

**Sierra County  
Board of Supervisors'  
Agenda Transmittal &  
Record of Proceedings**

<b>MEETING DATE:</b> June 18, 2019	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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**DEPARTMENT:** Clerk of the Board  
**APPROVING PARTY:** Heather Foster, Clerk-Recorder  
**PHONE NUMBER:** 530-289-3295

**AGENDA ITEM:** Renewal of contract for Public Defender Services with J. Lon Cooper.

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other

**BACKGROUND INFORMATION:**

**FUNDING SOURCE:**  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$76,800 Annually

**ARE ADDITIONAL PERSONNEL REQUIRED?**  
  
 Yes, -- --  
 No

**IS THIS ITEM ALLOCATED IN THE BUDGET?**  Yes  No  
  
**IS A BUDGET TRANSFER REQUIRED?**  Yes  No

**SPACE BELOW FOR CLERK'S USE**

<p><b>BOARD ACTION:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken</p>	<p><input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____</p>	<p>Resolution 2018- _____ Agreement 2018- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus</p>
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**COMMENTS:**  
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CLERK TO THE BOARD \_\_\_\_\_  
DATE

**AMENDMENT TO AGREEMENT  
FOR  
PROFESSIONAL LEGAL SERVICES**

The following is an amendment to the certain Agreement No. 94-110, as amended by Agreement Nos. 95-112, 96-076, 97-115, 98-090, 99-09, 2000-098, 2001-100, 2002-118, 2003-168, 2004-080, 2005-116, 2006-173, 2007-073, 2008-069, 2009-080, 2010-072, 2011-052, 2012-060, 2013-065, 2014-057, 2015-065, 2016-070, 2017-059, 2018-061 (“Agreement”), by and between the County of Sierra, a political subdivision of the State of California (“the County”) and J. Lon Cooper, Esq., (“Contractor”).

1. Provision 2 of the Agreement refers to Term,

Provision 2 of the Agreement is hereby amended to read as follows:

Commencement Date:	July 1, 1994
Termination Date:	June 30, 2020

2. Attachment A – Scope of Services and Duties is hereby amended to read as follows:

**A.1.5:** CONTRACTOR agrees to provide primary services for custodial interrogation of juveniles. County may call other counsel if Contractor is unresponsive or unavailable.

3. Attachment B – Payment is hereby amended to read as follows:

**B.1 BASE CONTRACT FEE.** COUNTY shall pay ATTORNEY a contract fee in the amount of Five Thousand Five Hundred Dollars (\$5,500) per month, which shall entitle County to receive Sixty-Eight and  $\frac{3}{4}$  (68.75) hours of contract service per month.

ATTORNEY shall maintain time and billing records, including without limitation, the date, client identification, work performed and time spent (including applicable travel and court standby time) in providing services under this Agreement. Court standby time shall mean the time spent in the Sierra County Court on designated court days when the ATTORNEY’s presence is required by the Court to facilitate criminal and juvenile matter, and excluding time that is spent representing individual sufficient detail to allow COUNTY to account for the time expended under this Agreement and in order to provide an ability to County to recover for the services performed by the Public Defender, when authorized by law and/or the court. Time and billings shall be submitted monthly, by the fifteenth day of each month following the month in which the services were performed. In no event shall time spent on preparing and submitting the time and billing records required under this Agreement be deemed to separately constitute a form of services under this Agreement.

In the event that ATTORNEY does not perform 68.75 hours of service in any month as reflected in appropriate time and billing records, COUNTY shall make an appropriate reduction in the compensation paid at the rate of \$80 per hour, to the

ATTORNEY for the subject month. Any such offset shall be made from payments made to ATTORNEY, in subsequent months.

**B.2 MILEAGE.** None

**B.3 TRAVEL COSTS.** None

**B.4 ADDITIONAL SERVICES.** In the event that ATTORNEY provides service in excess of the allocated 68.75 hours per month, COUNTY shall compensate ATTORNEY for such service at the rate of Eight Dollars (\$80) per hour.

**B.5 SPECIAL CIRCUMSTANCES.** None

**B.6 MAXIMUM CONTRACT AMOUNT.** In no event shall the total paid under this Agreement for base services and any additional services exceed the sum of \$66,000.00 during the fiscal year (July 1 to June 30). The maximum amount payable to ATTORNEY under this Agreement shall not exceed the following:

B.1	Base Contract Fee	\$66,000
B.2	Mileage	0
B.3	Travel Costs	0
B.4	Additional Services	\$10,800
B.5	Special Circumstances	0
	MAXIMUM CONTRACT AMOUNT	\$76,800

4. All other terms and conditions of the Agreement to remain the same.

5. This Amendment shall have an Effective Date of July 1, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

“COUNTY”  
COUNTY OF SIERRA

“CONTRACTOR”

\_\_\_\_\_  
PAUL ROEN  
Chairman

\_\_\_\_\_  
J. LON COOPER

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
HEATHER FOSTER  
Clerk of the Board

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DAVID PRENTICE  
County Counsel