

AMENDMENT NO. 10 TO THE AGREEMENT FOR INDIGENT DEFENSE SERVICES BETWEEN THE COUNTY OF
LAKE AND LAKE INDIGENT DEFENSE, LLP

This Amendment No. 10 to Agreement is made and is entered into this ____ day of _____, 2023
by and between the COUNTY OF LAKE, a political subdivision of the State of California ("hereinafter
referred to as "COUNTY") and Lake Indigent Defense, LLP (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, the Agreement for Indigent Defense Services was made and entered into the 23rd day of
January, 2018; and

WHEREAS, the COUNTY adopted Amendment No. 1 to terminate the Agreement and concurrently
execute a new Agreement revising the new partnership arrangement; and

WHEREAS, the COUNTY adopted Amendment No. 2 to extend the term of the Agreement four (4)
months during contract negotiations; and

WHEREAS, the COUNTY adopted Amendment No. 3 to extend the term fourteen (14) months and
increase the monthly amount of the Agreement from One Hundred and Ten Thousand Dollars
(\$110,000) to One Hundred and Eighteen Thousand Dollars (\$118,000); and

WHEREAS, the COUNTY adopted Amendment No. 4 to further clarify payment terms as requested by the
Auditor-Controller/County Clerk; and

WHEREAS, the COUNTY adopted Amendment No. 5 to extend the term twelve (12) months and increase
the monthly amount of the Agreement from One Hundred and Eighteen Thousand Dollars (\$118,000) to
One Hundred and Twenty Five Thousand Dollars (\$125,000); and

WHEREAS, the COUNTY adopted Amendment No. 6 to a) extend the contract term twelve (12) months
from December 31, 2021 to December 31, 2022 and increase monthly amount of agreement previously
agreed upon from One Hundred and Twenty Five Thousand Dollars (\$125,000) to One Hundred and
Thirty Five Thousand Dollars (\$135,000) beginning January 1, 2022 and b) add Thomas Feimer as a third
partner and c) in the event the last Friday of the month is a COUNTY holiday, the check shall be made
available the prior Friday; and

WHEREAS, the COUNTY adopted Amendment No. 7 to remove Mitchell Hauptman as a partner effective
June 1, 2022; and

WHEREAS, the COUNTY adopted Amendment No. 8 to extend term three (3) months to March 31, 2023;
and

WHEREAS, the COUNTY adopted Amendment No. 9 to extend term three (3) month to June 30, 2023;
and

WHEREAS, the COUNTY seeks to extend the term twelve (12) months to June 30, 2024 and increase the monthly amount of the Agreement from One Hundred and Thirty Five Thousand Dollars (\$135,000) to One Hundred and Forty Three Thousand Seven Hundred and Fifty Dollars (\$143,750) to fund an 8th Felony Attorney position.

NOW, THEREFORE, the parties hereby agree as follows:

A. Section 8(A) Total Contract Price is hereby amended to read:

Except as enumerated hereinafter in Section 8.B., the Annual Total Contract Price to be paid CONTRACTOR by COUNTY is not to exceed **One Million Seven Hundred and Twenty-Five Thousand Dollars and No/100 Cents (\$1,725,000)** per annum consisting of the services to be provided hereunder, include the work to performed hereunder, for all of the administration, management and supervision, attorney services, support services, facilitation of ancillary services, and other serviced identified in CONTRACTOR's Proposal to COUNTY's RFP, all as further defined and specified in this Agreement (hereinafter referred to as "Total Contract Price.").

B. Section 8(D) Payments is hereby amended to read:

CONTRACTOR shall receive payment according to the following schedule:

For the period February 1, 2018 to October 31, 2019, equal monthly payments of One Hundred and Ten Thousand Dollars and No/00 Cents (\$110,000), and for the period of November 1, 2019 to December 31, 2020 equal payments of One Hundred Eighteen Thousand Dollars and No/00 Cents (\$118,000), and for the period of January 1, 2021 to December 31, 2021 equal payments of One Hundred Twenty Five Thousand Dollars and No/00 Cents (\$125,000), and for the period of January 1, 2022 to December 31, 2022 equal payments of One Hundred Thirty Five Thousand Dollars and No/00 Cents (\$135,000) which totals Seven Million Eighty Two Thousand Dollars and No/00 Cents (\$7,082,000) over the full Fifty Nine (59) month Term of this Agreement, **and for the period of July 1, 2023 to June 30, 2024 equal monthly payments of One Hundred Forty Three Thousand Seven Hundred and Fifty Dollars and No/00 Cents (\$143,750) which totals \$9,617,000 over the full Seventy Seven (77) month Term of this Agreement.**

The compensation payable under this subsection is the maximum amount which COUNTY shall pay CONTRACTOR for providing legal defense services to indigent defendant's under this Agreement, and CONTRACTOR shall assume and pay all other expenses incurred in CONTRACTOR's performance under this Agreement.

A. Section 9 Term; Continuation of Representation is hereby amended to read:

The Term of this Agreement shall be from February 1, 2018 through and including **June 30, 2024.**

The Parties agree that all other terms and conditions of the original Agreement shall remain in full force and effect.

COUNTY OF LAKE

By: _____
CHAIR, Board of Supervisors


CONTRACTOR

By: 
Thomas Feimer, Individually and/or as LID Partner

ATTEST:
Clerk of the Board
SUSAN PARKER

By: _____

CONTRACTOR

By: 
Anakalia Sullivan, Individually
and/or as LID Partner

APPROVED AS TO FORM:
County Counsel
LLOYD C. GUINTIVANO

By: _____

COUNTY OF LAKE

By: _____
CHAIR, Board of Supervisors

CONTRACTOR

By: _____
Thomas Feimer, Individually and/or as LID Partner

ATTEST:
Clerk of the Board
SUSAN PARKER

By: _____

CONTRACTOR

By: _____
Anakalia Sullivan, Individually
and/or as LID Partner

APPROVED AS TO FORM:
County Counsel
LLOYD C. GUINTIVANO

By:  _____