

AGREEMENT NO. _____

**First Amendment to Agreement Between Yolo County and Ava D. Landers
for Conflict Indigent Defense Services**

This First Amendment (“First Amendment”) to Agreement No. 20-55 (“Agreement”) is made this 11th day of January, 2022, by and between the County of Yolo (“County”) and Ava D. Landers (“Attorney”).

RECITALS

WHEREAS, on or about July 1, 2020, the parties entered into the Agreement authorizing Attorney to provide certain criminal defense services; and

WHEREAS, with the knowledge and consent of the County Counsel, Attorney subsequently assumed responsibility for performing additional services necessary or helpful to the work of the Conflict Indigent Defense Panel, as defined more specifically herein; and

WHEREAS, this First Amendment describes the additional services to be performed by Attorney and authorizes additional compensation for such services, retroactive to July 1, 2021;

Therefore, the County and Advisor agree as follows:

AGREEMENT

1. Section I.A of the Agreement is hereby amended to include the following additional language:

In addition to the foregoing, Attorney shall serve as the Conflict Indigent Defense Panel Administrator. As Administrator, Attorney shall coordinate all services between Conflict Indigent Defense Panel attorneys in a manner that is reasonably calculated to promote the proportional assignment of cases and workload among such attorneys. Attorney shall also serve as liaison between the County and Court with regard to attorneys that serve on the Conflict Indigent Defense Panel and, as reasonably necessary, any other attorneys that may be appointed by the Court to matters typically handled by Panel members on a case-by-case basis. Additional tasks include, but are not limited to:

- Tracking statistics relating to panel workload and case disposition;
- Ensuring other criminal justice partners, including the District Attorney and Public Defender, have updated information on case assignments;
- Ensuring all misdemeanor conflicts are assigned to a Panel attorney at the earliest possible time;
- Receiving and resolving in the resolution of any complaints raised by Panel attorneys or about Panel attorneys (e.g., concerns raised by a client);
- Reviewing *Marsden* requests;
- Handling the assignment for all post-arraignment conflicts;

- Arranging or coordinating training for panel attorneys; and
- As needed, advising the County Counsel on attorney assignments, workload, expense reimbursements, and other matters pertaining to Panel administration.

2. Section II.A of the Agreement is hereby amended to include the following additional language:

Attorney shall receive an additional \$2,000 in monthly compensation for Administrator services. This compensation shall be retroactive to July 1, 2021.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date first written above by affixing their signatures hereafter.

ATTORNEY

COUNTY OF YOLO

By _____
Ava D. Landers

By _____
Philip J. Pogledich, County Counsel