

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

Honeywell International Inc.

(hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: preventative maintenance and repair and maintenance services for heating, ventilation, air conditioning and refrigeration (HVACR) equipment and systems and Honeywell Enterprise Building Integrator (EBI) equipment and systems for Monterey County DSS 1281 Broadway, Seaside facility.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 40,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from March 1, 2026 to February 28, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: See page 11(a) for a list of Exhibits

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

- 10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.
- 10.06 **Format of Deliverables:** For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

11.0 **NON-DISCRIMINATION:**

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR’s employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:**

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 **COMPLIANCE WITH APPLICABLE LAWS:**

- 13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR’s failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR’S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Roderick W. Franks, Director	Michele Gonzales, Sr. Account Manager - Government
Name and Title	Name and Title
1000 S Main St, Ste 301, Salinas, CA 93901	2955 Red Hill Ave, Ste 100, Costa Mesa, CA 92626
Address	Address
831-755-4430	714-614-7469
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

of the services required to be rendered under this Agreement.

- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

Honeywell International Inc.

By: _____
Chief Contracts & Procurement Officer

Contractor/Business Name *

Signed by:

Date: _____

By: Derek Wheeler
(Signature of Chair, President, or Vice-President)

By: _____
Department Head (if applicable)

Derek Wheeler - Service Business Leader
Name and Title

Date: _____

Date: 1/23/2026 | 11:57 AM PST

Approved as to Form
Office of the County Counsel¹
Susan K. Blich, County Counsel

By: Anne Brenton
County Counsel

DocuSigned by:

By: Shannon Summers
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Date: 1/27/2026 | 10:11 AM PST

RGM
Name and Title

Date: 1/23/2026 | 12:10 PM PST

Approved as to Fiscal Provisions
By: Patricia Ruiz
Auditor/Controller

Date: 1/27/2026 | 11:35 AM PST

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subs. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

¹ Approval by the Office of the County Counsel is required.

² Approval by Auditor-Controller is required.

³ Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

LIST OF EXHIBITS
Honeywell International Inc.

Exhibit A	Scope of Services
Exhibit B	DSS Additional Provisions
Exhibit C	Covered Equipment
Exhibit D	Sample Invoice
Exhibit E	Building Performance Service Agreement
Exhibit F	Addendum

SCOPE OF SERVICES/PAYMENT PROVISIONS

HONEYWELL INTERNATIONAL INC.

- A. TOTAL FUNDING:** \$40,000.00
- B. CONTRACT TERM:** March 1, 2026 – February 28, 2027
- C. CONTACT INFORMATION:**
 County Contract Monitor: County of Monterey Department of Social Services
 Sylvia Solis, Administrative Operations Manager
 1000 S. Main Street, Suite 304 Salinas, CA 93901
 Phone: (831) 755-4483
SolisS@countyofmonterey.gov
- Contractor Information: Honeywell International Inc.
 Michele Gonzales, Sr. Account Manager - Government
 2955 Red Hill Ave, Suite 100, Costa Mesa, CA 92626
 Phone: (714) 614-7469
michele.gonzales@honeywell.com
- Location of Services: 1281 Broadway Avenue
 Seaside, CA 93955
- D. CONTRACT AWARD INFORMATION**
 CONTRACTOR UEI Number: LS9FECEECMD3
 Date County Awarded Funding: N/A
 ALN and Dollar Amount: N/A
 Federal Award Description: N/A
 Research and Development: No
 Indirect Cost Rate: 0%
- E. BACKGROUND:**
 This Agreement is for the maintenance of the heating, ventilation, and air conditioning (HVAC) system for the County of Monterey Department of Social Services.
- F. DESCRIPTION OF SERVICES:**
 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
- F.1 Preventative Maintenance - Preventative maintenance will be performed at a minimum once each calendar quarter. Each preventive maintenance service will be coordinated with the designated site manager for the COUNTY and scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to maintain the systems. Maintenance intervals will be determined by either equipment run time or a frequency determined from consideration of equipment operation, application, location, or criticality of end use. Upon completion of each service call, a summary of the preventive maintenance tasks completed will be provided to the COUNTY. CONTRACTOR shall perform the

SCOPE OF SERVICES/PAYMENT PROVISIONS

applicable Preventive maintenance tasks on the equipment listed in **Exhibit C**. During the performance of such maintenance CONTRACTOR shall:

- F.1.1 Calibrate temperature, safety and operating controls
 - F.1.2 Lubricate all motors, bearings, linkages and valve stems
 - F.1.3 Adjust all belts, dampers, set points, water treatment, and filter feed systems
 - F.1.4 Align all belt drives, couplings and motors
 - F.1.5 Clean all burner assemblies and nozzles, boiler flues and combustion chambers, electrical contacts, air intakes, fan blades, cooling tower basins, baffles, and floats
 - F.1.6 Replace air filters
- F.2 Component Replacements - CONTRACTOR shall maintain the COUNTY's presently installed system within the functional limitations of presently installed hardware, firmware, and software found on the COUNTY's system(s). CONTRACTOR shall repair or replace serviceable components and parts found on the List of Covered Equipment (**Exhibit C**) that have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain the COUNTY's system. At CONTRACTOR'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property CONTRACTOR. Automatic valve and damper maintenance and repair are included in this Agreement. The labor required for their removal and installation is not included.
- Notwithstanding the foregoing, at initial inspection, at initial seasonal start-up, or following twelve (12) months of service, if any individual component cannot, in the sole or exclusive opinion of CONTRACTOR, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, CONTRACTOR may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and CONTRACTOR shall adjust the price accordingly.
- F.3 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, CONTRACTOR personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with the COUNTY. If it is determined that a site visit is required, CONTRACTOR personnel will arrive at the COUNTY site within four (4) hours. If the resolution of the emergency service call requires CONTRACTOR to provide service for equipment that is not listed in **Exhibit C**, the COUNTY will be liable for charges for such service, as identified in Section IV of this Exhibit. Continuous Emergency Service will be provided 24 hours per day, seven days per week, federal holidays included.
- F.4 Performance Review - A review of the Services provided within this Agreement will be performed by CONTRACTOR on an annual basis at the COUNTY's request. CONTRACTOR and the COUNTY will discuss work performed since the last review; CONTRACTOR will answer questions pertaining to Service delivery and will identify opportunities to further improve performance of the Equipment.
- F.5 Honeywell Service Portal - CONTRACTOR will provide the COUNTY access to an Internet-based application that will allow the COUNTY to securely submit non-

SCOPE OF SERVICES/PAYMENT PROVISIONS

emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12-month history and including only service performed per the CONTRACTOR contract). Entry of functionality enhancements or deletions into CONTRACTOR's Internet-based application are at the discretion of CONTRACTOR.

- F.6 Warranty - CONTRACTOR will replace or repair any product CONTRACTOR provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from the COUNTY's negligence, or from fire, lightning, water damage, or any other cause beyond the control of CONTRACTOR. This warranty applies to all products CONTRACTOR provides under this Agreement, whether or not manufactured by CONTRACTOR. The warranty is effective as of the date of the COUNTY's acceptance of the product or the date the COUNTY begins beneficial use of the product, whichever occurs first.
- F.7 Exclusions - Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of the COUNTY and will be billed separately at a Time & Materials Rate (Section IV of this Exhibit).
- F.8 Cooperation in Support of PG&E Incentives for County - CONTRACTOR shall cooperate with COUNTY and provide any documentation and written confirmation to PG&E as required to assist the COUNTY in receiving incentives from PG&E, as incentive programs are made available. There is no guarantee by CONTRACTOR on the incentive program, amount, or eligibility. CONTRACTOR will only cooperate by providing the necessary information and documentation to PG&E in a timely manner as programs are made available by PG&E for COUNTY.

G. COUNTY RESPONSIBILITIES

COUNTY agrees to provide access to all Equipment covered by this Agreement. CONTRACTOR will be free to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with the COUNTY's designated representative.

H. SCHEDULE OF RATES FOR MAINTENANCE:

Period	Description	Cost
March 1, 2026 – February 28, 2027	Recurring Maintenance	\$32,500.00
March 1, 2026 – February 28, 2027	Reserve for Billable Labor	\$7,500.00
	Total	\$40,000.00

I. TRAVEL REIMBURSEMENT:

- I.1 There shall be no travel reimbursement allowed during this Agreement.

SCOPE OF SERVICES/PAYMENT PROVISIONS

J. PAYMENT PROVISIONS:

- J.1 The COUNTY may, in its sole discretion, terminate this Agreement or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- J.2 Prevailing wages: CONTRACTOR shall comply with provisions of the California Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- J.3 DIR Registration: During the entire term of this Agreement CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code. CONTRACTOR shall also fully comply with all SB 854 requirements.
- J.4 Posting of Prevailing Wages at Job Site: CONTRACTOR shall be responsible for posting a copy of the determination of the prevailing wage rate of per diem wages at each job site for which CONTRACTOR provides services under this agreement to remain compliant with California Labor Code 1773.2.
- J.5 COUNTY shall pay CONTRACTOR per the terms set forth in **Exhibit B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.
- J.6 The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed *forty thousand dollars (\$40,000.00)*.
- J.7 In the event that the Agreement is terminated prior to completion of the services, the amount paid shall be prorated over the length of the Agreement and should the COUNTY determine a reimbursement is owed, the CONTRACTOR shall reimburse the COUNTY within thirty (30) days of the termination.
- J.8 CONTRACTOR shall submit original signed invoices with supportive documentation to COUNTY on a quarterly basis for maintenance and annually for T&M (Time and Materials) services by the 10th day of the month following the end of the quarter in which services were performed in **Exhibit D, Sample Invoice**. The final fiscal year invoices will be due no later than *July 10th*.
- J.9 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit A)

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Quarterly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of the month following the end of the quarter, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (quarterly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th**. **If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:

a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit A**. Only the costs listed in **Exhibit A** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit A**, must follow the Monterey County Auditor/Controller's Travel Policy <https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures> and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at <https://www.irs.gov/tax-professionals/standard-mileage-rates>.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:

a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

EXHIBIT B

- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the organization's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
 - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

EXHIBIT B

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

EXHIBIT B

- c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
- d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Michele Gonzales** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

- a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

EXHIBIT B

fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

- b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.
- c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).
- d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.
- e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

LIST OF COVERED EQUIPMENT

The following equipment list for the existing HVAC system will be covered under this Agreement.

Preferred Mechanical Maintenance Services

Quantity	Description	Model Number	Location
AC-1	Carrier A/C Units	48JD007500	1281 Broadway Rooftop
AC-2	Carrier A/C Units	48JD007500	1281 Broadway Rooftop
AC-3	Carrier A/C Units	48JD007500	1281 Broadway Rooftop
AC-4	Carrier A/C Units	48JD007500	1281 Broadway Rooftop
AC-5	Carrier A/C Units	48JD007500	1281 Broadway Rooftop
AC-6	Carrier A/C Units	48JD007500	1281 Broadway Rooftop

Air Filter Services

Fan System Unit	Quantity	Size	Type	Changes Per Year (1,2,4,6 or 12)
All Air Filters Included				4



BUILDING SOLUTIONS

INVOICE

BILLING DATE
ACCOUNT NUMBER
INVOICE NUMBER
DATE DUE
AMOUNT DUE

PLEASE REMIT PAYMENT TO:

INVOICE TO:

HONEYWELL INTERNATIONAL INC
BUILDING SOLUTIONS
12490 COLLECTIONS CENTER DR.
CHICAGO IL 60693

DETACH HERE - RETURN TOP PORTION WITH YOUR PAYMENT - RETAIN THIS COPY FOR YOUR RECORDS



BILLING DATE
ACCOUNT NUMBER
INVOICE NUMBER
DATE DUE
AMOUNT DUE

BUILDING SOLUTIONS

CUSTOMER PO NUMBER

--

INVOICE

PAYMENT TERMS

--

QUANTITY	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
<p>OUR JOB NUMBER:</p> <p>WORKSITE:</p> <p>DIRECT BILLING INQUIRIES AND CORRESPONDENCE TO:</p> <p>PHONE NO:</p> <p>FAX NO:</p> <p>DIRECT SERVICE INQUIRIES TO:</p> <p>SERVICE RESPONSE CENTER (877) 487-6720 gsrcservicedispatch@honeywell.com</p>				
PAY THIS AMOUNT IN USD			➔	

BUILDING PERFORMANCE SERVICE AGREEMENT

Honeywell Building Performance Services

HONEYWELL BUILDING PERFORMANCE SERVICE CONTRACT

For

County of Monterey Seaside Social Services

Prepared for:	County of Monterey - Seaside Social Services	Prepared by:	Michele Gonzales
Proposal No:	0002210611	Position:	Sr. Account Manager
Prepared on:	1/15/2026	Telephone No:	7146147469
Systems Covered:	Preventative HVAC MAINT	Email:	michele.gonzales@honeywell.com
Site(s) Covered:	Seaside Social Svcs Co of Monterey		

EXECUTIVE SUMMARY

Honeywell Building Solutions (HBS) is pleased to present its proposal for a maintenance contract covering the above sites and the above systems.

HBS has created a bespoke tailored service contract developed out of discussions with County of Monterey Social Services through meetings and communication to identify your needs and requirements for the contract.

A Building Performance Service contract provides a holistic solution to maintaining your building technology and ensuring that your system is running as well as operating when you need it most and as efficiently as possible.

HIGH LEVEL SCOPE OF CONTRACT: HVAC PREVENTATIVE MAINTENANCE - SOURCEWELL #080824-HNY

CONTRACT PERIOD:

The contract will start on 3/01/2026 and run for 1 year(s),

PRICE:

The price for this service contract is \$32,500.00 per annum with an escalation applied for the following years were applicable. The full price breakdown can be found in the detailed agreement found after this summary.

EXCLUSIONS & CLARIFICATION:

The below are high level exclusions or clarifications regarding this agreement.

- Remote Connectivity is the responsibility of the customer. Honeywell will provide SecureConnect application to be installed on the servers that run Honeywell software to provide remote access.
- This proposal is valid for thirty **(30) days** from the date on this document.

DETAILED SCOPE OF WORKS:

For a more detailed scope please refer to the scope of works section in the following pages on what is included in this agreement and more detail on each entitlement.

NEXT STEPS:

If you want to proceed with this proposal, please sign the below agreement and return to your HBS representative using the email at the top of this Executive Summary with a Purchase Order made out to Honeywell International, Sacramento, CA for the value in the price schedule.

Thank you for your request for a proposal for Honeywell's Building Performance Services. We look forward to working with your organization on this service agreement.

Yours Sincerely



Michele Gonzales

Sr. Account Manager

Table of Contents

Building Performance Services Entitlements

The table below shows the high-level scope of what is included in your tailored Service agreement, further scope of work can be found later in this document.

		Selected
HVAC	PREVENTATIVE HVAC MAINTENANCE	YES

The above table defines what is and is not covered in the scope of this contract. Where there is a “YES” against an entitlement then this is included in the agreement, where there is a “NO” it is not included.

The scope of work in this document includes all potential entitlements for your reference but this does not mean that they are included in this agreement.

CONTENTS

1. Proactive Maintenance 10

Price Schedule

Customer will pay Honeywell the following annual price (collectively, the “Price”) for the services contemplated by this Agreement. Customers agree that the annual price will be escalated by an amount determined by Honeywell in its sole discretion as of the anniversary of the Effective Date. Such escalation amount will be provided by written notice to the Customer prior to the anniversary of the Effective Date.

Contract Term will commence on the Effective Date and continue for a period of 3/01/2026 (1) years (the “Contract Term”). This Agreement will automatically renew in accordance with the terms of the Renewal section below.

Contract Effective Date: 3/01/2026

Year 1	2026-2027 (3/01/2026 to 2/28/2027)	\$ 32,500.00

Customer will pay the following rates for work associated with additional work and services provided that are not included in the standard Service contract and not included in the Price. These rates are subject to annual increases by Honeywell at its sole discretion in line with each anniversary of the Effective Date by written notice to Customer:

Renewal Terms: The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party. To initiate the automatic renewal term, Honeywell will provide Customer an annual renewal letter at least sixty (60) days prior to the end of the initial term or such renewal term (as applicable), or unless terminated as provided herein. The renewal letter will contain Honeywell’s then-current General Terms and Conditions (available at hwll.co/bps-terms-conditions). Customer agrees it will review and accept the updated pricing and the then-current General Terms and Conditions on an annual basis. To the extent Customer does not agree to the pricing or the then-current General Terms and Conditions, Customer must notify Honeywell within thirty (30) days of receiving the renewal letter consistent with the notification requirements in such letter. If Customer fails to provide such notice, Customer’s subsequent payment will be deemed acceptance of the updated pricing and then-current General Terms and Conditions. Customer acknowledges and agrees that any additional or contrary terms contained in any Customer purchase order or other agreement issued to Honeywell are not applicable to the services provided and are hereby rejected. By signing below, you acknowledge the foregoing and agree to be bound by these Renewal Terms.

Submitted by BA: (signature) M. Gonzales

Name: Michele Gonzales

Title: Sr. Account Manager

Date: 12/9/2025

This proposal is valid for 60 days.

Acceptance: This proposal and the attached pages shall become an agreement in accordance with the below General Terms and Conditions and only upon signature below by an authorized representative of Honeywell and Customer.

Accepted by:

Honeywell International, Sacramento, CA., through its Building Automation Services business unit

County of Monterey - Seaside Social Services

Signature: By: Derek Wheeler
AA2366246AB1468...

Signature: By: _____

Name: Derek Wheeler

Name: Roderick W. Franks

Title: Service Business Leader

Title: _____

Date: 1/23/2026 | 11:57 AM PST

Date: _____

Building Automation

Service Agreement Terms and Conditions

This quote is valid for 30 days from the date of issuance and is subject to Honeywell's Terms and Conditions of Projects and Services, available at hwll.co/balegal, as well as any software terms available at hwll.co/eula.

This quote and the pricing herein excludes additional taxes, tariffs, and duties, which shall be calculated and added at the time of invoicing.

To accept this proposal, simply sign this document and return together with an official purchase order to the email address noted above. By accepting this quotation, you are aware of and agree with the above reference Terms and Conditions and the proposed system modification(s) and agree that any terms and conditions referenced in any purchase order will be considered null and void.

Work Scope Documents

Scope of Work: Honeywell International, Sacramento, CA, through its Building Automation – Services business unit (sometimes referred to as “BA,” “Honeywell” or “Building Automation”), shall provide the Services (as defined below) in accordance with the attached Work Scope Document(s) and General Terms and Conditions, which form a part of this Agreement. “Agreement” means this proposal signed by Honeywell and Customer, the General Terms and Conditions attached hereto, and the Work Scope Document(s) attached hereto.

Asset Covered by this Agreement:

Quantity	Description	Model Number	Location
AC-1	Carrier A/C Units	48JD007500	1281 Broadway Rooftop
AC-2	Carrier A/C Units	48JD007500	1281 Broadway Rooftop
AC-3	Carrier A/C Units	48JD007500	1281 Broadway Rooftop
AC-4	Carrier A/C Units	48JD007500	1281 Broadway Rooftop
AC-5	Carrier A/C Units	48JD007500	1281 Broadway Rooftop
AC-6	Carrier A/C Units	48JD007500	1281 Broadway Rooftop
ALL	AIR FILTERS	4 TIMES A YR	INCLUDED IN ALL UNITS

1. PREVENTATIVE MAINTENANCE SCOPE:

Honeywell will provide the following services enabled by Honeywell's Service Management System (SMS) to provide maintenance to Customer with respect to the building technology system hardware and software set forth in the list of "Assets Covered," to the extent expressly described in this Work Scope Document. As used herein, "Agreement" means the agreement between Honeywell and Customer of which this Work Scope Document is a part, as amended and together with all exhibits, schedules and attachments incorporated into such agreement.

Scheduled by Honeywell in its sole discretion and consist of the tasks to be performed, the skill levels required, and the special tools and instrumentation required to inspect the systems, both from a hardware and software perspective, in each case as determined by Honeywell in its sole discretion.

Honeywell to deploy a standard list of service tasking that is managed by its Service Management System and scheduled based on the assets covered by the agreement, this is based on industry standard practices and complies with the manufacturers requirements.

Typical activities may include but not limited to:

- Inspecting control system assets through head end software for proper operation
- Checking asset status and firmware versions
- Providing recommendations on improvements outside of planned maintenance
- Checking software schedules against occupancy schedules
- Review alarm activity on head end software
- Review trend logs to identify issues
- Random sampling of temperature sensors to identify need to calibrate
- Visual inspections of assets
- Checking assets are operating as expected.
- **Excludes material and labor charges for repairs and break fixes.** The customer will pay the rates listed for work associated with additional work and services provided that are not included in the standard preventative maintenance Service contract and not included in the Price. These rates are subject to annual increases by Honeywell at its sole discretion in line with each anniversary of the Effective Date by written notice to Customer.
 - **Typical excluded activities may include but are not limited to:**
 - Emergency Repairs on the HVAC-R Equipment at the covered location within this proposal
 - Enhancements or changes to the HVAC-R Equipment
 - Equipment failure or breaks
 - EBI (Enterprise Building Integrator) Software Upgrades or Enhancements

Honeywell's Service Management System (SMS) will schedule planned maintenance appointments to cover the standard maintenance tasking for the assets that are covered within this contract. Tasking is based on industry standards and a post appointment report will be generated and sent to the customer highlighting what was completed on site and any issues that were identified.

Addendum No. 1 to
County of Monterey Standard Agreement (“Agreement”) between
County of Monterey (“Buyer”) and
HONEYWELL INTERNATIONAL INC. (“Honeywell”),
through its Honeywell Building Solutions business unit
(collectively, the “Parties”)

The Parties agree that this Addendum shall modify the terms and conditions contained in the above-named Agreement. Honeywell is not bound by any referenced terms which are not attached to the Agreement, and which have not been provided to Honeywell. Notwithstanding anything to the contrary contained in the Agreement, including all contract documents incorporated therein, the Parties hereby agree to modify the Agreement as follows:

ADDITIONAL TERMS

1. **Order of Precedence.** In the event of any conflict or inconsistency among the terms and conditions of this Agreement and its incorporated documents, the order of precedence shall be as follows:
 - a. First, County’s Standard Agreement;
 - b. Second, Exhibit B – Additional Terms; and
 - c. Third, Exhibit C – Sourcewell Master Agreement #080824.
2. **Intellectual Property.** Intellectual Property. No right, title or interest in intellectual property (“IP”) provided by CONTRACTOR is transferred to County under the Agreement, including IP existing prior to, or created independently of, the performance of the Agreement. All IP and results of services, including software, models, designs, drawings, documents, inventions, and know-how (collectively, “Inventions”), conceived or developed by CONTRACTOR in connection with the Agreement, are the sole property of CONTRACTOR and County assigns any rights they may have in such Inventions to CONTRACTOR. County has no right or license to IP or Inventions provided by CONTRACTOR, except as granted in this Agreement. The first sentence of Section 10.5, is revised as follows: “County shall have a royalty-free, exclusive, and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature exclusively developed for County pursuant to this Agreement.”
3. **Limitation of Liability.** IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE. THE AGGREGATE LIABILITY OF CONTRACTOR FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE SUM OF THE APPLICABLE LIABILITY LIMITS OF CONTRACTOR’S COMMERCIAL GENERAL LIABILITY POLICY AS SET FORTH IN SECTION 9.03 OF THE AGREEMENT.
4. **Payment.** CONTRACTOR shall have the right to terminate this Agreement for breach, including non-payment, with 60 days written notice. Other than County’s specific retainage requirements, neither party shall withhold or set aside any funds under this Agreement. In the event of disagreement regarding payment(s), County’s Billing Procedures as set forth in Exhibit A at Section B.2 Billing Procedures shall prevail. Notwithstanding anything to the contrary, in the event of termination, County shall pay CONTRACTOR for all work performed up to the point of termination.
5. **Warranty.** Services shall be performed in a professional and workmanlike manner warranted for one (1) year from the date services are performed (the “Service Warranty Period”). CONTRACTOR’s obligation under this warranty is that CONTRACTOR will correct or re-perform defective services or refund fees paid for the corresponding services, at the sole election of the County, if County notifies CONTRACTOR in writing of defective services within the Service Warranty Period for said services. All services re-performed are warranted for one year from the date CONTRACTOR corrects or re-performs the defective services, whichever date occurs later.
6. **Insurance Obligations.** CONTRACTOR shall, at its own expense, carry and maintain in force at all times from the effective date of the Agreement through final completion of the Work the following insurance. It is agreed, however, that CONTRACTOR has the right to insure or self-insure any of the insurance coverages listed in the Agreement. Where applicable, “All Risk” Property Insurance, including Builder’s Risk insurance, for physical damage to property which is assumed in the Agreement. In the event CONTRACTOR elects to self-insure, it shall provide a formal letter of self-insurance with endorsements, signed by an authorized representative, confirming its financial ability to meet the obligations outlined in this Agreement. CONTRACTOR will not issue coverage on a per project basis. County shall, at its own expense, carry and maintain in force at all times during the duration of this Agreement its own commercial general liability and property insurance in an amount customary for the size of County’s business and properties. All insurance required in this Section will be written by companies with a rating of no less than “A-, XII” by A.M. Best or equivalent rating agency. The Parties will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the other Party. In the event that a self-insured program is implemented, either Party will provide adequate proof of financial responsibility. CONTRACTOR shall provide certificates of insurance as proof of insurance and shall not be required in any event to provide a copy of its insurance policies. CONTRACTOR shall provide certificates of insurance upon demand by County. Notwithstanding anything to the contrary, the following provisions shall govern the determination of applicable liability limits for Commercial General Liability Insurance, in the order specified below:
 - a. First, Exhibit C – Sourcewell Master Agreement, Paragraph 23 “Insurance Coverage” and Subparagraph (a) “Commercial General Liability Insurance” shall apply as to liability limits; and
 - b. Second, the County’s Standard Agreement, Section/Provision 9.03 “Insurance Coverage Requirements,” shall apply only as to Commercial General Liability Insurance liability limits.
7. **Confidentiality.** As permitted by applicable law, County shall not disclose any confidential records or other confidential information received from the CONTRACTOR or prepared in connection with the performance of this Agreement, without written advance notice of such disclosure to CONTRACTOR.

EXHIBIT F

- 8. **Format of Deliverables.** For the purpose of clarification of Section 10.6. Format of Deliverables. of this Agreement, the parties understand and agree that "Deliverables" means electronic deliverables developed by CONTRACTOR for the County pursuant to the Scope of Services as set forth in Exhibit A to this Agreement.
- 9. Additional Provisions Section 5.01 Covenant Against Contingent Fees is struck.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be signed.

County of Monterey

BY: _____

TITLE: _____

DATE: _____

HONEYWELL INTERNATIONAL INC.

BY: *Derek Wheeler* _____

TITLE: Service Business Leader

DATE: 1/23/2026 | 11:57 AM PST