

Monterey County

Board Order

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

Agreement No.: A-12138

Upon motion of Supervisor Parker, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Amendment No. 2 to the Agreement (A-12138) with Smith and Enright Landscape Inc. for Landscape Maintenance Services at NMC per the Request for Proposals (RFP) #9600-19, extending the Agreement an additional one (1) year period for a revised full term of December 1, 2011 through November 30, 2016, and with no increase to the previously approved total Agreement amount of \$424,771.

PASSED AND ADOPTED on this 8th day of December 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None ABSENT: None

I, Gail T. Borkowski, 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 78 for the meeting on December 8, 2015

Dated: December 16, 2015

File ID: A 15-365

Gail T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

By Sulli gid do

Deputy

AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN Smith and Enright Landscape Inc. AND THE NATIVIDAD MEDICAL CENTER FOR Landscape Maintenance Services

This Amendment No. 2 to Professional Services Agreement ("Agreement"), dated December 1, 2011, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"),

and Smith and Enright Landscape Inc. (Contractor), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Landscape Maintenance Services per RFP #9600-19 with a thirty-six (36) month term December 1, 2011 through November 30, 2014 and with a total amount not to exceed \$325,987, NMC approved two (2) additional (1) one year options to extend the Agreement.

WHEREAS, NMC and CONTRACTOR amended the Agreement on January 27, 2015 via Renewal and Amendment No. 1 to extend the term for an additional twelve (12) month period through December 1, 2014 through November 30, 2015 and to add an additional \$98,784, thereby increasing the total agreement amount to \$424,771; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement via Amendment No. 2 to extend the term for an additional one year period through November 30, 2016 with no increase to the previously approved total agreement amount \$424,771.

AGREEMENT

NOW, THEREFORE, the parties agree to renew and amend the Agreement as follows:

- 1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. A-12138 / MYA233).
- 2. Section 5.1 of the Agreement shall be amended by removing, "The Initial term of the AGREEMENT will commence with the signing of the AGREEMENT and be for a period of three (3) years with the option to extend the AGREEMENT two (2) additional one (1) year periods." and replacing it with "The term of this Agreement is from December 1, 2011 through November 30, 2016 with the option to extend the AGREEMENT one (1) additional, one (1) year period, unless sooner terminated pursuant to this Agreement".
- 3. 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.
- 4. A copy of this Amendment No. 2 shall be attached to the original Agreement (No. A-12138 / MYA233).
- 5. The effective date of this Amendment No. 2 is October 31, 2015.

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, Chief Executive Officer.	Swith & Engineer Land Saurice, In Contractor's Business Name*** (see instructions)
Date:	May file
APPROVED AS TO LEGAL PROVISIONS	Signature of Chair, President, or Vice-President
By: Monterey County, Deputy County Counsel	TAMES SHIPH PRESIDENT Name and Title
Date: Oct Il, 2015	Date: 9 · 29 · 15
APPROVED AS TO RISCAL PROVISIONS	By: (\$ignature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
By: Gary Gibone KON House Monterey County Auditor/Controller's Office	RICHTARY EURIUHT, TREASURER Name and Title
Date: 10/27/15	Date: 9129115
	***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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)