

AMENDMENT NO. 4 TO THE AGREEMENT FOR INDIGENT DEFENSE SERVICES BETWEEN THE COUNTY OF LAKE AND LAKE INDIGENT DEFENSE, LLP

This Amendment No. 4 to Agreement is made and is entered into this 20th day of October, 2020 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 desires to continue contracting for indigent services and requires additional time to explore restructuring options and complete negotiations; and

WHEREAS, the COUNTY seeks to extend the contract term twelve (12) months from December 31, 2020 to December 31, 2021 and increase monthly amount of agreement previously agreed upon from One Hundred and Eighteen Thousand Dollars (\$118,000) to One Hundred and Twenty Five Thousand Dollars (\$125,000) beginning January 1, 2021.

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 Five Hundred Thousand Dollars and No/100 Cents (\$1,500,000)** 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:

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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) which totals Five Million Four Hundred and Sixty Two Thousand Dollars and No/00 Cents (\$5,462,000) over the full Forty Seven (47) 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.

C. 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 to **December 31, 2021**, unless terminated as set forth in Section (10) (Termination)", below.

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

CONTRACTOR

By: _____
Mitchell Hauptman, Individually and/or as LID Partner

ATTEST:
CAROL J. HUCHINGSON

APPROVED AS TO FORM:
ANITA L. GRANT

By: _____

By: _____