



## 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.

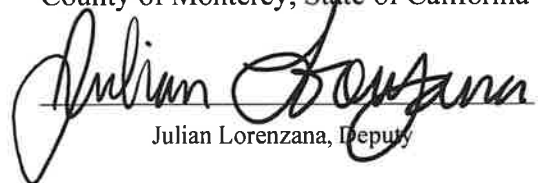
PASSED AND ADOPTED on this 7<sup>th</sup> day of December 2021, by roll call vote:

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, Deputy

**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**

By: \_\_\_\_\_  
Gary R. Gray, DO, CEO

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

By:   
Monterey County Deputy County Counsel

Date: 11/19/2021

**APPROVED AS TO FISCAL PROVISIONS**

By:   
Monterey County Deputy Auditor/Controller

Date: 11/22/2021

**CONTRACTOR**

**RENOVO SOLUTIONS LLC**  
\_\_\_\_\_  
**CONTRACTOR's Business Name**  
\*\*\*See instructions below\*\*\*

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

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

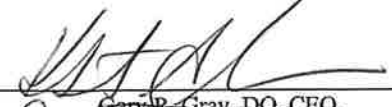
By: \_\_\_\_\_  
(Signature of: Secretary, Asst. Secretary, CFO,  
Treasurer, or Asst. Treasurer)

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

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  
for Charles Harris,  
Interim CEO  
Date: 12-8-21

**APPROVED AS TO LEGAL PROVISIONS**

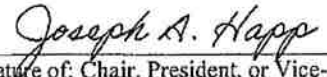
By: \_\_\_\_\_  
Monterey County Deputy County Counsel  
Date: \_\_\_\_\_

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy Auditor/Controller  
Date: \_\_\_\_\_

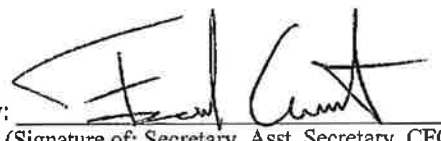
**CONTRACTOR**

**RENOVO SOLUTIONS LLC**  
CONTRACTOR's Business Name  
\*\*\*See instructions below\*\*\*

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

Joseph A. Happ Executive VP & CIO  
Name and Title

Date: November 22, 2021

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

Fernando Castorena, CFO  
Name and Title

Date: 11/22/2021