

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN BIG INVENTORY, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
PHYSICAL INVENTORY SERVICES**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on April 30, 2019 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and BIG Inventory, Inc. (hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and BIG Inventory, Inc. had previously entered into an Agreement for Services (hereinafter “Agreement”) on May 1, 2019 to provide physical inventory services to NMC with a one (1) year term from May 1, 2019 through April 30, 2020, and a total Agreement amount not to exceed \$25,000; and

WHEREAS, the Agreement expired by its own terms on April 30, 2020; and

WHEREAS, the Parties amended the Agreement on the same or similar terms on June 3, 2020, beginning May 1, 2020 for an additional one (1) year period through April 30, 2021 to allow for services to continue, with a \$25,000 increase, for a total Agreement amount of \$50,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period (May 1, 2021 through April 30, 2022) for a revised full agreement term of May 1, 2019 through April 30, 2022 for services to continue with a \$25,000 increase for a total agreement amount, not to exceed \$75,000 with no changes to the scope of work.

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

1. Section 2 / Paragraph titled, “PAYMENTS BY NMC” shall be amended to the following:
The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$75,000.
2. The first sentence of Section 3 /Paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:
“The term of this Agreement is from May 1, 2019 through April 30, 2022 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. 2 and shall continue in full force and effect as set forth in the Agreement and in Renewal and Amendment No. 1.
4. A copy of this Amendment No. 2 shall be attached to the Agreement.
5. This Amendment No. 2 shall be effective when both parties have signed.

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. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: Dr. Gary R. Gray
Gary R. Gray, DO, CEO

Date: 3/10/21

APPROVED AS TO LEGAL PROVISIONS

By: Stacy L. Sulta
Monterey County Deputy County Counsel

Date: 3/8/2021

APPROVED AS TO FISCAL PROVISIONS

By: gary k gibonsy
Monterey County Deputy Auditor/Controller

Date: 3-8-2021

CONTRACTOR

BIG Inventory, Inc.

CONTRACTOR's Business Name

See instructions below

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

Chuck Phillips, CEO/President
Name and Title

Date: 2-5-2021

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

Beth Phillips, Sec/COO/VP
Name and Title

Date: 2-5-2021

*****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).