# AMENDMENT NO. 3 TO SERVICES AGREEMENT BETWEEN MISSION LINEN SUPPLY AND NATIVIDAD MEDICAL CENTER FOR LINEN CLEANING SERVICES

This Amendment No. 3 to the Services Agreement ("Agreement") which was effective on July 1, 2011 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Mission Linen Supply, (hereinafter "CONTRACTOR"), with respect to the following:

## RECITALS

WHEREAS, the Agreement was entered into for a thirty six (36) month term ending June 30, 2014 for Linen Processing Services per RFP #9600-16 with a total Agreement amount not to exceed \$1,425,000; and

WHEREAS, NMC and CONTRACTOR exercised the first option to amend Agreement (A-12051) on July 1, 2014 via Amendment No. 1 to extend the Agreement to June 30, 2015 with no additional dollars added; and

WHEREAS, NMC and CONTRACTOR exercised the second option to amend the Agreement (A-12051) on April 7, 2015 via Amendment No. 2 with additions to the original scope of work, an additional \$502,000 for the added services, and to extend the Agreement to June 30, 2016 for a total Agreement amount of \$1,927,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to allow for services to continue with a \$180,000 increase for a total Agreement amount of \$2,107,000 with no change to the term.

### **AGREEMENT**

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

The Agreement is hereby amended on the terms and conditions as set forth in Original Agreement and in Amendment No. 1 and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

- 1. Section 6, "PAYMENTS BY NMC" shall be amended to the following; "NMC shall pay the CONTRACTOR in accordance with the payment provision set forth in Exhibit C and in Exhibit C-2 subject to the limitations set forth in this Agreement, Amendment No. 2 and Amendment No. 3. The total amount payable by NMC to CONTRACTOR shall not exceed the sum of \$2,107,000.
- 2. 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, Amendment No. 1, and Amendment No. 2.
- 3. A copy of this Amendment No. 3 shall be attached to the Original Agreement.

**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 on the day and year set forth herein.

Signature page to follow

# Natividad Medical Center

By:Gary R. Gray, DO, CEO
Date:
APPROVED AS TO LEGAL PROVISIONS
By:  Monterey County Deputy County Counsel
Date: 5 - 1 - (()
APPROVED AS TO FISCAL PROVISIONS
By: Monterey County Deputy Auditor/Controller
Date:

# **CONTRACTOR**

MISSION LINEN SUPPLY CONTRACTOR'S Business Name*** (see
CONTRACTOR's Business Name*** (see
instructions)
Man Matter
Signature of Chair, President, or Vice-President
MARK WHITTEN VICE PRESIDENT Name and Title
Date: 4/28/16
By:  (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
KAVIN PARISEAUTI RESPONSE DIRECTOR
Date: 4/28/16
***Instructions
If CONTRACTOR is a corporation, including limited
liability and non-profit corporations, the full legal name of

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)