

## **El Dorado Law, A Professional Law Corporation**

### **FIRST AMENDMENT TO AGREEMENT FOR SERVICES #4108**

**THIS FIRST AMENDMENT** to that Agreement for Services #4108 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 El Dorado Law, a Professional Law Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 520 Main Street, Placerville, California 95667, (hereinafter referred to as "Attorney");

### **RECITALS**

**WHEREAS**, Attorney has been engaged by County to provide conflict indigent defense counsel services for the Chief Administrative Office, pursuant to Agreement for Services #4108, dated June 25, 2019, 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 \$188,346.00, for a total not-to-exceed amount of \$1,695,114, to provide for the quarterly payment required for extended term of the Agreement, amending **Section 2A., Compensation for Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of June 30, 2021 for three (3) additional months, amending **Section 6., TERM AND TERMINATION**;

**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 on the following terms and conditions:

- I. **Section 2A. Compensation for Services** of the Agreement is amended in its entirety to read as follows:
  - A. Compensation for Services: For the purposes hereof, for the period beginning July 1, 2019 and continuing through June 30, 2021, compensation for services described herein shall be a flat amount of \$753,384 annually, which includes all administrative and operational costs and compensation to subcontract attorneys providing legal services hereunder. Payment shall be made in four (4) equal installments. Each installment shall be due quarterly in advance. Payment shall be remitted to Attorney no later than the first business day of the first month of the quarter.

For the period beginning July 1, 2021 continuing through September 30, 2021, compensation for services described herein shall be a flat amount of \$188,346, which includes all administrative and operational costs and compensation to subcontract attorneys providing legal services hereunder. Payment shall be made in one (1) lump sum in advance. Payment shall be remitted to Attorney no later than the first business day of the first month of the quarter.

Subcontract Attorney Services: Attorney is an independent contractor and is solely responsible for compensation of all staff and subcontractors.

II. **Section 6. TERM AND TERMINATION**, the first paragraph is amended to read as follows:

Unless otherwise terminated in accordance with this Section, the term of this Agreement, as amended, shall be from July 1, 2019 through September 30, 2021.

Except as herein amended, all other parts and sections of Agreement for Services #4108, shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement for Services #4108 on the dates indicated below.

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

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

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

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

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

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

Deputy Clerk

**-- EL DORADO LAW,  
A PROFESSIONAL LAW CORPORATION --**

By:   
Adam Clark (Apr 5, 2021 09:03 PDT)

Dated: 4/5/2021

Adam C. Clark  
President and Secretary  
"Attorney"