## RENEWAL AND AMENDMENT NO. 8 TO SERVICES AGREEMENT BETWEEN MISSION LINEN SUPPLY AND COUNTY OF MONTEREY ("COUNTY"), FOR THE PROVISION OF SERVICES AT NATIVIDAD MEDICAL CENTER, A COUNTY-OWNED AND OPERATED ACUTE CARE FACILITY FOR LINEN PROCESSING SERVICES

This Renewal and Amendment No. 8 to the Services Agreement ("Agreement") which was effective on July 1, 2016 is entered into by and between the County of Monterey ("County"), for the provision of services at Natividad Medical Center, a County-owned and operated acute care facility, and Mission Linen Supply ("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 Mission Linen Supply entered into an Agreement for linen processing services and scrub rental services pursuant to Request for Proposals (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**, the Parties 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**, the Parties 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**, the Parties amended the Agreement on February 13, 2019 via Amendment No. 3 to change 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**, the Parties 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**, the Parties amended the Agreement on June 24, 2020 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; and

**WHEREAS**, the Parties amended the Agreement on April 28, 2021 via Amendment No. 6 to extend the term for an additional one (1) year period through June 30, 2022 to allow for services to continue, with a \$540,000 increase for a total Agreement amount of \$2,580,000; and

**WHEREAS**, the Parties amended the Agreement on May 5, 2022 via Amendment No. 7 for linen processing services per Request for Proposal (RFP) #9600-65, to extend the term for an additional one (1) year period through June 30, 2023 for a revised term Agreement of July 1, 2016 through June 30,

2023 to allow for services to continue, with no changes to the scope of work or pricing sheet, with a \$815,000 increase for a total Agreement amount of \$3,395,000; and

WHEREAS, the Agreement expired on June 30, 2023; and

**WHEREAS**, the Parties wish to renew and amend the Agreement via Renewal and Amendment No. 8 on the same or similar terms, beginning July 1, 2023 and to extend the term for an additional one (1) year period through June 30, 2024 for a revised full Agreement term of July 1, 2016 through June 30, 2024 to allow for services to continue, with no changes to the scope of work or pricing sheet, with a \$580,000 increase for a total Agreement amount of \$3,975,000.

## 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. <u>Section 4.1</u> shall be amended to the following: *"The term of this AGREEMENT is from July 1, 2016 through June 30, 2024 unless sooner terminated pursuant to the terms of this AGREEMENT."*
- Section 5.1, second sentence shall be amended to the following:
  *"The total amount payable by COUNTY under this AGREEMENT is not to exceed the sum of* \$3,975,000."
- 3. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 8, the provisions of this Renewal and Amendment No. 8 shall govern.
- 4. This Renewal and Amendment No. 8 is effective retroactively on July 1, 2023.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 8 as follows:

<b>COUNTY OF MONTEREY</b>	CONTRACTOR
By: Charles R. Harris, CEO	Mission Linen Supply CONTRACTOR's Business Name ***See instructions below*** DocuSigned by: Mark Rogers
APPROVED AS TO LEGAL PROVISIONS      DocuSigned by:      Stay Satta      COECE HB99F444A9      Monterey County Deputy County Counsel	(Signature of: Chair, President, or Vice-President) Mark Rogers Director Operations Name and Title Date: 6/14/2023   1:11 PM PDT
Date:	By: (Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
By: Jephnifer Forsyth Monterey County Deputy Auditor/Controller Date:	Kevin Pariseault Director Sales       Kevin Pariseault    Director Sales      Name and Title    0/15/2023   8:43 AM PDT
	<b>bate</b> .      ***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).