

Agreement A-16776

**RENEWAL AND AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN POMPHREY CONSULTING, LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
TRAUMA REGISTRAR STAFFING SERVICES**

This Renewal and Amendment No. 1 to the Services Agreement ("Agreement") which was effective on March 1, 2024 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Pomphrey Consulting, LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for trauma registrar staffing services with a term March 1, 2024 through February 28, 2025 and a total Agreement amount not to exceed \$250,000; and

WHEREAS, the Agreement expired on March 1, 2025; and

WHEREAS, the Parties currently wish to renew and amend the Agreement via Renewal and Amendment No. 1 retroactive to March 1, 2025 to extend the term through July 1, 2027 for a revised term of Agreement (March 1, 2024 through July 1, 2027) to allow for continued need of CONTRACTOR's services with no revisions to the scope of work or billing rates, with an increase of \$200,000 for a revised total Agreement amount of \$450,000.

AGREEMENT

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

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

1. Section 2 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
"COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT C, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$450,000."
2. The first sentence of Section 3.1 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from March 1, 2024 through July 1, 2027 unless sooner terminated pursuant to the terms of this Agreement."
3. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 1, the provisions of this Renewal and Amendment No. 1 shall govern.
4. This Renewal and Amendment is effective retroactively on March 1, 2025.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 1 as follows:

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
696D21D44C4341D
Monterey County Deputy County Counsel

Date: 7/29/2025 | 8:56 AM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
E795F04E57454E9
Monterey County Deputy Auditor/Controller

Date: 7/30/2025 | 7:39 AM PDT

CONTRACTOR

Pomphrey Consulting, LLC

CONTRACTOR's Business Name

See instructions below

DocuSigned by:
By: John G. Buck
5F542A85E435457
(Signature of: Chair, President, or Vice-President)

John G. Buck, Vice President of Operations
Name and Title

Date: 6/26/2025 | 7:53 AM PDT

Signed by:
By: Vicki Burton
5FA9B215B8C64F7
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Vicki Burton, Vice President of Education
Name and Title

Date: 6/26/2025 | 8:10 AM PDT

*****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).