

# County of Glenn Personnel Department



Request for Proposals  
For

## **Conflict Indigent Defense Services**

Issued May 24, 2019

### **RFP Due Date:**

Proposals will be accepted on an ongoing basis

### **Mail or Hand Deliver Proposal to:**

County of Glenn  
Personnel Department  
Linda Durrer, Personnel Director  
525 West Sycamore Street, Suite A1  
Willows, California 95988

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**SUMMARY**

The Glenn County Personnel Director, on behalf of the Glenn County Board of Supervisors, (hereinafter collectively referred to as “County”), is requesting proposals from qualified attorneys and law firms to provide conflict indigent defense services for the County of Glenn. This Request for Proposals (RFP) outlines the proposal requirements and preferred formats, and presents the selection timetable.

By submitting a proposal in response to this request, the proposer is indicating an interest in entering into a contract to provide the services described in Exhibit A of the sample contract attached hereto as Attachment A, in accordance with the terms and conditions described herein. The County anticipates that this solicitation will result in contracts with one or more proposers.

Each proposal received in response to this RFP will be evaluated on the criteria described herein.

All proposals must be sealed, clearly marked “Proposal – Conflict Indigent Defense” and must include all elements described in the **CONTENT AND FORMAT REQUIREMENTS** section of this RFP. One original and three (3) copies of the proposal must be delivered to the address on Page 1 before the date and time listed in the **CONTRACT AWARD SCHEDULE** section of this RFP. The County will not be responsible for proposals delivered to a person or location other than that specified herein, and reliance on the postal service will not excuse a late response.

Questions or requests for clarification of this RFP must be submitted in writing. Any amendment or addendum to this RFP is valid only if issued in writing by the Glenn County Personnel Department.

**1. CONTRACT AWARD SCHEDULE**

Publish RFP	May 24, 2019
Submission Deadline	Ongoing
Contract Award	July 1, 2019

**2. GENERAL CONDITIONS**

2.1. Prime Responsibility: The selected proposer(s) will be required to assume full responsibility for all services and activities offered in its/their proposal(s), whether or not provided directly. The County will consider the selected proposer(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

- 2.2. Assurance: Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The proposer(s) must guarantee that services provided will be performed in compliance with all applicable county, state and federal laws and regulations pertinent to the representation of indigent individuals. Prior to executing an agreement, the proposer will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.
- 2.3. The Health Insurance Portability and Accountability Act of 1996 (Public Law 104-199 (HIPAA): Any contract awarded under this RFP must comply with the requirement of 42 U.S.C. §§ 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its subsequent amendments, related to Protected Health Information (PHI), in performing any task or activity related to the contract.
- 2.4. Independent Contractor: In performance of the work, duties and obligations assumed by the proposer, it is mutually understood and agreed that the proposer, including any and all of the proposer's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the County of Glenn.
- 2.5. Glenn County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.
- 2.6. The County reserves the right to reject any and all proposals; to negotiate specific terms, conditions, compensation, and provisions on any contract(s) that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the County. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of proposers will be considered, along with other relevant factors.
- 2.7. Glenn County reserves the right to:
  - (a) Request clarification of any submitted information;
  - (b) Not enter into any agreement;
  - (c) Not to select any proposer;
  - (d) Amend or cancel this process at any time; and/or
  - (e) Interview proposers prior to appointment and request additional information during the interview.
- 2.8. Qualified proposers must be prepared to enter into the County's standard Independent Contractor Agreement, a sample of which is attached as Attachment A to this RFP. Please review the details of Attachment A carefully. By reference, it incorporates many standards, terms and conditions required as part of this RFP. The County intends to award contracts substantially in the form of the sample agreement to the selected proposer(s). Portions of this RFP and the vendor's proposal may be made part of any resultant contract and incorporated in the agreement.

- 2.9. Prior to commencement of services, the proposer must provide evidence of the following insurance coverages: Worker's Compensation, Commercial General Liability (naming the County of Glenn as additional insured), Personal Automobile Insurance, Comprehensive Business or Commercial Automobile Liability for Owned Automobiles and Non-owned /Hired Automobiles, Errors and Omissions insurance; and Professional Liability or Malpractice Insurance. The proposer(s) will be required to maintain the required coverages, at his/her sole cost and expense, throughout the entire term and any subsequent renewal terms of the agreement.
- 2.10. Proprietary Information that the proposer does not wish to be disclosed beyond what is necessary for proposal evaluation or subsequent contract administration will be kept confidential to the extent permitted by the County as follows. Each page shall be identified by the proposer in bold face text at the top and bottom as "PROPRIETARY". Any section of the proposal that is to remain confidential shall also be so marked in boldface text on the title page of that section. Cost information may not be deemed proprietary. Despite what is labeled as confidential, proprietary, or trade secret, the determination as to whether or not certain material is confidential, proprietary or trade secret shall be determined by law. If a proposer designates any information in its proposal as proprietary pursuant to this provision, the proposer must also submit one copy of the proposal from which the proprietary information has been excised. The proprietary material shall be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the content of the proposal as possible.

### **3. BACKGROUND**

- 3.1. The County is required by law to appoint attorneys in criminal matters and to furnish legal services in conservatorships, guardianships, and juvenile matters. Representation by the conflict attorney in indigent criminal cases ranges from first appearance date and pleas to re-trials, preliminary hearings, and jury trials. The cases for which the conflict attorney may be appointed include misdemeanors, felonies, LPS Conservatorship and other matters where juvenile and adult indigent legal services are allowed by law.
- 3.2. The provision of quality indigent defense services, coupled with cost containment, is in the best interest of the citizens of the County of Glenn. The County desires to establish a relationship with attorneys that will function as alternate public defenders and will provide cost-efficient, quality indigent defense services.

### **4. DESCRIPTION OF SERVICES REQUIRED**

- 4.1. The County is seeking proposals from qualified attorneys to provide indigent defense services in Glenn County for all criminal and quasi-criminal matters subject to appointment by a Glenn County Superior Court Judge, including but not limited to the following:
  - (a) Misdemeanor complaints and misdemeanor appeals;
  - (b) Felony complaints and indictments;
  - (c) Juvenile delinquency petitions pursuant to Welfare & Institutions Code Sections 601 and 602;
  - (d) Drug Court and Proposition 36 cases;
  - (e) Domestic violence cases;
  - (f) Mental Health Court cases;
  - (g) Sexually Violent Predator (SVP) cases
  - (h) LPS and Probate Conservatorship cases;

- (i) Child Support contempt proceedings; and
- (j) All other matters for which indigent counsel is appointed or required.

#### 4.2. Compensation

The County is seeking proposals which establish a fixed monthly rate for all services provided pursuant to this solicitation. The fixed rate shall be inclusive of all expenses, costs and travel.

#### 4.3. Private Practice

Attorneys providing indigent defenses services under a contract resulting from this solicitation will be allowed to maintain a private law practice; however, no private case, criminal or otherwise, shall be knowingly accepted, nor work done therewith, which would cause a conflict of interest to arise with a case currently assigned under contract with the County. Additionally, the individual appointed shall not allow their private practice to, in any way, inhibit their ability to fulfill the obligations to the County.

### 5. CONTENT AND FORMAT REQUIREMENTS

Interested proposers must submit an original plus three (3) copies of their proposal to the location listed on Page 1 of this RFP. To be considered responsive to this solicitation, a proposal must address all of the following points, in the order presented below:

#### 5.1. Personnel and Qualifications

- (a) Provide a detailed summary of the background, qualifications and professional experience of all professional personnel who will be providing services under contract with the County.
- (b) Provide a statement addressing whether or not each attorney is admitted to practice law in the State of California and a statement addressing whether or not any attorney is, or has in the past been, subject to disciplinary action by the State of California Bar Association. If so, explain.
- (c) Provide a list of five (5) professional references, including the names, addresses and telephone numbers of the contact persons for each attorney identified in response to (a) above.
- (d) List the classifications of other staff that would support this agreement including paralegals, legal secretaries, etc.

#### 5.2. Location from which services will be provided.

The conflict counsel must have an office in the County of Glenn available to meet with clients. Please ensure that your proposal addresses the following questions:

- (a) What is the location(s) from which the proposed services will be provided?
- (b) Do you currently have office space that can be used in the Glenn County area? If not, when would office space be made available?
- (c) Does your office meet the requirements of the Americans with Disabilities Act (ADA) for accessibility? If not, do you have a location available off-site that would be ADA accessible for clients requiring such accessibility?

5.3. Monthly fixed rate for provision of all services under this solicitation.

**6. SELECTION PROCEDURES**

All proposals submitted will be reviewed by a panel of representatives from the County. Selection of proposers will be at the discretion of the Glenn County Board of Supervisors.

**7. INQUIRIES**

Direct all inquiries regarding the proposal process or proposal submissions to:

[ldurrer@countyofglenn.net](mailto:ldurrer@countyofglenn.net)

Or:

County of Glenn  
Personnel Department  
Linda Durrer, Personnel Director  
525 West Sycamore Street, Suite A1  
Willows, California 95988  
Phone: (530) 934-6451  
Fax: (530) 934-6452

## ATTACHMENT A INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into this *date* day of *month*, 2019, by and between Glenn County, a political subdivision of the State of California (“County”), and *name of Contractor* (“Contractor”).

### RECITALS:

- A. County has determined that it is desirable to retain Contractor to provide *conflict indigent defense services*; and
- B. Contractor represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and
- C. The County desires to retain Contractor to perform the proposed services.

County and Contractor agrees as follows:

### AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Contractor to perform all the professional services described in Exhibit “A” which is attached hereto and incorporated herein by this reference which shall include *the provision of conflict indigent defense services* (“Services”).

2. Term. Services under this Agreement shall commence on *date*, and shall continue until *date*, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

3. Compensation.

A. The compensation to be paid by County to Contractor for the professional services described in Exhibit “A” shall be the monthly amount of \$\_\_\_\_\_.

B. To the extent that Contractor is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the County Purchasing Agent or authorized deputy and shall be reimbursed in accordance with the County’s Reimbursement for Expenses policy contained in Title 7 of the Glenn County Administrative Manual.

C. **The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed *dollar amount in words* dollars (\$XXXXX.XX).** The County shall make no payment to Contractor in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Contractor agrees to testify at County’s request if litigation is brought against County in connection with Contractor’s work. Unless the action is brought by Contractor or is based upon

Contractor's negligence or intentional tortious conduct, County will compensate Contractor for the testimony at Contractor's hourly rate as provided in Exhibit "B".

4. Invoice and Payments. Contractor shall submit invoices for services rendered during the preceding month. Contractor shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

**If to the County:**

*Department Contract Administrator  
Address  
Willows, California 95988  
Telephone:*

**If to Contractor:**

*Contractor Name  
Address  
City, State, Zip  
Telephone:*

Notice shall be deemed to be effective two days after mailing.

6. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Contractor is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Contractor herein. Contractor shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Contractor shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Contractor's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Contractor is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Contractor shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.



B. In the event that the Contractor's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Contractor agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Contractor under this Agreement any amount which may have been required to be withheld by law.

7. Authority of Contractor. It is understood that Contractor is to provide information, research, advice, recommendations, and consultation services to the County. Contractor shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Contractor.

8. Subcontracting and Assignment. Contractor shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County.

9. Ownership of Work Product. All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of Contractor, in both paper and original electronic program forms, shall become the property of the County as they are produced and shall be delivered to the County upon completion of services. Contractor may retain copies for its files and internal use, however, Contractor shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of the County. Upon reasonable notice, County representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

10. Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Contractor or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligation to defend, hold harmless and indemnify the County, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the County, its officers, agents and employees. The provisions of the California Government Claims Act, Government Code section 810 et seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the County. To the extent there is an obligation to indemnify under this paragraph; Contractor shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Contractor's negligence, recklessness, or willful misconduct.

11. Insurance.

A. Insurance Requirements. Without limiting Contractor's indemnification of the County, Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of

the work hereunder by Contractor, Contractor's agents, representatives, employees, and sub-Contractors. At the very least, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

The agency responsible for administering this Agreement is also responsible for enforcing insurance requirements described below. This includes securing certificates of insurance before work under this Agreement is begun. Contractor shall furnish to the County certificates of insurance. All certificates of insurance to be received and approved by the County before work under this Agreement has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this Agreement. Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, and reduces in coverage or policy limits the insurance coverages described herein.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the Contractor shall reduce or eliminate such deductibles or self-insured retentions, with respect to the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses. Insurance is to be placed with insurers who are licensed to sell insurance and who possess a Best rating of A or higher. However, Workers' Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

**B. Insurance Required:**

(i) General liability: At least \$1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The Contractor or Contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

(ii) Automobile Liability: At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the Contractor to fulfill the requirements of this Agreement, and coverage shall be provided for "any auto", code 1 as listed on the Acord form "Certificate of Insurance."

(iii) Workers' Compensation and Employer's Liability: Workers' Compensation insurance up to statutory limits and Employer Liability insurance with policy limits of at least \$1,000,000 for bodily injury or disease.

(iv) Professional Liability Insurance: Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 on a claims-made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

Such insurance shall include Glenn County, its elected officials, officers, and employees as an additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to County. Contractor shall provide County with a certificate of insurance as evidence of insurance protection

provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language. If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation Insurance to cover Contractor and Contractor's employees and partners.

All endorsements are to be received and approved by the County of Glenn before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, Contractor shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Contractor as an additional insured on all such coverages. Evidence thereof shall be furnished as County may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Contractor.

#### 12. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Contractor and any subcontractors are engaged.

B. Contractor represents and warrants that it is professionally qualified to perform the services described herein; acknowledges that County is relying upon Contractor's qualifications to perform these services in a professional manner; and agrees that County's full or partial acceptance of any work does not release Contractor from its obligation to perform the services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Contractor shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in Paragraph 3 may be reduced to account for such nonperformance.

#### 13. Responsibility of Contractor.

A. Contractor shall be solely responsible for the quality and accuracy of its work and the work of its Contractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Contractor shall coordinate the activities of all sub-Contractors and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Contractor of any defect in Contractor's performance.

14. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County's final payment:

A. Contractor shall allow County's authorized representatives reasonable access during normal business hours to inspect, audit, and copy Contractor's records as needed to evaluate and verify any invoices, payments, and claims that Contractor submits to County or that any payee of Contractor submits to Contractor in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, sub-Contractor files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Contractor shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

15. Publication of Documents and Data. Contractor may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the County. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either the County or Contractor.

16. Employment Practices. Contractor, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

17. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent, or an authorized deputy, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds twenty-thousand dollars (\$20,000).

18. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Glenn.

19. Compliance with Law. Contractor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

20. Prevailing Wages. To the extent that any of the work performed under this Agreement is a "public work" within the meaning of Labor Code section 1720, subject to the payment of prevailing wages and Labor Code Section 1771, Contractor shall cause all such work, as applicable, to be performed as a "public work" in compliance with California prevailing wage laws. In the event Contractor fails to do so, Contractor shall be liable for the payment of all penalties, wages and/or damages as required by applicable law.

21. Conflict with Laws or Regulations/Severability. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

22. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

23. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

24. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

25. Entire Agreement. This Agreement, constitutes the entire Agreement between the parties for the provision of services to County by Contractor and supersedes all prior oral and written agreements and communications.

26. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

27. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

COUNTY OF GLENN

CONTRACTOR

By: \_\_\_\_\_  
*[Name of Department Head]*  
Deputy Glenn County Purchasing Agent

By: \_\_\_\_\_  
Authorized Representative  
Title: *Name/Position of firm officer*

APPROVED AS TO FORM:

By: \_\_\_\_\_  
William J. Vanasek  
County Counsel, Glenn County

Exhibits:  
Exhibit A – Scope of Work

**Exhibit A: Scope of Work****SERVICES TO BE PROVIDED BY CONTRACTOR**

1. Contractor shall provide competent legal services in the defense of indigent defendants charged with one or more misdemeanors (including appeals), noncapital felonies, juvenile offenses, and any collateral civil proceedings related thereto, in the courts located in Glenn County, in those cases in which the Public Defender has properly declared a conflict of interest, as assigned to Contractor by the Glenn County Superior Court (hereafter "Court"). A charge of violating probation filed after the effective date of this contract, where the defendant on the case resulting in the grant of probation was defended by the Contractor, will be considered as a case falling within this contract.

2. Contractor agrees that he or she shall not accept appointments to matters for which he or she is not qualified. Contractor and all persons who perform services for or through Contractor shall exercise the care and judgment consistent with all applicable professional standards in the performance of the services required by this Agreement. In some cases, Contractor may not be available to represent a defendant in an assigned case because such representation would violate the Canons of Professional Ethics, and in such event, Contractor will notify the Court of the conflict and will request that the Court alter the assignment of Contractor.

3. The parties recognize that the assignment of conflict indigent defense cases to attorneys is a matter entirely within the discretion of the Court. This Agreement is based on the understanding that the Court will endeavor to assign cases to those attorneys who have contracted with the County to provide conflict indigent defense services. Contractor agrees to accept conflict indigent defense assignments in the courts located in Glenn County in return for compensation at the monthly rate of \$ \_\_\_\_\_ provided herein, and agrees that this Agreement provides reasonable compensation in each such case.

4. All legal services required of Contractor by this Agreement shall be provided in a manner fully consistent with all applicable laws regarding the provision of competent legal defense and with the Rules of Professional Conduct and other statutes, regulations, and rules of practice applicable to members of the State Bar of California.

5. In providing the legal services required by this Agreement, Contractor will provide, at his or her own expense, all appropriate office and legal staff as necessary to provide competent legal services in the cases covered by this Agreement. This staff may consist of such attorneys, paralegals, clerks, and any and all secretarial services, as are necessary to fully discharge in a professional manner all obligations herein assumed by Contractor. Contractor represents and warrants that at all times his/her personnel shall be competent and that all services rendered will be sufficient to meet all constitutional requirements relating to legal services. County expects that Contractor will provide the legal services required under this Agreement personally, and Contractor must appear personally at all mandatory appearances, but Contractor may from time to time use other equally-competent attorneys as temporary substitutes at non-mandatory appearances if acceptable to the Court.

6. In providing the legal services required by this Agreement, Contractor will bear at his or her sole expense all normal office costs, such as and including telephone, copy expenses, computerized legal research, in-state travel, malpractice and other insurance, etc. Contractor will be entitled to reimbursement from County for reasonable ancillary services such as the costs of experts, investigators, testing services, transcripts, etc.