

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

ROLAND L. SOLTESZ, Attorney at Law, State Bar #229648 (“the Attorney.”)

(hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

the legal services set forth in Exhibit A of this Agreement.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 155,000.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Description of Services

Exhibit B: Insurance Justification – Automobile Insurance

Exhibit C: Records of Confidentiality

Exhibit D: Expense Request Form

Exhibit E: ADO Monthly Assignments Report Template

Exhibit F: ADO Monthly Report of Closed Cases Template

Exhibit G: Annual Contract Compliance Checklist

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to

this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

- 10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.
- 10.06 **Format of Deliverables:** For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

11.0 **NON-DISCRIMINATION:**

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR’s employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

- 13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.
- 13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Scott Erdbacher
Name
Chief Alternate Defender
Title
168 W. Alisal Street, 2 nd Floor, Salinas, CA 93901
Address
831-796-6054
Phone

FOR CONTRACTOR
Roland L. Soltesz
Name
Attorney at Law
Title
137 Central Avenue #3, Salinas, CA 93901
Address
831-230-6866
Phone

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

- 16.09 **Time is of the Essence;** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law;** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement;** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement;** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts;** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority;** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration;** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions;** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY	
By:	
	County Purchasing Agent
By:	<small>Signed by:</small> <i>[Signature]</i> <small>1113D1DD23CA457...</small>
	Department Head (if applicable)
Date:	5/14/2026
Approved as to Form Office of the County Counsel, ¹ Susan K. Blicht, County Counsel	
By:	<small>Signed by:</small> <i>[Signature]</i> <small>2BC00C247581E</small>
	County Counsel
Date:	5/22/2026
Approved as to Fiscal Provisions ²	
By:	<small>DocuSigned by:</small> <i>[Signature]</i> <small>2617DD077D65495...</small>
	Auditor/Controller
Date:	5/26/2026
Reviewed as to Liability Provisions ³ Office of the County Counsel-Risk Management	
By:	<small>DocuSigned by:</small> <i>[Signature]</i> <small>2E710B332020049...</small>
	David Bolton, Risk Manager
Date:	5/27/2026

CONTRACTOR	
Contractor/Business Name*	
By:	Roland Soltesz (Signature of Chair, President, or Vice-President)
	<small>Signed by:</small> <i>[Signature]</i> <small>51E785D43F4F48D...</small>
Roland Soltesz	Attorney at Law
Name and Title	
Date:	5/13/2026
By:	
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)	
Name and Title	
Date:	

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §, 313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

1Approval by the office of the County Counsel is required. 2Approval by Auditor/Controller is required.

3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

EXHIBIT A

DESCRIPTION OF SERVICES

Attorney shall accept all assignments from the ADO, pursuant to Penal Code § 987 *et seq.*, in which the court finds that the Public Defender has properly declined to represent the accused due to a conflict of interest. This obligation requires the Attorney to act as legal counsel and provide representation for indigent adult defendants charged with criminal offenses, including new felony and misdemeanor charges and probation violations.

The Attorney shall be assigned no more than 100 clients during the term of this Agreement. If a client has concurrent felony charges alleged in a separate Complaint, Information or Grand Jury Indictment, each will be counted as a separate client toward the 100-client contract maximum. However, a client who has concurrent felony violations of probation or post community release violations will constitute one client. Clients who: (a) cannot be represented due to conflict of interest; (b) retain private counsel, or; (c) successfully relieve counsel pursuant to *People v. Marsden* (1970), 2 Cal.3d 118, do not count toward the case limitation, unless the Attorney has performed significant work on the case. These limitations cannot be exceeded unless the parties mutually agree in writing to change these limitations.

The ADO Management Analyst shall assign cases to the multiple ADO Contractors in an equitable and efficient manner, but there is no assurance that cases will be assigned equally each month. Of the potential 100 clients assigned to each Contractor per year, there is no certainty that this amount will be divided equally each month. Contractor may, therefore, have high case volume months on occasion.

The class of cases in which the Attorney will be appointed are as follows:

1. **Felonies, including felonies listed in Penal Code §§1192.7(c) (serious felonies) and 667.5(c) (violent felonies)**
2. **Murder cases except those in which special circumstances are alleged.**

Legal representation includes all ethically and constitutionally required pretrial and trial services and post-trial motions but no appeals following conviction and sentencing other than filing the notice of appeal. Contractor does not continue to represent the indigent defendant in adult criminal cases in instances of violations of probation, unless a conflict is declared by the Public Defender and Contractor is specially assigned representation in such circumstances.

If the Court appoints the Attorney to represent Defendants in the following matters, the following special terms apply:

1. Special Circumstances Murder Cases. The Attorney shall not be appointed pursuant to this Agreement to murder cases in which special circumstances are charged.
2. In re Marsden. Where the Public Defender is relieved pursuant to a Marsden Motion, the Attorney shall accept a maximum of five such cases during the contract period and will be paid in accordance with Article IV of this Agreement, subject to the maximum compensation limit set forth in Section 4.02.

3. Retrials. In a case in which the Attorney represented a client, and where a new trial motion or a mistrial is granted to Attorney's client, Attorney shall be paid in these motions in accordance with Article IV of this Agreement, subject to the maximum compensation limit set forth in Section 4.02.
4. Motions to Withdraw Plea. The Attorney shall accept appointment for such motions where the Public Defender has declared a conflict of interest. The Attorney will be paid for representation in these motions in accordance with Article IV of this Agreement, subject to the maximum compensation limit set forth in Section 4.02.
5. Refusal of Public Defender to Accept Appointment because of Excessive Caseload. The Attorney shall not be responsible for, or required to accept, appointment in these cases. The Attorney and the ADO may agree to Attorney's appointment in these cases, in addition to the services and compensation provided by this Agreement, at the hourly rates set forth in Section 5.03(a) and (b).
6. Prison cases. The Attorney shall not be appointed pursuant to this Agreement on cases by prisoners where the charged conduct occurs on the California Department of Corrections and Rehabilitation grounds.
7. Sexually Violent Predators. The Attorney shall not be appointed pursuant to this Agreement on cases brought pursuant to Welfare and Institutions Code § 6600.
8. Witness Advisement. The Attorney shall accept appointment to represent witnesses in cases concerning the witnesses' Fifth Amendment and CCP 1219 rights. The Attorney will be paid for witness representation in these cases in accordance with Article IV of this Agreement, subject to the maximum limitation set forth in Section 4.02.
9. Discovery and Special Master. The Attorney shall not be appointed pursuant to this Agreement as a special master or to facilitate discovery matters.
10. Stand by Counsel. The Attorney shall not be appointed pursuant to this Agreement to act as Standby or Advisory Counsel.
11. Appellate Court Reversals and Other Orders. The Attorney shall not be appointed pursuant to this Agreement to cases returned to the trial court by the Appellate Court following orders made in appeals, writs or other extraordinary proceedings.
12. MDSO Proceedings. The Attorney shall not be appointed in MDSO proceedings.
13. Conservatorship and LPS Matters. The Attorney shall not be appointed pursuant to this Agreement in Conservatorship and LPS cases.

EXHIBIT B

**To Agreement by and between
Public Defender's Office, hereinafter referred to as "County" AND
Roland L. Soltesz, hereinafter referred to as "Contractor" Justification for**

Auto Liability Insurance

A. Justification

The CONTRACTOR is using his personal auto liability insurance to cover his scheduled vehicles only and has not obtained endorsements to auto liability insurance adding the County of Monterey as additional insured, making CONTRACTOR'S insurance primary, and County's noncontributory. As the department head, the Public Defender has determined that the CONTRACTOR's personal auto insurance coverage and limits are sufficient for the purposes of providing the services agreed upon. Should the CONTRACTOR stop using his personal auto liability insurance to cover his owned vehicles during the term of this Agreement, the CONTRACTOR shall comply with COUNTY's insurance requirements pertaining to Business Automobile Liability Insurance, as described in Section 7.01 of this Agreement.

Signed by:

1113D1DD23CA457

Thomas O'Keefe
Chief Assistant Public Defender

5/13/2026

Date

EXHIBIT C

RECORDS OF CONFIDENTIALITY

1. **Confidentiality.** The Attorney, and his or her employees, agents, and subcontractors, shall comply with any and all applicable federal, state, or local laws which provide for the confidentiality of records and prohibits them from being opened for examination for any purpose without proper court or client authorization, including, but not limited to, Business and Professions Code section 6068 (e) and Rule 1.6 of the California Rules of Professional Conduct. Confidential medical or personal records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by the Attorney from access to any such records, and from contact with the Attorney's clients and complainants, shall be used by the Attorney only in connection with provision of services under this Agreement.

2. **Maintenance and Availability of Records.** The Attorney shall prepare and maintain all reports and records that may be required by federal, state, or county rules and regulations and the ADO, as Contract Administrator, and shall furnish such reports and records to the County of Monterey and to the state and federal governments, upon request in compliance with applicable rules of confidentiality.

Pursuant to Government Code § 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000.00, the parties to this Agreement may be subject to the examination and audit of the State Auditor, and the request of the County of Monterey or as part of any audit of the County of Monterey, for a period of three years after final payment under this Agreement. As provided by Government Code § 8546.7, these audits will be confined to those matters connected with the performance of this Agreement, including but not limited to the costs of administering the Agreement.

3. **Retention of Records.** The Attorney shall maintain and preserve all records related to this Agreement (and shall assure the maintenance of such records in the possession of any third party performing work related to this Agreement) for the minimum period as required by law or the professional rules for the retention of client records, but, in no event for less than minimum of three years from the date of the last action taken in the case.

EXHIBIT D

Alternate Defender Office - County of Monterey EXPENSE REQUEST FORM (ERF)

A. REQUEST TYPE			
<input type="checkbox"/> EXPERT SERVICES	<input type="checkbox"/> ADO CASE	<input type="checkbox"/> PRO PER CASE	
<input type="checkbox"/> RATE INCREASE	<input type="checkbox"/> PRISON CASE		
<input type="checkbox"/> OTHER SERVICES _____			
B. REQUESTOR			
Attorney Name:			
PRINT	X _____		
Signature:	X _____		DATE: / /
C. CLIENT INFORMATION *If travel is for multiple clients, please list all clients/cases here			
CLIENT NAME:	CASE NUMBER:	CHARGES:	
D. CASE INFORMATION			
<input type="checkbox"/> SVP	Sexually Violent Predator	<input type="checkbox"/> JUVI	Juvenile
<input type="checkbox"/> NGI	Not Guilty by Reason of Insanity	<input type="checkbox"/> J187	Juvenile Murder
<input type="checkbox"/> DPNB	Death Penalty	<input type="checkbox"/> MDSO	Misdemeanor
<input type="checkbox"/> SPEC	Special Circumstance	<input type="checkbox"/> M187	Murder
<input type="checkbox"/> FILO	Felony	<input type="checkbox"/> LIFE	LIFE Case
For Service: Obtain and attach a minimum of <u>one</u> quote for services UNDER \$3,000; <u>two quotes*</u> for any services OVER \$3,000. If you are unable to provide multiple quotes, written justification explaining reason(s) unable to obtain multiple quotes, etc.			
Travel: Attach copy of GSA rates, map for mileage and estimated Hotel, Airfare, Car Rental, and misc. travel expenses.			
E. VENDOR/PROVIDER INFORMATION			
NAME:	<input type="checkbox"/> Vendor Registered w/ County of Monterey		
EMAIL:	PHONE:	<input type="checkbox"/> Vendor NOT Registered w/ County of Monterey	
F. BRIEF DESCRIPTION & PURPOSE OF EXPENSE			
Description of Service:			
EXPERT RATE: \$	Requested Hours:	Total Amount Requested:	
ADDITIONAL REQUESTS:			
<input type="checkbox"/> Travel	\$	<input type="checkbox"/> Hotel (GSA Rate)	\$
<input type="checkbox"/> Mileage @	\$	<input type="checkbox"/> Meals	\$
<input type="checkbox"/> Car Rental	\$	<input type="checkbox"/> Other	\$
TOTAL COSTS: \$	ADJUSTMENTS (If Any):		
G. APPROVALS			
X _____		Date: _____	
ADO Chief			
X _____		Date: _____	
Management Analyst			
ERF #			
<i>All services and rate increases require prior approval</i>			
Original - ADO FILE			Copy - REQUESTOR

Revised 09/12/2025

*any information submitted on this form that does not follow county policy will not be reimbursed

Please send this ERF request, along with the backup to ADO@countyofmonterey.gov. Please include a cc to Scott Endlicher at wsejlaw@sbcglobal.net.

EXHIBIT G

MONTEREY COUNTY
OFFICE OF THE ALTERNATE DEFENDER
 188 W. Alisal Street, 2nd Floor, Salinas, CA 93901
 Scott W. Erdbacher, Attorney at Law (ADO Chief)
 Alternate Defender Chief | 831-694-5176



ADO CONTRACT ATTORNEY COMPLIANCE	
Contractor Name:	Department: Alternate Defender
Contract Type: <input type="checkbox"/> Heavy Felonies <input type="checkbox"/> Misdemeanors <input type="checkbox"/> Juvenile	Contract Period:
CONTRACT COMPLIANCE	
1. Licensure	In Compliance?
Attorney shall maintain active license to practice law.	
2. MANDATORY CONTINUING LEGAL EDUCATION	In Compliance?
All active licensees of the State Bar must complete and report to the State Bar twenty-five hours of Bar-approved Minimum Continuing Legal Education (MCLE) every three years, including credits on ethics, competence, substance abuse and mental health.	
3. NON-EXCLUSIVITY CONFLICT OF INTEREST	In Compliance?
Attorney retains the right to represent other clients of their choosing, so long as that representation does not pose a conflict of interest with clients referred to the attorney pursuant to his/her ADO contract.	
4. MONTHLY REPORTS BY THE ATTORNEY	In Compliance?
The Attorney shall submit to the ADO a monthly report using the ADO monthly report form. A completed report form shall be received by the ADO before the County makes payment for services rendered in the preceding month, and, in any event, the monthly report shall be submitted no later than the deadline established by the ADO Coordinator.	

5. TRAINING FOR STAFF	In Compliance?
The attorney shall insure that sufficient training is provided to his or her staff, to enable them to perform effectively and to increase their existing level of skills in the performance of this agreement.	
6. Attorney-Client Relationship	In Compliance?
The Attorney's relationship to assigned defendants shall be that of attorney and client. The Attorney shall remain responsible for the representation of all Defendants assigned until the Defendants' cases are concluded in the Monterey County Superior Court.	
7. Standards of Representation	In Compliance?
Attorney shall perform services in a competent manner and in conformity with the highest professional standards and practices, through all stages of the trial court practice including aggressive and zealous representation in motions, jury trials and sentencing.	
8. Compliance with Law	In Compliance?
Attorney shall fully comply with all applicable laws, rules, and regulations in providing services.	
9. Confidentiality	In Compliance?
The Attorney, and his or her employees, agents, and subcontractors, shall comply with any and all applicable federal, state, or local laws including, but not limited to, Business and Professions code section 6068 (e), and Rule 1.6 of the California Rules of Professional Conduct, which provide for the confidentiality of records and prohibits them from being opened for examination for any purpose without proper court or client authorization.	
10. Retention of Records	In Compliance?
The Attorney shall maintain and preserve all records related to any assignment for the minimum period as required by law or the professional rules for the retention of client records, but, in no event for less than minimum of three years from the date of the last action taken in the case.	

11. Insurance	In Compliance?
Attorney shall maintain in effect a policy or policies of insurance with at least, the minimum limits of liability. This is applicable for 1) Commercial general liability insurance; 2) Business automobile liability insurance; 3) Workers' Compensation Insurance; and 4) Professional Liability Insurance.	
12. Responsiveness to ADO	In Compliance?
Attorney has been responsive and prompt with all ADO administration inquiries.	
13. Investigation	In Compliance?
Attorney shall investigate all issues of law and fact.	
BUSINESS & PROFESSIONS CODE SECTION 6068 COMPLIANCE	
14. Attorney Etiquette	In Compliance?
Attorney shall maintain the respect due to the courts of justice and judicial officers.	
15. Duties as Officer of The Court	In Compliance?
Attorney shall, for the purpose of maintaining the causes confided to him or her those means only as are consistent with truth, and never to seek to mislead the judge or any judicial officer by an artifice or false statement of fact or law.	
16. Duty to Maintain Confidentiality	In Compliance?
Attorney shall maintain inviolate the confidence, and at every peril to himself or herself to preserve the secrets, of his or her client.	
17. Legal Compliance	In Compliance?
Attorney shall not encourage either the commencement or the continuance of an action or proceeding from any corrupt motive of passion or interest.	

18. Responsiveness with Clients	In Compliance?
To respond promptly to reasonable status inquiries of clients and to keep clients reasonably informed of significant developments in matters in which attorney has been assigned pursuant to the contract.	

OVERALL COMPLIANCE:	
APPROVALS	
ASSESSMENT PROCTOR: This compliance assessment is based on my observation and/or knowledge. It represents my best judgment of the contract attorney's compliance.	
Name: W. Scott Erdbacher	Title:
Signature:	Date:
SECOND ASSESSMENT PROCTOR: I concur in and approve this compliance assessment	
Name: Raymond Buenaventura	Title:
Signature:	Date:
CONTRACT ATTORNEY: This compliance assessment has been discussed with me and I have been given a copy to retain.	
Name:	Title:
Signature:	Date:

DISTRIBUTION: Original copy to ADO Chief. One copy to contract attorney.