

**AMENDMENT NO. 8
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN Foley & Lardner LLP AND
THE NATIVIDAD MEDICAL CENTER
FOR
Legal Services**

This Amendment No. 8 to Professional Services Agreement ("Agreement"), dated January 1, 2007, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Foley & Lardner LLP (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor amended the Agreement previously on July 1, 2007 via Amendment No. 1, on July 1, 2008 via Amendment No. 2, and on December 1, 2008 via Amendment No.3, and on April 1, 2010 via Amendment No.4, and on July 1, 2011 via Amendment No.5, and on March 1, 2012 via Amendment No.6 and July 1, 2013 via Amendment No.7; and

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement by \$200,000 to allow existing services to continue.

AGREEMENT

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

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. A-10789).
2. Amendment-No.8 to Exhibit A, attached to this Amendment, is hereby incorporated into Exhibit A. All references in the Agreement to Exhibit A shall be construed to refer to Amendment-No.8 Exhibit A.
3. Section 2. "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$2,418,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-10789) shall not exceed the total sum of \$2,618,000 for the full term of the Agreement*".
4. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement, as amended by Amendment Nos. 1 through 7, are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No.8 and all previous Renewals and Amendments and Amendments shall be attached to the original Agreement (No. A-10789).
6. The effective date of this Amendment is July 1, 2014.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: _____
Sid Cato, NMC Contracts Manager

Date: _____

By: _____
Harry Weis, NMC Chief Executive Officer

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Anne Brauer
Monterey County, Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Gary Giboney
Monterey County Auditor/Controller's Office

Date: _____

Contractor

Foley & Lardner LLP
Contractor's Business Name*** (see instructions)

Richard W Lasater
Signature of Chair, President, or Vice-President

Richard W Lasater, Dept. Chair
Name and Title

Date: 4/22/2014

By: D. Kelly
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

DIANE UNG, Partner
Name and Title

Date: 4/22/2014

*****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).

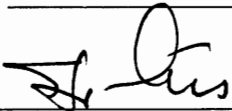
If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: _____
Sid Cato, NMC Contracts Manager

Date: _____

By:  _____
Harry Weis, NMC Chief Executive Officer

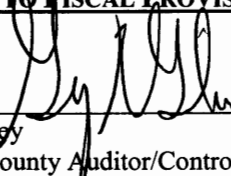
Date: 4/18/14

APPROVED AS TO LEGAL PROVISIONS

By:  _____
Anne Brauer
Monterey County, Deputy County Counsel

Date: 4/24/14

APPROVED AS TO FISCAL PROVISIONS

By:  _____
Gary Gibony
Monterey County Auditor/Controller's Office

Date: 5-2-14

Contractor

Contractor's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President

Name and Title

Date: _____

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

Name and Title

Date: _____

*****Instructions**

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Natividad Medical Center

By: _____
Sid Cato, NMC Contracts Manager

Date: _____

By: _____
Harry Weis, NMC Chief Executive Officer

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Anne Brauer
Monterey County, Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Gary Giboney
Monterey County Auditor/Controller's Office

Date: _____

Contractor

Foley & Lardner LLP
Contractor's Business Name*** (see instructions)

Richard W. Lasater
Signature of Chair, President, or Vice-President

Richard Lasater, Dept Chair
Name and Title

Date: 4/22/2014

By: Diane Ung
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

DIANE UNG, Partner
Name and Title

Date: 4/22/2014

***Instructions

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If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)

AMENDMENT-NO.8 TO EXHIBIT A

**FOLEY & LARDNER/ NATIVIDAD/MONTEREY COUNTY
AGREEMENT FOR LEGAL SERVICES
HOURLY RATES FOR SELECTED LAWYERS AND LEGAL PERSONNEL
JULY 1, 2014 THROUGH JUNE 30, 2015**

<u>PERSONNEL</u>	<u>OFFICE</u>	<u>HOURLY RATE (\$)</u>
<u>PARTNERS</u>		
Abalona, William	Sacramento	660
Albert, Richard	Los Angeles	575
Gonzalez Knavel, Maria	Milwaukee	610
Guerrero, Jaime	Los Angeles	625
Hoffman, Samuel	San Diego	565
Koch, Gary	Tampa	600
Lacktman, Nathaniel	Tampa	525
Leventhal, Robert	Los Angeles	650
McClune, Gregory	San Francisco	640
Overly, Michael	Los Angeles	795
Rifenbark, Richard	Los Angeles	580
Riley, Leigh	Milwaukee	615
Rodriguez, Denise	Los Angeles	695
Rossmann, Chris	Detroit	680
Scarano, R. Michael	San Diego	685
Schieble, Mark	San Francisco	695
Seiden, Richard	Los Angeles	705
Smason, Tami	Los Angeles	675
Thrope, Jeff	New York	695
Ung, Diane	Los Angeles	625
Vernaglia, Lawrence	Boston	670
Waltz, Judith	San Francisco	695
Warren, Adria	Boston	660
Zigman, Lynette	Milwaukee	625
<u>OF COUNSELS</u>		
Einhorn, Alan	Boston	645
Elson, Elizabeth	Los Angeles	585
Romano, Donald	Washington	655
Sorensen, Heidi	Washington	635

* For any legal or paralegal personnel who are not listed, Contractor shall be compensated for such personnel in accordance with Contractor's standard hourly rate for such personnel, if Contractor notifies County in writing of the applicable standard rate at the time the invoice that initially reflects services rendered by such personnel is submitted.

AMENDMENT-NO.8 TO EXHIBIT A

FOLEY & LARDNER/ NATIVIDAD/MONTEREY COUNTY
AGREEMENT FOR LEGAL SERVICES
HOURLY RATES FOR SELECTED LAWYERS AND LEGAL PERSONNEL
JULY 1, 2014 THROUGH JUNE 30, 2015

<u>PERSONNEL</u>	<u>OFFICE</u>	<u>HOURLY RATE (\$)</u>
<u>SENIOR COUNSEL</u>		
Brooks, Holden	Milwaukee	525
Gourley, Michelle	Los Angeles	465
Habte, Lecann	Los Angeles	510
Marino, Kristy	San Francisco	525
McCollum, Michael	Los Angeles	550
Salinas, Sonia	Los Angeles	480
<u>SPECIAL COUNSEL</u>		
Chmielewski, Monica	Chicago	480
<u>ASSOCIATES</u>		
Albertson, David	Los Angeles	385
Atallah, John	Los Angeles	285
Bortniker, Alexis	Boston	560
Dufour, William	Los Angeles	450
Marblestone, Claire	Los Angeles	325
Nisenbaum, Alexandre	Los Angeles	420
Patel, Shilpa	New York	500
Shankar, Anil	Los Angeles	470
Wooden, Jeremy	San Diego	475
Young, Brandon	Milwaukee	525
Young, Torrey	Boston	370
<u>PARALEGALS</u>		
Lewman, Kevin	Los Angeles	275
SUMMER ASSOCIATES	All Offices	250

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