

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

THIS AMENDMENT is made to the AGREEMENT for legal representation services by and between The Law Office of **JEFFREY A. GOBELL**, Attorney at Law, State Bar #156404, 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 \$96,731 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 \$96,731 shall be paid to Attorney, in monthly payments of \$8,061.00, 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 \$92,125.00*” 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 (\$188,856.00).**”
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.**”

5. Section 5.02, **“Termination without Cause,”** shall be amended by removing, *“This Agreement may be terminated by the County without cause by giving thirty (30) days written notice of an intention to terminate”* and replacing it with, **“The Agreement may be terminated by the County or Attorney without cause by giving thirty (30) days prior written notice of an intention to terminate.**

6. Section 5.03, **“Method of Computing Pro Rata Payment,”** shall be amended by removing

“(a) Misdemeanor - \$200 for each misdemeanor case assigned pursuant to this Agreement, through the date of termination.

(b) Non-Serious Felonies - \$75 per hour for each non-serious felony case assigned pursuant to this Agreement, through the date of termination.

Non-serious felonies are offenses that are not listed in Penal Code sections 1192.7(c) and 667.5(c).

(c) Serious Felonies - \$100 per hour for each serious felony case assigned pursuant to this Agreement, through the date of termination.

Serious felonies are offenses that are not listed in Penal Code sections 1192.7(c) and 667.5(c).”

and replacing it with

“(a) Misdemeanors - \$200 for each misdemeanor case assigned pursuant to this Agreement, through the date of conclusion of the case.

(b) Non-Strike Felonies - \$75 per hour for each non-strike felony case assigned pursuant to this Agreement, through the conclusion of the case. Non-strike felonies are offenses not listed in Welfare and Institutions Code § 707(b).

(c) Strike Felonies - \$100 per hour for each strike felony case assigned pursuant to this Agreement, through the conclusion of the case. Felonies designated as strikes are the offenses listed in Welfare and Institutions Code § 707(b).”

7. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by the AGREEMENT and shall continue in full force and effect as set forth in the AGREEMENT.

8. A copy of this AMENDMENT #1 shall be attached to the original AGREEMENT executed by the County on June 22, 2021.

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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:

By: _____
DocuSigned by:
Jeffrey Gobell
3EB87603D7DB4FA...
Jeffrey A. Gobell, Attorney at Law

Date: _____
4/26/2022

Approved:

By: _____
DocuSigned by:
Juliet Peck
EF24ECB939D340D...
**Juliet Peck or Michael Lawrence
ADO, Contract Administrator**

Date: _____
4/26/2022

Approved:

By: _____
DocuSigned by:
Susan Chapman
2D93C433446B4C5...
**Susan E. Chapman
Public Defender**

Date: _____
4/26/2022

Approved as to Form:

By: _____
DocuSigned by:
Stacy Saetta
C0ECE1B09F444A9...
Deputy County Counsel

Approved as to Fiscal Provisions:

By: _____
DocuSigned by:
Joey Nolasco
F60C442ED06B437...
Deputy Auditor/Controller

Name: Stacy Saetta
Date: 4/26/2022

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.