



Monterey County Board of Supervisors

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

Board Order

Agreement No.: A-12242

Upon motion of Supervisor Salinas, seconded by Supervisor Phillips 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. 4 to the Agreement (A-12242) with Nixon Peabody LLP for Legal services with no increase in costs, extending the Agreement an additional one (1) year period (July 1, 2017 through June 30, 2018) for a revised full agreement term of October 10, 2011 through June 30, 2018. The total cost of this agreement is \$300,000.

PASSED AND ADOPTED this 16th day of May 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 May 16, 2017.

Dated: May 18, 2017
File ID: A 17-130

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

By 

Deputy

**AMENDMENT NO. 4
TO SERVICES AGREEMENT
BETWEEN NIXON PEABODY LLP AND
NATIVIDAD MEDICAL CENTER
FOR
LEGAL SERVICES**

This Amendment No. 4 to the Services Agreement ("Agreement") which was effective on October 10, 2011 is entered into by and between the County of Monterey (hereinafter "County"), on behalf of Natividad Medical Center (hereinafter "NMC"), and Nixon Peabody LLP (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 CONTRACTOR to provide legal services with a term October 10, 2011 through June 30, 2012 and a total Agreement amount not to exceed \$100,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on March 1, 2012 via Amendment No. 1 to extend it for an additional one (1) year period through June 30, 2013, increasing the scope of services, and adding an additional \$200,000 for the additional services thereby increasing the total Agreement amount to \$300,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2013 via Renewal and Amendment No. 2 to extend it for an additional one (1) year period through June 30, 2014; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2014 via Amendment No. 3 to extend it for an additional three (3) year period through June 30, 2017; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period through June 30, 2018.

AGREEMENT

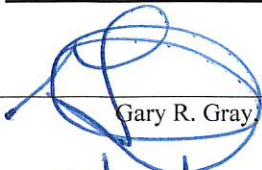
NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

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

1. Section 3 titled "Effective Date of Amendment and Extension of Term", the second sentence shall be amended to the following:
"This term of the AGREEMENT shall continue until June 30, 2018."
2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect.
3. A copy of this Amendment No. 4 shall be attached to the Original Agreement.
4. This Amendment No. 4 shall be effective when signed by both parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By:  _____
Gary R. Gray, DO, CEO

Date: 5/30/17

APPROVED AS TO LEGAL PROVISIONS

By:  _____
Monterey County Deputy County Counsel

Date: 4/3/17

APPROVED AS TO FISCAL PROVISIONS

By:  _____
Monterey County Deputy Auditor/Controller

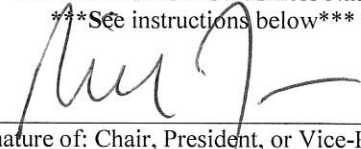
Date: 4/4/17

CONTRACTOR

Nixon Peabody LLP

CONTRACTOR's Business Name

See instructions below

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

Richard M. Jones, Esq., Partner

Name and Title

Date: March 14, 2017

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

Name and Title

Date: _____

*****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).