

AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

This Amendment to the Professional Services Agreement (“Amendment”), effective February 1 __, 2025, is entered into between the County of Sonoma (“County”) and Indigent Defense Administration of Sonoma County, LLC, (hereinafter “Consultant”).

RECITALS

WHEREAS, County and Consultant entered into a Professional Services Agreement dated July 1, 2023 (“Agreement”), to retain and manage a panel of experienced attorneys to represent individuals in the Superior Court of Sonoma County who the Public Defender has declared a conflict of interest, and related services;

WHEREAS, the number of cases handled by the panel of conflict attorneys where the individuals are charged with felonies has increased, triggering one of the two stated reopener provisions in the agreement;;

WHEREAS, this has caused the Consultant to assign more panel attorneys to the felony caseload, which requires additional compensation due to felony work being more complicated; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to amend Section 3 of the Agreement, which may be modified by the parties in writing pursuant to Section 12 of the Agreement, as follows.

AGREEMENT

1. The first two paragraphs of Section 2 of the Agreement, entitled “Payment,” are modified as follows:

For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

Consultant shall be paid at the original monthly amount from July 1, 2024 through January 31, 2025. Beginning February 1, 2025 through June 30, 2025, the monthly payment will be increased to \$246,793.06 to support the addition of 2 attorneys to the felony case type and adjusted ancillary and emergency retention amounts. Beginning July 1, 2025 the monthly payment will be increased to \$296,608.68 to support the added attorneys plus capacity for increased compensation and increased ancillary and emergency retention, for an annual total of \$3,559,304.21.

2. The table in Exhibit C to the Agreement shall be modified as follows:

	FY 23-24	FY 24-25	FY 24-25 Adjusted	FY 25-26	FY 26-27
Operating	\$2,393,232.87	\$2,465,029.86	\$2,593,029.86	\$3,167,780.75	\$3,262,814.17
Ancillary	\$268,902.57	\$276,969.65	\$291,351.67	\$355,930.42	\$366,608.33
Emergency	\$26,890.26	\$27,696.96	\$29,135.17	\$35,593.04	\$36,660.83
Annual Total	\$2,689,025.70	\$2,769,696.47	\$2,913,516.70	\$3,559,304.21	\$3,666,083.34
Monthly Payment (with \$4,000 monthly supplement)	\$224,085.48	\$234,808.04 ¹	\$246,793.06 ²	\$296,608.68 ³	\$305,506.94 ⁴

3. All other provisions of the Agreement are unchanged and shall remain in full force and effect throughout the remaining balance of the term of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

Date: _____

ATTORNEYS:

BY: _____

Name: Nathan Poulos, Esq.

Title: Manager, Indigent Defense Administration of
Sonoma County, LLC

Date: _____

COUNTY OF SONOMA

BY: _____

Robert H. Pittman, County Counsel

¹ The monthly payment of \$234,808.04 is valid from July 1, 2024 through January 31, 2025. Beginning February 1, 2025, the adjusted payment takes effect.

² From February 1, 2025 until June 30, 2025 the adjusted monthly payment to the panel will be \$246,793.06.

³ From July 1, 2025 through June 30, 2026 the monthly payment will increase to \$296,608.68 for an annual total of \$3,559,304.21.

⁴ From July 1, 2026 through June 30, 2027 the monthly payment will be escalated by 3% pursuant to the original agreement to \$305,506.94.