

**RENEWAL AND AMENDMENT NO. 5  
TO THE SERVICES AGREEMENT  
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND  
RBB ARCHITECTS INC.  
FOR  
RADIOLOGY MODERNIZATION PROJECT**

This Renewal and Amendment No. 5 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and RBB Architects Inc. (hereinafter "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 County of Monterey on behalf of Natividad Medical Center and RBB Architects had previously entered into an Agreement for Services (hereinafter "Agreement") on September 23, 2014 to provide architectural services to NMC for a three-year term and a total Agreement amount not to exceed \$862,450; and

**WHEREAS**, NMC and CONTRACTOR amended the Agreement on March 1, 2016 via Amendment No. 1 to modify the scope of work and to add an additional \$354,900, thereby increasing the total Agreement amount to \$1,217,350 with no change to the term end date; and

**WHEREAS**, NMC and CONTRACTOR amended the Agreement on July 1, 2016 via Amendment No. 2 to extend it for an additional two (2) year period through June 30, 2019 to allow for services to continue with revisions to the original scope of work with a \$1,307,000 increase for the added services for a total Agreement amount of \$2,524,350; and

**WHEREAS**, NMC and CONTRACTOR amended the Agreement on April 24, 2019 via Amendment No. 3 to extend it for an additional fourteen (14) month period through August 31, 2020 to allow for completion of the project with no change to the original scope of work or total agreement amount.; and

**WHEREAS**, NMC and CONTRACTOR currently wish to amend the Agreement via Amendment No. 4 to extend it for an additional six (6) month period through February 28, 2021 (August 31, 2020 through February 28, 2021) for revised full agreement term of September 23, 2014 through February 28, 2021 to allow for series to continue with additions to the original scope of work and transfer \$204,000 from the Radiology Modernization capital project fund, for a total Agreement amount of \$2,728,350.

**WHEREAS**, the Agreement expired on February 28, 2021; and

**WHEREAS**, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning March 1, 2021 and to extend the term for an additional three (3) month period through May 31, 2021 (February 28, 2021 through May 31, 2021) for revised full agreement term of September 23, 2014 through May 31, 2021 to allow for services to continue with additions to the original scope of work via Exhibit A -5 per Amendment No.5 and transfer \$114,000 to allow for completion of the Radiology Modernization capital project fund, for a total amount of \$2,842,350.

**AGREEMENT**

**NOW THEREFORE**, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below.

1. Paragraph titled "TERM OF AGREEMENT", first sentence shall be amended to the following:  
***"The term of this Agreement is from September 23, 2014 through May 31, 2021 unless sooner terminated pursuant to the terms of this Agreement."***
2. Section 2, "PAYMENTS BY COUNTY" shall be amended to the following; ***"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-2 Per Amendment No. 2, Exhibit A-4 per Amendment No. 4" plus Exhibit A-5 per Amendment No. 5, subject to the limitations set forth in the Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$2,842,350.***
3. Section 6. Section 6, DESIGN PROFESSIONAL INDEMNIFICATION, is hereby amended and restated to read in its entirety as follows  

"6. DESIGN PROFESSIONAL INDEMNIFICATION.

6.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

6.2 Indemnification for Design Professional Services Claims:  
CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

6.3 Indemnification for All Other Claims or Loss:  
For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by COUNTY, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY."
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect.
5. A copy of this Amendment No. 5 shall be attached to the Original Agreement.
6. This Amendment No. 5 shall be effective when signed by both parties.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 5 as follows:

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

By: \_\_\_\_\_  
Gary R. Gray, DO, CEO

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy County Counsel

Date: \_\_\_\_\_

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Chief Deputy Auditor-Controller

Date: \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_  
**CONTRACTOR's Business Name**  
\*\*Signature instructions below\*\*

By: \_\_\_\_\_  
(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: \_\_\_\_\_

**\*\*\*SIGNATURE 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. (2 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. (2 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. (1 signature required)