

**AGREEMENT BY AND BETWEEN THE COUNTY OF NEVADA AND THE COUNTY OF
PLACER FOR CONFLICT INDIGENT LEGAL DEFENSE SERVICES
EASTERN REGION**

THIS AGREEMENT is made by and between the County of Nevada ("Nevada County") and the County of Placer, ("Placer County"), (sometimes referred individually as "Agency" or collectively as the "Agencies").

RECITALS

WHEREAS, Nevada County has contracted with Cohen Defense Group to provide Conflict Indigent Legal Defense Services for the Western region of Nevada County; and

WHEREAS, Placer County is interested in partnering with Nevada County for a shared cost approach to provide conflict Indigent Legal Defense Services to support the case load for the Truckee and Tahoe areas; and

WHEREAS, Both Placer and Nevada County are bound in Primary Contract with Cohen Defense Group.

AGREEMENT

1. **Subject of Agreement.** The subject of this Agreement is to memorialize the partnership between Nevada County and Placer County for services provided to each Agency for Conflict Indigent Legal Defense Services in the Eastern region, consisting of the Tahoe and Truckee areas.
 - a) **Legal Services:** The parties agree that they will share one attorney provided by Cohen Defense Group, with a proposed time split between Truckee (Monday and Tuesday) and Tahoe City (Wednesday and Thursday). The costs related to the provision of legal services are set forth in the Primary Contract with each Agency. Each Agency is solely responsible for its own compensation for legal services to Cohen Defense Group as set forth in each Agency's Primary Contract.
 - b) **Equipment, Supplies, and Administrative Support for the Eastern Region:** Nevada County shall bear the full cost for leased office space in Truckee, CA, furnishings, phone systems, information technology, servers, desktops and laptops for staff, initial supplies, software licenses, etc. to establish startup services in the Eastern region. These costs are not required to be reimbursed by Placer County to Nevada County.
2. **Payment.** The associated amounts related to the costs are set forth in the Primary Contract with each Agency. Each party is only responsible for its own compensation to Cohen Defense Group as set forth in each party's Primary Contract.
3. **Deliverables.** Nevada County shall provide Cohen Defense Group the funds necessary to secure office space in Truckee, CA, furnishings, phone systems, information technology, servers, desktops and laptops for staff, initial supplies, software licenses, etc. to establish startup services in the Eastern region. These costs are not required to be reimbursed by Placer County to Nevada County.

4. **Insurance.** The Agencies recognize that each are self-insured. Each Agency represents it has ensured Cohen Defense Group has necessary insurance at coverage limits acceptable to each Agency's insurance requirements in support of these services.
5. **Indemnity.** The Agencies agree to protect, defend, indemnify, and hold each other free and harmless from any damages, liabilities, judgements, settlements, expenses, and costs (including reasonable and necessary attorney's fees, costs and expenses recoverable under applicable law) that either Agency incurs from third party claims, demands, actions, suits or matters connected to or arising out of this Agreement.

The Agencies recognize and agree that each Agency is not a party to or has any rights or obligations related to each Agency's Primary Contract to support Conflict Indigent Legal Defense Services. As a result, each Agency agrees to protect, defend, indemnify, and hold one another free and harmless from any damages, liabilities, judgements, settlements, expenses and costs (including reasonable and necessary attorney's fees, costs and expenses recoverable under applicable law) that either Agency incurs from third party claims, demands, actions, suits or matters connected to or arising out of the Primary Contract to support Conflict Indigent Legal Defense Services, should either Agency be named in any such claim, demand, action, suit or matter. Each Agency's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

6. **No Joint Agency.** This Agreement shall not and does not establish any joint agency between the Agencies and does not obligate services of support to each other.
7. **Assignment Prohibited.** This Agreement cannot be assigned.
8. **Term.** The term of this Agreement shall terminate upon the termination of either Agency's Primary Contract with Cohen Defense Group.
9. **Notice of Provision and Termination.** This Agreement is contingent upon partnership with the courts and current court schedules supporting each Agency on opposite Hearing days. Should the Court's calendars change, both Agencies agree to meet and confer to establish a successful strategy in support of continued services. This Agreement may be terminated early by either Agency with one hundred and twenty (120) days written notice and only upon unsuccessful meet and confer between both Agencies.
10. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
11. **Entirety of Agreement.** This Agreement contains the entire agreement of Placer County and Nevada County with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
12. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Sacramento, State of California.

13. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

Department: County Executive Office

Attn: Barry Anderson

Address: 950 Maidu Ave.

Nevada City, CA 95959

Phone: +1-530-265-1583

Emails: barry.anderson@nevadacountyca.gov

COUNTY OF PLACER:

Department: County Executive
Office

Attn: Amanda Flaa

Address: 175 Fulweiler Ave

Auburn, CA, 95603

Phone: +1-530-886-4645

Email: aflaa@placer.ca.gov

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

14. **Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Agencies agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the Agencies.

Executed as of the day written below:

COUNTY OF NEVADA:

By: _____
Printed Name/Title

Date: _____

Approved as to Form – County Counsel:

By: _____

Date: _____

COUNTY OF PLACER:

By: _____
Printed Name/Title

Date: _____

Approved as to Form – County Counsel:

By: _____

Date: _____