# AMENDMENT NO. 9 TO SERVICES AGREEMENT BETWEEN MISSION LINEN SUPPLY AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR LINEN PROCESSING SERVICES

This Amendment No. 9 to the Services Agreement ("Agreement") which was effective on July 1, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Mission Linen Supply ("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 with Mission Linen Supply for linen processing services and scrub rental services pursuant to RFP #9600-65 with a term July 1, 2016 through June 30, 2017 with the option to extend for four (4) additional one (1) year periods and a total Agreement amount not to exceed \$400,000; and

WHEREAS, the Parties amended the Agreement on May 11, 2017 via Amendment No. 1 to extend the term an additional one (1) year period through June 30, 2018 for a revised agreement term (July 1, 2016 through June 30, 2018) to allow for services to continue with the option to extend the term for three (3) additional one (1) year periods with no changes to the original scope of work or pricing sheet, and to increase the amount by \$680,000 for a revised total Agreement amount not to exceed \$1,080,000; and

WHEREAS, the Parties amended the Agreement on June 8, 2018 via Amendment No. 2 to extend the term an additional one (1) year period through June 30, 2019 for a revised agreement term (July 1, 2016 through June 30, 2019) to allow for services to continue with the option to extend the term for two (2) additional one (1) year periods with no changes to the original scope of work or pricing sheet, and to add an additional \$410,000 for a revised total Agreement amount not to exceed \$1,490,000; and

WHEREAS, the Parties amended the Agreement on February 13, 2019 via Amendment No. 3 to revise to the original scope of work to replace scrub rental services with scrub laundering services (NMC has opted to purchase scrubs), thereby revising the Agreement's Scope of Work, Exhibit A Pricing, and Exhibit B Inventory as attached hereto this Amendment No. 3 with no changes to the Agreement term (July 1, 2016 through June 30, 2019) or total Agreement amount of \$1,490,000; and

WHEREAS, the Parties amended the Agreement on March 28, 2019 via Amendment No. 4 to extend the term an additional one (1) year period through June 30, 2020 for a revised agreement term (July 1, 2016 through June 30, 2020) to allow for services to continue with the option to extend the term for one (1) additional one (1) year period with no changes to the scope of work or pricing sheet, and to add an additional \$410,000 for a revised total Agreement amount not to exceed \$1,900,000; and

WHEREAS, the Parties amended the Agreement on June 24, 2020 via Amendment No. 5 to extend the term an additional one (1) year period through June 30, 2021 for a revised agreement term (July 1, 2016 through June 30, 2021) to allow for services to continue with no changes to the scope of work or pricing sheet, and to add an additional \$140,000 for a revised total Agreement amount not to exceed \$2,040,000; and

WHEREAS, the Parties amended the Agreement on April 28, 2021 via Amendment No. 6 to extend the term an additional one (1) year period through June 30, 2022 for a revised agreement term (July 1, 2016 through June 30, 2022) to allow for services to continue with no changes to the scope of work or pricing sheet and to add an additional \$540,000 for a revised total Agreement amount not to exceed \$2,580,000; and

WHEREAS, the Parties amended the Agreement on May 5, 2022 via Amendment No. 7 to extend the term an additional one (1) year period through June 30, 2023 for a revised agreement term (July 1, 2016 through June 30, 2023) to allow for services to continue with no changes to the scope of work or pricing sheet, and to add an additional \$815,000 for a revised total Agreement amount not to exceed \$3,395,000; and

WHEREAS, the Agreement expired on June 30, 2023;

WHEREAS, the Parties renewed and amended the Agreement on August 24, 2023 via Renewal and Amendment No. 8 to extend the term for an additional one (1) year period retroactive to June 30, 2024 for a revised agreement term (July 1, 2016 through June 30, 2024) to allow for services to continue with no changes to the scope of work or pricing sheet, and to add an additional \$580,000 for a revised total Agreement amount not to exceed \$3,975,000; and

**WHEREAS**, the Parties currently wish to amend the Agreement via Amendment No. 9 to extend the term for an additional one (1) year period through June 30, 2025 for a revised agreement term (July 1, 2016 through June 30, 2025) to allow for services to continue with revisions to the pricing sheet attached hereto as "**EXHIBIT A- Pricing Sheet**" and to add an additional \$650,000 for a revised total Agreement amount not to exceed \$4,625,000; and

#### **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, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, and Renewal and Amendment No. 8 incorporated herein by this reference, except as specifically set forth below.

- 1. The first sentence in Section 4.1, "TERM OF AGREEMENT" shall be amended to the following: "The term of this AGREEMENT is from July 1, 2016 through June 30, 2025 unless sooner terminated pursuant to the terms of this AGREEMENT."
- 2. The second sentence in Section 5.1, "COMPENSATION AND PAYMENTS" shall be amended to the following:
  - "The total amount payable by COUNTY under this *AGREEMENT* is not to exceed the sum of \$4,625,000".
- 3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 9 and shall continue in full force and effect as set forth in the Original Agreement and in Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, and Renewal and Amendment No. 8.
- 4. A copy of this Amendment No. 9 shall be attached to the Agreement.
- 5. This Amendment No. 9 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. 9 on the basis set forth in this document and have executed this Amendment No. 9 on the day and year set forth herein.

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

Charles R. Harris, CEO

Date:

#### APPROVED AS TO LEGAL PROVISIONS

By: Stay Satta
Monterey County Deputy County Counsel

Date: 3/11/2024 | 1:16 PM PDT

#### APPROVED AS TO FISCAL PROVISIONS

By: Potricia Ruiz
Monterey County Deputy Auditor/Controller

Date: 3/12/2024 | 7:21 AM PDT

#### **CONTRACTOR**

Mission Linen Supply

#### **CONTRACTOR's Business Name**

\*\*\*See instructions below\*\*\*

By: Mark Rogers

(Signature of Median, President, or Vice-President)

Mark Rogers, Director of Operations

Name and Title

Date: 2/9/2024 | 3:09 PM PST

By: Bill Milnary

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

Bill McCreary Jr. District Manager

Name and Title

Date: 2/9/2024 | 3:15 PM PST

#### \*\*\*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).

## Mission Linen Supply EXHIBIT A – Pricing Sheet

(RFP # 9600-65)

#### <u>Linen Processing Services (5A.0 – Scope of Work)</u>

Pricing should be the all-inclusive cost which includes any additional services required for completion and fulfillment of an item.

Item Description	<b>Price</b> 07/01/2024 – 06/30/2025	<b>Price</b> 07/01/2025 – 06/30/2026
♥ Customer Owned Goods (COG)		
Processed Clean Linen	\$0.49 /Pound	\$0.54 /Pound
Traditional Cubicle Curtain	\$10.00 /Piece	\$12.00 /Piece
Lab Coat	\$1.20 /Piece	\$1.35 /Piece
Mending Services	\$4.00 /Piece	\$4.00 /Piece
Scrub Top	\$0.42 /Piece	\$0.44 /Piece
Scrub Pant	\$0.42 /Piece	\$0.44 /Piece
Scrub Warm up Jacket	\$0.42 /Piece	\$0.44 /Piece
Polo Shirt, Embroidered	\$0.22 /Piece	\$0.23 /Piece
ISO Gowns- Yellow	\$1.50 /Piece	\$1.58 /Piece
Logo Mat (4x6) as needed	\$5.50 /Piece	\$5.50 /Piece
♥ Rental Items		
Bib Apron, standard color	\$0.42 /Piece	\$0.44 /Piece
Dish Towel	\$0.16 /Piece	\$0.17 /Piece
Wet Mop-Lrg	\$2.40 /Piece	\$2.52 /Piece
Cargo Pant, standard color	\$0.25 /Piece	\$0.26 /Piece
Laundry Bag, PVC	\$0.50 /Piece	\$0.50 /Piece
Walk-off Mat (4x6) standard color-Weekly	\$2.25 /Piece	\$2.50 /Piece
Walk-off Mat (3x10) standard color-Weekly	\$3.25 /Piece	\$3.50 /Piece
Walk-off Mat (4x6) standard color-EOW	\$4.50 /Piece	\$5.00 /Piece
Walk-off Mat (3x10) standard color-EOW	\$6.50 /Piece	\$7.00 /Piece
Service Charge	\$9.00 /per delivery	\$10.00 /per delivery
Linen Maintenance	18% per invoice	20% per invoice