

AMENDMENT TO CONTRACT

8

The County of San Benito (“COUNTY”) and Harry J. Damkar (“CONTRACTOR”) enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated October 26, 2010.

b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows: August 20, 2013 (Amendment No. 1); July 17, 2014 (Amendment No. 2); September 9, 2014 (Amendment No. 3); October 10, 2017 (Amendment No. 4); and October 22, 2019 (Amendment No. 5); September 22, 2020 (Amendment No. 6), and February 3, 2021 (Amendment No. 7)

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the “original contract”) are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

The term of the original contract is not modified.

The term of the original contract (Exhibit 1) is extended from the current expiration date of October 31, 2020, to a new expiration date of May 1, 2021. As established in the original contract, either party may terminate this contract upon thirty (30) days prior written notice.

b. Scope of Services. (Check one.)

The services specified in the original contract (Exhibit 1) are not modified.

The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

- The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. Payment Terms. (Check one.)

- The payment terms in the original contract (Exhibit 1) are not modified.
- The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)
 - The payment terms are modified only as specified below:

Modified or New Payment Terms:

(Insert new or modified payment terms.)

All other provisions of Attachment B to the original contract, as previously amended, shall remain the same.

- The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

(Insert new payment terms.)

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- One month in arrears.
- Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
- The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- a total lump sum payment of \$ _____, or
- a total sum not to exceed \$ _____,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply:

d. Other Terms. (Check one.)


- There are no other terms of the original contract that are modified.
- Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR

DocuSigned by:

 AB25E92186D0497

3/18/2021

Harry J. Damkar, Attorney at Law

Date

COUNTY

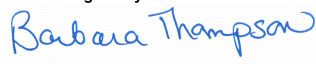
San Benito County Board of Supervisors

Ray Espinosa, CAO

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

DocuSigned by:

 8E73E30EC300415

3/17/2021

Barbara Thompson, County Counsel

Date

**EXHIBIT 1
TO AMENDMENT # 8**

**ORIGINAL
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

AMENDMENT TO CONTRACT

7

The County of San Benito (“COUNTY”) and Harry J. Damkar (“CONTRACTOR”) enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated October 26, 2010.

b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows: August 20, 2013 (Amendment No. 1); July 17, 2014 (Amendment No. 2); September 9, 2014 (Amendment No. 3); October 10, 2017 (Amendment No. 4); and October 22, 2019 (Amendment No. 5); and September 22, 2020 (Amendment No. 6).

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the “original contract”) are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

The term of the original contract is not modified.

The term of the original contract (Exhibit 1) is extended from the current expiration date of January 31, 2021, to a new expiration date of March 31, 2021. As established in the original contract, either party may terminate this contract upon thirty (30) days prior written notice.

b. Scope of Services. (Check one.)

The services specified in the original contract (Exhibit 1) are not modified.

The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

At all times, CONTRACTOR shall ensure that, if CONTRACTOR is absent, ill, or otherwise unable to attend court and/or perform under this Agreement, that another qualified attorney (“Coverage Counsel”) will be prepared, in attendance at Court, and able to timely carry out and discharge CONTRACTOR’s obligations

and duties, without causing the Court unnecessary continuances.

CONTRACTOR, agrees to use best ethical practices to insure that CONTRACTOR’S clients are properly served. CONTRACTOR will not use other conflict public defender attorneys to perform this service except when the conflict public defender voluntarily agrees in advance in writing to handle such representation. Contractor shall ensure that any Coverage Counsel has adequate experience to perform the duties. Furthermore, CONTRACTOR shall provide notice to the County when CONTRACTOR is ill, unavailable, or otherwise absent, along with the name of COVERAGE COUNSEL assigned to perform in CONTRACTOR’s place when CONTRACTOR is absent for more than three consecutive days, or five days in a given calendar month.

As consideration for this renewal, Contractor further agrees to incorporate the same coverage requirements set forth in this Amendment, into the remainder of the term of Amendment No. 5, effective immediately, at no additional cost to County.

The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. Payment Terms. (Check one.)

The payment terms in the original contract (Exhibit 1) are not modified.

The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The payment terms are modified only as specified below:

Modified or New Payment Terms:

(Insert new or modified payment terms.)

Attachment B to the original contract, as previously amended (Exhibit 1) is hereby further amended to revise Paragraph B-3 to add two additional paragraphs to read as follows; the remainder of Paragraph B-3 shall remain unmodified:

COVERAGE COUNSEL COSTS:

CONTRACTOR shall be solely responsible for covering any and all costs associated with ensuring that a qualified attorney will be prepared, in attendance at Court, and able to timely carry out and discharge CONTRACTOR’s obligations hereunder, when CONTRACTOR is otherwise out, unable to attend, and/or unable to perform.

POTENTIAL COST OF LIVING ADJUSTMENT:

In the event that the COUNTY and the Management Employees Group, (hereinafter “Bargaining Group”) reach an agreement whereby the Bargaining Group’s members receive a cost of living adjustment for all members in the next Memorandum of Understanding, adopted and ratified by the Board of Supervisors for the COUNTY, the compensation provided to CONTRACTOR under this Agreement shall also be subject to the same cost of living adjustment.

All other provisions of Attachment B to the original contract, as previously amended, shall remain the same.

- The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:
(Insert new payment terms.)

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- One month in arrears.
- Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
- The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- a total lump sum payment of \$ _____, or
- a total sum not to exceed \$ _____,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply:

d. Other Terms. (Check one.)

There are no other terms of the original contract that are modified.

Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:

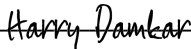
The Parties hereby acknowledge and agree that facsimile or scanned signatures or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other Party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the forgoing forms of signature

The parties further agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement (if electronic signatures are used) are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR


DocuSigned by:

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1/31/2021

Date

COUNTY

San Benito County Board of Supervisors

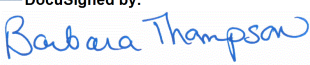
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2/3/2021

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

DocuSigned by:

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1/31/2021

Date

Barbara Thompson, County Counsel

EXHIBIT 1
TO AMENDMENT # 7

ORIGINAL
CONTRACT

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)