Legistar File ID No. A 23-492 Agenda Item No. 51



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 Mary L. Adams, seconded by Supervisor Chris Lopez to:

Agreement No.: A-15831; Amendment No.: 2

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the Addendum with The Gordian Group to the Sourcewell Contract 050421 for administrative services of the Job Order Contracting (JOC) program, with no change to the agreement term of September 16, 2021 through June 7, 2025 and adding \$250,000 for a revised total spending limit not to exceed \$600,000.

PASSED AND ADOPTED on this 24th day of October 2023, by roll call vote:

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

NOES: None ABSENT: None

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 October 24, 2023.

Dated: November 1, 2023

File ID: A 23-492 Agenda Item No.: 51 Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California

Vicente Ramirez, Deputy

AMENDMENT NO. 2 TO SERVICES AGREEMENT BETWEEN THE GORDIAN GROUP, INC. AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR

JOB ORDER CONTRACTING (JOC) ADMINISTRATIVE SERVICES RENDERED UNDER THE SOURCEWELL CONTRACT #050421-GCI

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on August 26, 2021 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and The Gordian Group, Inc. ("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, Sourcewell (formerly the National Joint Powers Alliance, aka "NJPA") is a public agency operating under the enabling authority outlined in Minnesota Statute 123A.21, which allows participating nationwide government and education agencies ("Members") to reduce the cost of purchasing by leveraging their combined national purchasing power through cooperative efforts.

WHEREAS, NJPA released RFP #050421 for Indefinite Quantity Construction Contracting Systems and Related Services on May 4, 2021; and

WHEREAS, Gordian was awarded Contract #050421-GGI ("Sourcewell Contract"), effective June 7, 2021 as a responsive Proposer to RFP #050421; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on June 21, 2022 with a \$250,000 increase in order for services to continue for a total Agreement amount of \$350,000 with no change to the Agreement term of September 16, 2021 through June 7, 2025 and no change to the scope; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement with a \$250,000 increase in order for services to continue for a total Agreement amount of \$600,000 with no change to the Agreement term of September 16, 2021 through June 7, 2025 and no change to the scope.

AGREEMENT

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

The Addendum is hereby amended on the terms and conditions as set forth in the Addendum except as specifically set forth below.

- 1. Paragraph 6 shall be amended to the following:
 - "The total amount for services described herein shall not exceed \$600,000."
- 2. Except as provided herein, all remaining terms, conditions and provisions of the Addendum are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Addendum.
- 3. A copy of this Amendment No. 2 shall be attached to the Addendum.

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.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER
DocuSigned by:
Charles Harris
By:4E1F837D204E481
Charles R. Harris, CEO
11/7/2023 6:59 AM PST
Date:
Date.
APPROVED AS TO LEGAL PROVISIONS
DocuSigned by:
By: Staty Satta COECE 1899F444A9 Monterey County Deputy County Counsel
By:
Monterey County Deputy County Counsel
10/10/2023 10:51 AM PDT
Date:
APPROVED AS TO FISCAL PROVISIONS DocuSigned by:
Jennifer Forsyth
By:4E7E657875454AE
Monterey County Deputy Auditor/Controller
10/10/2023 11:38 AM PDT
Date:

CONTRACTOR

The Gordian (Group, Inc.
CONTRACTOR's Business Name ***See instructions below***	
DocuSigned by:	
Ry. Annon Lesher	
By: Annon Lesher (Signalfife 3893661497; Presid	lent, or Vice-President)
Ammon Lesher	Vice President
Name and	l Title
Date:	AM EDT
DocuSigned by:	
By: Jay Mackerer (Sign 73th Fré 389.9542 Eretary,	
(Signature 301. B 542 Fretary, Treasurer, or Ass	Asst. Secretary, CFO, st. Treasurer)
Jay Mackerer	CF0
Name and	l Title
Date: 10/04/2023 3:2	9 PM EDT

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).