



## 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 Chris Lopez, seconded by Supervisor Mary L. Adams to:

**Agreement No.: A-15425 ; Amendment No.: 1**

- a. Authorize the County Counsel to execute an Amendment No. 2 to an Agreement for Specialized Attorney Services (“Agreement”) with Foley & Lardner, LLP for independent consulting and legal services with respect to healthcare matters at Natividad Medical Center (“Natividad”), adding one year for a revised full term of July 1, 2021, through June 30, 2026, and adding \$300,000 for a revised total agreement amount not to exceed \$1,100,000; and
- b. Authorize the County Counsel to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$80,000) of the agreement amount, for a revise total agreement amount of \$1,180,000, and do not significantly change the scope of work.

PASSED AND ADOPTED on this 9<sup>th</sup> day of July 2024, by roll call vote:

AYES: Supervisors Church, Lopez, Askew, and Adams

NOES: None

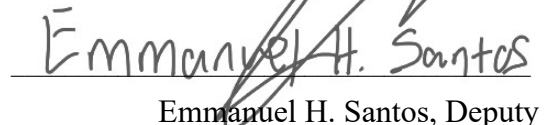
ABSENT: Supervisor Alejo

Motion passed 4 to 0

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 9, 2024.

Dated: July 9, 2024  
File ID: A 24-313  
Agenda Item No.: 18

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

  
Emmanuel H. Santos, Deputy

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

**THIS AMENDMENT NO. 2** to Agreement for Specialized Attorney Services ("AGREEMENT") for the provision of legal services is made by and between the COUNTY OF MONTEREY, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), on behalf of Natividad Medical Center, and FOLEY & LARDNER, LLP (hereinafter referred to as "ATTORNEY"), with respect to the following.

**WHEREAS**, COUNTY and ATTORNEY entered into AGREEMENT in the amount of \$500,000 with a term of July 1, 2021 to June 30, 2024; and

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

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

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

1. Paragraph 1.01 of Section 1, EFFECTIVE DATE AND TERM. Paragraph 1.01 shall be amended and restated in its entirety as follows:

"1.01. This Agreement shall be effective as of July 1, 2021, and shall terminate on June 30, 2026, unless earlier terminated as set forth below. This Agreement may be amended from time-to-time upon the written mutual agreement of the parties."

2. Paragraph 3.02. Paragraph 3.02, Budget, shall be amended and restated in its entirety as follows:

"3.02. Budget. ATTORNEY and COUNTY agree that the budget for services pursuant to this Agreement is the sum of \$1,100,000.00. ATTORNEY and COUNTY shall revise the budget as necessary to reflect additional fees and expenses required for services, and this Agreement shall be amended accordingly to provide for such budget increases. Proposed budget increases must be approved by COUNTY before increased charges or expenditures are paid. ATTORNEY shall notify the County

Agreement for Specialized Attorney Services with FOLEY & LARDNER, LLP  
Term: July 1, 2021 to June 30, 2026  
NTE: \$1,100,000


Counsel in writing when fifty percent (50%) and seventy-five percent (75%) of the Budget has been spent. If COUNTY does not approve additional fees and expenses required by the project beyond the initial and revised budget, COUNTY hereby agrees that ATTORNEY has the right to terminate work on the matter and that ATTORNEY need not perform further services pursuant to this Agreement. COUNTY will compensate ATTORNEY for all necessary and reasonable costs incurred on behalf of COUNTY as set forth herein.

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

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

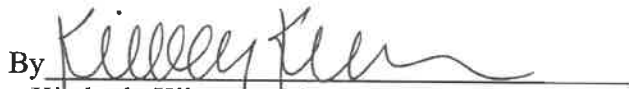
DATED: 8/8/24

COUNTY

By   
Susan K. Blich  
County Counsel  
County of Monterey

DATED: June 6, 2024

ATTORNEY

By   
Kimberly Klinsport, Managing Partner  
Foley & Lardner, LLP

APPROVED AS TO FORM AND LEGALITY

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

DocuSigned by:  
By Stacy Saetta  
696D21D44C4341D...  
Stacy L. Saetta  
Chief Deputy County Counsel

APPROVED AS TO FINANCIAL TERMS

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

DocuSigned by:  
By Jennifer Forsyth  
4F7E6678754544E...  
Jennifer Forsyth  
Title Auditor-Controller Analyst II

## **EXHIBIT B**

### **FEES AND EXPENSES**

COUNTY shall pay ATTORNEY the fees and necessary expenses for services performed under this Agreement. The attorney fees and expenses shall be calculated and charged in accordance with the hourly rates identified below and with the expense method of billing identified in this Agreement. ATTORNEY shall bill COUNTY for the professional services of its attorneys at their standard hourly billing rate applicable for the particular fiscal period, or rate as may otherwise be discounted and applied. These rates may change from time to time. Changes in attorney fees and expenses are not binding unless mutually agreed upon in a writing signed by the parties.

#### **FEE SCHEDULE EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2026**

##### **PARTNERS**

(All Offices) \$775 -- \$1350

##### **OF COUNSEL,**

(All Offices) \$770 -- \$1350

##### **SPECIAL COUNSEL**

(All Offices) \$650 -- \$1350

##### **SENIOR COUNSEL**

(All Offices) \$730 -- \$850

##### **ASSOCIATES**

(All Offices) \$500 -- \$785

##### **PARALEGALS, SUMMER CLERKS, LITIGATION/PROJECT SPECIALIST ASST.**

(All Offices) \$295 -- \$595

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