

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN MOBILE INSTRUMENT SERVICE AND REPAIR, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
REPAIR AND MAINTENANCE OF SURGICAL INSTRUMENTS**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on May 12, 2015 is entered into by and between the County of Monterey (hereinafter "COUNTY"), on behalf of Natividad Medical Center (hereinafter "NMC"), and **Mobile Instrument Service and Repair, Inc.** (hereinafter "CONTRACTOR"). Collectively, COUNTY, NMC and CONTRACTOR are referred to as the "Parties", with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Mobile Instrument Service and Repair, Inc. entered into an Agreement for repair and maintenance of surgical instruments with a term May 12, 2015 through May 11, 2018 and a total Agreement amount not to exceed \$270,000; and

WHEREAS, the Parties currently wish to amend the Agreement to extend it for an additional two (2) year period through May 11, 2020 to allow for services to continue for a revised full Agreement term of May 12, 2015 through May 11, 2020 with a \$300,000 increase and with no change to the Scope of Services or the billing rates stated within the Agreement for a revised total Agreement amount not to exceed \$570,000.

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

1. **Section 2 titled, "PAYMENTS BY NMC" shall be amended by removing:**

"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$270,000."

and replacing it with:

"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$570,000."

2. **The first sentence of Section 3.1 under Section 3 titled, "TERM OF AGREEMENT" shall be amended by removing:**

"The term of this Agreement is from May 12, 2015 through May 11, 2018 unless sooner terminated pursuant to the terms of this Agreement."

and replacing it with:

"The term of this Agreement is from May 12, 2015 through May 11, 2020 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. 1 and shall continue in full force and effect as set forth in the original Agreement and in Amendment No. 1.
4. A copy of this Amendment No. 1 shall be attached to the original Agreement.
5. This Amendment No. 1 shall be effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 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

Name

Date: _____
1-24-18

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor-Controller

Name

Date: _____
1-29-18

CONTRACTOR

Mobile Instrument Service and Repair, Inc.

CONTRACTOR's Business Name

**Signature instructions below*

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

Name and Title

Date: _____

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

Name and Title

Date: _____
12/18/17

***Signature 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 (2 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 (2 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 (1 signature required).