

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
KENNETH A. MILLER**

This Agreement is entered into between the County of Tehama ("County") and Kenneth A. Miller ("Attorney"), for the purpose of having Attorney provide representation as a public defender to indigent criminal defendants in criminal matters arising within Tehama County, as may from time to time assigned by the courts.

Now therefore, in consideration of the mutual obligations and promises set forth herein, the parties agree as follows:

1. ATTORNEY TO SERVE AS A PUBLIC DEFENDER

In consultation with the Presiding Judge of the Superior Court of the County of Tehama, County hereby retains Attorney to serve as a public defender to represent indigent persons in matters before the courts in Tehama County, in matters where the primary public defenders are conflicted from representing an indigent persons or otherwise unavailable. The parties acknowledge and agree that the Tehama County Superior Court has determined that Attorney possesses the requisite ability to adequately represent indigent persons in the matters described herein before the Court, and that the compensation provided for herein has been established as reasonable compensation for appointed counsel after consideration of the factors set forth in Penal Code section 987.3.

In providing service as a public defender Attorney shall at all times maintain the professional licensing required by the California State Bar and shall otherwise comport to the professional standards required of a licensed Attorney within California.

2. RESPONSIBILITIES OF ATTORNEY

During the term of this agreement, Attorney shall serve as counsel for indigents who are otherwise entitled to court appointed counsel, when all three of the primary public defenders are otherwise conflicted or unavailable, in all matters pending or initiated in or before the Tehama County courts, or in any other court authorized by law to hear matters when a case arising in Tehama County is transferred to a court in another County. As one of the Attorneys assigned as a conflict public defender in the County it is the intent that Attorney shall provide legal representation in matters within Tehama County pending in or originating in the Tehama County

courts, where the three primary public defenders are each conflicted or their service has been excused by the court.

Attorney's services and representation shall include all of the following

- Felony proceedings
- Misdemeanor proceedings
- Juvenile court proceedings
- Sentencing and resentencing proceedings
- Contempt proceedings, including without limitation, family law and child support contempt proceedings
- Habeas corpus proceedings
- Actions arising out of the subject matter of AB 109 (Chapter 15, Statutes of 2011) as amended by AB 117 (Chapter 39, Statutes of 2011) and ABX1 17 (Chapter 12, Statutes of 2011), including but not limited to revocations of parole, violations or revocations of split-sentence supervision, and matters relating to post-release supervision.

Unless Attorney is excused by the court, Attorney shall be responsible to provide such representation whenever appointed by the court.

Attorney shall not represent any client covered by this Agreement in any civil action or proceeding against the County or any officer or employee thereof.

3. COMPENSATION

For the term from January 1, 2026 to December 31, 2026, compensation shall, for the full year, be in the amount of \$53,076.01;

For the term from January 1, 2027 to December 31, 2027, compensation shall, for the full year, be in the amount of \$53,076.01;

For the term from January 1, 2028 to December 31, 2028, compensation shall, for the full year, be in the amount of \$53,606.77;

All annual amounts shall be prorated for any partial years or months worked by Attorney during the term of this Agreement.

The compensation set forth above shall not preclude Attorney from being separately compensated for representation of indigent defendants on any matter as to which Attorney was appointed to provide such representation prior to the effective date of this Agreement (January 1,

2026). It is the intent of this provision that compensation under this Agreement as set forth above shall cover representation by Attorney for indigents on matters, as to which, Attorney is appointed as counsel on or after January 1, 2026.

4. BILLING AND PAYMENT

County shall pay to Attorney the sums set forth in Paragraph 3. The Auditor of Tehama County will pay to each attorney one-twelfth (1/12) of the annual sum provided for in Paragraph 3 on the last business day of January, 2026 and on each succeeding month through December, 2028.

5. TERM OF AGREEMENT

This agreement shall be for a term of three years, commencing on January 1, 2026, provided however that Attorney shall be responsible for continuing to represent indigents in any matter beyond the initial term until such matters are otherwise concluded or the court has approved a substitution of counsel in such matters. Compensation for matters continuing beyond the end of the three year term shall be at the rate of \$160.00 per hour.

6. PRESENCE OF CONFLICTS

County acknowledges that in some instances Attorney cannot represent an indigent party who is entitled by law to court appointed counsel because the law of this state, including Rules of Professional Responsibility, prohibit such representation. Therefore, Attorney is only required to provide services for those clients which Attorney may properly represent under the laws of this state and the Rules of Professional Responsibility. Promptly after any appointment Attorney shall determine whether any conflict of interest exists and shall notify the Court immediately upon learning of any such conflict, and to assist in the transfer of the case to another Attorney contracting with County to provide indigent defense services.

Attorney shall provide to County a quarterly Public Defender Conflict Case Declarations report of all conflict declarations by the Attorney during the preceding calendar quarter. The report shall be submitted to the Tehama County Counsel's office within fifteen (15) calendar days of the end of each quarter (i.e., January 15th, April 15th, July 15th, and October 15th) and shall include:

- (a) The non-confidential reason for each conflict declaration;
- (b) Case name and number, and whether AB 109;

(c) Principal charge

Attorney shall utilize County's form, which is attached hereto as Attachment 1. If Attorney fails to timely submit any Public Defender Conflict Case Declarations report, County may withhold payment for that Attorney's services until the next month after the report is received. Attorney shall cooperate in any procedure adopted by the courts to determine eligibility for court-appointed counsel. Attorney shall inform the Court if they believe a party is or has become ineligible for court-appointed counsel and shall also inform any party determined to be ineligible of the right to a court hearing on that question. Any determination by the court as to eligibility shall be binding upon the Attorney. Attorneys shall cooperate in any referral by the Court to the Collections Supervisor as ordered by the Court for the purpose of determining the party's ability to reimburse the County for indigent defender and probation-related services. In the event that any hearing is held regarding the ability to repay the County, Attorney agrees that he will represent the original client at no additional cost.

7. RECORD KEEPING

Attorney shall keep such records as may be required by the Court or County, including, but not limited to, record adequate for the purpose of determining the amount of reasonable time and Attorney's fees earned on cases attorney is appointed to, including AB 109 cases. The records to be maintained include the number and types of cases assigned to Attorney, and a per-case activity breakdown, without revealing information which is privileged or may otherwise comprise the defense of pending cases, sufficient to assist in establishing the cost of representing persons represented pursuant to this agreement as well as in monitoring and determining appropriate case and workload. Attorney shall maintain all files and time records for each case in safe storage for at least 5 years (or longer as necessary in view of the applicable statute of limitations for potential civil liability) following the last services rendered by Attorney in the case, unless such files are assigned to successor counsel in the case. Attorney shall make such records available to Court or County upon request.

8. EXPENSES AND SERVICES TO BE PAID BY COUNTY

County shall pay for all services of the Court Reporter wherein such services are required by law, together with transcripts thereof. County shall also pay, subject to Court approval, all witness fees, including those of expert witnesses; fees for the services of Court authorized

laboratories, forensic services, medical or other technical experts, and investigative personnel; or as otherwise may be required by statute or case law. County shall pay the above services only upon Court authorization made prior to the rendition of such services and only upon a motion showing the need therefor. Payment of the above fees by County shall not reduce the compensation of Attorney, as provided for in Paragraph 1, supra. If investigative services are required, Attorney shall utilize the investigator(s) under contract with County, unless each such investigator certifies in writing that they have a conflict or are otherwise reasonably unable to perform the requested services.

9. CHANGE OF VENUE FROM TEHAMA COUNTY

In the event that Attorney is performing services under this agreement in a proceeding which is ordered transferred from Tehama County to another County, Attorney shall be paid, in addition to the compensation amount provided for in Paragraph 1, a reasonable amount to be determined by the Tehama County Superior Court for travel, lodging, meals and other extraordinary expenses.

10. INDEPENDENT CONTRACTOR

It is agreed and understood that Attorney is an independent contractor and under no circumstances shall Attorney nor his employees, agents and servants be deemed to be employees, agents or servants of the County of Tehama. Attorney shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding, Social Security and worker's compensation insurance, both for Attorney and for his employees.

11. LIABILITY AND INDEMNIFICATION

It is hereby agreed that County is relying upon the certification of the State Bar of California as indicative of Attorney's right to practice law and the Attorney represents that he is a competent and professional practitioners of law admitted to practice in California. Attorney agree to defend and hold County harmless as to any and all claims against County, County employees, agents or servants arising from or relating to actions performed by Attorney and/or any employees, agents, or servants in their performance or attempted performance of this agreement, including, but not limited to, claims of negligence and malpractice. It is further agreed that Attorney will

indemnify County and hold it harmless as to all costs incurred by County in the defense of any action alleged to arise from Attorney's performance or attempted performance under this Agreement.

In the event that an Attorney becomes unable to practice law in the State of California, or fails to perform his obligations under this Agreement, then this Agreement shall immediately terminate and Attorney shall have no further rights hereunder and any unearned compensation (determined on a pro rata basis) shall be returned to County.

Attorney shall each maintain an errors and omissions policy with limits of Two Million Dollars (\$2,000,000). Evidence of coverage shall be provided to the satisfaction of the County.

12. ASSIGNMENT AND SUBCONTRACTING

Inasmuch as this agreement is intended to secure the specialized services of Attorney, Attorney may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County. County expects that Attorney will provide the legal services required under this Agreement personally. Attorney may from time to time use other equally competent Attorneys as temporary substitutes, for a limited purpose, if acceptable to the court.

13. TERMINATION OF AGREEMENT

If Attorney fails to perform his/her duties to the satisfaction of the Court, then upon notification from the Presiding Judge of the Superior Court to the County, or if Attorney violates any of the terms or provisions of this Agreement, then the County shall have the right to terminate this Agreement effective immediately upon the County giving written notice thereof to the Attorney.

Either party to this Agreement may without cause terminate their rights and obligations under this Agreement upon ninety (90) days written notice to the other party. County shall terminate the Agreement as to any Attorney determined by the Superior Court not to be properly performing their duties hereunder. County may terminate this Agreement immediately should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year. Notwithstanding the foregoing, Attorney shall not be relieved of his obligation to represent any indigent defendant until such time as the Court relieves Attorney or the case is otherwise concluded.

The County's right to terminate this agreement may be exercised by the Chief Administrator.

14. TERMINATION OF OBLIGATION TO REPRESENT

Upon expiration or other termination of this contract, Attorney shall continue to represent any client then being represented under this contract unless relieved by the judge presiding in the case, and shall be entitled to receive compensation for work performed on such unfinished cases after the effective date of termination at the rate of one hundred and sixty (\$160.00) dollars per hour. Both parties will attempt to achieve a smooth transition in the event that this Agreement is terminated for any reason. Attorney will attempt to transfer all unfinished cases to other Attorneys who have contracted with County by the effective date of such termination.

15. APPOINTMENT OF NON-CONTRACT ATTORNEYS

The court may appoint non-contracting counsel when, in the Judge's discretion, court efficiency or the rights of a defendant so require. The parties acknowledge that the court will endeavor to appoint non-contracting counsel only when all of the Attorneys who have contracted with County have each individually declared a conflict. Attorney contracting with County shall accept such conflict appointments without additional compensation.

16. RENEGOTIATION IN THE EVENT OF NEW LEGISLATION

In the event that any legislation effective on or after January 2, 2026 creates a new right to court appointed counsel in any proceeding for which no such right existed on January 1, 2026, and such legislation causes a "Substantial Workload Increase" for Attorney, County and Attorney may agree to increase Attorney's compensation in recognition of such additional work. In the event that no such agreement can be reached, Attorney may terminate this Agreement in accordance with Section 14. For purposes of this Agreement, "Substantial Workload Increase" shall mean a documented increase of at least ten percent (10%) in the average monthly number of hours required to complete Attorney's duties under this Agreement, attributable to such legislation.

17. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Attorney shall be entitled to no other benefits other than those specified herein. No changes, amendments or

alterations shall be effective unless in writing and signed by both parties. Attorney specifically acknowledges that in entering into and executing this agreement, Attorney relies solely upon the provisions contained in this agreement and no other oral or written representation.

18. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

19. LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

20. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County:	County Counsel 727 Oak St. Red Bluff, CA 96080
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If to Attorney:	Kenneth A. Miller 22630 Rodeo Avenue Gerber, CA 96035
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Notice shall be deemed to be effective two days after mailing.

21. RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

22. NO THIRD PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

23. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

IN WITNESS WHEREOF, County and Attorney have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

Chair, Board of Supervisors

Date: 11/25/2025

_____

KENNETH A. MILLER

Attorney at Law

Vendor Number

2026-53230

Budget Account Number

Attachment 1

PUBLIC DEFENDER QUARTERLY CONFLICT CASE DECLARATIONS REPORT

Name of Attorney: _____

Quarter / Year: _____

<u>Case Name</u>	<u>Case Number</u>	<u>Principal Charge</u>	<u>Reason for Conflict</u>

Signature: _____ Date: _____

_____ Please use additional sheets if necessary