

**AMENDMENT #2 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 have executed Amendment No. 1 to the Agreement to extend the term of the agreement through June 30, 2019, and to increase the total amount of the AGREEMENT by \$103,500 to compensate Attorney for the period of July 1, 2018 through June 30, 2019; and

WHEREAS, the County and Attorney wish to amend the Agreement to change the insurance provisions of the Agreement.

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

1. Exhibit B, attached to this amendment No. 2, shall be added to the Agreement, deleting the requirement that Attorney provide an endorsement naming the County as an additional insured on his automobile insurance policy and clarifying Attorney's workers' compensation insurance requirements.
2. 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.
3. A copy of this AMENDMENT #2 shall be attached to the original AGREEMENT executed by the County on July 25, 2017.

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

MONTEREY COUNTY

LAW OFFICE OF SCOTT ERDBACHER

Contracts/Purchasing Officer

By: 

Dated: _____

SCOTT ERDBACHER, Owner
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 8/20/18

Deputy Auditor/Controller

By: _____

Dated: _____

ADO, Contractor Administrator

Approved as to Liability Provisions:

Frank W. Dice

Printed Name and Title

Risk Management

Dated: _____

Dated: _____

Approved as to Form:

Deputy County Counsel

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.

Scott Erdbacher
Amendment #2 to Agreement
Not to Exceed \$241,500
Page 2 of 3

EXHIBIT-B

**To Agreement by and between
the County of Monterey (County)
AND
Scott Erdbacher ("Attorney")**

Attorney's automobile insurance carrier is AAA Insurance, which will not provide him with an endorsement to his automobile insurance policy, naming the County as an additional insured. The parties agree that Attorney will not be required to provide County with an endorsement to his automobile insurance, naming it as an additional insured, notwithstanding Paragraph 7.02 of the Agreement. Attorney agrees to provide a Certificate of Insurance, indicating automobile coverage in the required amounts as specified in Paragraph 7.02, and to maintain such coverage continuously throughout the term of the Agreement, as specified in Paragraph 7.02.

Attorney currently has no employees and is therefore not required by law to maintain workers' compensation insurance coverage. Attorney agrees that if he hires employees during the term of this agreement, he will obtain workers' compensation insurance as required by law, and will provide the County with a Certificate of Insurance of workers' compensation insurance, as specified in Paragraph 7.02.