

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Agreement No. A-10639

Authorize the Purchasing Manager for Natividad)
Medical Center (NMC) to execute Amendment)
No. 6 to the Agreement with Johnson Controls for)
repair and Maintenance of Various Mechanical)
Control Systems, Building Automation and)
Variable Frequency Drivers throughout NMC in)
an amount not to exceed \$464,000 in the aggregate)
and \$110,000 for the period July 1, 2011 to June)
30, 2012)

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the agreement with Johnson Controls for repair and maintenance of various mechanical control systems, building automation and variable frequency drivers throughout NMC in an amount not to exceed \$464,000 in the aggregate and \$110,000 for the period July 1, 2011 to June 30, 2012.

PASSED AND ADOPTED on this 14th day of June, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter


NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on June 14, 2011.

Dated: June 17, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By 
Deputy

**RENEWAL AMENDMENT NO. 6
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Johnson Controls AND
THE NATIVIDAD MEDICAL CENTER**

FOR

**Providing Repair and Maintenance of Various Mechanical control systems, Building Automation, and Variable
Frequency Drivers throughout NMC.**

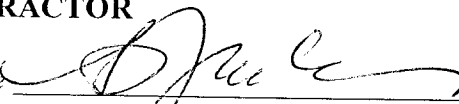
The parties to Professional Service Agreement, dated July 1, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Johnson Controls (Contractor), hereby agree to renew their Agreement No. (SC 0994) on the following terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (SC 0994).
2. This Amendment shall become effective on July 01, 2011 and shall continue in full force until June 30, 2012.
3. The total amount payable by County to Contractor under Agreement No. (SC 0994) shall not exceed the total sum of ~~\$444,000~~ ^{444,000} for the full term of the Agreement and \$110,000 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (SC 0994).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature



Dated

3/9/2011

Printed Name

Annemari Sackman

Title

Branch Mgr

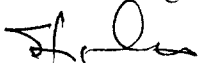
NATIVIDAD MEDICAL CENTER

Signature

Purchasing Manager

Dated

Signature


NMC - CEO

Dated

3/24/11

Approved as to Legal Form:

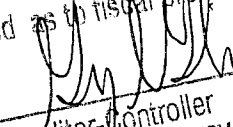
Charles J. McKee, County Counsel

By



Stacy Saetta, Deputy
Attorneys for County and NMC

Reviewed as to fiscal provisions


Auditor-Controller
County of Monterey

Dated:

3/31, 2011



DELEGATION OF AUTHORITY

The undersigned, President of Johnson Controls, Inc., a Wisconsin corporation, pursuant to the authority vested in him by a certain resolution adopted by the Board of Directors of the Company on January 23, 1980, hereby authorizes

Mark L. Collins
Regional General Manager - Service

to perform, on behalf of the Company, the acts described below:


To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business.

This authority does not extend to:

- a. the execution of surety, performance or bid bonds;
- b. the signing of any notes, contracts, or any other agreement to borrow money in the name of the Company;
- c. the signing, on behalf of the company, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property; and

This authority shall remain in full force and effect until July 11, 2011.

Signed and sealed at Milwaukee, Wisconsin, this 12 day of January, 2011.


Stephen A. Roell, President

