

**RENEWAL AND AMENDMENT #3
TO AGREEMENT BETWEEN
COUNTY OF MONTEREY AND DUANE MORRIS LLP**

WHEREAS, the County of Monterey ("COUNTY") and Duane Morris LLP ("CONTRACTOR") entered into an Agreement for Specialized Legal Services ("AGREEMENT") on May 31, 2013, in an initial amount not to exceed \$90,000; and

WHEREAS, COUNTY and CONTRACTOR subsequently amended the AGREEMENT to increase the amount of the AGREEMENT by \$9,900, to an amount not to exceed \$99,900; and

WHEREAS, COUNTY and CONTRACTOR subsequently amended the AGREEMENT to increase the amount of the contract by \$50,000 per year for three years, for a new total amount not to exceed \$249,900, and to set a termination date for the AGREEMENT of December 31, 2017.

WHEREAS, the AGREEMENT terminated pursuant to its terms on December 31, 2017; however, CONTRACTOR continued to provide services to COUNTY; and

WHEREAS, COUNTY and CONTRACTOR wish to renew and amend the AGREEMENT to extend its term through April 30, 2018, for the purpose of compensating CONTRACTOR for all work performed for COUNTY; **NOW THEREFORE**,

For good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree to renew and amend the AGREEMENT as follows:

1. Section 1, "EFFECTIVE DATE AND TERM," Subsection 1.01, is amended by removing "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" and replacing it with "This Agreement shall be effective as of January 1, 2013, and shall terminate on April 30, 2018, and CONTRACTOR shall not perform any services for COUNTY after April 30, 2018."
2. 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.
3. A copy of the AMENDMENT No. 3 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

Contracts/Purchasing Officer

Dated: _____

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated: _____

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

CONTRACTOR

By: _____

Signature of Chair, President, or
Vice-President

Printed Name and Title

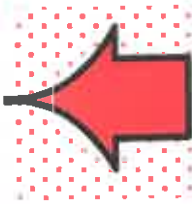
Dated: _____

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.