

**RENEWAL AND AMENDMENT No. 2 TO AGREEMENT BY AND
BETWEEN COUNTY OF MONTEREY & LAW OFFICE OF WILLIAM
SCOTT ERDBACHER**

THIS RENEWAL AND AMENDMENT No. 2 is made to the AGREEMENT for the provision of supervision and oversight for the Alternate Defender Office (ADO) as the Chief Alternate Defender by and between **LAW OFFICE OF WILLIAM SCOTT ERDBACHER**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and the CONTRACTOR have executed Renewal and Amendment No. 1 to the AGREEMENT with the County on July 1, 2024, to provide supervision and oversight for the Alternate Defender Office through and including June 30, 2026, for an amount not to exceed \$330,000; and

WHEREAS, the Renewal and Amendment No. 1 to the AGREEMENT expires on June 30, 2026; and

WHEREAS, the CONTRACTOR has since continued to perform under the Renewal and Amendment No. 1 to the AGREEMENT and otherwise conduct themselves as if it remained in force; and

WHEREAS, the County and the CONTRACTOR mutually desire to continue the AGREEMENT with effect as of July 1, 2026; and

WHEREAS, the County and CONTRACTOR wish to renew and amend the AGREEMENT to extend the term for twelve (12) additional months to June 30, 2027, and increase the amount by \$165,000 for a total not to exceed amount of \$495,000 to allow CONTRACTOR to continue to provide services identified in the AGREEMENT and as amended by Renewal and Amendment No. 1 and this Renewal and Amendment No. 2.

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

1. The AGREEMENT shall be, and hereby is, continued in its entirety as of July 1, 2026, and shall be considered to have been, at all relevant times as provided herein, in full force and effect.
2. Section 2, "**PAYMENT PROVISIONS**" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$330,000.00.*" and replacing it with "***The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$495,000.00.***"
3. Section 3, "**TERM OF AGREEMENT**", shall be amended by removing "*The term of this Agreement is from July 1, 2024 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement*", and replacing it with "**The term of this AGREEMENT is from July 1, 2024 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement**".

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this Renewal and Amendment No. 1 and Renewal and Amendment No. 2 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.
6. The Alternate Defender Office Chief Attorney (“ADO Chief”) may, subject to the discretion and approval of the Public Defender, accept appointment on up to ten (10) cases per fiscal year in addition to the administrative and supervisory duties required under this Agreement. Compensation for any such assigned case shall be separately negotiated and mutually agreed upon by the parties on a case-by-case basis prior to assignment or payment.
7. The ADO Chief and the Chief Public Defender shall meet monthly, or more frequently as mutually deemed necessary, for purposes of coordination, administration, operational oversight, and discussion of matters relating to the functioning of the Alternate Defender Office and its relationship with the Office of the Public Defender.

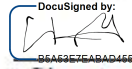
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IN WITNESS WHEREOF, the parties have executed this Renewal and Amendment No. 2 on the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

Contracts/Purchasing Officer

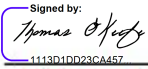
DocuSigned by:

B5A62E7EABAD45E

Signature of Chair, President, or
Vice-President

Dated: _____

Scott Erdbacher

Printed Name and Title

Signed by:

1113D1DD23CA457

Dated: 6/1/2026

Department Head

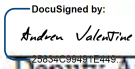
Thomas O'Keefe

Printed Name and Title

Dated: 6/2/2026

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Approved as to Fiscal Provisions:

DocuSigned by:

23634C98481E499

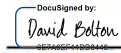
Printed Name and Title

Deputy Auditor/Controller

Dated: _____

Dated: 6/2/2026

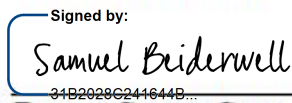
Approved as to Liability Provisions:

DocuSigned by:

632A62F4002446

Risk Management

Dated: 6/2/2026

Approved as to Form:

Signed by:

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Deputy County Counsel

Dated: 6/2/2026

*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.