

**AMENDMENT NO. 5
TO SERVICES AGREEMENT
BETWEEN MISSION LINEN SUPPLY AND
NATIVIDAD MEDICAL CENTER
FOR
LINEN PROCESSING SERVICES**

This Amendment No. 5 to the Services Agreement ("Agreement") which was effective on July 1, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Mission Linen Supply (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 linen processing services and scrub rental services pursuant to Request for Proposal (RFP) # 9600-65 with a term July 1, 2016 through June 30, 2017, with an option to extend the Agreement for four (4) additional one year periods, and a total Agreement amount not to exceed 400,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on May 11, 2017 via Amendment No. 1 to extend the term for an additional one (1) year period through June 30, 2018, with an option to extend the Agreement for three (3) additional one year periods, and to add an additional \$680,000, thereby increasing the total Agreement amount to \$1,080,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on June 8, 2018 via Amendment No. 2 to extend the term for an additional one (1) year period through June 30, 2019, with an option to extend the Agreement for two (2) additional one year periods, and to add an additional \$410,000, thereby increasing the total agreement amount to \$1,490,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on February 13, 2019 via Amendment No. 3 to change to the original Scope of Work to replace scrub rental services with scrub laundering services, with no change to the Agreement term and at no cost increase; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on May 25, 2019 via Amendment No. 4 to extend the term for an additional one (1) year period through June 30, 2020, with an option to extend the Agreement for one (1) additional one year period, and to add an additional \$410,000, thereby increasing the total agreement amount to \$1,900,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement via Amendment No. 5 to extend the term for an additional one (1) year period through June 30, 2021 to allow for services to continue, with a \$140,000 increase for a total Agreement amount of \$2,040,000.

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 and in Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 incorporated herein by this reference, except as specifically set forth below.

1. Section 4.1 shall be amended to the following:

"The term of this AGREEMENT is from July 1, 2016 through June 30, 2021 unless sooner terminated pursuant to the terms of this AGREEMENT."

2. Section 5.1, second sentence shall be amended to the following:
"The total amount payable by NMC under this AGREEMENT is not to exceed the sum of \$2,040,000."
3. 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 as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4.
4. A copy of this Amendment No. 5 shall be attached to the Agreement.
5. This Amendment No. 5 shall be effective when signed by both Parties.

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. 5 on the basis set forth in this document and have executed this Amendment No. 5 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: 
Gary R. Gray, DO, CEO

Date: 6/18/2020

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 6/18/2020

APPROVED AS TO FISCAL PROVISIONS


By: Burcu Mousa
Monterey County Deputy Auditor/Controller

Date: 06-22-2020

CONTRACTOR

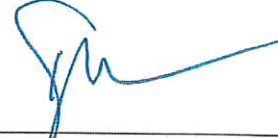
Mission Linen Supply

CONTRACTOR's Business Name
See instructions below

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

Mark Rogers Director Operations
Name and Title

Date: 2/24/2020

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

Kevin J. PARISEAULT DIRECTOR CORP. SALES
Name and Title

Date: 2/20/20

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).