



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

www.co.monterey.ca.us

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Glenn Church to:

Agreement No.: A-15425 ; Amendment No.: 1

- a. Authorize the County Counsel to execute an Amendment No. 1 to an Agreement for Specialized Attorney Services (“Agreement”) with Foley & Lardner, LLP for independent consulting and legal services with respect to healthcare matters at Natividad Medical Center (“Natividad”), adding one year for a revised full term of July 1, 2021, through June 30, 2025, and adding \$300,000 for a revised total agreement amount not to exceed \$800,000; and
- b. Authorize the County Counsel to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$80,000) of the agreement amount and do not significantly change the scope of work. (REVISED VIA SUPPLEMENTAL)

PASSED AND ADOPTED on this 11th day of July 2023, by roll call vote:

AYES: Supervisors Alejo, Church, 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 July 11, 2022.

Dated: July 12, 2023

File ID: A 23-326

Agenda Item No.: 20

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

Emmanuel H. Santos, Deputy

**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: 8/14/23

COUNTY

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

DATED: 8/8/2023

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:

By Stacy L. Saetta
Stacy L. Saetta
Chief Deputy County Counsel

6/29/2023 | 7:59 AM PDT

DocuSigned by:

By Patricia Ruiz
E79EF64E57454F6...
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.



ALAS
Attorneys'
Liability
Assurance
Society

December 12, 2022

Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202-5306

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Foley & Lardner LLP has Professional Liability Coverage under Policy LPL-1017-2023 with an annual limit of \$100,000,000 per claim and \$200,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is \$3,500,000 each claim up to an aggregate of \$7,000,000 and \$100,000 each claim thereafter.

The Policy effective date is from January 1, 2023 to January 1, 2024.

The Policy provides cyber liability coverage up to the full limits stated above for claims and circumstances arising from a "Cybersecurity Event" as that term is defined in the Policy.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,
A RISK RETENTION GROUP**

By: *Nancy J. Montroy*
Nancy J. Montroy
Vice President – Director of Underwriting

Date: *12/12/2022*

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