

AMENDMENT TO CONTRACT

5

The County of San Benito (“COUNTY”) and Law Offices of Arthur Cantu (“CONTRACTOR”) enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated August 20, 2013, with an effective date of September 1, 2013.

b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows: September 9, 2014 (Amendment No. 1); October 10, 2017 (Amendment No. 2); and October 22, 2019 (Amendment No. 3), September 22, 2020 (Amendment No. 4).

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the “original contract”) are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

The term of the original contract is not modified.

The term of the original contract (Exhibit 1) is extended from the current expiration date of January 31, 2021, to a new expiration date of March 31, 2021. As established in the original contract, either party may terminate this contract upon thirty (30) days prior written notice.

b. Scope of Services. (Check one.)

The services specified in the original contract (Exhibit 1) are not modified.

The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

At all times, CONTRACTOR shall ensure that, if CONTRACTOR is absent, ill, or otherwise unable to attend court and/or perform under this Agreement, that another qualified attorney (“Coverage Counsel”) will be prepared, in attendance at Court, and able to timely carry out and discharge CONTRACTOR’s obligations

and duties, without causing the Court unnecessary continuances.

CONTRACTOR, agrees to use best ethical practices to insure that CONTRACTOR'S clients are properly served. CONTRACTOR will not use other conflict public defender attorneys to perform this service except when the conflict public defender voluntarily agrees in advance in writing to handle such representation. Contractor shall ensure that any Coverage Counsel has adequate experience to perform the duties. Furthermore, CONTRACTOR shall provide notice to the County when CONTRACTOR is ill, unavailable, or otherwise absent, along with the name of COVERAGE COUNSEL assigned to perform in CONTRACTOR's place when CONTRACTOR is absent for more than three consecutive days, or five days in a given calendar month.

As consideration for this renewal, Contractor further agrees to incorporate the same coverage requirements set forth in this Amendment, into the remainder of the term of Amendment No. 5, effective immediately, at no additional cost to County.

The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. Payment Terms. (Check one.)

The payment terms in the original contract (Exhibit 1) are not modified.

The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The payment terms are modified only as specified below:

Modified or New Payment Terms:

(Insert new or modified payment terms.)

Attachment B to the original contract, as previously amended (Exhibit 1) is hereby further amended add two new subdivision to Paragraph B-3 to read as follows; the remainder of Paragraph B-3 remains unmodified:

COVERAGE COUNSEL COSTS:

CONTRACTOR agrees that CONTRACTOR shall be solely responsible for covering any and all costs associated with ensuring that a qualified attorney will be prepared, in attendance at Court, and able to timely carry out and discharge CONTRACTOR's obligations hereunder, when CONTRACTOR is otherwise out, unable to attend, and/or unable to perform.

POTENTIAL COST OF LIVING ADJUSTMENT:

In the event that the COUNTY and the Management Employees Group, (hereinafter “Bargaining Group”) reach an agreement whereby the Bargaining Group’s members receive a cost of living adjustment for all members in the next Memorandum of Understanding, adopted and ratified by the Board of Supervisors for the COUNTY, the compensation provided to CONTRACTOR under this Agreement shall also be subject to the same cost of living adjustment.

All other provisions of Attachment B to the original contract, as previously amended, shall remain the same.

- [] The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:
(Insert new payment terms.)

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- [] One month in arrears.
- [] Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
- [] The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- [] a total lump sum payment of \$ _____, or
- [] a total sum not to exceed \$ _____,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

- [] There are no additional terms of compensation.
- [] The following specific terms of compensation shall apply:

d. Other Terms. (Check one.)

There are no other terms of the original contract that are modified.

Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:

The Parties hereby acknowledge and agree that facsimile or scanned signatures or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other Party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the forgoing forms of signature

The parties further agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement (if electronic signatures are used) are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR

DocuSigned by:
Arthur Cantu
A118ADFFC94741B...

Arthur Cantu, Attorney at Law

Date: 2/1/2021

COUNTY

San Benito County Board of Supervisors

DocuSigned by:
Ray Espinosa
405A865FF53F40B...

Ray Espinosa, CAU

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

DocuSigned by:
Barbara Thompson
8F73E30FC300415...

Barbara Thompson, County Counsel

Date

**EXHIBIT 1
TO AMENDMENT # 4**

**ORIGINAL
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

AMENDMENT TO CONTRACT

4

The County of San Benito (“COUNTY”) and Law Offices of Arthur Cantu (“CONTRACTOR”) enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated August 20, 2013, with an effective date of September 1, 2013.

b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows: September 9, 2014 (Amendment No. 1); October 10, 2017 (Amendment No. 2); and October 22, 2019 (Amendment No. 3);

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the “original contract”) are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

The term of the original contract is not modified.

The term of the original contract (Exhibit 1) is extended from the current expiration date of October 31, 2020, to a new expiration date of January 31, 2021. As established in the original contract, either party may terminate this contract upon thirty (30) days prior written notice.

b. Scope of Services. (Check one.)

The services specified in the original contract (Exhibit 1) are not modified.

The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

At all times, CONTRACTOR shall ensure that, if CONTRACTOR is absent, ill, or otherwise unable to attend court and/or perform under this Agreement, that another qualified attorney (“Coverage Counsel”) will be prepared, in attendance at Court, and able to timely carry out and discharge CONTRACTOR’s obligations and duties, without causing the Court unnecessary continuances.

CONTRACTOR, agrees to use best ethical practices to insure that CONTRACTOR'S clients are properly served. CONTRACTOR will not use other conflict public defender attorneys to perform this service except when the conflict public defender voluntarily agrees in advance in writing to handle such representation. Contractor shall ensure that any Coverage Counsel has adequate experience to perform the duties. Furthermore, CONTRACTOR shall provide notice to the County when CONTRACTOR is ill, unavailable, or otherwise absent, along with the name of COVERAGE COUNSEL assigned to perform in CONTRACTOR's place when CONTRACTOR is absent for more than three consecutive days, or five days in a given calendar month.

As consideration for this renewal, Contractor further agrees to incorporate the same coverage requirements set forth in this Amendment, into the remainder of the term of Amendment No. 5, effective immediately, at no additional cost to County.

The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:
(Insert new services.)

c. Payment Terms. (Check one.)

- The payment terms in the original contract (Exhibit 1) are not modified.
- The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)
 - The payment terms are modified only as specified below:

Modified or New Payment Terms:
(Insert new or modified payment terms.)

Attachment B to the original contract, as previously amended (Exhibit 1) is hereby further amended add two new subdivision to Paragraph B-3 to read as follows; the remainder of Paragraph B-3 remains unmodified:

COVERAGE COUNSEL COSTS:

CONTRACTOR agrees that CONTRACTOR shall be solely responsible for covering any and all costs associated with ensuring that a qualified attorney will be prepared, in attendance at Court, and able to timely carry out and discharge CONTRACTOR's obligations hereunder, when CONTRACTOR is otherwise out, unable to attend, and/or unable to perform.

POTENTIAL COST OF LIVING ADJUSTMENT:

In the event that the COUNTY and the Management Employees Group, (hereinafter "Bargaining Group") reach an agreement whereby the Bargaining Group's members receive a cost of living adjustment for all members in the next Memorandum of Understanding, adopted and ratified by the Board of Supervisors for the COUNTY, the compensation provided to CONTRACTOR under this Agreement shall also be subject to the same cost of living adjustment.

All other provisions of Attachment B to the original contract, as previously amended, shall remain the same.

The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:
(Insert new payment terms.)

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- One month in arrears.
- Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
- The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- a total lump sum payment of \$ _____, or
- a total sum not to exceed \$ _____,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply:

d. Other Terms. (Check one.)

- There are no other terms of the original contract that are modified.
- Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:

The Parties hereby acknowledge and agree that facsimile or scanned signatures or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other Party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the forgoing forms of signature

The parties further agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement (if electronic signatures are used) are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR

DocuSigned by:
Arthur Cantu
A118ADFFC94741B...

10/7/2020

Arthur Cantu, Attorney at Law

Date

COUNTY

San Benito County Board of Supervisors

CAO


~~Jaime De La Cruz, Chair~~ *Ray Espinosa, CAO*

10/15/2020

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

DocuSigned by:
Barbara Thompson
8E73E30EC300415

Barbara Thompson, County Counsel

Date

EXHIBIT 1
TO AMENDMENT # 4

ORIGINAL
CONTRACT

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

AMENDMENT TO CONTRACT

3

The County of San Benito ("COUNTY") and Law Offices of Arthur Cantu ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated August 20, 2013, with an effective date of September 1, 2013.

b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows: September 9, 2014 (Amendment No. 1); and October 10, 2017 (Amendment No. 2).

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

The term of the original contract is not modified.

The term of the original contract (Exhibit 1) is extended from the current expiration date of October 31, 2019, to a new expiration date of October 31, 2020.

b. Scope of Services. (Check one.)

The services specified in the original contract (Exhibit 1) are not modified.

The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

(Insert new or modified services.)

The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. **Payment Terms.** (Check one.)

- The payment terms in the original contract (Exhibit 1) are not modified.
- The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)
- The payment terms are modified only as specified below:

Modified or New Payment Terms:
(Insert new or modified payment terms.)

Attachment B to the original contract, as previously amended (Exhibit 1) is hereby further amended to revise Paragraph B-3 to read as follows:

B-3. COMPENSATION:

COUNTY shall pay to CONTRACTOR:

- A. An amount not to exceed \$80,000 annually, paid in monthly equal installments of \$6,666.67 for services rendered pursuant to the terms and conditions of the original contract, as previously amended, and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.
- B. An amount not to exceed \$1,080 per month for investigative services rendered pursuant to the terms and conditions of the original contract, as previously amended, and this amendment, at the rate of \$35 per hour. CONTRACTOR shall provide the COUNTY with a written itemized monthly bill for the investigative services up to \$1,080 per month. Investigative service charges exceeding \$1,080 per month shall be the sole responsibility of the CONTRACTOR and not the COUNTY, unless governed by paragraph B-4 of the original contract, as previously amended.

All other provisions of Attachment B to the original contract, as previously amended, shall remain the same.

- The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:
(Insert new payment terms.)

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- One month in arrears.
- Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
- The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- a total lump sum payment of \$ _____, or
 - a total sum not to exceed \$ _____,
- for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply:

d. Other Terms. (Check one.)

- There are no other terms of the original contract that are modified.
- Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:
(Insert other modified or new terms.)

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR

Arthur Cantu

Arthur Cantu, Attorney at Law

10.16.2019

Date

COUNTY

San Benito County Board of Supervisors

Mark Medina

Mark Medina, Chair

10/22/19

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Shirley L. Murphy

Shirley L. Murphy, Deputy County Counsel

Oct. 16, 2019

Date

**EXHIBIT 1
TO AMENDMENT # 3**

**ORIGINAL
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

AMENDMENT TO CONTRACT

2

The County of San Benito ("COUNTY") and Law Offices of Arthur Cantu ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated August 20, 2013, with an effective date of September 1, 2013.

b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows: Amendment No. 1 (September 9, 2014).

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

The term of the original contract is not modified.

The term of the original contract (Exhibit 1) is extended from the current expiration date of October 31, 2017, to a new expiration date of October 31, 2019.

b. Scope of Services. (Check one.)

The services specified in the original contract (Exhibit 1) are not modified.

The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

(Insert modified or new services.)

The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. **Payment Terms.** (Check one.)

- The payment terms in the original contract (Exhibit 1) are not modified.
 The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)
 The payment terms are modified only as specified below:

Modified or New Payment Terms:

COUNTY shall pay to CONTRACTOR a total sum not to exceed **\$78,000 annually to be paid in equal monthly installments of \$6,500.00**, for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

For investigative services not covered under the existing contract (e.g. homicide cases with or without special circumstances and attempted first-degree homicide cases), investigative services shall be paid at the rate of determined by the County Administrative Office each fiscal year, up to a maximum of \$9,000, unless further investigative services are ordered by the Court or except as otherwise ordered by the Court.

- The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- One month in arrears.
 Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
 The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- a total lump sum payment of \$ _____, or
 - a total sum not to exceed \$ _____,
- for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply:
(Specify)

d. Other Terms. (Check one.)

- There are no other terms of the original contract that are modified.
- Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:
(Insert other modified or new terms.)

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR

Arthur Cantu

Name/Title: Arthur Cantu, Attorney at Law

10.4.17

Date

COUNTY

San Benito County Board of Supervisors

Jaime De La Cruz, Chair

10/10/17

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Barbara Thompson

Barbara Thompson, Acting Assistant County Counsel

10/10/17

Date

**EXHIBIT 1
TO AMENDMENT # 2**

**ORIGINAL
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

AMENDMENT TO CONTRACT

1

The County of San Benito ("COUNTY") and the Law Office of Arthur Cantu ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract dated August 20, 2013, with an effective date of September 1, 2013.

b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows: _____

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "Original Contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

The term of the Original Contract is not modified.

The term of the Original Contract is extended from the current expiration date of August 31, 2014, to a new expiration date of October 31, 2017.

b. Scope of Services. (Check one.)

The services specified in the Original Contract are not modified.

The services specified in the Original Contract are modified as specified below: (Check one.)

The services specified in the Original Contract are modified only as specified below:

Modified or New Scope of Services:

(Insert modified or new services.)

The services specified in the Original Contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. Payment Terms. (Check one.)

The payment terms in the Original Contract are not modified.

The payment terms in the Original Contract are modified as specified below:
(Check one.)

The payment terms are modified only as specified below:

The payment terms in Sections B-3 and B-4 of Attachment B to the Original Contract are deleted in their entirety and replaced with the following payment terms:

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR:

A. Seventy-Five Thousand Dollars (\$75,000) annually for the term of the contract payable in equal monthly installments of Six Thousand Two hundred and Fifty Dollars (\$6, 250) from September 1, 2014 to October 31, 2017 for services rendered pursuant to the terms and conditions of the Original Contract.

B. An amount not to exceed One Thousand Dollars (\$1,000) per month for the term of the contract (September 1, 2014 to October 31, 2017) to pay for investigative services rendered pursuant to the terms and conditions of the Original Contract at the rate of \$35.00 per hour. CONTRACTOR shall provide the COUNTY with a written itemized monthly bill for the investigative services up to \$1,000 per month. Investigative service charges exceeding the \$1,000 per month shall be the sole responsibility of the CONTRACTOR and not the COUNTY, unless governed by the Special Compensation Terms contained in Section B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

There are no additional terms of compensation.

The following specific terms of compensation shall apply: (Specify)

CONTRACTOR agrees to provide for homicide cases providing that the matter is not a special circumstance case (either capital or life without the possibility of parole) at a maximum of Twenty Five Thousand Dollars (\$25,000) each for attorney services only. Cost of investigative services and related costs are not included, but investigative services shall be paid at the rate of \$35.00 per hour up to a maximum of \$6,000, unless further investigative services are ordered by the Court.

CONTRACTOR agrees to provide services for attempted first-degree homicide cases at a maximum of Twenty-Five Thousand Dollars (\$25,000) each for attorney services only. Cost of investigative services and related costs are not included, but investigative services shall be paid at the rate of \$35.00 per hour up to a maximum of \$6,000, unless further investigative services are ordered by the Court. This special compensation provision shall be limited to two (2) attempted first-degree homicide cases during any of the following time periods: September 1, 2014 - August 31, 2015; September 1, 2015 - August 31, 2016; and September 1, 2016 - October 31, 2017, for a total of six attempted first-degree homicide cases over the life of the contract. All

attempted first-degree homicide cases in excess of the two (2) cases allotted for in any applicable time period set forth above shall be handled by CONTRACTOR under the flat fee provisions of the Original Contract at no extra cost to the COUNTY. CONTRACTOR shall notify the COUNTY in writing when he has been appointed by the court as a public defender in any attempted first-degree homicide case.

In homicide cases involving special circumstances, CONTRACTOR agrees to pay investigative services at the rate of \$35.00 per hour up to a maximum of \$6,000, unless further investigative services are ordered by the Court.

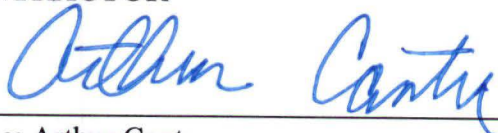
d. Other Terms. (Check one.)

- There are no other terms of the Original Contract that are modified.
 Other terms of the Original Contract are modified only as specified below:

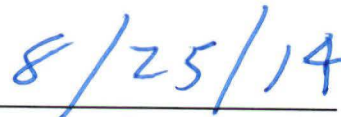
3. Other Terms.

All other terms and conditions of the Original Contract (Exhibit 1) that are not changed by this amendment shall remain the same.

CONTRACTOR



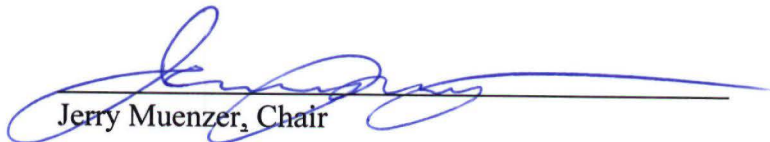
Name: Arthur Cantu

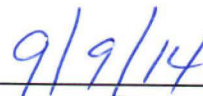


Date

COUNTY

San Benito County Board of Supervisors

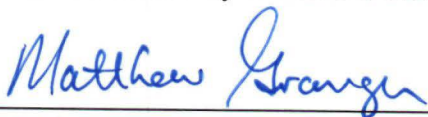

Jerry Muenzer, Chair



Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



Matthew Granger, County Counsel



Date

**EXHIBIT 1
TO AMENDMENT TO CONTRACT # 1**

**ORIGINAL
CONTRACT**

(Please attach the initial contract and any prior amendments)

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and the Law Office of Arthur Cantu ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on September 1, 2014, and end on September 9, 2014.

2. Scope of Services.

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

(a)	Comprehensive general liability insurance:	\$1,000,000.00
(b)	Professional liability insurance:	\$3,000,000.00
(c)	Comprehensive motor vehicle liability insurance:	\$1,000,000.00
(d)	Workers' Compensation Insurance	minimum of \$100,000 per occurrence for employer's liability.

6. Termination.

Not applicable

7. Specific Terms and Conditions

Not applicable.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Name	Ray Espinosa	Arthur Cantu
Title	County Administrative Officer	Attorney at Law
Address	481 Fourth Street Hollister, CA 95023	345 Fifth Street Ste. 7 Hollister, CA 95023
Phone	(831)636-4000	(831)637-2585
Fax	(831)636-4010	

SIGNATURES

APPROVED BY COUNTY:



Name: Ray Espinosa

County Administrative Officer

Date: 8/28/14

APPROVED BY CONTRACTOR:



Name: Arthur Cantu


Title: Attorney at Law

Tax I.D. or Social Security No.: 20-0816598

Date: 8/25/2014

APPROVED AS TO LEGAL FORM:

Matt Granger, San Benito County Counsel



By: Matthew Granger

Date: 8-25-2014

ATTACHMENT A
Scope of Services

CONFLICT INDIGENT DEFENSE SERVICES

A-1 APPOINTMENTS

The duties and responsibilities include those described in Government Code Section 27706, as well as legal services as appointed counsel in each of the following instance in which the Superior Court of California for San Benito County (hereinafter the "Court") has the authority to appoint counsel, including, without limitation, the following:

- a. Appointments in all criminal cases (Penal Code 987), except that in the event of any charged homicide offense wherein the client-defendant is subject upon conviction of the offense to either punishment by a) death by execution or b) life in prison with or without the possibility of parole, Contractor will make such court appearance as required to maintain proper legal process and for protection of the client's rights until such time as the County and Contractor, within thirty (30) days after written notice by Contractor to County of the proceedings, can agree that either the Contractor will continue representation with compensation paid in conformity with Section B-4 of Attachment B hereto or County, at its sole option, locates and assigns permanent legal counsel for the client;
- b. Representation of minors in juvenile delinquency proceedings (Welfare and Institutions Code §634 and §700). Contractor shall be obligated to provide such services to minors only if representation does not create an actual conflict of interest with Contractor's obligation to provide legal representation in any concomitant criminal case.
- c. Representation of minors or parents in juvenile dependency cases (Welfare and Institutions Code §317 and §353);
- d. Lanterman-Petris-Short Act proceedings (Welfare and Institutions Code §5276, 5302, 5350, and 5365);
- e. Family law proceedings (Family Code 3150);
- f. Habeas Corpus Proceedings pertinent to underlying criminal cases;
- g. The foregoing enumeration of specific instances does not limit the generality of Contractor's obligation to perform services in all instances in which the Court has authority to appoint counsel.

A-2 EXTRAORDINARY WRITS

Attorneys performing services under the Contract are required to perform services persecution of applications for extraordinary writs in state courts of review.

A-3 CHANGE OF VENUE

Attorneys performing services under the contract are required to perform services in any court to which a case is transferred on change of venue. The continued representation of defendants in change of venue cases shall be at no additional cost to the County except that the attorneys shall be eligible for reimbursement of travel, lodging, and meal expenses at the County's established rate of reimbursement.

A-4 OTHER SERVICES REQUIREMENTS

In addition to the general terms and conditions specified in the County's Contract, the following specific terms and conditions shall apply:

- a. **Availability:** Contractor agrees to have an attorney available to provide public defender services when contractor is unavailable. Such attorney is hereinafter referred to as the Adjunct Attorney. In addition to the Contractor possessing a minimum of three years of practice in criminal law, the Adjunct Attorney shall also have a minimum of three years experience in the practice of criminal law. At all times, Contractor shall provide County with the names and qualifications of the Adjunct Attorney providing public defender legal service pursuant to this Contract. Additional professional staff, beyond the Adjunct Attorney, may be an attorney(s) with less than three years experience and/or certified second/third year law students (law students to be under the direction of a staff attorney with at least three years previous experience). Any appearance by a certified second/third year law student shall comply with all of the requirements set forth in California Rules of Court 9.42(d)(3).

Attorneys hired by Contractor to assist Contractor in the delivery of legal services to appointed clients may be retained by Contractor as employees or independent sub-contractor attorneys. The quality of work of any attorney retained by Contractor on a sub-contracted basis shall be directed, reviewed, and evaluated by Contractor on a regular basis to assure competency of legal services. Contractor shall remain responsible for all legal services rendered under this Contract. Contractor shall require any Adjunct Attorney(s) to comply with all provisions of this Contract regardless of the relationship between Contractor and Adjunct Attorney(s).

- b. **Right to Refuse Personnel:** The County reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the Contractor.
- c. **Private Basis:** Contractor agrees not to accept any case on matters within the scope of Contractor's duties under this Contract on a private basis. Contractor shall prohibit all Adjunct Attorneys providing legal services under this Contract from accepting any case on matters within the scope of this Contract. Contractor further agrees not to accept compensation, whether directly or indirectly, from any source other than the County on cases assigned pursuant to this Contract. Contract shall prohibit all Adjunct Attorneys from accepting any compensation, whether directly or indirectly, from any source other than the County on cases assigned pursuant to this Contract.
- d. **License to Practice Law and Required Certification:** All attorneys performing services under the Contract shall be licensed to practice law in the State of

California, be in good standing with the California Bar Association, and shall maintain any and all specialized training, certification and minimum experience qualifications required by the Court in order to provide the indigent defense services outlined in this scope of services.

- e. Standards of Performance: Contractor shall provide for competent, adequate, and effective legal representation for indigent defendants when appointed by the Court from the time of appointment to and including a final adjudication of such case and perform all duties required by Penal Code (PC) §1240.1, even for those cases assigned on the last day of the Contract for services with the County. The Contractor shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards.

The duties and responsibilities of counsel as set forth in the federal and state Constitutions, statutes, court decisions, and rules of professional conduct shall be observed and shall include, but not be limited to, the following:

- I. Duty of careful factual and legal investigation (e.g., duty to research the law and raise appropriate objections, duty to investigate medical reports and conduct psychiatric examinations to support a diminished capacity defense, etc.)
- II. Duty to keep the client informed.
- III. Duty to prepare for jury selection, examination of witnesses, submission of instructions, and presentation of argument at trial.
- IV. Duty to know and explore sentencing alternatives.

A-5 STATISTICAL REPORTING

Attorneys performing services under the Contract shall be responsible for maintaining client records and maintaining and reporting monthly caseload and disposition statistics throughout the term of the Contract. Contractor shall submit a monthly report describing total caseloads and dispositions to the County Administrative Officer or his or her designee. The caseload and disposition report shall be submitted in a form prescribed by the County Administrative Office, attached to this Contract as Exhibit D and incorporated herein by reference. Exhibit D is indicative of the minimum information that will be required for the caseload and disposition report.

Contractor shall keep such records as may be required for the following:

- (a) To enable the Court, in appropriate proceedings, to determine the amount of reasonable attorney's fees for the purpose of assessment of costs pursuant PC §987.8 and/or PC §987.9;
- (b) To enable the County to obtain reimbursement under the provision PC §903.1 of the Welfare and Institutions Code for legal services furnished to certain minors;

- (c) To enable the County to obtain reimbursement from the State of California under the Provisions of GC §15200-15204 and to enable the Court, in appropriate proceedings, to obtain reimbursement under Division IV, commencing with Probate Code §1400;
- (d) To enable the County to obtain reimbursement for the services rendered by the Contractor under any other provisions of law not previously mentioned; and
- (e) Upon reasonable advance notice, to keep any record reasonably required by the County to assist the County in revering any monies in connection with the provision of legal and related services governed under this contract.

A-6 OFFICE LOCATION AND OFFICE HOURS:

Attorneys performing services under the Contract shall be required to maintain, at all times, an office in the City of Hollister from which to conduct business and for consultation with clients. Contractor shall maintain office hours in the City of Hollister sufficient to provide the necessary representation and coordination of defense for clients assigned to the Contractor under this contract and shall maintain adequate technological equipment for maximum availability to clients. The Contractor shall be responsible for all expenses incidental to conducting a law practice and conflict indigent defense office, including, but not limited to, the following: investigate personnel, clerical support staff, office space, utilities, supplies, library, communications, computer hardware and software, postage, photocopying, local and long-distance telephone calls, furniture, equipment, and maintenance. Contractor further shall provide Contractor's own interpreter except in the courtroom setting. Meetings will be required at the jail or at the office before the day of court to make any court appointment meaningful.

A-7 PRIVATE PRACTICE

Contractor shall retain the right to maintain a private practice not in conflict with the legal services contracted for under this Contract. For purposes of this paragraph, "conflict" includes without limitation conflicts of interest and conflicts in time.

A-8 CONTINUED DUTY OF REPRESENTATION

At the expiration of this Contract, Contractor shall carry to conclusion through trial all cases pending at that time, unless a case may be transferred to a successor public defender without prejudice to the client and without unnecessary expense to the county. Contractor will provide such services at the same hourly rate as other attorneys representing the County are paid for similar work as determined by the Court.

A-9 EXTRAORDINARY CIRCUMSTANCES

Contractor shall notify and consult with the County Administrative Officer to discuss options for dealing with any extraordinary circumstances not specified in this Contract. Contractor and County Administrative officer shall meet and confer to attempt to reach a mutually satisfactory resolution to deal with the extraordinary circumstances. Additional compensation for extraordinary circumstance may be grated before the services are provide, but only after the County has made a determination and order has been issued

following an required hearing or only after the Contractor and County have reached a mutual agreement in writing.

END OF ATTACHMENT A.

ATTACHMENT B
Payment Schedule

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
 Upon the complete performance of the services specified in Attachment A.
 The basis specified in paragraph B-3 and B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

This nine day Contract is being employed as a stop gap measure to allow the COUNTY to retroactively approve Amendment to Contract #1 to the August 20, 2013, contract between the COUNTY and the CONTRACTOR (hereinafter the "Original Contract"), which amendment extends the term of the Original Contract from September 1, 2014, to October 31 2017. Upon approval of the Amendment to Contract #1, this Contract will have no further legal force or effect.

Further, upon COUNTY approval of Amendment to Contract #1, the amount of compensation paid to the CONTRACTOR will be governed solely by the terms and conditions of Amendment to Contract #1 and the Original Contract. The CONTRACTOR shall not be entitled to receive any monies under this Contract.

COUNTY shall pay to CONTRACTOR:

- A. One-Thousand Eight-Hundred and Seventy-Five Dollars (\$1875.00) for services rendered between September 1, 2014, and September 9, 2014, in a one-time payment as the full amount due and owing under this Contract if, and only if, the Amendment to Contract #1 is not approved at the September 9, 2014, San Benito County Board of Supervisors meeting.

B-4. SPECIAL COMPENSATION TERMS

CONTRACTOR agrees to provide services for homicide cases wherein the client-defendant is subject upon conviction of the offense to either punishment by 1) death by execution or 2) life in prison with or without the possibility of parole at the hourly rate of \$100 per hour up to a maximum sum of twenty-five thousand Dollars (\$25,000) for attorney services only. Cost of investigative services and related costs are not included, but investigative services shall be paid at the rate

of \$35.00 per hour up to a maximum of six-thousand Dollars (\$6,000), unless further investigate services are ordered by the Court.

END OF ATTACHMENT B

ATTACHMENT C General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also

represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C.

07/13/13

SAN BENITO COUNTY'S RFQ FOR INDIGENT DEFENSE SERVICES

COUNTY'S STANDARD SERVICES CONTRACT

C O N T R A C T

The **COUNTY OF SAN BENITO** ("COUNTY") and Law Office of Arthur Cantu ("CONTRACTOR") enter into this contract ("Contract"), which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract:

This Contract shall commence on September 1, 2013, and end on August 31, 2014, unless sooner terminated as specified herein.

2. Scope of Services:

CONTRACTOR, for County's benefit, shall perform the full scope of services specified on Attachment A to this Contract. Attachment A is made a part of this Contract.

3. Compensation for Services:

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this Contract.

4. General Terms and Conditions:

The rights and duties of the parties to this Contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this Contract.

5. Insurance Limits:

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- | | |
|---|---|
| a. Comprehensive General Liability Insurance: | \$1,000,000.00 |
| b. Professional Liability Insurance: | \$3,000,000.00 |
| c. Comprehensive Motor Vehicle Liability Insurance: | \$1,000,000.00 |
| d. Workers' Compensation Insurance | minimum of \$100,000
per occurrence for
employer's liability. |

6. Termination:

The number of days of advance written notice required for termination of this Contract is ninety (90) days.

7. Specific Terms and Conditions:

The rights and duties of the parties to this Contract are additionally governed by the specific additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this Contract.

8. Information About Contract Administrators:

The following names, titles, addresses and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Contract Administrator for CONTRACTOR:

Name: Ray Espinosa
Title: Interim County Administrative Officer
Address: San Benito County
481 Fourth Street
Hollister, CA 95023

Name: Arthur Cantu
Title: Attorney at law
Address: 345 Fifth St. Ste. 7
Hollister, CA. 95023

Telephone: 831.636.4000
Fax No: 831.636-4010

Telephone: (831) 637-2585
Fax No:

SIGNATURES

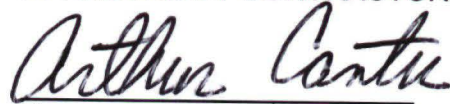
APPROVED BY COUNTY:



Name: Anthony Botelho, Chair
San Benito County Board of Supervisors

Date: August 20, 2013.

APPROVED BY CONTRACTOR:



Name:

Date: August 12th, 2013.

Federal Tax ID No.: 20-0816598

APPROVED AS TO LEGAL FORM:

Matthew Granger, County Counsel

By Matthew Granger

Date: August 12, 2013

ATTACHMENT A
Scope of Services

Conflict Indent Defense Services:

A-1 Appointments

The duties and responsibilities include those described in Government Code Section 27706, as well as legal services as appointed counsel in each of the following instances in which the Superior Court of California for San Benito County (hereinafter the "Court") has the authority to appoint counsel, including, without limitation, the following:

- a. Appointments in all criminal cases (Penal Code 987), except that in the event of any charged homicide offense wherein the client-defendant is subject upon conviction of the offense to either punishment by a) death by execution or b) life in prison with or without the possibility of parole, Contractor will make such court appearance as required to maintain proper legal process and for protection of the client's rights until such time as the County and Contractor, within thirty (30) days after written notice by Contractor to County of the proceedings, can agree that either the Contractor will continue representation with compensation paid in conformity with Section B-4 of Attachment B hereto or County, at its sole option, locates and assigns permanent legal counsel for the client;
- b. Representation of minors in juvenile delinquency proceedings (Welfare and Institutions Code Sections 634 and 700). Contractor shall be obligated to provide such services to minors only if representation does not create an actual conflict of interest with Contractor's obligation to provide legal representation in any concomitant criminal case.
- c. Representation of minors or parents in juvenile dependency cases (Welfare and Institutions Code Section 317 and 353);
- d. Lanterman-Petris-Short Act proceedings (Welfare and Institutions Code Sections 5276, 5302, 5350, and 5365);
- e. Family law proceedings (Family Code 3150);
- f. Probate Code conservatorships (Probate Code 1471);
- g. Habeas Corpus Proceedings pertinent to underlying criminal cases;

The foregoing enumeration of specific instances does not limit the generality of Contractor's obligation to perform services in all instances in which the Court has authority to appoint counsel.

A-2 Extraordinary Writs:

Attorneys performing services under the Contract are required to perform services in prosecution of applications for extraordinary writs in state courts of review.

A-3 Change of Venue:

Attorneys performing services under the Contract are required to perform services in any court to which a case is transferred on change of venue. The continued representation of defendants in change of venue cases shall be at no additional cost to the County except that the attorneys shall be eligible for reimbursement of travel, lodging, and meal expenses at the County's established rate of reimbursement.

A-4 Other Service Requirements:

In addition to the general terms and conditions specified in the County's Contract, the following specific terms and conditions shall apply:

a. Availability: Contractor agrees to have an attorney available to provide public defender services when Contractor is unavailable. Such attorney is hereinafter referred to as the Adjunct Attorney. In addition to the Contractor possessing a minimum of three years of practice in criminal law, the Adjunct Attorney shall also have a minimum of three years experience in the practice of criminal law. At all times, Contractor shall provide County with the names and qualifications of the Adjunct Attorney providing public defender legal services pursuant to this Contract. Additional professional staff, beyond the Adjunct Attorney, may be an attorney(s) with less than three years experience and/or certified second/third year law students (law students to be under the direction of a staff attorney with at least three years previous experience). Any appearance by a certified second/third year law student shall comply with all of the requirements set forth in California Rules of Court 9.42 (d)(3).

Attorneys hired by Contractor to assist Contractor in the delivery of legal services to appointed clients may be retained by Contractor as employees or independent sub-contractor attorneys. The quality of work of any attorney retained by Contractor on a sub-contracted basis shall be directed, reviewed, and evaluated by Contractor on a regular basis to assure competency of legal services. Contractor shall remain responsible for all legal services rendered under this Contract. Contractor shall require any Adjunct Attorney(s) to comply with all provisions of this Contract regardless of the relationship between Contractor and Adjunct Attorney(s).

b. Right to Refuse Personnel: The County reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the Contractor.

c. Private Basis: Contractor agrees not to accept any case on matters within the scope of Contractor's duties under this Contract on a private basis. Contractor shall prohibit all Adjunct Attorneys providing legal services under this Contract from accepting any case on matters within the scope of this Contract. Contractor further agrees not to accept compensation, whether directly or indirectly, from any source other than the County on cases assigned pursuant to this Contract. Contract shall prohibit all Adjunct Attorneys from accepting any compensation, whether directly or indirectly, from any source other than the County on cases assigned pursuant to this Contract.

d. License to Practice Law and Required Certification: All attorneys performing services under the Contract shall be licensed to practice law in the State of California, be in good standing with the California Bar Association, and shall maintain any and all specialized training, certification and minimum experience qualifications required by the Court in order to provide the indigent defense services outlined in this scope of services.

e. Standards of Performance: Contractor shall provide for competent, adequate, and effective legal representation for indigent defendants when appointed by the Court from the time

of appointment to and including a final adjudication of such case and perform all duties required by Penal Code Section 1240.1, even for those cases assigned on the last day of the Contract for services with the County. The Contractor shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards.

The duties and responsibilities of counsel as set forth in the federal and state Constitutions, statutes, court decisions, and rules of professional conduct shall be observed and shall include, but not be limited to, the following:

- i. Duty of careful factual and legal investigation (e.g., duty to research the law and raise appropriate objections, duty to investigate medical reports and conduct psychiatric examinations to support a diminished capacity defense, etc.).
- ii. Duty to keep the client informed.
- iii. Duty to prepare for jury selection, examination of witnesses, submission of instructions, and presentation of argument at trial.
- iv. Duty to know and explore sentencing alternatives.

A-5 Statistical Reporting:

Attorneys performing services under the Contract shall be responsible for maintaining client records and maintaining and reporting monthly caseload and disposition statistics throughout the term of the Contract. Contractor shall submit a monthly report describing total caseloads and dispositions to the County Administrative Officer or his or her designee. The caseload and disposition report shall be submitted in a form prescribed by the County Administrative Office, attached to this Contract as Exhibit D and incorporated herein by reference. Exhibit D is indicative of the minimum information that will be required for the caseload and disposition report.

Contractor shall keep such records as may be required for the following:

- (a) To enable the Court, in appropriate proceedings, to determine the amount of reasonable attorney's fees for the purpose of assessment of costs pursuant to Section 987.8 of the Penal Code and/or Section 987.9 of the Penal Code.
- (b) To enable the County to obtain reimbursement under the provision of Section 987.4 of the Penal Code or Section 903.1 of the Welfare and Institutions Code for legal services furnished to certain minors;
- (c) To enable the County to obtain reimbursement from the State of California under the provisions of Sections 15200-15204 of the Government Code and to enable the Court, in appropriate proceedings, to obtain reimbursement under Division IV, commencing with Section 1400 of the Probate Code;
- (d) To enable the County to obtain reimbursement for the services rendered by Contractor under any other provisions of law not previously mentioned; and
- (e) Upon reasonable advance notice, to keep any record reasonably required by the County to assist the County in recovering any monies in connection with the provision of legal and related services governed under this contract.

A-6 Office Location and Office Hours:

Attorneys performing services under the Contract shall be required to maintain, at all times, an office in the City of Hollister from which to conduct business and for consultation with clients. Contractor shall maintain office hours in the City of Hollister sufficient to provide the necessary representation and coordination of defense for clients assigned to the Contractor under this contract and shall maintain adequate technological equipment for maximum availability to clients. The Contractor shall be responsible for all expenses incidental to conducting a law practice and conflict indigent defense office, including, but not limited to, the following: investigative personnel, clerical support staff, office space, utilities, supplies, library, communications, computer hardware and software, postage, photocopying, local and long distance telephone calls, furniture, equipment, and maintenance. Contractor further shall provide Contractor's own interpreter except in the courtroom setting. Meetings will be required at the jail or at the office before the day of court to make any court appointment meaningful.

A-7 Private Practice:

Contractor shall retain the right to maintain a private practice not in conflict with the legal services contracted for under this Contract. For purposes of this paragraph, "conflict" includes without limitation conflicts of interest and conflicts in time.

A-8. Continued Duty of Representation:

At the expiration of this Contract, Contractor shall carry to conclusion through trial all cases pending at that time, unless a case may be transferred to a successor public defender without prejudice to the client and without unnecessary expense to the County. Contractor will provide such services at the same hourly rate as other attorneys representing the County are paid for similar work as determined by the Court.

A-9. Extraordinary Circumstances:

Contractor shall notify and consult with the County Administrative Officer to discuss options for dealing with any extraordinary circumstances not specified in this Contract. Contractor and County Administrative Officer shall meet and confer to attempt to reach a mutually satisfactory resolution to deal with the extraordinary circumstances. Additional compensation for extraordinary circumstances may be granted before the services are provided, but only after the Court has made a determination and an order has been issued following any required hearing or only after the Contractor and County have reached a mutual agreement in writing.

ATTACHMENT B

Payment Schedule

B-1 BILLING

Charges for services rendered pursuant to the terms and conditions of this Contract shall be invoiced on the following basis: (check one)

- One month in arrears
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in Paragraphs B-3 and B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTACTOR at the address specified in Paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR:

- A. Seventy-five Thousand Dollars (\$ 75,000) annually for (September 1, 2013 – August 31, 2014); payable in twelve equal installments of Six Thousand Two Hundred Fifty Dollars and zero cents (\$6,250));

for services rendered pursuant to the terms and conditions of this Contract.

B-4 SPECIAL COMPENSATION TERMS:

Contractor agrees to provide services for homicide cases wherein the client-defendant is subject upon conviction of the offense to either punishment by 1) death by execution or 2) life in prison with or without possibility of parole at the hourly rate of \$100 per hour up to a maximum sum of Twenty-Five Thousand Dollars (\$25,000) for attorney services only. Cost of investigative services and related costs are not included, but investigative services shall be paid at the rate of \$35.00 per hour up to a maximum of \$6,000, unless further investigative services are ordered by the Court.

ATTACHMENT C
General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend, and save harmless the other party and the other party's officers and employees from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this Contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the Contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insured's.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by Paragraph 5 of the Contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in Paragraph 5 of this Contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in Paragraph 5 of this Contract.
- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned, and hired) used in providing services under this Contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this Contract.

- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this Contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this Contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this Contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this Contract for a period of three years from the close of the fiscal year in which final payment under this Contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this Contract for the same period of time. Such records shall be retained beyond the three-year period if any audit involving such records is then pending until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the Contract, become the property of COUNTY and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this Contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this Contract shall create any of the rights, powers, privileges, or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, social security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this Contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. CONTRACTOR certifies that no one who has or will have any financial interest under this Contract is an officer or employee of COUNTY.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state, and local laws now, or hereafter, in force, and with any applicable regulations in performing the work and providing the services specified in this Contract. This obligation includes, without limitation, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this Contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this Contract may be assigned and no duties under this Contract may be delegated by CONTRACTOR without the prior written consent of COUNTY and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY

Should any provision herein be found or deemed to be invalid, this Contract shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect. To this end, the provisions of this Contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This Contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this Contract except as are expressly stated in writing in this Contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this Contract.

C-18. TERMINATION.

Either party may terminate this Contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in Paragraph 6 of this Contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this Contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this Contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in Paragraph 8 of this Contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this Contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this Contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified in writing by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this Contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this Contract. The parties shall not waive any provisions of this Contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants, and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this Contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy that a party might otherwise have in the event of a breach or default of any condition, covenant, or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from their attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its

rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to the execution of this Contract. For purposes of this paragraph, obligations arising prior to the execution of this Contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY shall give CONTRACTOR notice of the amount of any off-set and the reason for the deduction.

C-29. COUNTERPARTS.

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one Contract.

END OF ATTACHMENT C.

ATTACHMENT D

Caseload and Disposition Report

Date of Report :

For the Period:

Case No.

Case Type

Category

Filing Date

Total for the Period:

Signature of Contractor