

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN BIG INVENTORY, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
PHYSICAL INVENTORY SERVICES**

This Amendment No. 3 to the Services Agreement ("Agreement") which was effective on May 1, 2019 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and BIG Inventory, Inc. ("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 BIG Inventory, Inc. for physical inventory services with a term 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 June 3, 2020 via Renewal and Amendment No. 1 to extend the term for an additional one (1) year period through April 30, 2021 for a revised term Agreement of May 1, 2019 through April 30, 2021 and to add an additional \$25,000, thereby increasing the total Agreement amount to \$50,000; and

WHEREAS, the Parties amended the Agreement on March 10, 2021 via Amendment No. 2 to extend the term for an additional one (1) year period through April 30, 2022 for a revised term Agreement of May 1, 2019 through April 30, 2022 and to add an additional \$25,000, thereby increasing the total Agreement amount to \$75,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 3 to extend it for an additional fifteen (15) month period through July 31, 2023 for a revised term Agreement of May 1, 2019 through July 31, 2023 to allow for services to continue with no changes to the scope of work, with a \$15,000 increase for a total agreement amount not to exceed \$90,000.

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 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. Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
"COUNTY shall pay the 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 COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$90,000."
2. The first sentence of Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from May 1, 2019 through July 31, 2023 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. 3 and shall continue in full force and effect as set forth in the Agreement and in Renewal and Amendment No. 1 and Amendment No. 2.
4. A copy of this Amendment No. 3 shall be attached to the Agreement.
5. This Amendment No. 3 shall be effective 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. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: 
Charles R. Harris, CEO

Date: 4/7/22

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: Apr 5, 2022

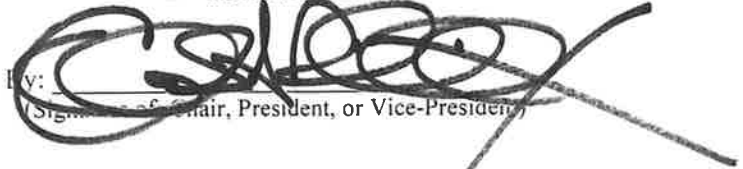
APPROVED AS TO FISCAL PROVISIONS

By: Burcu Mousa
Monterey County Deputy Auditor/Controller

Date: 4/5/2022

CONTRACTOR

BIG Inventory, Inc.
CONTRACTOR's Business Name
See instructions below

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

Chuck Phillips, CEO/President
Name and Title

Date: 3/28/2022

By: 
(Signature of: Secretary, Asst. Secretary, CEO, Treasurer, or Asst. Treasurer)

Beth Phillips, COO/VP
Name and Title

Date: 3/28/2022

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).