

## **Amendment No. 2 to Agreement for Indigent Defense Between County of Lake and Lake Indigent Defense LLP**

This Amendment No. 2 to Agreement is made and entered into this 14th day of May, 2019 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 23<sup>rd</sup> day of January, 2018; and

WHEREAS, the COUNTY desires to continue contracting for indigent defense services; and

WHEREAS, the COUNTY seeks to extend the term four (4) months and adjust the payment amount of the Agreement previously agreed upon,

NOW, THEREFORE, the parties hereby agree as follows:

#### **A. 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/100 Cents (\$110,000), **and Two Million Three Hundred and Ten Thousand Dollars (\$2,310,000)** over the full **twenty one (21)** 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."

#### **B. 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 **October 31, 2019**, unless terminated as set forth in Section (10) ("Termination"), below."

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Lake Indigent Defense LLP**

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

ATTEST:  
CAROL J. HUCHINGSON  
Clerk to the Board of Supervisors

By: \_\_\_\_\_

**CONTRACTOR**

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

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

APPROVED AS TO FORM:  
ANITA L. GRANT  
County Counsel

By: \_\_\_\_\_