

**CONFLICT INDIGENT DEFENSE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF SISKIYOU AND THE LAW OFFICE OF JOSEPH M.
AHART, INC.**

This Conflict Indigent Defense Professional Services Agreement (“Agreement”) is entered into between the County of Siskiyou, through its County Administrative Office, a political subdivision of the State of California (“County”), and the Law Office of Joseph M. Ahart, Inc. (“Contractor”) for the purpose of providing conflict indigent defense services (collectively, the “Parties” and individually a “Party”). The Siskiyou County Superior Court (the “Court”) is also a signatory to this Agreement for purposes of establishing approval of its terms, including approval of Contractor and Subcontracting Attorneys.

Section 1. RESPONSIBILITIES OF CONTRACTOR.

- A. Pursuant to the terms and conditions of this Agreement, the Request for Proposals (“RFP) soliciting Conflict Indigent Defense Services (attached hereto as Exhibit 3), and the Contractor’s Proposal to the RFP (“Proposal”) (attached hereto as Exhibit 4), 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. Contractor shall, at all times, have a sufficient number of Subcontract Attorneys to ensure caseloads are handled timely and appropriately.
- B. The Contractor will be required, through the Subcontract Attorneys, to 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 parties in termination of parental rights cases; (3) are charged with contempt of court; (4) who have been called to testify in Court proceedings and who need to be advised regarding self-incrimination issues; (5) have, in any other case, had legal counsel appointed by the Court, where a conflict of interest arises which would preclude the Public Defender from representing the Client; (6) are parties in conservatorship cases; (7) are parties in Care Court cases; and (8) are parties in resentencing cases.
- C. The Contractor shall be required, through the Subcontract Attorneys, to 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 will be required to 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 the Contract. 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

The Contractor will be required to ensure that the Subcontract Attorneys will be available for all applicable court calendars. A Subcontract Attorney, who has been appointed to represent a particular Client, will be required to represent that Client in all matters related to that appointment including all hearings related to those matters, unless relieved of the appointment by the Court. Contractor shall provide four different levels of indigent conflict defense counsel services in addition to the Public Defender. "Four different levels" meaning Contractor shall provide up to four separate Subcontract Attorneys to be available to cover all the possible conflicts that may and could arise in any given case.

E. Minimum Qualifications of Contractor and Subcontract Attorneys

The Contractor, and all the Subcontract Attorneys, must be currently licensed and in good standing with the California State Bar. The Contractor, and all Subcontract Attorneys, must meet all constitutional, statutory, court rule, and case law requirements for legal counsel. The Contractor must assign Extraordinary Cases only to Subcontract Attorneys qualified to defend a Client in such a case. In the event of a dispute as to the definition of "Extraordinary Cases" the Court will determine what is an extraordinary case. The Court along with the County shall retain the right to review the qualifications of any Subcontract Attorney or proposed Subcontract Attorney and the Superior Court Judge presiding over the criminal court retains sole discretion to reject or preclude any Subcontract Attorney from providing services pursuant to the Agreement.

F. Other Areas of Law Practice

The Contractor and each Subcontract Attorney will be permitted to engage in the private practice of law during the term of the Contract provided that such private practice of law does not interfere with the performance of the duties and responsibilities imposed by the Contract. Neither the Contractor nor any of the Subcontract Attorneys will be permitted under the terms of the Contract to 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 Siskiyou County, or who are employed by the State of California and work within Siskiyou County.

G. Contractor to Remain Conflict Free

The Contractor will be required to make every reasonable effort to assign cases in such a way as to avoid any legal conflict of interest between the Contractor, Contractor's employees, and the Subcontract Attorneys, or between any of the Subcontract Attorneys. The Contractor and Subcontract Attorneys will not be permitted to 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, the Contractor and all the Subcontract Attorneys may not represent (an) otherwise eligible individual(s) because of a legal conflict of interest or, in the case of multiple parties, that fewer than the required number of Subcontract Attorneys may participate in the case because of a legal conflict of interest, then the Contractor will be required to hire and pay, at the Contractor's expense, outside independent attorney(s) to represent the individual(s), and such independent attorney(s) must meet(s) the criteria required of all Subcontract Attorneys. In the event Contractor believes a case is an extraordinary case, and should be opted-out of the contract, if the County and Contractor cannot agree, the issue will be submitted to the Court to decide if the case is an extraordinary case such that it should opt-out of the contract or not. Each Subcontract Attorney will be an independent contractor so that each Subcontract Attorney may legally represent a Client in a case of multiple parties at the same time the Contractor and the other Subcontract Attorneys may represent other parties without resulting in or the creation of any conflicts of interest.

H. Murder and Death Penalty Cases

If the defendant is charged with murder (a violation of Penal Code §187) and the Public Defender cannot represent the defendant, Contractor, or a subcontractor, will provide legal services. Compensation for murder cases will be separate and in addition to the general compensation as prescribed in Exhibit 1 of this Agreement.

When special circumstances are alleged in a murder case, Contractor will not be required to provide legal services under the Agreement to the defendant, a death penalty qualified attorney will be appointed by the Court. Upon a determination by the prosecutor in the case that the death penalty will not be sought at the time of the filing the complaint, the Contractor shall handle the case as set forth in the above paragraph.

I. Appeals and Changes of Venue

1. Generally, the Contractor shall not be required under the Contract to perform services in pursuing and adjudicating appeals in the appellate courts. However, the Contractor and Subcontract Attorneys will 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. The Contractor will also 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. The County will be required to reimburse the Contractor and Subcontract Attorneys for food and lodging, mileage, and airfare expenses when the Contractor or a Subcontract Attorney is required to appear in a case outside of Siskiyou County because of a change of venue. Reimbursement will be at the levels prescribed in the Travel Rates and Guidelines, **Exhibit 2**, incorporated herein. All air travel will require pre-approval by the County. Furthermore, if there are any other expenses incurred as a result of a change of venue, the Contractor and Subcontract Attorneys will be required to obtain pre-approval from the County's Contract Administrator. Any other out-of-county travel expenses will be the sole responsibility of the Contractor or the Subcontract Attorney(s).

J. Representation for Retrials

The Contractor will be required to provide legal representation in any subsequent proceedings for a Client previously represented by the 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

The Contractor, through the Subcontract Attorneys, will be required to provide legal representation to Clients with respect to whom the Siskiyou 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. The Contractor and Subcontract Attorneys will be required to provide, at the Contractor's and Subcontract Attorney's own expense, all office space, furniture, equipment, supplies, libraries, telephone and facsimile service, clerical assistance, 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 under the Contract. Additionally, the utilization of law clerks or paralegals and interpreters for communicating privately with Clients will be at the Contractor's and Subcontract Attorney's expense. The Contractor, and all Subcontract Attorneys, will be required to provide, at the Contractor's expense, malpractice, workers' compensation, automobile, and comprehensive general liability insurance as required by the Contract.

2. In addition only for homicide cases, rare or complex cases, or cases with voluminous discovery, the County, at its sole discretion, may reimburse upon presentation of original receipts Contractor or Subcontract Attorneys for miscellaneous items such as, but not limited to, binders, hardware for data storage, or specialized computer software if such items are required for the Contractor and Subcontract Attorneys to effectively perform the services provided under the Contract and provided that consent for such reimbursement is expressly provided in advance by County's Purchasing Agent in writing to Contractor.

M. Interpreter Services

The Contractor, and the Subcontract Attorneys, will be required to pay for any interpreter services desired by the Contractor, or any Subcontract Attorney, in communicating privately with any Clients.

N. Review of Requests for Ancillary Services

To extent not covered in-house as an Operation Expense, Contractor will be required to administer requests by Subcontract Attorneys, to be made to the County, for ancillary services, including but not limited to, expert witnesses, transcription (inexpensive services available through Rev: www.rev.com), investigative services (in excess of 10 hours per defendant), and other similar services, prior to submitting a claim to the County for payment. Prior to incurring such costs, judicial approval must be obtained, and contractor may be required to use a particular service. The County will reimburse Contractor for Court approved ancillary services, who shall remit such reimbursement to the appropriate Subcontract Attorneys, for investigator services, expert witnesses, transcription, and other similar ancillary services at the levels prescribed in the Travel Rates and Guidelines, **Exhibit 2**, incorporated herein. Notwithstanding, the preceding paragraph, the following expenses are not reimbursable by County: alcoholic beverages, personal sundry and other related expenses, recreational activities, in-room movies, or any expenses for family members.

O. Availability

The Contractor and the Subcontract Attorneys will be required to be available on a reasonable basis to meet and confer with Clients during reasonable business hours when the Court is open in Siskiyou County. The Contractor and the Subcontract Attorneys shall return client phone calls, emails and any other form of client communication, such as text message or voicemail, within 24 hours of a client's communication to Contractor or Subcontractor Attorneys. The Contractor and the Subcontract Attorneys will be required to maintain a telephone answering machine or answering service during those times when their offices are closed.

P. Location of Office

The offices of the Contractor and the Subcontract Attorneys must be located within the City of Yreka, unless some other location is approved in writing by the County's Contract Administrator and the Court. The Contractor's office must be kept open to the public and to Clients during reasonable business hours when the Court is open in Siskiyou County, excluding Court holidays and, for sole practitioners, scheduled vacations. The Contractor is required to have at least one fulltime staff person who is not the Contractor to answer the office phones and return calls from clients and the Court during office business hours.

Q. Quarterly Caseload Report

The Contractor will be required to 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 the Contract, a written caseload report for the preceding quarter, which must include: (1) a case count (i.e., beginning case balance, cases appointed during the quarter, cases closed during the quarter, and end case balance); (2) disposition of closed cases (i.e., dismissed, relieved, pleas, trials, and other dispositions); (3) caseload types (i.e., felony, misdemeanor, violation of probation, violation of parole, violation of Mandatory Supervision, violation of Post-Release Community Supervision, writ of habeas corpus, order to show cause, etc.); and a signed certification statement and date. The failure to provide a quarterly report may entitle the County to withhold up to 25 percent from the Contractor's monthly compensation until the quarterly report is received and approved by the County.

R. Reports

Upon request by the Siskiyou County Superior Court, Contractor shall provide the Court with a list of active cases, including case number and name of attorney assigned.

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 paid for the services described in this Agreement according to the terms of **Exhibit 1**, Fees, incorporated herein.
- B. Upon presentation of original receipts, County shall reimburse Contractor and Subcontract Attorneys for the acquisition of County authorized 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 CAO or his/her designee.
- C. County shall reimburse Contractor and Subcontract Attorneys as provided for in Sections I (1) [Appeals and Changes of Venue], L (1) [Operational Expenses], and N(1) [Review of Requests for Ancillary Services] of this Agreement.
- D. Investigative services reimbursed under this Agreement shall be at a rate approved by the County and prior judicial approval shall be received before incurring in excess of ten (10) hours of service per client.
- E. Contractor and Subcontractors Attorneys shall be reimbursed for travel, when necessary, in accordance with the Travel Rates and Guidelines, see **Exhibit 2**, incorporated herein.
- F. 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 and the Court's prior written approval, which approval shall be subject to the County and the Court's sole discretion. If the Parties disagree regarding reimbursement, the ultimate decision shall be that of the Court.
- G. 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, original 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 thirty (30) days reimburse County, or the state or federal government, as directed by County, for such disallowed cost.
- D. Documents shall be submitted to the County Administrator at countyadmin@co.siskiyou.ca.us or mailed to 1312 Fairlane Road, Suite 1, Yreka CA 96097. The County Administrator will also serve as point of contact for the County for any communications related to this contract.

Section 5. TERM OF AGREEMENT.

The term of this Agreement shall begin on the date of final signature and shall end on June 30, 2027. The Parties shall have the option to renew this Agreement twice for the term of one year in writing upon mutually negotiated terms unless otherwise terminated in accordance with Section 6 of this contract. 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 CAO.
- 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.

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, including exhibits to it and any other document expressly incorporated by reference, and no others.
- B. No changes, amendments, or alterations to this Agreement shall be effective unless in writing and signed by both Parties.
- C. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this Agreement (Attachment D) 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 and the Court. The waiver by County and/or the Court 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.

Contractor and any of Contractor's Subcontract Attorneys, contractors or subcontractors 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 all other appropriate forms for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

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/or 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, any person employed under Contractor, 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. 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, 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 shall be required to 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 (\$1,000,000) One Million Dollars per occurrence; such insurance shall be primary as to any other insurance maintained by County. Contractor shall ensure any Subcontractor fulfills this duty by including in any contract with a Subcontract Attorney(s) a provision imposing this requirement.
- B. Contractor and any Subcontract Attorney(s) shall be required to obtain and maintain continuously required Workers' Compensation and Employer's

Liability Insurance to cover Contractor, and Subcontract Attorney, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and subcontractor'(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 Subcontract Attorney. 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. Contractor shall ensure any Subcontractor fulfills this duty by including in any contract with a Subcontract Attorney(s) a provision imposing this requirement.

- 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 Subcontractor Attorney 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 ensure any Subcontractor fulfills this duty by including in any contract with a Subcontract Attorney(s) a provision imposing this requirement.
- D. Contractor shall require Subcontractor Attorney(s) 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 Attorney(s) 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 Attorney(s) 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) required by this Agreement of Contractor and any Subcontract Attorney 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 required by this Agreement of Contractor and any Subcontract Attorney 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 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 the 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 venue in Siskiyou 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. 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. As permitted under law, 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.
- D. The County point of contact for communications regarding this contract shall be the Siskiyou County Administrator. Available by email at countyadmin@co.siskiyou.ca.us, by phone at (530) 842-8005, or at 1312 Fairlane Road, Suite 1, Yreka, CA 96097.
- E. Upon request by the Siskiyou County Superior Court, Contractor shall provide the Court with a list of active cases, including case number and name of attorney assigned.

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 subcontractors, 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 Siskiyou, 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 in compliance with the California Rule of Professional Conduct and Business and Professions Code sections 6000, et seq.

Section 18. CONFLICTS OF INTEREST.

Contractor and Contractor's subcontractors, 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 Purchasing Agent/CAO
Angela Davis, CAO of Siskiyou County
1312 Fairlane Road, Suite 1
Yreka CA 96097

If to Contractor: Law Office of Joseph M. Ahart, Inc.
C/O Joseph Ahart
P.O. Box 992171 Redding, California 96099

- 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 Purchasing Agent.

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. 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 23. 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 24. 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.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County, Court 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 SISKIYOU

Date: _____

Michael N. Kobseff, Chair
Board of Supervisors
County of Siskiyou State
of California

ATTEST: LAURA BYNUM
Clerk of the Board of Supervisors

By: _____
Laura Bynum, County Clerk

CONTRACTOR: LAW OFFICE OF JOSEPH M. AHART

Date: _____

Joseph M. Ahart, President of the Law Office of
Joseph M. Ahart, Inc.

Date: _____

Joseph M. Ahart, Director of the Law Office of Joseph
M. Ahart, Inc.

License No.: California State Bar No. 238700

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

Date: _____

By: _____
Hon. JoAnn M. Bicego, Presiding Judge of the
Siskiyou County Superior Court

TAXPAYER I.D.: on file

ACCOUNTING:

<u>Fund</u>	<u>Organization</u>	<u>Account</u>
1001	201190	723000

At a rate of \$.01 due to unknown number of possible cases.

EXHIBIT 1

COMPENSATION

A. Excluding the services described in Section 1, Subsection H, Contractor shall be paid for the services described in this agreement according to the terms of Section 1 of this Agreement at the rate of \$77,083.33 per month from October 1, 2024 through December 31, 2026; \$80,937.50 per month from January 1, 2027 through December 31, 2028; and \$84,984.38 per month from January 1, 2029, through June 30, 2029.

B. Contractor shall be paid for the services described in Section 1, Subsection H according to the following payment structure. Contractor, or the Subcontractor handling the case, shall be paid a total of \$60,000 per homicide. The fee should be paid in installments: \$15,000 at initial appearance, \$15,000 at filing of the information, \$5,000 after selection of the jury, \$25,000 after a verdict (or mistrial). If there is a mistrial and the case is retried, Contractor, or the Subcontractor handling the case will be compensated \$5,000 after selection of the subsequent jury, and an additional \$25,000 after verdict (or mistrial) for the subsequent trial.

Subcontractor will be reimbursed up to \$5,000 per trial for hotel stays and meals for days that trial is in session.

There will be no trial fees (\$5,000 + \$25,000) if the case resolves prior to trial. If the attorney substitutes into the case after the preliminary hearing, the compensation installments will adjust to the second \$15,000 installment payment being paid 30 days prior to trial rather at filing of the information.

If there is an unusual complexity to the homicide case, parties may renegotiate this fee, which will be subject to Court approval.

EXHIBIT 2

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 110 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 \$288

Alameda, San Mateo, Santa Clara Counties \$222

Monterey and San Diego Counties \$184

Los Angeles, Orange, and Ventura Counties \$183

For all other California Counties the maximum reimbursement rate is \$107 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 \$13

Lunch: Up to \$15

Dinner: Up to \$22

- Travel begins at or before 6 a.m. – Breakfast may be claimed.
- Travel ends before 11 a.m. or ends after 1 p.m. – Lunch may be claimed.
- Travel ends at or after 6 p.m. – Dinner may be claimed.

Reimbursement of meals shall not include alcoholic beverages regardless of meal type.

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.