

**AMENDMENT NO. 1
TO AGREEMENT FOR SPECIALIZED
ATTORNEY SERVICES BY AND
BETWEEN COUNTY OF MONTEREY
AND FOLEY & LARDNER, LLP**

THIS AMENDMENT NO. 1 to Agreement for Specialized Attorney Services (“AGREEMENT”) for the provision of legal services is made by and between the COUNTY OF MONTEREY, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), on behalf of Natividad Medical Center, and **FOLEY & LARDNER, LLP** (hereinafter referred to as "ATTORNEY"), with respect to the following.

WHEREAS, COUNTY and ATTORNEY entered into AGREEMENT in the amount of \$500,000 with a term of July 1, 2021 to June 30, 2024; and

WHEREAS, COUNTY and ATTORNEY wish to amend the AGREEMENT to increase the total amount of the AGREEMENT by \$300,000 due to the provisions of additional services, for a total liability of \$800,000, and to extend the AGREEMENT by one year to June 30, 2025.

NOW THEREFORE, COUNTY and ATTORNEY hereby agree to amend AGREEMENT in the following manner:

1. Paragraph 1.01 of Section 1, EFFECTIVE DATE AND TERM. Paragraph 1.01 shall be amended and restated in its entirety as follows:

“1.01. This Agreement shall be effective as of July 1, 2021, and shall terminate on June 30, 2025, unless earlier terminated as set forth below. This Agreement may be amended from time-to-time upon the written mutual agreement of the parties.”

2. Paragraph 3.02. Paragraph 3.02, Budget, shall be amended and restated in its entirety as follows:

“3.02. Budget. ATTORNEY and COUNTY agree that the budget for services pursuant to this Agreement is the sum of \$800,000.00. ATTORNEY and COUNTY shall revise the budget as necessary to reflect additional fees and expenses required for services, and this Agreement shall be amended accordingly to provide for such budget increases. Proposed budget increases must be approved by COUNTY before increased charges or expenditures are paid. ATTORNEY shall notify the County Counsel in writing when fifty percent (50%) and seventy-five percent (75%) of the Budget has been spent. If COUNTY does not approve additional fees and expenses required by the project beyond the initial and revised budget, COUNTY hereby agrees that ATTORNEY has the right to terminate work on the matter and that ATTORNEY need not perform further services pursuant to this Agreement. COUNTY will compensate ATTORNEY for all necessary and

reasonable costs incurred on behalf of COUNTY as set forth herein.

- 3. EXHIBIT B-1 FEES AND EXPENSES replaces EXHIBIT B FEES AND EXPENSES. All references in the AGREEMENT to EXHIBIT B shall be construed to refer to EXHIBIT B-1. This EXHIBIT B-1 modifies the Fee Schedules effective July 1, 2023 through June 30, 2025.
- 4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT that are unchanged and unaffected by this AMENDMENT NO. 1 shall continue in full force and effect as set forth in the AGREEMENT.
- 5. This AMENDMENT NO. 1 shall be effective June 27, 2023.
- 6. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by the County.

IN WITNESS WHEREOF, County and ATTORNEY have executed this AMENDMENT NO. 1 as of the day and year written below.

DATED: _____

COUNTY

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

DATED: _____

ATTORNEY

By _____
 Kimberly A. Klinsport, Managing Partner
 Foley & Lardner, LLP

APPROVED AS TO FORM AND LEGALIT

DATED: 6/28/2023 | 9:20 PM PDT

DocuSigned by:
Stacy Saelta

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 Stacy L. Saelta
 Chief Deputy County Counsel

6/29/2023 | 7:59 AM PDT

DocuSigned by:
Patricia Ruiz

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 By Auditor/Controller Signers

EXHIBIT B-1

FEES AND EXPENSES

COUNTY shall pay ATTORNEY the fees and necessary expenses for services performed under this Agreement. The attorney fees and expenses shall be calculated and charged in accordance with the hourly rates identified below and with the expense method of billing identified in this Agreement. ATTORNEY shall bill COUNTY for the professional services of its attorneys at their standard hourly billing rate applicable for the particular fiscal period, or rate as may otherwise be discounted and applied. These rates may change from time to time. Changes in attorney fees and expenses are not binding unless mutually agreed upon in a writing signed by the parties.

FEE SCHEDULE EFFECTIVE JULY 1, 2023 THROUGH JUNE 30, 2025

PARTNERS

(All Offices) \$695 -- \$1250

OF COUNSEL, SPECIAL COUNSEL

(All Offices) \$650 -- \$995

SENIOR COUNSEL

(All Offices) \$625 -- \$735

ASSOCIATES

(All Offices) \$400 -- \$675

PARALEGALS

(All Offices) \$325 -- \$395

SUMMER ASSOCIATES

(All Offices) \$250

Rates will reflect discount from the firm's published rates.