

**AMENDMENT NO. 5
TO SERVICES AGREEMENT
BETWEEN META DYNAMIC, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
RENTAL OF GUIDED SURGERY EQUIPMENT AND SERVICES**

This Amendment No. 5 to the Services Agreement (“Agreement”) which was effective on April 15, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and **META Dynamic, Inc.** (“CONTRACTOR”); **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 by and between the County of Monterey on behalf of Natividad Medical Center and META Dynamic, Inc. for rental of guided surgery equipment and services with an initial term of April 15, 2015 through April 14, 2016 and a total Agreement amount not to exceed \$100,000; and

WHEREAS, the Parties amended the Agreement on April 1, 2016 via Amendment No. 1 to extend the term for an additional one-year period through April 14, 2017 at no cost increase; and

WHEREAS, the Agreement expired on April 14, 2017; and

WHEREAS, the Parties amended the Agreement on May 2, 2017 via Renewal and Amendment No. 2 to extend the term for an additional three (3) year period through April 14, 2020 and to add an additional \$80,000, thereby increasing the total Agreement amount to \$180,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 3 to allow for services to continue with revisions to the original scope of work and to add an additional \$95,000 for a revised total Agreement amount of \$275,000 with no change to the term of the Agreement of April 15, 2015 through April 14, 2020; and

WHEREAS, the Agreement expired on April 14, 2020; and

WHEREAS, the Parties amended the Agreement via Renewal & Amendment No. 4 on the same or similar terms, beginning April 15, 2020 and to extend the term for an additional two (2) year period through April 14, 2022 for a revised full Agreement term of April 15, 2015 through April 14, 2022 to allow for services to continue with additions to the original scope of work attached hereto as “Exhibit A-4 as per Renewal and Amendment No. 4” and to add an additional \$200,000 for a total Agreement amount of \$475,000.

WHEREAS, the Parties currently wish to amend the Agreement via Amendment No. 5 to extend the term for an additional one (1) year period through April 14, 2023, for a revised full Agreement term of April 15, 2015 through April 14, 2023, to allow for services to continue with no changes to the fees or scope of services, and to add an additional \$10,000 thereby increasing the total Agreement amount to \$485,000.

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 and in Amendment No. 1, Renewal and Amendment No. 2, Amendment No. 3, and Renewal and Amendment No. 4. incorporated herein by this reference, except as specifically set forth below.


1. Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
"COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-4 as per Renewal and Amendment No. 4 attached hereto this Renewal and Amendment No. 4. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$485,000."
2. The first sentence of Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from April 15, 2015 through April 14, 2023 unless sooner terminated pursuant to the terms of this Agreement."
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Renewal and Amendment No. 2, Amendment No. 3, and Renewal and Amendment No. 4.
4. A copy of this Amendment No. 5 shall be attached to the Agreement.
5. This Amendment No. 5 shall be effective when signed by both Parties.

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. 5 on the basis set forth in this document and have executed this Amendment No. 5 on the day and year set forth herein.

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: 
Charles R. Harris, ~~Interim~~ CEO

Date: 4/12/22

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 3/30/2022

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

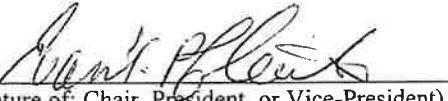
Date: 4/5/2022

CONTRACTOR

META Dynamic, Inc.


CONTRACTOR's Business Name

See instructions below

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

Evan Pfeider
Name and Title

Date: 3/15/22

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

RICK D. CHRISTENSEN
Name and Title

Date: 3/15/22

*****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).