

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND AARON WILLIAMS

This agreement is entered into between the County of Shasta, through its County Administrative Office, a political subdivision of the State of California ("County") and Aaron Williams, a sole proprietorship ("Contractor") for the purpose of providing conflict indigent defense services (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF CONTRACTOR.

- A. Pursuant to the terms and conditions of this agreement, Contractor shall engage and compensate Subcontract Attorneys (collectively, "Subcontract Attorneys" and individually, a "Subcontract Attorney") who shall be independent contractors of Contractor and who shall provide legal representation in accordance with the terms and conditions of this agreement.
- B. Contractor shall, through the Subcontract Attorneys, provide legal representation for indigent individuals ("Clients") who: (1) are defendants in a criminal case (including, but not necessarily limited to, defendants charged with felonies; misdemeanors; probation, parole, Mandatory Supervision, and Post-Release Community Supervision violations (including periodic review hearings or revocation hearings); and juveniles in delinquency court proceedings; (2) are conservatees (both potential and adjudicated) in probate conservatorship cases and in mental health (Lanterman-Petris-Short Act or "LPS") commitment/conservatorship cases; (3) are parties in guardianship cases; (4) are parties in termination of parental rights cases; (5) are charged with contempt of court; (6) who have been called to testify in Court proceedings and who need to be advised regarding self-incrimination issues; and (7) have, in any other case, had legal counsel appointed by the Shasta County Superior Court ("Court"), where a conflict of interest arises which would preclude the Public Defender from representing the Client.
- C. Contractor shall, through the Subcontract Attorneys, represent Clients at all stages of the Client's case, including revocation hearings, petitioning appellate courts for writs before final judgment and appeals in misdemeanor cases, as well as preliminary hearings, pre-trial proceedings, trials, and post-trial proceedings. Each Subcontract Attorney providing services through Contractor pursuant to this agreement shall devote to the performance of his/her services all the time reasonably necessary for the diligent fulfillment of the duties of legal counsel as prescribed by law and this agreement. These duties will include, but are not limited to, reviewing all discovery and other relevant materials and conducting a preliminary interview with the Client after appointment by the Court and before the Client's subsequent court appearances.

D. Assignment of Cases

1. Contractor shall ensure that the Subcontract Attorneys are available for all applicable court calendars. A Subcontract Attorney, who has been appointed to represent a particular Client, shall represent that Client in all matters related to that appointment, unless relieved of the appointment by the Court.
2. Contractor and any Subcontract Attorney providing services through Contractor pursuant to this agreement shall provide complete defense services in each case to which the attorneys are appointed during the term of this agreement. Contractor shall ensure that representation of all clients and cases appointed under this agreement are satisfactorily completed. Contractor is responsible for payment of any compensation due any Subcontract Attorneys appointed pursuant to the terms of this agreement. The provisions of this subsection shall survive the termination of this agreement.

E. Minimum Qualifications of Contractor and Subcontract Attorneys

Contractor and any Subcontract Attorney providing services through Contractor pursuant to this agreement must be currently licensed and in good standing with the California State Bar. Contractor and any Subcontract Attorney providing services through Contractor pursuant to this agreement, must meet all constitutional, statutory, court rule, and case law requirements for legal counsel. Contractor must assign special circumstances murder cases only to Subcontract Attorneys qualified to defend a Client in such a case. The County retains the right to review the qualifications of any Subcontract Attorney or proposed Subcontract Attorney and the County retains sole discretion to reject or preclude any Subcontract Attorney from providing services pursuant to this agreement.

F. Other Areas of Law Practice

Contractor and any Subcontract Attorney providing services through Contractor pursuant to this agreement is permitted to engage in the private practice of law during the term of this agreement provided that such private practice of law does not interfere with the performance of the duties and responsibilities imposed by this agreement. Neither Contractor nor any of the Subcontract Attorneys providing services through Contractor pursuant to this agreement shall represent, advise, or maintain an attorney-client relationship with any organization of peace officers, the membership of which consists in whole or in part of peace officers who are employed by a public entity within Shasta County, or who are employed by the State of California and work within Shasta County.

G. Contractor to Remain Conflict Free

Contractor shall make every reasonable effort to assign cases in such a way as to avoid any legal conflict of interest between Contractor, Contractor's employees, and the Subcontract Attorneys, or between any of the Subcontract Attorneys. Contractor and any Subcontract Attorney providing services through Contractor pursuant to this agreement shall not decline a Court appointment in any case, except for a legal conflict of interest or other lawful grounds. If there is a determination by the Court, that as a matter of law, Contractor and any Subcontract Attorney providing services through Contractor pursuant to this agreement may not represent an otherwise eligible individual(s) because of a legal conflict of interest or, in the case of multiple parties, that only one of the Subcontract Attorneys may participate in the case, because of a legal conflict of interest, then Contractor shall retain and compensate, at Contractor's expense, an outside independent attorney(s) to represent the individual(s), provided that any such independent attorney meets the criteria required of all Subcontract Attorneys as set forth in this agreement. Contractor shall not personally represent a Client in any matter where a Subcontract Attorney is representing another Client in the same or a related matter. Each Subcontract Attorney providing services through Contractor pursuant to this agreement shall be an independent contractor so that each Subcontract Attorney may legally represent a Client in a case of multiple parties at the same time Contractor and other Subcontract Attorneys may represent other parties without resulting in or the creation of any conflicts of interest.

H. Death Penalty Cases

When special circumstances are alleged in a murder case, until formal written notification is received from the Shasta County District Attorney (or other counsel acting as the prosecutor in a case), that the death penalty will be sought, Contractor shall, through a Subcontract Attorney, provide legal services as provided in this agreement. Upon a determination by the District Attorney that the death penalty will be sought, Contractor's obligation to provide legal representation pursuant to this agreement will cease.

I. Appeals and Changes of Venue

1. If Contractor or a Subcontract Attorney providing services through Contractor pursuant to this agreement believes in his or her professional opinion that an appeal is warranted, then that attorney shall file a Notice of Appeal. Generally, Contractor is not required pursuant to this agreement to perform other services in pursuing and adjudicating appeals in the appellate courts. However, Contractor and Subcontract Attorneys providing services through Contractor pursuant to this agreement shall be required to pursue and adjudicate appeals and/or writs to the appellate department of the Court; pre-sentence writs to an appellate court, or any

other applicable department or division of the Court; and applications for extraordinary writs in all cases. Contractor shall be required to perform services, through the Subcontract Attorneys, in any court in the State of California to which a Client's case is transferred on a motion for change of venue.

2. County shall reimburse Contractor and Subcontract Attorneys for food and lodging, mileage, and airfare expenses when Contractor or a Subcontract Attorney is required to appear in a case outside of Shasta County because of a change of venue. Reimbursement shall be at the levels prescribed in the Travel Rates and Guidelines, **Attachment A**, attached hereto and incorporated herein. All air travel requires pre-approval by the County's Contract Administrator. Furthermore, if there are any other expenses incurred as a result of a change of venue, Contractor and Subcontract Attorneys providing services through Contractor pursuant to this agreement shall obtain pre-approval from the County's Contract Administrator. Any other out-of-county travel expenses are the sole responsibility of Contractor or the Subcontract Attorney(s) providing services through Contractor pursuant to this agreement.

J. Representation for Retrials

Contractor shall provide legal representation in any subsequent proceedings for a Client previously represented by Contractor or a Subcontract Attorney and for whom the case was remanded by the appellate department of the Court or a higher court, unless such representation is precluded by law.

K. Representation for AB109 Realignment Cases

Contractor, through the Subcontract Attorneys, shall provide legal representation to Clients with respect to whom the Shasta County Public Defender's Office has or could potentially have a conflict of interest, in cases involving probation, parole, and revocation hearings, which also include Mandatory Supervision or Post-Release Community Supervision violations, in regards to Assembly Bill 109, also known as 2011 Public Safety Realignment.

L. Operational Expenses

1. Contractor and any Subcontract Attorney providing services through Contractor pursuant to this agreement shall provide, at Contractor's and Subcontract Attorney's own expense, all office space, furniture, equipment, supplies, libraries, telephone and facsimile service, clerical assistance, stenographic services, utilities, maintenance, and all other costs of operation and overhead required for the competent and effective performance by Contractor and Subcontract Attorneys of the services to be provided pursuant to this agreement. Additionally, the utilization of law

clerks or paralegals and interpreters for communicating privately with Clients shall be at Contractor's and Subcontract Attorney's expense. Contractor, and any Subcontract Attorney providing services through Contractor pursuant to this agreement, shall maintain at their own expense, malpractice, workers' compensation, automobile, and comprehensive general liability insurance as required by this agreement.

2. In addition only for homicide cases, rare or complex cases, or cases with voluminous discoveries, the County, at its sole discretion, may reimburse Contractor or Subcontract Attorneys for miscellaneous items such as, but not limited to, binders, hardware for data storage, or specialized computer software, other than Microsoft Office or its component parts, if such items are required for Contractor and Subcontract Attorneys to effectively perform the services provided under this agreement and provided that consent for such reimbursement is expressly provided in advance by County's Contract Administrator in writing to Contractor.

M. Interpreter Services

Contractor and any Subcontract Attorneys providing services through Contractor pursuant to this agreement shall pay for any interpreter services (including, but not limited to, sign language interpreters) desired by Contractor, or any Subcontract Attorney, in communicating privately with any Clients. However, Contractor, and the Subcontract Attorneys, are not responsible to pay for interpreter services ordered by the Court for Court proceedings.

N. Requests for Ancillary Services

Contractor shall administer requests by Subcontract Attorneys, for ancillary services, including but not limited to, investigator services, expert witnesses, transcription, and other similar services, excluding specimen storage/handling unless the specimen is tested, prior to submitting a claim therefore to the County for payment.

O. Clients Reimbursement for Defense Services

1. Contractor and any Subcontract Attorney providing services through Contractor pursuant to this agreement shall assist the Court and/or the County in the determination of whether a Client has the financial ability to employ counsel and in determining the reasonable value of Contractor's, or a Subcontract Attorney's, services for legal representation. That assistance shall include, but will not necessarily be limited to, requiring each Client to file a financial statement under penalty of perjury within the time frame and in the format required by the Court. If it is determined by the Court (subsequent to the Court having appointed Contractor or a Subcontract Attorney to represent a particular Client) that the Client has

the financial ability to employ counsel, if relieved by the Court, Contractor or any Subcontract Attorney providing services through Contractor pursuant to this agreement thereafter shall not be required to provide services for the Client under this agreement except in a proceeding to review the determination of that issue, or unless otherwise ordered by the Court.

2. In addition, with regard to those Clients who the Court has determined are able to pay for legal services, Contractor and any Subcontract Attorney providing services through Contractor pursuant to this agreement shall provide time report and ancillary costs information to the Court for the purpose of determining the appropriate amount of attorney fees and ancillary costs the Client will be ordered to pay.

P. Availability

Contractor and any Subcontract Attorney providing services through Contractor pursuant to this agreement shall be available on a reasonable basis to meet and confer with Clients. Contractor and any Subcontract Attorney providing services through Contractor pursuant to this agreement shall maintain a telephone answering machine or answering service during those times when their office(s) is/are closed.

Q. Location of Office

Contractor's office and the offices of any Subcontract Attorney providing services through Contractor pursuant to this agreement must be located within the City of Redding city limits unless some other location is approved in writing by the County's Contract Administrator. Contractor's office shall be open to the public and to Clients for a minimum of 40 hours per week, excluding Court holidays.

R. Quarterly/Annual Caseload Report

Contractor shall submit to the County's Contract Administrator, by the 10th of the month following the end of each calendar quarter (i.e., following the months of March, June, September, and December) during the term of this agreement, a written caseload report, in Excel format, for the preceding quarter, which must follow the Quarterly/Annual Caseload Report Form, **Attachment B**, attached hereto and incorporated herein. The fourth quarter report shall also include an annual data summary of all four quarters of data, following the **Attachment B** format. The failure to provide a quarterly/annual report may entitle the County to withhold up to 25 percent from Contractor's monthly compensation until the fully-completed quarterly/annual report is received by the County.

S. Reports

As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Contractor shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Contractor shall add: "This [document or report] is one of [number] produced under this agreement."

Section 2. RESPONSIBILITIES OF COUNTY.

Pursuant to the terms and conditions of this agreement, County shall compensate Contractor as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Contractor.

Section 3. COMPENSATION.

A. Contractor shall be compensated for the services prescribed in this agreement as follows:

1. 2018: \$1,774,800 for calendar year 2018, at the rate of \$147,900 per month;
2. 2019: \$1,819,170 for calendar year 2019, at the rate of \$151,597.50 per month;
3. 2020: \$1,864,649 for calendar year 2020, at the rate of \$155,387.42 per month;
4. 2021: \$1,911,265 for calendar year 2021, at the rate of \$159,272.08 per month;
5. 2022: \$1,959,047 for calendar year 2022, at the rate of \$163,253.92 per month.

B. Expenses:

1. County shall reimburse Contractor and Subcontract Attorneys for the acquisition of goods or services, or for rentals of property or equipment, needed to investigate and provide for adequate services pursuant to this agreement. Said reimbursement shall be subject to the prior written approval of County's Executive Officer or his/her designee and shall be in

accordance with Resolution No. 2005-148 of the Shasta County Board of Supervisors, see **Attachment C**, attached hereto and incorporated herein.

2. County shall reimburse Contractor and Subcontract Attorneys as provided for in Sections 1.I [Appeals and Changes of Venue], 1.L. [Operational Expenses], and 1.N. [Requests for Ancillary Services] of this agreement.
3. For all claims submitted to County other than the Contractor's monthly payments in Section 3.A. of this agreement, all invoices submitted to County under this agreement shall include the Client's name, Court case number, attorney's name and signature, number of miles driven, and total number of hours.
4. Investigative services reimbursed under this agreement shall be at a rate of \$40 per hour.
5. Upon submission of claims from Contractor to County, the County, after approving the claim, shall pay for investigator services, expert witnesses, transcription, and other similar ancillary services for services provided under this agreement at the levels prescribed in the Travel Rates and Guidelines, **Attachment A**, attached hereto and incorporated herein and/or as otherwise stipulated in this agreement or by a Court order which should include a maximum compensation and an hourly rate. Notwithstanding, the following expenses are not reimbursable by County: alcoholic beverages, personal and other related expenses, recreational activities, in-room movies, or any expenses for family members.
6. Unless reimbursement of a specific cost or expense is otherwise expressly permitted under the terms of this agreement or by law, Contractor and Subcontract Attorneys shall not be reimbursed for any expenses without County's prior written approval, which approval is within County's sole discretion.
7. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. Contractor shall submit to County, monthly by the 15th of each month, for the prior month's services, an invoice for services rendered pursuant to this agreement and for any claimed reimbursements. All invoices and backup materials such as, but not limited to, copies of receipts to support invoices must be submitted in amounts using United States currency. Upon expiration or termination of this agreement, Contractor shall submit to County, within 15 days of expiration, or within 15 days of the effective date of termination, a final invoice for services rendered pursuant to this agreement and for any claimed

reimbursements. County shall make payment within 30 days of receipt of Contractor's correct and approved invoices.

- B. Compensation under this agreement shall be reduced by applicable contractor revenues. The term "applicable contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Contractor's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Contractor relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate. To the extent that applicable contractor revenues, accruing or received by Contractor relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate. Compensation paid or owing by County to Contractor or any or all Subcontract Attorneys shall be offset, reduced, or refunded to County, as appropriate, equal in sum to all amounts reimbursed or reimbursable to Contractor, or Subcontract Attorneys, by any third party, including but not limited to a Client's insurance carrier. The County shall not be liable for payment to Contractor, or any Subcontract Attorney, for services, costs, or expenses paid, reimbursed, or reimbursable by any such third party.
- C. Should County, or the state or federal government, disallow any amount claimed by Contractor, Contractor shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

The term of this agreement shall begin on January 1, 2018 and shall end on December 31, 2022. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT.

- A. If Contractor materially fails to perform Contractor's responsibilities under this agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor's responsibilities under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Contractor. If termination for cause is given by County to Contractor and it is later determined that Contractor

was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.

- B. County may terminate this agreement without cause on 30 days written notice to Contractor.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the County Executive Officer.
- E. Should this agreement be terminated, Contractor shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this agreement.
- F. If this agreement is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination. Should the effective date of termination of this agreement fall upon a date other than the first day of the month, Contractor's final monthly compensation shall be pro-rated based upon the number of days this agreement was in effect during the month of termination.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the annual amounts payable under this agreement may be agreed to in writing between Contractor and the County Executive Officer provided that the amendment is in substantially the same format as the County's standard format amendment contained in the *Shasta County Contracts Manual* (Administrative Policy 6-101). Notwithstanding anything to the contrary in this agreement, the County Executive Officer may approve modifications to Travel Rates and Guidelines (**Attachment A**) and/or Quarterly/Annual Caseload Report Form (**Attachment B**) provided that the amendment to modify **Attachment A** and/or **Attachment B** is in substantially the same format as the County's standard format amendment contained in the *Shasta County Contracts Manual* (Administrative Policy 6-101).

- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF CONTRACTOR.

- A. Contractor shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Contractor be eligible for any other County benefit. Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this agreement.
- B. Notwithstanding anything to the contrary in this agreement and notwithstanding any obligation of County to reimburse any expense of any Subcontract Attorney, Contractor is responsible for providing the services provided for in this agreement. Contractor shall be responsible for retaining and contracting with any Subcontract Attorney. Except as otherwise specifically provided in this agreement, no person or entity other than Contractor shall have any right to enforce any provision of this agreement, even if indirectly benefited by it.

Section 10. INDEMNIFICATION.

- A. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or by any of Contractor's subcontractors including any Subcontract Attorneys, any person employed under Contractor, or under any subcontractor including any Subcontract Attorneys, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Contractor shall also, at Contractor's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or any of Contractor's subcontractors including any Subcontract Attorneys, any person employed under Contractor, or under any Subcontractor, or in any capacity. Contractor shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Contractor's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Contractor shall also require any Subcontract Attorney(s) and shall include in any contract with a Subcontract Attorney(s), a provision whereby the Subcontract Attorney, to the fullest extent permitted by law, indemnifies and holds harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by the Subcontract Attorney or by any of Subcontract Attorney's subcontractors, any person employed under Subcontract Attorney, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. The obligations provided by this subsection are in addition to and in no way reduce, limit, or replace the obligations of Contractor set forth in subsection A. of this section.

Section 11. INSURANCE COVERAGE.

- A. Without limiting Contractor's duties of defense and indemnification, Contractor and any Subcontract Attorney providing services through Contractor pursuant to this agreement shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Contractor and any Subcontract Attorney providing services through Contractor pursuant to this agreement shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Contractor shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence. Contractor shall require that each Subcontract Attorney obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Contractor shall require subcontractors, including and Subcontract Attorney to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Contractor pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor or subcontractor or

Subcontract Attorney providing services through Contractor pursuant to this agreement shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Contractor or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Contractor shall provide County with an endorsement or amendment to Contractor's policy of insurance as evidence of insurance protection before the effective date of this agreement.
 - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Contractor shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as

provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Contractor shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Contractor's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Contractor or if any lawsuit is instituted concerning Contractor's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Contractor shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Contractor shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Contractor represents that Contractor is in compliance with and agrees that Contractor shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act

(Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

- D. No funds or compensation received by Contractor under this agreement shall be used by Contractor for sectarian worship, instruction, or proselytization. No funds or compensation received by Contractor under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Contractor that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor or County. Except where longer retention is required by federal or state law, Contractor shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Contractor shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Contractor shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Contractor agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Contractor agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Contractor.

Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Contractor's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to

child, family, and spousal support obligations shall constitute a default under this agreement. Contractor's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 16. LICENSES AND PERMITS.

Contractor, and Contractor's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 17. PERFORMANCE STANDARDS.

Contractor shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Contractor's work or services.

Section 18. CONFLICTS OF INTEREST.

Contractor and Contractor's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 19. NOTICES.

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: County Executive Officer
Shasta County Administrative Office
1450 Court Street, Suite 308A
Redding, CA 96001-1680
Phone 530-225-5561
Fax 530-229-8238

If to Contractor: Aaron Williams
1714 West Street, Suite C
Redding, CA 96001
Phone 530-241-6991
Fax 530-241-6905

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

Section 20. AGREEMENT PREPARATION.

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

Contractor shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Contractor to disclose financial interests and to recuse from influencing any County decision which may affect Contractor's financial interests. If required by the County's Conflict of Interest Code, Contractor shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 22. PROPERTY TAXES.

Contractor represents and warrants that Contractor, on the date of execution of this agreement, (1) has paid all property taxes for which Contractor is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Contractor shall make timely payment of all property taxes at all times during the term of this agreement.

Section 23. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 24. COUNTY'S RIGHT OF SETOFF.

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Contractor or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Contractor or its subsidiaries.

Section 25. CONFIDENTIALITY.

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 26. USE OF COUNTY PROPERTY.

Contractor shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Contractor's obligations under this agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

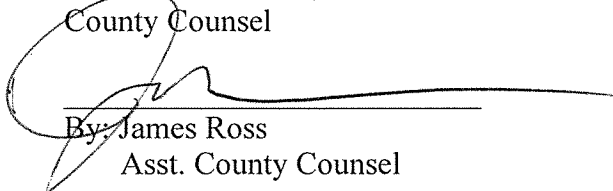
David A. Kehoe, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

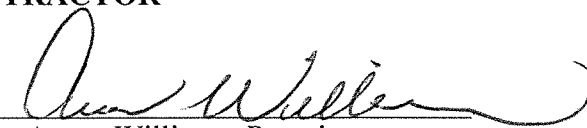
By:  _____
James Ross
Asst. County Counsel

Date: 11/27/17

RISK MANAGEMENT APPROVAL

By:  12/7/17
James Johnson, Risk Management Analyst III

CONTRACTOR

By:  _____
Aaron Williams, Proprietor
Law Office of Aaron Williams

Tax I.D.#:

TRAVEL RATES and GUIDELINES

These are maximum limits on reimbursable travel-related expenses. To be eligible for lodging and/or meal reimbursement, expenses must be incurred in excess of 25 miles from claimant's headquarters.

Lodging:

- Maximum rates are listed below.
- Receipts in US currency are required and each day of lodging claimed must be listed separately on the pre-printed bill head with a zero balance shown. The hotel express check-out or receipt from a third-party provider for lodging booked via the Internet does not represent a valid receipt.

In-state: Actual lodging cost per night, not to exceed the following rates supported by a zero balance receipt:

City and County of San Francisco	\$150
Alameda, San Mateo, Santa Clara Counties	\$140
Monterey and San Diego Counties	\$125
Los Angeles, Orange, and Ventura Counties	\$120

For all other California counties the maximum reimbursement rate is \$110 per night.

Out-of-state: Costs for investigators, expert witnesses, and other ancillary expenses are reimbursable provided the Subcontracted Attorney has authorized the expense prior to it being incurred.

Meals:

Actual costs are reimbursable with original receipts in US currency **or** up to the limits stated below for continuous travel of more than 24 hours:

Breakfast:	Up to \$7
Lunch:	Up to \$11
Dinner:	Up to \$23

- Travel begins at or before 7 a.m. – Breakfast may be claimed.
- Travel ends at or after 2 p.m. – Lunch may be claimed.
- Travel ends at or after 7 p.m. – Dinner may be claimed.

Transportation:

- The actual cost of tickets for air, rail, bus, rental car, or other forms of public transportation is reimbursable. The lowest cost ticket available must be purchased.
- Receipts in US currency are required for rental cars and air travel.
- The actual costs of cab fare, public parking, and tolls are reimbursable. Receipts in US currency are required for all expense reimbursement.
- Personal vehicle mileage is reimbursable at the current federal mileage reimbursement rate.

Pursuant to
Quarterly Reports
Received from
[Contractor Name]

Total [Enter Calendar Year]

Beg. Client Number Balance
Number of Clients Appointed
End Client Number Balance

Beg. Case Balance
Cases Appointed
Cases Closed

Dismissed
Relieved
Pleas
Trials
Other*

Calendar Year Total:

Contractor Printed Name:

Date:

Contractor's Signature:

		Contractor's Signature:										Date:									
Adult Felony																					
Adult Misdemeanor																					
Adult Violation Probation																					
Juvenile Felony																					
Juvenile Misdemeanor																					
Witnesses																					
Guardianship/Conservatorship																					
Dependency																					
Subtotal:																					
Order to Show Cause																					
Homicide																					
Writ of Habeas Corpus																					
Adoption																					
Subtotal:																					
Grand Total																					

RESOLUTION NO. 2005- 148

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
ADOPTING PROCEDURES FOR ACQUIRING GOODS
AND SERVICES AND PROCESSING CLAIMS
RELATED TO THE INVESTIGATIVE, PROSECUTORIAL, AND
DEFENSE FUNCTIONS OF THE SHASTA COUNTY SHERIFF,
DISTRICT ATTORNEY, AND PUBLIC DEFENDER**

WHEREAS, prior to September 1, 2005, County policy, as contained in Administrative Policy 6-101, *The Contracts Manual*, excluded from its coverage the acquisition of goods or services by the Sheriff, District Attorney, and Public Defender with regard to their investigative, prosecutorial, and defense functions; and

WHEREAS, the September 1, 2005, amendment to *The Contracts Manual*, which authorizes the Sheriff, District Attorney and Public Defender to acquire goods and services does not provide sufficient authority to those department heads to process those claims without Board approval.

WHEREAS, it is frequently necessary for the Sheriff, District Attorney, and Public Defender to obtain, on short notice or due to exigent circumstances, goods or services that are necessary to investigate suspected crimes or to prosecute or defend persons accused of crimes; and

WHEREAS, specific procedures should be established for the prompt acquisition of goods and services needed for the investigative, prosecutorial, and defense functions of the Sheriff, District Attorney, and Public Defender.

NOW THEREFORE, BE IT RESOLVED that:

1. The Auditor/Controller may allow claims for the acquisition of goods or services, or for rentals of property or equipment, needed for the investigation, prosecution or defense functions of the Shasta County Sheriff, District Attorney, and Public Defender, and, if authorized by the County Administrative Officer or his or her designee, by the contract alternate Public Defender (hereafter jointly referred to as "Public Defender"), pursuant to this resolution.
2. The Shasta County Sheriff, District Attorney, and Public Defender, and, if designated by such department head, his or her assistant or deputy department head, may execute personal services agreements, related to his or her investigation, prosecution, or defense functions, in any format and in any necessary amount, as long as that department's budget is sufficient to cover the costs. When there is not sufficient time to process a personal services agreement, the department head or his or her designee may use a claim and invoice to obtain payment for the service. Such expenditures may include, but are not limited to, expert and percipient witness fees and expenses, interpreter fees and expenses, laboratory fees and transcription fees.

3. The Sheriff, District Attorney, and Public Defender may purchase goods or equipment needed for the investigation of crimes or for the prosecution or defense of persons charged with crimes, upon submission to the Auditor/Controller of a claim and invoice, and without the need for a purchase order. However, any fixed asset shall be accounted for in compliance with the County's fixed asset reporting procedures.
4. The Sheriff, District Attorney, and Public Defender may sign short-term rental agreements, in any format, for real property, equipment, or other items needed for the investigation of crimes or for the prosecution or defense of persons charged with crimes.
5. Whenever the Sheriff, District Attorney, or Public Defender determines that an invoice should not be forwarded to the Auditor/Controller because it would reveal confidential information, such as the identity of a confidential informant or a protected witness, or would reveal information related to undercover activities, the Sheriff, District Attorney, or Public Defender may indicate on the claim that documentation supporting the need for the expenditure is on file in the department. That documentation must be maintained by the department in accordance with the State Controller's guidelines.
6. "Investigation" as used in this resolution includes the investigation of crimes or suspected or threatened criminal activities.
7. This delegated authority is limited to those expenditures directly related to investigative, prosecutorial, or defense functions. All other expenditures shall be subject to the provisions of Administrative Policy 6-101.

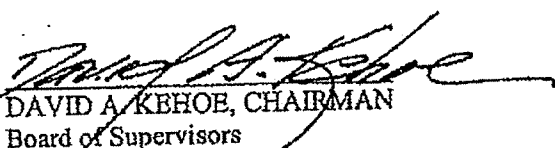
DULY PASSED AND ADOPTED November 8th, 2005, by the Board of Supervisors of the County of Shasta, by the following vote:

YES:	<u>Supervisors</u> Hawes, Hartman, Clarke, Kehoe, and Cibula
NOES:	_____
ABSENT:	_____
ABSTAIN:	_____
RECUSE:	_____

ATTEST:

H. DOUGLAS LATIMER
Clerk of the Board of Supervisors

By: Elaine Grosman
Deputy


DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California