

**AGREEMENT BETWEEN THE COUNTY OF SISKIYOU COUNTY AND
RYAN MANNIX, ESQ. FOR
CONFLICT INDIGENT DEFENSE SERVICES**

This Agreement ("Agreement") is made and entered into this day of July, 2017, by and between Ryan Mannix, Esq., a California licensed attorney ("Attorney") and the County of Siskiyou ("County").

WHEREAS, persons charged with commission of a crime have a constitutional right to be represented by competent defense counsel; and

WHEREAS, California Penal Code Section 987 provides that if a defendant is unable to employ counsel, the court shall assign counsel to defend him or her; and

WHEREAS, Section 987.2(a)(3) of the Penal Code provides that in a case where the court finds that because of a conflict of interest or other reasons, the Public Defender has properly refused to represent a defendant in a criminal trial, proceeding or appeal, the court shall assign other counsel to represent the defendant; and

WHEREAS, Section 987.2(b) of the Penal Code provides that counsel assigned pursuant to Penal Code Section 987.2(a) shall receive a reasonable sum for compensation and for necessary expenses, the amount of which shall be determined by the court, to be paid out of the general fund of the County; and the sum provided for in subdivision (a) may be determined by contract between the court and one or more responsible attorneys after consultation with the Board of Supervisors as to the total amount of compensation and expenses to be paid, which shall be within the amount of funds allocated by the Board of Supervisors for the cost of assigned counsel in those cases; and

WHEREAS the County has authority to enter into a contract for legal services pursuant to Government Code §31000; and

WHEREAS the County has determined to provide defense counsel to indigent defendants whom the Public Defender has properly refused to represent by contracting for a set fee with a qualified attorney who has agreed to accept the assigned conflict indigent defense cases and who will also assign cases to the Siskiyou County Superior Court approved conflict indigent defense panel (the "Conflict Indigent Defense Panel") as set forth in Exhibit "A" attached hereto; and

WHEREAS, Attorney is willing, competent and available to provide the legal services required of Attorney by this Agreement, and has competently provided similar services to indigent criminal defendants for at least the past three years; and

WHEREAS the appellate court in *Phillips v. Seeley* (1974) 43 Cal. App. 3d 104 held that the judicial act of assigning an attorney to represent an indigent defendant with knowledge of the compensation contract between the Board of Supervisors and that attorney constitutes judicial approval and ratification of the contract and recognition that the contract provides reasonable compensation to the attorney;

NOW, THEREFORE, in recognition of the above facts, the County and Attorney agree as follows:

I. SERVICES TO BE PROVIDED BY ATTORNEY

A. Attorney shall provide competent legal services in the defense of indigent defendants charged with one or more misdemeanors (including appeals), noncapital felonies, juvenile offenses, and related criminal proceedings, and any collateral civil proceedings related thereto in which statutes and case law require indigent representation at County expense, in the courts located in Siskiyou County, in those cases in which the Public Defender has properly declared a conflict of interest, as assigned to Attorney by the Siskiyou County Superior Court (hereafter "Court").

All legal services required of Attorney by this Agreement shall be provided in a manner fully consistent with all applicable laws regarding the provision of competent legal defense and with the Rules of Professional Conduct and other statutes, regulations, and rules of practice applicable to members of the State Bar of California.

B. In providing the legal services required by this Agreement, Attorney will provide, at his or her own expense, all appropriate office and legal staff as necessary to provide competent legal services in the cases covered by this Agreement. This staff may consist of such attorneys, paralegals, clerks, and any and all secretarial services, as are necessary to fully discharge in a professional manner all obligations herein assumed by Attorney. Attorney represents and warrants that at all times his personnel shall be competent and that all services rendered will be sufficient to meet all constitutional requirements relating to legal services. County expects that Attorney or Conflict Indigent Defense Panel attorneys will provide the legal services required under this Agreement.

C. In providing the legal services required by this Agreement, Attorney will bear at his or her sole expense all normal office costs, such as and including telephone, copy expenses, computerized legal research, in-state travel, malpractice and other insurance, etc.

D. Attorney and attorneys listed in Exhibit A may utilize up to 8 hours of investigative services without prior written authorization from the Court. The Attorney and attorneys listed in Exhibit A shall apply to the Court for the provision of ancillary services including but not limited to experts, investigators (beyond the initial 8 hours), testing services, transcripts, etc.

E. Attorney shall provide four different levels of indigent conflict defense counsel services in addition to the Public Defender. "Four different levels" meaning Attorney

shall provide up to four separate attorneys listed in Exhibit A to be available to cover all the possible conflicts that may and could arise in any given case.

F. Attorney is required and shall submit to the County Administrator not later than thirty days (30) following the end of each calendar quarter (i.e., following the months of September, December, March and June,) during the term of the Agreement, a written caseload report for the preceding quarter, which must include: (1) a case count (i.e., cases appointed during the quarter, number of conflict cases appointed during the quarter that exceed the “level four” provision set forth in Section I (E) above); (2) caseload types (i.e., felony, misdemeanor, violation of probation, violation of Mandatory Supervision, order to show cause, etc.); (3) a signed certification statement and date. The failure to provide a quarterly report may entitle the County to withhold up to 25% from the Attorney’s monthly compensation until the quarterly report is received and approved by the County.

II. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. Compensation- Cases Within the Contract. For the services described in Section I for the first 300 cases appointed in the fiscal year Attorney shall be paid in an amount not to exceed **two-hundred fifty-four thousand, one hundred dollars and no/ cents (\$254,100.00)** per fiscal year, paid in equal monthly installments in an amount not to exceed **twenty-one thousand, one hundred and seventy-five dollars and no/cents (\$21,175.00)**. For cases in excess of the first 300 cases in the fiscal year the Attorney shall be paid **six-hundred and seventy-five dollars (\$675.00)** per case. Violation of probation cases shall not count towards the above annual case count.

B. Extraordinary and Excluded Cases. In those rare instances of an assigned indigent defense case involving unusual circumstances which demand a truly extraordinary amount of legal work, Attorney may seek a court order declaring the case to be extraordinary, in which instance Attorney’s services shall be paid at the rate of \$75 per hour for a non-homicide case, and \$100 per hour for homicide cases subject to court approval. Death penalty cases are not included in this Agreement.

C. Change in Venue. In cases to which Attorney has been assigned by the Court where the Court has ordered venue change from the County of Siskiyou, compensation for Attorney’s services and costs accrued following the court-ordered change in venue are not included in the terms of this Agreement and will be separately negotiated.

III. ASSIGNMENT AND DELEGATION

Attorney is engaged by County for his/her unique qualifications and skills. Attorney shall not subcontract, delegate or assign any of Attorney’s obligations or duties under this Agreement to be provided, in whole or in part, to any other person or entity prior to written

consent of County.

IV. INDEPENDENT CONSULTANT/LIABILITY

Attorney and all attorneys listed in Exhibit "A" are, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which he/she performs services required by terms of this Agreement. Attorney exclusively assumes responsibility for acts of his/her employees and associates, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Attorney shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for his/her own negligence and negligent acts of Attorney's employees. County shall not have the right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Attorney or Attorney's employees.

V. DISPUTES

The parties agree to meet and confer in good faith to resolve any dispute arising under this Agreement. If the parties cannot resolve such dispute through the above method, the parties may avail themselves of any and all available remedies under the law.

VI. TERM AND TERMINATION

Unless otherwise terminated in accordance with this Section, the initial term of this Agreement shall be from July 1, 2017 through June 30, 2018. This Agreement shall automatically renew from year to year thereafter unless terminated by one or both of the parties pursuant to Section VI.

Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice and specifying the date of such termination, at least five (5) business days before the effective date of such termination. Either party may terminate this Agreement for any reason by giving at least sixty (60) calendar days advance written notice to the other party of the effective date such termination. Attorney shall be entitled to payment for acceptable services rendered to and inclusive of the specified date of termination.

The termination of this Agreement does not affect the assignment of Attorney by the Court in any case, nor the continuing obligation of Attorney to represent his or her clients. The County has no ability to relieve Attorney from his or her assignment to represent any

individual defendant. Attorney and all assigned attorneys listed in Exhibit "A" shall maintain in his/her possession for at least five (5) years following completion of the cases all files and records related the case.

VII. APPLICABLE LAWS

In the performance of the services required by this Agreement, Attorney shall comply with all applicable Federal, State, or County statutes, ordinances, regulations, directives, and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed in Siskiyou County, California.

VIII. COUNTY ADMINISTRATOR AND NOTICES

The administrator of this Agreement for the County is the County Administrator. All notices shall be deemed to have been given when made in writing and delivered or mailed to County and Attorney at their respective addresses as follows:

ATTORNEY
Ryan Mannix
500 Fourth Street
Yreka, CA 96097

COUNTY:
County Administrator
Siskiyou County
1312 Fairlane Rd
Yreka, CA 96097

IX. ATTORNEY QUALIFICATIONS

Attorney agrees that he or she shall not accept appointments to matters for which he or she is not qualified. Attorney and all persons who perform services for or through Attorney shall exercise the care and judgment consistent with all applicable professional standards in the performance of the services required by this Agreement. In some cases, Attorney may not be available to represent a defendant in an assigned case because such representation would violate the Canons of Professional Ethics, and in such event, Attorney will notify the Court of the conflict and will request that the Court alter the assignment of Attorney.

X. INDEMNITY

Attorney shall defend, indemnify, and hold the County harmless against and from any and all claims for damages of every name, kind and description, including attorney fees and costs incurred, brought for, or an account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Attorney's operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the

Attorney and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. Attorney's duty to indemnify and save County harmless includes the duties set forth in California Civil Code Section 2778.

XI. INSURANCE

During the term of this Agreement, Attorney shall at all times maintain, at his or her expense, professional malpractice insurance in a minimum amount of \$100,000 per claim and \$300,000 per occurrence, or in whatever type and limit as may be established in the future by the Court for assigned counsel. Attorney shall submit proof of insurance acceptable to County at the commencement of this contract and annually thereafter.

XII. STATUS OF ATTORNEY

Attorney, and those who perform services for or through Attorney, are independent contractors, and no relationship of agency or employer-employee exists between County and Attorney or those who perform services for or through Attorney. Neither Attorney nor those who perform services for or through Attorney shall be entitled to any benefits payable to employees of County. Attorney has no right to act on behalf of County in any capacity whatsoever as an agent, or to bind County to any obligation whatsoever. County has no right to determine case assignments, nor to supervise or control the services provided by Attorney or those who perform services for or through Attorney under this Agreement. Attorney shall file a State of California Form 590 or County shall be required by law to withhold seven percent (7%) of each payment to attorney.

XIII. AMENDMENT AND WAIVER

This Agreement may be amended only by written agreement executed by County, Court and Attorney. The waiver by County or any of its officers, agents, or employees or the failure of County or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants, or conditions of this Agreement.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between County and Attorney and supersedes all prior negotiations, representations, of agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above set forth.

By _____
Attorney, Ryan Mannix, Esq.

Dated: _____

By _____
Michael N. Kobseff, Chair
Board of Supervisors for the COUNTY OF SISKIYOU,
a political subdivision of the State of California

APPROVED AS TO PROCESS AND ATTORNEYS
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SISKIYOU

By _____
Hon. William J. Davis, Presiding Judge of the
Siskiyou County Superior Court

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By _____
Deputy

APPROVE AS TO ACCOUNTING
FORM
Fund 1001 Organization 201190
Account 723000

Jennie Ebejer, Auditor Controller

APPROVED BY THE SISKIYOU COUNTY BOARD OF SUPERVISORS	
Date:	_____
Processed by:	_____
Deputy Clerk of the Board	

EXHIBIT A

Ted Bastian

Eric Bergstrom

Jeanne Bohm

Robert Boston

William Duncan

Tom Lloyd

Barbara Norman

Leslie Salem

Jennifer Shelton

Nathan Wente

Richard Young