

**RENEWAL AND AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE COUNTY OF MONTEREY &  
THE LAW OFFICE OF SHANE M. KELLY**

**THIS RENEWAL AND AMENDMENT NO. 1** is made to the AGREEMENT for legal representation services by and between The Law Office of **SHANE M. KELLY**, Attorney at Law, State Bar #308997 hereinafter referred to as "Attorney", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County."

**WHEREAS**, Attorney entered into an AGREEMENT with the County on July 1, 2024, to provide legal representation services through and including June 30, 2025, for an amount not to exceed \$155,000; and

**WHEREAS**, the AGREEMENT expired on June 30, 2025; and

**WHEREAS**, the Attorney has since continued to perform under the Agreement and otherwise conduct themselves as if it remained in force; and

**WHEREAS**, the County and the Attorney mutually desire to reinstate the AGREEMENT with effect retroactive to July 1, 2025; and

**WHEREAS**, the County and Attorney wish to renew and amend the AGREEMENT to extend the term for twelve (12) additional months to June 30, 2026, and increase the amount by \$155,000 for a total not-to-exceed of \$310,000 to allow Attorney to continue to provide services identified in the AGREEMENT and as amended by this Renewal and Amendment No. 1.

**NOW THEREFORE**, the County and Attorney hereby agree to amend the AGREEMENT in the following manner:

1. The AGREEMENT shall be, and hereby is, retroactively reinstated in its entirety as of July 1, 2025, and shall be considered to have been, at all relevant times as provided herein, in full force and effect as if the same had never expired.
2. Section 4.01, "**Monthly Payments by County**," shall be amended by deleting the following language, "*Subject to the limitations set forth herein, the County through the Auditor-Controller shall pay the Attorney a monthly payment equal to 1/12th of the maximum amount of the County's liability over the full term of this Agreement, payable on or before the thirtieth day of each month during the term of this Agreement for those services rendered in the immediately preceding month pursuant to this Agreement*" and replacing it with, "**During the period of July 1, 2025, through June 30, 2026, compensation in the amount of \$155,000 shall be paid to Attorney, in monthly payments of \$12,916.67, payable on or before the thirtieth day of each month during this time period for those services rendered in the immediately preceding month pursuant to this Agreement.**"
3. Section 4.02, "**Maximum Payment by the County**," shall be amended by removing, "*The maximum compensation to be paid by the County, except as provided in Section 4.03, over the full term of this Agreement shall not exceed \$155,000.00*" and replacing it with, "**The maximum compensation to be paid by the County, except as provided in Section 4.03, over the full term of this Agreement shall not exceed three hundred ten thousand dollars (\$310,000.00).**"
4. Section 5.01, "**Duration of Agreement**," shall be amended by removing, "*This Agreement shall be in full force and effect commencing on July 1, 2024, and ending on June 30, 2025, unless sooner*

*terminated as provided herein*” and replacing it with, **“This Agreement shall be in full force and effect commencing on July 1, 2024, and ending on June 30, 2026, unless sooner terminated as provided herein.”**

5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by the Renewal and Amendment No. 1 and shall continue in full force and effect as set forth in the AGREEMENT.
6. A copy of this Renewal and Amendment No. 1 shall be attached to the original AGREEMENT executed by the County on June 25, 2024, and incorporated therein as if fully set forth in the AGREEMENT.

*This space left blank intentionally*

IN WITNESS WHEREOF, the parties have executed this Renewal and Amendment No. 1 on the day and year written below.

MONTEREY COUNTY

\_\_\_\_\_  
Contracts/Purchasing Officer

Dated: \_\_\_\_\_

*Approved as to Fiscal Provisions:*

*DocuSigned by:*  
**Jennifer Forsyth**

\_\_\_\_\_  
Deputy Auditor/Controller

Dated: 6/26/2025

*Approved as to Liability Provisions:*

*DocuSigned by:*  
**David Bolton**

\_\_\_\_\_  
Risk Management

Dated: 6/26/2025

*Approved as to Form:*

*DocuSigned by:*  
**David Bolton**

\_\_\_\_\_  
Deputy County Counsel

Dated: 6/26/25

CONTRACTOR

*DocuSigned by:*  
**Shane Kelly**

\_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

Shane Kelly Attorney

\_\_\_\_\_  
Printed Name and Title

Dated: 6/26/2025

By: \_\_\_\_\_

(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

\_\_\_\_\_  
Printed Name and Title

Dated: \_\_\_\_\_

\*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. 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. 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.