

**RENEWAL AND AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF MONTEREY &
THE LAW OFFICE OF KELLY B. DUNCAN**

THIS RENEWAL AND AMENDMENT NO. 1 is made to the AGREEMENT for legal representation services by and between The Law Office of **KELLY B. DUNCAN**, Attorney at Law, State Bar #161488, hereinafter referred to as "Attorney", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, Attorney entered into an AGREEMENT with the County on July 1, 2024, to provide legal representation services through and including June 30, 2025, for an amount not to exceed \$105,000; and

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

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

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

WHEREAS, the County and the Attorney 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 \$105,000 for a total not to exceed amount of \$210,000 to allow Attorney to continue to provide services identified in the AGREEMENT and as amended by this Renewal and Amendment No. 1.

NOW THEREFORE, the County and Attorney 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 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, 2025, through June 30, 2026, compensation in the amount of \$105,000.00 shall be paid to Attorney, in monthly payments of \$8,750.00, 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 \$105,000.00*" 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 ten thousand dollars (\$210,000.00).**"
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, 2024, and ending on June 30, 2025, unless sooner terminated as provided herein” and replacing it with, “This Agreement shall be in full force and effect commencing on July 1, 2024, and ending on June 30, 2026, unless sooner terminated as provided herein.”

5. Exhibit A to the Agreement, “Scope of Work” shall be amended by removing, *“The Attorney shall be assigned no more than 150 clients during the term of this Agreement. A client who has concurrent cases and/or probation violations will constitute one client. Clients who: (a) cannot be represented due to a conflict of interest; (b) retain private counsel, or; (c) successfully relieve counsel pursuant to People v. Marsden (1970), 2 Cal.3d 118, do not count toward the case limitation. This Agreement is concurrent client based; therefore, one client equals one client, regardless of the number of individual cases assigned to that client on a concurrent basis. These limitations cannot be exceeded unless the parties mutually agree in writing to change these limitations.”* and replacing it with **“The Attorney shall be assigned no more than 150 clients during the term of this Agreement. If a client has concurrent misdemeanor charges alleged in a separate Complaint, each will be counted as a separate client toward the 150-client contract maximum. However, a client who has concurrent misdemeanor violations of probation will constitute one client. Clients who: (a) cannot be represented due to conflict of interest; (b) retain private counsel, or; (c) successfully relieve counsel pursuant to *People v. Marsden* (1970), 2 Cal.3d 118, do not count toward the case limitation, unless the Attorney has performed significant work on the case. These limitations cannot be exceeded unless the parties mutually agree in writing to change these limitations.”**
6. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by the Renewal and Amendment No. 1 and shall continue in full force and effect as set forth in the AGREEMENT.
7. A copy of this Renewal and Amendment No. 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 Renewal and Amendment No. 1 on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated: _____

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth

Deputy Auditor/Controller

Dated:
6/26/2025

Approved as to Liability Provisions:

DocuSigned by:
David Bolton

Risk Management

Dated: 6/26/2025

Approved as to Form:

DocuSigned by:
[Signature]

Deputy County Counsel

Dated: 6/26/25

CONTRACTOR

DocuSigned by:
Kelly Duncan

Signature of Chair, President, or
Vice-President

Kelly Duncan Attorney

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.