

**AMENDMENT NO. 7 TO AGREEMENT FOR
SPECIALIZED ATTORNEY SERVICES BY
AND BETWEEN COUNTY OF MONTEREY
AND FOLEY & LARDNER, LLP**

THIS AMENDMENT NO. 7 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, County and CONTRACTOR entered into RENEWAL AND AMENDMENT NO. 6 to said AGREEMENT to extend the term to June 30, 2025, 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; 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-6 to modify the Fee Schedule, and increase the total amount of the AGREEMENT to \$1,230,000 due to the extended term.

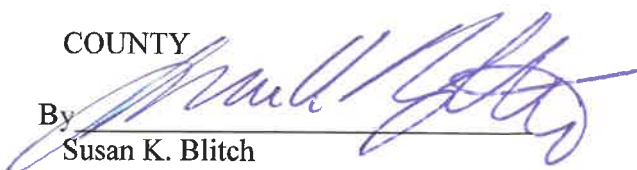
NOW THEREFORE, County and CONTRACTOR hereby agree to amend AGREEMENT in the following manner:

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-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" and replacing it with "County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-6, 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 \$1,230,000."
2. Paragraph 3.0 "TERM OF AGREEMENT" shall be amended by removing "The term of this AGREEMENT is from May 01, 2016 to June 30, 2025, 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, 2027 unless sooner terminated pursuant to the terms of this AGREEMENT."
3. EXHIBIT A-6 SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A-5. All references in the AGREEMENT to EXHIBIT A or EXHIBIT A-1, EXHIBIT A-2, EXHIBIT A-3, EXHIBIT A-4, or EXHIBIT A-5 shall be construed to refer to EXHIBIT A-6. This EXHIBIT A-6 is effective July 1, 2024 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. 7 shall continue in full force and effect as set forth in the AGREEMENT.
5. This AMENDMENT NO. 7 shall be effective retroactive July 1, 2024.
6. A copy of this AMENDMENT NO. 7 shall be attached to the original AGREEMENT executed by the County on June 21, 2016.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this AMENDMENT NO. 7 as of the day and year written below.

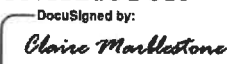
DATED: 9/4/24

COUNTY

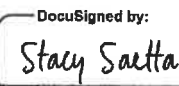
By 
Susan K. Blitch
County Counsel
County of Monterey

DATED: 8/9/2024 | 12:05 PM CDT

CONTRACTOR

DocuSigned by:
By 
Claire Marblestone,
Foley & Lardner, LLP

DATED: 8/9/2024 | 10:27 AM PDT

DocuSigned by:
By 
Stacy L. Saelta
Chief Deputy County Counsel

APPROVED AS TO FORM AND LEGALITY

DATED: 8/9/2024 | 2:34 PM PDT

DocuSigned by:
By 
Office of the Auditor-Controller

APPROVED AS TO FINANCIAL TERMS

DATED: 8/15/2024 | 10:37 AM PDT

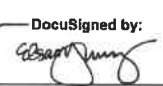
DocuSigned by:
By 
Elsa Mendoza Jimenez
Director of Health Services

EXHIBIT A-6

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, 2024 THROUGH JUNE 30, 2025

PARTNERS

(All Offices) \$775 -- \$1350

OF COUNSEL

(All Offices) \$770 -- \$1350

SPECIAL COUNSEL

(All Offices) \$650 -- \$1350

SENIOR COUNSEL

(All Offices) \$730 -- \$850

ASSOCIATES

(All Offices) \$500 -- \$785

PARALEGALS, SUMMER CLERKS, LITIGATION/PROJECT SPECIALIST ASST.

(All Offices) \$295 -- \$595

Rates will reflect discount from the firm's published rates.



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Chris Lopez to:

Agreement No.: A-13173 ; Amendment No.: 7

- a. Approve and authorize the County Counsel to execute Amendment No. 7 to Agreement A-13173 with Foley & Lardner, LLP, for independent consulting and legal services for the Health Department, extending the term two years (July 1, 2025 through June 30, 2027) for a revised full term of May 1, 2016, through June 30, 2027, and increasing the total Agreement by \$300,000 for a total Agreement liability not to exceed \$1,230,000; and
- b. Approve and authorize the County Counsel to execute one future amendment to this Agreement that does not significantly change the scope of work and does not exceed 10% (\$30,000) of the initial agreement amount, for a total revised Agreement liability of \$1,260,000.

PASSED AND ADOPTED on this 27th day of August 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None

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 August 27, 2024.

Dated: September 3, 2024
File ID: A 24-423
Agenda Item No.: 24

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

Emmanuel H. Santos, Deputy



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (312) 381-1000	FAX (A/C. No.): (312) 381-7007
INSURED Foley & Lardner LLP. 777 East Wisconsin Avenue Milwaukee WI 53202-5367 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Great Northern Insurance Co.	20303
	INSURER B: Federal Insurance Company	20281
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570107423198**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOG OTHER:			35964843 General Liability	08/01/2024	08/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Included
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			7356-92-37 Auto	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION			79883974 Umbrella	08/01/2024	08/01/2025	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N	N/A	2571750990 Workers Compensation	08/01/2024	08/01/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570107423198

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Monterey, its officers, agents, and employees as Additional Insureds on the General Liability and Automobile Liability policies where required by written contract. Umbrella is a follow form. The General Liability policy is primary and non-contributory to other insurance available to the certificate holder on the General Liability policy where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Monterey County Health Department Behavioral Health Bureau Alicia Hendricks - Management Analyst III Mental Health Service Act Coordinator 1270 Natividad Road Salinas CA 93906 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc.</i>



December 15, 2023

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-1017-2024 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 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.

The Policy effective date is from January 1, 2024 to January 1, 2025.

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

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

By:
Anne M. Mahoney
Assistant Director of Underwriting

Date: 12/15/2023

311 S. Wacker Drive, Suite 5700
Chicago, IL 60606-6629
tel 312.697.6900
fax 312.697.6901

alas.com



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-15957

- a. Approve and accept the Student Placement Agreement template to be used in partnering with universities and colleges for the placement of students within the Natividad Medical Center (NMC) to complete internship/externship assignments as part of their field education and service learning requirements for their respective field of study program; and
- b. Approve and authorize updates to the Student Placement Agreement template in accordance with local, state, and federal law, subject to review and approval of County Counsel; and
- c. Approve and authorize amendments to the text of the Student Placement Agreements that do not significantly change the level of risk or the scope of a party's obligations or responsibilities, subject to review and approval of County Counsel and County Risk Manager; and
- c. Approve and authorize use of student placement agreement templates from partnering universities and colleges where the terms are not significantly different from the Student Placement Agreement template, do not significantly change the level of risk or the scope of a party's obligation

PASSED AND ADOPTED on this 26th day of July 2022, 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 July 26, 2022.

Dated: August 3, 2022

File ID: A 22-387

Agenda Item No.: 27

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


Emmanuel H. Santos, Deputy