FIRST AMENDMENT TO AGREEMENT FOR THE PERFORMANCE OF CONFLICT PUBLIC DEFENDER DUTIES IN AND FOR THE COUNTY OF SAN LUIS OBISPO

This First Amendment to Agreement For The Performance Of Conflict Public Defender Duties In And For The County Of San Luis Obispo (hereinafter "First Amendment") is entered into this _____ day of _____, 2012 by and between the County of San Luis Obispo (hereinafter "County") and J. BARRY SCHIAVO, Attorney at Law, an individual (hereinafter "ATTORNEY"):

WITNESSETH

WHEREAS, ATTORNEY is presently serving as the Conflict Public Defender for the County pursuant to an Agreement For The Performance Of Conflict Public Defender Duties In And For The County Of San Luis Obispo (hereinafter "Agreement") executed on June 22, 2010; and

WHEREAS, since the execution of Agreement, the Post Release Community Supervision Act of 2011 (hereinafter "Act") was passed by the California legislature: and

WHEREAS, the Act sets forth new procedures for Post Release Community Supervision (hereinafter "PRCS") revocation hearings and parole revocation hearings; and

WHEREAS, indigent defendants subject to the PRCS and parole revocation hearings are entitled to representation by a public defender; and

WHEREAS, ATTORNEY is competent and qualified to perform such services; and

WHEREAS, it is necessary to amend the Agreement to allow ATTORNEY to engage in additional services.

NOW, THEREFORE, the parties do mutually agree as follows:

A. Paragraph 1, **Scope of Services**, is hereby amended to add the following paragraphs:

(i) Representation of any and all indigent persons subject to a PRCS revocation hearing from October 1, 2011, through termination of the Agreement.

(j) Representation of any and all indigent persons subject to a parole revocation hearing pursuant to Penal Code section 3000.08 and who are currently assigned to the PRCS program. Beginning July 1, 2013, ATTORNEY shall represent indigent persons subject to all parole revocation hearings which are heard and determined in San Luis Obispo County courts.

B. Paragraph 8, **Compensation** is hereby amended to add the following paragraph:

"As compensation for the services performed pursuant to Paragraph 1(i) and (j) of this First Amendment, COUNTY will pay ATTORNEY $300 per case, including all expenses incidental to said case, retroactive to October, 2011.

C. All other terms and conditions as set forth in Agreement For The Performance Of Conflict Public Defender Duties In And For The County Of San Luis Obispo executed on June 22, 2010 shall remain in full force and effect.

CONTRACTOR
J. Barry Schiavo, Attorney at Law

By: _____
J. Barry Schiavo

APPROVED AS TO FORM AND LEGAL EFFECT:
WARREN R. JENSEN
County Counsel

By: _____
Assistant County Counsel

Dated: 6/8/2012

COUNTY OF SAN LUIS OBISPO

Authorized by Board Action:

_____

By: _____
Chairperson of the Board of Supervisors

ATTEST:

_____

County Clerk and Ex-Officio Clerk of the Board of Supervisors, County of San Luis Obispo, State of California

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