



## Monterey County Board of Supervisors

### Board Order

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1st Floor  
Salinas, CA 93901  
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A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Luis A. Alejo to:

**Agreement No.: A-15263 ; Amendment No.: 3**

Authorize the County Counsel to execute an Amendment No. 3 to Agreement with Hooper, Lundy & Bookman PC, for legal services with respect to healthcare matters, adding \$300,000 for a revised contract amount of \$1,900,000, with no change to the full term of July 1, 2018, through June 30, 2025.

PASSED AND ADOPTED on this 4<sup>th</sup> day of June 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, 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 June 4, 2024.

Dated: June 5, 2024  
File ID: A 24-230  
Agenda Item No.: 25

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

**AMENDMENT NO. 3  
TO AGREEMENT FOR SPECIALIZED  
ATTORNEY SERVICES BY AND BETWEEN  
COUNTY OF MONTEREY AND  
HOOPER LUNDY & BOOKMAN, P.C.**

**THIS AMENDMENT NO. 3** to Agreement for Specialized Attorney Services ("AGREEMENT") for the provision of legal services is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "County"), on behalf of Natividad Medical Center, County's owned and operated acute care facility, and Hooper Lundy & Bookman, a California Professional Corporation (hereinafter referred to as "ATTORNEY"), with respect to the following.

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

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

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

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

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

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

1. 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 initial budget for services pursuant to this Agreement shall not exceed the sum of \$1,900,000. 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 accrued. ATTORNEY shall notify the County 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 consents to ATTORNEY's withdrawal as counsel or co-counsel in any cases.”

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.

Agreement for Specialized Attorney Services with Hooper Lundy & Bookman, P.C.

Term: July 1, 2018 – June 30, 2025

NTE: \$1,900,000

3. This AMENDMENT NO. 3 shall be effective July 1, 2024.
4. A copy of this AMENDMENT NO. 3 shall be attached to the original AGREEMENT executed by the County.

**IN WITNESS WHEREOF**, County and ATTORNEY have executed this AMENDMENT NO. 3 as of the day and year written below.

DATED: 5/9/24


COUNTY

By   
Susan K. Blitch  
County Counsel

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

ATTORNEY

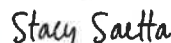
DATED: 5/3/2024 | 7:36 AM PDT

DocuSigned by:  
  
By 366EB98BA66649F  
Alicia W. Macklin, Esq.  
Hooper Lundy & Bookman, P.C.

APPROVED AS TO FORM AND LEGALITY

SUSAN K. BLITCH  
County Counsel

DATED: 5/7/2024 | 9:52 AM PDT

DocuSigned by:  
  
By C0ECE1B99F444A9  
Stacy L. Saetta  
Chief Deputy County Counsel

APPROVED AS TO FINANCIAL  
TERMS

DATED: 5/8/2024 | 7:14 AM PDT

DocuSigned by:  
*Patricia Ruiz*  
By E79EF64E67454F8...  
Title Auditor Controller Analyst I  
Auditor-Controller's Office