

**STANDARD AGREEMENT**

STD 213A (Rev. 07/2019)

AGREEMENT NUMBER

AMENDMENT NUMBER

Purchase Authority Number

**BSCC 338-21****1****BSCC-5227**☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED**1. This Agreement is entered into between the Contracting Agency and the Contractor named below:**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR NAME

**SAN BERNARDINO COUNTY PUBLIC DEFENDER****2. The term of this Agreement is:**

START DATE

**MARCH 1, 2022**

THROUGH END DATE

**MARCH 1, 2025****3. The maximum amount of this Agreement after this Amendment is:****\$5,236,230.13****4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:**

This amendment adds year two funding for the Public Defense Pilot Program which increases the contract amount by \$2,603,224.43. The new contract amount is \$5,236,230.13.

Exhibit A: Scope of Work, Item 2. Project Summary and Administration is amended by replacing the prior language with the attached Exhibit A: Scope of Work, Item 2. Project Summary and Administration.

Exhibit B: Budget Detail and Payment Provisions is amended by replacing the prior Exhibit B: Budget Detail and Payment Provisions, Item 7. Project Budget with the attached Exhibit B: Budget Detail and Payment Provisions, Item 8. Year 2 Project Budget.

Exhibit B: Budget Detail and Payment Provisions is amended by adding the attached Exhibit B: Budget Detail and Payment Provisions, Item 7. Executive Order N-6-22 – Russia Sanctions.

All other terms and conditions shall remain the same.

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

**SAN BERNARDINO COUNTY PUBLIC DEFENDER**

CONTRACTOR BUSINESS ADDRESS

**323 W. COURT STREET**

CITY

**SAN BERNARDINO**

STATE

**CA**

ZIP

**92415**

PRINTED NAME OF PERSON SIGNING

**THOMAS W. SONE**

TITLE

**PUBLIC DEFENDER**

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

**CONTRACTING AGENCY**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Ste 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

## **EXHIBIT A: SCOPE OF WORK**

### **2. PROJECT SUMMARY AND ADMINISTRATION**

- A. The State Budget Act of 2021 (Senate Bill 129) appropriated funding for the Public Defense Pilot to each county for indigent defense providers, including public defenders, alternate defenders, and other qualifying entities that provide indigent defense in criminal matters for the purposes of workload associated with Sections 1172.1, 1172.6, 1473.7, and 3051 of, the Penal Code.<sup>1</sup>

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<sup>1</sup> Section 1170.95 of the Penal Code was amended and renumbered by Assembly Bill 200 (Chapter 58, Statutes of 2022) into section 1172.6 whereas Section 1170 was amended and renumbered by Assembly Bill 1540 (Chapter 719, Statutes of 2021), and later renumbered by Assembly Bill 200 into section 1172.1.

## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

### 7. YEAR 2 PROJECT BUDGET

Budget Line Items	Grant Funds
1. Salaries and Benefits	\$2,217,510.00
2. Services and Supplies	\$97,924.43
3. Professional Services or Public Agency Subcontracts	\$36,000.00
4. Non-Governmental Organization (NGO) Subcontracts	\$0
5. Equipment/Fixed Assets	\$0
6. Other (Travel, Training, etc.)	\$17,500.00
7. Indirect Costs	\$234,290.00
<b>TOTALS</b>	<b>\$2,603,224.43</b>

### 8. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.