

**AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF MONTEREY
&
THE LAW OFFICE OF KELLY DUNCAN**

THIS AMENDMENT is made to the AGREEMENT for legal representation services by and between **the Law Office of Kelly Duncan**, hereinafter "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 of the agreement for one additional year, through June 30, 2019, and to increase the total amount of the AGREEMENT by \$84,000.00 to compensate Attorney for the period of July 1, 2018 through June 30, 2019.

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

1. 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 Exhibit A and Section 4.03, over the full term of this Agreement shall not exceed eighty-four thousand dollars (\$84,000.00)*" and replacing it with "*The maximum compensation to be paid by the County, except as provided in Exhibit A and Section 4.03, over the full term of this Agreement shall not exceed one hundred and sixty-eight thousand dollars (\$168,000.00).*"
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 1/12 of the maximum amount of the County's liability over the full term equal to 1/12 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, 2018 through June 30, 2019, compensation in the amount of \$84,000.00 shall be paid to Attorney, in monthly payments of \$7,000, 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 5.01, "Duration of Agreement," shall be amended by removing "*This Agreement shall be in full force and effect commencing on July 1, 2017 and ending on June 30, 2018, unless sooner terminated as provided herein*" and replacing it with "*This Agreement shall be in full force and effect commencing on July 1, 2017 and ending on June 30, 2019, unless sooner terminated as provided herein.*"

4. Exhibit A to the Agreement, "Maximum Payment by the County," shall be amended by removing "*The maximum compensation to be paid by the County over the full term of this Agreement shall not exceed eighty-four thousand dollars (\$84,000.00)*" and replacing it with "*The maximum compensation to be paid by the County over the full term of this Agreement shall not exceed one hundred sixty-eight thousand dollars (\$168,000.00).*"
5. Exhibit A to the Agreement, "Extraordinary Expenses," shall be amended by removing "*County and Contractor agree that the compensation paid pursuant to this Agreement is sufficient to cover ordinary expenses, and those ordinary expenses are included in the contract maximum payment of \$84,000.00*" and replacing it with "*County and Attorney agree that the compensation paid pursuant to this Agreement is sufficient to cover ordinary expenses, and those ordinary expenses are included in the contract maximum payment of \$168,000.00*" and by removing "*In no event shall payments to Contractor cause the total compensation paid under this contract to exceed \$84,000.00*" and replacing it with "*In no event shall payments to Attorney cause the total compensation paid under this contract to exceed \$168,000.00.*"
6. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by the AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
7. A copy of this AMENDMENT #1 shall be attached to the original AGREEMENT executed by the County on July 27, 2017.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

The Law Offices of Kelly Duncan

Contracts/Purchasing Officer

Dated: _____

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated: _____

Approved as to Liability Provisions:

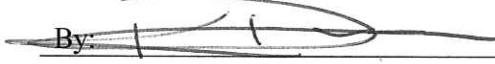
Risk Management

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

By: 

Kelly Duncan - Attorney
Printed Name and Title

Dated: 5/24/18

By: _____

ADO, Contractor Administrator

Frank W. Dice

Printed Name and Title

Dated: _____

*INSTRUCTIONS: If ATTORNEY 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.