



Monterey County

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.: A-12061

Upon motion of Supervisor Potter, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute Renewal and Amendment No.1 to the Agreement (A-12061/MYA197) with Manco Abbott Inc. for Property Management Services at NMC, extending the Agreement to April 30, 2017 and adding \$195,000 for a revised total Agreement amount not to exceed \$420,000 in the aggregate.

PASSED AND ADOPTED on this 27th day of January 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on January 27, 2015.

Dated: January 28, 2015
File ID: A 14-270

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**RENEWAL AND AMENDMENT NO. 1
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
MANCO ABBOTT INC. FOR
PROPERTY MANAGEMENT SERVICES**

This Renewal and Amendment No. 1 to the County of Monterey Agreement for Services (hereinafter, "RENEWAL") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "County"), and **Manco Abbott Inc.** (hereinafter, "CONTRACTOR") (collectively, the County and CONTRACTOR are referred to as the "Parties.").

WHEREAS, the Parties had previously entered into an Agreement for Services (hereinafter, "Agreement"), on May 1, 2011; and

WHEREAS, the Original Agreement had a Thirty-five month term and a total Agreement amount that was not to exceed \$225,000 ; and

WHEREAS, the Agreement expired on April 30, 2014; and

WHEREAS, the Parties wish to renew and amend the Agreement for another 36 months (3 Years) and to increase the amount payable by \$195,000 to continue to provide services associated with Property Management Services within the County of Monterey.

NOW THEREFORE, the Parties agree to renew and amend the Agreement as follows:

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

1. The AGREEMENT (A-12061) is renewed and amended retroactive to May 1, 2014 and all of its provisions shall be deemed to have been in effect continuously since that time.
2. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. A-12061/MYA 197).
3. PAYMENTS BY NMC" shall be amended by removing, *"The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$225,000"* and replacing it with *"The total amount payable by County to CONTRACTOR under Agreement shall not exceed the total sum of \$420,000 for the full term of the Agreement"*
4. "TERM OF AGREEMENT" shall be amended to the following; *"The term of this Agreement is from May 1, 2011 to April 30, 2017 unless sooner terminated pursuant to this Agreement. This Amendment to the Agreement is of no force or effect until signed by both Contractor and NMC and with NMC signing last."*
5. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Renewal and Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
6. A copy of this Renewal and Amendment No. 1 shall be attached to the original Agreement.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: Kelly O'Keefe
Kelly O'Keefe
M.D., PhD, FCAP, Interim CEO

Date: 1/29/15

APPROVED AS TO LEGAL PROVISIONS

By: Stacy Saetta
Anne Brereton
Monterey County, Deputy County Counsel

Date: 11/13/14

APPROVED AS TO FISCAL PROVISIONS

By: Gary Giboney
Gary Giboney
Monterey County Auditor/Controller's Office

Date: 11/13/14

Contractor

MANCO ABBOTT, INC
Contractor's Business Name*** (see instructions)

Hal Kissler
Signature of Chair, President, or Vice-President

HAL KISSLER CEO
Name and Title

Date: 11/6/14

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

Gloria Schermerhorn
Name and Title

Date: _____

*****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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)