

**RENEWAL & AMENDMENT NO. 3
TO THE ADDENDUM
BY AND BETWEEN THE GORDIAN GROUP, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR JOB ORDER CONTRACTING (JOC) ADMINISTRATIVE SERVICES
RENDERED UNDER THE SOURCEWELL CONTRACT #071415-CGI**

This Renewal & Amendment No. 3 to the Services Agreement (“Agreement”) which was effective on September 15, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and **The Gordian Group, 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, Sourcewell (formerly the National Joint Powers Alliance, aka “NJPA”) is a public agency operating under the enabling authority outlined in Minnesota Statute 123A.21, which allows participating nationwide government and education agencies (“Members”) to reduce the cost of purchasing by leveraging their combined national purchasing power through cooperative efforts.

WHEREAS, NJPA released RFP #071415 for Indefinite Quantity Construction Contracting Systems and Related Services on July 15, 2015; and

WHEREAS, Gordian was awarded Contract #071415-GGI (“Sourcewell Contract”), effective September 15, 2015, as a responsive Proposer to RFP #071415; and

WHEREAS, the County of Monterey is a member of Sourcewell and as such, and as per the terms of the RFP #071415 which allows all public agencies within the U.S. to procure off of the contract awarded from RFP #071415, NMC intends to procure such services from Gordian piggybacking off the Sourcewell Contract during its current Contract term of September 15, 2015 through September 15, 2020; and

WHEREAS, NMC and Gordian agreed to additional terms and conditions relevant specifically to work for Natividad Medical Center and thereby executed an Addendum to the Sourcewell Contract; and

WHEREAS, NMC and Gordian amended the Addendum on July 17, 2019 via Amendment No. 1 to extend the term for an additional one (1) year period through September 15, 2020 and to add an additional \$175,000, thereby increasing the total amount to \$275,000.

WHEREAS, the Parties amended the Addendum on September 29, 2020 via Amendment No. 2 to extend it for an additional one (1) year period through September 15, 2021 with a \$250,000 increase for a revised total amount not to exceed \$525,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Addendum via Amendment No. 3 with no change to the agreement term of September 15, 2015 through September 15, 2021 and adding \$70,000 for a revised total spending limit not to exceed \$595,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to renew & amend the Addendum as follows:

The Addendum is hereby amended on the terms and conditions as set forth in the Addendum except as specifically set forth below.

1. Paragraph 6 shall be amended to the following:

“The total amount for services described herein shall not exceed \$595,000.”

2. Except as provided herein, all remaining terms, conditions and provisions of the Addendum are unchanged and unaffected by this Renewal & Amendment No. 3 and shall continue in full force and effect as set forth in the Addendum, in Amendment No. 1 and in Amendment No. 2.
3. A copy of this Renewal & Amendment No. 3 shall be attached to the Addendum.
4. This Renewal & Amendment No. 3 shall be effective when 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 Renewal & Amendment No. 3 on the basis set forth in this document and have executed this Renewal & Amendment No. 3 on the day and year set forth herein.

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: *Stacy L. DeLoe*
Monterey County Deputy County Counsel

Date: 11/15/2021

APPROVED AS TO FISCAL PROVISIONS

By: *Jary Gibonsy*
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

The Gordian Group
CONTRACTOR's Business Name
See instructions below

DocuSigned by:
By: *Ammon T. Leshner*
(Signature of: Chair, President, or Vice-President)

Ammon T. Leshner Vice President

Name and Title

Date: 11/9/2021 | 5:03 PM EST

DocuSigned by:
By: *Jay Mackerer*
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Jay Mackerer CFO

Name and Title

Date: 11/9/2021 | 4:16 PM PST

*****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).