



Monterey County Board of Supervisors

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Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-12637 ; Amendment No.: 8

Authorize the Chief Executive Office for Natividad Medical Center or his designee to execute renewal and amendment no. 8 to the agreement (A-12637) with Intelligent Medical Objects, Inc. to account for software license and software support and maintenance services, extending the agreement an additional three (3) years (May 1, 2023 through April 30, 2026) for a revised full term of January 28, 2017 through April 30, 2026, and adding \$387,659 for a revised total agreement amount not to exceed \$1,032,134.

PASSED AND ADOPTED on this 18th day of July 2023, by roll call vote:

AYES: Supervisors Church, Askew, and Adams
NOES: None
ABSENT: Supervisors Alejo & Lopez

Motion passed 3 to 0

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting July 18, 2023.

Dated: July 19, 2023
File ID: A 23-329
Agenda Item No.: 15

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos, Deputy



**AMENDMENT #8
TO THE LICENSE AGREEMENT**

THIS AMENDMENT #8 to the LICENSE AGREEMENT ("Amendment") is made and entered into this 31st day of May, 2023 (the "Effective Date"), by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Client") and Intelligent Medical Objects, Inc. ("IMO").

WHEREAS, Client and IMO entered into a License Agreement dated January 28, 2014, as amended from time to time (the "Agreement");

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. *Definitions.* Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.
2. *Amendments to the Agreement.* As of the Effective Date, the Agreement is hereby amended or modified as follows:
 - a. The Agreement is extended for a additional three (3) year period, commencing on May 1, 2023 and continuing through April 30, 2026. Thereafter, the Agreement will automatically renew for successive one-year periods unless prior written notice is provided by either party not less than 90 days before the end of the then-current term;
 - b. Client's current NPR is \$278,881,574. IMO will invoice Client a License Fee of \$121,923.18 and a Support and Maintenance Fee of \$1,000.00 upon full execution of this amendment by both parties and in advance of each May 1st thereafter, subject to the terms of the Agreement.
3. *Miscellaneous.* Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like and each reference to the Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Agreement, will mean and be a reference to the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, Client and IMO have executed this Amendment.

Executed on behalf of
Client

DocuSigned by:
Charles Harris
4E1E837D204E481

By: _____
Name: Charles Harris
Title: CEO
Date: 7/25/2023 | 9:45 AM PDT

Executed on behalf of
Intelligent Medical Objects, Inc.

DocuSigned by:
Ann Barnes
B94B4B3A238E40F...

By: _____
Name: Ann Barnes
Title: CEO
Date: May 31, 2023

Stacy Saetta
Chief Deputy County Counsel.

Patricia Ruiz
Auditor Controller Analyst I

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9... 6/27/2023 | 10:51 AM PDT

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6... 6/29/2023 | 7:53 AM