



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.: A-12530

Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Amendment No. 3 to the Agreement (A-12530) with Modular Devices Inc. for the Lease Agreements for Mobile Computerized Tomography (CT), Mobile Angiography/Interventional Radiology (IR) Laboratory Services and Magnetic Resonance Imaging (MRI), to extend the term of the agreement for an additional one-year period for a revised term of August 1, 2013 through July 31, 2018 and adding \$1,754,500, for a revised total agreement amount not to exceed \$5,366,500.

PASSED AND ADOPTED on this 11th day of October 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on October 11, 2016.

Dated: October 17, 2016
File ID: A 16-286

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By

Deputy

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN MODULAR DEVICES INC. AND
NATIVIDAD MEDICAL CENTER
FOR
LABORATORY EQUIPMENT AND SERVICES**

This Amendment No. 3 to the Services Agreement ("Agreement") which was effective on August 1, 2013 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Modular Devices 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 for Lease Agreements for Mobile Computerized Tomography (CT) and Mobile Angiography/Interventional Radiology (IR) Laboratory Services with a term August 1, 2013 through July 31, 2016 and a total Agreement amount not to exceed \$2,157,000;

WHEREAS, NMC and CONTRACTOR amended the Agreement on August 1, 2014 Amendment No. 1 to add an additional \$295,500, thereby increasing the total agreement amount to \$2,452,500;

WHEREAS, NMC and CONTRACTOR amended the Agreement on June 23, 2015 via Amendment No. 2 to extend the term for an additional one year period for a revised term of August 1, 2013 through July 31, 2017 and adding \$1,159,500 for a revised total Agreement amount not to exceed \$3,612,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend the term for an additional one year period for a revised term of August 1, 2013 through July 31, 2018 and adding an additional \$1,754,500 for a revised total Agreement amount not to exceed \$5,366,500.

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, Amendment No 1, Amendment No. 2, and Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

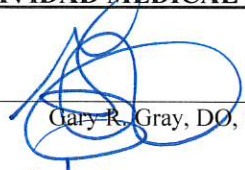
1. Section 2 / Paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:
"The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$5,366,500."
2. The first sentence of Section 3 / Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from August 1, 2013 through July 31, 2018 unless sooner terminated pursuant to the terms of this Agreement."
3. Except as provided herein, all remaining terms, conditions and provisions of the Original 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.
4. A copy of this Amendment No. 3 shall be attached to the Original Agreement.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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 No. 3 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: 
Gary R. Gray, DO, CEO

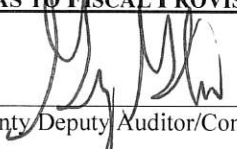
Date: 10/2/16

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: Sept. 22, 2016

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

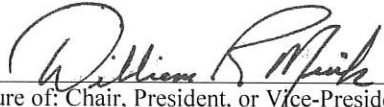
Date: 9-23-16

CONTRACTOR

Modular Devices Inc.

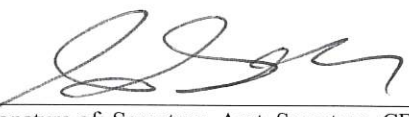
CONTRACTOR's Business Name

See instructions below

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

William R. Mink, President
Name and Title

Date: 7/20/2016

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

Greg S. Mink C.O.O.
Name and Title

Date: 7/20/2016

*****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).