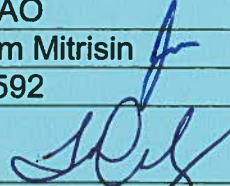


# CONTRACT ROUTING SHEET

Date Prepared: 08/22/11

Need Date: 08/26/11

**PROCESSING DEPARTMENT:**

Department: CAO  
Dept. Contact: Jim Mitrison  
Phone #: 5592  
Department  
Head Signature: 

**CONTRACTOR:**

Name: Adam C Clark  
Address: 3062 Cedar Ravine  
Placerville, CA 95667  
Phone: \_\_\_\_\_

**CONTRACTING DEPARTMENT:** County Counsel

Service Requested: Correction to Term:Counsel for Conflict Indigent Defense Services  
Contract Term: 7/1-2011 – 6/30-2013 Contract Value: \$0.00  
Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
Compliance verified by: \_\_\_\_\_

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

**RISK MANAGEMENT:** (All contracts and MOU's except boilerplate grant funding agreements)

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

AGREEMENT FOR SERVICES #059-S1211  
AMENDMENT I

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This Amendment I to that Agreement for Services #059-S1211, 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 Adam C. Clark, a California licensed attorney ("Attorney");

**RECITALS**

**WHEREAS**, Attorney has been engaged by County to provide defense counsel to indigent defendants for whom the Public Defender has properly refused to represent, in accordance with Agreement for Services #059-S1211, dated May 24, 2011, incorporated herein and made by reference a part hereof;

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #059-S1211 shall be amended this first time as follows:

**ARTICLE IV Term and Termination:** Unless otherwise terminated in accordance with this Section, the term of this Agreement shall be from the date of execution of this agreement by all parties through June 30, 2013.

Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice and specifying the date of such termination, at least five (5) business days before the effective date of such termination. Either party may terminate this Agreement for any reason by giving at least thirty (30) calendar days advance written notice to the other party of the effective date such termination. County has the unilateral right to terminate this Agreement on five days notice if in the County's judgment the Court does not assign a proportionate share of cases to Attorney or if the County is advised by the Court that the Court will not be assigning cases to the Attorney. Attorney shall be entitled to payment for acceptable services rendered to and inclusive of the specified date of termination.

The termination of this Agreement does not affect the assignment of Attorney by the Court in any case, nor the continuing obligation of Attorney to represent his or her clients. The County has no ability to relieve Attorney from his or her assignment to represent any individual defendant. Attorney shall maintain in his possession for at least five (5) years following completion of the cases all files and records related to any cases in which the Attorney has been compensated by County with this agreement or otherwise.

Except as herein amended, all other parts and sections of Agreement #059-S1211 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Jim Mitrisin  
Executive Assistant to the CAO  
Chief Administrative Office

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Terri Daly  
Chief Administrative Officer  
Chief Administrative Office

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to Agreement for Services #059-S1211 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chairman  
Board of Supervisors  
"County"

ATTEST:  
Suzanne Allen de Sanchez, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

**-- ATTORNEY --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Adam C. Clark  
Attorney at Law