

AGREEMENT FOR SERVICES

This Agreement for Services (“Contract” or “Agreement”) is made and entered into by and between MITCHELL HAUPTMAN hereinafter referred to as “Contractor,” and the County of Lake, hereinafter referred to as “County,” collectively referred to as the “parties.” The County Administrative Officer of the County of Lake, or her designee shall administer this Contract on behalf of County.

1. **TERM**

This Contract shall commence on July 1, 2024 . In the event both parties desire to continue services after the exhaustion of the authorized Contract compensation, such continuation would be subject to the Board of Supervisors of the County of Lake approving the extension. If the maximum contract amount is reached while Contractor is still engaged in the representation of defendants appointed under this contract, the hourly amounts (see below) will continue through the end of case(s).

2. **COMPENSATION**

Contractor has been selected, to provide conflict indigent defense representation . Total compensation to Contractor shall not exceed Forty Nine Thousand dollars (**\$49,000.00**), with said sum to be paid only on the basis of hourly work performed pursuant to this Agreement. The hourly rate to be paid to Contractor shall be \$75 (Seventy Five Dollars) an hour for level 1 cases (0-7 year potential prison terms). \$100 an hour (One Hundred Dollars) for level 2 cases (cases with 8+ year potential prison terms, up to 40 years), and \$110 (One Hundred and Ten Dollars) an hour for cases where Defendant’s initial punitive exposure is an indeterminate life term or a term of 40 years or greater.

3. **TERMINATION**

This Contract may be terminated by either party upon 30 days written notice, subject to the Court allowing withdrawal and any applicable California Professional Rules of Conduct for lawyers.

4. **MODIFICATION**

This Contract may only be modified by a written amendment hereto, executed by both parties; however, matters the concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County.

5. **TERMS AND CONDITIONS**

Contractor warrants that it will comply with all terms and conditions of this Contract and all other applicable federal, state and local laws, regulations and policies.

This Contract constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior contracts, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

6. INVOICE AND REPORTING REQUIREMENTS

Contractor will report at the end of every month the amount of cases and type of cases they have been appointed to, to both County Administrative Office and the Office of the County Counsel. Contractor will submit the hours spent on each case and the total of all hours spent on Lake County cases as an invoice. The invoice to be submitted within 10 days of the last day of each month.

7. INSURANCE

Contractor shall procure and maintain the insurance required by this paragraph. Any failure of Contractor to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Contract.

Certificates evidencing the issuance of the following insurance shall be filed with the County within ten (10) days after the date of execution of this Contract, by Contractor:

Automobile Liability Insurance. Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with Contractor's business in an amount not less than \$ 300,000.00) combined single limit coverage per occurrence.

Professional Liability Insurance. Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less Five Hundred Thousand Dollars (\$500,000.00)

8. INDEPENDENT CONTRACTOR


It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent Contractor and is not an employee, agent or servant of County. **This agreement does not prohibit Contractor from outside legal work in Lake County or any other jurisdiction.**

9. **ADDITIONAL PROVISIONS**

This Agreement shall be governed by the law of the State of California. It constitutes the entire Agreement between the parties regarding the subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, or discussions heretofore and between parties related to the subject matter of this Agreement.



Mitchell Hauptman, Contractor



Ray Buenaventura, Chief Public Defender
County of Lake



Susan Paker, Chief Administrative Officer
County of Lake



Carlos Torrez, Deputy County Counsel
Approved As To Form