

**AMENDMENT #2
TO AGREEMENT BETWEEN
COUNTY OF MONTEREY AND DUANE MORRIS LLP**

THIS AMENDMENT is made to the AGREEMENT for the provision of general legal services, consultation and coverage analysis by and between **Duane Morris, LLP**, 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 previously entered into the original AGREEMENT on May 31, 2013; and

WHEREAS, the COUNTY and CONTRACTOR amended the AGREEMENT, to increase the amount of the AGREEMENT by \$9,900, from \$90,000 to **\$99,900**.

WHEREAS, the COUNTY and CONTRACTOR hereby wish to amend the AGREEMENT, to modify the terms of compensation by setting an estimated amount of \$50,000 per year (an increase of \$150,000 over the next three years), resulting in a maximum "not to exceed" amount **\$249,900** for the five-year period from 2013 – 2017, and to set a termination date on the AGREEMENT of **December 31, 2017**.

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

1. Section 1, "EFFECTIVE DATE AND TERM," Subsection 1.01, shall be amended by adding language to the end of the provision so that it now reads: "This Agreement shall be effective as of January 1, 2013, and shall terminate upon completion of the tasks, or any other ancillary issues, assigned to ATTORNEY by the County Counsel designee, unless earlier terminated as set forth below. This Agreement may be amended from time-to-time upon the mutual agreement of the parties. Notwithstanding the above, no amendment shall allow the extension of this Agreement beyond **December 31, 2017**."
2. Section 3. "COMPENSATION", Subsection 3.02 "Budget," shall be amended by replacing that provision with the following language:

"ATTORNEY and COUNTY agree that the budget for services pursuant to this Agreement shall not exceed the aggregate sum of **Two Hundred Forty-nine Thousand, Nine Hundred Dollars \$249,900** with an estimated allocation of **Fifty Thousand Dollars (\$50,000)** in the calendar years of 2015, 2016 and 2017. ATTORNEY shall notify the County Counsel in writing when fifty percent (50%) and seventy-five percent (75%) of the annual allocations for 2015, 2016 and 2017 have been spent. If COUNTY does not approve additional fees or fee increases required by the project beyond the Budget approved through this 2nd Amendment, COUNTY hereby consents to ATTORNEY's withdrawal from the Agreement."

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT, including billing rates, are unchanged and unaffected by this AMENDMENT No. 2 and shall continue in full force and effect, as set forth in the AGREEMENT.

4. A copy of the AMENDMENT No. 2 shall be attached to the original AGREEMENT executed by the COUNTY on May 31, 2013.

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

MONTEREY COUNTY

for the
W.T. Skinner
Deputy Purchasing Agent
County of Monterey

Dated: 6/11/15

Approved as to Fiscal Provisions:

[Signature]
Deputy Auditor/Controller

Dated: S-S-15

Approved as to Liability Provisions:

RISK MANAGEMENT
COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
Risk Management INSURANCE LANGUAGE

Dated: 5/5/15

By: [Signature]
Data: 5/5/15
Approved as to Form:

Kay Beerman
Deputy County Counsel

Dated: 5/5/15

CONTRACTOR

By: [Signature]

Signature of Chair, President, or
Vice-President

Max Stern, Chair of Insurance
Printed Name and Title Division

Dated: 5/1/2015

By: _____

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

Printed Name and Title _____

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.



Monterey County

Board Order

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

Agreement No.: A 15-100

Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Contracts/Purchasing Officer to sign Amendment No. 2 to the Duane Morris, LLP Agreement for Specialized Legal Services that provides for complex excess insurance, coverage contract and legal analysis, thereby increasing the total amount of the Agreement by \$150,000, for calendar years 2015, 2016, and 2017 (estimated \$50,000/per year) for a new total not to exceed \$249,900; and setting an expiration date of December 31, 2017; and
- b. Approved and authorized County Counsel - Risk Management Division to implement the subject Amendment No. 2.

PASSED AND ADOPTED on this 9th day of June 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, 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 78 for the meeting on June 9, 2015.

Dated: June 9, 2015
File ID: A 15-100

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

ROUTING FORM – RQN #: N/A

Date: 5-5-15

☐ AGREEMENT☒ AMENDMENT☒ BOARD REPORT FOR PRE-APPROVAL

KAY REIMANN

Vendor Name: DUANE MORRIS LLP

Title/Brief Description of Document: Amendment No. 2

Originating Dept.: RISK MANAGEMENT

Dept. Contact WITH Phone #: KARI, 796-3090

This Agreement or Amendment requires Board Approval: Yes ☒ No ☐This Agreement requires an MYA: Yes ☒ No ☐

AGREEMENT TYPE

RUSH

| | |
|---|--|
| <input type="checkbox"/> RQNSA – Standard Agreement | <input type="checkbox"/> RQNS – Non-Standard Agreement |
| <input type="checkbox"/> RQNIT – ITD Standard Agreement | <input type="checkbox"/> RQNIN – ITD Non-Standard Agreement |
| <input type="checkbox"/> RQNPB – Pre-Board Standard Agreement | <input checked="" type="checkbox"/> Non-Standard Board Agreement (Not to be tracked within RQN) |
| <input checked="" type="checkbox"/> Insurance & Endorsement Current | <input type="checkbox"/> VDR & Non-Resident State Forms Verified |

ROUTING AND APPROVALS*

Each Approving Authority is requested to forward the Service Contract to the next Approving Authority in the order listed herein. Thank you.

| | Approving Authority: | Approval Initials | Comments: | Date Reviewed |
|-----|--|-------------------|--|---------------|
| 1st | ITD(for all ITD related contracts) | _____ | _____ | _____ |
| 2nd | County Counsel (required) | Kay R | A 5-00896 | 5/5/15 |
| 3rd | Risk Management (non-standard insurance and/or indemnity provisions) | | | |
| 4th | Auditor-Controller (required) | YH | | 5-5-15 |
| 5th | Contracts/Purchasing (required) | STB | Board Report Reviewed + B.R. Approved Contingent | 5/6/15 |
| | Return to Originating Department Instructions | | | |

* In the event that one of the approving authorities has an issue with the document and will not sign, the document shall be returned immediately to the originating department's key contact person identified herein along with a brief written explanation regarding the issue. Once that issue is corrected, the originating department shall restart the routing process again from the beginning by resubmitting the document through the approval process. The original Routing Form should be included for reference.

MYA #: 1210 * 891 ✓

RUSH