

AMENDMENT #1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & LAW OFFICE OF WILLIAM SCOTT ERDBACHER

THIS RENEWAL AND AMENDMENT No. 1 is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of supervision and oversight for the Alternate Defender Office (ADO) as the Chief Alternate Defender by and between **LAW OFFICE OF WILLIAM SCOTT ERDBACHER**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, CONTRACTOR entered into an AGREEMENT with the County on July 1, 2024, to provide supervision and oversight for the Alternate Defender Office through and including June 30, 2025, for an amount not to exceed \$165,000; and

WHEREAS, the AGREEMENT expired on June 30, 2025; and

WHEREAS, the CONTRACTOR has since continued to perform under the Agreement and otherwise conduct themselves as if it remained in force; and

WHEREAS, the County and the CONTRACTOR mutually desire to reinstate the AGREEMENT with effect retroactive to July 1, 2025; and

WHEREAS, the County and CONTRACTOR wish to renew and amend the AGREEMENT to extend the term for twelve (12) additional months to June 30, 2026, and increase the amount by \$165,000 for a total not to exceed amount of \$330,000 to allow CONTRACTOR to continue to provide services identified in the AGREEMENT and as amended by this Renewal and Amendment No. 1.

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

1. The AGREEMENT shall be, and hereby is, retroactively reinstated in its entirety as of July 1, 2025, and shall be considered to have been, at all relevant times as provided herein, in full force and effect as if the same had never expired.
2. Section 2, “**PAYMENT PROVISIONS**” shall be amended by removing, “*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$165,000.00.*” and replacing it with “*The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$330,000.00.*”
3. Section 3, “**TERM OF AGREEMENT**”, shall be amended by removing “The term of this Agreement is from July 1, 2024 to June 20, 2025, unless sooner terminated pursuant to the terms of this Agreement”, and replacing it with “The term of this Agreement is from July 1, 2024 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement”.

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this Renewal and Amendment #1 shall be attached to the original AGREEMENT executed by the County on June 25, 2024, and incorporated therein as if fully set forth in the Agreement.

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

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated: _____

Approved as to Fiscal Provisions:

Docusigned by:

Jennifer Forsyth

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Deputy Auditor/Controller

Dated:
6/26/2025

Approved as to Liability Provisions:

Docusigned by:

David Bolton

3E7A8EF11DB0446...

Risk Management

Dated: 6/26/2025

Approved as to Form:



Deputy County Counsel

Dated: 6/26/25

CONTRACTOR

Docusigned by:

By: 

85A53E7EABAD455...

Signature of Chair, President, or
Vice-President

Scott Erdbacher

Printed Name and Title

Dated: 6/26/2025

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.