SECOND AMENDMENT AGREEMENT FOR LEGAL SERVICES BY AND BETWEEN COUNTY OF HUMBOLDT AND MURPHY AUSTIN ADAMS SCHOENFELD LLP

This Second Amendment to the Agreement for Legal Services dated October 2, 2018, as amended on February 28, 2023, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Murphy Austin Adams Schoenfeld LLP, a limited liability partnership, hereinafter referred to as "ATTORNEY," is entered into this _____ day of 2025.

WHEREAS, COUNTY, by and through its County Counsel's Office, desired to retain a qualified professional organization to provide legal assistance with construction-related matters on an as-needed basis; and

WHEREAS, on October 2, 2018, COUNTY and ATTORNEY entered into an Agreement for Legal Services ("Legal Services Agreement") regarding the provision of such legal assistance; and

WHEREAS, on February 28, 2023, COUNTY and ATTORNEY agreed to amend the Legal Services Agreement in order to adjust the rates of compensation set forth therein; and

WHEREAS, COUNTY and ATTORNEY now desire to amend certain provisions of the Legal Services Agreement in order to further adjust the rates of compensation set forth therein.

NOW THEREFORE, COUNTY and ATTORNEY mutually agree as follows:

- 1. The Legal Services Agreement is hereby amended to delete "Exhibit A to Agreement for Legal Services (Amended)" ("Exhibit A") and replace it in its entirety with the modified version of Exhibit A that is attached hereto and incorporated herein by reference as if set forth in full. The modified version of Exhibit A attached hereto shall supersede any and all prior versions thereof as of January 1, 2025.
- 2. Except as modified herein, the Legal Services Agreement dated October 2, 2018, as amended on February 28, 2023, shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Legal Services Agreement, or any prior amendments thereto, the provisions of this Second Amendment shall govern.

[Signatures on Following Page]

Murphy Austin Adams Schoenfeld

IN WITNESS WHEREOF, the parties have entered into this Second Amendment to the Agreement for Legal Services dated October 2, 2018 as of the first date written above.

MURPHY AUSTIN ADAMS SCHOENFELD LLP:

By:

Name: J. Scott Alexander

Title: Partner

<u>COUNTY OF HUMBOLDT</u>:

Just Abrat

By:

Michelle Bushnell, Chair Humboldt County Board of Supervisors

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:

: ________Risk Management

LIST OF EXHIBITS:

Exhibit A to Agreement for Legal Services (Second Amended)

Date: 03/12/2025

Exhibit A to Agreement for Legal Services (Second Amended)

March 11, 2023

GENERAL DESCRIPTION OF MATTER

The general nature of the matters for which legal services are to be provided by Murphy Austin Adams Schoenfeld LLP pursuant to the Agreement are the following:

Existing matters for the County of Humboldt include the following:

• Provide advice on general construction matters concerning Juvenile Hall Replacement Facility Project (File No. 5884.001); and

• Revisions to Public Works Front End Documents (File No. 5884.002).

The applicable Legal Services Agreement ("LSA") for these matters is the September 6, 2018 Agreement for Legal Services, which shall continue in full force and effect.

SCHEDULE OF RATES

Our customary fees are based on time expended. Our current hourly fee rates range from \$235.00 to \$695.00, depending on the experience of the lawyers, paralegals and document technicians performing the work, the difficulty of the work, the time demands on the firm, the results produced and other factors. We continue to reserve the right from time to time to adjust our hourly fee rates. We anticipate that the following individuals having the current hourly fee rates besides such individuals' names will be primarily involved in this matter:

	Hourly Billing Rate
Partner	\$360.00
Partner	\$360.00
Associate	\$300.00
Paralegal	\$250.00
	Partner Associate

INITIAL DEPOSIT

The amount of the initial deposit referred to in Paragraph 3(f) of the Agreement is \$0.



Initial

CLIENT