



# Monterey County Board of Supervisors

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

## Board Order

### Agreement No.: A-13491

Upon motion of Supervisor Parker, seconded by Supervisor Salinas 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. 1 to the agreement with Paragon Mechanical, Inc. for maintenance and repair services on various mechanical systems at NMC, extending the agreement an additional twenty-one (21) month period (October 1, 2017 through June 30, 2019) for a revised full agreement term of July 1, 2015 through June 30, 2019, and adding \$160,000 for a revised total agreement amount not to exceed \$260,000.

Authorized the Deputy Purchasing Agent for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) of the original cost of the agreement per each amendment.

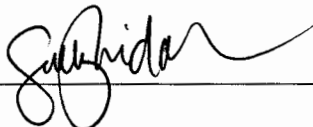
PASSED AND ADOPTED on this 28th day of March 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Salinas, Parker and Adams  
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 80 for the meeting on March 28, 2017.

Dated: April 4, 2017  
File ID: A 17-063

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

By  Deputy

**AMENDMENT NO. 1  
TO SERVICES AGREEMENT  
BETWEEN PARAGON MECHANICAL, INC AND  
NATIVIDAD MEDICAL CENTER  
FOR  
MAINTENANCE AND REPAIR SERVICES TO VARIOUS MECHANICAL SYSTEMS**

This Amendment No. 1 to the Services Agreement (“Agreement”) which was effective on July 1, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and Paragon Mechanical, Inc. (hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

**RECITALS**

**WHEREAS**, the County of Monterey on behalf of Natividad Medical Center and Paragon Mechanical, Inc. entered into an Agreement for maintenance and repair services to various mechanical systems at Natividad Medical Center with a term July 1, 2015 through September 30, 2017 and a total Agreement amount not to exceed \$100,000; and

**WHEREAS**, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional twenty-one (21) month period through June 30, 2019 to allow for services to continue with no changes to the original scope of work, and with a \$160,000 increase for a revised Agreement amount not to exceed \$260,000.

**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. Paragraph titled, “PAYMENTS BY NMC” shall be amended to the following:  
***“NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$260,000.”***
2. The first sentence of /Paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:  
***“The term of this Agreement is from July 1, 2015 through June 30, 2019 unless sooner terminated pursuant to the terms of this Agreement.”***
3. 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 original Agreement.
4. A copy of this Amendment No. 1 shall be attached to the original Agreement.
5. This Amendment No. 1 shall be effective when signed by both parties.

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: [Signature]  
Gary R. Gray, DO, CEO

Date: 4/2/12

**APPROVED AS TO LEGAL PROVISIONS**

By: [Signature]  
Monterey County Deputy County Counsel

Date: 3-2-17

**APPROVED AS TO FISCAL PROVISIONS**

By: [Signature]  
Monterey County Deputy Auditor/Controller

Date: 3/6/17

**CONTRACTOR**

*Paragon Mechanical, Inc.*

**CONTRACTOR's Business Name**

\*\*\*See instructions below\*\*\*

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

John Watson PRES  
Name and Title

Date: 1/25/17

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

STEVE BENAKOVICH, SECRETARY  
Name and Title

Date: 1/25/17

**\*\*\*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).