

**AMENDMENT NO. 3  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY  
AND  
FOLEY & LARDNER, LLP**

**THIS AMENDMENT NO. 3** is made to the AGREEMENT, No. A-13173, for legal services by and between **Foley & Lardner 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 have heretofore entered into an AGREEMENT in the amount of \$300,000 for the provision of independent consulting and legal services, dated June 21, 2016; and

**WHEREAS**, the County and CONTRACTOR entered into AMENDMENT No. 1 to said AGREEMENT to increase the total amount of the AGREEMENT to \$330,000, extend the term of the AGREEMENT to June 30, 2019 and replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-1 to modify the Fee Schedule.

**WHEREAS**, the County and CONTRACTOR entered into AMENDMENT No. 2 to said AGREEMENT to extend the term of the AGREEMENT to June 30, 2020 and revise the EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS.

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to increase the total amount of the AGREEMENT, due to the extended term and added services.

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

1. Paragraph 2.0 "PAYMENT PROVISIONS" shall be amended by removing "*County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A-1**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$330,000*" and replacing it with "*County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A-1**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$480,000.*"

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

3. This AMENDMENT No. 3 shall be effective August 1, 2019.

4. A copy of this AMENDMENT NO. 3 shall be attached to the original AGREEMENT executed by the County on June 21, 2016.

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

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contract/Purchasing Officer

Foley & Lardner LLP  
Contractor's Business Name

Date: \_\_\_\_\_

By: [Signature]  
Department Head (if applicable)

By: [Signature]  
(Signature of Chair, President, or Vice-President)

Date: 09/05/2019

Approved as to Form

Office Managing Partner  
Name and Title

By: [Signature]  
County Counsel

Date: 7-9-19

Date: 7/24/19

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

Approved as to Fiscal Provisions

By: [Signature]  
Auditor/Controller

DIANE UNG, PARTNER  
Name and Title

Date: 7-25-19

Date: 7/9/2019

\*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.