

Amendment No. 3

County of Monterey Agreement for Professional Services with Ballard Spahr LLP for Federal Legislative Advocacy Services

This AMENDMENT NO. 3 to the County of Monterey Agreement for Professional Services (hereinafter, "AMENDMENT") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "COUNTY"), and Ballard Spahr LLP (hereinafter, "CONTRACTOR").

Whereas, the parties entered into an Agreement for Professional Services (hereinafter, "AGREEMENT"), on January 29, 2019 with a 5-month term ending on June 30, 2019, and a total AGREEMENT amount not to exceed \$29,731.19; and,

Whereas, the parties renewed and amended the AGREEMENT from time-to-time to extend the Agreement and increase the contract amount not to exceed;

Whereas, the parties desire to further amend the AGREEMENT to increase the amount not to exceed, adjust the monthly fee for federal legislative advocacy services, and extend the term; NOW, THEREFORE,

The parties agree to amend the AGREEMENT effective March 1, 2021, as follows:

1. Section 2.0 PAYMENT PROVISIONS, shall be amended by removing "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$169,731.69" and replacing it with "The total amount payable by the County to CONTRACTOR under this Agreement shall be increased by the amount of \$84,000 for a total contract amount not exceed the sum of \$253,731.69."
2. Section 3.0 TERM OF AGREEMENT, shall be amended by removing "The term of this Agreement is from January 29, 2019 to June 30, 2021, unless sooner terminated pursuant to the terms of this Agreement," and replacing it with "The term of this Agreement is from January 29, 2019 to June 30, 2022, unless sooner terminated pursuant to the terms of this Agreement."
3. Exhibit A, Section B to the AGREEMENT is amended to remove "\$5,833.33 billed monthly for federal legislative advocacy services" and replacing it with "Effective March 1, 2021, \$6,708.33 billed monthly for federal legislative advocacy services."
4. Except as provided herein, all other terms and conditions of the original AGREEMENT and AMENDMENT Nos. 1 and 2, as amended by this AMENDMENT NO. 3, shall remain in full force and effect.
5. A copy of this AMENDMENT NO. 3 shall be attached to the original AGREEMENT and AMENDMENT Nos. 1 and 2.

IN WITNESS WHEREOF, the parties hereby execute this Renewal as follows:

COUNTY OF MONTEREY

By: DocuSigned by: Michael R. Derr
367942E6F649429...
Contracts/Purchasing Officer

Date: 2/12/2021 | 1:40 PM PST

Approved as to Form

By: DocuSigned by: Les Girard
2EF8DC76EE5547E...
County Counsel

Date: 2/12/2021 | 1:30 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Gary Giboney
D3834BFEC1D8449...
Auditor/Controller

Date: 2/12/2021 | 1:25 PM PST

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR*

Ballard Spahr LLP

By: Contractor's Business Name DocuSigned by: Brent Heberlee
BB8C440F0F2F45A...
(Signature of Chair, President or Vice President)

Its: Brent Heberlee Attorney at Law
(Name and Title)

Date: 2/12/2021 | 12:47 PM PST

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

Its: _____
(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. 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.