

**AMENDMENT #2  
TO AGREEMENT BETWEEN  
COUNTY OF MONTEREY AND DUANE MORRIS LLP**

**THIS AMENDMENT** is made to the AGREEMENT for the provision of general legal services, consultation and coverage analysis by and between **Duane Morris, LLP**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

**WHEREAS**, the COUNTY and CONTRACTOR previously entered into the original AGREEMENT on May 31, 2013; and

**WHEREAS**, the COUNTY and CONTRACTOR amended the AGREEMENT, to increase the amount of the AGREEMENT by \$9,900, from \$90,000 to **\$99,900**.

**WHEREAS**, the COUNTY and CONTRACTOR hereby wish to amend the AGREEMENT, to modify the terms of compensation by setting an estimated amount of \$50,000 per year (an increase of \$150,000 over the next three years), resulting in a maximum "not to exceed" amount **\$249,900** for the five-year period from 2013 – 2017, and to set a termination date on the AGREEMENT of **December 31, 2017**.

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

1. Section 1, "EFFECTIVE DATE AND TERM," Subsection 1.01, shall be amended by adding language to the end of the provision so that it now reads: "This Agreement shall be effective as of January 1, 2013, and shall terminate upon completion of the tasks, or any other ancillary issues, assigned to ATTORNEY by the County Counsel designee, unless earlier terminated as set forth below. This Agreement may be amended from time-to-time upon the mutual agreement of the parties. Notwithstanding the above, no amendment shall allow the extension of this Agreement beyond **December 31, 2017**."
2. Section 3. "COMPENSATION", Subsection 3.02 "Budget," shall be amended by replacing that provision with the following language:

"ATTORNEY and COUNTY agree that the budget for services pursuant to this Agreement shall not exceed the aggregate sum of **Two Hundred Forty-nine Thousand, Nine Hundred Dollars \$249,900** with an estimated allocation of **Fifty Thousand Dollars (\$50,000)** in the calendar years of 2015, 2016 and 2017. ATTORNEY shall notify the County Counsel in writing when fifty percent (50%) and seventy-five percent (75%) of the annual allocations for 2015, 2016 and 2017 have been spent. If COUNTY does not approve additional fees or fee increases required by the project beyond the Budget approved through this 2nd Amendment, COUNTY hereby consents to ATTORNEY's withdrawal from the Agreement.

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT, including billing rates, are unchanged and unaffected by this AMENDMENT No. 2 and shall continue in full force and effect, as set forth in the AGREEMENT.

4. A copy of the AMENDMENT No. 2 shall be attached to the original AGREEMENT executed by the COUNTY on May 31, 2013.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

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

By: 

Signature of Chair, President, or Vice-President

*Duane Morris, LLP,  
Partner and*

*Max Stern, Chair of Insurance  
Division*  
\_\_\_\_\_  
Printed Name and Title

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

Dated: *5/1/2015*

*Approved as to Fiscal Provisions:*

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

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

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

Dated: *S-5-15*

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

*Approved as to Liability Provisions:*

RISK MANAGEMENT  
COUNTY OF MONTEREY

APPROVED AS TO INDEMNITY/  
Risk Management INSURANCE LANGUAGE

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

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

By: 

Date: *5/5/15*  
*Approved as to Form:*

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

Dated: *5/5/15*

\*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.