



Monterey County Board of Supervisors

Board Order

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A motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-11791; Amendment No.: 7

- a. Authorize the County Counsel to execute a Renewal and Amendment No. 7 to the Services Agreement ("Agreement") with Latham & Watkins LLP, for the provision of healthcare legal services at Natividad Medical Center, adding 1 year, for a revised full term from May 10, 2010 through June 30, 2022, with no change to the total agreement amount of \$1,510,000; and
- b. Accept the non-standard removal of indemnification provision, as recommended by the Interim Chief Executive Officer.

PASSED AND ADOPTED on this 27th day of July 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams

NOES: None

ABSENT: None

(Government Code 54953)

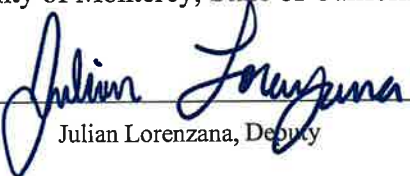
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting July 27, 2021.

Dated: August 3, 2021

File ID: A 21-402

Agenda Item No.: 21

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


Julian Lorenzana, Deputy

**RENEWAL AND AMENDMENT No. 7
TO SERVICES AGREEMENT
BETWEEN Latham & Watkins LLP, AND
COUNTY OF MONTEREY, on behalf of
NATIVIDAD MEDICAL CENTER
FOR
Consulting and Legal Services**

This Renewal and Amendment No. 7 to the Services Agreement ("Agreement"), dated May 1, 2010 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (**hereinafter "COUNTY"**), and **Latham & Watkins LLP (hereinafter "CONTRACTOR")**, with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for CONTRACTOR to provide Consulting and Legal Services for COUNTY with a one-year term and a total Agreement amount not to exceed \$100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on January 11, 2011 via Amendment No. 1 to add an additional \$300,000, thereby increasing the total agreement amount to \$400,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement effective July 1, 2011, via Renewal and Amendment No.2 to extend the term for an additional one-year period through June 30, 2012 and to add an additional \$600,000, thereby increasing the total agreement amount to \$1,000,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement effective July 1, 2012, via Amendment No.3 to extend the term for an additional one-year period through June 30, 2013 and ;

WHEREAS, COUNTY and CONTRACTOR amended the Agreement, effective July 1, 2013, via Renewal and Amendment No.4 to extend the term for an additional two-year period through June 30, 2015 and to add an additional \$500,000, thereby increasing the total agreement amount to \$1,500,000 ; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement, effective June 23, 2015, via Amendment No. 5 to extend the term for an additional three-year period through June 30, 2018 with no increase to the total agreement amount ; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 6 to extend the term for an additional three-year period through June 30, 2021, COUNTY with a \$10,000 (10%) increase for a revised total agreement amount not to exceed \$1,510,000 ; and

WHEREAS, the Agreement expired on June 20, 2021; and

WHEREAS, COUNTY and CONTRACTOR wish to renew and amend the Agreement to extend the term for an additional one-year period through June 30, 2022, with no increase to the total agreement amount.

AGREEMENT

NOW, THEREFORE, the parties agree to renew and amend the Agreement as follows:


1. Paragraph 4, Section 6, Rates, Fees and Charges. The first sentence of paragraph 4 of Section 6, Rates, Fees and Charges, shall be amended and restated as follows: *"The term of this Agreement is July 1, 2015 through June 30, 2022 unless sooner terminated pursuant to this Agreement"*.

2. Section 9.1, Indemnification. Section 9.1, Indemnification, shall be deleted in its entirety.
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 7 and shall continue in full force and effect.
4. A copy of this Renewal and Amendment No. 7 shall be attached to the Original Agreement.
5. The effective date of this Renewal and Amendment is July 1, 2021.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Renewal and Amendment No. 7 on the basis set forth in this document and have executed this Amendment No. 7 on the day and year set forth herein.

DATED: 8/9/21

COUNTY

By 
Leslie J. Girard
County Counsel-Risk Manager
County of Monterey

DATED: 8/9/2021

LATHAM & WATKINS, LLP

By Betty Pang
Counsel

APPROVED AS TO FORM AND LEGALITY

LESLIE J. GIRARD
County Counsel-Risk Manager

DATED: 6/28/2021

By 
Stacy L. Saetta
Deputy County Counsel

Reviewed for Fiscal Provisions
6-26-2021



Chief Deputy Auditor-Controller