

**AMENDMENT #1 TO PROFESSIONAL SERVICES A
AGREEMENT BETWEEN THE COUNTY OF MONTEREY
&
THE LAW OFFICE OF TARA A. HIGGINS**

THIS AMENDMENT is made to the AGREEMENT for legal representation services by and between The Law Office of **TARA A. HIGGINS**, Attorney at Law, State Bar #125128 hereinafter referred to as “Attorney”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County.”

WHEREAS, the County and Attorney wish to amend the AGREEMENT to extend the term and the agreement for one additional year, through June 30, 2023, and to increase the total amount of the AGREEMENT by \$108,675 to compensate Attorney for the period of July 1, 2022 through June 30, 2023.

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

1. Section 2.02, “**Monthly Reports by the Attorney,**” shall be amended by deleting the following language, “*Failure to comply may cause delay in payment.*”
2. Section 4.01, “**Monthly Payments by County,**” shall be amended by deleting the following language, “*Subject to the limitations set forth herein, the County through the Auditor-Controller shall pay the Attorney a monthly payment equal to 1/12th of the maximum amount of the County’s liability over the full term of this Agreement, payable on or before the thirtieth day of each month during the term of this Agreement for those services rendered in the immediately preceding month pursuant to this Agreement*” and replacing it with, “**During the period of July 1, 2022 through June 30, 2023, compensation in the amount of \$108,675 shall be paid to Attorney, in monthly payments of \$9,056.25, payable on or before the thirtieth day of each month during this time period for those services rendered in the immediately preceding month pursuant to this Agreement.**”
3. Section 4.02, “**Maximum Payment by the County,**” shall be amended by removing, “*The maximum compensation to be paid by the County, except as provided in Section 4.03, over the full term of this Agreement shall not exceed \$103,500.00*” and replacing it with, “**The maximum compensation to be paid by the County, except as provided in Section 4.03, over the full term of this Agreement shall not exceed two hundred twelve thousand one hundred seventy-five dollars (\$212,175.00).**”
4. Section 5.01, “**Duration of Agreement,**” shall be amended by removing, “*This Agreement shall be in full force and effect commencing on July 1, 2021, and ending on June 30, 2022, unless sooner terminated as provided herein*” and replacing it with, “**This Agreement shall be in full force and effect commencing on July 1, 2021 and ending on June 30, 2023, unless sooner terminated as provided herein.**”

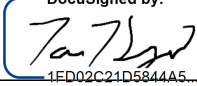
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year written below.

County of Monterey:

By: _____
Contracts/Purchasing Officer

Date: _____

Attorney:

DocuSigned by:

By: _____
Tara A. Higgins, Attorney at Law

Date: 4/26/2022

Approved:

DocuSigned by:

By: _____
**Juliet Peck or Michael Lawrence
ADO, Contract Administrator**

Date: 4/26/2022


Approved:

DocuSigned by:

By: _____
**Susan E. Chapman
Public Defender**

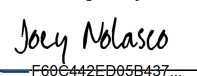
Date: 4/26/2022

Approved as to Form:

DocuSigned by:

By: _____
Deputy County Counsel

Name: Stacy Sietta
Date: 4/26/2022

Approved as to Fiscal Provisions:

DocuSigned by:

By: _____
Deputy Auditor/Controller

Name: Joey Nolasco
Date: 4/28/2022

Approved as to Indemnity/Insurance Language:

By: _____
Name: _____

Date: _____

*INSTRUCTIONS: If ATTORNEYS 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 ATTORNEY 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 ATTORNEY is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.