

AMENDMENT NO. 12 TO THE AGREEMENT FOR INDIGENT DEFENSE SERVICES BETWEEN THE COUNTY
OF LAKE AND LAKE INDIGENT DEFENSE, LLP

This Amendment No. 12 to Agreement is made and is entered into this ____ day of _____, 2024 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 adopted amendment No. 10 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.

WHEREAS, the COUNTY adopted Amendment No. 11 to remove Anakalia K. Sullivan as a partner effective December 11, 2023; and

WHEREAS, the CONTRACTOR (known collectively as Lake Indigent Defense); intends to remove Thomas Feimer as a partner and replace Edward Savin as partner effective March 5, 2024.

NOW, THEREFORE, the parties hereby agree as follows:

A. Section 1(B) Definitions is hereby amended to read:

B. "CONTRACTOR" shall mean **Edward Savin**, who shall be severally held to the obligations, terms, and conditions of this Agreement.

B. Section 1(G) Definitions is hereby amended to read:

Lake Indigent Defense shall mean the identification of **Edward Savin**, who, as of the date of execution of this Agreement, is presently acting in the performance of this Agreement. The organizational and legal status and structure of CONTRACTOR hereunder may subsequently be modified upon written consent of the COUNTY and the agreement of the parties hereto to execute any necessary amendments/adjustments to this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year written above.

COUNTY OF LAKE

By: _____
CHAIR, Board of Supervisors

CONTRACTOR

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

CONTRACTOR

By: 
Edward Savin, Individually and/or as
LID Partner

ATTEST: SUSAN PARKER
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
LLOYD C. GUINTIVANO
County Counsel

By: _____

By: _____

COUNTY OF LAKE

CONTRACTOR

By: _____
CHAIR, Board of Supervisors

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

CONTRACTOR

By: _____
Edward Savin, Individually and/or as
LID Partner

ATTEST: SUSAN PARKER
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
LLOYD C. GUINTIVANO
County Counsel

By: _____

By: _____
