FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN THE COUNTY OF LASSEN AND JORDAN FUNK FOR PRISON PROSECUTION

This FIRST Amendment to Agreement (hereinafter "Amendment") is made on this _____, 2020, between LASSEN COUNTY (hereinafter "County"), and JORDAN FUNK (hereinafter "Funk"), who agree as follows:

1. **Recitals**: This First Amendment is made with reference to the following facts and objectives:

The County and Funk entered into a written Agreement for the term of February 28, 2019 to June 30, 2020 in which Funk has agreed to provide specialized attorney's services and advice, in legal matters related to the prosecution of criminal cases generated by the two California Department of Corrections and Rehabilitation state prisons located within the County of Lassen, State of California (incorporated by reference.)

2. **Amendments:** The parties, County and Funk agree to amend the Agreements, as follows:

The parties desire to extend the term of the Agreements for twenty-four (24) months, commencing July 1, 2020, through June 30, 2022. Therefore, the first sentence of number 3 of the original Agreement, are deleted and replaced with the following:

"This Agreement shall commence on the first day of July, 2020, which shall be the date on which Contractor commences work under this Agreement, and shall terminate at the close of business on the 30th of June, 2022, unless terminated by either party prior to that date."

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment to Agreement, all provisions of the Agreement dated February 28, 2019, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment of the Agreement to be executed on the date first above written.

COUNTY OF LASSEN:

Jordan Funk

JORDAN FUNK
Special Prosecutor

_____

RICHARD EGAN
County Administrative Officer

DAVID TEETER, Chairman
Lassen County Board of Supervisors

APPROVED AS TO FORM:

Dated: _____.

FOR LASSEN COUNTY COUNSEL

CONTRACT FOR SPECIAL LEGAL SERVICES

THIS AGREEMENT entered into this _____ day of _____, 20___, by the County of Lassen hereafter "County", acting through the District Attorney of the County of Lassen, State of California, hereinafter "County" and JORDAN FUNK, hereinafter "Contractor."

WITNESSETH:

WHEREAS, the District Attorney of Lassen County has need for special attorney's services and advice, in legal matters related to the prosecution of criminal cases generated by the two California state prisons located in Lassen County, within the County of Lassen, State of California;

WHEREAS, Contractor is an Attorney at Law and is qualified to perform such special services for the District Attorney;

NOW THEREFORE, the parties to this Agreement hereby agree as follows:

1. The County hereby engages Contractor and Contractor hereby agrees to perform for the District Attorney the services hereinafter set forth for the compensation hereinafter set forth;

   Legal and professional services for the prosecution of criminal cases being prosecuted by the District Attorney in the County of Lassen, State of California, as submitted by the California Department of Corrections' institutions known as the California Correctional Center and High Desert State Prison. Said services are to be limited to meetings with officers, investigators and correctional staff relative to cases referred to the District Attorney's Office by the California Correctional Center and High Desert State Prison; meetings with investigative, prosecutorial and clerical staff in the District Attorney's Office; preparation for and court appearances for the conduct of law and motion hearings, preliminary hearings and other hearings on motions in cases being handled by the District Attorney's Office; preparation for and court appearances for the conduct of court and jury trials and/or contested jurisdictional hearings in cases being handled by the District Attorney's Office; preparation and drafting of motions and responses to motions in cases being handled by the District Attorney's Office; preparation and drafting of correspondence in cases being handled by the District Attorney's Office. For services provided by contractor as described above, the County hereby agrees to compensate Contractor at the rate of:

First Degree Murder	:	$110.00
All Cases Charged Under PC 667(b)(I)	:	$ 95.00
For All Other Felonies	:	$ 85.00

2. Contractor understands and agrees that Contractor will be compensated for mileage costs at the ongoing current rate established by the I.R.S. and travel time relative to Contractor's performance of any duties performed under this Agreement at rates state above under Subdivision 1.

   Contractor agrees to submit to the County an original invoice for services rendered, which invoice shall include the following information: The date of all services rendered; the name and C.D.C.R. inmate number of the defendant; the court case number for the defendant's case (if assigned); a general description of the services rendered; the amount of time spend on each services rendered; and an entry as to the amount or cost of each services. Contractor further agrees that Contractor's invoices for services rendered will be submitted on a bi-weekly basis.

3. This Agreement shall commence on the 28th day of February 2019, which shall be the date on which the contractor commences work under the Agreement, and shall terminate at the close of business on the 30th day of June 2020, unless terminated by either party prior to that date. In the event the budgeted funds are drawn down before the expiration of the term of this Agreement, District Attorney shall notify contractor in sufficient time to allow the orderly transfer of pending cases back to the District Attorney's Office.

4. Either party may terminate the Agreement at any time by giving the other party thirty (30) days written notice of such termination, specifying the effective date of such termination. Contractor shall be compensated for all work completed prior to the effective date of such termination.

5. The parties may modify the terms of this Agreement by mutual written consent.

6. There shall be no discrimination against any person employed pursuant to this Agreement, in any manner forbidden by law.

7. Contractor shall not assign, or transfer this Agreement or any interest therein without the prior written consent of the District Attorney.

8. Attachment "A" to this Agreement, entitled "General Provisions", is incorporated by reference and is part of this Agreement.

9. Contractor agrees to have public liability (malpractice) insurance with a minimum coverage of $500,000.00 per claim with a minimum aggregate of $1,000,000.00.

10. County acknowledges that Contractor may maintain a private practice of law. Nothing in this Agreement shall be deemed to limit said practice. Contractor agrees to take all steps to avoid a conflict of interest with any case handled on behalf of County.

Dated: _____

RICHARD EGAN
County Administrative Officer

Dated: 2/8/19

SUSAN M. RIOS
District Attorney

Dated: 2-6-19

JORDAN FUNK
Attorney at Law

APPROVED AS TO FORM:

Dated: _____

ROBERT BURNS
County Counsel

ATTACHMENT A

GENERAL PROVISIONS

A.l INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent CONTRACTOR and shall not be, for any purpose of this Agreement, an employee of COUNTY.

As an independent contractor, the following shall apply:

A 1.1. CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement

A. 1.2. CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement

A.1.3. CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers* compensation insurance and any other costs and expenses in connection with performance of services under this Agreement

A.1.4. CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers* compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

A.1.5. CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money elating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

A.1.6 CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

A.1.7. COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

A.1.8 CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

A.2 LICENSES, PERMITS, ETC., CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

A.3 INSURANCE.

A.3. 1. Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY and except for the coverage provided for in Section A.3. 1.2., naming the COUNTY and COUNTY's officers, employees, agents, and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

A.3. 1.1. During the term of this Agreement CONTRACTOR is to have automobile insurance of $300,000.00 aggregate for bodily injury liability and $100,000.00 for property damage liability. COUNTY agrees to hold CONTRACTOR harmless for claims in excess of these coverages.

A.3.2. The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

A.3.3. The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion, The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

A.3.4. Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

Regina Schaap
Risk Management
221 S. Roop Street, Suite 3
Susanville, CA 96130

A.3.5. CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsements is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, or such shorter period as agreed to in writing by COUNTY, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

A.3.6. COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

A.4. STANDARD OF PERFORMANCE.

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

Dated: 2-20-19

RICHARD EGAN
County Administrative Officer

Dated: 2/18/19

SUSAN M. RIOS
District Attorney

Dated: 2-6-19

JORDAN FUNK
Attorney at Law

APPROVED AS TO FORM:

Dated: _____

ROBERT BURNS
County Counsel

Dated: _____

RICHARD EGAN
County Administrative Officer

Dated: 2/8/19

SUSAN M. RIOS
District Attorney

Dated: 2-6-19

JORDAN FUNK
Attorney at Law

APPROVED AS TO FORM:

Dated: 2-11-19

ROBERT BURNS
County Counsel