



## Monterey County Board of Supervisors

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### Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Glenn Church to:

**Agreement No.: A-14112 ; Amendment No.: 3**

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 3 to the agreement (A-14112) with Gallun Snow Associates, Inc. for interior design services, specializing in healthcare interior design, pursuant to Request for Qualifications (RFQ) #9600-80, extending the agreement an additional two (2) year period (August 1, 2023 through July 31, 2025) for a revised full agreement term of August 1, 2018 through July 31, 2025, and adding \$340,000 for a revised total agreement amount not to exceed \$1,165,000.

PASSED AND ADOPTED on this 27<sup>th</sup> day of June 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 June 27, 2023.

Dated: June 28, 2023  
File ID: A 23-274  
Agenda Item No.: 37

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

Emmanuel H. Santos, Deputy

**AMENDMENT NO. 3  
TO SERVICES AGREEMENT  
BETWEEN GALLUN SNOW ASSOCIATES, INC. AND  
COUNTY OF MONTEREY (“COUNTY”), FOR THE PROVISION OF SERVICES AT  
NATIVIDAD MEDICAL CENTER, A COUNTY-OWNED AND OPERATED ACUTE CARE  
FACILITY  
FOR  
INTERIOR DESIGN SERVICES**

This Amendment No. 3 to the Services Agreement (“Agreement”) which was effective on August 1, 2018 is entered into by and between the County of Monterey (“County”), for the provision of services at Natividad Medical Center, a County-owned and operated acute care facility, and Gallun Snow Associates, 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 Gallun Snow Associates, Inc. pursuant to RFQ #9600-80 for interior design services with a term August 1, 2018 through July 31, 2021 and a total Agreement amount not to exceed \$600,000; and

**WHEREAS**, the Agreement expired on July 31, 2021; and

**WHEREAS**, the Parties renewed and amended the Agreement via Renewal and Amendment No. 1 to extend the term for an additional one (1) year period through July 31, 2022 for a revised full Agreement term (August 1, 2018 through July 31, 2022) to allow for services to continue with no changes to the original scope of work or total Agreement amount of \$600,000 for Agreement awarded per RFQ #9600-80; and

**WHEREAS**, the Parties amended the Agreement via Amendment No. 2 to extend the term for an additional one (1) year period through July 31, 2023 for a revised full Agreement term (August 1, 2018 through July 31, 2023) to allow for services to continue with no changes to the original scope of work with an increase of \$225,000 for a revised total Agreement amount not to exceed \$825,000 for Agreement awarded per RFQ #9600-80; and

**WHEREAS**, the Parties currently wish to amend the Agreement via Amendment No. 3 to extend it for an additional two (2) year period through July 31, 2025 for a revised full Agreement term (August 1, 2018 through July 31, 2025) to allow for services to continue with revisions to the fees/pricing attached hereto as “Exhibit A-3 per Amendment No. 3” and to the design professional indemnification provision with an increase of \$340,000 for a revised total Agreement amount not to exceed \$1,165,000 for Agreement awarded per RFQ #9600-80.

**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 Renewal and Amendment No 1 and in Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. The first sentence of Section 4.1, "TERM OF AGREEMENT" shall be amended to the following:  
*"The term of the Agreement is August 1, 2018 through and including July 31, 2025."*
2. Section 5.1, "COMPENSATION AND PAYMENTS" shall be amended to the following:  
*"The total amount of this Agreement shall not exceed \$1,165,000. It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the EXHIBIT A-3 FEES/PRICING as per Amendment No. 3."*
3. Section 7.0, "DESIGN PROFESSIONAL INDEMNIFICATION" shall be deleted and replaced with the following:
  - 7.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.
  - 7.2 Indemnification for Design Professional Services Claims:  
CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.
  - 7.3 Indemnification for All Other Claims or Loss:  
For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by COUNTY, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY.

4. Wherever appearing in the Agreement, EXHIBIT A shall be replaced by EXHIBIT A-3.
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement and in Renewal and Amendment No. 1 and Amendment No. 2.
6. A copy of this Amendment No. 4 shall be attached to the Agreement.
7. This Amendment No. 4 shall be effective August 1, 2023.

*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. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

**COUNTY OF MONTEREY ("COUNTY"),  
FOR THE PROVISION OF SERVICES AT  
NATIVIDAD MEDICAL CENTER, A  
COUNTY-OWNED AND OPERATED  
ACUTE CARE FACILITY**

By: Andrew Rosenbaum  
for Charles R. Harris, CEO

Date: 6/29/2023

**APPROVED AS TO LEGAL PROVISIONS**

DocuSigned by:  
By: Stacy Saetta  
00E0E1B99F444A9  
Monterey County Deputy County Counsel

Date: 6/1/2023 | 4:23 PM PDT

**APPROVED AS TO FISCAL PROVISIONS**

DocuSigned by:  
By: Jennifer Forsyth  
4E7E657875454AE  
Monterey County Deputy Auditor/Controller

Date: 6/2/2023 | 8:32 AM PDT

**CONTRACTOR**

Gallun Snow Associates, Inc.  
**CONTRACTOR's Business Name**  
\*\*\*See instructions below\*\*\*

DocuSigned by:  
By: Sara Parsons  
CBA0DD1A22504E8  
(Signature of: Chair, President, or Vice-President)

Sara Parsons Secretary  
Name and Title

Date: 5/30/2023 | 8:17 AM PDT

DocuSigned by:  
By: Danielle Bell  
B4060BE77BES468  
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Danielle Bell Principal, Business Mgr  
Name and Title

Date: 5/29/2023 | 8:01 AM PDT

**\*\*\*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).

**EXHIBIT A-3 FEES/PRICING as per Amendment No. 3**

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**I. Fees/ Pricing:**

Position/Title	Hourly Rates effective August 1, 2023
Principal /Owner	\$172.00
Project Manager	\$138.00
Designer	\$101.00
Senior Designer	\$112.00
Clerical	\$77.00
Design Support	\$77.00

**II. List of Reimbursable Items to be billed:**

Item:	Fees:
Black and white copies/ prints	\$0.15
Color copies/ prints	\$0.75
Black and white plots	\$6.50
Color plots	\$9.00
WebEx meeting	\$10.00
Color photo quality 8.5x11	\$4.50
Color photo quality 11x17	\$9.00
Professional renderings – actual costs, printing or copies by independent shop- actual costs, postage & shipping- actual costs	

- COUNTY shall reimburse only for pre-approved expenses. COUNTY will not reimbursement for travel under this Agreement. All hourly billing fees stated above should be an all-inclusive rate to recoup travel costs.
- **0% MARKUP ON REIMBURSABLE ITEMS:**  
Markup on reimbursable items is not permitted for this type of Agreement.