RENEWAL AND AMENDMENT NO. 1 TO THE SERVICES AGREEMENT BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND SOUTHLAND INDUSTRIES FOR ANNUAL CHILLER SERVICES AND REPAIR

This Renewal and Amendment No. 1 to the County of Monterey Agreement for Services (hereinafter, "RENEWAL") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "County"), and Southland Industries (hereinafter, "CONTRACTOR") (collectively, the County and CONTRACTOR are referred to as the "Parties.").

WHEREAS, the Parties had previously entered into an Agreement for Services (hereinafter, "Agreement"), on March 1, 2013; and

WHEREAS, the Agreement is attached hereto as Attachment 1; and

WHEREAS, that Agreement expired on June 30, 2014; and

WHEREAS, the Parties wish to renew the Agreement on the same or similar terms, beginning March 1, 2013 and increase the amount payable by \$40,000 to continue to provide services associated with Annual Chiller Services and Repair within the County of Monterey.

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in <u>Attachment 1</u> incorporated herein by this reference, except as specifically set forth below.

- 1. The AGREEMENT (MYA837) is renewed retroactive to July 1, 2014 and all of its provisions shall be deemed to have been in effect continuously since that time.
- 2. The term of this RENEWAL AND AMENDMENT NO.1 is from July 1, 2014 to June 30, 2015 unless sooner terminated pursuant to the terms of this RENEWAL AND AMENDMENT NO.1 or extended in writing.
- 3. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (MYA837).
- 4. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in the original Agreement (MYA837), subject to the limitations set forth in this RENEWAL AND AMENDMENT NO. 1. The total amount payable by County to CONTRACTOR shall not exceed the sum of \$140,000.00.
- 5. If there is any conflict or inconsistency between the provisions of Agreement, or this RENEWAL AND AMENDMENT NO.1, the provisions of this RENEWAL AND AMENDMENT NO.1 shall govern.

Page 1 of 2

IN WITNESS WHEREOF, the parties hereby execute this RENEWAL as follows:

NATIVIDAD MEDICAL CENTER	
By: Sid Cato, NMC, Management Analyst/Contracts K. H. Ichritt	Southiand Con
Date: <u>9-1-14</u>	
By: Ully Por Unferd DR KELLY O'KATE Chief Executive Officer	Signature
DRKELY O'KATEChief Executive Officer NMC (NTATUM Date: 8/28/14	Rick Blazi
APPROVED AS TO LEGAL PROVISIONS By:	Date:7
Date: <u>Amp</u> 7, 2014	By:
By: Gary Giboney, Auditor/Controller's Office	Rebecca
Date:	Date:

Southland Industries
Controttor's Business Name***
Signature of Chair, President, or Vice-President
Rick Blazier, Vice President
Name and Title
Date: 7.20.14
By: <u>Pepleces</u> <u>J. Person</u> Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
Rebecca, Reves, Secretary Name and Title
Date: 7/23/14

CONTRACTOR

***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.

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.

If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

Page 2 of 2

Renewal and Amendment No. 1 Southland industries Annual Chiller Services and Repair Natividad Medical Center Term: March 1, 2013 thru June 30, 2015 Not to Exceed: \$140,000.00