

**AMENDMENT NO. 6
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN Prevent Life Safety Services Inc AND
THE NATIVIDAD MEDICAL CENTER
FOR**

Fire Protection, Fire Damper Inspection and Repair Services

This Amendment No. 6 to Professional Services Agreement ("Agreement"), dated July 1, 2008, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Prevent Life Safety Services Inc (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor amended the Agreement previously on July 1, 2009 via Renewal and Amendment No. 1, on July 1, 2010 via Amendment No. 2, on February 11, 2011 via Renewal and Amendment No. 3, on July 1, 2012 via Amendment No. 4, and on July 1, 2013 via Amendment No. 5; and;

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement by \$21,963 to extend the term end date to allow for existing services to continue.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No.MYA440).
2. Section 1. "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$78,037.00.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (MYA440) shall not exceed the total sum of \$100,000 for the full term of the Agreement*".
3. Section 2. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from July 1, 2008 to June 30, 2014 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from July 1, 2008 to June 30, 2015 unless sooner terminated pursuant to this Agreement*".
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Renewal and Amendment Nos.1, 3 and Amendment 2,4,5 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No. 6 and all previous amendments shall be attached to the original Agreement (No.MYA440).
6. The effective date of this Amendment is July 1, 2014.

Amendment No. 6
Prevent Life Safety Services
Fire Protection, Fire Damper Inspection and Repair Services
Natividad Medical Center
Term: July 1, 2008 thru June 30, 2015
Not to Exceed: \$ 100,000

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment 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: _____
Sid Cato, NMC Contracts Manager

Date: _____

By: _____
Harry Weis, NMC Chief Executive Officer

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Anne Brauer
Monterey County, Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Gary Giboney
Monterey County Auditor/Controller's Office

Date: _____

CONTRACTOR

Contractor's Business Name*** (see instructions)

Dennis M. Cohan
Signature of Chair, President, or Vice-President

DENNIS M. COHAN, PRESIDENT
Name and Title

Date: 4/16/14

By: Carol D Cohan
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Carol D Cohan, Secretary
Name and Title

Date: 4/16/14

*****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)

Amendment No. 6
Prevent Life Safety Services
Fire Protection, Fire Damper Inspection and Repair Services
Natividad Medical Center
Term: July 1, 2008 thru June 30, 2015
Not to Exceed: \$ 100,000

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment 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: 
Sid Cato, NMC Contracts Manager
Kristen Aldrich

Date: 7-1-14

By: 
Harry Weis, NMC Chief Executive Officer

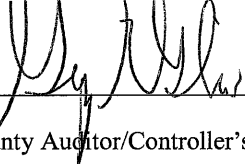
Date: 4/15/14

APPROVED AS TO LEGAL PROVISIONS

By: 
Anne Brauer
Monterey County, Deputy County Counsel

Date: 9/17/14

APPROVED AS TO FISCAL PROVISIONS

By: 
Gary Giboney
Monterey County Auditor/Controller's Office

Date: 4-17-14

CONTRACTOR

Contractor's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President

Name and Title

Date: _____

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

Name and Title

Date: _____

*****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)

**AMENDMENT NO. 5
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN Prevent Life Safety Services Inc AND
THE NATIVIDAD MEDICAL CENTER
FOR**

Fire Protection, Fire Dampers Inspection and Repair Services

This Amendment No. 5 to Professional Services Agreement ("Agreement"), dated July 1, 2008, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Prevent Life Safety Services Inc (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor amended the Agreement previously on July 1, 2009 via Amendment No. 1, on July 1, 2010 via Amendment No. 2, and on February 11, 2011 via Amendment No.3 and on July 1, 2012 via Amendment No. 4.

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No.MYA440).
2. Section 2. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from July 1, 2008 to June 30, 2013 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from July 1, 2008 to June 30, 2014 unless sooner terminated pursuant to this Agreement.*"
3. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement and Amendment Nos.1, 2, 3 and 4 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment and all previous amendments shall be attached to the original Agreement (No.MYA440).
5. The effective date of this Amendment is July1, 2013.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment 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: Sid Cato
Sid Cato, NMC Contracts Manager

Date: 7-1-13

By: Harry Weis
Harry Weis, NMC Chief Executive Officer

Date: 6/13/13

APPROVED AS TO LEGAL PROVISIONS

By: Anne Brauer
Anne Brauer
Monterey County, Deputy County Counsel

Date: June 20, 2013

APPROVED AS TO FISCAL PROVISIONS

By: Gary Giboney
Gary Giboney
Monterey County Auditor/Controller's Office

Date: _____

Contractor

PREVENT Life Safety Services
Contractor's Business Name***(see instructions)

[Signature]
Signature of Chair, President, or Vice-President

President

Name and Title

Date: 5/20/2013

By: Carol D. Cohan
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Carol D. Cohan
Name and Title

Date: 5/22/13

***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)

MYA-440

Original Agreement No. or PO No. (SC2341)

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN Prevent AND
THE NATIVIDAD MEDICAL CENTER
FOR**

Provide Fire Protection, Fire Damper Inspection and Repair Services

This Amendment No. 3 to Professional Services Agreement ("Agreement"), dated July 1, 2008, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Prevent(Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor amended the Agreement previously on July 1, 2009 via Amendment No. 1, on July 1, 2010 via Amendment No. 2, and on July 1, 2011 via Amendment No.3.

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue.

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension.

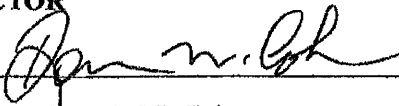
AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No.SC2341).
2. Section 2. , "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$18,037.00.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (SC2341) shall not exceed the total sum of \$78,037.00 for the full term of the Agreement.*"
3. Section 3. , "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from July 1, 2008 to June 30, 2009 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from July 1, 2008 to June 30, 2013 unless sooner terminated pursuant to this Agreement.*"
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1, 2, and 3 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment and all previous amendments shall be attached to the original Agreement (No.SC2341).
6. The effective date of this Amendment is July1, 2012.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

CONTRACTOR

Signature 1 

Dated May 1, 2012

Printed Name Dennis M. Cohan

Title President

Signature 2 


Dated May 1, 2012

Printed Name Carol D. Cohan

Title Secretary

*****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. 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. 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.

NATIVIDAD MEDICAL CENTER

Signature 
Purchasing Manager

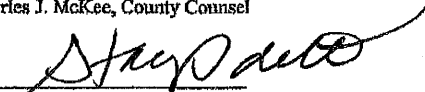
Dated 6-30-12

Signature 
NMC - CEO

Dated 5-10-12

Approved as to Legality and Legal Form:

Charles J. McKee, County Counsel

By 
Stacy Saetta, Deputy
Attorneys for County and NMC

Dated: 5/17, 2012

Reviewed as to fiscal provisions


Auditor-Controller
County of Monterey

5-18-12

**RENEWAL AMENDMENT NO. 3
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN PREVENT AND
THE NATIVIDAD MEDICAL CENTER
FOR**

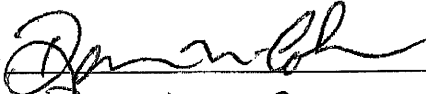
Provide Fire Protection, Fire Damper Inspection/Repairs throughout NMC

The parties to Professional Service Agreement, dated July 01, 2008 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and PREVENT(Contractor), hereby agree to renew their Agreement No. (SC 953) on the following terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (SC 953). Additionally services will include those described on Attachment A, attached to this Amendment #3.
2. This Amendment shall become effective on February 11, 2011 and shall continue in full force until June 30, 2012
3. The total amount payable by County to Contractor under Agreement No. (SC 953) shall not exceed the total sum of \$69,037 for the full term of the Agreement and \$33,000 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (SC 953).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature 
 Printed Name Dennis Conan

Dated 2/12/11
 Title President

NATIVIDAD MEDICAL CENTER

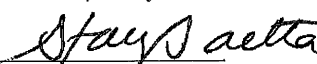
Signature 
 Purchasing Manager

Dated 2-28-11

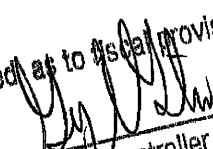
Signature 
 NMC - CEO

Dated 2/12/11

Approved as to Legal Form:
 Charles J. McKee, County Counsel

By 
 Stacy Sacitta, Deputy
 Attorneys for County and NMC

Dated: 2/25, 2011

Reviewed as to Fiscal Provisions

 Auditor-Controller
 County of Monterey 2/25/11



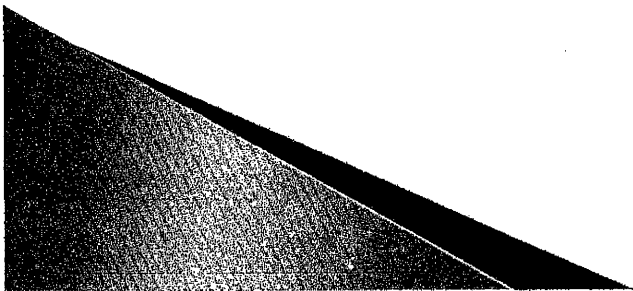
Attachment A

Life Safety Services

Fire Damper Inspection Proposal
for
Natividad Medical Center

February 10, 2011
Submitted by: *Jodi Clem*

(925) 570-5183
www.prevent-lss.com





Life Safety Services

Fire Damper Inspection Background and Expertise

Company

- ▶ Over 15 years of Healthcare, post-occupancy experience;
- ▶ Inspected over 100,000 dampers
- ▶ Experienced field staff with an average of 3-5 years in this role; Field Technicians clean and quiet and have ability to evacuate quickly in an emergency

Services

- ▶ Fire Dampers – Ability to provide inspection as well as repair service; including installing access doors on the spot
- ▶ “The Solution” Infection Control Ceiling Access System with built-in HEPA filtration employed on all jobs (as required)
- ▶ Electronically formatted, detailed reporting: includes damper label, damper log and map showing damper location
- ▶ Reports (PDF/CAD) available via hard copy and/or electronic format.

Major Fire Damper Customers:

- ▶ **John Muir Health, CA** – Inspected 2000 dampers
- ▶ **California Pacific Medical Centers, CA** – Inspected over 3000 dampers
- ▶ **Kaiser Permanente Medical Centers** – Inspected over 8000 dampers



Fire Damper Inspection Statement of Work

1. Locate and inspect all fire dampers and fire/ smoke dampers in the facility.

Inspection to verify the following:

- A. Full unobstructed access to the fire damper or combination fire/smoke damper shall be tested and corrected as required.
- B. If the damper is equipped with a fusible link, the link shall be removed to ensure full close and lock in-place if so equipped.
- C. The operational test shall verify that there is no damper interference due to rusted, bent, misaligned, or damaged frames or blades, and check for defective hinges or other moving parts.
- D. Verify that the damper is free of any obstructions or penetrating items that would affect the fire damper operation.
- E. The fusible link is reinstalled after testing is complete. If the fusible link is damaged or painted, it shall be replaced by a link of the same size, temperature and load rating.
- F. Each damper assembly is HEPA vacuumed.

2. Document the inspection of all fire dampers and fire/ smoke dampers in the facility.

Documentation to include:

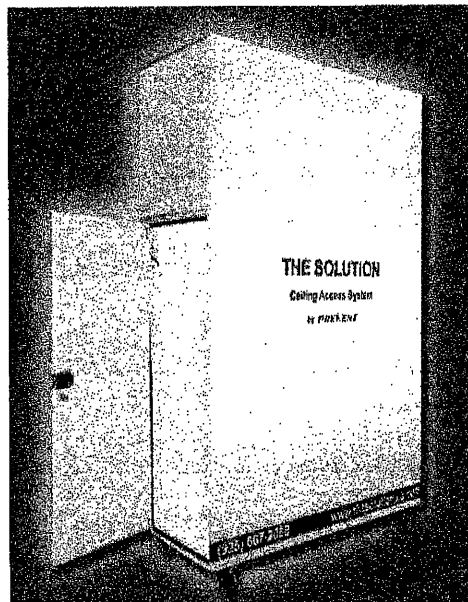
- A. Labeling each damper with a number. If numbers have been previously assigned by the facility, PREVENT shall verify those numbers and locations.
- B. Each damper location shall receive a sticker indicating inspection date, inspection findings (pass or fail) and inspector name.
- C. A log of all dampers that includes inspection date, inspector's name, whether the damper passed or failed, and if it failed, the correction required. Minor corrections shall be made at the time of inspection and documented in the log. Minor corrections include removing an obstruction such as a screw, wire, or other item placed to hold the damper open, whether intentionally or inadvertently.
- D. Photo documentation shall be provided for all dampers needing repair.
- E. All dampers shall be clearly identified and shown on plans. Typically, these are either, Life Safety Plans, Mechanical Plans, or Floor Plans. Plans shall be provided in PDF format showing all damper locations, unless requested otherwise.
- F. All documentation shall be submitted to the owner in both hard copy and digital format.

Fire Damper Inspection Statement of Work (Con'd)

3. Implement infection control and safety procedures to ensure a safe healthcare environment for patients, healthcare workers, the public, and PREVENT personnel.

Those procedures include:

- A. Getting permission to work in the required areas of the facility.
- B. Using *"The Solution"* Ceiling Access Containment Unit, manufactured by PREVENT Life/Fire Safety Services. This unit is a self contained, HEPA filtered, negative pressure enclosure that allows inspection and repair personnel to isolate their activities from patients, healthcare workers and the public.
- C. Complying with all facility requirements for safety and infection control training specific to the facility.
- D. Meeting requirements of all ICRA guidelines for the facility.



Fire Damper Inspection Quote:

For:
Natividad Medical Center

Pricing:

Main Hospital	627 dampers	\$	23,495.00
		Total Price	\$ 23,495.00

Use of "The Solution" Infection Control Ceiling Access System	included
Installation of duct access door (include Duct Mate Door)	\$50/opening
additional dampers	\$37 each

Job Specific Requirements/Instructions:

- If no access door exists at the damper; installation of Duct Mate access door shall be made, upon approval of customer
- All repairs will be quoted on a per project basis. We are able to make all repairs as needed.
- Areas needing off hour work such as ER and OR are included in cost.

Jodi Clem,
Sr. Account Manager

Signature
Natividad Medical Center

PREVENT
Life Safety Services

Fire Damper Repairs Statement of Work

Background:

- ▶ Code Requirements:
According to NFPA 80 "If the damper is not operable, repair shall begin with out delay."

Fire Damper Repair Capabilities:

- ▶ Fire damper repairs are identified during the FDI process and repair quotes are specific to the deficiencies identified
- ▶ Repairs range from correcting a faulty motor or mechanism to a complete removal and replacement of the damper and/or actuator (motor)
- ▶ Replacing motors is priced on a per unit basis and includes the labor and the cost of the unit
- ▶ PREVENT works on and replaces a large variety of motors and fire and/or smoke dampers

Price Quote:

- ▶ Provided upon completion of Fire Damper Inspection
- ▶ Priced based on specific repairs/deficiencies defined in FDI reports

PREVENT Life/Fire Safety Services Offerings

PREVENT's broad range of offerings allows you to have one source you can depend on for many of your Life Safety Services.

Firestopping:

PREVENT's expertise in firestopping keeps us abreast of the latest systems and technology to consistently maintain the integrity of fire and smoke walls. PREVENT ensures that the proper UL systems and materials are used. Our employees receive ongoing training and we are members of, and actively participate in, the FCIA (Firestop Contractors International Association) and the NFPA (Nat'l Fire Protection Agency.)

Fire Damper Inspection and Repair:

PREVENT mechanically inspects, cleans and cycles all your dampers to ensure peak functionality. PREVENT provides detailed reporting through CAD drawings, before and after pictures, and damper logs.

Air Duct Cleaning & Restoration:

Duct cleaning will prolong the life and functionality of your equipment while improving airflow and air quality. PREVENT adheres to strict infection control procedures and requirements and follows NADCA guidelines for proper cleaning procedures. PREVENT regularly performs facility-wide services to meet tight deadlines, yet still providing the highest quality of service and reporting.

Fire Door Inspection, Installation and Repair:

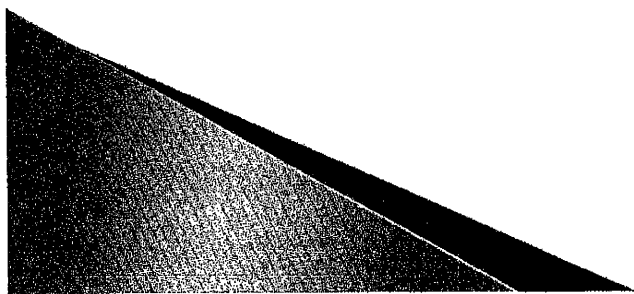
PREVENT brings expertise and experience to fire door maintenance and repair. We can help you with your annual inspections, make any necessary repairs, as well as provide door replacements and new installs. We work with key manufacturers to offer products with the best durability and most recent technology innovations.

NEW Photoluminescent Egress (Exit) Systems (PLES):

PREVENT is a certified PLES installer and offers the most advanced photoluminescent technology available. PREVENT will present a proposal to bring your facility into compliance with the recent IBC code of 2009 and the NFPA regulations.

Corporate Offices:

3201 Doolan Road
Livermore, CA 94551
Phone: (877) 392 - 6074
Fax: (925) 667-2089
www.prevent-Lss.com



~~7/1/09~~

(Original Agreement No. (BPO 323))

**AMENDMENT NO. 2
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Prevent AND
THE COUNTY OF MONTEREY
FOR**

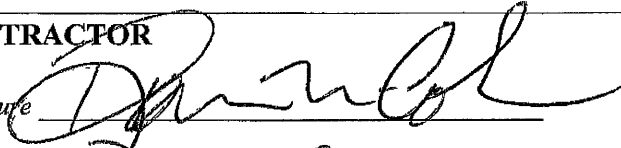
Provide Fire Protection, Fire Damper Inspection/Repairs throughout NMC

The parties to Professional Service Agreement, dated July 01, 2008 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Prevent (Contractor), hereby agree to amend their Agreement No. (BPO 323) on the following amended terms and conditions:

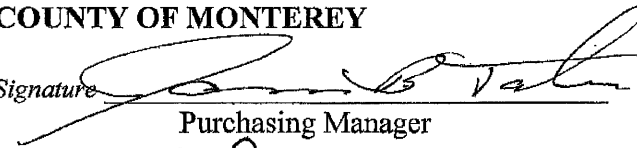
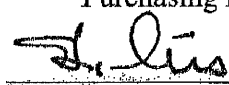
1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (BPO 323).
2. This Amendment shall become effective on July 01, 2010 and shall continue in full force and extending the term date until June 30, 2011.
3. The total amount payable by County to Contractor under Agreement No. (BPO 323) shall not exceed the total sum of \$36,037.00 for the full term of the Agreement and \$18,000.00 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (BPO 323).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

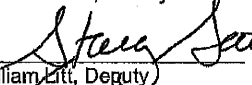
Signature  Dated June 1, 2010
 Printed Name Dennis Cohan Title President

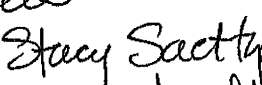
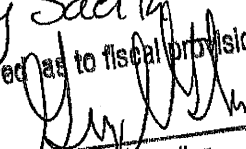
COUNTY OF MONTEREY

Signature  Dated 6/15/10
 Purchasing Manager
 Signature  Dated 6/16/10
 NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By 
 William Litt, Deputy
 Attorneys for County and NMC

 Dated: 6/11, 2010
 Reviewed as to fiscal provisions

 Auditor-Controller
 County of Monterey 6-14-10

**RENEWAL AMENDMENT NO. 1
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Prevent AND
THE COUNTY OF MONTEREY
FOR**

Provide Fire Protection, Fire Damper Inspection/Repairs throughout NMC

The parties to Professional Service Agreement, dated July 01, 2008 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Prevent (Contractor), hereby agree to renew their Agreement No. (B960974410) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (B960974410).
2. This Renewal Amendment shall become effective on July 01, 2009 and shall continue in full force and extending the term date until June 30, 2010.
3. The total amount payable by County to Contractor under Agreement No. (B960974410) shall not exceed the total sum of \$36,037.00 for the full term of the Agreement and \$18,000.00 for fiscal year 2009-2010.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (B960974410).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature _____

[Handwritten Signature]
Jodi Clem

Printed Name _____

Dated _____

4/2/09

Title _____

Operations Manager

COUNTY OF MONTEREY

Signature _____

[Handwritten Signature]
Purchasing Manager

Dated _____

5/23/09

Signature _____

[Handwritten Signature]
NMC - CEO

Dated _____

4/10/09

Approved as to Legal Form:

Charles J. McKee, County Counsel

By _____

[Handwritten Signature]
William Litt, Deputy
Attorneys for County and NMC

Dated: _____, 2009

4/20

Reviewed as to fiscal provisions

[Handwritten Signature]
Auditor-Controller
County of Monterey

4-22-09