

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN MANCO ABBOTT INC. AND
NATIVIDAD MEDICAL CENTER
FOR
PROPERTY MANAGEMENT SERVICES**

This Amendment No. 2 to the Property Management Agreement ("Agreement") which was effective on May 1, 2011 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Manco Abbott, Inc. (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 property management services with a term of May 1, 2011 through April 30, 2014 and a total Agreement amount not to exceed \$225,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on January 28, 2015 via Renewal and Amendment No. 1 to extend the term for an additional three (3) year period through April 30, 2017 and to add an additional \$195,000, thereby increasing the total Agreement amount to \$420,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional two (2) year period for a revised term of May 1, 2011 through April 30, 2019 and add an additional \$136,000 for a total Agreement amount of \$556,000.

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 incorporated herein by this reference, except as specifically set forth below.

1. Section 2.1 / Paragraph titled, "Compensation" shall be amended to the following:
"As the total compensation due to the Contractor for performance of its services hereunder, County agrees to pay Contractor in accordance with Schedule A. The total amount payable by County to Contractor under this Agreement shall not exceed the sum of Seventy-Five Thousand Dollars (\$75,000) per twelve (12) month period during the term of this Agreement (each, a "Contract Year"). The total agreement amount shall not exceed \$556,000. Contractor shall not receive reimbursement for travel expenses unless set forth in this Agreement."
2. The first sentence of Section 4.1 / Paragraph titled, "Term" shall be amended to the following:
"The term of this Agreement is from May 1, 2011 through April 30, 2019 unless sooner terminated pursuant to the terms of this Agreement."

3. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and in Renewal and Amendment No. 1.
4. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
5. This Amendment No. 2 shall be effective May 1, 2017.

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. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 3/21/17

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 3/23/17

CONTRACTOR

Manco Abbott, Inc.

CONTRACTOR's Business Name

See instructions below

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

MICHAEL S. GOLDFARB CEO
Name and Title

Date: 3-14-17

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

Adam Goldfarb - Secretary
Name and Title

Date: 3/14/17

*****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).