

☐ AGREEMENT☒ AMENDMENT☐ BOARD REPORT FOR PRE-APPROVAL

Vendor Name: Scott Erdbacher, Rick West, Roland Soltesz, Eric Dumars, Jan Lindberg, Kelly Duncan, Jeffrey Gobell, and Chenoa Summers

Title/Brief Description of Document: ADO Attorney Services for FY 2019

Originating Dept.: Alternate Defender Office Dept. Contact WITH Phone #: Latasha Ellis - Ext.5082

This Agreement or Amendment requires Board Approval: Yes ☒ No ☐

This Agreement requires an MYA: Yes ☐ No ☒

AGREEMENT TYPE

<input checked="" type="checkbox"/>	RQNSA – Standard Agreement	<input type="checkbox"/>	RQNNS – Non-Standard Agreement
<input type="checkbox"/>	RQNIT – ITD Standard Agreement	<input type="checkbox"/>	RQNIN – ITD Non-Standard Agreement
<input type="checkbox"/>	RQNPB – Pre-Board Standard Agreement	<input type="checkbox"/>	Non-Standard Board Agreement (Not to be tracked within RQN)
<input type="checkbox"/>	Insurance & Endorsement Current	<input type="checkbox"/>	VDR & Non-Resident State Forms Verified

ROUTING AND APPROVALS*

Each Approving Authority is requested to forward the Service Contract to the next Approving Authority in the order listed herein. Thank you.

	Approving Authority:	Approval Initials	Comments:	Date Reviewed
1st	ITD(for all ITD related contracts)			
2nd	County Counsel (required)	<i>[Signature]</i>		7/25/2018
3rd	Risk Management (non-standard insurance and/or indemnity provisions)			
4th	Auditor-Controller (required)	<i>[Signature]</i>		7-31-18
5th	Contracts/Purchasing (required)	<i>[Signature]</i>		8-2-18
	Return to Originating Department Instructions		Latasha Ellis – Ext. 5082	

* In the event that one of the approving authorities has an issue with the document and will not sign, the document shall be returned immediately to the originating department's key contact person identified herein along with a brief written explanation regarding the issue. Once that issue is corrected, the originating department shall restart the routing process again from the beginning by resubmitting the document through the approval process. The original Routing Form should be included for reference.

MYA #: *

E. Dumars	*3315	R. West	*3311
S. Erdbacher	*3314	J. Lindberg	*3309
K. Duncan	*3308	J. Gobell	*3307
C. Summers	*3306	R. Soltesz	*3310

**AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF MONTEREY
&
THE LAW OFFICE OF SCOTT ERDBACHER**

THIS AMENDMENT is made to the AGREEMENT for legal representation services by and between **The Law Office of Scott Erdbacher**, hereinafter "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 of the agreement for one additional year, through June 30, 2019, and to increase the total amount of the AGREEMENT by \$103,500.00 to compensate Attorney for the period of July 1, 2018 through June 30, 2019.

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

1. 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 Exhibit A and Section 4.03, over the full term of this Agreement shall not exceed one hundred thirty-eight thousand dollars (\$138,000.00)*" and replacing it with "***The maximum compensation to be paid by the County, except as provided in Exhibit A and Section 4.03, over the full term of this Agreement shall not exceed two hundred and forty-one thousand five hundred dollars (\$241,500.00).***"
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, 2018 through June 30, 2019, compensation in the amount of \$103,500.00 shall be paid to Attorney, in monthly payments of \$8,625.00, 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 5.01, "Duration of Agreement," shall be amended by removing "*This Agreement shall be in full force and effect commencing on July 1, 2017 and ending on June 30, 2018, unless sooner terminated as provided herein*" and replacing it with "***This Agreement shall be in full force and effect commencing on July 1, 2017 and ending on June 30, 2019, unless sooner terminated as provided herein.***"

4. Exhibit A to the Agreement, "Scope of Work," shall be amended by removing, "*Contractor shall be assigned no more than 150 clients during the term of this agreement*" and replacing it with "*Attorney shall be assigned no more than 100 clients during the term of this Agreement*".
5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by the AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
6. A copy of this AMENDMENT #1 shall be attached to the original AGREEMENT executed by the County on July 27, 2017.

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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: 8-2-18

Approved as to Fiscal Provisions:


Deputy Auditor/Controller

Dated: 7-3-18

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:


Deputy County Counsel

Dated: July 25, 2018

LAW OFFICE OF SCOTT ERDBACHER

By: 

SCOTT ERDBACHER, owner
Printed Name and Title

Dated: 5/14/18

By: 

ADO, Contractor Administrator

Frank W. Dice

Printed Name and Title

Dated: _____

*INSTRUCTIONS: If ATTORNEY 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.