

AGREEMENT FOR SERVICES #1036-S0811
AMENDMENT I

This Amendment I to that Agreement for Services #1036-S0811, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Eric Schlueter, Esq., a sole proprietorship, now known as Eric Schlueter, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principle place of business is 2864 Ray lawyer Drive #101A, Placerville, CA 95667, (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, Eric Schlueter, has been engaged by County under Agreement for Services #1036-S0811 to provide defense counsel to indigent defendants, on an "as requested" basis for the County of El Dorado.

WHEREAS, Eric Schlueter, has incorporated effective September 4, 2008 and is now doing business as.; Eric Schlueter-A Professional Law Corporation and

WHEREAS, Eric Schlueter, and Eric Schlueter, Inc. have requested that the County accept work under the Agreement by Eric Schlueter, Inc.; and

WHEREAS, Eric Schlueter, will remain liable for all obligations, covenants, and conditions, and/or liabilities for services already performed under the terms and conditions of Agreement for Services 1036-S0811, as approved by the Board of Supervisors and executed on June 3, 2008, incorporated herein and made by reference a part hereof; and

WHEREAS, Eric Schlueter, acknowledges and agrees that all existing indemnity and insurance obligations will remain in full force and effect for the duration of the Agreement for Services 1036-S0811 and as thereafter required by the Agreement; and

WHEREAS, Eric Schlueter, Inc. will assume all Consultant's duties, responsibilities and obligations under the Agreement, including providing outstanding duties and responsibilities associated with the defense to indigent defendants on an "as requested" basis for the County of El Dorado, under the terms and conditions of Agreement for Services 1036-S0811; and

WHEREAS, County will accept this Amendment I on condition that Eric Schlueter and Eric Schlueter, Inc. fulfill the terms and conditions of this Amendment I, and the original Agreement for Services #1036-S0811.

NOW, THEREFORE, the parties agree to the assignment of the subject Agreement from Eric Schlueter, to Eric Schlueter, Inc., effective September 4, 2008, and that Eric Schlueter, Inc., assumes all duties, covenants and obligations of the Consultant under this Agreement and is responsible for executing the work after the effective date, in accordance with all terms and conditions as defined in the original Agreement for Services #1036-S0811; and that Eric Schlueter, shall remain liable, jointly and severally, for all work performed prior to the effective date, and further agrees that all indemnity and insurance obligations remain in full force and effect as stated herein above.

Except as herein amended, all other parts and sections of Service Agreement #1036-S0811 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement #1036-S0811 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

--- COUNTY OF EL DORADO ---

Dated: _____

By: _____
Chairman, Board of Supervisors

-- CONSULTANT --

Dated: _____

ERIC SCHLUETER, INC.
A CALIFORNIA CORPORATION

By: _____
Eric Schlueter,
individually and dba Eric Schlueter; and as
President, Eric Schlueter, Inc.
"Consultant"