



RESOLUTION No. 24-110

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A MULTI-YEAR CONTRACT WITH COHEN DEFENSE GROUP FOR INDIGENT LEGAL DEFENSE SERVICES IN THE MAXIMUM AMOUNT OF \$3,028,780 FOR THE CONTRACT TERM OF MARCH 12, 2024, THROUGH JUNE 30, 2027

WHEREAS, the Constitution of the United States and California statutory provisions guarantee the right to legal representation for those facing criminal charges, juvenile delinquency and other matters for any person who is not financially able to retain counsel; and

WHEREAS, in the State of California, the responsibility for providing and funding legal representation for those who cannot afford counsel falls to each individual county; and

WHEREAS, the County of Nevada ("County") meets this responsibility primarily through a County Public Defender's Office, staffed by salaried public employee; and

WHEREAS, when there is a conflict of interest with the Public Defender's Office or when they are otherwise unable to represent an indigent client, legal representation must be provided by an outside attorney; and

WHEREAS, the County and the Nevada County Superior Court ("Court") have met to collaboratively identify the best solution to comply with the constitutional mandates to provide effective counsel, while maintaining best practices of governmental efficiency, economy, and accountability; and

WHEREAS, the preferred solution identified by the County and the Court was to contract with a single firm or group of attorneys to provide "turnkey" management of defense attorneys, and to that end a Request for Proposals ("RFP") was issued on April 7, 2023, seeking a firm or group of outside attorneys to be the single point of contact to meet conflict indigent defense needs; and

WHEREAS, a proposal was received from Cohen Defense Group (CDG), which provides similar services to Placer County; and

WHEREAS, this proposal was recommended by all participants on the County RFP review panel, which included representation from the Court and County Public Defender; and

WHEREAS, following the recommendation of the RFP review panel, the County Purchasing Agent negotiated with CDG on various terms, and the proposed contract best meets the RFP goals and represents a well-tailored solution to a persistent problem faced by the County, the Court and those who find themselves in need of indigent defense services; and

WHEREAS, the County desires to enter into a contract with Cohen Defense Group for indigent legal defense services in the maximum amount of \$3,028,780 for the contract term of March 12, 2024, through June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, State of California, hereby approves the contract in substantially the form attached with Cohen Defense Group in the amount of \$3,028,780.00 for the term of March 12, 2024 through June 30, 2027 and authorizes the County Executive Officer to execute the contract on behalf of the County of Nevada.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of March 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek and Hardy Bullock.

Noes: None.

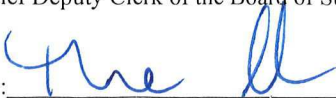
Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By: 


Hardy Bullock, Chair

Administering Agency: Nevada County Executive Office

Contract No. RES 24-110

Contract Description: Conflict Indigent Legal Defense Services

PROFESSIONAL LEGAL SERVICES CONTRACT

THIS PROFESSIONAL LEGAL SERVICES CONTRACT (“Contract”) is made at Nevada City, California, as of March 12, 2024 by and between the County of Nevada, (“County”), and Cohen Defense Group, Inc. (“Attorney”) (together, “Parties”, individual “Party”), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract and the Attorney’s response the RFP No. 170956, which is hereby incorporated and part of this Contract, Attorney shall provide the services described in Exhibit A. Attorney shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment**
 - A. County shall pay Attorney for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Attorney for services rendered pursuant to this Contract. Attorney shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Attorney uses for billing clients similar to County. **The amount of the contract shall not exceed three million twenty-eight thousand seven hundred and eighty Dollars (\$3,028,780).** Payments against this contract shall be paid in accordance with Exhibit B over the three-year contract term.
 - B. The Parties acknowledge that the compensation set forth in Section 2(A) above is based upon the Court locations, and the Court calendars, in existence on the date of this Contract. If, during the term of this Contract:
 - 1) COURT opens additional Court locations or branches,
 - 2) COURT adds additional Court calendars which require coverage by ATTORNEY,
 - 3) New legislation increases ATTORNEY’s obligations or workload under the terms of this Contract, or
 - 4) New voter initiative increases ATTORNEY’s obligations or workload under the terms of this Contract,COUNTY and ATTORNEY shall renegotiate the compensation set forth in Section 2(A) above, to compensate ATTORNEY for the additional obligations and workload under this Contract. The Parties agree to commence such negotiations in good faith, within thirty (30) days of written notice by ATTORNEY to COUNTY.
 - C. Upon written agreement of the Parties, the payment schedule on Exhibit B may be amended by COUNTY for the purpose of advancing funds which may become necessary for ATTORNEY to procure new office space. Such payment schedule amendment shall in no way whatsoever mean, or imply to mean, that the reimbursable value of this Contract has changed, unless changes are provided to the total Contract value in this Section by written agreement of the Parties.
 - D. ATTORNEY shall accept appointment of up to one (1) non-death penalty murder case or Keenan Counsel cases per year. If ATTORNEY has been appointed said case during the contract term, or if ATTORNEY has two (2) such cases open and unresolved during the contract term, additional murder case representation, if accepted by ATTORNEY, will be separately compensated at an agreed upon negotiated rate or fee as indicated in Exhibit B, paragraph 4.

- E. ATTORNEY shall be entitled to no additional compensation or reimbursement for any cost incurred in the provision of services required by this Contract unless additional compensation is authorized pursuant to Exhibit B Section 3 herein.
 - F. ATTORNEY failure to provide reports to COUNTY pursuant to Exhibit A Section 9 herein within twenty (20) calendar days following the end of each month, and within thirty (30) calendar days from the end of each quarterly or annual period will result in a monthly payment withholding of ten percent (10%) until such time as the reports are delivered. Upon delivery of reports, COUNTY will immediately prepare a payment document representing any amounts withheld pursuant to this Section, and to be processed by the Auditor/Controller.
3. **Term** This Contract shall commence on March 12, 2024. ATTORNEY will be required to begin accepting cases under this contract on May 1, 2024. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2027. This contract may be extended by two three-year options to renew upon mutual written agreement of the parties

4. **Termination**

- 1) This Contract may be terminated by either Party upon the provision of no less than one hundred twenty (120) calendar days' written notice to the other Party.
- 2) COUNTY may terminate this Contract by providing no less than thirty (30) calendar days advance written notice to ATTORNEY for any of the following actions or inactions by ATTORNEY, including any attorney employed by ATTORNEY to perform services under this Contract:
 - a. Pleading no contest to or being found guilty of a felony or a crime involving moral turpitude;
 - b. Persistent failure to perform the duties of this Contract, including failure to provide required information and reports;
 - c. Disability that substantially interferes with the performance of duties and is permanent or is likely to become permanent;
 - d. Conduct prejudicial to the administration of justice which brings the ATTORNEY into disrepute;
 - e. Undertaking to represent at COUNTY expense persons who are not in fact indigent and thus are not entitled to ATTORNEY services, if such an undertaking is made with ATTORNEY's actual knowledge that a represented person is not indigent.
 - f. Refusal of the Nevada County Superior Court (Court) to appoint ATTORNEY as Indigent Defense Counsel in criminal cases; or
 - g. Disqualification from the practice of law.
- 3) In the event of a vote of "no confidence" by a majority of the judicial members of the Superior Court bench conducted at any time during the term of this contract, or any extension, ATTORNEY shall be considered in default of its obligations under the contract. ATTORNEY shall be notified of such vote of "no confidence" by the Oversight Committee and shall be provided a written statement of the deficiencies resulting in such vote. ATTORNEY shall have a period of ninety (90) days to cure said deficiencies and comply with any plan of correction. ATTORNEY shall meet with the Oversight Committee after forty-five (45) days to review its progress in correcting the deficiencies. If ATTORNEY fails to cure the deficiencies within the correction period, then COUNTY may terminate this agreement by providing thirty (30) days advance written notice.

- 4) The Parties acknowledge that ATTORNEY may incur significant expense and liability in retaining the facilities, equipment, and personnel necessary for ATTORNEY to perform its obligations under Contract. Therefore, if COUNTY terminates the Contract under Section 4 of this contract, COUNTY shall pay ATTORNEY \$[90,000] (ninety thousand dollars) in liquidated damages, and upon written evidence of demonstrated liability for bullets i and ii below, the cost of ATTORNEY's:
 - i. Termination of office lease (not to exceed 24 months);
 - ii. Reimbursement of employee's unused vacation time (not to exceed \$60,000(sixty thousand dollars));

Such payment shall be made within ninety (90) calendar days after termination of this contract by COUNTY.

5. **REPRESENTATION OF CASES AFTER EXPIRATION**

- A. At the expiration of this Contract, ATTORNEY shall carry to conclusion all cases pending at that time unless relieved by the Court, pursuant to the terms of this contract.
- B. Compensation for services under this Section as mandated by the Court shall be based upon the terms of this Contract.
- C. As to pending cases where the Courts are willing to authorize a substitution of counsel to a new provider of COUNTY public defender services, at the expiration of the Contract, ATTORNEY shall be relieved of the obligation to provide further representation.
 - 1) At the expiration of this Contract, ATTORNEY agrees to assign all existing open assigned cases and closed case files and other applicable records to the successor first level conflict public defender as described in Exhibit A.
 - 2) ATTORNEY shall execute any and all documents necessary to affect this provision.

6. **Facilities, Equipment and Other Materials** Attorney shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
7. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
8. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
9. **Time for Performance** Time is of the essence. Failure of Attorney to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Attorney shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Attorney's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

10. **Interpretation of Contract**

No inference in the interpretation of construction of this Contract is to be drawn or given because it has been drawn by the COUNTY. The Parties agree and represent that this Contract resulted from an equal bargaining position and that it reflects the entire understanding and agreement between the Parties on those matters to which it relates.

11. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County and Attorney. It is a provision that allows for the payment of a specified sum should Attorney be in breach of contract or termination of contract take place in accordance with section 4. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in above in section 4(4).

12. **Relationship of Parties**

12.1 **Independent Attorney**

In providing services herein, Attorney, and the agents and employees thereof, shall work in an independent capacity and as an independent Attorney and not as agents or employees of County. Attorney acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Attorney shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Attorney shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Attorney shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent Attorney relationship on Attorney's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Attorney specifically assumes the responsibility for making such determination. Attorney shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

12.2 **No Agent Authority** Attorney shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Attorney or any of Attorney's employees, except as set forth in this Contract. Attorney shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

12.3 **Indemnification of CalPERS Determination** In the event that Attorney or any employee, agent, or subcontractor of Attorney providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Attorney shall indemnify, defend, and hold harmless County for all payments on behalf of Attorney or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

13. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Attorney and may not be transferred, subcontracted, or assigned without the prior written consent of County.

Attorney shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Attorney under this Contract. Failure of Attorney to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. **Licenses, Permits, Etc.** Attorney represents and warrants to County that Attorney shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Attorney to practice its profession at the time the services are performed.
15. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the “Indemnifying Party”) hereby agrees to protect, defend, indemnify, and hold the other Party (the “Indemnified Party”), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party’s negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party’s liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party’s performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
16. **Standard of Performance** Attorney shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Attorney is engaged in the geographical area in which Attorney practices its profession. All products of whatsoever nature which Attorney delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Attorney’s profession.
17. **Attorney Compliance with County Security Policies** Attorney’s personnel, when on County’s premises and when accessing County network remotely, shall comply with County’s regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Attorney personnel will solely utilize County’s privileged access management platform for all remote access support functions, unless other methods are granted in writing by County’s Chief Information Officer or his/her designee.
18. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
 - Attorney shall comply with the provisions thereof at the commencement of services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

- Attorney and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of Attorneys pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Attorney and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
19. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Attorney to provide County contracted services directly to the public, Attorney shall certify that said direct services are and shall be accessible to all persons.
20. **Nondiscriminatory Employment** Attorney shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
21. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a “drug-free workplace”. Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
22. **Sexual Harassment and Hostile Workplace Prohibition**
 ATTORNEY shall maintain an organization and workplace free of legally defined harassment, including but not limited to: Quid Pro Quo or unwelcome sexual advances made either explicitly or implicitly as a term or condition of employment, advancement used as the basis for employment decisions, or determination of service level; a hostile or offensive environment unreasonably interfering with an individual’s work or performance; harassment by non-employees; and any related retaliation.
23. **Political Activities** Attorney shall in no instance expend funds or use resources derived from this Contract on any political activities.
24. **Financial, Statistical and Contract-Related Records:** Attorney shall maintain statistical records and submit reports as required by County. Attorney shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
25. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Attorney during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

26. **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 Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
27. **Conflict of Interest** Attorney certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Attorney agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code.
28. **Entirety of Contract** This Contract contains the entire Contract of County and Attorney with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
29. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 4, Termination.
30. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
31. **Compliance with Applicable Laws** Attorney and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
32. **Additional Attorney Responsibilities**
 - A. To the extent Attorney is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent Attorneys are made aware of, understand, and comply with all reporting requirements. Attorney shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract, unless such notification is precluded by Attorney's recognized ethical duty of confidentiality.
 - B. Attorney will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Attorney agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Attorney shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references. Attorney is required to disclose information to the County that may impact the assignment of cases prior to hire.
33. **Confidentiality** Attorney, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Attorney to be confidential.

Attorney agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Attorney agrees to protect the confidentiality of any confidential information with which Attorney may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Attorney shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

34. **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:

Nevada County
County Executive Office
Address: 950 Maidu Ave.
City, St, Zip Nevada City, CA 95959
Attn: Barry Anderson
Email: barry.anderson@nevadacountyca.gov
Phone: 530-470-2475

ATTORNEY:

Name of firm
Cohen Defense Group, Inc.
Address 1515 Lincoln Way
City, St, Zip Auburn, CA 95603
Attn: David G. Cohen
Email: david.cohen@cohendefense.com
Phone: 530-823-7700

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.

Authority: All individuals executing this Contract on behalf of Attorney represent and warrant that they are authorized to execute and deliver this Contract on behalf of Attorney.

IN WITNESS WHEREOF, the Parties have executed this Contract to begin on the Effective Date.

COUNTY OF NEVADA: Alison Lehman
By: Alison Lehman (Apr 8, 2024 13:46 PDT)

Date: 04/08/2024

Printed Name/Title: Alison Lehman, County Executive Officer

Approved as to Form – County Counsel:
By: Kit Elliott
Kit Elliott (Mar 21, 2024 17:18 PDT)

Date: 03/21/2024

ATTORNEY: Cohen Defense Group, Inc.

By: David Cohen
David Cohen (Mar 21, 2024 10:49 PDT)

Date: 03/21/2024

Name: David Cohen

* Title: Vice President and Treasurer

By: Alison Cohen Date: 03/21/2024

Name: Alison Cohen

* Title: Secretary ^{President and Secretary}

****If Attorney is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. [Schedule of Services](#)
- B. [Schedule of Charges and Payments](#)
- C. [Insurance Requirements](#)
- D. Transition Process

Summary [Page](#)

EXHIBIT A

SCHEDULE OF SERVICES

ATTORNEY shall provide Conflict Indigent Legal Defense Services for both Western and Eastern regions of Nevada County. In relation to this Contract, is a Memorandum of Understanding (MOU) between Nevada County and Placer County for a shared cost to support the Eastern region serving both Truckee (Nevada County) and Tahoe (Placer County) Courts. Should changes be made to this contract, the County shall also revise the MOU as needed and as relevant to the terms and conditions of the MOU.

1.0 FIRST LEVEL CONFLICT INDIGENT DEFENDER

Conflict Indigent Defender Services will be utilized for the legal representation of accused persons where the Public Defender has a legal conflict of interest. All legal services described in this RFP are from the time of appointment up to and including final adjudication or disposition and, as necessary, filing appeal or other legal documents pursuant to Penal Code Section 1240.1.

The responsibility to defend the individual extends to change of venue cases. Special payment arrangements will be made for death penalty offenses.

The Contractor will also be responsible for providing the County with relevant workload and case-related statistics, as required, and to actively participate in any and all cost-recapture mechanisms for services provided as specified by statute, County policy or local court rules.

2.0 PARTIES' COOPERATIVE APPROACH TO NEW PROGRAMS AND GRANT

Parties shall work cooperatively in the pursuit of additional funding that may become available for application by indigent defender programs; provided, however, that such additional revenue is not utilized to supplant existing funding for services. With Parties' prior written agreement, and at COUNTY's discretion, application of COUNTY resources related to this Section may be invoiced to, and reimbursed by, ATTORNEY. Any funds pursuant to this Section which involve, as a condition of funding, a pass through from COUNTY to ATTORNEY, may correspondingly involve the assessment of an ongoing COUNTY administrative fee pursuant to any such grant application budget and award. Pass-through grants pursuant to this Section will require a written contract amendment pursuant to Section 35 33 herein, prior to transfer of any such funds from COUNTY to ATTORNEY.

3.0 DETERMINATION OF CLIENT FINANCIAL ELIGIBILITY

- B. As requested by the Court, ATTORNEY will cooperate in the determination of a defendant's financial ability to employ counsel pursuant to Government Code 27707: the court in which the proceeding is pending may make the final determination in each case as to whether a defendant or person described in Attachment A is financially able to employ counsel and qualifies for the services of the public defender.
- C. ATTORNEY shall, however, render legal services as provided in Attachment A for any person the Court determines is not financially able to employ counsel until such time as a contrary determination is made by the Court. If a contrary determination is made, ATTORNEY thereafter may not render services for such person except in a proceeding to review the determination of that issue or in an unrelated proceeding.
- D. In order to assist the Court or ATTORNEY in making the determination, the Court or ATTORNEY may require a defendant or person requesting to file a financial statement under penalty of perjury. The financial statement shall be confidential and privileged and shall not be admissible as evidence in any criminal proceeding except the prosecution of an alleged offense of perjury based upon false material contained in the financial statement. The financial statement shall be made available to the prosecution only for purposes of investigation of an alleged offense of perjury based upon false material contained in the financial statement at the conclusion of the proceedings for which such financial statement as required to be submitted.

4.0 PERFORMANCE UNDER CONTRACT TO BE PRINCIPAL BUSINESS OF ATTORNEY; LIMITED

PRIVATE PRACTICE PERMISSIBLE

- A. ATTORNEY covenants to decline to advise or represent clients, or undertake cases or legal projects, which would, or in the foreseeable future could, conflict with services under this Contract.

5.0 LEGAL CONFLICTS OF INTEREST

- A. ATTORNEY shall adhere to the Nevada County Superior Court's Policy for Declaration of Conflicts of Interest in Criminal and Juvenile Cases in its then-current form, for determining which cases to decline in the event that a conflict of interest requires ATTORNEY to continue representation of one client while seeking relief from further representation of another.
- B. If a Court determines that a conflict of interest exists which would prevent ATTORNEY from representing one or more eligible defendants in a pending criminal proceeding, ATTORNEY shall be relieved of providing services as required by this contract as to such proceeding.

6.0 APPOINTMENT OF OTHER COUNSEL: COSTS TO BE BORNE BY ATTORNEY

- A. Should ATTORNEY be unable, ineligible, or unavailable to provide services included in this Contract, or is dilatory in providing such services, the Court may appoint other counsel;
- B. If the Court should determine that other counsel must be appointed, ATTORNEY shall be responsible for all costs associated with such court appointed counsel; and
- C. Compensation provided in Section 5 shall be offset by an amount equivalent to the cost COUNTY incurs as a result of services provided by such other counsel as described in this Section. COUNTY shall provide cost detail to ATTORNEY concerning any such payment offsets at the time an offset is affected.
- D. Provided that Paragraphs (B) and (C) of this Section shall not apply if other counsel must be appointed due to:
 - a. A legal conflict of interest pursuant to section 5.0 above,
 - b. The granting of a Marsden motion

7.0 RECORDS AND REPORTS

- A. ATTORNEY shall maintain a case reporting and management information system to provide COUNTY with financial, caseload and performance data and management, and workload and statistical reports as set forth in RFP Number 107956. ATTORNEY shall maintain existing and new records and reports:
 - 1) As required and requested by COUNTY including, but not limited to, reports to enable the Court, in appropriate proceedings, to determine the amount of reasonable attorney's fees for the purpose of assessment of costs as permitted by law;
 - 2) To enable COUNTY to obtain reimbursement from the state of California under the provisions of Government Code 15200-15204, and as otherwise required by COUNTY to determine caseload; and
 - 3) At a minimum, such records shall, be maintained for each case in accordance with Attachment C, and shall include the number of hours spent by ATTORNEY, associate attorneys, support staff, investigators, associated charges, and any other related charges incurred in the defense of said case, provided that such disclosure shall not violate attorney-client privilege.
- B. ATTORNEY shall provide the Presiding Judge of the Court with the names of the attorneys of the firm, their experience, qualifications, and areas of specialization, and shall update this information as applicable and necessary.
- C. ATTORNEY shall submit a monthly report to the COUNTY on the then current COUNTY prescribed report no later than the twentieth (20th) calendar day of each following month.

- 1) Only those cases determined by the COUNTY and the Courts as fitting the Definition of a Case shall be reported.

8.0 ATTORNEY CASE RECORDS REQUIREMENTS

1. Client Records

ATTORNEY must maintain reliable records to permit COUNTY to audit billings, workload and performance, including client records that identify:

- A. Name of Client
- B. Date assigned to the case
- C. Financial eligibility of client
- D. Category of representation:
 - 1) Juvenile Delinquency
 - 2) Adult Misdemeanor
 - 3) Adult Felony
 - 4) Paternity
 - 5) Adult Probation
 - 6) LPS/Conservatorship
 - 7) Drug Court
 - 8) Modifications:
 - From Juvenile Dependency
 - To Juvenile Dependency
 - 9) Other
- E. Case number
- F. The charge or nature of the case
- G. Applicable code section(s)
- H. Hours worked, by case and major task; e.g. investigations, court appearances
- I. Name(s) of attorney staff
- J. Other staff
- K. Outside personnel or expert witnesses uses
- L. Disposition of cases
- M. Judge of court disposing of case
- N. Record of court appearances
- O. Date case closed

ATTORNEY shall refer client to Revenue Services for evaluation of ability to pay as provided in the process approved by the County and Courts. ATTORNEY shall keep sufficient records to account for hours dedicated to the case for use in any subsequent hearings held by the court.

2. Financial Records

Financial records shall comply with Generally Accepted Accounting Principles (GAAP) and shall be capable of capturing costs by case.

9.0 RECORDS RETENTION AND COUNTY ACCESS

- A. ATTORNEY shall maintain, in safe storage, all significant administrative files, i.e. personnel and financial, including time records and billing reports, for at least seven (7) years.
- B. ATTORNEY shall maintain existing and new case records in accordance with a Records Management Retention schedule, or longer as necessary for compliance with applicable sections of California law. Pursuant to State Bar Guidelines, for all criminal cases is 99 years or the life of the client.

- 1) Death penalty and homicide case records shall be retained for at least the life of the individual sentenced, with documents copied and mailed to COUNTY pertaining to any records released to other entities per Court order; and
- 2) COUNTY shall have access to such files as necessary for administration of this Contract or a successor Contract. COUNTY guarantees confidential treatment of such files. COUNTY shall not be permitted access to any case file without a Court order or the written consent of ATTORNEY.

10.0 STANDARDS OF REPRESENTATION

- A. ATTORNEY agrees to follow applicable public defender standards of representation published by the American and California Bar Associations, including the California Bar Association's Rules of Professional Conduct; prevailing local court rules; and applicable provisions of California law.
- B. ATTORNEY shall provide quality representation of indigent defendants consistent with constitutional and professional standards, providing diligent and conscientious services to clients.
- C. Parties agree that the application of standards contained in this Section shall not result in financial compensation to ATTORNEY over and above the amount stated in Section 2 herein.

11.0 OVERSIGHT

- A. COUNTY, through a representative of the County Executive Office and a representative of the Superior Court Executive Committee shall confer on at least a quarterly basis to maintain oversight and evaluation of Indigent defender services. Such oversight shall include recommendations and related implementation review applicable to maintaining services in conformance with standards as set forth in this Contract, and generally acceptable practices by public defender programs in California.
- B. COUNTY and Courts shall review and provide input concerning any changes to ATTORNEY management staff.
- C. At any time during the Contract term, the Superior Court Executive Committee may advise COUNTY that a majority of its then current judicial members have conducted a vote of "no confidence" and seek to initiate the process described in Section 4. In such event, the Oversight Committee shall meet to develop a statement of deficiencies and a plan of correction for ATTORNEY. COUNTY shall cooperate with the Executive Committee in review and evaluation of the ATTORNEY'S correction plan and in taking any further action required by the ATTORNEY'S failure to satisfy said correction plan.

12.0 OFFICE REQUIREMENTS

Business Office: ATTORNEY shall maintain a publicly accessible office within Nevada County as necessary to competently and capably fulfill the requirements of this Contract.

13.0 STAFFING REQUIREMENTS

- A. ATTORNEY shall employ attorneys, investigators, law clerks, interviewers and support staff sufficient to provide coverage for all Courts located throughout Nevada County including the Eastern region of Truckee, CA, and as necessary to competently and capably fulfill the requirements of this Contract, at a minimum as follows: minimum full-time (full time defined as averaging at least forty (40) hours per week) ATTORNEY staff shall be equivalent to
 - three (3) attorneys (including contract attorneys);
 - other staff ATTORNEY deems necessary.
- B. ATTORNEY shall be entitled to petition the COURT for additional compensation pursuant to Exhibit B, Section 3 of this Agreement. A "capital case" as used in this contract is a murder case in which the

District Attorney or the Prosecutor has alleged a special circumstance pursuant to Penal Code Section 190.2(a). Note: Death Penalty cases are specifically excluded under this contract.

- C. ATTORNEY's failure to provide minimum staff levels as stated herein may result in payment deductions pursuant to Section 6.0 herein.
- D. Changes to ATTORNEY management staff require consent of COUNTY, which COUNTY shall not unreasonably withhold.

14.0 SUPERVISION AND EVALUATION

ATTORNEY shall maintain a procedure for internal systematic supervision and evaluation of staff performance. Performance evaluations are to be based upon personal monitoring by the ATTORNEY's Director or Lead Attorney and shall be augmented by regular, formalized comments by judges, other defense lawyers and clients.

15.0 PROFESSIONAL DEVELOPMENT

- A. ATTORNEY shall provide funds and sufficient staff-time to permit systematic and comprehensive training to attorneys and professional staff at least in accordance with the State Bar's Minimum Continuing Legal Education (MCLE) requirements. Resources shall include continuing legal education programs, attendance at local training programs, and the opportunity to review training and professional publications and recordings.
- B. ATTORNEY shall provide at the beginning of each fiscal year a written training plan that includes specific goals and objectives for all employees.

16.0 MENTORING

ATTORNEY shall maintain a process by which the most skilled attorneys are available to assist in the development of new attorneys and to those ready to begin handling more difficult cases.

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

One-time payment: Due upon execution of this contract, and no later than March 15, 2024, will be a one-time payment in the amount of \$50,000 for start-up expenses to secure office space, recruit staff, secure insurance, equipment, and furnishings.

Remaining Contract amount shall be paid on the 1st of every month as defined in the table below.

	2024	2025	2026	2027
January		\$77,047	\$80,129	\$83,334
February		\$77,047	\$80,129	\$83,334
March		\$77,047	\$80,129	\$83,334
April		\$77,047	\$80,129	\$83,334
May	\$74,083	\$77,047	\$80,129	\$83,334
June	\$74,083	\$77,047	\$80,129	\$83,334
July	\$74,083	\$77,047	\$80,129	
August	\$74,083	\$77,047	\$80,129	
September	\$74,083	\$77,047	\$80,129	
October	\$74,083	\$77,047	\$80,129	
November	\$74,083	\$77,047	\$80,129	
December	\$74,083	\$77,047	\$80,129	
Total Annual Cost	\$592,664	\$924,564	\$961,548	\$500,004
Each year begins January 1 through December 31				
Payments will be initiated on the 1st of every month.				

1. INCIDENTAL EXPENSES: COST TO COUNTY

Costs for expert witnesses, homicide investigations, tests, interpreters and reports from third parties, medical and psychiatric expenses and ancillary costs may supplement the services to be provided under this Contract. Such costs shall be borne by COUNTY only upon proper Court order for services in accordance with Court rules and paid by COUNTY only upon the submission of a proper claim by service provider in accordance with COUNTY procedures.

2. INCIDENTAL EXPENSES: COST TO ATTORNEY

ATTORNEY shall provide, at ATTORNEY's expense, all costs of operations required for the competent and effective performance of ATTORNEY, including but not limited to office space, utilities, supplies, attorneys, support staff, investigators, travel, library, communications including information technology, equipment, and all other costs of operations of any kind or nature whatsoever except as provided in Section 3 herein.

3. EXTRAORDINARY EXPENSES RELATED TO AN EXTRAORDINARY CASE

- A. An "Extraordinary Case" refers to capital cases (see Exhibit A, section 13.0, subsection B for definition of capital case), change of venue cases, and cases involving extraordinarily voluminous discovery materials, where court ordered costs for expert witnesses, special investigations, medical and psychiatric expenses and ancillary costs may supplement the services to be provided under this contract at the rates described in Attachment G.
- B. Application for funds under this Section shall be by affidavit, and shall specify that the funds are reasonably necessary for the preparation or presentation of the defense. Application shall also include the specific facts or circumstances that make the application necessary, along with cost detail and an estimate of total funds expected to be sought for the case.
- 1) The application shall be heard by a Judge of the Court and certified by said Judge as an "Extraordinary Case" prior to application to COUNTY by ATTORNEY for funds under this Section.
 - 2) Such application for funds shall include a copy of the "Extraordinary Case" certification from the Court.
 - 3) If a case has been certified an "Extraordinary Case," ATTORNEY shall be compensated by COUNTY for attorney, investigator, and clerical time expended on such case in addition to any other incidental costs. Such compensation shall be pursuant to the fee schedule in Section 4 below.
- C. In the event ATTORNEY is appointed on a capital case, and the Court, after an appropriate motion by ATTORNEY, fails to appoint an additional attorney who is qualified to represent defendants in capital cases as Keenan counsel, then the County shall provide supplemental funding to ATTORNEY so that ATTORNEY may retain a qualified attorney to assist in the defense in that capital case.

Maximum Limit & Fee Schedule

Attorney's compensation shall be paid at the schedule shown above. Except as provided in Section 3 above, reimbursement of travel, lodging and miscellaneous expenses is not authorized. Except as provided in Sections 1 and 3 above, all expenses of Attorney, including any expert or professional assistance retained by Attorney to complete the work performed under this Contract shall be borne by Attorney.

4. Fee Schedule: ABOVE-QUOTA MURDER, PC1170.95, PC3051, PC1170(d)/PC1170.03, PC1172.6, EXTRAORDINARY, AND "OVERLOAD" CASE COMPENSATION

- A. This section provides for the hourly rate for attorneys, investigators, paralegals and legal assistants providing service on (1) murder cases after the contracted quota for murder cases has been reached by ATTORNEY., (2) PC1170.95, PC3051, AND PC 1170(d)/PC1170.03, and PC1172.6 cases, (3) Extraordinary cases, and (4) "Overload" cases, whether directly appointed by the Court or appointed after the Public Defender declares a conflict or is relieved on a Marsden motion.
- B. "Overload" cases are cases wherein the court appoints ATTORNEY where the Public Defender is unable to represent the defendant, not due to a conflict of interest, but due instead to an inability to represent the defendant due to staffing or other resource related limitations. Where the Public Defender rejects representation due to overload, ATTORNEY may accept representation provided Attorney has sufficient staffing and resources to accept the representation. ATTORNEY will notify COUNTY, and the COUNTY will pay ATTORNEY additional compensation per the fee schedule in this section.
- C. A defendant is charged with "murder" if the defendant is charged with having violated Penal Code sections 187(a), 190, 190.03, 190.05, 190.5, or 190.25. ATTORNEY may either accept or decline appointments to represent defendants charged with murder after having reached their

quota. When ATTORNEY accepts a new appointment after having reached quota, ATTORNEY will notify COUNTY, and the COUNTY will pay ATTORNEY additional compensation per the fee schedule in this section. ATTORNEY will be paid at these rates regardless of the disposition of the case—if, for example, the charges are dismissed or reduced pursuant to a plea bargain, or if the District Attorney unilaterally dismisses the murder charge or charges against a defendant.

D. Fee Schedule

<i>Service</i>	<i>Hourly Rate</i>
Attorney	\$120 per hour
Investigator	\$65 per hour
Paralegal / Legal Assistant	\$55 per hour

- E. ATTORNEY will pay the costs of operations required for the competent and effective performance of attorney for the defendant, including office space, utilities, supplies, library, communications including information technology, equipment, and related costs of operations. However, the costs to be paid by ATTORNEY exclude (1) the above referenced costs for Attorney, Investigator, and Paralegal costs (2) ancillary defense services such as expert witnesses, special investigations, tests, interpreters, reports from third parties, and medical and psychiatric expenses; and (3) extraordinary expenses that would not ordinarily be incurred for operation of the attorney’s office. Extraordinary expenses include the cost of travel to and from locations outside of Nevada County from ATTORNEY’s office at 80% of the normal rate, overnight accommodations, expenses incurred while traveling, and the costs incurred for extraordinarily voluminous discovery materials
- F. COUNTY acknowledges that ATTORNEY’s professional ethical obligations may require ATTORNEY to seek to be relieved as attorney for a defendant. In addition, ATTORNEY may voluntarily seek to be relieved if the primary agreement by which ATTORNEY provides indigent criminal services is terminated, or expires and is not renewed. If ATTORNEY is relieved, ATTORNEY will not be liable to COUNTY for any expenses incurred to retain or substitute counsel, or for any increase in the cost for attorney fees charged by newly-appointed counsel.
- G. If ATTORNEY’s primary agreement with COUNTY for provisions of indigent criminal defense services is renewed, ATTORNEY will continue representation in the murder cases undertaken in accordance with this agreement for the additional compensation described in the memorandum, unless otherwise agreed.
- H. ATTORNEY is neither required to, nor prohibited from hiring additional employees beyond current staffing levels, or to retain independent contractors to fulfill their obligations in cases accepted pursuant to this section.

Except as provided in this section, the total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this Contract.

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Attorney will be subject to final acceptance by County project manager(s).

Submit all invoices to:
Nevada County

County Executive Office

Address: 950 Maidu Ave

City, St, Zip Nevada City, CA 95959

Attn: Barry Anderson

Email: barry.anderson@nevadacountyca.gov

Phone: 530-470-2475

County will make payment within thirty (30) days after the billing is received and approved by County and as outlined above.

Payment Schedule

Unless otherwise agreed to by County, all payments owed by County to Attorney under this Contract shall be made by Automated Clearing House ("ACH"). In the event County is unable to release payment by ACH Attorney agrees to accept payment by County warrant.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Attorney shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Attorney, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Attorney has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance covering **legal malpractice** with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If Attorney maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Attorney. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Attorney including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Attorney’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
2. **Primary Coverage** For any claims related to this contract, **Attorney’s insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Attorney’s insurance and shall not contribute with it.
3. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
4. **Waiver of Subrogation** Attorney hereby grants to County a waiver of any right to subrogation which any insurer or said Attorney may acquire against County by virtue of the payment of any

loss under such insurance. Attorney agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

5. **Sole Proprietors** If Attorney is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Attorney shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
6. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by County. County may require Attorney to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
7. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
 - a. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Attorney must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
8. **Verification of Coverage** Attorney shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive Attorney's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. **Subcontractors** Attorney shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Attorney shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
10. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
11. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall

be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.

12. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
13. **Material Breach** Failure of Attorney to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
14. **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of the Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

Exhibit D
TRANSITION PROCESS

To facilitate continuity of representation and an appropriate ramp-up of services provided by the incoming provider that is not pursuant to a succession plan, a six-month phase-out process will be implemented commencing upon the conclusion of the contract term and concluding 180 days thereafter.

- Phase 1 shall commence at the conclusion of the First Level Conflict Indigent Defender Contract.
- Phase 2 shall commence thirty (30) days thereafter.
- Phase 3 shall commence sixty (60) days thereafter.
- Phase 4 shall commence ninety (90) days thereafter.
- Phase 5 shall commence one hundred and twenty (120) days thereafter.
- Phase 6 shall commence one hundred and fifty days (150) thereafter and shall conclude one hundred and eighty (180) days thereafter.

The incoming provider is to be assigned cases during the first four phases as follows:

Phase 1: All existing cases and new cases being arraigned on or after the commencement of phase 1 excepting all pending and new Truckee cases arraigned on or after the commencement of Phase 1 which will be assigned to the incoming provider.

Phase 2: All existing cases and new cases being arraigned on or after the commencement of phase 2 excepting Phase 1 cases and driving under the influence (misdemeanor and felony), domestic violence (misdemeanor and felony) and elder abuse (misdemeanor and felony) arraigned on or after the commencement of Phase 2, which will be assigned to the incoming provider.

Phase 3: All existing cases and new cases being arraigned on or after the commencement of phase 3 excepting Phase 1 and 2 cases and general felonies arraigned on or after the commencement of Phase 3, which will be assigned to the incoming provider.

Phase 4: All existing cases and new cases being arraigned on or after the commencement of phase 4 excepting Phase 1, 2, and 3 and Juvenile cases Proposition 36, Drug Court track 3, Veterans Court cases arraigned on or after January 1 of the transition period year, which will be assigned to the incoming provider.

ATTORNEY shall continue representation as follows:

Phase 5: All remaining cases will be handled by ATTORNEY during this thirty (30) day period.

Phase 6: All remaining cases will be handled by ATTORNEY during this thirty (30) day period. At the conclusion of phase 6 (one hundred and eighty (180) days after commencement of Phase 1) ATTORNEY'S residual cases will be assigned to an attorney designated and compensated by COUNTY. In the event COUNTY fails to designate such designee attorney, ATTORNEY will be compensated, at the rate defined for handling such cases in the Nevada County Rules of Court. Compensation shall be paid to ATTORNEY for performance under the transition terms as follows:

Phase	Compensation
Phase 1	100 % of base
Phase 2	90 % of base
Phase 3	80 % of base
Phase 4	70 % of base
Phase 5	60 % of base
Phase 6	50 % of base

“Base” shall be defined as the monthly compensation paid by COUNTY to ATTORNEY under this contract during the final (non-transition) month of this contract

Summary Page

Attorney Name: Cohen Defense Group

Description of Services: Conflict Indigent Legal Defense Services

SUMMARY OF MATERIAL TERMS

Max Multi-Year Price: 3,028,780

FY 23/24 =\$198,166

FY 24/25 =\$906,780

FY 25/26 =\$943,056

FY 26/27 = \$980,778

Contract Start Date: 3/12/2024

Contract End Date: 6/30/2027

Liquidated Damages: See Section 8 standard terms and conditions

INSURANCE POLICIES

FUNDING:

Commercial General Liability (\$2,000,000)	Click or tap here to enter text.
Automobile Liability (\$1,000,000)	Click or tap here to enter text.
Worker's Compensation (Statutory Limits)	
Professional Errors and Omissions (\$2,000,000)	
Type Legal Malpractice	

LICENSES AND PREVAILING WAGES

Designate all required licenses: CA Bar – Licensed Attorney _____

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County

County Executive Office

Address: 950 Maidu Ave.

City, St, Zip Nevada City, CA 95959

Attn: Barry Anderson

Email: barry.anderson@nevadacountyca.gov

Phone: 530-470-2475

ATTORNEY:

Name of firm

Cohen Defense Group

Address 1515 Lincoln Way

City, St, Zip Auburn, CA 95603

Attn: David G. Cohen

Email: david.cohen@cohendefense.com

Phone: 530-823-7700

Attorney is a: (check all that apply)

Corporation: Calif., Other, LLC,

Non- Profit Corp

Partnership: Calif., Other, LLP, Limited

Person: Individ., DbA, Ass'n Other

EDD Worksheet Required

Yes No

ATTACHMENTS

Exhibit A: Schedule of Services

Exhibit D: Transition Plan

Exhibit B: Schedule of Charges and Payments

Exhibit C: Insurance Requirements