

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN SUSAN CHAPMAN AND THE COUNTY OF MONTEREY**

This Amendment No. 1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "County"), and Susan Chapman (hereinafter, "Contractor").

WHEREAS, pursuant to Board order, County and Contractor previously executed a Professional Services Agreement by which Contractor is serving as the Interim Chief Attorney for the Monterey County Alternate Defender Office for the period of June 28, 2016 through October 31, 2016; and

WHEREAS, County and Contractor-Employee wish to extend the term of the Professional Services Agreement through January 31, 2017;

NOW THEREFORE, the County and Contractor agree to amend the Professional Services Agreement in the following manner:

1. Part 2.0, "PAYMENT PROVISIONS," Section 2.01, is amended to delete the following language:

*"County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$33,092.00"*

And to substitute the following language:

*"County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1, subject to the limitations set forth in this Agreement. The total amount payable by County to Contractor under this Agreement is not to exceed the sum of \$57,092.00."*

2. Part 3.0, "TERM OF AGREEMENT," Section 3.01, is amended to delete the following language:

*"The term of this Agreement is from June 28, 2016 to October 31, 2016 unless sooner terminated pursuant to the terms of this Agreement"*

And to substitute the following language:

*"The term of this Agreement is from June 28, 2016 to January 31, 2017 unless sooner terminated pursuant to the terms of this Agreement."*

3. Section 4.0, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS," Section 4.01, is amended to delete the following language:

*"Exhibit A Scope of Services/Payment Provisions"*

And to substitute the following language:

***"Exhibit A-1 Scope of Services/Payment Provisions"***

Exhibit A-1 is attached to this amendment.

4. Except as provided herein, all remaining terms, conditions and provisions of the Professional Services Agreement are unchanged and unaffected by this amendment.
5. A copy of this Amendment and Exhibit A-1 shall be attached to the original Professional Services Agreement.

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

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
Assistant County Administrative Officer

By:   
\_\_\_\_\_  
Susan Chapman  
ATTORNEY AT LAW

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

Printed Name

*Approved as to Fiscal Provisions:*

Dated: 10-16-11

\_\_\_\_\_  
Deputy Auditor/Controller

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

*Approved as to Liability Provisions:*

\_\_\_\_\_  
Risk Management

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

*Approved as to Form:*

\_\_\_\_\_  
Deputy County Counsel

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

**EXHIBIT A-1**

**To Professional Services Agreement by and between  
the County of Monterey, hereinafter referred to as "County"  
AND  
SUSAN CHAPMAN, hereinafter referred to as "CONTRACTOR"**

**Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

**A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:**

The Chief ADO Attorney will function as the director of the ADO Unit and shall have responsibilities to administer all aspects of that entity on a day to day basis. She shall direct the activities of the ADO's administration. She shall have case specific discretionary oversight of all ADO attorneys and ancillary service providers. She shall have access to ADO case files and be available to participate in substantive discussions with ADO counsel subject to applicable conflict of interest rules. She shall enforce maximum caseload limitations. She will implement a billing procedure to provide for appropriate review and prompt payment of submitted billings. She shall administer a procedure for obtaining timely reimbursement from the State of California for all recoverable Monterey County costs allowable pursuant to Penal Code Sec. 4570. She shall keep detailed statistics regarding the activity of ADO providers. She shall ensure that confidentiality of files and client information shall be maintained as required by applicable statutory and decisional authority. She shall implement and enforce such policy determinations as are necessary to carry out the function of the ADO. These may include but are not limited to conflict of interest, scope of contractual obligations of ADO providers, client complaints, court related issues, and a procedure for administrative appeals so that attorneys and ancillary providers may seek review of discretionary decisions of the ADO administrator. She shall confer with the Public Defender who has all policy responsibility for Indigent Defense Services in the County. She shall review and approve/disapprove of billings resulting from court ordered appointments charged to the ADO unit. She shall have responsibility to identify and authorize payment to non-ADO counsel when she determines that ADO attorneys cannot accept representation of appointments due to conflicts of interest or other appropriate justifications. She shall establish and enforce appropriate standards of performance and conduct for attorneys, and providers rendering services under the ADO unit.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed \$57,092.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

CONTRACTOR shall be paid \$1,092.00 for the period of June 28, 2016 through June 30, 2016. CONTRACTOR shall thereafter be paid at the rate of \$8,000.00 per month for July 1, 2016 through January 31, 2017.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

**B.2 CONTRACTORS BILLING PROCEDURES**

CONTRACTOR shall submit an invoice for \$1,092.00 for the period of June 28, 2016 through June 30, 2016 on a form acceptable to Monterey County within 15 days after June 30, 2016. Thereafter CONTRACTOR shall submit a monthly invoice for \$8,000.00 per month on a form acceptable to Monterey County within 15 days after the end of each month or sooner, for the months of July 2016 through January 2017.

Send itemized billing and other correspondence to:

Billing Address:

Monterey County Alternate Defender Office  
111 W. Alisal Street  
Salinas, CA 93901

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**C. TERMINATION PROVISIONS**

The language of Paragraph 7.01 of this Agreement is amended to provide that County may terminate the Agreement immediately, without cause and without prior notice to CONTRACTOR.

Paragraph 7.02, providing for County's termination of this Agreement upon good cause is deleted.