

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

This First Amendment to Agreement For The Performance Of Primary 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 MAGUIRE and ASHBAUGH, a general partnership (hereinafter "ATTORNEYS"):

**WITNESSETH**

**WHEREAS**, ATTORNEYS are presently serving as the Public Defender for the County pursuant to an Agreement For The Performance Of Primary 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**, ATTORNEYS are competent and qualified to perform such services; and

**WHEREAS**, it is necessary to amend the Agreement to allow ATTORNEYS 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:

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

(i) 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, ATTORNEYS shall represent indigent persons subject to all parole revocation hearings which are heard and determined in San Luis Obispo County courts.

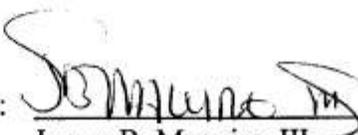
**B.** Paragraph 9, **Compensation** is hereby amended to add the following paragraph:

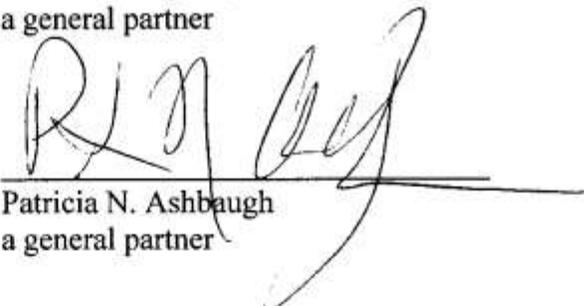
"As compensation for the services performed pursuant to Paragraph 1(h) and (i) of this First Amendment, COUNTY will pay ATTORNEYS \$300 per case, including all expenses incidental to said case, retroactive to October 1, 2011. ATTORNEYS are to submit a monthly invoice itemizing each completed case and will receive compensation within 30 days of receipt."

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

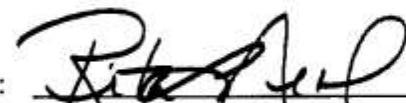
ATTORNEYS

MAGUIRE and ASHBAUGH  
Attorneys at Law  
a California general partnership

By:   
James B. Maguire, III  
a general partner

By:   
Patricia N. Ashbaugh  
a general partner

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