

**AMENDMENT NO. 2  
TO SERVICES AGREEMENT  
BETWEEN BEST & KRIEGER, LLP AND  
NATIVIDAD MEDICAL CENTER  
FOR  
SPECIALIZED ATTORNEY SERVICES**

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on May 1, 2017 is entered into by and between the County of Monterey (hereinafter "County"), on behalf of Natividad Medical Center (hereinafter "NMC"), and Best Best & Krieger, 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 specialized attorney services with a term May 1, 2017 through April 30, 2019 and a total Agreement amount not to exceed \$80,000; and

**WHEREAS**, NMC and CONTRACTOR amended the Agreement on April 30, 2018 via Amendment No. 1 to add an additional \$118,000, thereby increasing the total Agreement amount to \$198,000; and

**WHEREAS**, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional three (3) year period through April 30, 2022 and adding an additional \$127,000 for a total Agreement amount of \$325,000.

**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 1.02 titled "Term and Termination Upon Written Notice", first sentence shall be amended to the following:  
*"The term of this Agreement shall be May 1, 2017 through April 30, 2022."*
2. Section 1.03 titled "Budget", first sentence shall be amended to the following:  
*"ATTORNEY and COUNTY agree that the budget for the Project shall not exceed the sum of three hundred twenty five thousand dollars (\$325,000)."*
2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect.
3. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
4. This Amendment No. 2 shall be effective when signed by both parties.

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.

**NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Gary R. Gray, DO, CEO

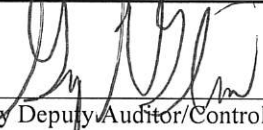
Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

By:   
Monterey County Deputy County Counsel

Date: 10/3/18

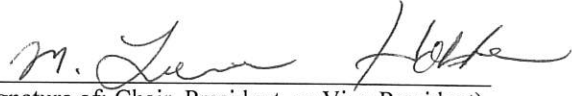
**APPROVED AS TO FISCAL PROVISIONS**

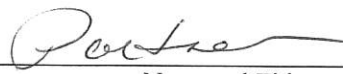
By:   
Monterey County Deputy Auditor/Controller

Date: 10-5-18


**CONTRACTOR**

Best Best & Krieger, LLP  
**CONTRACTOR's Business Name**  
\*\*\*See instructions below\*\*\*

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

  
Name and Title

Date: September 26, 2018

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

Scott H. Campbell  
Name and Title

Date: September 26, 2018

**\*\*\*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).