

**AMENDMENT NO. 7 TO AGREEMENT FOR  
SPECIALIZED ATTORNEY SERVICES BY  
AND BETWEEN COUNTY OF MONTEREY  
AND FOLEY & LARDNER, LLP**

**THIS AMENDMENT NO. 7** to Agreement, No. A-13173 (“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 Monterey County Health Department, and Foley & Lardner, LLP (hereinafter referred to as "CONTRACTOR") with respect to the following.

**WHEREAS**, on June 21, 2016, County and CONTRACTOR entered into AGREEMENT in the amount of \$300,000 with a term of May 1, 2016 through June 30, 2018; and

**WHEREAS**, County and CONTRACTOR entered into AMENDMENT NO. 1 to said AGREEMENT to increase the total amount of the AGREEMENT to \$330,000, extend the term of the AGREEMENT to June 30, 2019 and replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-1 to modify the Fee Schedule; and

**WHEREAS**, County and CONTRACTOR entered into AMENDMENT NO. 2 to said AGREEMENT to extend the term of the AGREEMENT to June 30, 2020 and replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-2 to modify the Fee Schedule; and

**WHEREAS**, County and CONTRACTOR entered into AMENDMENT NO. 3 to said AGREEMENT to increase the total amount of the AGREEMENT to \$480,000, due to the extended term and added services; and

**WHEREAS**, County and CONTRACTOR entered into AMENDMENT NO. 4 to said AGREEMENT to extend the term of the AGREEMENT to June 30, 2021, replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-3 to modify the Fee Schedule, and to increase the total amount of the AGREEMENT to \$530,000, due to the extended term and added services; and

**WHEREAS**, County and CONTRACTOR entered into AMENDMENT NO. 5 to said AGREEMENT to extend the term to June 30, 2023, replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-4 to modify the Fee Schedule, and increase the total amount of the AGREEMENT to \$730,000, due to the extended term and added services; and

**WHEREAS**, County and CONTRACTOR entered into RENEWAL AND AMENDMENT NO. 6 to said AGREEMENT to extend the term to June 30, 2025, replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-5 to modify the Fee Schedule, and increase the total amount of the AGREEMENT to \$930,000, due to the extended term and added services; and

**WHEREAS**, County and CONTRACTOR wish to renew and amend the AGREEMENT on the same or similar terms, to extend the term for an additional two years, replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-6 to modify the Fee Schedule, and increase the total amount of the AGREEMENT to \$1,230,000 due to the extended term.

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

1. Paragraph 2.0 “PAYMENT PROVISIONS” shall be amended by removing “County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-5, subject to the limitations set forth in this AGREEMENT. The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$930,000” and replacing it with “County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-6, subject to the limitations set forth in this AGREEMENT. The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$1,230,000.”
2. Paragraph 3.0 “TERM OF AGREEMENT” shall be amended by removing “The term of this AGREEMENT is from May 01, 2016 to June 30, 2025, unless sooner terminated pursuant to the terms of the AGREEMENT” and replacing it with “The term of this AGREEMENT is from May 01, 2016 to June 30, 2027 unless sooner terminated pursuant to the terms of this AGREEMENT.”
3. EXHIBIT A-6 SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A-5. All references in the AGREEMENT to EXHIBIT A or EXHIBIT A-1, EXHIBIT A-2, EXHIBIT A-3, EXHIBIT A-4, or EXHIBIT A-5 shall be construed to refer to EXHIBIT A-6. This EXHIBIT A-6 is effective July 1, 2024 through June 30, 2025.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT that are unchanged and unaffected by this AMENDMENT NO. 7 shall continue in full force and effect as set forth in the AGREEMENT.
5. This AMENDMENT NO. 7 shall be effective retroactive July 1, 2024.
6. A copy of this AMENDMENT NO. 7 shall be attached to the original AGREEMENT executed by the County on June 21, 2016.

**IN WITNESS WHEREOF**, County and CONTRACTOR have executed this AMENDMENT NO. 7 as of the day and year written below.


COUNTY

DATED: \_\_\_\_\_

By \_\_\_\_\_  
Susan K. Blich  
County Counsel  
County of Monterey

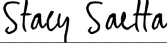
CONTRACTOR

DATED: 8/9/2024 | 12:05 PM CDT

By  \_\_\_\_\_  
Claire Marblestone,  
Foley & Lardner, LLP

APPROVED AS TO FORM AND LEGALITY

DATED: 8/9/2024 | 10:27 AM PDT

By  \_\_\_\_\_  
Stacy L. Saetta  
Chief Deputy County Counsel

APPROVED AS TO FINANCIAL TERMS

DATED: 8/9/2024 | 2:34 PM PDT

By  \_\_\_\_\_  
Office of the Auditor-Controller

DATED: 8/15/2024 | 10:37 AM PDT

By  \_\_\_\_\_  
Elsa Mendoza Jimenez  
Director of Health Services

**EXHIBIT A-6**

**FEES AND EXPENSES**

The County shall pay CONTRACTOR 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. CONTRACTOR shall bill the 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, 2025**

**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.



## Monterey County Board of Supervisors

### Board Order

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

[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Glenn Church to:

**Agreement No.: A-13173 ; Amendment No.: 6**

Approve and authorize the County Counsel to execute Renewal and Amendment No. 6 to Agreement A-13173 with Foley & Lardner, LLP, for independent consulting and legal services for the Health Department, extending the term two years (July 1, 2023, through June 30, 2025) for a revised full term of May 1, 2016, through June 30, 2025, and increasing the total Agreement by \$200,000 for a total Agreement liability not to exceed \$930,000.

PASSED AND ADOPTED on this 11<sup>th</sup> day of July 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams  
NOES: None  
ABSENT: None  
(Government Code 54953)

I, Valerie Ralph, 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 82 for the meeting July 11, 2022.

Dated: July 12, 2023  
File ID: A 23-331  
Agenda Item No.: 27

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

Emmanuel H. Santos, Deputy

**RENEWAL AND AMENDMENT NO. 6  
TO AGREEMENT FOR SPECIALIZED  
ATTORNEY SERVICES BY AND  
BETWEEN COUNTY OF MONTEREY  
AND FOLEY & LARDNER, LLP**

**THIS RENEWAL AND AMENDMENT NO. 6** to Agreement, No. A-13173 (“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 Monterey County Health Department, and Foley & Lardner, LLP (hereinafter referred to as "CONTRACTOR") with respect to the following.

**WHEREAS**, on June 21, 2016, County and CONTRACTOR entered into AGREEMENT in the amount of \$300,000 with a term of May 1, 2016 through June 30, 2018; and

**WHEREAS**, County and CONTRACTOR entered into AMENDMENT NO. 1 to said AGREEMENT to increase the total amount of the AGREEMENT to \$330,000, extend the term of the AGREEMENT to June 30, 2019 and replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-1 to modify the Fee Schedule; and

**WHEREAS**, County and CONTRACTOR entered into AMENDMENT NO. 2 to said AGREEMENT to extend the term of the AGREEMENT to June 30, 2020 and replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-2 to modify the Fee Schedule; and

**WHEREAS**, County and CONTRACTOR entered into AMENDMENT NO. 3 to said AGREEMENT to increase the total amount of the AGREEMENT to \$480,000, due to the extended term and added services; and

**WHEREAS**, County and CONTRACTOR entered into AMENDMENT NO. 4 to said AGREEMENT to extend the term of the AGREEMENT to June 30, 2021, replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-3 to modify the Fee Schedule, and to increase the total amount of the AGREEMENT to \$530,000, due to the extended term and added services; and

**WHEREAS**, County and CONTRACTOR entered into AMENDMENT NO. 5 to said AGREEMENT to extend the term to June 30, 2023, replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-4 to modify the Fee Schedule, and increase the total amount of the AGREEMENT to \$730,000, due to the extended term and added services; and

**WHEREAS**, the AGREEMENT expired by its terms on June 30, 2023; and

**WHEREAS**, the County and CONTRACTOR mutually desire to reinstate the AGREEMENT with effect retroactive to July 1, 2023; and

**WHEREAS**, County and CONTRACTOR wish to renew and amend the AGREEMENT on the same or similar terms, to extend the term for an additional two years, replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-5 to modify the Fee Schedule, and increase the total amount of the AGREEMENT to \$930,000 due to the extended term and added services.

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

1. The AGREEMENT shall be, and hereby is, retroactively reinstated in its entirety as of July 1, 2023 and shall be, and shall be considered to have been, at all relevant times as provided herein, in full force and effect as if the same had never expired.
2. Paragraph 2.0 “PAYMENT PROVISIONS” shall be amended by removing “County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-3, subject to the limitations set forth in this AGREEMENT. The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$730,000” and replacing it with “County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-5, subject to the limitations set forth in this AGREEMENT. The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$930,000.”
3. Paragraph 3.0 “TERM OF AGREEMENT” shall be amended by removing “The term of this AGREEMENT is from May 01, 2016 to June 30, 2023, unless sooner terminated pursuant to the terms of the AGREEMENT” and replacing it with “The term of this AGREEMENT is from May 01, 2016 to June 30, 2025 unless sooner terminated pursuant to the terms of this AGREEMENT.”
4. EXHIBIT A-5 SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A-4. All references in the AGREEMENT to EXHIBIT A or EXHIBIT A-1, EXHIBIT A-2, EXHIBIT A-3, or EXHIBIT A-4 shall be construed to refer to EXHIBIT A-5. This EXHIBIT A-5 is effective July 1, 2023 through June 30, 2025.
5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT that are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 6 shall continue in full force and effect as set forth in the AGREEMENT.
6. This RENEWAL AND AMENDMENT NO. 6 shall be effective July 1, 2023.
7. A copy of this RENEWAL AND AMENDMENT NO. 6 shall be attached to

the original AGREEMENT executed by the County on June 21, 2016.

**IN WITNESS WHEREOF**, County and CONTRACTOR have executed this RENEWAL AND AMENDMENT NO. 6 as of the day and year written below.

DATED: \_\_\_\_\_

COUNTY

By \_\_\_\_\_

Leslie J. Girard  
County Counsel-Risk Manager  
County of Monterey

DATED: June 27, 2023

CONTRACTOR

By  \_\_\_\_\_

Kimberly A. KlinSPORT, Managing Partner  
Foley & Lardner, LLP

APPROVED AS TO FORM AND LEGALITY

DATED: 6/29/2023 | 8:30 AM PDT

DocuSigned by:

By  \_\_\_\_\_

Stacy L. Saetta  
COE-510907444A9...  
Chief Deputy County Counsel



**EXHIBIT A-5**

**FEES AND EXPENSES**

The County shall pay CONTRACTOR 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. CONTRACTOR shall bill the 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, 2023 THROUGH JUNE 30, 2025**

**PARTNERS**

(All Offices) \$695 -- \$1250

**OF COUNSEL, SPECIAL COUNSEL**

(All Offices) \$650 -- \$995

**SENIOR COUNSEL**

(All Offices) \$625 -- \$735

**ASSOCIATES**

(All Offices) \$400 -- \$675

**PARALEGALS**

(All Offices) \$325 -- \$395

**SUMMER ASSOCIATES**

(All Offices) \$250

Rates will reflect discount from the firm's published rates.



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
www.co.monterey.ca.us

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Mary L. Adams to:

**Agreement No.: A-13173; Amendment No.: 5**

Approve and authorize the County Counsel to execute Amendment No. 5 to Agreement A-13173 with Foley & Lardner, LLP, for independent consulting and legal services for the Health Department, extending the term two (2) years for a revised full term period of May 1, 2016 through June 30, 2023 and increasing the total Agreement by \$200,000 for a total Agreement liability not to exceed \$730,000.

PASSED AND ADOPTED on this 18<sup>th</sup> day of May 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams  
NOES: None  
ABSENT: None  
(Government Code 54953)

I, Valerie Ralph, 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 82 for the meeting May 18, 2021.

Dated: May 20, 2021  
File ID: A 21-184  
Agenda Item No.: 22

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

  
Julian Lorenzana, Deputy

**AMENDMENT NO. 5  
TO AGREEMENT BY AND BETWEEN  
COUNTY OF MONTEREY AND  
FOLEY & LARDNER, LLP**

**THIS AMENDMENT NO. 5** to Agreement, No. A-13173 (“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 Monterey County Health Department, and Foley & Lardner, LLP (hereinafter referred to as "CONTRACTOR") with respect to the following.

**WHEREAS**, on June 21, 2016, County and CONTRACTOR entered into AGREEMENT in the amount of \$300,000 with a term of May 1, 2016 through June 30, 2018; and

**WHEREAS**, County and CONTRACTOR entered into AMENDMENT NO. 1 to said AGREEMENT to increase the total amount of the AGREEMENT to \$330,000, extend the term of the AGREEMENT to June 30, 2019 and replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-1 to modify the Fee Schedule; and

**WHEREAS**, County and CONTRACTOR entered into AMENDMENT NO. 2 to said AGREEMENT to extend the term of the AGREEMENT to June 30, 2020 and replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-2 to modify the Fee Schedule; and

**WHEREAS**, County and CONTRACTOR entered into AMENDMENT NO. 3 to said AGREEMENT to increase the total amount of the AGREEMENT to \$480,000, due to the extended term and added services; and

**WHEREAS**, County and CONTRACTOR entered into AMENDMENT NO. 4 to said AGREEMENT to extend the term of the AGREEMENT to June 30, 2021, replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-3 to modify the Fee Schedule, and to increase the total amount of the AGREEMENT to \$530,000, due to the extended term and added services; and

**WHEREAS**, County and CONTRACTOR wish to amend the AGREEMENT to extend the term, replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-4 and increase the total amount of the AGREEMENT due to the extended term and added services.

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

1. Paragraph 2.0 “PAYMENT PROVISIONS” shall be amended by removing “County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-3, subject to the limitations set forth in this AGREEMENT. The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$530,000” and replacing it with “County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-4, subject to the limitations set forth in this AGREEMENT. The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$730,000.”

2. Paragraph 3.0 “TERM OF AGREEMENT” shall be amended by removing “The term of this AGREEMENT is from May 01, 2016 to June 30, 2021, unless sooner terminated pursuant to the terms of the AGREEMENT” and replacing it with “The term of this AGREEMENT is from May 01, 2016 to June 30, 2023 unless sooner terminated pursuant to the terms of this AGREEMENT.”

3. EXHIBIT A-4 SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A-3. All references in the AGREEMENT to EXHIBIT A or EXHIBIT A-1, EXHIBIT A-2, or EXHIBIT A-3 shall be construed to refer to EXHIBIT A-4. This EXHIBIT A-4 is effective July 1, 2021 through June 30, 2023.

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT that are unchanged and unaffected by this AMENDMENT NO. 5 shall continue in full force and effect as set forth in the AGREEMENT.

5. This AMENDMENT NO. 5 shall be effective July 1, 2021.

6. A copy of this AMENDMENT NO. 5 shall be attached to the original AGREEMENT executed by the County on June 21, 2016.

**IN WITNESS WHEREOF**, County and CONTRACTOR have executed this AMENDMENT as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR: Foley & Lardner, LLP

DocuSigned by:  
By Les Girard  
2EF8DC78EE5547F...  
Leslie J. Girard  
County Counsel-Risk Manager  
County of Monterey

DocuSigned by:  
By Jeffery R. Atkin Jeffery R. Atkin  
9G8DA6248AC845C...  
Jeffery R. Atkins, Managing Partner

DATED: 5/26/2021 | 3:23 PM PDT

DATED: 4/29/2021 | 12:25 PM CDT

DEPARTMENT HEAD

DocuSigned by:  
By Elsa Jimenez  
C7A30BA59CA8423...  
Elsa Jimenez, Director of Health

DocuSigned by:  
By Diane Ung Diane Ung  
A1AD4037CB14484...  
Diane Ung, Partner

DATED: 5/26/2021 | 4:39 PM PDT

DATED: 4/29/2021 | 10:27 AM PDT

APPROVED AS TO FORM AND LEGALITY  
LESLIE J. GIRARD  
County Counsel-Risk Manager

DocuSigned by:  
By Stacy Saetta 4/29/2021 | 12:46 PM PDT  
C0EE1B99F444A9...  
Stacy L. Saetta  
Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:  
By Gary Giboney 4/29/2021 | 12:58 PM PDT  
D3834BFEC1D8449...  
Deputy Auditor/Controller

**EXHIBIT A-4**

**Foley & Lardner, LLP**

*May 1, 2016 through June 30, 2023*

**I. CONTACT INFORMATION**

CONTRACTOR: Diane Ung  
Foley & Lardner, L.L.P.  
555 South Flower Street  
Suite 3300  
Los Angeles, CA 90071-2411  
(213) 972-4669

County of Monterey: Stacy L. Saetta  
Deputy County Counsel  
Office of the Monterey County Counsel  
168 West Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901  
(831) 755-5045

**II. SERVICES TO BE PERFORMED.**

Health Department hereby hires CONTRACTOR to render independent legal services to Health Department, subject to the terms of this Agreement. CONTRACTOR shall perform said services faithfully and well, when needed by and as requested by the Health Department. The services to be performed under this Agreement shall consist of providing legal advice with respect to healthcare matters, including Medicaid financing for safety net providers, healthcare transactions, provider agreements, and technology, privacy, and security matters. CONTRACTOR shall perform only such services as are within the expertise of the individual attorneys on CONTRACTOR's staff, and CONTRACTOR shall notify Health Department promptly if any work requested is beyond such expertise. CONTRACTOR shall diligently provide such legal services as are necessary and approved by Health Department in a professional, timely manner. CONTRACTOR shall perform all of its services with due regard to ethical guidelines and the client's interests.

**III. PAYMENT PROVISIONS**

Health Department shall pay CONTRACTOR according to Section 6, PAYMENT CONDITIONS, of this Agreement.

- A. CONTRACTOR shall bill the Health Department 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.

**FEE SCHEDULE EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2023**

**PARTNERS**

(All Offices) \$615 -- \$1150

**OF COUNSEL, SPECIAL COUNSEL**

(All Offices) \$595 -- \$995

**SENIOR COUNSEL**

(All Offices) \$550 -- \$695

**ASSOCIATES**

(All Offices) \$340 -- \$625

**PARALEGALS**

(All Offices) \$285 -- \$335

**SUMMER ASSOCIATES**

(All Offices) \$250

Rates will reflect discount from the firm's published rates.

C. CONTRACTOR shall submit an invoice to the Health Department no later than 30 days following the month of service. Invoices shall be submitted to:

Stacy L. Saetta  
Deputy County Counsel  
Office of the Monterey County Counsel  
168 West Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901

#### IV. ADDITIONAL PROVISIONS

- A. No Conflict of Interest. CONTRACTOR agrees that it shall not represent a client with an interest that is either actually or potentially adverse to the County of Monterey without the County's written consent pursuant to the applicable Rules of Professional Conduct.
- B. Maximum Liability. The maximum amount to be paid by Health Department to CONTRACTOR under this Agreement shall not exceed the sum of \$730,000. This amount may be amended by written agreement between the parties, subject to approval by the Board of Supervisors. CONTRACTOR shall notify the County Counsel in writing when fifty percent (50%) and seventy-five percent (75%) of the maximum liability has been spent.
- C. Reimbursement for Expenses.
1. Health Department shall reimburse CONTRACTOR for all actual and necessary expenses pursuant to the County Travel Policy, a copy of which is attached to the Agreement as Exhibit B.
  2. Health Department will not reimburse CONTRACTOR for any non-attorney staff time or overtime for secretarial, clerical, or word processing, costs connected with preparing required status reports, time spent to provide information for a fee audit, or for work not authorized by Health Department.
- C. Direction from County Counsel. CONTRACTOR shall report to and receive direction from County Counsel in providing advice under this Agreement. If CONTRACTOR prepares any County documents in the performance of services under this Agreement, including but not limited to County resolutions, staff reports, and memoranda to the Board of Supervisors or other County legislative or advisory bodies, CONTRACTOR shall provide such drafts to County Counsel for review and consultation prior to finalizing any such drafts.
- E. Reporting Requirements. CONTRACTOR shall provide Health Department with such reports as may be requested by Health Department in connection with the performance of services hereunder.





# Monterey County Board of Supervisors

## Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to:

**Agreement No.: A - 13173**

Approve and authorize the County Counsel Leslie J. Girard to execute Renewal and Amendment No. 4 to Agreement A-13173 with Foley & Lardner, LLP, for independent consulting and legal services, extending the term one (1) year for a revised full term period of May 1, 2016 through June 30, 2021 and increasing the total Agreement by \$50,000, for a total Agreement liability not to exceed \$530,000.

PASSED AND ADOPTED on this 28<sup>th</sup> day of July 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams  
NOES: None  
ABSENT: None  
(Government Code 54953)

I, Valerie Ralph, 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 82 for the meeting July 28, 2020.

Dated: July 28, 2020  
File ID: A 20-294  
Agenda Item No.: 37

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

Joel G. Pablo, Deputy

**AMENDMENT NO. 4  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY  
AND  
FOLEY & LARDNER, LLP**

**THIS AMENDMENT NO. 4** is made to the AGREEMENT, No. A-13173, for legal services by and between **Foley & Lardner 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 have heretofore entered into an AGREEMENT in the amount of \$300,000 for the provision of independent consulting and legal services, dated June 21, 2016; and

**WHEREAS**, the County and CONTRACTOR entered into AMENDMENT NO. 1 to said AGREEMENT to increase the total amount of the AGREEMENT to \$330,000, extend the term of the AGREEMENT to June 30, 2019 and replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-1 to modify the Fee Schedule.

**WHEREAS**, the County and CONTRACTOR entered into AMENDMENT NO. 2 to said AGREEMENT to extend the term of the AGREEMENT to June 30, 2020 and replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-2 to modify the Fee Schedule.

**WHEREAS**, the County and CONTRACTOR entered into AMENDMENT NO. 3 to said AGREEMENT to increase the total amount of the AGREEMENT to \$480,000, due to the extended term and added services.

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to increase the total amount of the AGREEMENT and extend the term.

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

1. Paragraph 2.0 “PAYMENT PROVISIONS” shall be amended by removing “County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A-2**, subject to the limitations set forth in this AGREEMENT. The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$480,000” and replacing it with “County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A-3**, subject to the limitations set forth in this AGREEMENT. The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$530,000.”

2. Paragraph 3.0 “TERM OF AGREEMENT” shall be amended by removing “The term of this AGREEMENT is from May 01, 2016 to June 30, 2020, unless sooner terminated pursuant to the terms of the AGREEMENT” and replacing it with “The term of this AGREEMENT is from

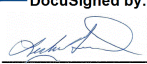
May 01, 2016 to June 30, 2021 unless sooner terminated pursuant to the terms of this AGREEMENT.”

3. EXHIBIT A-3 SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A-
2. All references in the AGREEMENT to EXHIBIT A or EXHIBIT A-1 or EXHIBIT A-2 shall be construed to refer to EXHIBIT A-3. This EXHIBIT A-3 modifies the Fee Schedules effective July 1, 2020 through June 30, 2021.
4. 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.
5. This AMENDMENT NO. 4 shall be effective July 1, 2020.
6. A copy of this AMENDMENT NO. 4 shall be attached to the original AGREEMENT executed by the County on June 21, 2016.

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

**COUNTY OF MONTEREY**

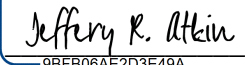
**CONTRACTOR**

By:   
DocuSigned by:  
8B914A984C32474...  
Leslie J. Girard, County Counsel

**FOLEY & LARDNER, LLP**  
Contractor's Business Name

Date: 7/31/2020 | 10:32 AM PDT

By: \_\_\_\_\_  
Elsa Jimenez, Director of Health

By:   
DocuSigned by:  
9BFB06AE2D3E49A...  
(Signature of Chair, President, or Vice-President)

Date: \_\_\_\_\_


Approved as to Form

Jeffery R. Atkin Managing Partner


By:  Deputy  
DocuSigned by:  
0E651899F407A9...  
Deputy County Counsel

Date: 6/4/2020 | 12:19 PM PDT  
Name and Title

Date: 6/10/2020 | 5:11 PM PDT

By:   
DocuSigned by:  
A1AD4037CB14484...  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Approved as to Fiscal Provisions

By:  Assistant Auditor/Controller  
DocuSigned by:  
811C333563B9474...  
Deputy Auditor/Controller

Diane Ung Partner  
Name and Title

Date: 6/11/2020 | 10:11 AM PDT

Date: 6/4/2020 | 10:48 AM PDT

\*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.

**EXHIBIT A-3**

**Foley & Lardner, LLP**

*May 1, 2016 through June 30, 2021*

**I. CONTACT INFORMATION**

CONTRACTOR: Diane Ung  
Foley & Lardner, L.L.P.  
555 South Flower Street  
Suite 3300  
Los Angeles, CA 90071-2411  
(213) 972-4669

County of Monterey: Stacy L. Saetta  
Deputy County Counsel  
Office of the Monterey County Counsel  
168 West Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901  
(831) 755-5045

**II. SERVICES TO BE PERFORMED.**

Health Department hereby hires CONTRACTOR to render independent legal services to Health Department, subject to the terms of this Agreement. CONTRACTOR shall perform said services faithfully and well, when needed by and as requested by the Health Department. The services to be performed under this Agreement shall consist of providing legal advice with respect to healthcare matters, including Medicaid financing for safety net providers, healthcare transactions, provider agreements, and technology, privacy, and security matters. CONTRACTOR shall perform only such services as are within the expertise of the individual attorneys on CONTRACTOR's staff, and CONTRACTOR shall notify Health Department promptly if any work requested is beyond such expertise. CONTRACTOR shall diligently provide such legal services as are necessary and approved by Health Department in a professional, timely manner. CONTRACTOR shall perform all of its services with due regard to ethical guidelines and the client's interests.

**III. PAYMENT PROVISIONS**

Health Department shall pay CONTRACTOR according to Section 6, PAYMENT CONDITIONS, of this Agreement.

- A. CONTRACTOR shall bill the Health Department 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.

**FEE SCHEDULE EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021**

**PARTNERS**

(All Offices) \$615 -- \$1150

**OF COUNSEL, SPECIAL COUNSEL**

(All Offices) \$595 -- \$995

**SENIOR COUNSEL**

(All Offices) \$550 -- \$695

**ASSOCIATES**

(All Offices) \$340 -- \$625

**PARALEGALS**

(All Offices) \$285 -- \$335

**SUMMER ASSOCIATES**

(All Offices) \$250

Rates will reflect discount from the firm's published rates.

C. CONTRACTOR shall submit an invoice to the Health Department no later than 30 days following the month of service. Invoices shall be submitted to:

Stacy L. Saetta  
Deputy County Counsel  
Office of the Monterey County Counsel  
168 West Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901

#### IV. ADDITIONAL PROVISIONS

- A. No Conflict of Interest. CONTRACTOR agrees that it shall not represent a client with an interest that is either actually or potentially adverse to the County of Monterey without the County's written consent pursuant to the applicable Rules of Professional Conduct.
- B. Maximum Liability. The maximum amount to be paid by Health Department to CONTRACTOR under this Agreement shall not exceed not exceed the sum of \$530,000. This amount may be amended by written agreement between the parties, subject to approval by the Board of Supervisors. CONTRACTOR shall notify the County Counsel in writing when fifty percent (50%) and seventy-five percent (75%) of the maximum liability has been spent.
- C. Reimbursement for Expenses.
1. Health Department shall reimburse CONTRACTOR for all actual and necessary expenses pursuant to the County Travel Policy, a copy of which is attached to the Agreement as Exhibit B.
  2. Health Department will not reimburse CONTRACTOR for any non-attorney staff time or overtime for secretarial, clerical, or word processing, costs connected with preparing required status reports, time spent to provide information for a fee audit, or for work not authorized by Health Department.
- C. Direction from County Counsel. CONTRACTOR shall report to and receive direction from County Counsel in providing advice under this Agreement. If CONTRACTOR prepares any County documents in the performance of services under this Agreement, including but not limited to County resolutions, staff reports, and memoranda to the Board of Supervisors or other County legislative or advisory bodies, CONTRACTOR shall provide such drafts to County Counsel for review and consultation prior to finalizing any such drafts.
- E. Reporting Requirements. CONTRACTOR shall provide Health Department with such reports as may be requested by Health Department in connection with the performance of services hereunder.



# Monterey County Board of Supervisors

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

## Board Order

### Agreement No.: A-13173, Amendment No. 3

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 3 to Agreement A-13173 with Foley & Lardner, LLP for independent consulting and legal services, to increase the total Agreement by \$150,000 to cover additional services, for the term May 1, 2016 through June 30, 2020, for a total Agreement not to exceed, \$480,000.


PASSED AND ADOPTED on this 27th day of August 2019, by the following vote, to wit:

- AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams
- NOES: None
- ABSENT: None

I, Valerie Ralph, 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 82 for the meeting August 27, 2019.

Dated: August 28, 2019  
File ID: A 19-314  
Agenda Item No.: 39

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California




---

Jose G. Pablo, Deputy



**AMENDMENT NO. 3  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY  
AND  
FOLEY & LARDNER, LLP**

**THIS AMENDMENT NO. 3** is made to the AGREEMENT, No. A-13173, for legal services by and between **Foley & Lardner 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 have heretofore entered into an AGREEMENT in the amount of \$300,000 for the provision of independent consulting and legal services, dated June 21, 2016; and

**WHEREAS**, the County and CONTRACTOR entered into AMENDMENT No. 1 to said AGREEMENT to increase the total amount of the AGREEMENT to \$330,000, extend the term of the AGREEMENT to June 30, 2019 and replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-1 to modify the Fee Schedule.

**WHEREAS**, the County and CONTRACTOR entered into AMENDMENT No. 2 to said AGREEMENT to extend the term of the AGREEMENT to June 30, 2020 and revise the EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS.

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to increase the total amount of the AGREEMENT, due to the extended term and added services.

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

1. Paragraph 2.0 "PAYMENT PROVISIONS" shall be amended by removing "*County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$330,000*" and replacing it with "*County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$480,000.*"
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT that are unchanged and unaffected by this AMENDMENT NO. 3 shall continue in full force and effect as set forth in the AGREEMENT.
3. This AMENDMENT No. 3 shall be effective August 1, 2019.
4. A copy of this AMENDMENT NO. 3 shall be attached to the original AGREEMENT executed by the County on June 21, 2016.

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

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contract/Purchasing Officer

Foley & Lardner LLP  
Contractor's Business Name

Date: \_\_\_\_\_

By: [Signature]  
Department Head (if applicable)

By: [Signature]  
(Signature of Chair, President, or Vice-President)

Date: 09/05/2019

Approved as to Form

Office Managing Partner  
Name and Title

By: [Signature]  
County Counsel

Date: 7-9-19

Date: 7/24/19 Dep

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Approved as to Fiscal Provisions

By: [Signature]  
Auditor/Controller

DIANE UNG, PARTNER  
Name and Title

Date: 7/25/19

Date: 7/19/2019

\*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.

**AMENDMENT NO. 2  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY  
AND  
FOLEY & LARDNER, LLP**

**THIS AMENDMENT NO. 2** is made to the AGREEMENT for legal services by and between **Foley & Lardner 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 have heretofore entered into an AGREEMENT effective May 1, 2016 to June 30, 2018; and

**WHEREAS**, the County and CONTRACTOR entered into Amendment No. 1 to said AGREEMENT to increase the total amount of the AGREEMENT to \$330,000, extend the term of the AGREEMENT to June 30, 2019 and replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-1 to modify the Fee Schedule.

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term of the AGREEMENT and revise the EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS.

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

1. Paragraph 3.0 "TERM OF AGREEMENT" shall be amended by removing "*The term of this Agreement is from May 1, 2016 to June 30, 2019, unless sooner terminated pursuant to the terms of this Agreement*" and replacing it with "*The term of this Agreement is from May 1, 2016 to June 30, 2020 unless sooner terminated pursuant to the terms of this Agreement.*"
2. EXHIBIT A-2 SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A-1. All references in the Agreement to EXHIBIT A or EXHIBIT A-1 shall be construed to refer to EXHIBIT A-2. This EXHIBIT A-2 modifies the Fee Schedules Effective July 1, 2019 through June 30, 2020.
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 July 1, 2019.
5. A copy of this AMENDMENT NO. 2 shall be attached to the original AGREEMENT executed by the County on June 21, 2016.

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

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: [Signature]  
Director of Health

Foley & Lardner LLP  
Contractor's Business Name

Date: 06/20/2019

By: \_\_\_\_\_  
Department Head (if applicable)

By: [Signature]  
(Signature of Chair, President, or Vice-President)

Date: \_\_\_\_\_

Approved as to Form

Jeff Atkin, Office Managing Partner  
Name and Title

By: [Signature]  
County Counsel

Date: \_\_\_\_\_

Date: 6/14/19

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Approved as to Fiscal Provisions

Diane Ung, Partner  
Name and Title

By: [Signature]  
Auditor/Controller

Date: June 5, 2019

Date: 6-18-19

\*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.

**EXHIBIT A-2**

**Foley & Lardner, LLP**

*May 1, 2016 through June 30, 2020*

**I. CONTACT INFORMATION**

CONTRACTOR: Diane Ung  
Foley & Lardner, L.L.P.  
555 South Flower Street  
Suite 3300  
Los Angeles, CA 90071-2411  
(213) 972-4669

County of Monterey: Stacy L. Sietta  
Deputy County Counsel  
Office of the Monterey County Counsel  
168 West Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901  
(831) 755-5045

**II. SERVICES TO BE PERFORMED.**

Health Department hereby hires CONTRACTOR to render independent legal services to Health Department, subject to the terms of this Agreement. CONTRACTOR shall perform said services faithfully and well, when needed by and as requested by the Health Department. The services to be performed under this Agreement shall consist of providing legal advice with respect to healthcare matters, including Medicaid financing for safety net providers, healthcare transactions, provider agreements, and technology, privacy, and security matters. CONTRACTOR shall perform only such services as are within the expertise of the individual attorneys on CONTRACTOR's staff, and CONTRACTOR shall notify Health Department promptly if any work requested is beyond such expertise. CONTRACTOR shall diligently provide such legal services as are necessary and approved by Health Department in a professional, timely manner. CONTRACTOR shall perform all of its services with due regard to ethical guidelines and the client's interests.

**III. PAYMENT PROVISIONS**

- A. Health Department shall pay CONTRACTOR according to Section 6, PAYMENT CONDITIONS, of this Agreement.
- B. CONTRACTOR shall bill the Health Department 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.

**FEE SCHEDULE EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020**

**PARTNERS**

(All Offices) \$615 -- \$1150

**OF COUNSEL, SPECIAL COUNSEL**

(All Offices) \$595 -- \$995

**SENIOR COUNSEL**

(All Offices) \$550 -- \$695

**ASSOCIATES**

(All Offices) \$340 -- \$625

**PARALEGALS**

(All Offices) \$275 -- \$325

**SUMMER ASSOCIATES**

(All Offices) \$250

Rates will reflect discount from the firm's published rates.

C. CONTRACTOR shall submit an invoice to the Health Department no later than 30 days following the month of service. Invoices shall be submitted to:

Stacy L. Saetta  
Deputy County Counsel  
Office of the Monterey County Counsel  
168 West Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901

#### IV. ADDITIONAL PROVISIONS

- A. No Conflict of Interest. CONTRACTOR agrees that it shall not represent a client with an interest that is either actually or potentially adverse to the County of Monterey without the County's written consent pursuant to the applicable Rules of Professional Conduct.
- B. Maximum Liability. The maximum amount to be paid by Health Department to CONTRACTOR under this Agreement shall not exceed the sum of \$330,000. This amount may be amended by written agreement between the parties, subject to approval by the Board of Supervisors. CONTRACTOR shall notify the County Counsel in writing when fifty percent (50%) and seventy-five percent (75%) of the maximum liability has been spent.
- C. Reimbursement for Expenses.
1. Health Department shall reimburse CONTRACTOR for all actual and necessary expenses pursuant to the County Travel Policy, a copy of which is attached to the Agreement as Exhibit B.
  2. Health Department will not reimburse CONTRACTOR for any non-attorney staff time or overtime for secretarial, clerical, or word processing, costs connected with preparing required status reports, time spent to provide information for a fee audit, or for work not authorized by Health Department.
- C. Direction from County Counsel. CONTRACTOR shall report to and receive direction from County Counsel in providing advice under this Agreement. If CONTRACTOR prepares any County documents in the performance of services under this Agreement, including but not limited to County resolutions, staff reports, and memoranda to the Board of Supervisors or other County legislative or advisory bodies, CONTRACTOR shall provide such drafts to County Counsel for review and consultation prior to finalizing any such drafts.
- E. Reporting Requirements. CONTRACTOR shall provide Health Department with such reports as may be requested by Health Department in connection with the performance of services hereunder.

**AMENDMENT NO. 1  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY  
AND  
FOLEY & LARDNER, LLP**

**THIS AMENDMENT NO. 1** is made to the AGREEMENT for legal services by and between **Foley & Lardner 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 wish to amend the AGREEMENT to increase the total amount of the AGREEMENT, extend the term of the AGREEMENT and revise the EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS.

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

1. Paragraph 2.0 "PAYMENT PROVISIONS" shall be amended by removing "*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$300,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$330,000.*"
2. Paragraph 3.0 "TERM OF AGREEMENT" shall be amended by removing "*The term of this Agreement is from May 1, 2016 to June 30, 2018, unless sooner terminated pursuant to the terms of this Agreement*" and replacing it with "*The term of this Agreement is from May 1, 2016 to June 30, 2019 unless sooner terminated pursuant to the terms of this Agreement.*"
3. Paragraph 14.0 "NOTICES" shall be amended to reflect the Contract Administrator for the County is Elsa M. Jimenez, Director of Health or her designee.
4. EXHIBIT A-1 SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1. This EXHIBIT A-1 modifies the Fee Schedules Effective July 1, 2017 through June 30, 2019.
5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the AGREEMENT.
6. This Amendment No. 1 shall be effective July 1, 2017.
7. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by the County on June 21, 2016.

(The remainder of this page is intentionally left blank.)



IN WITNESS WHEREOF, County and CONTRACTOR have executed this AMENDMENT NO. 1 to the AGREEMENT as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: [Signature]  
Department Head

Date: 04/12/18

Approved as to Form <sup>1</sup>

By: [Signature]  
County Counsel

Date: 4/3/18

Approved as to Fiscal Provisions<sup>2</sup>

By: [Signature]  
Auditor-Controller

Date: 4-3-18

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

FOLEY & LARDNER LLP.

Contractor's Business Name\*

By: [Signature]  
(Signature of Chair, President, or Vice-President)\*

Jeffery R. Atkin, Office Managing Partner  
Name and Title

Date: 3-20-18

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

DIANE UNG, PARTNER  
Name and Title

Date: March 20, 2018

\*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.

<sup>1</sup> Approval by County Counsel is required.

<sup>2</sup> Approval by Auditor-Controller is required

<sup>3</sup> Approval by Risk Management is necessary only if changes are made in Sections 8.0 or 9.0.

**EXHIBIT A-1**

**Foley & Lardner, LLP**

*May 1, 2016 through June 30, 2019*

**I. CONTACT INFORMATION**

CONTRACTOR: Diane Ung  
Foley & Lardner, L.L.P.  
555 South Flower Street  
Suite 3500  
Los Angeles, CA 90071-2411  
(213) 972-4669

County of Monterey: Stacy L. Saetta  
Deputy County Counsel  
Office of the Monterey County Counsel  
168 West Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901  
(831) 755-5045

**II. SERVICES TO BE PERFORMED.**

Health Department hereby hires CONTRACTOR to render independent legal services to Health Department, subject to the terms of this Agreement. CONTRACTOR shall perform said services faithfully and well, when needed by and as requested by the Health Department. The services to be performed under this Agreement shall consist of providing legal advice with respect to healthcare matters, including Medicaid financing for safety net providers, healthcare transactions, provider agreements, and technology, privacy, and security matters. CONTRACTOR shall perform only such services as are within the expertise of the individual attorneys on CONTRACTOR's staff, and CONTRACTOR shall notify Health Department promptly if any work requested is beyond such expertise. CONTRACTOR shall diligently provide such legal services as are necessary and approved by Health Department in a professional, timely manner. CONTRACTOR shall perform all of its services with due regard to ethical guidelines and the client's interests.

**III. PAYMENT PROVISIONS**

- A. Health Department shall pay CONTRACTOR according to Section 6, PAYMENT CONDITIONS, of this Agreement.
- B. CONTRACTOR shall bill the Health Department for the professional services of its attorneys at their standard hourly billing rate, or rate as may otherwise be discounted and applied.

**FEE SCHEDULE EFFECTIVE JULY 1, 2017 THROUGH JUNE 30, 2018**

<b><u>PERSONNEL</u></b>	<b><u>TYPE</u></b>	<b><u>OFFICE</u></b>	<b><u>HOURLY RATE</u></b>
Diane Ung	Partner	LA	\$650
Judy Waltz	Partner	SF	\$695
Alexis Bortniker	Senior Counsel	Boston	\$615
Anil Shankar	Senior Counsel	LA	\$565
Claire Marblestone	Associate	LA	\$465
Adam Hepworth	Associate	LA	\$445

**OTHER PARTNERS**

(All Offices) \$530 -- \$875

**OTHER OF COUNSEL**

(All Offices) \$595 -- \$775

**SENIOR COUNSEL**

(All Offices) \$465 -- \$695

**ASSOCIATES**

(All Offices) \$300 -- \$625

**PARALEGALS**

(All Offices) \$275 -- \$325

**SUMMER ASSOCIATES**

(All Offices) \$250

Rates reflect discount from the firm's 2017-18 published rates.

**FEE SCHEDULE EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2019**

<b><u>PERSONNEL</u></b>	<b><u>TYPE</u></b>	<b><u>OFFICE</u></b>	<b><u>HOURLY RATE</u></b>
Diane Ung	Partner	LA	\$675
Judy Waltz	Partner	SF	\$735
Alexis Bortniker	Senior Counsel	Boston	\$645
Anil Shankar	Senior Counsel	LA	\$615
Claire Marblestone	Associate	LA	\$535
Adam Hepworth	Associate	LA	\$495

**OTHER PARTNERS**

(All Offices) \$530 -- \$975

**OTHER OF COUNSEL**

(All Offices) \$595 -- \$775

**SENIOR COUNSEL**

(All Offices) \$465 -- \$695

**ASSOCIATES**

(All Offices) \$300 -- \$625

**PARALEGALS**

(All Offices) \$275 -- \$325

**SUMMER ASSOCIATES**

(All Offices) \$250

Rates reflect discount from the firm's 2018-19 published rates. Subsequent revisions will be reflected in an amended Exhibit A.

- C. CONTRACTOR shall submit an invoice to the Health Department no later than 30 days following the month of service. Invoices shall be submitted to:

Stacy L. Saetta  
Deputy County Counsel  
Office of the Monterey County Counsel  
168 West Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901

#### IV. ADDITIONAL PROVISIONS

- A. No Conflict of Interest. CONTRACTOR agrees that it shall not represent a client with an interest that is either actually or potentially adverse to the County of Monterey without the County's written consent.
- B. Maximum Liability. The maximum amount to be paid by Health Department to CONTRACTOR under this Agreement shall not exceed the sum of \$330,000. This amount may be amended by written agreement between the parties, subject to approval by the Board of Supervisors. CONTRACTOR shall notify the County Counsel in writing when fifty percent (50%) and seventy-five percent (75%) of the maximum liability has been spent.
- C. Reimbursement for Expenses.
1. Health Department shall reimburse CONTRACTOR for all actual and necessary expenses pursuant to the County Travel Policy, a copy of which is attached to the Agreement as Exhibit B.
  2. Health Department will not reimburse CONTRACTOR for any non-attorney staff time or overtime for secretarial, clerical, or word processing, costs connected with preparing required status reports, time spent to provide information for a fee audit, or for work not authorized by Health Department.
- D. Direction from County Counsel. CONTRACTOR shall report to and receive direction from County Counsel in providing advice under this Agreement. If CONTRACTOR prepares any County documents in the performance of services under this Agreement, including but not limited to County resolutions, staff reports, and memoranda to the Board of Supervisors or other County legislative or advisory bodies, CONTRACTOR shall provide such drafts to County Counsel for review and consultation prior to finalizing any such drafts.
- E. Reporting Requirements. CONTRACTOR shall provide Health Department with such reports as may be requested by Health Department in connection with the performance of services hereunder.



# Monterey County Board of Supervisors

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

## Board Order

**Agreement No.: A-13173**

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

- a. Approved and authorized the Director of Health or Assistant Director of Health to execute an Agreement with Foley & Lardner LLP for Independent Consulting and Legal Services, for the term of May 1, 2016 through June 30, 2018, for a total Agreement amount not to exceed \$300,000; and
- b. Authorized the Director of Health or Assistant Director of Health to approve up to three (3) future one year amendments that do not exceed (10%) (\$30,000) of the original Agreement amount and do not significantly alter the scope of services.

**PASSED AND ADOPTED** on this 14th day of June 2016, by the following vote, to wit:

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

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 79 for the meeting on June 14, 2016.

Dated: June 16, 2016  
File ID: A 16-150

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

By Denise Hancock  
Deputy

**COUNTY OF MONTEREY STANDARD AGREEMENT  
(MORE THAN \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
Foley & Lardner L.L.P.  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION**

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:  
**Provide legal services to the County of Monterey, Department of Health.**

**2.0 PAYMENT PROVISIONS**

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 300,000.

**3.0 TERM OF AGREEMENT**

3.01 The term of this Agreement is from May 1, 2016 to June 30, 2018, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

3.02 The County reserves the right to cancel this Agreement or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS**

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A** Scope of Services/Payment Provisions
- Exhibit B** County Travel and Business Expense Reimbursement Policy
- Attachment 1** Addendum to the Agreement

## 5.0 PERFORMANCE STANDARDS

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.



- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS

### 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Business Automobile Liability Insurance**, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance**, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance**, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02-99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

**12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.**

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13.0 INDEPENDENT CONTRACTOR.**

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

**14.0 NOTICES.**

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Elsa Jimenez, Interim Director of Health	Foley & Lardner LLP
Name and Title	Name and Title
Monterey County Department of Health 1270 Natividad Road Salinas, CA 93906	Attn: Diane Ung, Esq. 555 South Flower Street, No. 3500 Los Angeles, CA 90071
Address	Address
831-755-4526	FAX: 213-486-0065
Phone	Phone

## 15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

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

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: [Signature]  
Department Head (if applicable)

Date: 06/21/2016

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form<sup>1</sup>

By: [Signature]  
County Counsel

Date: 5/11, 2016

Approved as to Fiscal Provisions<sup>2</sup>

By: [Signature]  
Auditor/Controller

Date: 5/16

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

Foley & Lardner LLP

Contractor's Business Name\*

By: [Signature]  
(Signature of Chair, President, or Vice-President)\*

Jeff Atkin, Office Managing Partner  
Name and Title

Date: 4/12/16

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

DIANE UNG, PARTNER  
Name and Title

Date: 4/12/2016

County Board of Supervisors' Agreement Number: A-13173, approved on (date): 6/14/2016

\*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.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9



**ATTACHMENT 1**

*This Attachment 1 will serve as an Addendum to the Standard Agreement between the County of Monterey, on behalf of its Health Department, and Foley & Lardner, LLP, attached hereto, and will have the full force and effect as if set forth within the Agreement.*

1. **Section 6.01.** Section 6.01 to the Agreement is hereby amended to read in its entirety as follows:

6.01 During the initial term of the Agreement, prices shall remain firm through June 30, 2017, and, thereafter, may be adjusted annually. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

2. **Section 6.04.** Section 6.04 to the Agreement is hereby amended to read in its entirety as follows:

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after the month in which services were provided. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. Health shall certify the invoice, either in the requested amount or in such other amount as Health approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

3. **Section 7.01.** Section 7.01 to the Agreement is hereby amended to read in its entirety as follows:

7.01 During the term of this Agreement, either party may terminate the Agreement for any reason by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

4. **Section 7.02.** Section 7.02 to the Agreement is hereby amended to read in its entirety as follows:

7.02 Health may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If Health terminates this Agreement for good cause, Health may proceed with the work in any manner, which Health deems

proper. Health may be relieved of the payment of any consideration to Contractor for the services in question, and the cost to Health shall be deducted from any sum due the CONTRACTOR under this Agreement.

5. **Section 9.03.** Section 9.03 to the Agreement is hereby amended to read in its entirety as follows:

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Workers' Compensation Insurance, If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, make best efforts to maintain or obtain extended reporting coverage ("tail coverage") with substantially the same liability limits as stated above. Any such tail coverage shall, to the extent available, continue for at least one year following the expiration or earlier termination of this Agreement ("Initial Year").

As required by California Corporations Code Section 16956 (a)(1)(A), in the event of the dissolution and winding up of the CONTRACTOR, the CONTRACTOR shall, with respect to any insurance policy or policies then maintained pursuant to this Agreement, maintain or obtain an extended reporting period endorsement or equivalent tail coverage provision for at least the maximum total aggregate limit of liability required to

comply with this Agreement for a minimum of three years beyond the Initial Year if reasonably available from an insurer.

6. **Section 15.17.** Section 15.17 to the Agreement is hereby amended to read in its entirety as follows:

15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit, the provisions of this Agreement shall prevail and control.

-----This section left blank intentionally-----

**Foley & Lardner, L.L.P.**

*May 1, 2016 through June 30, 2018*

**I. CONTACT INFORMATION**

**CONTRACTOR:** Diane Ung  
Foley & Lardner, L.L.P.  
555 South Flower Street  
Suite 3500  
Los Angeles, CA 90071-2411  
(213) 972-4669

**County of Monterey:** Stacy L. Saetta  
Deputy County Counsel  
Office of the Monterey County  
Counsel  
168 West Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901  
(831) 755-5045

**II. SERVICES TO BE PERFORMED.**

Health Department hereby hires CONTRACTOR to render independent legal services to Health Department, subject to the terms of this Agreement. CONTRACTOR shall perform said services faithfully and well, when needed by and as requested by the Health Department. The services to be performed under this Agreement shall consist of providing legal advice with respect to healthcare matters, including Medicaid financing for safety net providers, healthcare transactions, provider agreements, and technology, privacy, and security matters. CONTRACTOR shall perform only such services as are within the expertise of the individual attorneys on CONTRACTOR's staff, and CONTRACTOR shall notify Health Department promptly if any work requested is beyond such expertise. CONTRACTOR shall diligently provide such legal services as are necessary and approved by Health Department in a professional, timely manner. CONTRACTOR shall perform all of its services with due regard to ethical guidelines and the client's interests.

**III. PAYMENT PROVISIONS**

- A. Health Department shall pay CONTRACTOR according to Section 6, PAYMENT CONDITIONS, of this agreement.
- B. CONTRACTOR shall bill the Health Department for the professional services of its attorneys at their standard hourly billing rate, or rate as may otherwise be discounted and applied.

Exhibit A to Agreement with Foley & Lardner, LLP

**EXHIBIT A**

**FEE SCHEDULE EFFECTIVE THROUGH JUNE 30, 2017**

<b><u>PERSONNEL</u></b>	<b><u>TYPE</u></b>	<b><u>OFFICE</u></b>	<b><u>HOURLY RATE</u></b>
Diane Ung	Partner	LA	\$630
Judy Waltz	Partner	SF	\$695
Richard Rifembark	Partner	LA	\$590
Elizabeth Elson	Of Counsel	LA	\$595
Alexis Bortniker	Senior Counsel	Boston	\$560
Leeann Habte	Senior Counsel	LA	\$530
<b><u>OTHER PARTNERS</u></b>			
(All Offices)			\$500 -- \$845
<b><u>OTHER OF COUNSEL</u></b>			
(All Offices)			\$595 -- \$750
<b><u>SENIOR COUNSEL</u></b>			
(All Offices)			\$465 -- \$595
<b><u>ASSOCIATES</u></b>			
(All Offices)			\$300 -- \$580
<b><u>PARALEGALS</u></b>			
(All Offices)			\$275 -- \$325
<b><u>SUMMER ASSOCIATES</u></b>			
(All Offices)			\$250

Rates reflect discount from the firm's 2016-17 published rates. Subsequent revisions for the July 1, 2017 – June 30, 2018, period will be reflected in an amended Exhibit A.

C. CONTRACTOR shall submit an invoice to the Health Department no later than 30 days following the month of service. Invoices shall be submitted to:

Stacy L. Saetta  
 Deputy County Counsel  
 Office of the Monterey County Counsel  
 168 West Alisal Street, 3<sup>rd</sup> Floor  
 Salinas, CA 93901

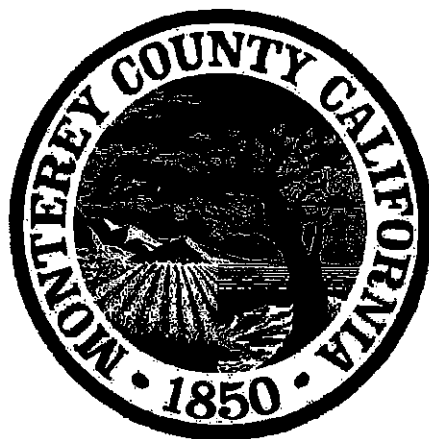
**IV. ADDITIONAL PROVISIONS**

A. **No Conflict of Interest.** CONTRACTOR agrees that it shall not represent a client with an interest that is either actually or potentially adverse to the County of

**EXHIBIT A**

Monterey without the County's written consent.

- B. Maximum Liability. The maximum amount to be paid by Health Department to CONTRACTOR under this agreement shall not exceed not exceed the sum of \$300,000. This amount may be amended by written agreement between the parties, subject to approval by the Board of Supervisors. CONTRACTOR shall notify the County Counsel in writing when fifty percent (50%) and seventy-five percent (75%) of the maximum liability has been spent.
- C. Reimbursement for Expenses.
1. Health Department shall reimburse CONTRACTOR for all actual and necessary expenses pursuant to the County Travel Policy, a copy of which is attached to the Agreement as Exhibit B.
  2. Health Department will not reimburse CONTRACTOR for any non-attorney staff time or overtime for secretarial, clerical, or word processing, costs connected with preparing required status reports, time spent to provide information for a fee audit, or for work not authorized by Health Department.
- D. Direction from County Counsel. CONTRACTOR shall report to and receive direction from County Counsel in providing advice under this Agreement. If CONTRACTOR prepares any County documents in the performance of services under this Agreement, including but not limited to County resolutions, staff reports, and memoranda to the Board of Supervisors or other County legislative or advisory bodies, CONTRACTOR shall provide such drafts to County Counsel for review and consultation prior to finalizing any such drafts.
- E. Reporting Requirements. CONTRACTOR shall provide Health Department with such reports as may be requested by Health Department in connection with the performance of services hereunder.



# **TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT POLICY**

Revised December 11, 2012

**TABLE OF CONTENTS**

	Page
I. PURPOSE.....	1
II. SCOPE .....	1
III. DEFINITIONS.....	1
IV. AUTHORIZATION TO TRAVEL.....	2
A. General Conditions .....	2
B. In-County Travel.....	3
C. Out-of-County Travel .....	3
D. Travel Requests.....	3
V. TRAVEL EXPENSES .....	4
A. General Conditions .....	4
B. Transportation Expenses.....	4
C. Meal Expenses .....	10
D. Lodging Expenses.....	12
E. Registration Fees.....	14
F. Other Travel Expenses.....	14
VI. OTHER COUNTY BUSINESS EXPENSES	
VII. CLAIMING PROCEDURES FOR OUT-OF-COUNTY TRAVEL .....	14
A. Travel Advance Claims.....	14
B. Prepaid Vendor Claims.....	16
C. Travel Reimbursement Claims .....	17
D. Mileage Claims .....	18
E. Reimbursement by Outside Source.....	18
F. Late Claims .....	19
G. Travel Card Usage .....	19
VIII. INTERPRETATIONS .....	19
IX. EXCEPTIONS .....	19
X. CONFLICT WITH RULES .....	19



**I. PURPOSE**

The purpose of this policy is to establish uniform travel and business expense reimbursement policies, rules and claim procedures for persons authorized to conduct County business.

**II. SCOPE**

The County travel and business expense reimbursement policy applies to all County employees, members of legislative bodies established by the Board (salaried or not), non-County employees (such as contractors who receive travel and/or business expense reimbursements) and volunteers traveling on County business.

**III. DEFINITIONS**

Unless the context otherwise requires, the definitions contained in this part govern the construction of this policy. They do not necessarily apply in other County contexts.

**A. Accountable Expense Reimbursement Plan**

Reimbursements of travel and other business expenses to a County employee, contractor or volunteer will be considered to be made under an "Accountable Expense Reimbursement Plan" if the following three requirements are met:

- The person substantiates his or her expenses by submitting an expense report with
  - 1) the amount of the expenditure,
  - 2) the time and place of the travel or business entertainment,
  - 3) the business purpose of the expenditure, and
  - 4) the names and business relationship of any persons entertained.
- The person documents the expenses with supporting receipts, paid bills, etc. within 60 days after the expense is paid or incurred, and
- Excess advances, if any, are repaid to the County within 120 days after the expense is paid or incurred.

"County" means the County of Monterey.

**B. County Business**

"County business" means the activity directly related to the ordinary, necessary and/or required business functions of the County of Monterey ("County"). It does not include travel or expenses related to an employee's participation in the County's Educational Assistance Program or commuting expenses (a non-reimbursable expense).

**C. County Employee**

"County employee" means any County officer or employee, whether elected or appointed, filling a budgeted position approved by the Board of Supervisors.

Independent contractors and their employees are not County employees.

**D. County Traveler**

"County traveler" means any County employee, authorized non-County employee (such as a contractor) or volunteer traveling on County business. Agency temporary employees are not covered by this policy and are not reimbursable for travel.

**E. County Volunteer**

"County volunteer" means a person, other than a County employee, who performs volunteer work authorized by a department or the Board of Supervisors for the County, such as a department volunteer, a commissioner or a member of an interview panel. It does not include agency temps, inmates, wards or probationers working for the County.

**F. Home**

"Home" means the actual dwelling place of the County traveler without regard to any other legal or mailing address.

**G. Main or Regular Place of Work**

"Main or regular place of work" means the principal place of business for the County employee or the principal location to which the County volunteer/contractor is assigned to work for the County. This may be the place at which s/he spends the largest portion of his/her regular County workday or working time or, in the case of field workers, the assigned location/headquarters to which s/he returns upon completion of regular or special assignments.

**H. Meals**

Meals that are 1) directly related or associated with bona fide County business matters and 2) approved for reimbursement by a member of the Board of Supervisors or a department head (or his or her designee) will be considered a reimbursable County business expense, if incurred in connection with out-of-County business travel or while conducting in-County business. Also, reimbursement for the provision of in-kind meals to employees on the business premises of the County will only be allowed if there is a substantial non-compensatory business reason for providing such meals to employees.

**I. Temporary Work Location**

"Temporary work location" means the place where the County employee, volunteer or contractor is assigned on an irregular or short-term basis. If an employee is assigned to a work location for no more than 35 work days during a calendar year, then the location is considered temporary. Attending conferences, meeting or training sessions away from the main or regular place of work by County employees or volunteers, or field

workers conducting fieldwork at off-site locations, does not normally constitute assignment to another site. If the employee is assigned for more than 35 work days during the calendar year, the new location has become the main or regular place of work.

**J. Vehicle**

"Vehicle" means a motor vehicle, which can be legally operated on public highways.

**IV. AUTHORIZATION TO TRAVEL**

**A. General Conditions**

1. Travel will be authorized only when the travel is necessary and in the best interest of the County.
2. Advance authorization is required for all County travel, as specified in B & C.
3. Advance written authorization from the County Administrative Officer is required for all County travel by County volunteers, except as follows:
  - a) Travel by appointed members of County boards, commissions, or advisory committees to and from the official meetings of their respective boards.
  - b) Travel to and from the County for members of personnel interview panels, subject to authorization by the Human Resources Department.
  - c) Travel to and from meetings, conferences and training covered by the County MHSA plan, subject to authorization by the Behavioral Health Program Manager or designee.

**B. In-County Travel**

County employees are authorized to travel within the County when said travel is required by the department and is considered a part of the routine, day-to-day official duties of the employee as defined and authorized by the department head or his/her designee. All other in-County travel requires advance authorization by the department head or his/her designee.

**C. Out-of-County Travel**

1. All travel outside of the County, but within the State of California, requires advance authorization by the department head, or his/her designee. Travel by immediate staff of a member of the Board of Supervisors requires the advance authorization of the respective Board member.

2. All travel outside of the State of California requires advance written authorization by the department head, or his/her designee. Travel by immediate staff of a member of the Board of Supervisors requires the advance authorization of the respective Board member.
3. Authorization for out-of-state travel by current members of the Board of Supervisors is subject to the guidelines established by the Board.

#### **D. Travel Requests**

Travel requests that require department head authorization shall be submitted to the department head pursuant to department policy. If the traveler is requesting a travel advance, an approved "County of Monterey Travel Request" form (usually in the form of a "white claim" or "GAX"), accompanied by all documentation relative to the request, shall be forwarded to the Auditor-Controller.

### **V. TRAVEL EXPENSES**

#### **A. General Conditions**

1. County travelers are entitled to submit a claim for actual and necessary expenses for transportation, meals, lodging, and incidentals for authorized travel, subject to the conditions set forth in this Travel and Business Expense Reimbursement Policy ("Policy"), whenever the expenses are incurred as part of his/her official duties and authorized because the County traveler is required to work, attend a school, training, meeting or convention overnight at a location sufficiently distant from main or regular place of work to qualify under this policy for meal per diem and overnight lodging.
2. Notwithstanding Section 1 above, claims shall be paid subject to the rules set forth in this Policy and statutory law. Eligibility to submit a claim does not automatically entitle the claimant to reimbursement for any and all expenses.
3. County travelers receiving reimbursement from an outside source for travel on County time shall forward said reimbursement to the County Auditor-Controller for handling and deposit if the traveler intends to submit an expense claim to the County or use County resources to travel. Said travelers shall then be entitled to submit a claim for actual and necessary expenses for transportation, meals, lodging, and incidentals, subject to the conditions set forth in this travel policy.
4. Arrangements for transportation, lodging or registration fees that have cancellation or change penalties shall be carefully monitored by the department. If cancellation/change occurs due to direction by the County traveler's department head, or his/her designee, or the County Administrative Officer, the County department will cover the penalty cost. If the cancellation/change occurs due to a traveler's personal request or obligations, the traveler will be required to pay the

penalty. Exceptions shall be made when a traveler is unable to travel because of hospitalization, serious sickness or death of self or an immediate family member or when the department head certifies that the reason for the employee's absence was legitimate and authorized.

## **B. Transportation Expenses**

### **1. General Conditions**

- a) Transportation expenses are the direct costs related to movement of the County traveler from authorized point of departure to destination of travel and back to the authorized point of return.
- b) All transportation expenses incurred shall be based upon the most efficient, direct, and economical mode of transportation required by the occasion.
- c) Whenever a time frame is established as criteria for eligibility for claiming, such as the requirements set forth for meals in Section V, subsection C. 1. d., estimated travel time shall be based upon legal vehicle speed limits, volume of traffic, and weather conditions in effect at the time of travel.

### **2. Vehicle Transportation**

Vehicle use (both County-owned and private) by authorized County travelers during the conduct of official County business is subject to the County Vehicle Use Policy.

#### **a) Private Vehicle**

- (1) Travel by private vehicle will be reimbursed at the IRS rate for business use of a personal vehicle in effect in the County at the time of travel.
- (2) Authorized County travelers who travel in a vehicle other than their own may not claim mileage for business use of a private vehicle but may claim reimbursement of actual fuel expenses necessary for the trip and expended by the traveler. Receipts are required and should be claimed by the employee actually paying the expense.
- (3) Authorized County travelers may not claim mileage for business use of a private vehicle in the following instances:
  - (a) when the County traveler is riding with someone who will be claiming reimbursement for the vehicle's use from the County or another source;
  - (b) when the County traveler is traveling in a County or other government

agency vehicle;

- (c) when the County traveler is traveling in a rented vehicle (paid by County);
  - (d) when the County traveler has been assigned a County Vehicle for home retention, is receiving an allowance or lump sum for mileage, unless specifically provided for in the terms of their agreement or contract with the County or by Board resolution.
- (4) County employee mileage to the regular or main place of work from home, and back, is considered commuting and may not be claimed.
  - (5) County employee mileage to the temporary work location from home, and back, is considered commuting and may not be claimed except in the following cases:
    - (a) if the County employee is required to report to the regular or main place of work before reporting to the temporary work location, s/he is eligible for mileage from the regular or main place of work to the temporary work location;
    - (b) if the County employee is required to report to the regular or main place of work after working at the temporary work location and before going home, s/he is eligible for mileage from the temporary work location to the regular or main place of work.
  - (6) Mileage in conjunction with authorized County travel to and from a school, training, convention or meeting shall be based on the distance to the destination from the traveler's home or the regular or main place of work, whichever is less, except in the following cases:
    - (a) if the traveler is required to report to his/her work location before leaving, s/he is eligible for mileage to the school, training, convention/meeting from the work location.
    - (b) if the traveler is required to report to his/her work location before returning home, s/he is eligible for mileage based on the distance from the school, training, convention/meeting to the work location.
  - (7) Appointed volunteer members of County boards, commissions, or advisory committees may claim mileage to the official meetings of their respective boards from home, and back.
  - (8) Members of personnel interview panels may claim mileage to the panel location from their regular or main place of work, and back.

- (9) When two or more County travelers from the same department are traveling to the same site by vehicle, they should use only as many vehicles as are required to accommodate the number of travelers and business needs of the County. If a County traveler chooses to use a separate private vehicle because of personal preferences or obligations, h/she shall not be eligible for mileage or fuel reimbursement for the travel unless the department head determines that reimbursement is appropriate and justified.
- (10) If a County traveler chooses to use a private vehicle instead of an alternative mode of transportation chosen by the department head because of personal preferences or obligations, his/her mileage reimbursement shall not exceed the cost of using the alternative mode of transportation unless the department head determines that the additional reimbursement is appropriate and justified.

b) County Vehicle Transportation

- (1) County travelers using a County vehicle for traveling shall not be eligible for reimbursement for mileage.
- (2) County travelers required to fuel a County vehicle at their own expense should claim the actual fuel costs expended by them. Receipts must accompany the claim. Vehicle license number and the odometer reading should be written on the receipts.
- (3) If the County vehicle experiences mechanical failure, the County traveler shall follow the rules set forth in the "Mechanical Failure" section of the "Vehicle Operator's Handbook" located in the glove compartment of each County vehicle.

c) Rental Vehicle Transportation

- (1) Vehicles may be rented for transportation at the destination point when the County traveler travels to the destination via commercial common carrier and the cost of the rental will be less than the charge for shuttle or taxi service to and from the carrier termination point to the function or hotel accommodations.
- (2) Vehicles may be rented for transportation to the destination point when the cost of the rental will be less than other reasonable and available modes of transportation.
- (3) If more than one County traveler from the same department is traveling to the same function, only one rental vehicle may be claimed and then only if

it is available for use by all of the County travelers.

- (4) The County traveler shall choose the least expensive size and mileage limits appropriate to the use required. Rental expenses for luxury cars, motorcycles and recreational vehicles may not be claimed.
- (5) Rental cars shall be refueled prior to return to the rental agency to reduce cost to the County. Rental cars should be returned to the renting location and on time to avoid additional charges.
- (6) When traveling domestically the County traveler shall waive additional vehicle insurance (except for additional driver and coverage for drivers under 25 years of age), provided that the employee has his/her own vehicle insurance coverage. When traveling internationally additional insurance should be accepted if the traveler lacks other similar coverage.
- (7) An original car rental receipt showing the number of days and type of vehicle rented is required for vehicle rental claims. A copy of the receipt or a credit card receipt alone is insufficient.

d) Commercial Carrier Transportation

- (1) County travelers shall seek and attempt to use the lowest rates available for the type of commercial carrier service being utilized. Whenever possible, travelers should take advantage of flight arrangements that minimize County cost (for example, purchasing a round trip ticket may be less expensive than two one-way tickets). Reservations should be made as far in advance as possible to take advantage of available discounts and special offers. Travel agents that have added ticket handling charges should be avoided.
- (2) Claims for travel via commercial carrier shall be limited to the cost of travel at economy rates for the same day and time of travel or actual cost, whichever is less. County travelers may upgrade tickets, provided that the traveler and not the County pay for the difference in cost for such upgrade. The County will not reimburse any type of travel insurance unless the Department Head requests the traveler to purchase cancellation coverage. Reasonable baggage charges, if imposed by the airline, on the first checked bag are reimbursable.
- (3) Claims for commercial carrier tickets shall be substantiated by an original ticket document (such as an e-ticket or passenger receipt ticket copy) showing the price, date, date/time of travel and class of travel. A copy of the credit card receipt or statement from a travel agency alone is insufficient.



- (4) County business traveler may retain frequent flyer/hotel rewards and similar program benefits. However, participation in these programs must not influence flight/hotel/etc. selection, which would result in incremental cost to the County beyond the lowest available airfare/hotel cost unless the difference is paid by the traveler. Free tickets or cash allowances for volunteering to be denied timely boarding may be retained by the traveler but no additional cost to the County or interruption of County work is allowed and any additional time required to complete the trip is to be personal time.
- (5) Should a Saturday night stay reduce the cost to the County of a ticket more than the total of any additional hotel/meal/parking cost, the costs to do so are reimbursable to the traveler but should be well-documented with a clear savings to the County.

e) Private Aircraft Transportation

- (1) Traveling by private aircraft which is flown by a County employee may be authorized if it will be the most efficient means of travel and the flight is incidental to the purpose of the County travel. Said use shall require the advance written approval of the County Administrative Officer. If approved, the following must be provided to the Auditor-Controller's Office in advance of the travel:
  - (a) a copy of the pilot's Federal Aviation Administration (FAA) pilot's certificate and instrument rating for the category and class of aircraft to be flown and the type of flying to be performed;
  - (b) a copy of the pilot's current medical certificate;
  - (c) a copy of the FAA Pilot Proficiency Award Program certificate issued to the pilot within the twelve months prior to the flight;
  - (d) a copy of the pilot's flight log showing a minimum of 250 hours of flight time within the twelve months prior to the flight;
  - (e) a certificate of public liability and property damage insurance of not less than \$1,000,000 naming the County as an additional insured.
- (2) Traveling by private aircraft, which is flown by a non-County employee, except for flights conducted by members of the Sheriff's Air Squadron in the performance of their official duties, is normally prohibited.
- (3) County travelers who operate a private aircraft in connection with approved County travel may be reimbursed the actual cost paid by the

traveler for fuel used by the aircraft on the trip or the County's mileage rate for each air mile at the travelers option.

f) Other Transportation Expenses

(1) The following necessary transportation expenses may be claimed at actual cost (receipt required) when directly related to transporting the County traveler to and from the business destination point:

- (a) taxi, shuttle, or public transit fares;
- (b) parking fees (airport long-term parking is required for travel exceeding 24 hours);
- (c) bridge, road or ferry tolls;
- (d) other actual transportation expenses determined to be reasonable and necessary by the department head and the Auditor-Controller.

(2) The following transportation expenses may not be claimed:

- (a) traffic and parking violations;
- (b) emergency repairs or non-emergency repairs on non-County vehicles;
- (c) personal travel while at an out-of-County location;
- (d) other actual transportation expenses determined to be unreasonable or unnecessary by the department head or the Auditor-Controller.

**C. Meal Expenses**

1. Eligibility for Meals

- a) County employees, contractors and volunteers may be reimbursed for in-County meal costs that are 1) ordinary (not extravagant) and necessary, 2) directly related or associated with bona fide County business matters and 3) approved by a member of the Board of Supervisors or a department head (or his or her designee). County business discussions associated with a meal must be conducted in a "clear business setting".
- b) County travelers involved with in-County travel that does not require an overnight stay away from their home are not eligible to claim for meals taken outside the County, unless the requirements of paragraph a) above are met, or unless provided for in a Board of Supervisor-approved written County policy.

- c) County travelers on out-of-County business travel that requires an overnight stay away from their home are eligible to claim for meals taken out-of-County.
- d) County travelers are eligible to claim the meal reimbursements noted below for travel requiring overnight lodging if the total travel time (work time, plus the lunch period plus round-trip travel time) is estimated to equal or exceed 12 hours.
  - (1) Breakfast may be claimed if the County traveler must reasonably be away from home because of County business travel at or before 7:00 a.m.
  - (2) Lunch may be claimed if the County traveler must reasonably be away from home because of County business travel at or before Noon.
  - (3) Dinner may be claimed if the County traveler must reasonably be away from home because of County business travel at 7:00 p.m. or after.
- e) Snacks are a personal expense, not reimbursable.
- f) Claims for meals purchased by a County employee or volunteer on behalf of federal, state or local public officials or employees is prohibited, including any other Monterey County employees, unless provided for under other Board of Supervisor approved written County policies.
- g) County travelers are not eligible to claim meals or other expenses for those persons who are not otherwise eligible to file a claim themselves for County reimbursement.
- h) County travelers are not eligible to keep or claim per diem allowances for anyone other than themselves.

## 2. Meal Claims

- a) The County maximum full day meal and incidental expenses rate shall be equal to the maximum federal per diem meal and incidental expenses (M&IE) rate established by the GSA. Said maximums include taxes and gratuities.
- b) Meal expense amounts shall be calculated by the Auditor-Controller for first and last partial days of travel based on the maximum federal per diem meal rate for the appropriate meal(s).
- c) Claims for out-of-County meals taken in conjunction with travel that includes an overnight stay away from the traveler's home shall be reimbursed in the form of a "per diem allowance", which means the traveler is eligible to be reimbursed at the maximum rate allowed and receipts are not required (except for Board of

Supervisor Members). Partial days shall be reimbursed at the appropriate meal rate.

- d) Allowable meal costs may only exceed the prescribed per diem rates if the meal is being served at a conference or workshop and the costs of the speaker, conference, and/or registration are included in the price. The agenda/brochure or other documentation describing the event and the price must accompany the claim to the Auditor-Controller's Office.
- e) A County traveler may not claim a per diem allowance or reimbursement for any meal which is provided, or otherwise available, to the County traveler with the lodging or function, whether or not there is an actual charge for the meal. For example, if lunch is provided at the function or breakfast is included in the cost of lodging, the traveler may not claim a per diem allowance or request reimbursement for eating elsewhere. For purposes of this section, continental breakfast and meals provided during airline or other commercial carrier travel do not constitute provided meals and do not need to be deducted from the per diem allowance. A County traveler may not claim a per diem allowance for a meal that was paid for by someone else.
- f) If a breakfast is included in the cost of lodging, the traveler may not claim for a breakfast meal; however, s/he may apply the next day's breakfast allowance amount towards the maximum lodging amount. For example, if the maximum lodging amount is \$79.00 and the breakfast allowance is \$8.00, the employee may claim up to a maximum of \$87.00 for lodging which includes a continental breakfast. (For purposes of this section, continental breakfast does not constitute a provided breakfast meal.)
- g) Claiming for alcoholic beverage expenses are prohibited in all cases.
- h) As required by California Government Code 53232.2 Board of Supervisors members must provide receipts for all meals and will be reimbursed at the lower of the appropriate per diem amount or the actual expense.

#### **D. Lodging Expenses**

##### **1. Eligibility for Lodging**

- a) County travelers are not eligible to claim for lodging for in-County functions.
- b) For out-of-County business that is conducted on one business day, if the County traveler's actual time for the day is estimated to equal or exceed 12 hours (including work time, the lunch period and round-trip travel time), then the County traveler will have the option of securing one night's lodging at either the

front-end or back-end of the trip. Illustration: A member of the County Board of Supervisors who resides in Monterey County is required to attend a one-day business meeting in Sacramento. The Board member estimates that his total time for the day without obtaining lodging would be 14 hours (8 hours of meetings, 1 hour for lunch and 5 hours for round-trip travel). The Board member will have the option of securing one night's lodging in Sacramento, either the night before the meeting, or after conclusion of the meeting.

- c) For out-of-County business that requires multiple business days, if County travelers are eligible to claim lodging for the first and last evenings of an out-of-County trip, they are also eligible to claim lodging for any evenings that fall in between the first and last evenings of the trip.
- d) County travelers are not eligible to claim reimbursement of lodging costs when staying overnight as a guest of friends or relatives.

## 2. Lodging Claims

- a) Lodging expenses shall be claimed at either the actual cost of the lodging (limited to the single occupancy rate for a single room) or the County's maximum lodging rate (Federal Per Diem Rate), whichever is less. Receipts are required. Taxes are in addition to the Federal Per Diem Rate.
- b) Lodging costs may exceed the County's maximum lodging rate only when a conference, meeting or convention is being sponsored by an organization of which the County, the department or employee is a member, the lodging may be claimed at the actual cost if seminars or meetings are to be held at the particular hotel and/or events are scheduled for evening hours, and the department head has given advance written authorization.
- c) An original room folio receipt, showing the number of days and the number of occupants, is required for lodging claims. A copy of the receipt, travel agency statement or a credit card receipt alone is insufficient.
- d) When a room is shared with a fellow County traveler, the expense may either be prorated, and the prorated amount claimed by each County traveler, or one County traveler may claim the total expense at the multiple occupancy rate.
- e) When a room is shared with a person other than a County traveler and said person will also be claiming reimbursement from the County or another source, the amount shall be prorated between the two travelers.
- f) Lodging expense may not be claimed for guests of the County traveler. Where expense for a family member or friend is included in the receipt, the claim must not exceed the single occupancy rate.

- g) Special lodging, such as accommodations in apartments, RV parks, campgrounds or other semi-permanent lodgings, shall require advance written authorization of the County Administrative Officer and the Auditor-Controller.
- h) County travelers should inquire when making lodging arrangements whether the County is exempt from Transient Occupancy Taxes (TOT) in the locale where they are staying and should provide the necessary form to the lodging facility, if required to do so to obtain the waiver.
- h) Except when registering for lodging at a pre-arranged group rate in conjunction with a conference or meeting, County travelers shall request the government rate or lowest available eligible rate when making lodging arrangements.
- i) Travelers are responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Travelers will not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not canceling the room.
- j) When multiple country travelers are traveling together and the rooms are put on one invoice, one traveler may take care of the invoice but should provide the details on who stayed in each room on the invoice.

**E. Registration Fees**

Conference, convention and seminar registration and tuition fees may be claimed at the actual cost, provided that the agenda/brochure or other documentation describing the event, including the price, accompanies the approved claim to the Auditor-Controller's.

**F. Other Travel Expenses**

1. County travelers are eligible to claim a per diem incidental allowance, limited to the maximum federal per diem incidental rate established by the IRS, for each day of travel requiring an overnight stay away from the traveler's home. Said allowance covers fees and gratuities for persons who provide services, such as food servers and luggage handlers, and does not require receipts (Except for Board of Supervisors Meals). If applicable (such as a Board of Supervisor meal), gratuities are limited to not exceed 15% of the service costs unless billed by a provider's standard policy at a higher rate.
2. County travelers are eligible to claim the following expenses at actual cost, even if they also qualify for a per diem incidental allowance. Receipts are required.
  - a) County business calls (traveler must annotate purpose of call on the bill)
  - b) fax machine charges incurred to send or receive documents for County use.

- c) copy machine charges incurred to copy documents for County use.
- d) Internet access connection and/or usage fees away from home not to exceed \$15.00 per day, if Internet access is necessary for county related business.
- e) other business related expenses determined to be reasonable and necessary by the department head and the Auditor-Controller.

## **VI. OTHER COUNTY BUSINESS EXPENSES**

### **A. General Guidelines**

In the course of conducting County business, employees, contractors or volunteers may incur business expenses (including meal expenses pursuant to Section V.C) on behalf of the County. Such expenses will be approved for reimbursement if the disbursement meets the following requirements:

- The disbursement is for an ordinary (not extravagant) and necessary expense of conducting County business, or is an expense that is required by the County,
- The expense is approved by a member of the County Board of Supervisors, or a County department head (or his or her designee), and
- The payee accounts for the expense in accordance with the rules for a "Accountable Expense Reimbursement Plan", as set forth in the Internal Revenue Code and related regulations.

### **B. Taxation of Business Expense Reimbursements**

If a reimbursement to an employee, contractor or volunteer meets the requirements of an "Accountable Expense Reimbursement Plan", then such reimbursement will not be reportable for federal or California income tax purposes.

## **VII. CLAIMING PROCEDURES FOR OUT-OF-COUNTY TRAVEL**

### **A. Travel Advance Claims**

#### **1. Authorizations and Eligibility**

- a) Travel advances are strongly discouraged and are only available to County employees. The issuance of travel advances creates double work for departmental and auditor-controller staff and should only be used if a County travel card cannot be used or the employee does not have a personal credit card. Board of Supervisors Members are not eligible for travel advances.

The first choice is for travelers to use their personal credit cards to pay for their

travel expenses and be reimbursed before their monthly statement arrives. Secondly, the County has arranged for the use of the Travel Card to pay many travel related expenses. Departments may use their Travel Cards to pay for airline tickets and conference registration expenses for all of their employees, not just the cardholder. Commercial carrier and conference registration expenses should not be considered in the advance calculation. The third choice would be a cash advance, if necessary.

- b) Travel advances require the authorization of the department head or his/her designee, and the Auditor-Controller or his/her designee.
- c) The net amount of the travel advance shall not exceed the following:
  - (1) 75% of the total estimate for the following travel expenses, exclusive of payments made payable directly to the vendor:
    - (a) lodging (documentation, including at least the confirmation number and hotel name should be provided), including hotel parking
    - (b) rental vehicle transportation;
    - (c) per diem meal allowances;
    - (d) long-term airport parking;
    - (e) other out-of-pocket expenses deemed necessary and reasonable by the Auditor-Controller.
  - (2) 50% of the total estimate of reimbursement for mileage for business use of a private vehicle.
- d) A travel advance shall not be issued for a net amount less than \$100.00 nor more than \$2,000.00.
- e) A travel advance shall not be issued more than thirty (30) calendar days in advance of the commencement of travel.
- f) Travelers are not eligible for an additional travel advance if they have an unsettled advance, unless the advances are for travel taken consecutively. In such case, the sum total of the travel advances shall not exceed \$2,000.00.

## 2. Travel Advance Requests

- a) Requests for travel advances involving travel shall be submitted by the department head to the Auditor-Controller's Office on a completed and signed



"County of Monterey Travel Request" form, accompanied by all documentation relative to the request, at least ten (10) working days in advance of the commencement of travel.

- b) After a completed and approved "County of Monterey Travel Request" form is received by the Auditor-Controller's Office, a warrant payable to the County traveler for the amount requested shall be issued, up to the 100% maximum amount allowed pursuant to this County travel policy.

### 3. Travel Advance Settlements

- a) Within five (5) working days of completion of travel, the County traveler shall submit all receipts for allowable travel expenses to the Department and within fifteen (15) working days of completion of travel to the Auditor-Controller's Office on a completed County claim form. Credit for the travel advance shall be subtracted from the amount owed to the County traveler.
- b) In the event that allowable expenses are less than the amount of the travel advance, the County traveler shall submit the difference in the form of a check or money order made out to the "County of Monterey" with the claim form.
- c) County travelers who cannot provide a required receipt shall reimburse the County for the amount of the money advanced to them for that expense.
- d) Travelers who do not submit the required documentation by the time frames set forth above may lose their eligibility for future travel advances.
- e) Department heads are responsible for ensuring that their employees settle their travel advance claims within the time frames set forth in subsection a) above. Non-compliance may jeopardize advances for the entire department.

## B. Prepaid Vendor Claims

### 1. Vendor Claim Requests

- a) Once travel has been authorized, claims to the vendor may be submitted for lodging and registration fees when there is sufficient time for the check to be processed before the authorized County traveler commences travel.
- b) If the travel requires a "County of Monterey Travel Request" form, the approved form shall be submitted with the claim. If the original has been submitted with a previous claim, then that shall be noted on the claim form and a copy of the form attached.
- c) Whenever possible, the County shall be named as registrant for events to allow

transfer of attendance privilege when conflicts prevent the original registrant from attending.

- d) The County will mail the warrant directly to the vendor unless the traveler requests that the warrant be returned to them to hand carry to the vendor.

## 2. Vendor Claim Settlements

- a) Each vendor claim must have an original receipt attached in order to settle the claim. The required receipts for vendor claims that have been prepaid shall be forwarded to the Auditor-Controller's Office within thirty (30) calendar days after completion of travel.
- b) Claims paid directly to vendors that are not substantiated by receipts within thirty (30) calendar days of the completion of travel shall be considered to be unsettled travel advances to the County traveler.
- c) Department heads are responsible for ensuring that their employees return their receipts within the time frames established by this policy. Non-compliance may jeopardize the department's ability to have travel expenses paid in advance.
- d) In the event that all or a portion of the prepaid cost to a vendor is reduced after the check has been processed, the County traveler is responsible for ensuring that the entire difference is returned to the County within the time frames established for settling the claim.

## C. **Travel Reimbursement Claims**

- 1. After completion of travel, the County traveler shall submit a completed County claim form to the department head for authorization. After review and authorization, the department head shall submit the authorized claim, together with any required receipts, to the Auditor-Controller's Office. Said claim shall be received by the Auditor-Controller's Office within thirty (30) calendar days of the completion of travel.
- 2. The traveler shall not be reimbursed until s/he has signed the certification for the claim that is required by the Auditor-Controller's Office.
- 3. The Auditor-Controller's Office shall review the claim for compliance with applicable County policies and procedures. If approved by the Auditor-Controller's Office, the claim shall be processed and a check sent to the claimant within ten (10) working days. If denied, or denied in part, the department's contact person will be notified immediately. The Auditor-Controller has the final decision on allowable expenses.
- 4. No reimbursement for travel shall be paid to the employee until all required receipts

for the travel claim have been filed with the Auditor-Controller's Office.

5. Travel reimbursements are to be paid via checks and not to be paid via petty cash.

**D. Mileage Claims**

1. Whenever travel requires advance authorization of the department head, or his/her designee, the resulting mileage expense shall be claimed on the same claim form as the other expenses that apply to that travel. The only exception is if mileage is the only expense of the trip, in which case the traveler may claim the mileage on the monthly "Mileage Reimbursement" claim form.
2. Whenever travel does not require advance authorization of the department head, or his/her designee, the resulting mileage expense shall be claimed on the "Mileage Reimbursement" claim form.
3. Mileage claims shall be submitted monthly, unless the total for the month is less than \$50.00, in which case the claim may be held for an additional month. However, the claim must not be held over to the next month more than twice, regardless of the dollar amount.
4. All mileage claims for the last month of the fiscal year must be processed by year-end close.
5. Mileage Claims are to be paid via warrants and not to be paid via petty cash.

**E. Reimbursement by Outside Source**

1. County travelers receiving reimbursement from an outside source for travel on County time shall forward said reimbursement to the Auditor-Controller for handling and deposit if the traveler intends to submit an expense claim to the County or use County resources, including a County vehicle, to travel. In such cases, the traveler shall then be entitled to submit a claim for actual and necessary expenses for transportation, meals, lodging, and incidentals, subject to the claiming conditions set forth in this travel policy. Said reimbursement shall be delivered to the Auditor-Controller's Office within thirty (30) days of the receipt of the funds.
2. If a County volunteer or non-employee will be receiving a per diem or other reimbursement of travel expenses from a source outside of the County, the volunteer shall not be eligible to claim or receive any additional reimbursement from the County for the same expenses.

**F. Late Claims**

If a claim for reimbursement or settlement of a travel claim is submitted after the allowed time frames, the payment to the employee shall not be made until the claim has

been reviewed and approved by the Auditor-Controller or his/her designee.

**G. Travel Card Use**

Subject to the rules contained in the Travel Card Policy, travel expenses (airline, hotel, vehicle rental, gas, emergency repair of county vehicles and airport parking) may be charged to County of Monterey Travel Cards. Prohibited items include employee meals, room service, movies, cash advances, gift cards of any kind, liquor, tobacco and other items prohibited by the Travel Card Policy. Under no circumstances should personal items (even if reimbursed to the county) be charged to the travel card. Expenses paid on the travel card should not be included on a claim for reimbursement.

**VII. INTERPRETATIONS**

The Auditor-Controller, or his/her designee, shall be responsible for interpretations of this policy.

**VIII. EXCEPTIONS**

Exceptions to this policy require the approval of the Auditor-Controller or his/her designee.

**IX. CONFLICT WITH RULES**

In the event that this County Travel policy is in conflict with another County policy, the policy with the strictest application shall prevail.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/31/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (312) 381-1000      FAX (A/C. No.): (312) 381-7007		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Foley & Lardner LLP. 777 East Wisconsin Avenue Milwaukee WI 53202-5367 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Great Northern Insurance Co.		20303
	INSURER B: Federal Insurance Company		20281
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

**COVERAGES      CERTIFICATE NUMBER: 570100993876      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			35964843 General Liability	08/01/2023	08/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Included
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7356-92-37 Auto	08/01/2023	08/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			79883974 Umbrella	08/01/2023	08/01/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y    N/A	2471750990 Workers Compensation	08/01/2023	08/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570100993876

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 County of Monterey, its officers, agents, and employees as Additional Insureds on the General Liability and Automobile Liability policies where required by written contract. Umbrella is a follow form. The General Liability policy is primary and non-contributory to other insurance available to the certificate holder on the General Liability policy where required by written contract.

<b>CERTIFICATE HOLDER</b>  Monterey County Health Department Behavioral Health Bureau Alica Hendricks - Management Analyst III Mental Health Service Act Coordinator 1270 Natividad Road Salinas CA 93906 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------





## Liability Insurance

### Endorsement

<i>Policy Period</i>	AUGUST 1, 2023 TO AUGUST 1, 2024
<i>Effective Date</i>	AUGUST 1, 2023
<i>Policy Number</i>	3596-48-43 CHI
<i>Insured</i>	FOLEY & LARDNER LLP
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	AUGUST 15, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

### Who Is An Insured

#### Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.



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**Liability Endorsement**  
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

**Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

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**Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

## COMMERCIAL AUTOMOBILE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

This endorsement modifies the Business Auto Coverage Form.

#### **1. EXTENDED CANCELLATION CONDITION**

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

#### **2. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is an "insured" under any other automobile policy;
  - (b) That has exhausted its Limit of Insurance under any other policy; or
  - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

##### **C. Lessors as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor; and
  - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
    1. You;
    2. Any of your "employees" or agents; or
    3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

##### **D. Persons And Organizations As Insureds Under A Written Insured Contract**

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:



- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
  - (a) You executed the "insured contract" or written agreement; or
  - (b) The permit has been issued to you.

**3. FELLOW EMPLOYEE COVERAGE**

EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

**4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

**5. AUTO LOAN/LEASE GAP COVERAGE**

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

**c. Unpaid Loan or Lease Amounts**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
  - a. Overdue loan/lease payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

**6. RENTAL AGENCY EXPENSE**

Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

**d. Rental Expense**

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

**MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:**

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

**7. EXTRA EXPENSE – BROADENED COVERAGE**

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

**e. Recovery Expense**

We will pay for the expense of returning a stolen covered "auto" to you.

**8. AIRBAG COVERAGE**

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

**9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - (3) An integral part of such equipment.

**10. GLASS REPAIR – WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same “accident”, the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must promptly notify us when the “accident” is known to:
  - (1) You or your authorized representative, if you are an individual;
  - (2) A partner, or any authorized representative, if you are a partnership;
  - (3) A member, if you are a limited liability company; or
  - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an “accident”, claim, “suit” or “loss” by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

**13. WAIVER OF SUBROGATION**

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for “loss” to which this insurance applies, provided the “insured” has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such “loss”.

To the extent that the “insured’s” rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

**14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

**15. AUTOS RENTED BY EMPLOYEES**

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire. If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

**16. HIRED AUTO – COVERAGE TERRITORY**

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

**17. RESULTANT MENTAL ANGUISH COVERAGE**

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the “bodily injury” sustained by that person.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/06/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (312) 381-1000      FAX (A/C. No.): (312) 381-7007		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Foley & Lardner LLP. 777 East Wisconsin Avenue Milwaukee WI 53202-5367 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Great Northern Insurance Co.		20303
	INSURER B: Federal Insurance Company		20281
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

**COVERAGES      CERTIFICATE NUMBER: 570106213356      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			35964843 General Liability	08/01/2023	08/01/2024	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	Included
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			7356-92-37 Auto	08/01/2023	08/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			79883974 Umbrella	08/01/2023	08/01/2024	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			2471750990 Workers Compensation	08/01/2023	08/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570106213356

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The County of Monterey its officers, agents, and employees are added as Additional Insured as respects the General Liability and Automobile Liability as required per written contract. General Liability and Auto Liability are primary and non-contributory to other insurance available to the certificate holder, but only to the extent required by written contract with the insured. A waiver of subrogation in favor of Additional Insured as respect the General Liability, Auto Liability and Workers Compensation pursuant to a written contract.

<b>CERTIFICATE HOLDER</b>  The County of Monterey 168 W. Alisal Street, 3rd Flr. Attn: Stacy Saetta Deputy County Counsel Salinas, CA 93901-2680 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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## Liability Insurance

### Endorsement

<i>Policy Period</i>	AUGUST 1, 2023 TO AUGUST 1, 2024
<i>Effective Date</i>	AUGUST 1, 2023
<i>Policy Number</i>	3596-48-43 CHI
<i>Insured</i>	FOLEY & LARDNER LLP
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	AUGUST 15, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

### Who Is An Insured

#### Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.



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**Liability Endorsement**  
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

**Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

---

**Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

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**Conditions**

*(continued)*

***Transfer Or Waiver Of  
Rights Of Recovery  
Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

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## COMMERCIAL AUTOMOBILE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

This endorsement modifies the Business Auto Coverage Form.

#### **1. EXTENDED CANCELLATION CONDITION**

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

#### **2. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is an "insured" under any other automobile policy;
  - (b) That has exhausted its Limit of Insurance under any other policy; or
  - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

##### **C. Lessors as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor; and
  - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
    1. You;
    2. Any of your "employees" or agents; or
    3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

##### **D. Persons And Organizations As Insureds Under A Written Insured Contract**

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:



- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
  - (a) You executed the "insured contract" or written agreement; or
  - (b) The permit has been issued to you.

**3. FELLOW EMPLOYEE COVERAGE**

EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

**4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

**5. AUTO LOAN/LEASE GAP COVERAGE**

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

**c. Unpaid Loan or Lease Amounts**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
  - a. Overdue loan/lease payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

**6. RENTAL AGENCY EXPENSE**

Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

**d. Rental Expense**

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

**MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:**

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

**7. EXTRA EXPENSE – BROADENED COVERAGE**

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

**e. Recovery Expense**

We will pay for the expense of returning a stolen covered "auto" to you.

**8. AIRBAG COVERAGE**

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

**9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - (3) An integral part of such equipment.

**10. GLASS REPAIR – WAIVER OF DEDUCTIBLE**



Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same “accident”, the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must promptly notify us when the “accident” is known to:
  - (1) You or your authorized representative, if you are an individual;
  - (2) A partner, or any authorized representative, if you are a partnership;
  - (3) A member, if you are a limited liability company; or
  - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an “accident”, claim, “suit” or “loss” by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

**13. WAIVER OF SUBROGATION**

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for “loss” to which this insurance applies, provided the “insured” has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such “loss”.

To the extent that the “insured’s” rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

**14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

**15. AUTOS RENTED BY EMPLOYEES**

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire. If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

**16. HIRED AUTO – COVERAGE TERRITORY**

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

**17. RESULTANT MENTAL ANGUISH COVERAGE**

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the “bodily injury” sustained by that person.

POLICY NUMBER: (23)7356-92-37

COMMERCIAL AUTO  
16-02-0316 Ed. 10 14

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> FOLEY &amp; LARDNER LLP</p> <p><b>Endorsement Effective Date:</b> 08/01/2023</p>
-----------------------------------------------------------------------------------------------------------

### **SCHEDULE**

<p><b>Name(s) Of Person(s) Or Organization(s):</b>  STATE OF ARIZONA; ARIZONA STATE RETIREMENT SYSTEM  C/O INSURANCE TRACKING SERVICES, INC.  (ITS) P.O. BOX 20270  LONG BEACH, CA 90801</p>
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

**CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

- 1.  Specific Waiver  
Name of person or organization

- Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations:  
ALL CALIFORNA OPERATIONS

- 3. Premium:  
The premium charge for this endorsement shall be 1% percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

- 4. Minimum Premium:

\_\_\_\_\_  
Authorized Representative

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **08-01-23**      Policy No. **71750990**  
Insured **FOLEY & LARDNER LLP**  
Insurance Company **Federal Insurance Company**

Endorsement No.  
Premium \$ **Incl .**

Countersigned By \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/31/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

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<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (312) 381-1000      FAX (A/C. No.): (312) 381-7007 E-MAIL ADDRESS:														
<b>INSURED</b> Foley & Lardner LLP. 777 East Wisconsin Avenue Milwaukee WI 53202-5367 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Great Northern Insurance Co.</td> <td>20303</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great Northern Insurance Co.	20303	INSURER B: Federal Insurance Company	20281	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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Holder Identifier :

**COVERAGES      CERTIFICATE NUMBER: 570107423197      REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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A	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7356-92-37 Auto	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000 BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			79883974 Umbrella	08/01/2024	08/01/2025	EACH OCCURRENCE      \$1,000,000 AGGREGATE      \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y    N/A	2571750990 Workers Compensation	08/01/2024	08/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT      \$1,000,000 E.L. DISEASE-EA EMPLOYEE      \$1,000,000 E.L. DISEASE-POLICY LIMIT      \$1,000,000

Certificate No : 570107423197

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Monterey County General Services Contracts/Purchasing Division 1590 Moffett St. Salinas CA 93905-3342 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <div style="text-align: center; font-family: cursive;">                     Aon Risk Services Central, Inc.                 </div>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/31/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (312) 381-1000      FAX (A/C. No.): (312) 381-7007		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Foley & Lardner LLP. 777 East Wisconsin Avenue Milwaukee WI 53202-5367 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Great Northern Insurance Co.		20303
	INSURER B: Federal Insurance Company		20281
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

**COVERAGES      CERTIFICATE NUMBER: 570107423198      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			35964843 General Liability	08/01/2024	08/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Included
A	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7356-92-37 Auto	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
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Certificate No : 570107423198

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

County of Monterey, its officers, agents, and employees as Additional Insureds on the General Liability and Automobile Liability policies where required by written contract. Umbrella is a follow form. The General Liability policy is primary and non-contributory to other insurance available to the certificate holder on the General Liability policy where required by written contract.

<b>CERTIFICATE HOLDER</b>  Monterey County Health Department Behavioral Health Bureau Alica Hendricks - Management Analyst III Mental Health Service Act Coordinator 1270 Natividad Road Salinas CA 93906 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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**RENEWAL AND AMENDMENT NO. 6  
TO AGREEMENT FOR SPECIALIZED  
ATTORNEY SERVICES BY AND  
BETWEEN COUNTY OF MONTEREY  
AND FOLEY & LARDNER, LLP**

**THIS RENEWAL AND AMENDMENT NO. 6** to Agreement, No. A-13173 (“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 Monterey County Health Department, and Foley & Lardner, LLP (hereinafter referred to as "CONTRACTOR") with respect to the following.

**WHEREAS**, on June 21, 2016, County and CONTRACTOR entered into AGREEMENT in the amount of \$300,000 with a term of May 1, 2016 through June 30, 2018; and

**WHEREAS**, County and CONTRACTOR entered into AMENDMENT NO. 1 to said AGREEMENT to increase the total amount of the AGREEMENT to \$330,000, extend the term of the AGREEMENT to June 30, 2019 and replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-1 to modify the Fee Schedule; and

**WHEREAS**, County and CONTRACTOR entered into AMENDMENT NO. 2 to said AGREEMENT to extend the term of the AGREEMENT to June 30, 2020 and replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-2 to modify the Fee Schedule; and

**WHEREAS**, County and CONTRACTOR entered into AMENDMENT NO. 3 to said AGREEMENT to increase the total amount of the AGREEMENT to \$480,000, due to the extended term and added services; and

**WHEREAS**, County and CONTRACTOR entered into AMENDMENT NO. 4 to said AGREEMENT to extend the term of the AGREEMENT to June 30, 2021, replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-3 to modify the Fee Schedule, and to increase the total amount of the AGREEMENT to \$530,000, due to the extended term and added services; and

**WHEREAS**, County and CONTRACTOR entered into AMENDMENT NO. 5 to said AGREEMENT to extend the term to June 30, 2023, replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-4 to modify the Fee Schedule, and increase the total amount of the AGREEMENT to \$730,000, due to the extended term and added services; and

**WHEREAS**, the AGREEMENT expired by its terms on June 30, 2023; and

**WHEREAS**, the County and CONTRACTOR mutually desire to reinstate the AGREEMENT with effect retroactive to July 1, 2023; and

**WHEREAS**, County and CONTRACTOR wish to renew and amend the AGREEMENT on the same or similar terms, to extend the term for an additional two years, replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-5 to modify the Fee Schedule, and increase the total amount of the AGREEMENT to \$930,000 due to the extended term and added services.

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


1. The AGREEMENT shall be, and hereby is, retroactively reinstated in its entirety as of July 1, 2023 and shall be, and shall be considered to have been, at all relevant times as provided herein, in full force and effect as if the same had never expired.
2. Paragraph 2.0 "PAYMENT PROVISIONS" shall be amended by removing "County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-3, subject to the limitations set forth in this AGREEMENT. The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$730,000" and replacing it with "County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-5, subject to the limitations set forth in this AGREEMENT. The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$930,000."
3. Paragraph 3.0 "TERM OF AGREEMENT" shall be amended by removing "The term of this AGREEMENT is from May 01, 2016 to June 30, 2023, unless sooner terminated pursuant to the terms of the AGREEMENT" and replacing it with "The term of this AGREEMENT is from May 01, 2016 to June 30, 2025 unless sooner terminated pursuant to the terms of this AGREEMENT."
4. EXHIBIT A-5 SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A-4. All references in the AGREEMENT to EXHIBIT A or EXHIBIT A-1, EXHIBIT A-2, EXHIBIT A-3, or EXHIBIT A-4 shall be construed to refer to EXHIBIT A-5. This EXHIBIT A-5 is effective July 1, 2023 through June 30, 2025.
5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT that are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 6 shall continue in full force and effect as set forth in the AGREEMENT.
6. This RENEWAL AND AMENDMENT NO. 6 shall be effective July 1, 2023.
7. A copy of this RENEWAL AND AMENDMENT NO. 6 shall be attached to

the original AGREEMENT executed by the County on June 21, 2016.

**IN WITNESS WHEREOF**, County and CONTRACTOR have executed this RENEWAL AND AMENDMENT NO. 6 as of the day and year written below.

DATED: 8/14/23

COUNTY

By   
\_\_\_\_\_  
Leslie J. Girard  
County Counsel-Risk Manager  
County of Monterey


DATED: June 27, 2023

CONTRACTOR

By   
\_\_\_\_\_  
Kimberly A. Klihsport, Managing Partner  
Foley & Lardner, LLP

APPROVED AS TO FORM AND LEGALITY

DATED: 6/29/2023 | 8:30 AM PDT

DocuSigned by:  
By   
\_\_\_\_\_  
Stacy L. Saetta  
COES: 80E5144A9...  
Chief Deputy County Counsel



**EXHIBIT A-5**

**FEES AND EXPENSES**

The County shall pay CONTRACTOR 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. CONTRACTOR shall bill the 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, 2023 THROUGH JUNE 30, 2025**

**PARTNERS**

(All Offices) \$695 -- \$1250

**OF COUNSEL, SPECIAL COUNSEL**

(All Offices) \$650 -- \$995

**SENIOR COUNSEL**

(All Offices) \$625 -- \$735

**ASSOCIATES**

(All Offices) \$400 -- \$675

**PARALEGALS**

(All Offices) \$325 -- \$395

**SUMMER ASSOCIATES**

(All Offices) \$250

Rates will reflect discount from the firm's published rates.



## Monterey County Board of Supervisors

### Board Order

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

[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Glenn Church to:

**Agreement No.: A-13173 ; Amendment No.: 6**

Approve and authorize the County Counsel to execute Renewal and Amendment No. 6 to Agreement A-13173 with Foley & Lardner, LLP, for independent consulting and legal services for the Health Department, extending the term two years (July 1, 2023, through June 30, 2025) for a revised full term of May 1, 2016, through June 30, 2025, and increasing the total Agreement by \$200,000 for a total Agreement liability not to exceed \$930,000.

PASSED AND ADOPTED on this 11<sup>th</sup> day of July 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, 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 82 for the meeting July 11, 2022.

Dated: July 12, 2023  
File ID: A 23-331  
Agenda Item No.: 27

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

A handwritten signature in blue ink that reads "Emmanuel H. Santos".

Emmanuel H. Santos, Deputy



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/27/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

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<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (312) 381-1000      FAX (A/C. No.): (312) 381-7007 <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> Foley & Lardner LLP. 777 East Wisconsin Avenue Milwaukee WI 53202-5367 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Great Northern Insurance Co.</td> <td style="text-align: center;">20303</td> </tr> <tr> <td>INSURER B: Chubb Indemnity Insurance Co.</td> <td style="text-align: center;">12777</td> </tr> <tr> <td>INSURER C: Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great Northern Insurance Co.	20303	INSURER B: Chubb Indemnity Insurance Co.	12777	INSURER C: Federal Insurance Company	20281	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

Holder Identifier :

**COVERAGES      CERTIFICATE NUMBER: 570094700608      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

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Certificate No : 570094700608

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 County of Monterey, its officers, agents, and employees are added Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations as respects the General Liability and Automobile Liability as required per written contract. Umbrella is a follow form. 30-day notice of cancellation to policy named insured, except 10 days for non-payment. General Liability is primary and non-contributory to other insurance available to the certificate holder, but only to the extent required by written contract with the insured.

<b>CERTIFICATE HOLDER</b>  Monterey County Health Department Behavioral Health Bureau Alica Hendricks - Management Analyst III Mental Health Service Act Coordinator 1270 Natividad Road Salinas CA 93906 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <div style="text-align: center;"><i>Aon Risk Services Central Inc.</i></div>
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## Liability Insurance

### Endorsement

*Policy Period*            AUGUST 1, 2022 TO AUGUST 1, 2023

*Effective Date*            AUGUST 1, 2022

*Policy Number*            3596-48-43 CHI

*Insured*                    FOLEY & LARDNER LLP

*Name of Company*        GREAT NORTHERN INSURANCE COMPANY

*Date Issued*              AUGUST 17, 2022

This Endorsement applies to the following forms:

#### GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

#### Who Is An Insured

##### *Additional Insured - Scheduled Person Or Organization*

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

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## **Liability Endorsement** *(continued)*

Under Conditions, the following provision is added to the condition titled Other Insurance.

### **Conditions**

#### ***Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization***

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

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### **Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

*Authorized Representative*



## COMMERCIAL AUTOMOBILE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

This endorsement modifies the Business Auto Coverage Form.

#### **1. EXTENDED CANCELLATION CONDITION**

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

#### **2. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is an "insured" under any other automobile policy;
  - (b) That has exhausted its Limit of Insurance under any other policy; or
  - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

##### **C. Lessors as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor; and
  - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  1. You;
  2. Any of your "employees" or agents; or
  3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

##### **D. Persons And Organizations As Insureds Under A Written Insured Contract**

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
  - (a) You executed the "insured contract" or written agreement; or
  - (b) The permit has been issued to you.

**3. FELLOW EMPLOYEE COVERAGE**

EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

**4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

**5. AUTO LOAN/LEASE GAP COVERAGE**

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

**c. Unpaid Loan or Lease Amounts**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
  - a. Overdue loan/lease payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

**6. RENTAL AGENCY EXPENSE**

Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

**d. Rental Expense**

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

**MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:**

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

**7. EXTRA EXPENSE – BROADENED COVERAGE**

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

**e. Recovery Expense**

We will pay for the expense of returning a stolen covered "auto" to you.

**8. AIRBAG COVERAGE**

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

**9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - (3) An integral part of such equipment.

**10. GLASS REPAIR – WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
  - (1) You or your authorized representative, if you are an individual;
  - (2) A partner, or any authorized representative, if you are a partnership;
  - (3) A member, if you are a limited liability company; or
  - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

**13. WAIVER OF SUBROGATION**

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

**14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

**15. AUTOS RENTED BY EMPLOYEES**

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**16. HIRED AUTO – COVERAGE TERRITORY**

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

**17. RESULTANT MENTAL ANGUISH COVERAGE**

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.





# Monterey County Board of Supervisors

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## Board Order

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis A. Alejo to:

**Agreement No.: A-15957**

- a. Approve and accept the Student Placement Agreement template to be used in partnering with universities and colleges for the placement of students within the Natividad Medical Center (NMC) to complete internship/externship assignments as part of their field education and service learning requirements for their respective field of study program; and
- b. Approve and authorize updates to the Student Placement Agreement template in accordance with local, state, and federal law, subject to review and approval of County Counsel; and
- c. Approve and authorize amendments to the text of the Student Placement Agreements that do not significantly change the level of risk or the scope of a party's obligations or responsibilities, subject to review and approval of County Counsel and County Risk Manager; and
- c. Approve and authorize use of student placement agreement templates from partnering universities and colleges where the terms are not significantly different from the Student Placement Agreement template, do not significantly change the level of risk or the scope of a party's obligation

PASSED AND ADOPTED on this 26th day of July 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams  
NOES: None  
ABSENT: None  
(Government Code 54953)

I, Valerie Ralph, 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 82 for the meeting July 26, 2022.

Dated: August 3, 2022  
File ID: A 22-387  
Agenda Item No.: 27

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

  
Emmanuel H. Santos, Deputy