

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

This Second Amendment ("Second Amendment") to Agreement For The Performance Of Primary Public Defender Duties In And For The County Of San Luis Obispo ("Agreement") 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 the Agreement which was 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 Agreement was amended on June 19, 2012 to allow for the provision of services to indigent persons subject to a Post Release Community Supervision revocation hearing ("First Amendment"); and

**WHEREAS**, the Community Corrections Partnership (CCP) Executive Committee has identified a need for additional legal services for indigent defendants participating in specialty courts in order to advance in their rehabilitation; and

**WHEREAS**, on October 2, 2012 the CCP Executive Committee recommended to the County Board of Supervisors the addition of Public Defender services to provide advocacy for indigent persons enrolled in specialty courts; and

**WHEREAS**, on October 30, 2012 the County Board of Supervisors approved this request; 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:

(j) Representation of any and all indigent persons participating in specialty courts including Prop 36, Drug Court, Adult Treatment Court Collaborative (ATCC), and Behavior Health Treatment Court through ATTORNEYS acting in the capacity of a Specialty Court Advocate. The Specialty Court Advocate's duties shall include

facilitating referral and participation of indigent defendants in any appropriate rehabilitation program, assisting defendants in applications for needed services, developing sentencing alternatives, and monitoring cases during any probationary period of time. The Specialty Court Advocate will also be available to participate in AB109 training, seminars, and meetings.

**B.** Paragraph 4, **Records** is hereby amended to add the following paragraph:

ATTORNEYS shall maintain records of all Specialty Court Advocate referrals, the number of clients provided with services, the number of clients completing said programs and hours devoted to all duties.

**C.** Paragraph 7, **Personnel** is hereby amended to add the following paragraph:

(e) For the balance of Fiscal Year 2012-13, and subject to renewed funding and approval by the Community Corrections Partnership (CCP) Executive Committee and the County Board of Supervisors for succeeding fiscal years, under this contract or any renewals thereof, ATTORNEYS will provide an attorney to serve as a Specialty Court Advocate who will render services for 25 hours per week.

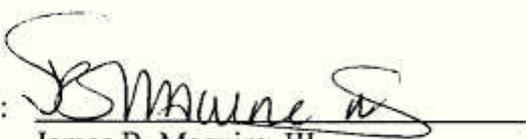
**D.** Paragraph 9, **Compensation** is hereby amended to add the following paragraph:

In addition to the compensation set forth in the Agreement as amended by the First Amendment, the County shall pay to ATTORNEYS \$6,666.00 per month ("Additional Compensation"), commencing January 2013 and continuing through June 30, 2013. The payment of Additional Compensation after June 30, 2013 is contingent upon renewed funding and approval by the Community Corrections Partnership (CCP) Executive Committee and the County Board of Supervisors for succeeding fiscal years.

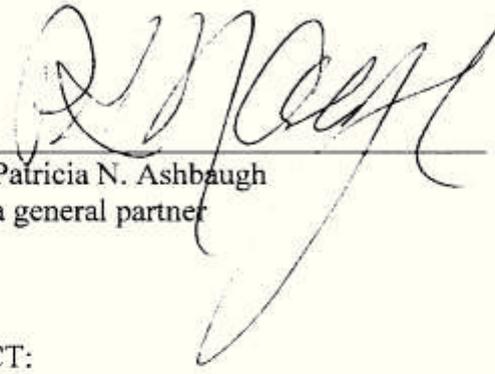
**E.** All other terms and conditions as set forth in the Agreement, as modified by the First Amendment, shall remain in full force and effect.

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:

Rita L. Neal  
County Counsel

By:

  
\_\_\_\_\_  
Chief Deputy County Counsel

Dated:

12/3/12

COUNTY OF SAN LUIS OBISPO

Authorized by Board Action:

By:

\_\_\_\_\_  
Chairperson of the Board of Supervisors

ATTEST:

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

