



Monterey County Board of Supervisors

Board Order

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1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-15263; Amendment No.: 1

Authorize the County Counsel to execute an Amendment No. 1 to Agreement with Specialized Attorney Services with Hooper, Lundy & Bookman, and P.C. for legal services with respect to healthcare matters at Natividad Medical Center, adding two years, for a revised full term of July 1, 2018 through June 30, 2023 and adding \$300,000 for a contract amount not to exceed \$1,200,000.

PASSED AND ADOPTED on this 8th day of June 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 8, 2021.

Dated: June 14, 2021
File ID: A 21-240
Agenda Item No.: 35

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy

**AMENDMENT NO. 1
TO AGREEMENT FOR SPECIALIZED
ATTORNEY SERVICES BY AND BETWEEN
COUNTY OF MONTEREY AND
HOOPER LUNDY & BOOKMAN, P.C.**

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, County's owned and operated acute care facility, and Hooper Lundy & Bookman, a California Professional Corporation (hereinafter referred to as "ATTORNEY"), with respect to the following.

WHEREAS, County and ATTORNEY entered into AGREEMENT in the amount of \$900,000 with a term of July 1, 2018 through June 30, 2021; and

WHEREAS, County and ATTORNEY wish to amend the AGREEMENT to extend the term, modify fees, and increase the total amount of the AGREEMENT due to the extended term and added services.

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

1. Section 1.0. Section 1.0, **EFFECTIVE DATE AND TERM**, shall be amended and restated in its entirety as follows:

"1. EFFECTIVE DATE AND TERM

1.01 This Agreement shall be effective as of July 1, 2018 to June 30, 2023, unless sooner terminated pursuant to the terms of this Agreement. This Agreement may be amended from time-to-time upon the mutual agreement of the parties."

2. Paragraph 2.01. Paragraph 2.01, Services to be Performed by ATTORNEY, shall be amended and restated to read in its entirety as follows:

"2.01. Services to be Performed by ATTORNEY. COUNTY hereby hires ATTORNEY to render independent legal services to COUNTY, subject to the terms of this Agreement. The primary attorneys providing services hereunder shall be David P. Henninger, Jodi P. Berlin, Alicia Macklin, and Ruby W. Woods, although other attorneys in the firm may be utilized on an as-needed basis. ATTORNEY shall perform said services faithfully and well, when needed by and as requested by COUNTY. The services to be performed under this Agreement shall consist of providing advice to COUNTY regarding healthcare legal services.

A specific scope of work is enclosed as Exhibit A, and incorporated herein by reference. ATTORNEY shall perform only such services as are within the expertise of the individual attorneys on ATTORNEY's staff, and ATTORNEY will notify COUNTY promptly if any work requested is beyond such expertise. ATTORNEY shall diligently provide such legal services as are necessary and approved by COUNTY in a professional, timely manner.

ATTORNEY shall perform all of its services with due regard to ethical guidelines and the client's interests.”

3. 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 initial budget for services pursuant to this Agreement shall not exceed the sum of \$1,200,000. 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 accrued. 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 consents to ATTORNEY’s withdrawal as co-counsel in any cases.”

4. 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 fees and expenses effective July 1, 2021 through June 30, 2023.
5. 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.
6. This AMENDMENT NO. 1 shall be effective July 1, 2021.
7. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by the County.

*[Remainder of Page Intentionally Left Blank]
[Signature Page Follows]*

IN WITNESS WHEREOF, County and ATTORNEY have executed this AGREEMENT as of the day and year written below.

DATED: 8/9/21

COUNTY

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

DATED: _____

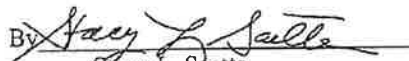
ATTORNEY

By 
David P. Henninger, Esq.
Hooper Lundy & Bookman, P.C.

APPROVED AS TO FORM AND LEGALITY

LESLIE J. GIRARD
County Counsel-Risk Manager

DATED: 5/5/2021

By 
Stacy L. Saetta
Deputy County Counsel

Reviewed for Fiscal Provisions

 5-5-2021

Chief Deputy Auditor-Controller

 for Dr. Charles Harris, ^{Interim} CEO
Natividad 10-26-21

IN WITNESS WHEREOF, County and ATTORNEY have executed this AGREEMENT as of the day and year written below.

DATED: _____

COUNTY

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

DATED: _____

ATTORNEY

By  _____
David P. Henninger, Esq.
Hooper Lundy & Bookman, P.C.

APPROVED AS TO FORM AND LEGALITY

LESLIE J. GIRARD
County Counsel-Risk Manager

DATED: 5/5/2021

By  _____
Stacy L. Sactta
Deputy County Counsel

Reviewed for Fiscal Provisions

 5-5-2021

Chief Deputy Auditor-Controller

EXHIBIT B-1

FEES AND EXPENSES

COUNTY shall pay ATTORNEY the fees and necessary expenses for services performed under this Agreement. ATTORNEY's fees are based upon the number of attorney hours devoted to a client's matters, and the then-existing hourly rates for the personnel involved. At present, ATTORNEY's hourly rates range from \$865 to \$1130 for principals in the firm, from \$485 to \$865 for associates, and from \$220 to \$475 for paralegals. ATTORNEY's hourly rates may be adjusted periodically. Variations in ATTORNEY's current hourly rates may be made in some cases, either upward or downward, to account for complexity of issues, uniqueness of services, expertise of the involved attorney, etc. COUNTY shall be billed at preferred rates for ATTORNEY's attorneys who provide services for the County. At present, David P. Henninger's standard hourly rate is \$1095; COUNTY shall be billed at his preferred hourly rate of \$794. At present, Jodi P. Berlin's standard hourly rate is \$970; COUNTY shall be billed at her preferred hourly rate of \$815. At present, Alicia Macklin's standard hourly rate is \$880; COUNTY shall be billed at her preferred hourly rate of \$735. At present, Ruby W. Wood's standard hourly rate is \$900; COUNTY shall be billed at her preferred hourly rate of \$765. In addition to our fees, ATTORNEY also charges for expenses incurred by ATTORNEY on COUNTY's behalf. These expenses include, but are not limited to, long distance telephone calls, document processing, photocopying, facsimile, delivery costs and travel expenses. Such expenses shall be paid in accordance with COUNTY's Travel Policy.

ATTORNEY will bill all overhead expenses, such as long-distance telephone charges, facsimile transmission charges, photocopying and delivery expenses, as costs advanced. ATTORNEY shall submit an invoice to the COUNTY no later than the 10th of the month following the month of service for work performed and costs advanced. Invoices shall be submitted to:

Stacy L. Saetta
Deputy County Counsel
Office of the County Counsel
168 West Alisal Street, 3rd Floor
Salinas, CA 93901