



**Contract Number**

24-565 A2

**SAP Number**

## County Administrative Office

<b>Department Contract Representative</b>	<u>Celia McDonald</u>
<b>Telephone Number</b>	<u>909.387.4286</u>
<b>Contractor</b>	<u>Brown, White &amp; Osborn LLP</u>
<b>Contractor Representative</b>	<u>Jack Osborn</u>
<b>Telephone Number</b>	<u>909-466-4757</u>
<b>Contract Term</b>	<u>7/1/24-6/30/27</u>
<b>Original Contract Amount</b>	<u>\$7,800,000</u>
<b>Amendment Amount</b>	<u>\$812,000</u>
<b>Total Contract Amount</b>	<u>\$8,612,000</u>
<b>Cost Center</b>	<u>1250001000</u>

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT No. 2 TO CONTRACT NO. 24-565  
COURT APPOINTED ADULT INDIGENT DEFENSE LEGAL REPRESENTATION SERVICES**

**WHEREAS**, on June 25, 2024 (Item No. 50), San Bernardino County (County) entered into Contract No. 24-565 (Contract) with Brown, White & Osborn LLP (Contractor) to provide court appointed adult indigent defense legal representation services in the East Valley and East Desert regions for cases filed in the Superior Court of California, County of San Bernardino, for the period July 1, 2024 to June 30, 2027;

**WHEREAS**, on September 10, 2024 (Item No. 23), the Board of Supervisors approved Contract Amendment No. 1 to include additional flat fee billing codes beginning July 1, 2024, as it relates to court appointed adult indigent defense representation services, with no change to the Contract amount;

**WHEREAS**, Contract No. 24-565 effective July 1, 2024, is for a three-year period and provides for payment to Contractor for identified flat fees per appointment and approved special fees; and

**WHEREAS**, there is a continuing need for the Contractor’s services to provide continued legal representation services for individuals involved in these cases, and the County desires to increase the Contract amount.

**NOW, THEREFORE**, the County and Contractor mutually agree to amend Contract No. 24-565 as set forth:

1. Revise Section C.45 under General Contract Requirements to read as follows:

**C.45 Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)**

Contractor has disclosed to the County using Attachment A-1 – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor’s proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County’s consideration of the Contract.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

2. Revise Section E. under Fiscal Provisions to read as follows:

**E.1** The maximum amount of reimbursement/payment under this Contract shall not exceed \$8,612,000, consisting of \$2,600,000 for Fiscal Year (FY) 2024-25 and \$3,006,000 each for FY 2025-26 and FY 2026-27, including Special Fees and an estimated allowance of \$150,000 per year for investigator and expert expenses per Section F Trust Fund, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor’s services and expenses incurred in the performance hereof, including travel and per diem, but excluding costs of investigators and expert, with exceptions as specified in this Section E. Expenditures for necessary investigator and expert services will be outside the consideration paid to the Contractor and will be paid per the Trust Fund provisions under Section F of this Contract..

3. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

4. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

Brwon, White, & Osborn LLP

*(Print or type name of corporation, company, contractor, etc.)*

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Jack B. Osborn

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Title Partner \_\_\_\_\_  
*(Print or Type)*

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_  
Address 31 W. Stuart Street,  
Redlands, CA 92374  
\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
► \_\_\_\_\_  
Julie Surber, Principal Asst. County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
► \_\_\_\_\_  
Matthew Erickson, County Chief Financial Officer  
Date \_\_\_\_\_



# ATTACHMENT A-1

## Levine Act –

### Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

#### **DEFINITIONS**

**Actively supporting or opposing the matter:** (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

**Agent:** A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

**Otherwise related entity:** An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

**Parent-Subsidiary Relationship:** A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor:

Brown White : Osborn LLP

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5      No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Thomas Brown, ESQ.

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded (“closed corporation”), identify the major shareholder(s):

NA

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
NA	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
NA		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
NA		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

NA	

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No  If **no**, please skip Question No. 10.

Yes  If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.