

AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain “Contract for Conflict Indigent Criminal Defense Services” (hereafter “Agreement”) approved March 8, 2022, by and between the COUNTY and CONTRACTOR as described below. This Amendment shall become effective July 1, 2025.

The second paragraph of Section 8(b) of the Agreement (“Reports and Inspections”) is hereby deleted and replaced with the following language:

“The caseload reports will include at least the following information:

- For each case appointment:
 - o Case Number (generated by the Court)
 - o Charges Filed
 - o Sentencing Exposure
 - o Date Assigned
 - o Date of First Contact with Client
 - o Date of Case Conclusion or Disposition
 - o Primary Attorney Assigned
 - o All Attorney hours spent per case
 - o Case Disposition
 - o Attorney Comments
 - o Jury Trial (Yes/No)”

Section 11 of the Agreement is hereby deleted and replaced with the following language:

11. TRANSITION OF CONFLICT SERVICES

“The CONTRACTOR and COUNTY agree to work together in developing a plan to transition conflict indigent defense services to a sustainable and complimentary model to that of the institutional Public Defender’s Office. Options to consider include, but are not limited to, creating a County Alternate Defender’s Office, continuing to contract with a private law firm, and expanding the County’s Criminal Defense Conflicts Program to provide representation in all cases in which a conflict arises. Project milestones for the transition of conflict services are as follows:

- (a) By December 2025, develop a project charter for transition of conflict services.
- (b) By July 2026, conduct system analysis and recommend conflict services model to key stakeholders including Superior Court and Board of Supervisors.

(c) By December 2026, present case transition plan from CONTRACTOR to new conflict services model to Superior Court and Board of Supervisors, for implementation on July 1, 2027.”

Section 12 of the Agreement is hereby deleted and replaced with the following language:

12. COMPENSATION

“In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$2,106,000 in Fiscal Year (FY) 2022-23, \$2,161,150 in FY 2023-24, \$2,217,678 in FY 2024-25, \$2,397,560 in FY 2025-26, and \$2,469,487 in FY 2026-27, processed after receipt and project manager approval of monthly invoices based upon the schedule specified in Appendix A. Invoices shall be submitted monthly and shall include hours spent by the assigned attorneys on the assigned cases per month.

If services in addition to those called for by this Contract are required because of unexpected increases in annual caseload(s), the COUNTY shall provide supplemental funding to the CONTRACTOR at a rate to be negotiated which is commensurate with the rate paid under this Contract and the actual cost to the CONTRACTOR of providing the extra service.

If the number of cases assigned falls below the agreed caseload and variance, the COUNTY will remain liable for the full rate agreed unless it has complied with the provisions in Section 13 (Requests for Contract Modifications).”

Section 14 of the Agreement is hereby deleted and replaced with the following language:

14. TERM

“The term of this Contract shall be: July 1, 2022 through June 30, 2027.”

Appendix A of the Agreement is hereby deleted and replaced with the following language:

APPENDIX A

Compensation Schedule

	Base Amount	Monthly Base Payment	Client Support Fund
FY 2022-23	\$2,106,000	\$175,500	\$100,000
FY 2023-24	\$2,161,150	\$180,096	\$100,000
FY 2024-25	\$2,217,678	\$184,807	\$100,000
FY 2025-26	\$2,397,560	\$199,796	\$0
FY 2026-27	\$2,469,487	\$205,790	\$0

All other provisions of said Agreement shall remain the same.

Dated: _____, 2025

4. COUNTY OF SANTA CRUZ

By: _____
County Executive Officer

2. CONTRACTOR

Signed by:
By: Mitchell Page
777577C87ADE410...
Address: 605 Center St.
Santa Cruz
Calif.
831 4299966
Telephone: _____

3. Approved as to insurance:

Signed by:
Gina Borasi
E4EADC5BA53B4DB...
Risk Management

1. APPROVED AS TO FORM:

Signed by:
Jason M. Heath
AF757CF913B5418...
Office of the County Counsel



CONTRACT FOR CONFLICT INDIGENT CRIMINAL DEFENSE SERVICES

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Page & Dudley, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES

CONTRACTOR agrees to exercise special skill to accomplish the following results: provide effective representation of indigent persons accused of crimes in cases where the Santa Cruz County Public Defender (Public Defender) has determined that the Santa Cruz County Public Defender's Office (Public Defender's Office) has a conflict of interest (hereinafter "the project").

The following are the underlying bases for the Contract:

- (a) The COUNTY has a constitutionally mandated responsibility to provide indigent criminal defense services, as specifically defined in Government Code Section 27706 et seq.
- (b) The COUNTY desires to have such services performed for eligible persons entitled to public representation in Santa Cruz County by the CONTRACTOR, as authorized by law, in cases where the Public Defender's Office has a conflict of interest.
- (c) The CONTRACTOR agrees to provide, and the COUNTY agrees to pay for, effective, zealous representation of its clients as required by the controlling laws and rules governing Professional Responsibility.
- (d) The COUNTY and the CONTRACTOR agree that any and all funds provided pursuant to this Contract are provided for the sole purpose of provision of legal services to eligible clients of the CONTRACTOR.

2. DEFINITIONS

The following definitions control the interpretation of this Contract:

- (a) **Eligible client:** A defendant, parent, juvenile, or person who is facing civil commitment, or any other person who has been determined by a finding by the Court to be entitled to a court-appointed attorney, where the Public Defender determines that the Public Defender's Office cannot represent them because of a current conflict of interest.
- (b) **Case; Case Completion:** A Case shall mean representation of one person on one charging document. In the event of multiple counts stemming from separate transactions, additional case credit will be recognized. Completion of a case is deemed to occur when all necessary legal action has been taken during the following period(s): In criminal cases, from arraignment through disposition and, as appropriate, filing of a timely Notice of Appeal, from arraignment through the necessary withdrawal of counsel after the substantial delivery of legal services, including providing new counsel with the client's file if requested, or from the entry of counsel into the case (where entry into the case occurs after arraignment through no fault of the CONTRACTOR) through disposition and, as appropriate, filing of a timely Notice of Appeal, or necessary withdrawal after the substantial delivery of legal services. In juvenile cases, from appointment by the court (typically at or prior to the detention hearing), through disposition and, as appropriate, filing of a timely Notice of Appeal, or from appointment by the court through the necessary withdrawal of counsel after the substantial delivery of legal services, including providing new counsel with the client's file if requested. In all other cases, from appointment by the court through

resolution of the case, including through final judgment or necessary withdrawal of counsel and, as appropriate, filing of a timely Notice of Appeal or providing new counsel with the client's file if requested.

(c) **Disposition**: Disposition in criminal cases shall mean: 1) the dismissal of charges, 2) the entering of an order of deferred prosecution, 3) an order or result requiring a new trial, 4) imposition of sentence, 5) deferral of any of the above coupled with any other hearing on that case number, including but not limited to felony or misdemeanor probation review, that occurs within thirty (30) days of sentence, deferral of sentence, or the entry of an order of deferred prosecution, or 6) entry of a verdict. No hearing that occurs after thirty (30) days of any of the above will be considered part of case disposition for the purpose of this Contract except that a restitution hearing ordered at the time of original disposition, whether it is held within thirty (30) days or subsequently, shall be included in case disposition. Disposition includes the filing of a notice of appeal, if applicable. Nothing in this definition prevents the Agency from providing necessary legal services to an eligible client after disposition, but payment for such services will require a showing pursuant to the Extraordinary Expenses paragraph below. Disposition in a juvenile case shall mean: 1) the dismissal of charges, 2) a disposition reached by the court at a disposition hearing, or 3) a finding made by the court after adjudication. Disposition in all other cases shall mean that the case is no longer active because it has been adjudicated or resolved to a logical conclusion.

(d) **Representational Services**: The services for which the COUNTY is to pay the CONTRACTOR are representational services, including lawyer services and appropriate support staff services, investigation and appropriate sentencing advocacy, and legal services including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other agency and court regarding possible dispositions, and preparation for and appearance at all court proceedings. The services for which the COUNTY is to pay the CONTRACTOR do not include extraordinary expenses incurred in the representation of eligible clients. The allowance of extraordinary expenses at the cost of the COUNTY will be determined by a court of competent jurisdiction in accordance with rates authorized by the court and the Board of Supervisors.

(e) **Complex Litigation Cases**: Complex Litigation refers to: 1) all Capital homicide cases, 2) all aggravated homicide cases, 3) those felony fraud cases in which the estimated attorney hours necessary for representation exceeds one hundred seventy (170) hours, 4) cases which involve substantial scientific information resulting in motions to exclude evidence pursuant to controlling caselaw emanating from *Frye v. United States*, 293 F. 1013 (D.C. Cir. 1923), and *Daubert v. Merrell Dow*, 113 S.Ct. 2786 (1993), or similar opinions, and 5) other cases in which counsel is able to show the appropriate court in an *ex parte* proceeding that proper representation requires designation of the case as complex litigation.

(f) **Other Litigation Expenses**: Other Litigation Expenses shall mean those expenses which are not part of the Contract with the CONTRACTOR, including expert witness services, language translators, laboratory analysis, and other forensic services. It is anticipated that payment for such expenses will be reviewed by the Criminal Defense Conflicts Program Manager and, if approved, issued from separate funds reserved for that purpose. Payment for mitigation specialists in Capital cases is included in this category.

(g) **Misappropriation of Funds**: Misappropriation of funds is the appropriation of funds received pursuant to this Contract for purposes other than those sanctioned by this Contract. The term shall include the disbursement of funds for which approval is required but is not obtained.

3. CONTRACTOR'S EMPLOYEES AND EQUIPMENT

The CONTRACTOR agrees that it has secured or will secure at the CONTRACTOR'S own expense, all persons, employees, and equipment required to perform the services contemplated/required under this Contract.

4. MINIMUM QUALIFICATIONS FOR AGENCY ATTORNEYS

(a) Every CONTRACTOR attorney shall satisfy the minimum requirements for practicing law in California as determined by the State Supreme Court. Seven hours of the required continuing legal education credits for each California Bar Minimum Continuing Legal Education (MCLE) reporting period shall be spent in courses relating to criminal law practice or other areas of law in which the CONTRACTOR provides legal services to eligible clients under the terms of this Contract. Additionally, each CONTRACTOR attorney representing a juvenile in juvenile court must have completed 12 hours of continuing legal education credits dealing with juvenile representation within the past year. The CONTRACTOR will provide records of compliance with this provision upon request.

(b) Each CONTRACTOR attorney representing a defendant accused of a serious felony must have served at least two (2) years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and been trial counsel and handled a significant portion of the trial in five (5) felony cases that have been submitted to a jury.

(c) Each CONTRACTOR attorney representing a juvenile respondent in a felony shall meet the qualifications of subsection (b) above and demonstrate knowledge of the practices of the relevant juvenile court, or have served at least one year as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, assigned to the prosecution or defense of accused persons in juvenile court, or have demonstrably similar experience, and handled at least five (5) felony cases through fact finding and disposition in juvenile court.

(d) Each CONTRACTOR attorney representing a defendant accused of a non-serious felony, or involved in a probation or parole revocation hearing, must have served at least one year as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and been sole trial counsel of record in five (5) misdemeanor cases brought to final resolution, or been sole or co-trial counsel and handled a significant portion of the trial in two (2) criminal cases that have been submitted to a judge alone or of record with other trial counsel and handled a significant portion of the trial in two (2) criminal cases that have been submitted to a jury.

(e) Each CONTRACTOR attorney representing any other client assigned as a part of this Contract shall meet the requirements of subsection (b) above or work directly under the supervision of a senior, supervising attorney employed by the CONTRACTOR, who meets the requirements of subsection (b) above. Such direct supervision shall continue until the attorney has demonstrated the ability to handle cases on their own.

(f) Notwithstanding the above, each Capital case assigned to the CONTRACTOR will be staffed by 2.0 full-time equivalent (FTE) attorneys. The lead attorney shall have at least seven (7) years of criminal law experience and training or experience in the handling of Capital cases; associate counsel shall have at least five (5) years of criminal law experience. Both the lead and associate counsel shall have the minimum qualifications required for appointed trial counsel in capital cases, as specified by the California Rules of Court.

(g) Notwithstanding the above, each Complex Litigation case assigned to the CONTRACTOR other than a Capital case shall be staffed by 1.0 FTE attorney with at least seven (7) years of criminal law experience, or the equivalent of one half-time (0.5 FTE) attorney with seven (7) years of criminal law experience and one half-time (0.5 FTE) attorney with five (5) years of criminal law experience.

5. PERFORMANCE REQUIREMENTS

The CONTRACTOR agrees to provide the services and comply with the requirements of this Contract. The number of cases for which such services will be required is up to 1,300 per year.

The CONTRACTOR agrees to provide representational services in the case types listed below in subsection (d), and the CONTRACTOR agrees to staff its cases according to the following provisions:

(a) Continuity of representation at all stages of a case, sometimes referred to as “vertical” representation, promotes efficiency, thoroughness of representation, and positive attorney/client relations. The CONTRACTOR agrees to make reasonable efforts to continue the initial attorney assigned to a client throughout all cases assigned in this Contract. Nothing in this section shall prohibit the CONTRACTOR from making necessary staff changes or staff rotations at reasonable intervals, or from assigning a single attorney to handle an aspect of legal proceedings for all clients where such method of assignment is in the best interest of the eligible clients affected by such method of assignment.

(b) The CONTRACTOR agrees that an attorney will contact all clients within two (2) working days from notification of case assignment.

(c) Conflicts of interest may arise in numerous situations in the representation of indigent defendants. The CONTRACTOR agrees to screen all cases for conflict upon assignment and throughout the discovery process, and to notify promptly the COUNTY when a conflict is discovered. The CONTRACTOR will refer to the California Rules of Professional Conduct, as interpreted by the California Bar Association and /or opinions of the state judiciary, and to the American Bar Association Standards for Criminal Justice in order to determine the existence and appropriate resolution of conflicts.

(d) It is agreed that the CONTRACTOR will target average annual caseloads per full-time attorney or full-time equivalent (FTE) based on the following case standards per attorney:

- i. Felony Cases 150
- ii. Misdemeanor Cases 400
- iii. Juvenile Delinquency Cases 200
- iv. Mental Health Proceedings 200
- v. Appeals 25

These numbers assume that the attorney is assigned only cases that fit into one category. If, instead, a FTE attorney spends half of their time on felony cases and half of their time on misdemeanor cases, they would be expected to carry a targeted annual caseload of 75 felonies and 200 misdemeanors. If the same attorney works less than full-time or splits their time between Contract cases and private business, that attorney would be expected to carry a maximum caseload proportional to the portion of their professional time which they devote to Contract cases. All attorneys who split their time between Contract work and private business must report the number of cases they devote to private business to the COUNTY so that CONTRACTOR caseload levels may be accurately monitored.

It is assumed that the level of competent assistance of counsel contemplated by this Contract cannot be rendered by an attorney who carries an average annual caseload substantially above these levels. Failure on the part of the CONTRACTOR to limit its attorneys to these caseload levels is considered to be a material breach of this Contract.

Adequate support staff is critical to an attorney’s ability to render competent assistance of counsel at the caseload levels described above. The CONTRACTOR may determine the means by which support staff is provided. The use of interns or volunteers is acceptable, as long as all necessary supervision and training is provided to ensure that support services do not fall below prevailing standards

for quality of such services in this jurisdiction. The parties agree and expect that at a minimum the CONTRACTOR will provide support staff services (through employees or contracts) for its attorneys including investigative and social service supports.

It is expected that support staff will be paid at a rate commensurate with their training, experience and responsibility, at levels comparable to the compensation paid to persons doing similar work in public agencies in the jurisdiction. The Contractor may determine the means by which support staff is provided.

Significant increases or decreases in work resulting from changes in court calendars, including the need to staff additional courtrooms, shall not be considered the CONTRACTOR's responsibility within the terms of this Contract. Any requests by the courts for additional attorney services because of changes in calendars or work schedules will be negotiated separately by the CONTRACTOR and COUNTY and such additional services shall only be required when funding has been approved by the COUNTY, and payment arranged by contract modification.

6. VARIANCE

The CONTRACTOR and the COUNTY agree that the actual number of cases assigned under this Contract may vary from the numbers agreed on in Section 5 by the following level:

- Yearly Variance 15%

Any deviation in the number of cases assigned that is within the limit above shall not result in alteration of payment owed to the CONTRACTOR by the COUNTY and shall not be the cause of renegotiation of this Contract except as provided in Section 13 (Requests for Modifications).

7. ATTORNEY TRAINING

Ongoing professional training is a necessity in order for an attorney to keep abreast of changes and developments in the law and ensure continued rendering of competent assistance of counsel. The CONTRACTOR shall provide sufficient training, whether in-house or through a qualified provider of MCLE, to keep all of its attorneys who perform work under this Contract abreast of developments in relevant law, procedure, and court rules. If an attorney is transferred to a particular type of case (e.g., a Capital case or other Complex litigation after having participated in the required seven hours of annual MCLE required in Section 4(a)), the CONTRACTOR shall require additional training in the particular type of case, as necessary.

8. REPORTS AND INSPECTIONS

The CONTRACTOR agrees to submit to the COUNTY the following reports at the times prescribed below.

(a) Position Salary Profile: The CONTRACTOR shall submit to the COUNTY by July 31, 2022, and by July 1st of each subsequent year, a profile of FTE positions for both legal and support staff who perform work on this Contract, distributed by type of case. The report will designate the name and salary range for each FTE employee in a format to be provided. The COUNTY will not release this information except as required by law. If the employee splits their work between work under this Contract and other business, the report will indicate the amount of time that employee devotes to private matters compared to work under this Contract.

(b) Caseload Reports: Quarterly caseload reports will be provided by the CONTRACTOR in a format to be provided by the COUNTY, according to the following schedule:

- 1st Quarter (July – September) no later than October 31st
- 2nd Quarter (October – December) no later than January 31st
- 3rd Quarter (January – March) no later than April 30th

- 4th Quarter (April – June) no later than July 31st

The caseload reports will include the following minimal information:

- For each case appointment:
 - Case Number (generated by the Court)
 - Case Type
 - Reason for appointment of Conflict Firm
 - Date Assigned
 - Date of First Contact with Client
 - Date of Case Conclusion or Disposition
 - Primary Attorney Assigned
 - Case Disposition
 - Jury Trial (Yes/No)

(c) Annual Subcontract Attorney Use Report: If the CONTRACTOR uses any subcontract attorneys in accordance with Section 20 (Nonassignment), the CONTRACTOR shall submit to COUNTY a report with the same information outlined in section (b) above delineated by subcontract.

(d) Bar Complaints: The CONTRACTOR will immediately notify the COUNTY in writing when it becomes aware that a complaint lodged with the California State Bar Association has resulted in reprimand, suspension, or disbarment of any attorney who is a member of the CONTRACTOR's staff or working for the CONTRACTOR.

(e) Inspections: The CONTRACTOR agrees to grant the COUNTY full access to materials necessary to verify compliance with all terms of this Contract. The CONTRACTOR agrees to maintain this information in an accessible location and condition for a period of not less than five (5) years following the termination of this Contract, unless the COUNTY agrees in writing to an earlier disposition. Notwithstanding any of the above provisions of this paragraph, none of the Constitutional, statutory, and common law rights and privileges of any client are waived by this agreement. The COUNTY will respect the attorney-client privilege.

9. ESTABLISHMENT AND MAINTENANCE OF RECORDS

(a) The CONTRACTOR agrees to maintain electronic accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of services performed in the performance of this Contract.

(b) The CONTRACTOR agrees to maintain records which sufficiently and properly reflect all direct and indirect costs of any subcontracts or personal service contracts. Such records shall include, but not be limited to, documentation of any funds expended by the CONTRACTOR for said personal service contracts or subcontracts, documentation of the nature of the service rendered, and records which demonstrate the amount of time spent by each subcontractor personal service contractor rendering service pursuant to the subcontract or personal service contract.

(c) CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or respective designee for a period of five (5) years after final payment under this Contract.

10. ATTORNEY EVALUATION

The CONTRACTOR's managing attorney, or their designee, shall evaluate the professional performance of CONTRACTOR attorneys annually. Evaluations should include monitoring of time and

caseload records, review of case files, and in court observation. The CONTRACTOR shall make available to COUNTY its evaluation criteria and evidence that evaluations were conducted, although all evaluations are to be confidential between the CONTRACTOR's managing attorney and the CONTRACTOR attorney.

11. TRANSITION OF CONFLICT SERVICES

The CONTRACTOR and COUNTY agree to work together in developing a plan to transition conflict indigent defense services to a sustainable and complimentary model to that of the newly created Public Defender's Office. Options to evaluate include, but are not limited to, creating a County Alternate Defender's Office, continuing to contract with a private law firm, and expanding the County's Criminal Defense Conflicts Program to provide representation in all cases in which a conflict arises. Project milestones for the transition of conflict services are as follows:

- (a) By December 2022, develop a project charter for transition of conflict services.
- (b) By December 2023, conduct system analysis and recommend conflict services model to key stakeholders including Superior Court and Board of Supervisors.
- (c) By December 2024, present case transition plan from CONTRACTOR to new conflict services model to Superior Court and Board of Supervisors, for implementation on July 1, 2025.

12. COMPENSATION

In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$2,106,000 in Fiscal Year (FY) 2022-23, \$2,161,150 in FY 2023-24, and \$2,217,678 in FY 2024-25, processed after receipt and project manager approval of monthly invoices based upon the schedule specified in Appendix A. Additionally, COUNTY agrees to pay CONTRACTOR up to \$100,000 in FY 2022-23, FY 2023-24, and FY 2024-25 for investigation and social work services, as specified in Appendix A.

If services in addition to those called for by this Contract are required because of unexpected increases in annual caseload(s), the COUNTY shall provide supplemental funding to the CONTRACTOR at a rate to be negotiated which is commensurate with the rate paid under this Contract and the actual cost to the CONTRACTOR of providing the extra service.

If the number of cases assigned falls below the agreed caseload and variance, the COUNTY will remain liable for the full rate agreed unless it has complied with the provisions in Section 13 (Requests for Contract Modifications).

13. REQUESTS FOR CONTRACT MODIFICATIONS

If the COUNTY determines that forces beyond its control such as an unexpected decline in assigned cases will require the number of cases assigned to the CONTRACTOR to drop below the agreed caseload and variance, the COUNTY may request renegotiation of the rate to be paid under this Contract in writing no less than ninety (90) days prior to the date that any change would become effective. Both parties agree in these circumstances to negotiate in good faith for a new rate proportionate to the rate paid under this Contract, taking into account the expenses incurred by the CONTRACTOR and the CONTRACTOR's opportunity to realize cost savings and devote resources to other work.

In addition, the CONTRACTOR may submit a request for modification to the COUNTY in order to request supplemental funding if the CONTRACTOR finds that the funding provided by the Contract is no longer adequate to provide the services required by the Contract. Such a request shall be based on an estimate of actual costs necessary to fund the cost of services required and shall reference the entire CONTRACTOR budget for work under this Contract to demonstrate the claimed lack of funding. COUNTY

shall respond to such request within thirty (30) days of receipt. Should such supplemental funding not be approved, COUNTY shall notify the CONTRACTOR within thirty (30) days of the finding of the request that the supplemental funds shall not be available.

14. TERM

The term of this Contract shall be: July 1, 2022 through June 30, 2025.

15. EARLY TERMINATION

Either party hereto may terminate this Contract at any time by giving ninety (90) days' written notice to the other party.

16. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 3 and 4 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

(a) Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the CONTRACTOR's performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

(b) Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

17. INSURANCE

CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

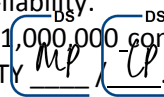
If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY both initial here ____ / ____.

(a) Types of Insurance and Minimum Limits

(i) Workers' Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here ____.

(ii) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here ____ / ____.

(iii) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (1) products and completed operations, (2) bodily and personal injury, (3) broad form property damage, (4) contractual liability, and (5) cross-liability.

(iv) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY .

(b) Other Insurance Provisions

(i) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or price coverage for post Contract coverage shall be deemed to be reasonable.

(ii) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

(iii) All required policies shall be endorsed to contain the following clause: "This insurance shall not be canceled until after thirty (30) days' prior written notice (10 days for nonpayment of premium) has been given to:

**Santa Cruz County
County Administrative Office
Attn: Sven Stafford
701 Ocean Street, 520
Santa Cruz, CA 95060**

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(iv) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

**Santa Cruz County
County Administrative Office
Attn: Sven Stafford
701 Ocean Street, 520
Santa Cruz, CA 95060**

(v) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

18. EQUAL EMPLOYMENT OPPORTUNITY

During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

(a) CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment,

upgrading, demotion, or transfer. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

(b) If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(i) CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(ii) In the event of CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(iii) CONTRACTOR shall cause the foregoing provisions of subparagraphs 18(b)(i) and 18(b)(ii) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

19. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and COUNTY agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

20. NONASSIGNMENT

CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

21. ACKNOWLEDGMENT

CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

22. PRESENTATION OF CLAIMS

Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

23. ATTACHMENTS

Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

(a) Appendix A – Projected Caseload and Attorney Requirements

24. LIVING WAGE

This Contract is covered under Living Wage provisions if this section is initialed by COUNTY_____.

If Item # 24 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Non-compliance during the term of the Contract with these Living Wage provisions will be considered a material breach and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

25. NON-BINDING UNTIL APPROVED

Regardless of whether this Contract has been signed by all parties, if the total compensation identified in this Contract is greater than \$100,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

26. MISCELLANEOUS

This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

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IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

PAGE & DUDLEY

DocuSigned by:
By: Mitchell Page
777577C87ADE410...

SIGNED

Mitchell Page

PRINTED

COUNTY OF SANTA CRUZ

DocuSigned by:
By: Carlos Palacios
0BC67F0B46304A2...

SIGNED

Carlos Palacios

PRINTED

Company Name: Page and Dudley

Address: 605 Center St.

Santa Cruz, CA 95060

Telephone: 831-429-9966

Email: mpage@psdlaw.com

APPROVED AS TO INSURANCE:

DocuSigned by:
Enrique Salazar
F88BB4ED1F11445...

Risk Management

APPROVED AS TO FORM:

DocuSigned by:
Shane Elen Strong
5219F0FA0D794BE...

Office of the County Counsel

DISTRIBUTION:

- County Administrative Office
- Public Defender's Office
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- Contractor

Appendix A*Compensation Schedule*

	Base Amount	Monthly Base Payment	Client Support Fund*
Contract Costs			
Year 1	2,106,000	175,500	100,000
Year 2	2,161,150	180,096	100,000
Year 3	2,217,678	184,807	100,000

*The Client Support Fund is dedicated funding to support case investigation and social work. All case investigation and social work must be documented by the CONTRACTOR with claims submitted quarterly to the COUNTY. Claims will be reimbursed up to \$100,000. Total claims over \$100,000 are the responsibility of the CONTRACTOR through the base payment.

Certificate Of Completion

Envelope Id: 8B96A955-B8D6-45A8-8CE0-65DD35CA3F92

Status: Sent

Subject: Complete with Docusign: Amendment to Agreement, Indigent Defense Conflict Contract

Source Envelope:

Document Pages: 17

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Sven Stafford

AutoNav: Enabled

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Sven.Stafford@santacruzcountyca.gov

IP Address: 107.3.146.170

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Holder: Sven Stafford

Location: DocuSign

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Sven.Stafford@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: Docusign

Signer Events

Jason M. Heath

Jason.Heath@santacruzcounty.us

County Counsel -- Approved as to Form

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

Jason M. Heath
AF757CF913B5419...

Timestamp

Sent: 5/19/2025 3:17:44 PM

Viewed: 5/19/2025 3:20:03 PM

Signed: 5/19/2025 3:20:25 PM

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:

Accepted: 5/19/2025 3:20:03 PM

ID: bce91e31-ac47-43c3-a546-2280f1f238d1

Gina Borasi

Gina.Borasi@santacruzcountyca.gov

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

Signed by:

Gina Borasi
E4EADC5BA53B4DB...

Sent: 5/19/2025 3:20:27 PM

Viewed: 5/19/2025 8:05:48 PM

Signed: 5/19/2025 8:07:48 PM

Signature Adoption: Pre-selected Style

Using IP Address: 24.6.202.106

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

Mitchell Page

mpage@psdlaw.com

Security Level: Email, Account Authentication
(None)

Signed by:

Mitchell Page
777577C87ADE410...

Sent: 5/19/2025 8:07:50 PM

Viewed: 5/20/2025 2:17:05 PM

Signed: 5/20/2025 2:27:55 PM

Signature Adoption: Pre-selected Style

Using IP Address: 73.241.199.59

Electronic Record and Signature Disclosure:

Accepted: 5/20/2025 2:17:05 PM

ID: f5650efb-c8bc-46b3-b83d-7fc7d41c5c62

Nicole Coburn

Nicole.Coburn@santacruzcountyca.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 2:48:10 PM

ID: dd2f823d-befd-4aaf-95fa-e035f71d4315

In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Gina De Martini-Kuhns
Gina.DeMartini-Kuhns@santacruzcountyca.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 12/27/2023 3:02:29 PM
ID: aa613705-c12f-4e37-8914-a5f233fa4236

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/19/2025 3:17:44 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.