

Original Agreement No. (A-12743)

**RENEWAL AND AMENDMENT NO. 4
TO SERVICES AGREEMENT
BETWEEN THYSSENKRUPP ELEVATOR CORP. AND
NATIVIDAD MEDICAL CENTER
FOR
ELEVATOR MAINTENANCE AND REPAIR SERVICES**

This Amendment No. 4 to the Services Agreement (“Agreement”) which was effective on January 1, 2015 is entered into by and between the County of Monterey (hereinafter “COUNTY”), for the provision of services for Natividad Medical Center (hereinafter “NMC”), and ThyssenKrupp Elevator Corp.(hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”). **From this point forward, the party referenced previously as “NMC” shall be referenced as “COUNTY” and collectively, COUNTY and CONTRACTOR are referred to as the “Parties” to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for CONTRACTOR to provide Elevator Maintenance and Repair Services at Natividad Medical Center with a term January 1, 2015 through December 31, 2019 and a total Agreement amount not to exceed \$307,862; and

WHEREAS, the Agreement was increased per Board Order A-14186 issued on December 4, 2018, adding \$385,000 for a revised total of \$692,862; and

WHEREAS, the Parties amended the Agreement via Amendment No. 1 to extend it for an additional one (1) year period through December 31, 2020, with no change to the original scope of work or total agreement amount; and

WHEREAS, the Parties amended the Agreement via Amendment No. 2 to extend it for an additional two (2) year period through December 31, 2022, with no change to the original scope of work or total agreement amount; and

WHEREAS, the Agreement was increased per Board of Supervisors Order A-15421 issued June 22, 2021, adding \$313,200 for a revised total Agreement amount of \$1,006,062; and

WHEREAS, the Agreement expired on December 31, 2022; and

WHEREAS, the Agreement was renewed and amended on January 1, 2023 via Amendment No. 3 to extend it for an additional two (2) year period through December 31, 2024, with an associated increase of \$350,000 for a revised total Agreement amount of \$1,356,062, with no change to the original scope of services; and

WHEREAS, the Parties currently wish to amend the Agreement via Amendment No. 4 to extend it for an additional one (1) year period (January 1, 2025 through December 31, 2025) for a full Agreement term of January 1, 2015 through December 31, 2025, with additions to the original scope of work attached hereto as “Exhibit A-4 per Amendment No. 4” and no increase to the total agreement amount not to exceed \$1,356,062.

AGREEMENT

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

The Agreement is hereby amended on the terms and conditions as set forth in the Agreement, in Amendment No. 1, Amendment No. 2, Renewal and Amendment No. 3 and Amendment No. 4 are incorporated herein by this reference, except as specifically set forth below.

1. Section 2.1 shall be amended to the following:
“The term of this Agreement is from January 1, 2015 through December 31, 2025 unless sooner terminated pursuant to the terms of this Agreement.”
2. Section 3.1.2 shall be amended to the following:
“All work performed before or after normal business working days and hours shall be considered, “afterhours” and invoiced at overtime billing rates as per Exhibit C-4 per Amendment No. 4: Billing Rate Breakdown” attached hereto.”
3. Exhibit C: Billing Rate Breakdown shall be deleted in its entirety and replaced with ***“Exhibit C-4 per Amendment No. 4: Billing Rate Breakdown”***
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect.
5. A copy of this Amendment No. 4 shall be attached to the Original Agreement.
6. This Amendment No. 4 shall be effective on January 1, 2025.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, Natividad CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
696D21D44C4341D...
Monterey County Deputy County Counsel

10/29/2024 | 3:16 PM PDT
Date: _____

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454AE...
Monterey County Deputy Auditor/Controller

10/29/2024 | 4:29 PM PDT
Date: _____

CONTRACTOR

ThyssenKrupp Elevator Corp.

CONTRACTOR's Business Name
See instructions below

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

Name and Title

Date: _____

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

Name and Title

Date: _____

*****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).