



Monterey County Board of Supervisors

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1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

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

Agreement No.: A-15773; Amendment No.: 1

- a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement with Kirby Bates Associates for interim leadership services, and adding \$200,000 for a revised total agreement amount not to exceed \$300,000, with no change to the term Agreement January 1, 2022 through December 31, 2022.
- b. Authorize the Chief Executive Officer for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$10,000) of the original cost of the agreement.

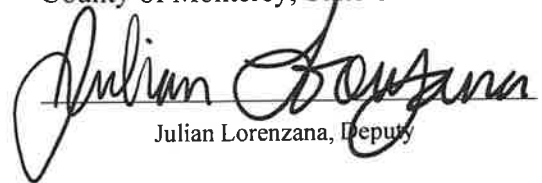
PASSED AND ADOPTED on this 19th day of April 2022, by roll call vote:

AYES: Supervisors Alejo, Lopez, Askew and Adams
NOES: None
ABSENT: Supervisor Phillips
(Government Code 54953)

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 April 19, 2022.

Dated: April 21, 2021
File ID: A 22-109
Agenda Item No.: 48

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



Julian Lorenzana, Deputy

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN KIRBY BATES ASSOCIATES AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
INTERIM LEADERSHIP SERVICES**

This Amendment No. 1 to the Services Agreement (“Agreement”) which was effective on January 1, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Kirby Bates Associates (“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 Kirby Bates Associates for Interim Leadership Services with a term January 1, 2022 through December 31, 2022 and a total Agreement amount not to exceed \$100,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 1 with revisions to the indemnification clause attached hereto as “Addendum No. 1 as per Amendment No. 1” with a \$200,000 increase for a total Agreement amount of \$300,000, with no changes to the term Agreement January 1, 2022 through December 31, 2022.

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 incorporated herein by this reference, except as specifically set forth below.

1. 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. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$300,000.”
2. Paragraph titled, “SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS” shall be amended to the following:
*“The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Addendum No. 1 as per Amendment No. 1
Exhibit A: Scope of Services/Payment Provisions”*
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 the parties.

~ 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

By: [Signature]
for Charles R. Harris, Interim CEO

Date: 4-26-22

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County Deputy County Counsel

Chief Deputy County Counsel
Date: 3/3/2022

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 3/9/2022

CONTRACTOR

Kirby Bates Associates
CONTRACTOR's Business Name
See instructions below

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

Colleen A. Chapp, Executive Vice President
Name and Title

Date: 2-24-2022

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

Nikhol Perez, Director of Finance
Name and Title

Date: 02/25/2022

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).

ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN KIRBY BATES ASSOCIATES, AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR INTERIM LEADERSHIP SERVICES

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between Kirby Bates Associates, (hereinafter "CONTRACTOR") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "COUNTY"). This Addendum #1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached Agreement.


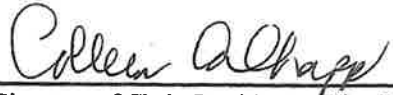



NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

I. Paragraph 4.1, "INDEMNIFICATION", shall be amended to:

4.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

Signature page to follow.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Addendum No.1 on the basis set forth in this document and have executed this Addendum No. 1 the day and year set forth herein.

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| COUNTY OF MONTEREY, on behalf of NATIVIDAD MEDICAL CENTER | KIRBY BATES ASSOCIATES |
|  |  |
| for Charles R. Harris, Interim CEO | Signature of Chair, President or Vice-President |
| 4-26-22 | Colleen A. Chepp, Executive Vice President |
| Date | Printed Name and Title |
| | 2-24-2022 |
| | Date |
| Approved as to Legal Provisions: |  |
|  Monterey County Deputy County Counsel Chief Deputy County Counsel 3/3/2022 | Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer |
| Date | Nikhol Perez, Director of Finance |
| | Printed Name and Title |
| Approved as to Fiscal provisions: | 02/25/2022 |
|  | Date |
| Monterey County Chief-Deputy Auditor- Controller | Signature Instructions |
| 3/9/2022 | For 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). |
| Date | |