File ID A 15-198 No. 34



Monterey County

Board Order

168 West Alisal Street, 1st Floor Salinas, CA 93901 831.755.5066

Agreement No.: A-12367

Upon motion of Supervisor Parker, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute Amendment No. 1 to the Agreement with Spin Recruitment Inc., for recruitment advertising services, extending the Agreement an additional year for a revised full term of July 1, 2014 through June 30, 2016 and adding \$150,000 for a revised total Agreement amount not to exceed \$250,000.

PASSED AND ADOPTED on this 23rd day of June 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter NOFS: None ABSENT: None

I, Gail T. Borkowski, 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 78 for the meeting on June 23, 2015.

Dated: June 30, 2015 File ID: A 15-198 Gail T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

By <u>Denise Huncock</u> Deputy

AMENDMENT NO. 1 TO SERVICES AGREEMENT BETWEEN Spin Recruitment Inc., AND NATIVIDAD MEDICAL CENTER FOR <u>Recruitment Advertising Services</u>

This Amendment No. 1 to the Services Agreement ("Agreement"), dated July 1, 2014 is entered into by and between the County of Monterey, on behalf of **Natividad Medical Center** (hereinafter "NMC"), and **Spin Recruitment Inc.**, (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Recruitment Advertising Services with a one year and term and a total Agreement amount not to exceed \$100,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one period through June 30, 2016, and to add an additional \$150,000; thereby increasing the total agreement amount to \$250,000.

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 Original Agreement incorporated herein by this reference, except as specifically set forth below.

- 1. Section titled "PAYMENTS BY NMC" shall be amended to the following; "NMC shall pay CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$250,000".
- 2. Section titled "TERM OF AGREEMENT" shall be amended to the following; "The term of this Agreement is from July 1, 2014 through June 30, 2016 unless sooner terminated pursuant to this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC, with NMC signing last, and CONTRACTOR may not commence work before NMC signs this Agreement".
- 3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
- 4. A copy of this Amendment No. 1 shall be attached to the Original Agreement.
- 5. This Amendment No. 1 becomes effective upon execution by both NMC and CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center	
By: Gary R. Gray, D.O., Interim CEO	
Date: 6305	CON
APPROVED AS TO LEGAL PROVISIONS	
By: Deputy County Counsel	- 51gh
Date: June 1,221	Date
By:	By:
Chief Deputy Auditor/Controller Date:	<u></u>
	Date
	***In

CONTRACTOR

RACTOR's Business Name uctions) ature of Chair, President, or Vice-President Traci A. Dondanville e: Signature of Secretary, Asst. Secretary Treasurer or Asst. Treasurer) Fong, Secretary MAMIP

Name and Title Date: 5

***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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)