



Monterey County Board of Supervisors

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

Board Order

Agreement No.: A-12673

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. 2 to the Agreement (A-12673) with Peninsula Business Interiors for new product, delivery, installation and associated furniture services, extending the agreement an additional one year period (April 15, 2017 through April 14, 2018) for a revised full agreement term of April 15, 2015 through April 14, 2018, and adding \$650,000 for a revised total agreement amount not to exceed \$1,775,000.

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 17-065

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

By

Deputy

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN PENINSULA BUSINESS INTERIORS AND
NATIVIDAD MEDICAL CENTER
FOR
NEW PRODUCT, DELIVERY, INSTALLATION, AND ASSOCIATED FURNITURE SERVICES**

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on April 15, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Peninsula Business Interiors (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for new product, delivery, installation, and associated services with a term April 15, 2015 through April 14, 2016 and a total Agreement amount not to exceed \$775,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on March 12, 2016 via Amendment No. 1 to extend the term for an additional one year period through April 14, 2017 and to add an additional \$350,000, thereby increasing the total Agreement amount to \$1,125,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one year period through April 14, 2018 to allow for services to continue with a \$650,000 increase for a total Agreement amount of \$1,775,000.

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 and in Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. Section 2 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. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$1,775,000."
2. The first sentence of Section 3 titled "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from April 15, 2015 through April 14, 2018 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. 2 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.
4. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
5. 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: [Signature]
Gary R. Gray, DO, CEO

Date: 4/14/17

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

Peninsula Business Interiors

CONTRACTOR's Business Name

See instructions below

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

President / CEO
Name and Title

Date: 2/21/17

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

Pierre Courineau, CFO
Name and Title

Date: 2/21/17

*****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).