



Monterey County Board of Supervisors

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Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-15202 ; Agreement No.: 1

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an amendment no.1 to the agreement (A-15202) with Paragon Mechanical Inc. for maintenance and repair services, extending the agreement an additional two (2) year period (July 1, 2024 through June 30, 2026) for a revised full term agreement term of July 1, 2021 through June 30, 2026, and adding \$250,000 for a revised total agreement amount not to exceed \$450,000.

PASSED AND ADOPTED on this 27th day of February 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez and Askew
NOES: None
ABSENT: Supervisor Adams

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 February 27, 2024.

Dated: March 1, 2024
File ID: A 24-003
Agenda Item No.: 34

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Vicente Ramirez, Deputy

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN Paragon Mechanical Inc. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
Maintenance and Repair Services to Various Mechanical Systems at Natividad Medical Center**

This Amendment No. 1 to the Agreement (“Agreement”) which was effective on July 1, 2021 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Paragon Mechanical 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, the Agreement was executed with Paragon Mechanical Inc. for Maintenance and Repair Services with a term July 1, 2021 through June 30, 2024 and a total Agreement amount not to exceed \$200,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No.1 to extend it for an additional two (2) year period through June 30, 2026 for a revised Agreement term (July 1, 2021 through June 30, 2026), to allow for services to continue on the same or similar terms with a \$250,000 increase for a total Agreement amount not to exceed \$450,000.

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 3.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

“3.1 The term of this this AGREEMENT is from July 1, 2021, through June 30, 2026, unless sooner terminated pursuant to this AGREEMENT. This AGREEMENT is of no force and effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this AGREEMENT.”

2. Section 5.1. to the Agreement is hereby amended and restated to read in entirety as follows:

“5.1 County shall pay CONTRACTOR in accordance with the payment provisions set forth in the Exhibit A, subject to the limitation set forth in this AGREEMENT. The total amount payable to the County to the CONTRACTOR under this AGREEMENT shall not exceed the sum of four hundred fifty thousand dollars (\$450,000).”

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

4. A copy of this Amendment No. 1 shall be attached to the Agreement.

5. This Amendment No. 1 shall be effective when signed by both Parties.

Amendment No. 1 to Agreement
With Paragon Mechanical Inc.

Amendment No. 1 to Agreement
With Paragon Mechanical Inc.
Amendment No. 1 to Agreement
With Paragon Mechanical Inc.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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.

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

DocuSigned by:
By: Charles Harris
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Charles R. Harris, CEO

Date: 3/13/2024 | 9:30 AM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
C0ECE1B99F444A9...
Monterey County Deputy County Counsel

Date: 12/26/2023 | 1:12 PM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6...
Monterey County Deputy Auditor/Controller

Date: 1/2/2024 | 7:33 AM PST

CONTRACTOR

Paragon Mechanical Inc.

CONTRACTOR's Business Name

See instructions below

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

STEVE BENAYOVICH PRESIDENT
Name and Title

Date: 12/14/23

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

MICHAEL OZDI CHIEF FINANCIAL OFFICER
Name and Title

Date: 12/14/23

*****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).