

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SHASTA
AND THE LAW OFFICE OF AARON WILLIAMS, INC.**

This First Amendment is entered into between the county of Shasta ("County"), a political subdivision of the State of California, and the Law Office of Aaron Williams, Inc. ("Contractor").

RECITALS

WHEREAS, County and Contractor have previously entered into an agreement which commenced on September 1, 2024, for the purpose of providing indigent adult felony defense services (the "Original Agreement"); and

WHEREAS, County and Contractor desire to amend the agreement to modify the term of the agreement, compensation, and the caseloads provided for in the agreement.

NOW, THEREFORE, the agreement is amended as follows:

- I. Section 1. RESPONSIBILITIES OF CONTRACTOR, subsection B, is amended as of the effective date of this First Amendment to read as follows:

B. Caseloads

1. For the contract period of September 1, 2024, through February 28, 2025, Contractor shall, through the Subcontract Attorneys, provide legal representation for up to 117 indigent adult felony cases per month ("Clients") who are defendants in a criminal adult felony case appointed by the Shasta County Superior Court ("Court") on behalf of the Shasta County Public Defender.
2. For the period of March 1, 2025, through April 30, 2025, Contractor shall, through the Subcontract Attorneys, provide legal representation for 32 indigent adult felony cases per month ("Clients") who are defendants in a criminal adult felony case appointed by the Shasta County Superior Court ("Court") on behalf of the Shasta County Public Defender. Cases alleging the offense of murder under Penal Code § 187 are excluded from this subsection. Cases shall be received pursuant to the schedule set forth in Section I.D. of this contract.
3. For the period of May 1, 2025, through June 30, 2025, Contractor shall, through the Subcontract Attorneys, provide legal representation for 28 indigent adult felony cases per month ("Clients") who are defendants in a criminal adult felony case appointed by the Shasta County Superior Court ("Court") on behalf of the Shasta County Public Defender. Cases alleging the offense of murder under Penal Code § 187 are excluded from this subsection. Cases shall be received pursuant to the schedule set forth in Section I.D. of this contract.

4. Contractor, under separate agreement with the County, provides legal services for indigent individuals where a conflict of interest arises which would preclude the Public Defender from representing the Client. Any cases in which the Public Defender is precluded from representing the Client due to a conflict of interest shall not count towards the caseload maximums described in this section.
5. If the Public Defender's Office already represents a Client who is arraigned on a new felony matter, the Public Defender, in its sole discretion, may elect to accept representation on the new felony case. Such case shall not be counted towards the caseload maximums set forth in this section.

II. Section 1. RESPONSIBILITIES OF CONTRACTOR, subsection D, is amended as of the effective date of this First Amendment to read as follows:

D. Assignment of Cases

1. For the period of September 1, 2024, through February 28, 2025, Contractor shall ensure that the Subcontract Attorneys are available for all applicable adult felony court calendars.
2. For the period of March 1, 2025, through June 30, 2025, Contractor shall ensure that the Subcontract Attorneys are available to accept appointment on new felony matters scheduled for the 1:30 p.m. in-custody arraignment calendar for the first four Mondays (or Tuesday in the event of a Court holiday) of the month.
 - a. For the period of March 1, 2025, through April 30, 2025, contractor shall accept 8 felony cases per arraignment calendar (split between Departments 21 and 24) pursuant to this contract.
 - b. For the period of May 1, 2025, through June 30, 2025, contractor shall accept 7 felony cases per arraignment calendar (split between Departments 21 and 24) pursuant to this contract.
3. In the event the caseloads quotas set forth in Section 1.D.2 are not met on Monday (or Tuesday in the event of a Court holiday), Contractor shall ensure that the Subcontract Attorneys appear for the Department 21 and Department 24 1:30 p.m. in-custody arraignment calendar(s) on consecutive days to accept appointment on new felony matters until the caseload quotas are met.
4. Contractor and any Subcontract Attorney providing services through Contractor pursuant to this agreement shall provide complete defense services in each adult felony case to which the attorneys are appointed

during the term of this agreement. Contractor shall ensure that representation of all clients and adult felony 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.

III. Section 3. COMPENSATION, subsection A is amended as of the effective date of this First Amendment to read as follows:

A. Contractor shall be paid for the services prescribed in Section 1 of this agreement as follows:

1. For the period of September 1, 2024, through February 28, 2025, \$350,000.00 per month.
2. For the period of March 1, 2025, through April 30, 2025, \$70,000.00 per month.
3. For the period of May 1, 2025, through June 30, 2025, \$62,000.00 per month.

IV. Section 5. TERM OF AGREEMENT is amended as of the effective date of this First Amendment to read in its entirety as follows:

Section 5. TERM OF AGREEMENT

The term of this agreement shall begin September 1, 2024, and end June 30, 2025.

V. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remain in full force and effect.

VI. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Contractor.

VII. **EFFECTIVE DATE**

This First Amendment shall be deemed effective March 1, 2025.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that they have the authority to execute this First Amendment and to bind the Party on whose behalf their execution is made.

COUNTY OF SHASTA

Date: _____

KEVIN W. CRYE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

DAVID J. RICKERT
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
JOSEPH LARMOUR
County Counsel

Signed by:

Joseph Larmour

By: Joseph Larmour
County Counsel

RISK MANAGEMENT APPROVAL

Signed by:

By:

Dolyene Lane

Dolyene Lane, Risk Manager

CONTRACTOR

Date: 01/31/2025 | 9:20 AM PST

Signed by:

By:

Aaron Williams

Aaron Williams, President and Secretary
Law Office of Aaron Williams, Inc.

Tax I.D.#: On File