

**AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT  
COUNTY OF MONTEREY & FRANK DICE**

**THIS AMENDMENT** is made to the Agreement for attorney supervision and case management monitoring of the Alternate Defender Office by and between **FRANK DICE**, hereinafter "Attorney" or "CONTRACTOR," and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the Agreement between Attorney and County will expire, by its terms, on June 30, 2019; and

WHEREAS, the County and Attorney wish to amend the Agreement to extend of the term of the AGREEMENT through October 31, 2019, and to increase the total amount of the agreement by \$32,000 to compensate Attorney for services rendered during the period of July 1, 2019 through October 31, 2019.

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

1. Section 2.01, "PAYMENTS BY THE COUNTY," shall be amended by deleting "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$96,000" and replacing it with "*The total amount payable by County to Attorney under this Agreement shall not exceed the sum of One hundred and twenty-eight thousand dollars (\$128,000).*"
2. The Agreement shall be amended by adding Section 2.02, entitled "MONTHLY PAYMENTS BY COUNTY," and shall provide "*During the period of July 1, 2019 through October 31, 2019, compensation in the amount of \$32,000 shall be paid to Attorney, in monthly payments of \$8,000, payable on or before the thirtieth day of each month for services rendered in the immediately preceding month. If County terminates the Agreement on ten (10) days' notice or terminates immediately, as provided by Paragraph 3 of this Amendment, below, Attorney shall be paid, pro rata, for the portion of the month actually worked.*"
3. Section 3.02, shall be amended by deleting "The County reserves the right to cancel this Agreement or any extension of this Agreement, without cause, with a thirty day (30) written notice or with cause immediately" and replacing it with "*The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a ten (10) day written notice, or with cause immediately.*"

**ORIGINAL**

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

MONTEREY COUNTY

*[Signature]*  
Contracts/Purchasing Officer

Dated: 31 July 2019

Approved as to Fiscal Provisions:  
*[Signature]*  
Deputy Auditor/Controller

Dated: 7-1-19

Approved as to Liability Provisions:  
  
Risk Management

Dated: \_\_\_\_\_

Approved as to Form:  
*[Signature]*  
Deputy County Counsel

Dated: July 1, 2019

CONTRACTOR

By: *[Signature]*  
Signature of Chair, President, or  
Vice-President

FRANK W. DICE / Attorney  
Printed Name and Title

Dated: 6/26/19

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Printed Name and Title

Dated: \_\_\_\_\_

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