

Kimberly G. Hunt, Attorney at Law

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #5953

THIS FIRST AMENDMENT to that Agreement for Services #5953 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 Kimberly G. Hunt, Attorney at Law, a sole proprietor duly qualified to conduct business in the State of California, whose principal place of business is 3320 Sandy Way, South Lake Tahoe, California 96150, and whose mailing address is Post Office Box 7783, South Lake Tahoe, California 96158 (hereinafter referred to as "Attorney");

RECITALS

WHEREAS, Attorney has been engaged by County to provide defense counsel to indigent defendants for whom the Public Defender and/or the Alternate Public Defender has properly refused to represent by contracting for a set fee with a qualified attorney, who has agreed to accept their proportionate share of assigned conflict indigent defense cases pursuant to Agreement for Services #5953, dated September 28, 2021, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$84,000 for the extended term of the Agreement, amending **Section 2. Compensation and Payment of Additional Funds**;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of September 30, 2022 for one (1) additional year, amending **Section 7. Term and Termination**;

WHEREAS, the parties hereto desire to update the Alternate Public Defender's mailing address, amending **Section 10. Notice to Parties**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Attorney mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #5953 on the following terms and conditions:

- I. **Section 2. Compensation and Payment of Additional Funds, Subsections A and D**, are amended in their entirety to read as follows:
 - A. Compensation for Services: Compensation for legal services in all assigned cases described herein, up to and including trials lasting three (3) calendar weeks per case, shall not exceed \$168,000 for the twenty-four (24) month

contract term, as amended. County will issue a monthly payment of \$7,000 to handle all possible conflict cases heard in the South Lake Tahoe Branch of the El Dorado County Superior Court, as well as third and fourth level conflicts heard in West Slope Branches of the El Dorado County Superior Court. Payment will be made monthly and remitted to Attorney no later than the first business day of the month.

D. Notwithstanding any other provision of this Agreement to the contrary, travel expenses are reimbursable in accordance with the current El Dorado County Board of Supervisors Travel Policy in effect at the time expenses are incurred. If the travel will exceed one hundred dollars (\$100) or require an overnight stay, prior authorization from County's Contract Administrator is required. Attorney is responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Attorney shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not cancelling the room and County's Contract Administrator or designee has determined that the reasons are valid.

The total amount of this Agreement, as amended, shall not exceed \$210,000, inclusive of all costs, taxes, and expenses.

II. **Section 7. Term and Termination**, the first paragraph of the Section is amended in its entirety to read as follows:

This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of October 1, 2021 through September 30, 2023, as amended.

III. **Section 10. Notice to Parties**, is amended in its entirety to read as follows:

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Alternate Public Defender's Office
300 A Forni Road
Placerville, California 95667

Attn.: Elvira Lua-Ortiz
Alternate Public Defender

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts
Manager

or to such other location as County directs.
Notices to Attorney shall be addressed as follows:

Kimberly G. Hunt, Attorney at Law
Post Office Box 7783
South Lake Tahoe, California 96158

or to such other location as Attorney directs.

Except as herein amended, all other parts and sections of Agreement for Services #5953 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #5953 on the dates indicated below.

--COUNTY OF EL DORADO--

By: 

Dated: 9-13-22


Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 9-13-22

--KIMBERLY G. HUNT, ATTORNEY AT LAW--

By: 
Kimberly G. Hunt
"Attorney"

Dated: 7/6/2022