

Agreement A-13194

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN SPOK, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
INTERNET CAPABLE PAGER SERVICES**

This Amendment No. 3 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 ("NMC"), and Spok, Inc. ("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 Parties had previously entered into an Agreement for internet capable pager services with a term July 1, 2016 through June 30, 2018 and a total Agreement amount not to exceed \$150,000; and

WHEREAS, the Parties amended the Agreement on July 1, 2018 via Renewal and Amendment No. 1 to extend the term for an additional one year period through June 30, 2019 and to add an additional \$15,000, thereby increasing the total Agreement amount to \$165,000; and

WHEREAS, the Parties amended the Agreement on May 13, 2019 to extend it for an additional three (3) year period through June 30, 2022 to allow for services to continue with a \$198,000 increase for a total Agreement amount of \$363,000.

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period (July 1, 2022 through June 30, 2023) for a revised full agreement term of July 1, 2016 through June 30, 2023 to allow for services to continue with a \$60,000 increase for the added services for a total Agreement amount of \$423,000.

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

1. Section 2 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
"The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$423,000."
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 July 1, 2016 through June 30, 2023 unless sooner terminated pursuant to the terms of this Agreement."

3. 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 and in Renewal and Amendment No. 1 and Amendment No. 2.
4. A copy of this Amendment No. 3 shall be attached to the Agreement.
5. This Amendment No. 3 shall be effective when both parties have signed.

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.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: *Stacy Lee Smith*
Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel 6/6/2022

APPROVED AS TO FISCAL PROVISIONS

By: *Gary Giboney*
Monterey County Deputy Auditor/Controller

Date: 6/7/2022

CONTRACTOR

SPOK, Inc

CONTRACTOR's Business Name

See instructions below

DocuSigned by:

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

Jonathan Wax
EVP, Sales
Name and Title

Date: 5/27/2022

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

Sharon Woods Kerling Corp Secretary +
Treasurer
Name and Title

Date: May 26, 2022

*****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).