

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN JOHNSON CONTROLS, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
AUTOMATION REPAIR & MAINTENANCE SERVICES**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on September 1, 2019 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Johnson Controls Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for repair and maintenance services on automation for heating, ventilation, air conditioning & variable frequency with a term September 1, 2019 through August 31, 2022 and a total Agreement amount not to exceed \$150,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to add an additional \$300,000 to allow for services to continue, for a total Agreement amount not to exceed \$450,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement incorporated herein by this reference, except as specifically set forth below.

1. Section 2, "PAYMENTS BY NMC" shall be amended to the following:
"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A as per this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$450,000."
2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
3. A copy of this Amendment No. 1 shall be attached to the Agreement.
4. This Amendment No. 1 shall be effective when signed by both parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: *Stacy L. Saults*
Monterey County Deputy County Counsel

Date: 12/4/2020

APPROVED AS TO FISCAL PROVISIONS

By: *gary k giboney*
Monterey County Deputy Auditor/Controller

Date: 12-4-2020

CONTRACTOR

Johnson Controls

CONTRACTOR's Business Name
See instructions below

By: *Andrew Krynen*
(Signature of: Chair, President, or Vice-President)

Andrew Krynen/Area General Manager
Name and Title

Date: October 9, 2020

By: *A. Halford*
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Amber Halford, Branch Service Mgr
Name and Title

Date: 10/9/20

*****Instructions*****

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).