



# Monterey County Board of Supervisors

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[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

## Board Order

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

**Agreement No.: A-13995 ; Amendment No.: 4**

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 4 to the agreement (A-13995) with B.E. Smith, Inc. for interim management-level services, extending the agreement an additional one (1) year period (January 1, 2024 through December 31, 2024) for a revised full agreement term of July 1, 2018 through December 31, 2024, and adding \$250,000 for a revised total agreement amount not to exceed \$1,300,000.

PASSED AND ADOPTED on this 30<sup>th</sup> day of January 2024, 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 January 30, 2024.

Dated: February 2, 2024

File ID: A 24-017

Agenda Item No.: 18

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

Vicente Ramirez, Deputy

*Original Agreement No. (A-13995)*

**RENEWAL AND AMENDMENT NO. 4  
TO SERVICES AGREEMENT  
BETWEEN B.E. SMITH, INC. AND  
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER  
FOR  
INTERIM MANAGEMENT-LEVEL SERVICES**

This Renewal and Amendment No. 4 to the Services Agreement (“Agreement”) which was effective on July 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and B.E. Smith, 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 B.E. Smith Inc. for interim management-level services with a term July 1, 2018 through June 30, 2021 and a total Agreement amount not to exceed \$300,000; and

**WHEREAS**, the Parties amended the Agreement via Amendment No. 1 to extend it for an additional two (2) year period through June 30, 2023 for a revised full Agreement term (July 1, 2018 through June 30, 2023) to allow for services to continue with revisions to the original scope of work attached hereto as “Exhibit A-1 per Amendment No. 1” with a \$300,000 increase for a revised total Agreement amount not to exceed \$600,000; and

**WHEREAS**, the Parties amended the Agreement via Amendment No. 2 to allow for services to continue with no changes to the scope of work or term of Agreement (July 1, 2018 through June 30, 2023) with a \$450,000 increase for a revised total Agreement amount not to exceed \$1,050,000; and

**WHEREAS**, the Agreement expired on June 30, 2023; and

**WHEREAS**, the Parties amended the Agreement via Renewal and Amendment No. 3 on the same or similar terms, beginning July 1, 2023 and to extend the term for an additional six (6) month period through December 31, 2023 for a revised full Agreement term (July 1, 2018 through December 31, 2023) to allow for services to continue with no changes to the scope of work or total Agreement amount of \$1,050,000; and

**WHEREAS**, the Agreement expired on December 31, 2023; and

**WHEREAS**, the Parties wish to renew and amend the Agreement via Renewal and Amendment No. 4 retroactive to January 1, 2024 to extend the term for an additional one (1) year period through December 31, 2024 for a revised full Agreement term of (July 1, 2018 through December 31, 2024) to allow for continued need of CONTRACTOR’s services with no changes to the scope of work and to add an additional \$250,000 for a revised total Agreement amount not to exceed \$1,300,000.

**AGREEMENT**

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

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1, Amendment No. 2, and Renewal and Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

1. Section 2/ Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:  
***"COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1 as per Amendment No. 1 attached hereto this Amendment No. 1. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$1,300,000."***
2. The first sentence of Section 3.1 shall be amended to the following:  
***"The term of this Agreement is from July 1, 2018 through December 31, 2024 unless sooner terminated pursuant to the terms of this Agreement."***
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, and Renewal and Amendment No. 3.
4. A copy of this Renewal and Amendment No. 4 shall be attached to the Agreement.
5. This Renewal and Amendment No. 4 is effective retroactively on January 1, 2024.

***The remainder of this page was intentionally left blank.***

***~ Signature page to follow ~***

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 4 as follows:

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

DocuSigned by:  
By: Charles R. Harris  
4E1F837D2D4E481  
Charles R. Harris, CEO

Date: 2/6/2024 | 9:23 AM PST

**APPROVED AS TO LEGAL PROVISIONS**

DocuSigned by:  
By: Stacy Saetta  
CDECE1B99E44A9  
Monterey County Deputy County Counsel

Date: 1/5/2024 | 2:29 PM PST

**APPROVED AS TO FISCAL PROVISIONS**

DocuSigned by:  
By: Jennifer Forsyth  
E7E6578754544E  
Monterey County Deputy Auditor/Controller

Date: 1/5/2024 | 4:35 PM PST

**CONTRACTOR**

B.E. Smith, Inc.  
**CONTRACTOR's Business Name**  
\*\*\*See instructions below\*\*\*

DocuSigned by:  
By: Steve Leatherman  
8B1CFE99247C455  
(Signature of: Chair, President, or Vice-President)

Steve Leatherman, Division Director, West  
Name and Title

Date: 1/2/2024 | 4:07 PM PST

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).