

**AMENDMENT NO. 2
TO AGREEMENT FOR SPECIALIZED
ATTORNEY SERVICES BY AND
BETWEEN COUNTY OF MONTEREY
AND FOLEY & LARDNER, LLP**

THIS AMENDMENT NO. 2 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 entered into an AMENDMENT NO. 1 effective January 1, 2021, adding \$300,000, for a revised total liability of \$800,000, with no change to the term of the AGREEMENT; and

WHEREAS, COUNTY and ATTORNEY wish to amend the AGREEMENT to increase the term of the AGREEMENT to June 30, 2026, for a revised new term of July 1, 2021 to June 30, 2026, and to add \$300,000 for the provision of additional services, for a revised total liability of \$1,100,000.

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, 2026, 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 \$1,100,000.00. 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

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NTE: \$1,100,000

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.

- 2. Effective July 1, 2024, EXHIBIT B is replaced by EXHIBIT B as attached to this AMENDMENT NO. 2. All references in the AGREEMENT to EXHIBIT B shall be construed to refer to EXHIBIT B as attached to this AMENDMENT NO. 2 and incorporated herein.
- 3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT that are unchanged and unaffected by this AMENDMENT NO. 2 shall continue in full force and effect as set forth in the AGREEMENT.
- 4. This AMENDMENT NO. 2 shall be effective May 1, 2024.
- 5. A copy of this AMENDMENT NO. 2 shall be attached to the original AGREEMENT executed by the County.

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

DATED: _____

COUNTY

By _____
Susan K. Blich
County Counsel
County of Monterey

DATED: June 6, 2024

ATTORNEY

By  _____
Kimberly Klinsport, Managing Partner
Foley & Lardner, LLP

APPROVED AS TO FORM AND LEGALITY

DATED: 6/7/2024 | 3:07 PM PDT

DocuSigned by:
Stacy Sietta
By _____
696D21D44G4341D...
Stacy L. Sietta
Chief Deputy County Counsel

APPROVED AS TO FINANCIAL TERMS

DATED: 6/7/2024 | 3:04 PM PDT

DocuSigned by:
Jennifer Forsyth
By _____
4E7E967875454AF
Jennifer Forsyth
Title Auditor-Controller Analyst II

EXHIBIT B**FEE SCHEDULE**

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, 2024 THROUGH JUNE 30, 2026**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.

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