



Contract Number

24-565

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>\$7,800,000.00</u>
<b>Amendment Amount</b>	<u></u>
<b>Total Contract Amount</b>	<u>\$7,800,000.00</u>
<b>Cost Center</b>	<u>1250001000</u>

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, San Bernardino County (County) desires to designate a contractor of choice to provide defense representation under California Penal Code Section 987.2, to provide court appointed defense representation services for indigent defendants the Public Defender is unable to represent; and

**WHEREAS**, the County conducted a competitive process to find Brown, White & Osborn, LLP (Contractor) to provide these services; and

**WHEREAS**, based upon and in reliance on the representations of Contractor in its response to the County's Request for Proposals, the County finds Contractor qualified to provide these appointed representation services; and

**WHEREAS**, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

**NOW, THEREFORE**, the County and Contractor mutually agree to the following terms and conditions:

#### A. DEFINITIONS

- A.1 Contractor's Program Administrator: Attorney designated by Contractor to provide and oversee all attorneys furnishing professional services pursuant to the contract, and who is directly and personally responsible for Contractor's compliance with Contract terms.

- A.2** Superior Court or Court: For purposes of this Contract, Superior Court or Court shall refer to the Superior Court of California, County of San Bernardino.
- A.3** Subcontractor: A person, partnership, or company, not in the employment of or owned by Contractor who is performing services under this Contract or under a separate contract with or on behalf of Contractor.

**B. CONTRACTOR RESPONSIBILITIES**

- B.1** The Contractor shall perform, or cause to be performed, the administrative and legal services outlined in this Contract, in the East Valley and East Desert departments and divisions of the San Bernardino County Superior Court (Superior Court). The Contractor shall also provide other personnel ancillary to the furnishing of legal services, office space, all materials, equipment, facilities, and supplies necessary for the support of personnel subject to the payment provisions of this Contract, in the performance of the legal services under the Contract.
- B.2** The Contractor shall provide all required services in all Superior Court criminal proceedings, regardless of time and location of proceedings, including transfers of cases between districts, and County detention facilities where clients are housed, or other locations as necessary to carry out the work under the Contract.
- B.3** The Contractor shall assume full responsibility for furnishing associate counsel necessary to provide daily representation in multi-party criminal proceedings matters for all clients to whom the Contractor is appointed to represent. The Contractor shall provide necessary investigators, non-court interpreters, and experts, subject to the payment provisions of Section F Trust Fund of this Contract, in the performance of the legal services under the Contract.
- B.4** The Contractor shall ensure that the Contractor's Program Administrator and attorneys providing services under the Contract shall maintain active membership and status as an attorney in good standing with the California State Bar throughout the duration of services under the Contract. Failure to maintain that membership and status may result in immediate termination of the Contract and non-payment for services rendered during any period of non-compliance.
- B.5** Representation provided by the Contractor shall include all hearings scheduled by the Superior Court for or on behalf of client, as well as other services outlined in this Contract.
- B.6** Contractor shall provide an adequate number of attorneys to provide representation in a timely manner to all cases upon which Contractor is assigned, which includes cases that may be heard and transferred to any other location in the County of San Bernardino, and shall monitor the legal services performed by those attorneys with regard to their timeliness and effectiveness, and pay those attorneys appointed by the Superior Court for services rendered.
- B.7** The Contractor shall designate an attorney to serve as Contractor's Program Administrator who shall provide and oversee all attorneys furnishing professional services pursuant to the contract, and who is to be directly and personally responsible for Contractor's compliance with Contract Term.
- B.8** The Contractor shall ensure that all clients represented under this Contract receive effective assistance of counsel under the Constitution of the United States and the State of California.
- B.9** The Superior Court shall appoint the Contractor to provide representation services for any person in any criminal proceeding where a person qualifies for court-appointed counsel and requires such appointment and where the Public Defender is unavailable, with exceptions as specified in this Section B- CONTRACTOR RESPONSIBILITIES, unless the court finds that due to a conflict-of-interest Contractor should not provide representation.

- B.10** Notwithstanding any other provisions of the Contract, the Superior Court shall retain the authority to appoint an attorney or attorneys other than those made available by the Contractor to any case if, in the opinion of the Court, such appointment is necessary. Contractor shall not be credited or receive compensation in any way from County for appointments made under such circumstances.
- B.11** The Contractor shall not receive additional compensation other than the normal compensation under the Contract in the event the Contractor must replace one of its attorneys.
- B.12** The Contractor shall provide to clients in each case in which the Contractor is appointed by the Superior Court all appropriate professional legal services, including directing and supervising appropriate investigation under the terms of the Contract, from the time appointment to, and including, a final adjudication or disposition of such case or hearing, unless the Superior Court specifically relieves the Contractor or until conclusion of services under or termination of the Contract.
- B.13** All records shall be complete, current and comply with all requirements of the Contract. Failure to maintain acceptable records shall be considered grounds for withholding payments for billings submitted and for termination of the Contract.
- B.14** The following represents a twelve-month average number of billed appointments and proceedings the Contractor could represent under appointment by the Superior Court per month. The monthly average figures listed are only estimates of future appointments and there is no guarantee of a minimum or maximum number of appointments under this Contract.

	East Valley Region	East Desert Region
Felony Appointment (F/1)	42	5
Felony Violation of Probation (VOP) (F/2)	21	3
Felony dismissal before preliminary hearing	0	0
Felony Motion to Withdraw Plea (F/3)	1	0
Felony Witness Representation (F/5) --- individual hearings	2	3
Miscellaneous Felony Matters (F/6)	40	11
2 Strike Felony (F/7)	0	1
3 Strike Felony (F/8)	1	0
Felony Motion for New Trial (F/35)	0	0
Appearances – Felony: Drug Court, PC§1000, PC§1210 Review, etc. (F/62)	0	3
Post-release Community Supervision Revocations (F/109M)	1	0
Local Parole Revocations (F/109P)	1	0
Misdemeanor Appointment (M/1)	59	9
Misdemeanor dismissal before assignment calendar	0	0
Misdemeanor Violation of Probation (M/2)	6	2
Misdemeanor Motion to Withdraw Plea (M/3)	0	0
Misdemeanor Witness Representation (M/5) --- individual hearings	0	0
Miscellaneous Misdemeanor Matters (M/6)	6	4
Misdemeanor Motion for New Trial (M/35)	0	0
Misdemeanor Appeals (M/37)	---	---
Appearances – Misdemeanor: Drug Court, PC§1000, PC§1210 Review, etc. (M/62)	0	1

- B.15** The Contractor shall, through its attorneys providing representation services under the Contract, in each case in which the Contractor is appointed by the Superior Court, render to, and on behalf of clients, all professional legal services reasonably and legally required, including directing and supervising normal investigation provided under the terms of the Contract, from the time of appointment to, and including a final adjudication or disposition of such case or

hearing, unless the Superior Court specifically relieves the Contractor, or until conclusion of services under or termination of the Contract.

- B.16** The Contractor shall ensure that all clients represented under the Contract receive effective assistance of counsel under the Constitution of the United States and the State of California.
- B.17** The Superior Court will appoint the Contractor to represent all misdemeanor appeals, presently heard at the Rancho Cucamonga courthouse.
- B.18** The Contractor agrees to operate continuously throughout the term of the Contract with at least the minimum number of administrative staff (those individuals who provide administrative support for the Contract services) required to deliver the program services outlined herein. The Contractor agrees to make available to the County a schedule of the administrative personnel positions established by the Contractor for the rendering of such services. Such a schedule shall include all full-time and part-time staff positions by name and title, including volunteer positions whose direct services are required to provide the services described. The Contractor shall agree to provide the County, upon request, appropriate verification of applicable qualifications of its administrative personnel.
- B.19** Each attorney providing representation services under the Contract shall maintain continuous insurance coverage, as required by this Contract, during the entire time the attorney provides legal representation services under this Contract.
- B.20** Use of an attorney for representation services under this Contract other than those previously identified to and approved by the Superior court shall require advance notification to and approval by the Superior Court District's supervising judge, or designee, prior to first appearance, and proof of professional liability insurance required per Section G-INDEMNIFICATION AND INSURANCE of this Contract must be provided to the County department administering the Contract services prior to an attorney providing representation services under this Contract.
- B.21** Contractor shall provide to the County department administering the Contract an ongoing and regularly updated list of attorneys providing representation services under this Contract as any changes occur.
- B.22** Attorney/client conflict of interest applies to Contractor and employees and agents of Contractor, and includes but is not limited to any interest, activity, obligation, or responsibility which may compromise the ability to represent and safeguard the interests of the client.
- B.23** Contractor shall not be prohibited from engaging in the private practice of law provided that no private case shall be accepted which may cause a conflict of interest to arise wherein the Contractor would be unable to represent an individual the Superior Court has appointed to the Contractor to represent under this Contract.
- B.24** All attorneys providing legal representation services under this Contract shall appear timely for all appearances, always conduct themselves with the utmost professionalism and dress appropriately for all court proceedings.
- B.25** Penal Code (PC) Section 987.8 allows the Superior Court, or designated County Officer, to make determination of the defendant's ability to pay costs of appointed representation services. The Contractor will participate in that effort at no additional cost. Participation includes, but is not limited to, the distribution of financial declaration forms to clients upon initial appointment. The Contractor shall indicate on the monthly claim form if a financial evaluation form was completed by the client and submitted to the court.

- B.26** With the exception of client interview facilities at the Superior Court, no facilities will be provided for the Contractor under this Contract. All office space, office equipment, supplies and interpreters needed during client and family conferences shall be the responsibility of the Contractor.
- B.27** The District Attorney (DA) may provide audio and video recordings on CDs and DVDs. The Contractor shall have the ability to read recorded CDs and DVDs with commercially available software applications. The DA may require that individual photocopying jobs of discovery exceeding 300 pages be sent to commercial photocopying services. If the DA does use a commercial copying service, the Contractor shall be responsible for picking up photocopies at the commercial service. Travel expenses and staff time for picking up photocopies from the commercial copying service shall be expected to be borne by the Contractor as general office overhead, however the cost for the commercial photocopy service itself shall be payable out of the Contractor's investigator/expert trust fund (Section F. Trust Fund of this Contract) with appropriate documentation.
- B.28** If the Contractor desires access to the Superior Court's case management system, the Contractor must contact the Superior Court to arrange for such access. The Contractor shall be solely responsible for any costs associated with accessing the Superior Court's case management system and shall be responsible for following the juvenile court confidentiality policy regarding access to the case management system.

## **C. GENERAL CONTRACT REQUIREMENTS**

### **C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

### **C.2 Contract Amendments**

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

### **C.3 Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

### **C.4 Contract Exclusivity**

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this Contract.

### **C.5 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

### **C.6 Background Checks for Contractor Personnel**

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor

shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

**C.7 Change of Address**

Contractor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

**C.8 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**C.9 Compliance with County Policy**

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

**C.10 Confidentiality**

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

**C.11 Primary Point of Contact**

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

**C.12 County Representative**

The County Chief Financial Officer or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the

Services by Contractor. If this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

**C.13 Damage to County Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings, or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

**C. 14 Debarment and Suspension**

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**C.15 Drug and Alcohol Free Workplace**

In recognition of individual rights to work in a safe, healthful, and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

**C.16 Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

**C.17 Employment Discrimination**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**C.18 Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

**C.19 Improper Influence**

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

**C.20 Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of termination under this provision, the County is entitled to pursue any available legal remedies.

**C.21 Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**C.22 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**C.23 Licenses, Permits and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules, and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

All attorneys providing services under this Contract must be licensed and in good standing with the California State Bar.

**C.24 Material Misstatement/Misrepresentation**

If during the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

**C.25 Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**C.26 Nondisclosure**

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information, or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**C.27 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**C.28 Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

**C.29 Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

**C.30 Records**

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work, and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue, and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

**C.31 Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**C.32 Release of Information**

No news releases, advertisements, public announcements, or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

**C.33 Representation of the County**

In the performance of this Contract, Contractor, its agents, and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County.

**C.34 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**C.35 Subcontracting**

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 35.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

- 35.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 35.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements and G. Insurance and Indemnification.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

**C. 36 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

**C.37 Termination for Convenience**

The County and the Contractor each reserve the right to terminate the Contract, for any reason with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans forms, data, products, graphics, computer programs and reports.

**C.38 Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

**C.39 Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

**C.40 Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict-of-interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit

employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**C.41 Former County Administrative Officials**

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates, or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**C.42 Disclosure of Criminal and Civil Procedures**

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**C.43 Iran Contracting Act**

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

**C.44 California Consumer Privacy Act**

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

**C.45 Campaign Contribution Disclosure (SB 1439)**

Contractor has disclosed to the County using Attachment A, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or 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 Purchasing Department. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer for 12 months after the County’s consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

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.

**D. TERM OF CONTRACT**

This Contract is effective as of July 1, 2024, and expires June 30, 2027, but may be terminated earlier in accordance with the provisions of this Contract. The County shall have the option to extend the Contract term for up to two additional one-year periods through written notice to Contractor at least 30 days prior to the date the Contract would otherwise expire, and subsequent approval by the Board of Supervisors.

In the event of expiration of this Contract, or termination for other than cause, the Contractor shall continue to provide representation as described in E.37, to allow for completion of services or an orderly transition of representation. During that period, Contractor shall continue to provide representation and make all scheduled court appearances unless specifically excepted in writing by the County or if the case or hearing has been completed, or the Contractor has been relieved by the Superior Court. All applicable terms and conditions of the Contract shall remain in full force and effect during the extended period.

Upon receipt of a termination notice, Contractor shall promptly discontinue Services unless the notice, a court order or the Rules of Professional Conduct dictate otherwise. The Chief Financial Officer shall have the authority to terminate this Contract.

**E. FISCAL PROVISIONS**

- E.1** The maximum amount of reimbursement/payment under this Contract shall not exceed \$7,800,000, \$2,600,000 per year, 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.
- E.2** Invoices shall be issued with a net sixty (60) day payment term with corresponding Purchase Order number stated on the invoice.
- E.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- E.4** Contractor and all its employees and agents shall not accept nor solicit remunerations, gratuities or anything of value from or on behalf of any client represented under the contract for services rendered pursuant to the Contract, except for payment received from County as provided in this Contract.
- E.5** For cases appointed to Contractor on July 1, 2024 and forward, the Contractor shall be paid on a flat fee basis per case, per hearing, or per proceeding (e.g., Violations of Probation) per the following billing code categories and billing rates, with exceptions as specified in the following paragraphs.

<b>Billing Code</b>	<b>Service</b>	<b>Billing Rate</b>
F/1-e	Felony Appointment (F/1)	1,707.50
F/1a	Felony case taken-over from prior Contractor (if applicable)	1,467.50
F/1b-e	Felony case if dismissed by other than a plea agreement, prior to preliminary hearing, provided Contractor has made at least one court appearance	1,707.50
F/2-e	Felony Violation of Probation (VOP) Proceedings (Note: through disposition of proceedings; VOP includes reinstatement of criminal proceedings if not associated with a current case)	306.50
F/3-e	Motion to Withdraw Plea (Felony)	1,633.50
F/5-e	Witness representation - per Individual hearing	421.00
F/6-e	Miscellaneous felony matter not associated with current case, and including all cases for client heard at same appearance, or Contractor being relieved prior to preliminary hearing, provided Contractor has made at least one court appearance Footnote (1)	356.50
F/7e	Felony "2 Strikes" Appointment Footnote (2)	1,707.50

F/8-e	Felony "3 Strikes" Appointment <small>Footnote (2)</small>	1,707.50
F/10-e	Felony Appointment when case refiled following dismissal after preliminary hearing	1,707.50
F/15-e	Felony Appointment after Motion for New Trial Granted	1,707.50
F/35	Motion for New Trial-Felony (up to 10 hours representation)	at Superior Court's felony rate
F/62-e	Appearances – Felony: Drug Court, PC§1000, PC§1210 Review, etc. (F/62)	152.50
F/70-e	Felony "2 Strikes" Appointment when case refiled following dismissal after preliminary hearing	1,707.50
F/75	Felony "2 Strikes" Appointment after Motion for New Trial Granted	1,707.50
F/80-e	Felony "3 Strikes" Appointment after Motion for New Trial Granted	1,707.50
F/85	Felony "3 Strikes" Appointment when case refiled following dismissal after preliminary hearing	1,707.50
F/90	Additional pending felony case for which Contractor was not previously appointed that is resolved by plea agreement - 1/2 F1 full appointment	853.50
F/99	Pro Bono Felony Matter	\$0 (statistical purposes only)
F/109M-e	Post-release Community Supervision Revocation Proceedings	280.50
F/109P-e	Local Parole Revocation Proceedings	301.00
F/6emerg	Misdemeanor appointment	553.00
M/1-e	Misdemeanor case taken-over from prior Contractor	559.50
M/1-A	Misdemeanor case if dismissed by other than a plea agreement, prior to assignment calendar, provided Contractor has made at least one court appearance	639.00
M/2-e	Misdemeanor Violation of Probation (VOP) Proceedings (Note: through disposition of proceedings; VOP includes reinstatement of criminal proceedings if not associated with a current case)	255.50
M/3-e	Motion to Withdraw Plea (Misdemeanor)	639.00
M/5-e	Witness representation - per Individual hearing	421.00
M/6-e	Miscellaneous misdemeanor matter not associated with current case, and including all cases for client heard at same appearance, or Contractor being relieved prior to assignment calendar, provided Contractor has made at least one court appearance	255.50
M/15	Misdemeanor Appointment after Motion for New Trial Granted	639.00
M/35	Motion for New Trial - Misdemeanor (up to 5 hours representation)	at Superior Court's felony rate
M/37	Misdemeanor Appeals (West Valley Region)	at Superior Court's Appellate Division rate
M/62-e	PC§1000, PC§1210.1 or Drug Court review hearing per appearance for case that dispositioned as a misdemeanor-includes all pending cases for client heard at same appearance	152.50
M/90-e	Additional pending misdemeanor case for which Contractor was not previously appointed that is resolved by plea agreement - 1/2 M1 full appointment	320.00
M/99	Pro Bono Misdemeanor Matter	\$0 (statistical purposes only)

Footnote (1) = Miscellaneous matters include post-sentencing restitution hearings, modification of sentence or probation, resentencing, credit time served memos, probation review hearing, dismissal of case after probation completion, bench warrant recall, reduction of felony to misdemeanor, etc.

Footnote (2) = For purposes of the contract: 2-strike cases shall be defined as all cases wherein on prior strike conviction is alleged; 3-strike cases shall be defined as all cases wherein 2 or more prior strike convictions are alleged.

- E.6** Costs of services under the terms of this Contract shall be incurred during the Contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- E.7** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- E.8** 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 of representation services under the Contract, including travel and per diem, from the time of appointment to, and including, a final adjudication, or disposition, of such case, proceeding (e.g., violation of probation) or hearing, but excluding costs of investigators and experts, with exceptions as specified in this Section E-Fiscal Provisions. Expenditures for necessary investigator and expert services will be outside the consideration paid to the Contractor and will be paid per the provisions under Section F-Trust Fund of this Contract.
- E.9** The following types of professional representation services are specifically excluded from the Contract fee schedule:
- a) Representation of cases where the District Attorney has filed for special circumstances under Penal Code (PC) §190.2
- E.10** Should the Contractor elect to undertake representation on a case in Paragraph E.9 above, the court must first specifically appoint the Contractor for such representation. Payment shall be per Paragraph E.11 Special Fees, below. The Contractor will then assign that case to a qualified attorney for disposition and /or trial.
- E.11** Special Fees – Upon showing of good cause for extraordinarily complex cases, in cases where, because of the difficulty of the defense, the novelty or uncertainty of the law upon which the decision depends, the degree of professional ability, skill and experience called for and exercised in the performance of the services, the seriousness of the charge or novel legal principals being involved, extensive research, trial preparation and/or investigation being required, and only upon application by the Contractor and approval by the Court prior to incurring such costs, the Contractor may be allowed Special Fees at the discretion of the Superior Court. Requests for authorization for Special Fees must be made by written motion to the case's assigned Judge, or designee, with appropriate supporting declarations, and receive prior written approval of the Court. Special fee billings will be submitted on the Superior Court's Appointed Attorney Fees claim form, and shall be fully itemized as to specific dates, hours and activities, consistent with the Superior Court's Local Rule 1402, and will be submitted through the Contractor's Program Administrator prior to submittal to the Superior Court District where the case is heard for the Court's review and approval. Payment for attorney services on special fee cases shall be per the Superior Court's Appointed Services Fee Schedule felony case hourly billing and appearance rates current at the time of Contractor's appointment to the case, and in lieu of payment under the Contract flat fee schedule. Complex felony billing rates must have express written approval of the Court, per Local Rule of Court 1410. **The Contractor shall**

**immediately notify the County department administering the Contract services upon approval of any "Special Fees" order.**

- E.12** Cases appointed under the Contract must be represented through preliminary hearing (felony) or assignment calendar (misdemeanor), or through pleas and sentencing, to be billable as a full appointment fee. If the case is dismissed by other than a plea agreement prior to the milestone of preliminary hearing or assignment calendar, Contractor will be eligible to bill for the cases as a felony or misdemeanor early dismissal (billing code F/1b[-e] or M/1b[-e]) provided Contractor has made at least one court appearance. If a case is dismissed and refiled with amended charges after preliminary hearing, the original case and the refiled case are billable separately under the terms of the contract. If a case is dismissed and refiled within 72 hours on identical charges Contractor will not be eligible for an additional appointment fee. However, if a case is dismissed and refiled after 72 hours on identical charges, Contractor will be eligible for an additional appointment fee under the Contract payment provisions.
- E.13** The Contractor shall prepare and submit to the County department administering the Contract services, and simultaneously to the courthouse where services were provided for verification of services rendered, itemized monthly invoices, in arrears, in a format acceptable to the County, for services performed under this Contract, within twenty (20) days of the end of each Contract service month. The County shall make payment to Contractor within sixty (60) days after receipt of invoice or the resolution of any billing dispute.
- E.14** The flat fee payment under the Contract for Violation for Probation (VOP) and Revocation of Probation (ROP) proceeding representation, and the flat fee payment for local parole revocation and post-release community supervision revocation proceeding representation, are for the entire proceeding through disposition of the proceeding. The flat fee payment for VOP is filed after a proceeding is completed, Contractor shall be eligible for additional fees per the Contract fee schedule.
- E.15** In addition to the monthly invoice, the Contractor shall prepare and submit a monthly list of appointments in the format provided by the County and containing at least the following information: defendant name; case number; charge(s); case billing code following the Contract fee schedule (F/1-e, M/2-e, etc.) and date of appointment. The monthly list of appointments shall be transmitted via e-mail to the County's designated Contract administrator in MS Excel compatible format within twenty (20) days after the end of each Contract service month.
- E.16** If final adjudication or disposition for a felony or misdemeanor appointment, or VOP or ROP is not reached due to client's failure to appear (FTA) for a period of at least thirty (30) days, and it appears that such absence shall make final adjudication or disposition not possible within the immediate future, the Contractor may bill for services rendered under the terms of the Contract after a of (30) days has elapsed. If the defendant returns to court subsequently and within a period of six (6) months, the Contractor shall not bill an additional VOP or ROP fee, or additional appointment fee unless the original charges have been amended. If the defendant returns to court after a period of six (6) months, the Contractor may bill an additional appointment fee. If the defendant remains FTA at scheduled court appearances after the period of six (6) months, the Contractor may bill for "ongoing" FTA court appearances as a miscellaneous felony matter (F/6{-e}) or miscellaneous misdemeanor matter (M/6{-e}).
- E.17** If the Contractor is appointed under the Contract to a felony or misdemeanor case and a plea agreement is reached that resolves an additional pending felony or misdemeanor case for the same client for which the Contractor was not previously appointed, the Contractor shall be eligible for an additional appointment fee of one-half (1/2) the amount of a full felony or misdemeanor appointment as appropriate for the additional pending cases resolved by plea bargain (billing code F/90{-e} or M/90{-e}).

- E.18** If the courts stays or suspends a client's sentence, the case is closed for billing purposes upon that order and Contractor may bill for services rendered under the terms of the Contract. If criminal proceedings are reinstated thereafter, Contractor may bill for the reinstatement of criminal proceedings as VOP proceeding (billing code F/2 [-e] or M/2[-e] based on the underlying case's disposition as a felony or misdemeanor) under the Contract payment provisions.
- E.19** Should a mistrial be declared, that shall be a final disposition, Contractor may bill for services rendered under the Contract payment provisions. If the prosecution chooses to re-try the case, that is a new case for billing purposes and may be billed accordingly.
- E.20** If the court finds a client appointed under the Contract to be incompetent pursuant to PC § 1368, et seq., the case is closed for billing purposes upon that order and Contractor may bill for services rendered under the terms of the Contract. If the client is subsequently found competent and criminal proceedings are reinstated, Contractor may bill for the reinstatement of criminal proceedings as a new appointment,
- E.21** For billing purposes, strike cases are defined per California PC § 667, et seq. Two strike felony cases (billing codes F/7[-e]) shall be defined as all cases wherein one prior strike conviction is alleged. Three strike cases (billing codes F/8[-e]) shall be defined as all cases wherein one prior strike conviction is alleged. Three strike cases (billing codes F/8[-e] and F/80[-e]) shall be defined as all cases wherein two or more prior convictions are alleged.
- E.22** Misdemeanor Appeals – The Superior Court will appoint the Contractor whose service area includes the district(s) where appeals cases are heard to represent all misdemeanor appeals in that district(s), presently heard at the Rancho Cucamonga courthouse. Misdemeanor appeal representation billings will be submitted on the Superior Court's Appointed Attorney Fees claim form, and shall be fully itemized as to specific dates, hours, and activities, consistent with the Superior Court's Local Rule 1402, and will be submitted through the Contractor's program administrator prior to submittal to the Superior Court's Appellate Division for Court's review and approval. Payment for misdemeanor appeal representation services shall be per the Superior Court's Appellate Division Appointed Services Fee Schedule rates current at the time of appointment and shall be in lieu of payment under the Contract fee schedule.
- E.23** Motion for New Trial – The Contractor will bill for appointed services representing felony and misdemeanor motions for new trial at the Superior Court's felony hourly billing and appearance rates current at the time of appointment. The Contractor shall submit itemized services listings for appointed motion for new trial representation services, on the Superior Court's appointed attorney service claim form ("Declaration Re Attorney's Fees"), that are consistent with the Superior Court's Local Rule 1402 including full itemization as to specific dates, hours, and activities. The Contractor will be allowed to bill up to ten (10) hours for felony motion for new trial, and up to five (5) hours for misdemeanor motion for new trial, without prior approval of the court. If upon initial review of the case's discovery the Contractor anticipates that representation may require excess of the ten (10) or five (5) hour limit, as applicable, the Contractor may petition the court in writing for authorization for Special Fees per **Paragraph E.10** above. Contractor's payment for a motion for new trial representation services shall be in lieu of payment under the Contract fee schedule. If the Contractor is appointed for a motion for new trial, and the motion is granted, the Contractor will be eligible to bill for the subsequent new trial representation as a new appointment (billing codes F/15[-e], F/75[-e], F/85[-e], and M/15[-e]).
- E.24** After a conviction or plea, should the Court of Appeal return a case to the trial court by way of Remittitur, Reversal, Writ or any other method, and Contractor is appointed, then Contractor may bill for services rendered under the Contract payment provisions.
- E.25** Criminal Justice Realignment Act – Implementation of the Criminal Justice Realignment Act (CJRA) pursuant to State Assembly Bill 109 (AB109) has resulted in two new types of

representation services that will be handled by the Contractor: local parole revocation proceedings, and post-release community supervision revocation proceedings under Penal Code Section 3455. The Superior Court currently conducts local parole revocation hearings in each of the four court regions. Contractor shall accept all appointments for local parole revocation proceedings that are trailed to cases that the Contractor has already been appointed to represent.

- E.26** Miscellaneous matters (billing code F/6[-e] or M/6[-e]) that generally require some out-of-court preparation include the Contractor being relieved prior to preliminary hearing or assignment calendar, post-sentencing restitution hearings, modification of sentence or probation, re-sentencing, credit time served memos, dismissal of case after probation completion, bench warrant recall, reduction of felony to misdemeanor, etc.
- E.27** Individual court appearances that generally require limited preparatory work, will be billable at a flat fee per court appearance rate (billing code F/62[-e] or M/62[-e]) that shall include all pending cases for the client heard at the same court appearance. The Contractor or one of the Contractor's attorneys must make the court appearance in order for the appearance to be billable.
- E.28** The monthly invoice shall include a summary page listing the following:
  - Contractor's name and address;
  - Contract number;
  - Unique invoice number;
  - Total invoiced amount; and Subtotal amount by billing category consistent with the Contract fee schedule, listed separately by Superior Court District and by felonies and misdemeanors.

The monthly invoice shall list all cases closed, and all other services billable under the contract, for the preceding month, and shall list the case number, case name, primary charge (i.e., "PC211", "HS11379", etc.), billing code according to the Contract fee schedule (e.g., F/1-e, M/2-e, etc.), date appointed, date of disposition or final appearance, case disposition category based on the following table, total number of trial days, and the amount billed according to the Contract fee schedule, for each billable item listed on the monthly invoice. The Contractor also shall indicate on the monthly invoice if the Contractor's client completed and submitted the court's financial evaluation form.

Case Disposition Categories		
Felonies	100	Mistrial/hung jury
	101	Trial
	102	Plea agreement at trial
	103	Plea agreement before trial
	104	Dismissal
	106	Felony reduced to misdemeanor [PC§17(b)]
	107	Diversion (defendant granted diversion)
	108	Failure to appear
	109P	Local parole revocation proceeding
	109M	Post-release community supervision revocation proceeding
	110	Motion to withdraw plea
	111	Post sentence hearing (F6)
	113	Miscellaneous (describe disposition)
	114	Relieved as counsel (specify before or after preliminary hearing; also specify if relieved due to <i>Marsden</i> or <i>Faretta</i> motion)

	115	Witness representation
	116	California Rehabilitation Center (CRC) Exclusion
	117	State prison return
	121	PC§1210.1 review appearance
	122	Violation of probation
	126	Strike re-sentencing (PC§1170.126)
	130	PC§1000 review appearance
	135	Motion for new trial
	136	Hearing on drug court review
Misdemeanors	1	Plea agreement before trial
	2	Plea agreement at trial
	4	Dismissal
	6	Trial
	7	Witness representation
	8	Diversion
	9	Failure to appear
	10	Post sentence hearing (M6)
	11	Miscellaneous (describe disposition)
	12	Motion to withdraw plea
	13	Relieved as counsel (specify before or after assignment calendar; also specify if relieved due to <i>Marsden</i> or <i>Faretta</i> motion)
	14	Mistrial/hung jury
	21	PC§1210.1 review appearance
	22	Violation of probation
	30	PC§1000 review appearance
35	Motion for new trial	
36	Hearing on drug court review	
37	Misdemeanor appeal	

- E.29** The monthly invoice for payment will also be transmitted as an electronic file in either MS Word or MS Excel format via email to the County department administering the Contract within twenty (20) days of the close of each Contract service month.
- E.30** Any service billable under the Contract that the Contractor does not bill within six (6) months of completion of the billable service shall be deemed waived for payment absent a showing of good cause.
- E.31** Contractor's final billing shall be submitted within sixty (60) days of completion of billable services under the Contract.
- E.32** County reserves the right to conduct an audit of any submitted or submitted and paid monthly service statements.
- E.33** Upon request from County, the Contractor will promptly correct any inaccuracy and resubmit the invoice and corresponding electronic file.
- E.34** County may withhold payment if the Contractor fails to perform in accordance with the terms of any agreement. In the event an invoice or other demand for payment is disputed, the County may withhold the disputed portion of the payment. Upon the Contractor's request, the County will provide a written explanation of the disputed portion.

- E.35** County shall make payment to Contractor within sixty (60) days after receipt of invoice or the resolution of any billing dispute. Invoices must reflect both purchase order and applicable proposal number to initiate payment. Invoices are to be sent to the ordering department.
- E.36** Final payment due to Contractor upon Contract expiration or termination shall not be made until Contractor's final billing statement has been reviewed, verified and approved by the County or its designee, and all identified issues regarding the Contractor's trust fund accounting have been resolved by Contractor to the satisfaction of the County.
- E.37** In the event of expiration of the Contract, the Contractor shall continue to provide representation and make all scheduled court appearances for a period of sixty (60) days following the last day of appointments under the Contract, unless specifically accepted in writing by the Superior Court or unless the case or hearing has been completed. Services rendered during the sixty (60) day period will be billable under the Contract payment provisions, subject to review, verification, and approval by the Superior Court. In the event of termination of this Contract, the provisions in the termination sections of the Contract would prevail.
- E.38** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- E.39** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- E.40** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

**F. TRUST FUND**

- F.1** The County shall advance Contractor funds maintained for the sole purpose of payment of services of investigators and experts, and authorized expenses, required in the performance of the legal services under the Contract, in an estimated amount of \$150,000 based on the projected number of cases to be handled under the Contract, to be paid upon written request of the Contractor upon commencement of Contract. Such funds shall be placed in a separately maintained and dedicated account held by the Contractor in trust for the County. Funds advanced to the Contractor for the trust fund are to be expended only for the purposes and activities covered by the Contract, and as defined in this section. Trust fund advances will be deposited via EFT into the Contractor's dedicated account.
- F.2** The Contractor shall have the right to petition the County for additional funds to be deposited into the trust fund in the event that either: a) the actual caseload exceeds the projected caseload and the trust fund may be jeopardized, or b) as evidenced by declaration of the Contractor submitted to the County in the unusual event in which actual expenditures out of the trust fund have exceeded the budgeted funding amount.
- F.3** The Contractor is responsible for ensuring that all expenditures paid for out of the trust fund comply with all terms and conditions of the Contract.
- F.4** The trust fund shall remain the property of the County with the net balance of any such funds, and any interest earned on the account, reverting to the County at the conclusion of the Contract or upon request of the County. Contractor is responsible for ensuring that all expenditures from the trust fund account abide by all terms and conditions of the Contract.

- F.5** The Superior Court's Appointed Services Fee Schedule specifies the maximum billing rates for investigators and experts. While the Appointed Services Fee Schedule specifies the maximum billing rates, the County and Superior Court encourage the Contractor to pursue discounted rates when and where possible which will result in savings of trust fund expenditures. It is the duty of the Contractor to endeavor to negotiate the lowest hourly rate an expert will work for recognizing that the expert's services are a charge to the government. The Contractor shall pre-approve the billing rate and limit the total authorized billing amount before an investigator or expert commences services on a case appointed under the Contract.
- F.6** If, for purposes of providing representation services under the Contract, the Contractor reasonably needs a copy of a court proceeding transcript, that is not otherwise provided at no cost to Contractor by the Superior Court, the Contractor may pay with trust funds for the cost of copies of court proceeding transcripts up to \$100 per case at the Superior Court's approved rate, without obtaining advance approval. For any single transcript cost exceeding \$100, the Contractor must obtain prior express written approval from the Superior Court's judge designated to hear and rule on such requests. Any such requests shall specify that the payment for transcripts shall be paid by the Contractor out of the Contract trust fund after approval by Court.
- F.7** The Contractor must obtain prior express written approval in the form of an order from the Superior Court's designated Penal Code (PC) § 987.2 Judge prior to: 1) expending \$750 total in trust funds for investigator services for any single case; 2) agreeing to any expert billing rate that exceeds the Superior Court's Appointed Services Fee Schedule; 3) expending more than \$100 for any single transcript; or 4) agreeing to any travel-related expense other than mileage reimbursement. A copy of the order issued by the PC section § 987.2 Judge must be submitted with the Contractor's trust fund accounting.
- F.8** Although prior approval is generally not required for Contractor's expenditures out of the trust fund (exception \$750 limit for investigative services, extraordinary expert rate, transcript cost exceeding \$100), or travel-related expense other than mileage reimbursement, expenditures for investigators and experts shall comply with the Superior Court's rules regarding appointed services of investigators and experts, including travel and expenses.
- F.9** The Superior Court's rules pertaining to appointed services limit investigators to investigative services and related activities such as testimony. Investigator services paid out of the investigator/expert trust fund shall not include services that would normally be performed by the attorney or attorney office staff.
- F.10** Claims submitted to the Contractor by an investigator or expert must: follow the format of the Superior Court's Investigator and Experts Services Claim form; bear an original signature; include original receipts or invoices when expense reimbursement is requested; and provide sufficient specificity with regards to services performed to support the bill for payment, with dates and times of services itemized.
- F.11** The Contractor is responsible for certifying they have reviewed the investigator or expert billing for compliance with the terms of the Contract; that the services are consistent with the Superior Court's Local Rules pertaining to appointed service and Appointed Services Fee Schedule (unless a court order authorizing an exception is presented), and were performed at the Contractor's request, and the charges are reasonable and appropriate and have not been previously paid.
- F.12** Contractor shall submit quarterly accountings of expenditures out of the investigator/expert trust fund to the County department administering the Contract within thirty (30) days following the end of the quarter. The Contractor shall submit the final accounting within sixty (60) days of conclusion or termination of services under the Contract.

- F.13** The quarterly and final trust fund accountings must include a chronological summary of expenditures (current as of date of quarterly accounting), and all original supporting invoices or receipts with identification of the case number and client name and cancelled checks or images of both sides of cancelled check (including backside), bank account statements, and a copy of the account ledger. Original receipts or invoices will be required for expenses. If items such as blank audio and video tapes or film are purchased in bulk quantities by the investigator, the claim must be accompanied by the original receipt and a notation of the number of the item used for which reimbursement is being requested. The original receipt for bulk purchases will allow the County to verify the per-unit cost of the items. Court orders required under the terms of the Contract must be included in the trust fund accounting. Ordinary office expenses and general office overhead will not be allowed.
- F.14** The County will notify the Contractor in writing of any questions or issues regarding the trust fund accounting. The Contractor shall clarify or resolve any issue identified within thirty (30) days of receipt of written notice from the County.
- F.15** If the County determines the Contractor did not comply with the terms of the Contract, the County may refuse to ratify Contractor's election to expend the funds. The County will notify Contractor in writing if the County makes such a determination and will direct the Contractor to reimburse the trust fund and/or the County in the corresponding amount. If the Contractor fails to reimburse the County within thirty (30) days of receipt of written correspondence from the County regarding the County's determination that a trust fund expenditure did not comply with the Contract terms, the County may, at its option, withhold the amount determined to be reimbursed from future payments made under the Contract.
- F.16** Final payment to Contractor under the Contract shall not be made until all identified issues regarding the trust fund accountings have been resolved by Contractor to the satisfaction of the County

**G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**G.1 Indemnification**

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and the Superior Court and their authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County or Superior Court on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor indemnification obligation applies to the County's or Superior Court's "active" as well as "passive" negligence but does not apply to the County's or Superior Court's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

The Contractor agrees to incorporate this indemnification provision (Section G.1) as a term and condition of Contractor's engagement of attorneys and/or law firms made available by the Contractor to provide legal services to clients under the Contract.

**G.2 Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and Superior Court and their officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County or Superior Court to vicarious liability but shall allow coverage for the County and Superior Court to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**G.3 Waiver of Subrogation Rights**

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County and Superior Court and their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County and Superior Court.

**G.4 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County or Superior Court.

**G.5 Severability of Interests**

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County/Superior Court or between the County/Superior Court and any other insured or additional insured under the policy.

**G.6 Proof of Coverage**

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**G.7 Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

**G.8 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**G.9 Failure to Procure Coverage**

In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

**G.10 Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in

light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County or Superior Court to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County or Superior Court.

- G.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
  - b. Products and completed operations.
  - c. Broad form property damage (including completed operations).
  - d. Explosion, collapse and underground hazards.
  - e. Personal injury.
  - f. Contractual liability.
  - g. \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of Contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**G.11.5** Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Contract completion.

**G.11.6** Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

**G.11.7** Subcontractor Insurance Requirements – Contractor agrees to require subcontractor law firms or individual attorneys utilized as subcontractors, to provide insurance covering the contracted operations with the basic requirements specified in Section G. of this Contract, including naming the County and Superior Court as additional insureds, waiver of subrogation rights, and all insurance specifications. The Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required by the Contract.

## **H. RIGHT TO MONITOR AND AUDIT**

**H.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

**H.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of

three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

**I. CORRECTION OF PERFORMANCE DEFICIENCIES**

- I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract.
- I.2 In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, the Contractor shall notify County within one (1) working day, in writing and by telephone.
- I.3 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
  - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
  - c. Withhold funds pending duration of the breach; and/or
  - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
  - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

**J. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

Luther Snoke, County Chief Executive Officer  
County Administrative Office  
385 N. Arrowhead Ave., Fifth Floor  
San Bernardino, CA 92415-0120

Brown, White & Osborn, LLP  
300 E. State Street  
Redlands, CA 92373

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**K. ENTIRE AGREEMENT**

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

**L. ELECTRONIC SIGNATURES**

This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail 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 Agreement upon request.

IN WITNESS WHEREOF, the 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

▶ Dawn Rowe  
Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 25 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

By Lynna Monell  
Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County  
Deputy



Brown, White & Osborn, LLP

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

By Jack B Osborn  
(Authorized signature - sign in blue ink)

Name Jack B Osborn  
Jack B. Osborn and Kenneth P. White  
(Print or type name of person signing contract)

Title Partners  
(Print or Type)

Dated: 6/6/2024

Address 300 E. State Street  
Redlands, CA 92373

FOR COUNTY USE ONLY

Approved as to Legal Form  
▶ Julie Sukber  
Julie Sukber, Principal Asst. County Counsel  
Date 6/6/24

Reviewed for Contract Compliance  
▶ \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
▶ \_\_\_\_\_  
Date \_\_\_\_\_



# ATTACHMENT A

## Campaign Contribution Disclosure (SB 1439)

### DEFINITIONS

Actively supporting 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.**

**Brown, White & Osborn, LLP**

1. Name of Contractor: \_\_\_\_\_  
 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: Tom Brown

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):

N/A

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

Company Name	Relationship
<u>N/A</u>	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
<u>N/A</u>		

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):
<u>N/A</u>		

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
<u>N/A</u>	

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9. Was a campaign contribution, of more than \$250, 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 \$250 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.