

Monterey County Board of Supervisors

Board Order

168 West Alisal Street, 1st Floor Salinas, CA 93901 831.755.5066

www.co.monterey.ca.us

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to:

Agreement No.: A-14229; Amendment No. 2

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement with Renovo Solutions LLC (A-14229) per Request for Proposals (RFP) 9600-70 for preventative maintenance plus repairs on biomedical equipment, increasing the total agreement amount by an additional \$921,000 for a revised total agreement amount not to exceed \$3,273,284 with no change to the agreement term of March 1, 2019 through February 28, 2022.

PASSED AND ADOPTED on this 7th day of December 2021, by roll call vote:

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

NOES: None ABSENT: None

(Government Code 54953)

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 7, 2021.

Dated: December 13, 2021

File ID: A 21-585 Agenda Item No.: 54 Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California

Julian Lorenzana, Dep

AMENDMENT NO. 2 TO SERVICES AGREEMENT BETWEEN RENOVO SOLUTIONS LLC AND NATIVIDAD MEDICAL CENTER FOR

Biomedical and DI Equipment Maintenance and Repair Services per RFP 9600-70

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on March 1, 2019 per RFP 9600-70 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Renovo Solutions, LLC (hereinafter "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 biomedical equipment maintenance and repair services per RFP #9600-70, with a term 3/1/19 through 2/28/22 (with the option to extend for two additional one year periods) and a total Agreement amount not to exceed \$1,600,000 (\$351,478 annually for PM plus \$181,855 annually allotted for repairs/T&M); and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 1 to add preventative maintenance (PM) services for diagnostic imaging equipment to the Agreement at a cost of \$166,619 annually, and to increase the PM services cost for biomed equipment to \$538,344 annually due to a biomed equipment inventory true-up which identified additional equipment requiring PMs that weren't already on the inventory list. NMC and CONTRACTOR also agreed to add \$ 419,421 via Amendment No. 1 for estimated time and materials costs. There was no change to the Agreement term 3/1/19 through 2/28/22; and

WHEREAS, COUNTY and CONTRACTOR wish to amend the Agreement to add \$921,000 to the total Agreement amount to cover unforeseen time and materials fees billed during 2020 and 2021, for a revised total Agreement amount not to exceed \$3,273,284, with no change to the Agreement term 3/1/19 through 2/28/22 at this time.

AGREEMENT

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

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

- 1. Section 5.1 under "COMPENSATION AND PAYMENTS" shall be amended to the following:
 - 5.2 "It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet Attachment 1.1 attached to Amendment No. 1. The parties agree that the total Agreement amount shall not exceed \$3,273,284 unless approved by the Monterey County Board of Supervisors."
- 2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement. A copy of this Amendment No. 2 shall be attached to the Agreement.
- 3. 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	<u>CONTRACTOR</u>
By:Gary R. Gray, DO, CEO	RENOVO SOLUTIONS LLC CONTRACTOR's Business Name ***See instructions below***
Date:	By:(Signature of: Chair, President, or Vice-President)
By: Hac Legal Provisions By: Monte(ey fourty Deputy County Counsel	Name and Title Date:
Date: 11/19/2021	
APPROVED AS TO FISCAL PROVISIONS By: Monterey County Deputy Auditor/Controller	By: (Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
Date: 11/22/2021	Name and Title Date:

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	CONTRACTOR
By: Gary R. Gray, DO, CEO. For Charles Houris Interim CEO Date: 12-8-21	By:
APPROVED AS TO LEGAL PROVISIONS	Joseph A. Happ Executive VP & CIO Name and Title
By: Monterey County Deputy County Counsel	Date: November 22, 2021
Approved as to Fiscal Provisions	By: (Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
By:Monterey County Deputy Auditor/Controller	Fernando Castorena, CFO Name and Title
Date	Date: 11/11/18d1