



Monterey County Board of Supervisors

Board Order

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1st Floor
Salinas, CA 93901
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A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No. A-14065, Amendment No. 1

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement (A-14065) with Maintenance Connection, LLC for license to use a software system used to manage equipment maintenance, extending the agreement an additional three (3) year period (January 1, 2020 through December 31, 2022) for a revised full agreement term of January 1, 2018 through December 31, 2022, and adding \$68,344 for a revised total agreement amount not to exceed \$112,216.

PASSED AND ADOPTED on this 10th day of December 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Lopez, Phillips, Parker and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, 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 82 for the meeting December 10, 2019.

Dated: December 17, 2019
File ID: A 19-433
Agenda Item No.: 49

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy

**AMENDMENT NO. 1
TO SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN MAINTENANCE CONNECTION, LLC AND
NATIVIDAD MEDICAL CENTER
FOR
MAINTENANCE MANAGEMENT SOFTWARE**

This Amendment No. 1 to the Software License And Services Agreement ("Agreement") which was effective on January 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "Customer"), and Maintenance Connection, LLC (hereinafter "MC" or "Company"); (collectively, the Customer and MC or Company are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed with Maintenance Connection, LLC for Maintenance Management Software Services with a term January 1, 2018 through December 31, 2019 and a total Agreement amount not to exceed \$43,872; and

WHEREAS, Customer and MC currently wish to amend the Agreement via Amendment No. 1 to extend it for an additional three (3) year period through December 31, 2022 to allow for services to continue with revisions to the original scope of work attached hereto as "Exhibit F-1 as per Amendment No.1" with a \$68,344 increase for a total Agreement amount of \$112,216.

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

1. **Second sentence in the first paragraph shall be amended to the following:**
"The Agreement includes and incorporates the attached Exhibit F-1 as per Amendment No. 1 attached hereto this Amendment No. 1 used for ordering hereunder ("Order Form") as well as the attached Terms and Conditions.
2. **Section 6 Paragraph 6.1 (b) shall be amended to the following:**
"Subsequent to the expiration of the current subscription term on December 31, 2022, MC shall not increase any annual recurring Fees due to MC pursuant to this Section 6.1 by more than three and one half percent (3 ½%) per year."
3. **Section 7 Paragraph 7.1, "Term" shall be amended to the following:**
"Subject to earlier termination as provided below, this Agreement is specified in the Order Form for a revised full agreement term of January 1, 2018 through December 31, 2022, with options for Customer to renew only by an instrument in writing signed by Customer and MC."

4. 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 Agreement.
5. A copy of this Amendment No. 1 shall be attached to the Original Agreement.
6. This Amendment No. 1 shall be effective January 1, 2020.

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. 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

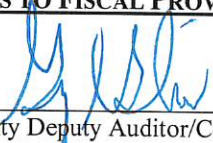
Date: 12/8/19

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 11/20/19

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 11-20-19

CONTRACTOR

Maintenance Connection, LLC

CONTRACTOR's Business Name

See 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: _____

*****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).

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: 12/18/19

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

Maintenance Connection, LLC

CONTRACTOR's Business Name

See instructions below

DocuSigned by:
By: James Robb
(Signature of: Chair, President, or Vice-President)

James Robb CFO
Name and Title

Date: 11/14/2019

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

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

ORDER FORM
EXHIBIT F-1 AS PER AMENDMENT NO. 1

Product Subscription Fees	Quantity/ Metric	Year 1 Invoice Period Beginning [12-31-2019] 01/01/2020 – 12/31/2020	Year 2 Invoice Period Beginning [12-31-2020] 01/01/2021 – 12/31/2021	Year 3 Invoice Period Beginning [12-31-2021] 01/01/2022 – 12/31/2022	Amount (USD)
Cloud - MC Express LE Named User Subscription	1 Concurrent Licenses	\$ 7,849.44	\$ 8,124.17	\$ 8,408.52	\$ 24,382.13
MC Cloud - Concurrent User Standard Subscription	1 Concurrent Licenses	\$ 4,943.16	\$ 5,116.17	\$ 5,295.24	\$ 15,354.57
MC Cloud - Service Requester	1 Concurrent Licenses	\$ 1,235.79	\$ 1,279.04	\$ 1,323.81	\$ 3,838.64
Cloud - MC Express - Concurrent Starter Pack	1 Concurrent Licenses	\$ 3,713.58	\$ 3,843.56	\$ 3,978.08	\$ 11,535.22
Cloud - MC Express - Additional Concurrent License	1 Concurrent Licenses	\$ 4,260.06	\$ 4,409.16	\$ 4,563.48	\$ 13,232.70
Total Committed Fees		\$ 22,002.03	\$ 22,772.10	\$ 23,569.13	\$ 68,343.26

- The fees above shall be invoiced annually.