AMENDMENT NO. 4 TO AGREEMENT FOR SPECIALIZED ATTORNEY SERVICES BY AND BETWEEN COUNTY OF MONTEREY & PILLSBURY WINTHROP SHAW PITTMAN LLP

THIS AMENDMENT NO. 4 to Agreement for Specialized Attorney Services ("AGREEMENT") for the provision of legal services is made by and between the COUNTY OF MONTEREY, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), on behalf of the Monterey County Health Department, and Pillsbury Winthrop Shaw Pittman LLP (hereinafter referred to as "ATTORNEY"), with respect to the following.

WHEREAS, COUNTY and ATTORNEY entered into AGREEMENT in the amount of \$25,000 with a term of May 15, 2021 to June 30, 2022; and

WHEREAS, COUNTY and ATTORNEY amended the AGREEMENT on January 26, 2022 via Amendment #1 to extend the term of the AGREEMENT two (2) years through June 30, 2024 and add an additional \$50,000 for a total amount not to exceed \$75,000.

WHEREAS, COUNTY and ATTORNEY amended the AGREEMENT via Amendment #2 to update the hourly rates set forth in Exhibit A of the AGREEMENT.

WHEREAS, COUNTY and ATTORNEY amended the AGREEMENT via Amendment #3 to extend the term one year through June 30, 2025 with no change to Exhibit A "Scope of Services/Additional Provisions" and no change to the total amount not to exceed of \$75,000.

WHEREAS, COUNTY and ATTORNEY wish to amend the AGREEMENT to extend the term an additional one (1) year through June 30, 2026 and update the hourly rates set forth in Exhibit A of the AGREEMENT with no change to the total amount not to exceed of \$75,000.

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

- 1. <u>Paragraph 1.01.</u> paragraph 1.01, Term, shall be amended and restated in its entirety as follows:
 - "1.01. Term. The term of this Agreement is May 15, 2021, through June 30, 2026, unless early terminated as set forth below. This Agreement may be amended from time-to-time upon the mutual agreement of the parties."
- 2. Exhibit A. "Scope of Services/Payment Provisions" shall be replaced and restated in its entirety as follows.

Amendment No. 4 to Agreement for Specialized Attorney Services with Pillsbury Winthrop Shaw Pittman LLP

Term: May 15, 2021 to June 30, 2026

NTE: \$75,000

3. This AMENDMENT NO. 4 shall be effective January 1, 2025.

A copy of this AMENDMENT NO. 4 shall be attached to the original AGREEMENT executed by the County.

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

DATED:	COUNTY
	BySusan K. Blitch County Counsel County of Monterey
DATED: 5-16-25	ATTORNEY
	By Marcus Wu, Esq. Partner Pillsbury Winthrop Shaw Pittman LLP
DATED: 5/16/2025 1:32 PM PDT	APPROVED AS TO FORM AND LEGALITY By Stary Sutta Stacy L. Saetta Chief Deputy County Counsel
DATED: 5/23/2025 10:18 AM PDT	APPROVED AS TO FINANCIAL TERMS Docusigned by: Ma Mon Chief Deputy Auditor-Controller

Amendment No. 4 to Agreement for Specialized Attorney Services with Pillsbury Winthrop Shaw Pittman LLP

Term: May 15, 2021 to June 30, 2026

NTE: \$75,000

EXHIBIT A

SCOPE OF SERVICES/PAYMENT PROVISIONS

ATTORNEY shall provide independent legal services to the County consisting of advising the County on the federal and state laws governing its compensation, benefits, and payroll programs.

County shall pay ATTORNEY the fees and necessary expenses for services performed under this Agreement. The fees and expenses shall be calculated and charged in accordance with the hourly rates and expense method of billing identified below.

Attorney	Hourly Rate
Marcus Wu	\$825
William Bonano	\$825
Amber Ward	\$825
Jennifer Wong	\$675

Services and expenses include telephone, telecopier, postage, photocopying (not to exceed 5 cents per page for black and white copies and 10 cents per page for color copies), computerized research, computer services, messenger services, expert witness and consultant fees. All such fees to be billed at actual cost (except for photocopying, as noted above); prior written consent to be obtained prior to engaging any experts or consultants.

COUNTY will not pay ATTORNEY for travel time. COUNTY will reimburse ATTORNEY for the actual expenses related to the travel in accordance with the above terms.

ATTORNEY will bill monthly for work performed and costs advanced. ATTORNEY will bill all overhead expenses, such as long distance telephone charges, facsimile transmission charges, photocopying and delivery expenses, as costs advanced. All overhead expenses will be billed at ATTORNEY's cost.

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Term: May 15, 2021 to June 30, 2026

NTE: \$<u>75,000</u>