### RENEWAL AND AMENDMENT NO. 4 TO SERVICES AGREEMENT

#### BETWEEN STRYKER SALES CORPORATION DBA STRYKER INSTRUMENTS THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR

#### PREVENTATIVE MAINTENANCE ON POWER TOOLS AND NEPTUNE EQUIPMENT

This Renewal and Amendment No. 4 to the Services Agreement ("Agreement") which was effective on May 18, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Stryker Sales Corporation dba Stryker Instruments ("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 by COUNTY and CONTRACTOR for preventative maintenance on power tools and Neptune equipment with a term May 1, 2018 through April 30, 2020 and a total Agreement amount not to exceed \$69,789; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on May 16, 2019 via Amendment No. 1 add a ProCare Protect maintenance and repair plan on endoscopy equipment for a thirty-six (36) month period costing \$3,175 per month (\$114,300 total cost for 36 months) for a revised total Agreement amount of \$184,089; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on October 29, 2020 via Amendment No. 2 to add a Prevent Care maintenance and repair plan on endoscopy equipment for a twenty four (24) month period costing \$3,159.46 per month (\$75,827.04 total cost for 24 months) for a revised total Agreement amount of \$259,916.04; and

WHEREAS, Stryker Sales Corporation has changed its corporate name to Stryker Sales, LLC, effective as of January 1, 2021; and

WHEREAS, the Agreement expired on May 14, 2022; and

WHEREAS, COUNTY AND CONTRACTOR amended the Agreement on March 15, 2023 via Renewal and Amendment No. 3 to extend the term for an additional three (3) year period for a revised term of Agreement (May 1, 2018 through May 14, 2025) to allow for services to continue with revisions to the original scope of work attached hereto as "Exhibit A-3 as per Renewal and Amendment No. 3" and to increase the amount payable by \$339,300 for a revised total Agreement amount of \$599,216.14; and

WHEREAS, the Agreement expired on May 14, 2025; and

WHEREAS, COUNTY and CONTRACTOR currently wish to renew amend the Agreement via Renewal and Amendment No. 4 to extend it for an additional six (6) month period (May 15, 2025 through November 14, 2025) for a revised Agreement term May 1, 2018 through November 14, 2025 to allow for continued need of CONTRACTOR's services with revisions to the scope of work attached hereto as "Exhibit A-4: Additional Scope of Services/Payment Provisions as per Renewal and Amendment No. 4." and to increase the amount payable by an additional \$40,000 for a revised total Agreement amount of \$639,216.14.

#### **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 Amendment No. 1, Amendment No. 2, and Renewal and Amendment No. 3 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, plus Exhibit A-4 as per Renewal and Amendment No. 4 attached hereto this Renewal and Amendment No. 4. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$639,216.14."
- 2. The first sentence of <u>Paragraph titled</u>, "TERM OF AGREEMENT" shall be amended to the following: "The term of this Agreement is from May 1, 2018 through November 14, 2025 unless sooner terminated pursuant to the terms of this Agreement."
- 3. Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to read as follows:

"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Addendum No. 1 (Modification to certain terms and conditions)

**Exhibit A: Scope of Services/Payment Provisions** 

Exhibit A-1: Product Service Plan- Equipment Inventory

Exhibit A-3: Additional Scope of Services/Payment Provisions as per Renewal and Amendment No. 3.

Exhibit A-4: Additional Scope of Services/Payment Provisions as per Renewal and Amendment No. 4.

**Exhibit B: Additional Risk Provisions** 

Exhibit C: Scope of Services/ Payment Provisions for ProCare Protect Plan for Endoscopy

Equipment

Exhibit D: Scope of Services/ Payment Provisions for Prevent Care Plan for Endoscopy Equipment."

- 4. Exhibit A-4: Additional Scope of Services/Payment Provisions is hereby added to the Agreement as attached hereto.
- 5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2 and Renewal and Amendment No. 3.
- 6. If there is any conflict or inconsistency between the provisions of Agreement, Amendment No. 1, Amendment No. 2, Renewal and Amendment No. 3, or this Renewal and Amendment No. 4, the provisions of this Renewal and Amendment No. 4 shall govern.
- 7. A copy of this Renewal and Amendment No. 4 shall be attached to the Agreement.
- 8. This Renewal and Amendment No. 4 shall be effective retroactively on May 15, 2025.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 4 as follows:

#### COUNTY OF MONTEREY on behalf of CONTRACTOR NATIVIDAD MEDICAL CENTER Stryker Sales Corporation dba Stryker Instruments Charles R. Harris, CEO CONTRACTOR's Business Name \*\*\*See instructions below\*\*\* DocuSinged by: Date: kenin kowalski (Signature of Chair, President, or Vice-President) APPROVED AS TO LEGAL PROVISIONS Kevin Kowalski, Director of Sales Name and Title Monterey County Deputy County Counsel Date: 8/5/2025 | 4:52 PM PDT Date: 10/28/2025 | 3:25 PM PDT DocuSigned by: (Signature of Secretary, Asst. Secretary, CFO, APPROVED AS TO FISCAL PROVISIONS Treasurer, or Asst. Treasurer) DocuSigned by: Patricia Rung By: Paul Glynn, Vice President of Sales Momerty County Deputy Auditor/Controller Name and Title Date: 10/29/2025 | 1:41 PM PDT Date: 8/6/2025 | 7:31 AM PDT

#### \*\*\*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).

# Docusign Envelope ID: 0BC7A0F4-DB20-413B-B4D5-82CE4DC05478 Provisions as per Renewal and Amendment No. 4.

1941 Stryker Way Portage, MI 49024 t: 1-800-253-3210 www.stryker.com



Instruments

Quote Number:

10945671

Prepared For:

NATIVIDAD MED CTR

Account Number:

210367

Quote Date:

04/21/2025

Proposal Submitted To		From		
Name:	NATIVIDAD MED CTR	Katie Kipp		
Address:	1441 CONSTITUTION BLVD SALINAS, California 93906-3100	katie.kipp@stryker.com		
Phone:	+18317554316	Work #		
		Mobile #		
Email:				

Account#	Customer Name	<b>New Monthly Payment</b>	<b>New Contract End Date</b>	Term (M)
210367	NATIVIDAD MED CTR	\$10,379.48	11/14/2025	6

#### **PROCARE COVERAGE**

#### **Existing Equipment**

Product	Description	Yrs.	Qty
0702-014-000W	Neptune 2 Docker 2PM Prevent ProCare (Per Obsolescence Schedule)	.50	2
0703-001-000W	Neptune 3 Rover 2PM Prevent ProCare +SEM	.50	5
4505-000-000W	System 8 Cordless Driver ProCare (Per Obsolescence Schedule)	.50	6
4508-000-000W	System 8 Sabo Sag Saw ProCare (Per Obsolescence Schedule)	.50	3
4400-000-000W	POWEReam Attachment ProCare	.50	3
4000-000-000W	Cordless/Rotary Attch ProCare	.50	12
8212-000-000W	OO-000W System 8 Small Battery ProCare (Per Obsolescence Schedule)		8
5400-052-000W	CORE 2 Console ProCare	.50	2
7110-120-000W	0-120-000W Universal Charger ProCare		2
7400-015-000W	TPX Micro Drill ProCare	.50	3
7400-031-000W	TPX Oscillating Saw ProCare	.50	2
7400-034-000W	TPX Sagittal Saw ProCare	.50	3
7400-037-000W	TPX Reciprocating Saw ProCare	.50	3
7400-062-000W	TPX Electric Wire Driver ProCare		3
7400-099-000W	TPX Universal Driver ProCare	.50	2
7400-000-000W	TPX Attachment ProCare	.50	6
Quote 10945671			04/21/20

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		Instrume	nts
8205-000-000W	System 8 Dual Trigger ProCare (Per Obsolescence Schedule)	.50	4
8206-000-000W	System 8 Recip Saw ProCare (Per Obsolescence Schedule)	.50	4
8207-000-000W	System 8 Sternum Saw ProCare (Per Obsolescence Schedule)	.50	1
3208-000-000W	System 8 Sagittal Saw ProCare (Per Obsolescence Schedule)	.50	4
8209-000-000W	System 8 Precision Saw ProCare (Per Obsolescence Schedule)	.50	4
8000-000 <b>-</b> 000W	System 8 Attachment ProCare (Per Obsolescence Schedule)	.50	8
8215-000-000W	System 8 Large Battery ProCare (Per Obsolescence Schedule)	.50	8
9000-200-000W	ProCare Diagnostic Services Tier 1	.50	2
		Monthly Payment	\$5,843.4

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## SCHEDULE 1 to EXHIBIT 1 EQUIPMENT

Quote Number:

10945671

Prepared For:

NATIVIDAD MED CTR

Account Number:

210367

Quote Date:

04/21/2025

Repair Items Schedule 1 - Section A

Product #	Description	Serial #
0702-014-000W	Neptune 2 Docker 2PM Prevent ProCare	1600407473
0703-001-000W	Neptune 3 Rover 2PM Prevent ProCare +SEM	1708117113
0703-001-000W	Neptune 3 Rover 2PM Prevent ProCare +SEM	2004104373
0703-001 <b>-</b> 000W	Neptune 3 Rover 2PM Prevent ProCare +SEM	2004207433
0703-001-000W	Neptune 3 Rover 2PM Prevent ProCare +SEM	2004403893
0703-001-000W	Neptune 3 Rover 2PM Prevent ProCare +SEM	2327018863
4505-000-000W	System 8 Cordless Driver ProCare	2306607463
4505-000-000W	System 8 Cordless Driver ProCare	1818012693
4505-000-000W	System 8 Cordless Driver ProCare	1927000313
4505 <b>-</b> 000-000W	System 8 Cordless Driver ProCare	R7424
4505-000-000W	System 8 Cordless Driver ProCare	1703009233
4505-000-000W	System 8 Cordless Driver ProCare	2111303983
4508-000-000W	System 8 Sabo Sag Saw ProCare	2200500393
4508-000-000W	System 8 Sabo Sag Saw ProCare	2303401763
4508-000-000W	System 8 Sabo Sag Saw ProCare	1901407283
5400-052-000W	CORE 2 Console ProCare	2223100379
5400-052-000W	CORE 2 Console ProCare	2223100439
7110-120-000W	Universal Charger ProCare	1622800343
7110-120-000W	Universal Charger ProCare	1622800353
7400-015-000W	TPX Micro Drill ProCare	2223806703
7400-015-000W	TPX Micro Drill ProCare	2223806723
7400-015-000W	TPX Micro Drill ProCare	2317813643
7400-015-000W	TPX Micro Drill ProCare	2233509853
7400-031-000W	TPX Oscillating Saw ProCare	2231414843
7400-031-000W	TPX Oscillating Saw ProCare	2231415303
7400-031-000W	TPX Oscillating Saw ProCare	2229812663
7400-034-000W	TPX Sagittal Saw ProCare	2230114813

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		Instruments
7400-034-000W	TPX Sagittal Saw ProCare	2200726893
7400-037-000W	TPX Reciprocating Saw ProCare	2234802083
7400-037-000W	TPX Reciprocating Saw ProCare	2235511613
7400-062-000W	TPX Electric Wire Driver ProCare	2234900463
7400-062-000W	TPX Electric Wire Driver ProCare	2321600653
7400-099-000W	TPX Universal Driver ProCare	2234918203
7400-099-000W	TPX Universal Driver ProCare	2036407513
7400-099-000W	TPX Universal Driver ProCare	1936417293
8205-000-000W	System 8 Dual Trigger ProCare	2222709683
8205-000-000W	System 8 Dual Trigger ProCare	2223600133
8205-000-000W	System 8 Dual Trigger ProCare	2223600153
8205-000-000W	System 8 Dual Trigger ProCare	1928411213
8206-000-000W	System 8 Recip Saw ProCare	2221310063
8206-000-000W	System 8 Recip Saw ProCare	2223001923
8206-000-000W	System 8 Recip Saw ProCare	2223021703
8206-000-000W	System 8 Recip Saw ProCare	2223021833
8207-000-000W	System 8 Sternum Saw ProCare	1703303853
8208-000-000W	System 8 Sagittal Saw ProCare	2221620613
8208-000-000W	System 8 Sagittal Saw ProCare	2221621223
8208-000-000W	System 8 Sagittal Saw ProCare	2221621933
8208-000-000W	System 8 Sagittal Saw ProCare	1935212043
8209-000-000W	System 8 Precision Saw ProCare	2224102713
8209-000-000W	System 8 Precision Saw ProCare	2224102863
8209-000-000W	System 8 Precision Saw ProCare	2224102993
8209-000-000W	System 8 Precision Saw ProCare	2224103023
9000-200-000W	ProCare Diagnostic Services Tier 1	N/A

Replacement Items Schedule 1 - Section B

Product #	Description
4400-000-000W	POWEReam Attachment ProCare
4000-000-000W	Cordless/Rotary Attch ProCare
8212-000-000W	System 8 Small Battery ProCare
7400-000-000W	TPX Attachment ProCare
8000-000-000W	System 8 Attachment ProCare
8215-000-000W	System 8 Large Battery ProCare

Quote 10945671 04/21/2025



Quote Number:

10235435

Quote Name:

210367 - NATIVIDAD MED CTR - Protect Renewal Proposal - 40089752 - EXP 05/14/2025

Prepared For:

210367: NATIVIDAD MED CTR

Ship To		Bill To		From
Name:	NATIVIDAD MED CTR	Name:	NATIVIDAD MED CTR	Rep:
Address:	1441 CONSTITUTION BLVD	Address:	1441 CONSTITUTION BLVD	Rep Phone:
	SALINAS, California 93906- 3100		SALINAS California 93906- 3100	Email:
Phone:		Phone:	+18317554316	GPO Name: VIZIENT, INC

#### Service

Part No	Description	Months	Qty	Sell Price Ea. / Month	Total Monthly Sell Price
0220220300W	PKG L10 LED LIGHT SOURCE WITH AIM ProCare	6	1	\$52.00	\$52.00
0620050000W	PNEUMOCLEAR PLUS CO2 CONDITIONING INSUFF ProCare	6	1	\$34.67	\$34.67
0475100000W	PKG CROSSFIRE 2 CONSOLE ProCare	6	1	\$56.00	\$56.00
0450000000W	PKG CROSSFLOW CONSOLE ProCare	6	1	\$48.00	\$48.00
0240080230W	SDP1000 ProCare	6	2	\$30.67	\$61.34
PC9001W	Video Processor Illuminator VPI ProCare	6	1	\$164.00	\$164.00
0240031300W	Pkg 32IN 4K OLED Surgical Display ProCare	6	2	\$165.33	\$330.66
0240-200-200W	PKG CONNECTED OR HUB SYSTEM ProCare	6	1	\$74.67	\$74.67
1788010000W	PKG 1788 Camera Control Unit CCU ProCare	6	1	\$50.67	\$50.67
0220240300W	PKG L12 LED LIGHT SOURCE WITH AIM ProCare	6	1	\$50.67	\$50.67
0240031065W	Pkg SYNK 4K Wireless Transmitter ProCare	6	1	\$29.33	\$29.33
0240031075W	Pkg SYNK 4K Wireless Receiver ProCare	6	1	\$24.00	\$24.00
1788610122W	PKG 1788 4K CAMERA HEAD WITH INT ProCare	6	4	\$222.67	\$890.68
0502-538-010W	SPY LAPAROSCOPE AUTOCLAVABLE DIA ProCare	6	4	\$146.67	\$586.68
0502-538-030W	SPY LAPAROSCOPE AUTOCLAVABLE DIA ProCare	6	4	\$146.67	\$586.68
HH9030W	SPY-PHI Handheld Imager ProCare	6	1	\$1,320.00	\$1,320.00
0375708500W	PACKAGING FORMULA 180 SHAVER HAND CONTRO ProCare	6	2	\$88.00	\$176.00
		Servic	Service Total Monthly:		\$4,536.03