

**AMENDMENT NO. 4
TO AGREEMENT FOR SPECIALIZED
ATTORNEY SERVICES BY AND BETWEEN
COUNTY OF MONTEREY AND
HOOPER LUNDY & BOOKMAN, P.C.**

THIS AMENDMENT NO. 4 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, County’s owned and operated acute care facility, and Hooper Lundy & Bookman, a California Professional Corporation (hereinafter referred to as "ATTORNEY"), with respect to the following.

WHEREAS, County and ATTORNEY entered into AGREEMENT in the amount of \$900,000 with a term of July 1, 2018 through June 30, 2021; and

WHEREAS, County and ATTORNEY entered into an Amendment 1 in the amount of \$1,200,000 with a revised full term of July 1, 2018 through June 30, 2023; and

WHEREAS, the AGREEMENT expired on June 30, 2023; and

WHEREAS, the County and ATTORNEY reinstated the Agreement with effect retroactive to July 1, 2023 and entered into a Renewal and Amendment No. 2 modifying fees, for a revised total agreement amount of \$1,600,000 with a revised full term of July 1, 2018 through June 30, 2025; and

WHEREAS, the County and ATTORNEY entered into an Amendment No. 3 to add \$300,000 for a revised total agreement amount of \$1,900,000 with no change to the full term of July 1, 2018 through June 30, 2025; and

WHEREAS, the County and ATTORNEY wish to enter into a further Amendment No. 4 for a revised full term of July 1, 2018 through June 30, 2026, with no change to the total liability of the AGREEMENT and with adjustments to the Fee Schedule.

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

1. Paragraph 1.0. Paragraph 1.0, **EFFECTIVE DATE AND TERM**, shall be amended and restated in its entirety as follows:

“1. EFFECTIVE DATE AND TERM

1.01 This Agreement shall be effective as of July 1, 2018 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement may be amended from time-to-time upon the mutual agreement of the parties.”

2. EXHIBIT B-2. EXHIBIT B-2 (FEES AND EXPENSES) is hereby deleted in its entirety and replaced with the EXHIBIT B-3 (FEES AND EXPENSES) attached hereto. All references in the AGREEMENT to EXHIBIT B shall be construed to refer to EXHIBIT B-3. This EXHIBIT B-3 modifies the Fee Schedules effective July 1, 2025,

Agreement for Specialized Attorney Services with Hooper Lundy & Bookman, P.C.
Term: July 1, 2018 – June 30, 2026
NTE: \$1,900,000

through June 30, 2026.

- 3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT that are unchanged and unaffected by this AMENDMENT NO. 4 shall continue in full force and effect as set forth in the AGREEMENT.
- 4. This AMENDMENT NO. 4 shall be effective July 1, 2025.
- 5. A copy of this AMENDMENT NO. 4 shall be attached to the original AGREEMENT executed by the County.

IN WITNESS WHEREOF, County and ATTORNEY have executed this AMENDMENT NO. 4 as of the day and year written below.

DATED: _____

COUNTY

By _____
Susan K. Blitch
County Counsel

DATED: 6/13/2025 | 1:14 PM PDT

ATTORNEY

Signed by:
By Alicia W. Macklin
Alicia W. Macklin, Esq.
Hooper Lundy & Bookman, P.C.

APPROVED AS TO FORM AND LEGALITY

SUSAN K. BLITCH
County Counsel

DATED: 6/16/2025 | 8:12 AM PDT

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

EXHIBIT B-3

FEES AND EXPENSES

COUNTY shall pay ATTORNEY the fees and necessary expenses for services performed under this Agreement. ATTORNEY's fees are based upon the number of attorney hours devoted to a client's matters, and the then-existing hourly rates for the personnel involved. At present, ATTORNEY's hourly rates range from \$1055-1390 for principals in the firm, from \$575-970 for associates, and from \$495-570 for paralegals. ATTORNEY's hourly rates may be adjusted periodically. Variations in ATTORNEY's current hourly rates may be made in some cases, either upward or downward, to account for complexity of issues, uniqueness of services, expertise of the involved attorney, etc. COUNTY shall be billed at preferred rates with a 15% discount, for ATTORNEY's attorneys who provide services for the County. The attorney's listed in Paragraph 2.01 of Amendment No. 2 have the following current rates: Jodi P. Berlin's standard hourly rate is \$1,210; COUNTY shall be billed at her discounted hourly rate of \$905. Alicia W. Macklin's standard hourly rate is \$1,135; COUNTY shall be billed at her discounted hourly rate of \$840. Andrea L. Frey's standard hourly rate is \$1,075; COUNTY shall be billed at her discounted hourly rate of \$805. Emily L. Brinkman's standard hourly rate is \$1,055; COUNTY shall be billed at her discounted hourly rate of \$770. Linda R. Kollar's standard hourly rate is \$1,210; COUNTY shall be billed at her discounted hourly rate of \$905. In addition to our fees, ATTORNEY also charges for expenses incurred by ATTORNEY on COUNTY's behalf. These expenses include, but are not limited to, long distance telephone calls, document processing, photocopying, facsimile, delivery costs and travel expenses. Such expenses shall be paid in accordance with COUNTY's Travel Policy.

ATTORNEY will bill all overhead expenses, such as long distance, telephone charges, facsimile transmission charges, photocopying and delivery expenses, as costs advanced. ATTORNEY shall submit an invoice to the COUNTY no later than the 10th of the month following the month of service for work performed and costs advanced. Invoices shall be submitted to:

Stacy L. Saetta
Chief Deputy County Counsel
Office of the County Counsel
168 West Alisal Street, 3rd Floor
Salinas, CA 93901