

**RENEWAL AND AMENDMENT NO. 6
TO AGREEMENT FOR SPECIALIZED
ATTORNEY SERVICES BY AND
BETWEEN COUNTY OF MONTEREY
AND FOLEY & LARDNER, LLP**

THIS RENEWAL AND AMENDMENT NO. 6 to Agreement, No. A-13173 (“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 Monterey County Health Department, and Foley & Lardner, LLP (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on June 21, 2016, County and CONTRACTOR entered into AGREEMENT in the amount of \$300,000 with a term of May 1, 2016 through June 30, 2018; and

WHEREAS, 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; and

WHEREAS, County and CONTRACTOR entered into AMENDMENT NO. 2 to said AGREEMENT to extend the term of the AGREEMENT to June 30, 2020 and replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-2 to modify the Fee Schedule; and

WHEREAS, County and CONTRACTOR entered into AMENDMENT NO. 3 to said AGREEMENT to increase the total amount of the AGREEMENT to \$480,000, due to the extended term and added services; and

WHEREAS, County and CONTRACTOR entered into AMENDMENT NO. 4 to said AGREEMENT to extend the term of the AGREEMENT to June 30, 2021, replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-3 to modify the Fee Schedule, and to increase the total amount of the AGREEMENT to \$530,000, due to the extended term and added services; and

WHEREAS, County and CONTRACTOR entered into AMENDMENT NO. 5 to said AGREEMENT to extend the term to June 30, 2023, replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-4 to modify the Fee Schedule, and increase the total amount of the AGREEMENT to \$730,000, due to the extended term and added services; and

WHEREAS, the AGREEMENT expired by its terms on June 30, 2023; and

WHEREAS, the County and CONTRACTOR mutually desire to reinstate the AGREEMENT with effect retroactive to July 1, 2023; and

WHEREAS, County and CONTRACTOR wish to renew and amend the AGREEMENT on the same or similar terms, to extend the term for an additional two years, replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-5 to modify the Fee Schedule, and increase the total amount of the AGREEMENT to \$930,000 due to the extended term and added services.

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

1. The AGREEMENT shall be, and hereby is, retroactively reinstated in its entirety as of July 1, 2023 and shall be, and shall be considered to have been, at all relevant times as provided herein, in full force and effect as if the same had never expired.
2. 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-3, 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 \$730,000” and replacing it with “County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-5, 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 \$930,000.”
3. Paragraph 3.0 “TERM OF AGREEMENT” shall be amended by removing “The term of this AGREEMENT is from May 01, 2016 to June 30, 2023, unless sooner terminated pursuant to the terms of the AGREEMENT” and replacing it with “The term of this AGREEMENT is from May 01, 2016 to June 30, 2025 unless sooner terminated pursuant to the terms of this AGREEMENT.”
4. EXHIBIT A-5 SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A-4. All references in the AGREEMENT to EXHIBIT A or EXHIBIT A-1, EXHIBIT A-2, EXHIBIT A-3, or EXHIBIT A-4 shall be construed to refer to EXHIBIT A-5. This EXHIBIT A-5 is effective July 1, 2023 through June 30, 2025.
5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT that are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 6 shall continue in full force and effect as set forth in the AGREEMENT.
6. This RENEWAL AND AMENDMENT NO. 6 shall be effective July 1, 2023.
7. A copy of this RENEWAL AND AMENDMENT NO. 6 shall be attached to

the original AGREEMENT executed by the County on June 21, 2016.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this RENEWAL AND AMENDMENT NO. 6 as of the day and year written below.

DATED: _____

COUNTY

By _____

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

DATED: June 27, 2023

CONTRACTOR

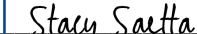
By  _____

Kimberly A. KlinSPORT, Managing Partner
Foley & Lardner, LLP

APPROVED AS TO FORM AND LEGALITY

DATED: 6/29/2023 | 8:30 AM PDT

DocuSigned by:

By  _____

Stacy L. Saetta
COE-S-10997444A9...
Chief Deputy County Counsel

EXHIBIT A-5

FEES AND EXPENSES

The County shall pay CONTRACTOR 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. CONTRACTOR shall bill the 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.