

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

This Sixth 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”).

R E C I T A L S

WHEREAS, County and Contractor have previously entered into an agreement which commenced on January 1, 2018 for the purpose of providing conflict indigent defense services (the “Original Agreement”); and

WHEREAS, County and Contractor amended the Agreement effective January 1, 2018, (the “First Amendment”) in order to reflect the modification of sole proprietorship to corporation status, while maintaining the same terms and conditions of the current agreement; and

WHEREAS, County and Contractor amended the Agreement effective January 3, 2018, (the “Second Amendment”) in order to provide that Contractor will provide conflict indigent defense legal services for all cases pending as of the effective date of this amendment in exchange for a payment of \$145,668.29; and

WHEREAS, County and Contractor amended the Agreement effective January 1, 2018, (the “Third Amendment”) which modified Attachment B with the new form identified as Attachment B-1 and updated the process for Contractor’s submission of the “Quarterly/Annual Caseload Report”; and

WHEREAS, County and Contractor amended the Agreement effective May 14, 2018, (the “Fourth Amendment”) which clarified Section 1.M.; compensated Contractor for “SPECIFIC” cases noted as such on future invoices; removed Attachment C "Resolution 2005-148"; add Attachment D "List of SPECIFIC Cases"; and added Attachment A-1 “Travel Rates and Guidelines”; and

WHEREAS, County and Contractor amended the Agreement effective September 1, 2021 (the “Fifth Amendment”) which modified Section 1.Q. Location of Office; adjusted Section 5 Term of Agreement which extended the end date; adjusted Section 3 Compensation to reflect the extension of the agreement; and modified Section 3.B.4. which increased compensation for investigative services; and

WHEREAS the Original Agreement, the First, Second, Third, Fourth, Fifth, and this Sixth Amendment shall collectively be referred to as the “Agreement”; and

WHEREAS, County and Contractor desire to amend the Agreement to provide that the Contractor will provide indigent defense services for up to 35 adult felony cases month for the period September 1, 2024 through February 28, 2025 with one option to extend for six-months upon mutual agreement.

NOW, THEREFORE, the Agreement is amended as follows:

- I. Subsection U is added to Section 1. RESPONSIBILITIES OF CONTRACTOR to read in its entirety as follows:

Section 1. RESPONSIBILITIES OF CONTRACTOR

- U. County and Contractor in another agreement have agreed that contractor will assume 117 adult felony cases per month on a temporary basis. As a result this amendment will insure contractor assumes 35 cases per month, the average under this contract in regardless of conflict, the additional contract will create a reduction or elimination of Public Defender conflicts. Contractor shall, in addition to the other responsibilities set forth in this agreement, provide indigent defense legal services for up to 35 adult felony indigent defense cases regardless of if the case is conflicted or not for the period September 1, 2024 through February 28, 2025, with one option to extend this provision by six-months by mutual agreement. Such services shall be provided under the same terms and conditions as apply to all other services provided for in this agreement.

II. **REAFFIRMATION**

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

III, **ENTIRE AGREEMENT**

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

IV. **EFFECTIVE DATE**

Unless otherwise provided, this Sixth Amendment shall be deemed effective as of the last date it is signed by both Parties.

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

KEVIN W. CRYE, CHAIR
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

RISK MANAGEMENT APPROVAL

Signed by:
By: Joseph Larmour
C4C207C8800F414
Joseph Larmour, County Counsel

Signed by:
By: Monica Fugitt
C455DCE895B24E4
Dolyene Lane, Risk Manager

CONTRACTOR

Date: 08/21/2024 | 7:46 PM PDT

Signed by:
By: Aaron Williams
45E20FEE2E9D4A8...
Aaron Williams, President and Secretary
The Law Office of Aaron Williams, Inc.

Tax I.D.#: On File