

AMENDMENT NO. 1 TO THE AGREEMENT FOR INDIGENT DEFENSE SERVICES

This Amendment No. 1 to that certain Agreement for Indigent Defense Services between the County of Lake and the partnership of J. David Markham and Anakalia K. Sullivan, (known collectively as Lake Indigent Defense) is made effective and entered into this 23rd day of January, 2018, by and between said parties.

WHEREAS, the County of Lake and Lake Indigent Defense have heretofore entered into an Agreement for Indigent Defense Services ("Agreement") on April 25, 2017 (the date approved by the Lake County Board of Supervisor), with an effective date of May 7, 2017; and

WHEREAS, the partnership of J. David Markham and Anakalia K. Sullivan will end effective January 31, 2017, necessitated by the appointment of one partner to a Superior Court Judgeship; and

Whereas, LID intends to substitute a new partner in place of Mr. Markham; and

Whereas, the County desires to continue contracting with LID for indigent defense services but the change in partnership status necessitates the termination of this Agreement and the concurrent execution of a new agreement that memorializes the revised partnership arrangement.

Now therefore and in consideration of the mutual promises hereinafter contained, the parties hereto agree to amend the Agreement as follows:

1. Section 8, COMPENSATION. Subsection D, entitled "Payments" is amended as follows:

"ATTORNEY shall receive payment according to the following schedule:

"For the period May 7, 2017 to January 6, 2018 (the "Initial Term") eight equal monthly payments of One Hundred Ten Thousand Dollars and no/100 Cents (\$110,000.00).

For the period January 7, 2018 to January 31, 2018, a payment of Eighty Eight Thousand Seven Hundred Nine Dollars and 68/100 cents (\$88,709.68).

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

2. Section 9, TERM; CONTINUATION OF REPRESENTATION, is hereby amended to read as follows:

"The Term of this Agreement shall be from May 7, 2017 through and including January 31, 2018, unless earlier terminated as set forth in Section 10 ("TERMINATION"), below.

CONTRACTOR shall provide services under this Agreement in cases which have not been closed to which CONTRACTOR or its independent Attorney Contractors have been appointed previously under prior agreements and to which they are appointed by the Court. CONTRACTOR (or its independent Attorney Contractors assigned) shall continue to work on those cases, even though they have not been concluded by the end of the Term set forth in the prior agreement, in the manner hereafter provided."

Except as specifically modified herein, all other terms and conditions of the Agreement entered into on April 25, 2017, with an effective date of May 7, 2017, shall remain in full force and effect.

Executed at Lakeport, California, on this 23rd day of January, 2018.

COUNTY OF LAKE

CONTRACTOR

CHAIRMAN, Board of Supervisors



J. DAVID MARKHAM



ANAKALIA SULLIVAN, Partner, LID

ATTEST: Carol J. Huchingson
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
Anita L. Grant
County Counsel

By: _____


