



Contract Number

23-450 A2

SAP Number

4400022376

County Administrative Office

Department Contract Representative	Celia McDonald
Telephone Number	909-387-4286
Contractor	Hartnell Law Group, APC
Contractor Representative	Bryan Hartnell
Telephone Number	909.796.6881
Contract Term	July 1, 2023, to June 30, 2028
Original Contract Amount	\$710,000
Amendment Amount	\$132,012
Total Contract Amount	\$842,012
Cost Center	1250001000

AMENDMENT NO. 2 TO CONTRACT NO. 23-450

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, on May 23, 2023 (Item No. 31) San Bernardino County (County) entered into Contract No. 23-450 with Hartnell Law Group APC (Contractor) to provide specialized legal representation services under appointment by the Superior Court of California, County of San Bernardino (Superior Court) for the representation of individuals alleged to be “gravely disabled” pursuant to the Lanterman-Petris-Short (LPS) Act, but without sufficient financial means or otherwise unable to provide legal representation, in a high quality and cost-effective manner;

WHEREAS, Contract No. 23-450 effective July 1, 2023, is for a five-year period and provides for payment to Contractor for identified flat fees and approved special fees;

WHEREAS, on July 9, 2025 (Item No. 15) the County approved Amendment No. 1 to Contract No. 23-450 to include representation for Laura’s Law Assisted Outpatient Treatment and Community Assistance Recovery and Empowerment Court clients where the Public Defender is legally unable to represent the individuals;

WHEREAS, the Superior Court has increased the weekly court days to 2 full days a week resulting in additional work and staff time required by Contractor; and

WHEREAS, there is a continuing need for the Contractor’s services to provide continued legal representation services, and the County desires to increase the contract amount for the additional services provided.

NOW, THEREFORE, the County and Contractor mutually agree to amend Contract No. 23-450 as set forth;

1. Replace Section B.44, Campaign Contribution Disclosure (SB 1439), with the following:

B.44 Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

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

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

2. Replace Section D.1 under Fiscal Provisions with the following:

D.1. The maximum amount of payment under this Contract shall not exceed \$842,012 and shall be subject to availability of funds to the County. Beginning August 5, 2025, the annual payment shall not exceed \$176,004 per year plus any special fees authorized at the discretion of the Superior Court under Section E.2 of this Agreement. The consideration to be paid to the Contractor, as provided for in the Contract, shall be in full payment for all Contractor's services and expenses incurred in the performance under the Contract, including required insurance coverages, but excluding costs of subpoena service.

3. Replace Section E.1 under Payment Provisions:

E.1. The Contractor shall be paid a flat fee of \$14,667 a month in full payment for all services and expenses incurred in the performance of contract services, including, but not limited to, required insurance coverages and travel and per diem, with exceptions as specified in the following paragraphs.

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

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

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

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Hartnell Law Group, APC

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

By ►

(Authorized signature - sign in blue ink)

Bryan Hartnell

Name _____
(Print or type name of person signing contract)

Title CEO

(Print or Type)

Dated: _____
25757 Redlands Blvd

Address _____
Redlands, CA 92373

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Julie J. Surber, Principal Asst. County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Matthew Erickson, County Chief Financial Officer

Date _____



ATTACHMENT A-1

Levine Act –

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

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

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

DEFINITIONS

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

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

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

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

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

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

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

1. Name of Contractor: Hartnell Law Group, APC
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: Bryan Hartnell
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):

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

Company Name	Relationship
NA	

6. Name of agent(s) of Contractor:

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

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

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

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

No ☒

Yes ☐ If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No ☐ If no, please skip question 11.

Yes ☐ If **yes**, please provide the contribution information in Question 11.

11. 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 acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.