

# RENEWAL AND AMENDMENT NO. 1 OF AGREEMENT FOR SPECIAL SERVICES BETWEEN COUNTY OF MONTEREY & LIEBERT CASSIDY WHITMORE

WHEREAS, Liebert Cassidy Whitmore, A Professional Corporation, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY" previously entered into an agreement dated June 18, 2012, for consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations ("AGREEMENT"); and

WHEREAS, the AGREEMENT expired pursuant to its terms on June 30, 2012; and

WHEREAS, COUNTY and CONTRACTOR wish to renew the AGREEMENT retroactive to June 30, 2012; and

WHEREAS, COUNTY and CONTRACTOR wish to amend the terms of the renewed AGREEMENT; NOW THEREFORE,

For valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. The AGREEMENT is renewed retroactive to June 30, 2012, and all of its provisions shall be deemed to have been in effect continuously since that time.;
2. Section 10, "Term" shall be amended by removing "This Agreement is effective for the period covering April 17, 2012 through June 30, 2012, and may be modified by mutual agreement of the parties.", and replacing it with: "This Agreement is effective for the period covering April 17, 2012 through and including December 31, 2012. Agreement may be modified at any time by mutual agreement of the parties.";
3. Section 2, "Fees, Costs, Expenses" shall be amended by removing "This retainer fee includes up to 43.7 hours of Contractor time over the term of this Agreement. Contractor time in excess of 43.7 hours will be billed at the regular hourly rates identified below." and replacing it with: "This retainer fee includes up to 43.7 hours of Contractor time through June 30, 2012. Contractor time in excess of 43.7 hours through June 30, 2012 will be billed at the regular hourly rates identified below. All Contractor time from July 1, 2012 through the term of this Agreement will be billed at the regular hourly rates identified below and no further retainer provision will apply. The total amount of this Agreement shall not exceed \$100,000.00.";
4. Section 2, "Fees, Costs, Expenses" shall be amended by removing "Morin Jacob's current hourly rate is \$265.00." and replacing it with: "Morin Jacob's current hourly rate is \$265.00. This rate will remain in effect for the term of this Agreement. Travel time to/from the County will be billed at the regular hourly rate for way one travel time only."

5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 1 OF AGREEMENT FOR SPECIAL SERVICES, and shall continue in full force and effect as set forth in the AGREEMENT;
6. A copy of this RENEWAL AND AMENDMENT NO. 1 shall be attached to the original AGREEMENT dated June 18, 2012.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this RENEWAL AND AMENDMENT NO. 1 as follows:

COUNTY OF MONTEREY

Contracts/Purchasing Officer

Dated: 10/25/12

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated: 10/18/12

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Deputy County Counsel

Dated: 10-16-12

CONTRACTOR

By:

Signature of Chair, President, or Vice-President

J. Scott Tiedeman, President

Printed Name and Title

Dated: 10.2.12

By:

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

RICHARD M. HREISLER, SECRETARY

Printed Name and Title

Dated: 10-4-12

ENTERED  
OCT 23 2012  
ccc

\*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 Amendment.