



Contract Number

19-390-A1

SAP Number

4400012438

County Administrative Office

Department Contract Representative
Telephone Number

Craig Congdon
387-4603

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Inland Defenders, Inc.
David Goldstein
909-877-2400
7/1/2019 – 6/30/2024
\$38,000,000
\$0
\$38,000,000
1250001000

Contract No. 19-390
Amendment No. 1

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, on June 11, 2019 (Item No. 26) the County of San Bernardino (County) entered into Contract No. 19-390 with Inland Defenders, Inc. (Contractor) to provide adult indigent defense representation services for cases filed in the Superior Court of California, County of San Bernardino, for the period July 1, 2019 to June 30, 2024;

WHEREAS, section D.28 of the Contract allows the Contractor to apply to the Superior Court for approval of Special Fees, allowing the Contractor to bill per the Superior Court's Appointed Services Fee Schedule felony case hourly billing and appearance rates rather than payment under the Contract fee schedule;

WHEREAS, section D.28 specifies that the Contractor must receive prior written approval of the Superior Court for Special Fees, without specifying at what point in the case proceedings the request must be made and approved by the Superior Court;

WHEREAS, the County desires to amend section D.28 to clarify that the Contractor must receive written approval of the Court for Special Fees prior to the trial setting conference;

NOW, THEREFORE, the County and Contractor mutually agree to amend Contract No. 19-390 as set forth below:

1. Section D.28 (Special Fees) is deleted and replaced in its entirety to read as follows:

D.28 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 principles 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 declaration, and receive written approval of the Court prior to the trial setting conference, unless extenuating circumstances exist. The Superior Court in its discretion will make the determination if extenuating circumstances exist. 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 shall be in lieu of payment under the contract 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.***

The parties agree this Amendment No. 1 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 Amendment No. 1 (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 No. 1 upon request.

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

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

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, 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
of the County of San Bernardino

By _____
Deputy

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

By ► _____
(Authorized signature - sign in blue ink)

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

Title _____
Program Co-Administrator
(Print or Type)

Dated: _____

Address _____
198 N. Arrowhead Ave Suite 17

San Bernardino CA 92408

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Julie J. Surber, Principal Assistant County Counsel	► _____	► Kelly Welty, Deputy Executive Officer
Date _____	Date _____	Date _____