

**AMENDMENT #1 TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY & LIEBERT CASSIDY WHITMORE**

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of legal services by and between **LIEBERT CASSIDY WHITMORE**, 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 wish to amend the AGREEMENT to increase the total amount and extend the term of the AGREEMENT.

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

1. **Section 1.0 – GENERAL DESCRIPTION shall be amended by removing** “Legal services to the County in connection with labor negotiations with Bargaining Units A, B, C, D, E, F, G, H, J, K, L, M, N, Q and V” **and replacing it with** Legal services to the County in connection with labor negotiations with Bargaining Units A, B, C, D, E, F, G, H, J, K, L, M, N, Q and V, and other legal services as may be requested by the County.”
2. **Section 2.0 – PAYMENT PROVISIONS shall be amended by removing** “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$95,000.00.” **and replacing it with** “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed \$200,000.00.”
3. **Section 3.0 – TERM OF AGREEMENT shall be amended by removing** “The term of this Agreement is from November 1, 2018 to December 31, 2019, unless sooner terminated pursuant to the terms of this Agreement.” **and replacing it with** “The term of this Agreement is from November 1, 2018 to December 31, 2020, unless soon terminated pursuant to the terms of this Agreement.”
4. **Exhibit A, Section A – SCOPE OF SERVICES shall be amended by removing** “CONTRACTOR shall provide independent legal services to the County consisting of providing advice to County regarding labor negotiations with Bargaining Units A, B, C, D, E, F, G, H, J, K, L, M, N, Q and V. Primary services to be performed by Che Johnson” **and replacing it with** “CONTRACTOR shall provide independent legal services to the County consisting of providing advice to County regarding labor negotiations with Bargaining Units A, B, C, D, E, F, G, H, J, K, L, M, N, Q and V, and other legal services as may be requested by the County. Primary services to be performed by Che Johnson.”

5. **Exhibit A, Section B.1 – COMPENSATION/PAYMENT shall be amended by removing** “County shall pay an amount not to exceed \$95,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.” **and replacing it with** “County shall pay an amount not to exceed \$200,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.”
6. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
7. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on November 7, 2018.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: _____
Signature of Chair, President, or
Vice-President

Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: _____

Deputy Auditor/Controller

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated: _____

Printed Name and Title

Approved as to Liability Provisions:

Dated: _____

Risk Management

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

*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.