

C14 Approve a retroactive amendment to the agreement with the Law Office of Aaron Williams, Inc., for adult felony defense services which modifies the terms and approve a budget amendment which transfers appropriations in the amount of \$276,000 within the Public Defender Budget (BU 207).

STAFF REPORT

BOARD MEETING DATE:	March 11, 2025
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CATEGORY: Consent Calendar 14

SUBJECT: Approve a retroactive amendment to the agreement with the Law Office of Aaron Williams, Inc., for adult felony defense services which modifies the terms and approve a budget amendment which transfers appropriations in the amount of \$276,000 within the Public Defender Budget (BU 207).

DEPARTMENT: Public Defender

SUPERVISORIAL DISTRICT #: All

DEPARTMENT CONTACT: Ashley Jones, Public Defender, (530) 245-7598

STAFF REPORT APPROVED BY: Ashley Jones, Public Defender

<u>Vote Required?</u>	<u>General Fund Impact?</u>
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4/5 Vote

<u>Vote Required?</u>	<u>General Fund Impact?</u>
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No Additional General Fund Impact

RECOMMENDATION

Take the following actions: (1) Approve a retroactive amendment to the agreement with the Law Office of Aaron Williams, Inc., for adult felony defense services which decreases the caseload, modifies the compensation and extends the term; and (2) approve a budget amendment which transfers appropriations in the amount of \$276,000 from Salary & Benefits to Services and Supplies in the Public Defender Budget (BU 207).

DISCUSSION

This amendment was initially agendized on the February 25, 2025, Board of Supervisors Meeting and was rescheduled by the Board to the March 11, 2025, meeting causing the amendment to be retroactive.

In 2024, severe staffing levels and significant caseloads caused the Public Defender to enter into a temporary contract with the Law Office of Aaron Williams to take the majority of new adult felony cases appointed by the Court to the Public Defender ("Adult Felony Caseload Contract"). Under the Adult Felony Caseload Contract, the Law Office of Aaron Williams was responsible for accepting appointment on up to 117 adult felony cases per month. Additionally, the County had previously contracted with the Law Office of Aaron Williams to provide for indigent defense services where the Public Defender's Office was precluded from accepting representation due to a conflict of interest ("Conflict Defense Services Contract"). The Conflict Defense Services Contract was amended so that the Law Office of Aaron Williams would accept an additional 35 felony cases, for a total of 152 felony cases per month. The agreement provided for an optional six-month extension under the same terms and conditions.

The Shasta County Public Defender's Office has been actively working to improve office operations, enhance staff retention, and recruit qualified professionals in response to ongoing staffing challenges. To maximize efficiency, caseload assignments have been reorganized to better align with individual strengths/expertise and to improve efficiency and work quality. Additionally, there has been an expansion of responsibilities of support staff, including legal secretaries and investigators, to reduce the attorneys' non-legal workload. The Public Defender's Office has also implemented a structured, multiday training program for new Deputies to provide essential skills and support to new hires. The Public Defender's Office has increased its participation in community events, discussed internship opportunities with the local law school, participated in the Northern California public interest law career fair, and bolstered our social media presence to strengthen the office's connection to the community and attract potential recruits. CCP funds are being utilized to offer hiring bonuses to qualified candidates. Regular office meetings and trainings are being conducted to improve communication, morale, and retention within the office. Additionally, the Public Defender and the Acting Assistant

Public Defender are actively engaged in overseeing cases and maintaining regular communication with senior staff from the District Attorney's Office to resolve pending criminal cases and streamline the case management process.

Despite the efforts to improve office operations and staffing, the Public Defender's Office continues to face significant staffing challenges. Currently, there are seven pending vacancies for felony deputy positions. However, there are two attorneys pending employment with the Public Defender's Office, with anticipated start dates in late February or early March. Additionally, all supervisory positions, including three attorney supervisory positions, Chief Investigator, and Legal Secretary Supervisor have been filled. The Public Defender's Office will not be able to reach full staffing levels prior to the end of the current contract term, February 28, 2025.

This requested contract amendment will provide for a limited four-month extension of the Adult Felony Caseload Contract with modified terms, allowing the Office of the Public Defender to resume accepting most new felony cases while providing some support as the Public Defender's Office continues efforts to rebuild its capacity to handle the full felony indigent defense caseload.

Approval of this amendment and extension will allow the County to contract with the Law Office of Aaron Williams to provide legal services for 32 felony cases per month for March and April 2025; and 28 felony cases a month for May and June 2025. The amended agreement provides fixed costs for this service (as opposed to the Shasta County Superior Court appointing private attorneys at non-fixed rates and seeking reimbursement from the County). Utilizing a group of subcontract attorneys, as in the current agreement, allows for efficiencies in case processing and provides a consistent system for indigent defendants.

ALTERNATIVES

The Board could choose not to approve the amendment, request additional information, or request changes to the amendment. None of these options are encouraged as there is a Constitutional requirement for the County to provide indigent defense services to those charged with crimes. Should the Board decide not to approve the short-term amendment, the Court would be required to appoint private attorneys to represent defendants when the Public Defender's Office does not have the capacity to accept representation. If this occurs, the County will have no cost controlling measures.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the agreement as to form. Risk Management has approved the agreement. The Recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

The Fiscal Year 2024-25 Public Defender adopted budget includes appropriations which will be used to offset the cost of this short-term amendment. A net zero budget amendment is necessary to transfer \$276,000 from Salary & Benefits to Services and Supplies in the Public Defenders budget (BU 207). This transfer will cover the cost of the Adult Felony Caseload Contract and associated investigative expenses. There is no additional general fund impact.

ATTACHMENTS:

- 1: Amendment to PSA with Law Office of Aaron Williams for adult felony indigent defense services
- 2: Budget Amendment Memo

**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



**LAW OFFICES OF THE PUBLIC DEFENDER
COUNTY OF SHASTA**

Ashley J. Jones
Public Defender

January 28, 2025

Erin Bertain
Deputy County Executive Officer
Nolda Short
Auditor Controller

Re: Budget Amendment

The Public Defender requests a net zero budget amendment transferring \$276,000 from the Salaries and Benefits object level, transferring \$264,000 to the Services and Supplies, Professional Legal Services Account (034828) and \$12,000 to the Professional Investigation Services Account (034855). The amendment is necessary to fund an extension of the Adult Felony Caseload Contract with the Law Office of Aaron Williams under modified terms.

The contract extension/amendment is scheduled to be considered by the Board of Supervisors at the February 25, 2025 meeting.

Sincerely,

A handwritten signature in black ink, appearing to be "Ashley Jones", is written over a horizontal line.

Ashley Jones
Shasta County Public Defender

County of Shasta Budget Amendment Worksheet

PUBLIC DEFENDER

DEPARTMENT NAME

APPROPRIATIONS
INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
20700	011000	Regular Salaries	2,658,720	2,598,720	(60,000)
20700	018100	Emp Share FICA	213,040	202,840	(10,200)
20700	018201	Emp Share Ret	980,000	873,000	(107,000)
20700	018205	EMP Share 401	84,548	60,748	(23,800)
20700	018300	EMP Share HI	657,416	582,416	(75,000)
20700	034855	Prof Investigaton SVS	219,000	231,000	12,000
20700	034828	Prof Leg SVS	2,100,000	2,364,000	264,000
TOTAL					-