

**AMENDMENT NO. 2  
TO SERVICES AGREEMENT  
BETWEEN MISSION LINEN SUPPLY AND  
NATIVIDAD MEDICAL CENTER  
FOR  
LINEN PROCESSING SERVICES AND SCRUB RENTAL SERVICES  
PURSUANT TO RFP# 9600-65**

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on July 1, 2016 is entered into by and between the County of Monterey (hereinafter "COUNTY"), on behalf of Natividad Medical Center (hereinafter "NMC"), and **Mission Linen Supply** (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 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 plus the option to extend 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 year period through June 30, 2018 for a revised full Agreement term of July 1, 2016 through June 30, 2018 to allow for services to continue with the option to extend the Agreement for three (3) additional one year periods, and to increase the total Agreement amount by \$680,000 (projecting a \$540,000 annual cost), thereby increasing the total Agreement amount to \$1,080,000; and

**WHEREAS**, the Parties currently wish to amend the Agreement to extend the term for an additional one (1) year period through June 30, 2019 for a revised full Agreement term of July 1, 2016 through June 30, 2019 to allow for services to continue plus the option to extend the Agreement for two (2) additional one year periods with no changes to the original Scope of Services or to the billing rates stated within the Agreement, and to add an additional \$410,000 for a revised total Agreement amount not to exceed \$1,490,000.

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

1. **The first sentence in Section 4.1, "TERM OF AGREEMENT" shall be amended by removing:**

"The term of this AGREEMENT is July 1, 2016 through and including June 30, 2018 unless sooner terminated pursuant to the terms of this AGREEMENT with the option to extend the AGREEMENT for three (3) additional one (1) year periods."

**and replacing it with:**

"The term of this AGREEMENT is July 1, 2016 through June 30, 2019 unless sooner terminated pursuant to the terms of this AGREEMENT, with the option to extend the AGREEMENT for two (2) additional one year periods."

2. *The second sentence in Section 5.1, "COMPENSATION AND PAYMENTS" shall be amended by removing:*

"The total amount payable by NMC under this AGREEMENT is not exceed the sum of \$1,080,000."

*and replacing it with:*

"The total amount payable by NMC under this AGREEMENT is not exceed the sum of \$1,490,000."

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 original Agreement and in 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 when signed by both Parties.

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

Stacy Saetha  
Name

Date: 4/18/18

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy Auditor-Controller

Gary K. Gibner  
Name

Date: 4-18-18

**CONTRACTOR**

**Mission Linen Supply**

CONTRACTOR's Business Name

*\*Signature instructions below*

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

4/4/2018  
Name and Title

Date: John Ross, President & CEO

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

Tony Mancuso CFO  
Name and Title

Date: 4/4/18

**\*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).