

**RENEWAL AND AMENDMENT NO. 2
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
PURESERVE BUILDING SERVICES, INC.
FOR
PROFESSIONAL BUILDING MAINTENANCE SERVICES**

This Renewal and Amendment No. 2 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 Pureserve Building Services, 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 Pureserve Building Services, Inc. had previously entered into an Agreement for Services (hereinafter "Agreement") on May 1, 2019 to provide Professional Building Maintenance Services to NMC with a one (1) year term and a total Agreement amount not to exceed \$64,116; and

WHEREAS, the Parties amended the Agreement via Amendment No. 1 to extend the term for an additional two (2) year period through April 30, 2022 for a revised Agreement term of May 1, 2019 through April 30, 2022 with no changes to the scope of work or billing rates, and to add an additional \$130,000, thereby increasing the total Agreement amount to \$194,116; and

WHEREAS, the Agreement expired on April 30, 2022; and

WHEREAS, the Parties wish to renew and amend the Agreement via Renewal and Amendment No. 2 effective May 1, 2022, to include new CONTRACTOR obligations, to extend the term for an additional two (2) year period through April 30, 2024, and to increase the total amount of the Agreement to \$333,116.

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

1. "TERM OF AGREEMENT" Section shall be amended to the following:
"The term of this Agreement is from May 1, 2019 through April 30, 2024 unless sooner terminated pursuant to the terms of this Agreement".
2. "PAYMENTS BY NMC" Section shall be amended to the following:
"COUNTY" shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement and in this Renewal and Amendment No. 2. The total amount payable by COUNTY to CONTRACTOR shall not exceed the sum of \$333,116."

3. The parties agree that the following CONTRACTOR obligations shall be added to the existing Scope of Service:
 - a. Pureserve Building Services shall meet monthly with NMC Environmental Services Director or Designee to round and inspect work.
 - b. Pureserve Building Services shall submit copies of cleaning inspection reports to NMC Environmental Services Director weekly.
 - c. Pureserve Building Services shall reconcile invoices with NMC / Environmental Services Director at the Director's request.
4. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 2, the provisions of this Renewal and Amendment No. 2 shall govern.
5. This Renewal and Amendment is effective retroactively on May 1, 2022.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 2 as follows:

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 5/6/2022

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Chief Deputy Auditor-Controller

Date: 5/6/2022

CONTRACTOR

Pureserve Building Services, Inc.

CONTRACTOR's Business Name

****Signature instructions below****

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

Hector Marquez - CEO

Name and Title

Date: May 5, 2022

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

Veronica Santiago-CFO

Name and Title

Date: May 5, 2022

*****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)