

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN PURESERVE BUILDING SERVICES INC. AND
NATIVIDAD MEDICAL CENTER
FOR
PROFESSIONAL BUILDING MAINTENANCE SERVICES**

This Amendment No. 1 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 (hereinafter "NMC"), and Pureserve Building Services, Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed with Pureserve Building Services, Inc. for Professional Building Maintenance Services with a term May 1, 2019 through April 30, 2020 and a total Agreement amount not to exceed \$64,116; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement via Amendment No. 1 to extend it for an additional two (2) year period through April 30, 2022 to allow for services to continue with no changes to the scope of work or billing rates, with a \$130,000 increase for a total Agreement amount of \$194,116.

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

1. Paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:
"NMC 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 NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$194,116."
2. The first sentence of the Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from May 1, 2019 through April 30, 2022 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. 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 Agreement.
5. This Amendment No. 1 shall be effective when signed by both Parties.

~ Signature page to follow ~

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 No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: Stacy D. Wells
Monterey County Deputy County Counsel

Date: 2/27/20

APPROVED AS TO FISCAL PROVISIONS

By: B. M. Cus
Monterey County Deputy Auditor/Controller

Date: 2/28/2020

CONTRACTOR

Pureserve Building Services, Inc.

CONTRACTOR's Business Name

See instructions below

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

Hector Marquez / CEO
Name and Title

Date: 2-3-2020

By: [Signature]
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Veronica Santiago / COO
Name and Title

Date: 2-5-2020

*****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).