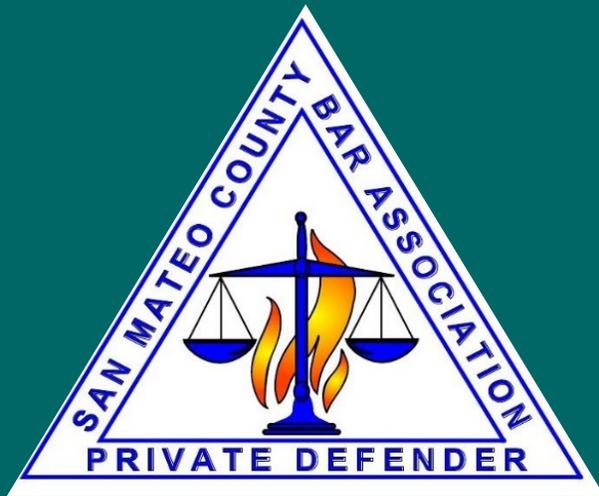


SAN MATEO COUNTY BAR ASSOCIATION PRIVATE DEFENDER PROGRAM

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LISA M. MAGUIRE
CHIEF DEFENDER

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GREETINGS FROM THE CHIEF DEFENDER

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INTRODUCTION

On June 25, 2019, the County of San Mateo and the San Mateo County Bar Association entered into a two-year agreement to provide legal representation through the Private Defender Program to indigent persons entitled to the appointment of counsel at public expense, continuing a more than 50 year-long arrangement. The most recent Agreement is attached as Appendix 1. Pursuant to the terms of the Agreement, this report provides detailed information about the operations of the Program. Included you will also find highlights of the year with details of the work being performed by both the lawyers and investigators of our Program.

THE PRIVATE DEFENDER PROGRAM'S HISTORY

In 1963 the United States Supreme Court's landmark decision in *Gideon v. Wainwright*¹ established that any person accused of a crime who is too poor to employ an attorney has a constitutional right to the appointment of counsel at public expense.² In so ruling, the Supreme Court recognized the right to appointed counsel as a fundamental guarantee of the Bill of Rights.

The Supreme Court's decision in *Gideon* compelled state courts and county governments across America to move quickly to comply with its mandate to provide indigent criminal defense. The San Mateo County courts initially used what could best be described as an *ad hoc* system for appointing counsel with judges making individual appointments from a list or based on which attorney happened to be in the courtroom that day. Little consideration was given to the type of case or the qualifications of the attorneys appointed.

In December of 1968, the County of San Mateo and the San Mateo County Bar Association entered into an agreement to provide indigent defense representation. Under the agreement, the Bar Association would contract with attorneys dedicated to the practice of criminal defense law to represent indigent defendants, including youth appearing in juvenile court and those appearing on mental health calendars.

For the past 53 years, PDP lawyers have brought a wide range of experience and skill to a variety of cases, ranging from low-level misdemeanors to capital murder cases. Our representation has also included the representation of abused and neglected children, people with serious mental illnesses, and elderly people who can no longer tend to their affairs. In addition, we have provided appellate specialists to file extraordinary writs in the Court of Appeal where appropriate to safeguard the clients' pre-trial rights. While the number of criminal cases filed and the complexity of criminal law have both

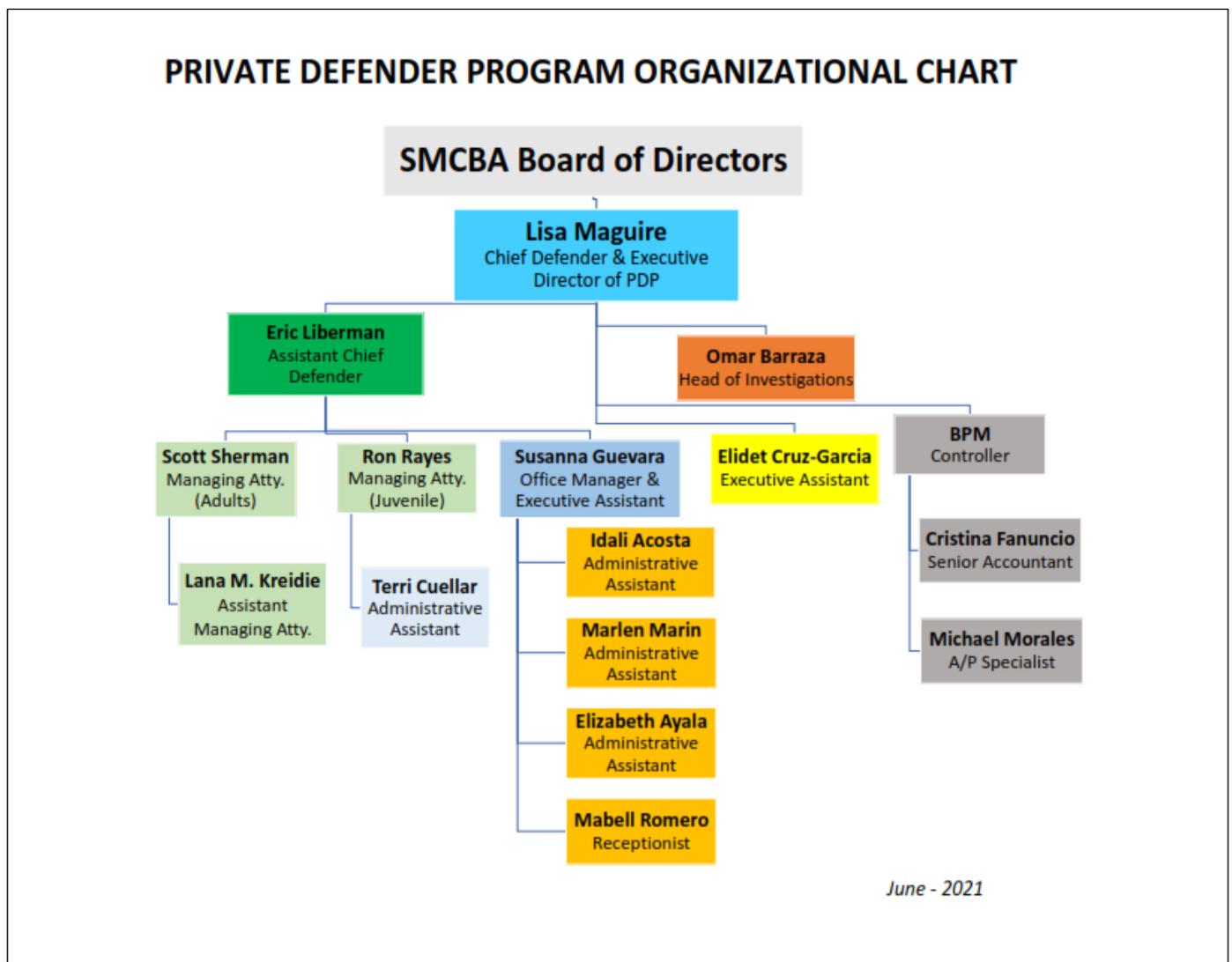
¹ *Gideon v. Wainwright* (1963) 372 U.S. 335, 83 S.Ct. 792.

² *Gideon* established the right to counsel in felony cases. Cases that followed *Gideon* extended the right to appointed counsel for indigents to direct appeals – *Douglas v. California* (1963) 372 U.S. 353; to custodial interrogation – *Miranda v. Arizona* (1966) 384 U.S.436; to juvenile proceedings that can result in confinement – *In re Gault* (1967) 387 U.S. 1; to critical stages of criminal proceedings, i.e., preliminary hearings – *Coleman v. Alabama* (1970) 399 U.S. 1; to misdemeanors involving possible imprisonment – *Argersinger v. Hamlin* (1972) 407 U.S. 25; and to misdemeanors that involve suspended sentences – *Shelton v. Alabama* (2002) 535 U.S. 654.

increased substantially since the first Private Defender Program Annual Report was submitted in 1970, the PDP has maintained its rigorous performance values and standards.

ADMINISTRATION AND STRUCTURE

The Private Defender Program’s administration during this past fiscal year consisted of a total of 15 employees, headed by the Chief Defender, Assistant Chief Defender, two Managing Attorneys, for the adult and juvenile panels, an Assistant Managing Attorney, and a Chief of Investigations. The Program maintains a robust administrative team (8 positions) and accounting team (2 positions), as illustrated in the organizational chart below.





2021: EXPANDING THE TEAM

Lana joined the Private Defender Program as an Assistant Managing Attorney. Lana brings with her 16 years of experience in criminal justice. After graduating from UC Hastings College of the Law, she served as a deputy public defender in Riverside County representing the accused across a variety of cases ranging from misdemeanors to homicides in juvenile and adult court. Lana's commitment to equity and justice also includes community outreach: she served as a mock trial coach and as a speaker on criminal justice topics to university students, high school teachers, and concerned community members.

In 2016, Lana relocated to the Bay Area with her family and established a holistic defense practice in San Mateo, devoting a substantial portion of her time to representing the indigent in the criminal and juvenile justice systems. Lana actively contributes to youth law, training, and policy as an Advisory Board Member with the Pacific Juvenile Defender Center and as a member of CPDA's Juvenile Defense Committee. Lana serves on the board of the Center on Juvenile and Criminal Justice and San Mateo CASA, an organization serving at risk foster and juvenile justice youth.

Lana was hired to work together with Scott Sherman to share the duties of attorney management and to better focus trainings to meet the various needs of the lawyers. They have collaborated on several trainings for the newer lawyers on the panel and they have individually taken on projects aimed at improving methods for providing meaningful oversight and feedback, as well as for tracking the progress of the individual lawyers to ensure the highest level of representation.

We are excited to have Lana as a part of our management team and appreciate her tireless work ethic. She came in and hit the ground running and hasn't slowed down yet. We look forward to watching her expand her role in the future.

THE LAWYERS OF THE PRIVATE DEFENDER PROGRAM PANEL

The PDP panel is comprised of a talented group of attorneys dedicated to the pursuit of justice within the criminal justice system. All the PDP lawyers to whom cases are assigned are in private practice in San Mateo County. Presently, there are 103 lawyers on the PDP panel. Each was accepted to the PDP only after a thorough application process was completed.

Attorneys who seek admission to the PDP must submit an application that details their background and experience and must provide references. The Managing Attorney for the division performs a detailed background check of the applicant. The check involves not only contacting the references provided by the applicant, but also seeking out and consulting other people within the criminal and/or juvenile justice community with whom the applicant could be expected to have had contact. The Managing Attorney then conducts a thorough interview and makes a recommendation to the Assistant Chief Defender and the Chief Defender concerning admission. If that recommendation is positive, the applicant will then be interviewed by the Assistant Chief and/or the Chief Defender, who will make a final decision and inform the applicant.

All admission decisions, of course, are preceded by an assessment of the need of the Program to add attorneys based on an analysis of current caseloads and projections for the future.



Experience Level of Criminal/Juvenile Attorneys	Number of Attorneys	Percent of Total Panel
5 Years & Under	5	4.9%
6 - 10 Years	9	8.7%
11 - 15 Years	15	14.6%
16 Years & Over	74	71.8%
Total:	103	100.00%

NEW PDP ATTORNEYS

ADULT PANEL:

Bicka Barlow is a criminal defense attorney who has focused her career on cases involving forensic DNA evidence. Bicka, who has a background in molecular biology, is well known for expertise on forensic DNA. Bicka has taught criminal defense lawyers across California about forensic DNA and is a highly sought-after consultant on DNA cases. She now brings this expertise to the PDP.

Jai M. Gohel is one of the most successful trial attorneys in the state, winning acquittals in murder cases and complex gang cases. He has been for more than 25 years, and now brings his well-honed skills to his indigent clients in San Mateo County.

Garrick Byers is well-known throughout the state as the Statue Decoder for his in-depth study and understanding of California criminal law. He has been a criminal defense attorney for almost 40 years, with most of that time as a deputy public defender. Now in private practice, Garrick joins the PDP to provide support to PDP attorneys on complex issues of law.

Alexander C. Cavanaugh is a recent law school graduate who is starting his own criminal practice. Alex developed an interest in criminal defense in law school and that interest strengthened when he clerked for the Alameda Public Defender's Office and participated in the USF criminal law clinic.

Diana Passadori is an experienced, aggressive litigator who has been practicing mainly family law in the Bay Area for more than 10 years but is now transitioning to criminal defense. In law school Diana clerked for the Santa Clara Public Defender's Office and has been trying to find her way back to criminal law ever since.

JUVENILE PANEL:

Malorie Street recently retired from the Santa Clara County Public Defender Office after an accomplished career representing clients in the most serious criminal, LPS and probate law cases. Malorie opened her private practice in late 2020 and soon after joined our panel representing clients in LPS and Probate Courts. Malorie brings her unwavering commitment and deep knowledge of this complex area of the law to her clients and her colleagues on the juvenile panel.

Kathleen Durrans is a shareholder at Aaron, Riechert, Carpol and Riffle, APC and a certified specialist in Estate Planning, Trust and Probate Law. Kathleen has authored multiple articles on Trust and Estates and is a frequent presenter in the areas of Estate Planning and Probate. Kathleen joined our panel to represent clients facing conservatorships in Probate Court. Kathleen is a member of the San Mateo County Bar Association and has served on its board since 2012. She served as President of the Association in 2020. Kathleen's passion for representing indigent clients is not limited to her work on our panel, she is a volunteer with Legal Aid Society of San Mateo County.

Lindsey Dazel a long-time trial attorney in private practice representing clients on the Santa Clara County Independent defender Office (IDO) and this year on our panel. Lindsey handled gang homicide and transfer cases at IDO. Prior to joining our panel, Lindsey worked at the Santa Clara County Counsel Office where she handled child welfare cases, and developed valuable experience and knowledge of the Indian Child Welfare Act (ICWA). Lindsey is a great resource for her colleagues on ICWA and soon after joining our panel conducted a training for her colleagues.

EXPANDING RESOURCES

The PDP aims to provide attorneys and their clients with all the resources necessary to provide a vigorous, thorough, and aggressive defense. Traditionally, this has included investigators to conduct independent factual investigations on the client's behalf, forensic experts to conduct independent testing of evidence, and resources for legal research and writing. In recent years immigration consequences have become a significant factor to be considered for clients and the PDP has responded with resources to aid our attorneys in providing accurate advice. In an exciting development for the PDP, the PDP has added a Supervising Social Worker, Harpreet Samra, to assist attorneys in adding social workers to the case team and better help clients.

SOCIAL WORKERS

Social workers have been working with criminal defense attorneys since the 1970s and are considered critical to a holistic defense model. The holistic defense model aims to address the social support needs of a client in addition to the legal needs, to improve client outcomes, reduce recidivism, and enhance community safety. That means increasing the case team to more than just attorneys, investigators, and forensic experts.

The Social Worker Component by Harpreet Samra, Supervising Social Worker



My path to working in Indigent Defense Social Work is not your average story of a Social Worker. It all started in 2005, when I moved to New Orleans for graduate school, thinking I would come back to my home state of California and work in education. When I decided to attend Tulane University to obtain my Master of Social Work degree, I had only traveled to New Orleans one time, in March 2005, five months before Hurricane Katrina would devastate the city. I had known that having a vehicle in New Orleans was ideal, so my father and I packed up my car and began our two-day drive to Louisiana on Wednesday, August 24, 2005. As we approached Louisiana, there was a buzz in the air, but coming from the west coast, we really did not understand what it was.

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At that time, the skies were blue, and you would never know a storm would be rolling in. On Saturday morning, the fire alarm in my graduate school housing building was pulled to alert all graduate students that a hurricane was projected to hit New Orleans and that the university was evacuating all buildings by 6pm that night. Having only been on my own for one night, as my father had already returned home, I had no idea what I would do. I turned to the stranger next to me, a woman who coincidentally was also from California, and asked her what her plan was. When she also stated that she had no idea where to go, I asked her if she wanted to stick together.

In many ways, this was my first foray into Social Work – we both were experiencing a traumatic situation and had to find strategic ways to cope with it. It took us two hours to book a hotel as none were available in the state. After 12 hours of driving, we ended up in Houston, Texas, 350 miles away, where we would ride out the storm together. That night, when we pulled in, there were very few cars in the parking lot of our hotel, but by the next morning it was full, of all Louisiana residents.

The next few days were spent glued to the television, watching an already impoverished city fill up with water as folks begged for help. Although most of Tulane's campus had not gotten any water as a part of the flood, there were many trees knocked down and my building took six feet of water. All students were told to return home to their families as there was no real idea as to when school would start, let alone the city would reopen for people to go home. When Hurricane Katrina made landfall, although the damage to New Orleans was significant, it was initially thought the city was spared complete devastation. However, less than 24 hours after the storm hit, three already weak levees could not take the storm surge and began pouring water into the city, eventually flooding 80% of New Orleans. Prior to the levees breaking, I was under the impression that I would be returning in a few days' time and naively had spent some of my time shopping for necessities I needed for my graduate school apartment. During one shopping trip, I happened to be wearing a Tulane t-shirt and a woman approached me to ask if I was okay and offered to help in any way I might need. She left me with her business card and told me not to hesitate to call. I realized in that moment what a world of privilege I was in. I was one of the lucky ones, who could not only go to a hotel during such a crisis but had a total stranger offer to help me. Yet, there were thousands of New Orleanians who did not have the same privileges. I knew in that moment that there was a purpose in choosing New Orleans as my next home and that no matter what, I would be back to help it pick itself back up and rebuild.

All the universities in New Orleans shut down for the semester. I made my way back to California and attended my first semester of school not too far from my parents' house. In January 2006, however, I returned to New Orleans and interned in the community while I attended graduate school. What I saw was a community that was not only in despair physically, but also emotionally. You're probably wondering where the connection to Indigent Defense comes in.

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During my internship with Save the Children, I was tasked to do a community-based intervention group with eighth grade boys who were fighting at school in the 9th Ward of New Orleans. Due to these altercations, many of these boys were becoming system-involved as their “beef” also bled into the streets. If you recall, the 9th Ward is what was shown on television during Hurricane Katrina, where the storm surge caused a levee to break and a barge to burst through and land on top of homes. Most folks who died during the storm were in that community. Many of these boys in the group had lost their homes and had to relocate to different schools. Within the first session, these eighth graders realized that the “beef” that they had, stemmed from the trauma they had been experiencing all their lives; that was then exacerbated by a tragic hurricane. Yet, they had never had the opportunity to process that nor understand it. I did not realize it in the moment, but each session with these kids changed me and gave me a better understanding of how and why one’s choices are so deeply affected by their experiences. Later, as I began my work with what acts as the juvenile public defender’s office, providing a mental health lens to cases, I was able to take that experience and use it for context. I was able to provide courts with a narrative on not only *who* a client is but also *why* they might have made the choices that they did.

When most people think of Social Workers, they see them as individuals who might work for child protection type services and/or provide mentorship to their clients. Yet, Social Workers add a side to Indigent Defense that has proven much needed and has provided a piece to holistic representation that is unique and unmatched. Although I have only begun my journey here with the Private Defender Panel, in the next year I see much growth and expansion when it comes to Social Workers on defense teams. The goal is to make sure a mental health professional is available to work on a case no matter the type of case or posture, so that clients’ needs are always respected and met, regardless of who they are or where they come from.

INVESTIGATION

Investigation Update
By Omar Barraza, Chief Investigator



I am proud of the work that has been accomplished by our great team of investigators this past fiscal year. Conducting investigations during the pandemic was challenging and yet they adapted and did an outstanding job. The world of defense investigations has changed so much in the past several years, with enormous amounts of discovery requiring investigators to learn new discovery organizational techniques. In addition, as part of the holistic approach to criminal defense, our investigators understand the importance of providing a thorough social history background and mitigation work. This is particularly critical to helping our panel attorneys in advocating for clients who suffer from mental health disorders. I am extremely proud of their work and am excited about my role of offering more support as the landscape of defense investigations continues to change.

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In addition, efforts were made this past year to encourage our lawyers to take advantage of the support investigators offer, to secure the best outcomes in their cases. In the previous years, investigators had been assigned to an average of 936 cases a year. Last year, this figure jumped to 1286 cases.

We also added five new investigators to the panel, and I look forward to adding a variety of new investigators with different experience and specialties so that our investigation group can grow and continue to collaborate and support our lawyers to ensure that our clients continue to be provided with exceptional representation.

New PDP Investigators

Indiana Albanes began her career working as a Group Supervisor at San Mateo County Juvenile Hall. She then went on to work as a Habeas Corpus Resource Center investigator and a federal probation officer. Indiana has a BA in psychology and a master's degree in social work. She is fluent in Spanish.

Richard Lee has extensive experience in security and investigation work. He has worked at several tech companies including TikTok, Yelp Inc., Uber and Yahoo. Prior to his work with tech companies, he worked as an intelligence officer with the CIA. He was an instructor at the Federal Law Enforcement Training Center. Rick has sociology degrees from the University of Pennsylvania (BA) and Princeton University (MA). He also has a law degree from University of Michigan Law School and is a member of the Michigan and Washington D.C. Bar.

Connie Cook has a BS from UC Davis in Human Development with a minor in Psychology and a Master of Social Work degree from Boston University. She obtained her LCSW in 1997 and began her career working at an in-patient psychiatry unit at San Francisco General Hospital. Connie then worked as a Federal Probation Officer for 20 years: she was a pre-sentence investigator for 13 years and supervised a case load of high-risk offenders for 7 years.

Chris Eggers joined our group of investigators after a 12-year law enforcement career. He began his career with the Oakland Police Department, following which he worked at the San Francisco Police Department. There, he was a Field Training Officer, Report Writing Instructor, and DUI/SFST Instructor. He has also completed Drug Recognition Expert training via the CHP.

Amanda Freel has over 24 years of experience working as a private investigator with experience in criminal defense, civil litigation, family law, domestic investigations and background checks. Amanda was a Certified Investigation Instructor in the State of California and has taught at The Learning Exchange in Sacramento and at the Investigative Career Program in San Francisco.

EXPERTS

Experts are also an integral part of the defense team, whether as consultants or witnesses. The range of forensic experts called upon to assist PDP lawyers in the defense of their cases is limited only by the Rules of Evidence. Examples of such experts include:

- **Forensic Psychiatrists and Neurologists**
- **Psychologists**
- **Physicians**
- **Serologists**
- **Toxicologists**
- **Accident Re-Constructionists**
- **Social Workers**
- **Weapons, Tool Mark, and Ballistics Specialists**
- **Crime Scene Investigators**
- **Fingerprint and Handwriting Analysts**
- **DNA Experts**

LEGAL RESEARCH

To effectively represent each client, PDP attorneys have access to a complete library of legal research materials through a contract with LexisNexis, their subscriptions to which the PDP partially subsidizes.

IMMIGRATION RESOURCES

Finally, many of our clients have immigration status issues which complicate the attorneys' representation of their clients and aggravate the potential outcome of the cases. To assist the attorneys, the PDP has a contract with the Immigrant Legal Resource Center to provide PDP attorneys with legal advice regarding the benefits and risks of the resolution of cases. PDP attorneys take full advantage of all these resources as necessary to secure best outcomes.

JUVENILE DIVISION

Juvenile Division Update

By Ronald Rayes, Managing Attorney – Juvenile



By the beginning of FY 2020-21, the juvenile office had settled into the “new normal” of representing our young clients and their families during the COVID-19 pandemic. Our juvenile law attorneys carried on with their mission to provide high quality representation regardless of the challenges they face.

Our juvenile court remained open for in-person appearances and offered the option of appearing remotely. To do their part in slowing down the spread, our attorneys would only appear in person when necessary and utilized the remote option whenever possible.

Along with our justice partners, we were able to keep cases moving forward, and we avoided creating any back log in cases. Our attorneys sought the release of detained clients at detention hearings, and they reported that approximately 70% of the incarcerated children were released at the detention hearing. While we missed the personal interaction with the attorneys that is unique to the juvenile office, there were some advantages to the virtual platform. One of the advantages was our ability to broaden the network of presenters for our in-house training program which will be discussed later in this report.

Our efforts to provide high-quality representation did not stop with the individual clients, we recognized that participating in the justice reform effort is also important. We actively tracked and supported many important justice reform legislative bills. The following is a highlight of some of the legislative bills: AB624 (The Youth Fair Process Act), which was signed into the law on 9/24/2021; AB1127 (Juvenile Three Strikes Reform), AB 333 (The STEP Forward Act, gang enhancement reform), SB 203, (Juvenile Custodial Interrogations), SB 823 and SB 92 (Juvenile Justice Realignment).

We also opposed the State Bar of California working group’s recommendation to extend the para-professional program to conservatorships and guardianship. We explained to them the complexity of this area of law and the degree of training required to qualify for court appointment in such cases.

We continue to be involved in the shaping and implementation of SB 823/SB 92 in our county by working closely with members of the Juvenile Justice Coordinating Council, and its subcommittee. To stay informed on the latest development on SB 823 and SB 92, managing attorney, Ron Rayes, attends weekly meetings that bring together a coalition of juvenile defenders and community-based organizations throughout the state to share experiences, strategies, and ideas on the implementation of the realignment and the creation of secure track programs.

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Another transformative bill that was passed during this fiscal year was SB 203, which increased the age of youth that must consult with an attorney prior to any custodial interrogation from 15 years and younger to 17 years and younger. As part of the planning for SB 203, we expanded our existing program to ensure that we can accommodate all calls associated with this change in the law. The Chief Defender sent letters to all the law enforcement agencies in San Mateo County to raise their awareness about the new law and remind them that our attorneys are available to provide Miranda consultations 24 hours a day 7 days a week. We are pleased to report that so far, all the law enforcement agencies have been following the consultation requirements in SB 203.

PDP Second Annual Holiday Pizza Party at YSC

To spread some holiday cheer to the youth detained at YSC and Camp Kemp, the PDP attorneys, investigators, and staff sponsored a pizza party for them. The party affords the opportunity to spend time with the youth and get to know them outside the confines of the courtroom. Unlike last year, due to COVID restrictions, we were not able to serve the youth, nor to eat lunch with them. Instead, we delivered the pizza and our well wishes of a giant post card. We are grateful to Superintendent Clark and her staff for taking on these tasks this year and ensuring that the party was a success!



Dedication and Commitment

By Kathy Yolken

Bonnie Miller started her legal career representing banks and other civil clients. Looking for a change, in 1994, she joined the juvenile division of the PDP program. She enjoyed the challenge of practicing juvenile law and soon became a Certified Child Welfare Law Specialist. Bonnie has represented well over a thousand minors and families in San Mateo County, navigating the complex and complicated juvenile court system. Her dedication to her clients and their families is obvious, and she has earned the respect of colleagues and judges alike.

Her no-nonsense style and tireless advocacy have won her multiple awards. In addition, her tenure on the Juvenile Justice Commission brought much-needed oversight and policy advocacy to the county.

Thoughtful evaluation, thorough investigation, and creative lawyering have been the hallmark of Bonnie's success over her years on the PDP panel. She was planning to downsize her practice before the pandemic, but not wanting to abandon any clients or the program in such a difficult time, she kept her demanding caseload and advocated fiercely throughout these trying times.

And what an unusual year this was: utilizing DocuSign and Zoom to keep people distanced and healthy, language interpretation via conference calls and lengthy Zoom trials. During this time, our juvenile attorneys, with Bonnie's continued leadership and example, really stepped up to make sure that cases continued to move through the courts, clients remained informed, and vulnerable children and families received their due process.

The work that Bonnie started, educating the participants in the juvenile system on critical issues such as adolescent brain development and the impact of incarceration on education and mental health, will have a long-lasting effect on our program and our court. Her continued dedication to our clients, juvenile law, and this county reflects the very best of the PDP.



Gina Jett, Kathy Yolken, Carol Koenig, Bonnie Miller

PURSUING ALTERNATIVE OUTCOMES: MISDEMEANOR DIVERSION

The PDP's staff expansion to include Preet (Harpreet Samra), and the panel's broad use of experts and immigration resources were described above. The breadth of representation afforded by this holistic approach is in keeping with California's legislative goals of providing alternatives to imprisonment in appropriate cases. Mental Health Diversion (Pen. Code, §1001.36), which was effective in June 2018, has been used successfully by the PDP attorneys to secure diversion for mentally ill clients who meet the statutory requirements. This year, the California Legislature has created a new diversion statute, effective January 1, 2021 (Pen. Code, §1000.95), which allows the superior court to place a defendant on diversion for most misdemeanor offenses for up to 24 months, subject to certain conditions. If the conditions are met, and any mandated restitution is paid, a person then becomes eligible to have their case dismissed.

This type of diversion program has long been in effect for many first offense drug possession offenses and has more recently gone into effect for certain felony mental health cases. However, this new law will have a much broader impact, as it covers many of the offenses that we often see filed in the misdemeanor courts. The Court has created a dedicated calendar to address these cases which will be heard twice a month on alternating Fridays.

As implementation occurs, the misdemeanor diversion scheme will assist many of our clients to avoid sustaining convictions for minor offenses, greatly impacting their future employability and success in life. This is another big step in the current trend to decriminalize minor criminal conduct and to instead address these issues through treatment and counseling and rehabilitation.

PARAGRAPH 4.d.1: ATTORNEY TRAINING

FORMAL TRAINING

The contract with the County requires that PDP panel attorneys meet the minimum continuing legal education (MCLE) requirement every three years. In practice, many panel attorneys completed far more hours than strictly required by the State Bar. PDP attorneys averaged 18.75 hours of MCLE for FY 2020 - 21. 21 PDP attorneys had more than 25 hours of MCLE, and 7 attorneys had more than 40 hours of MCLE.

The Private Defender Program presented a total of 25 hours of PDP-sponsored continuing legal education in the 2020-2021 fiscal year, free of charge to panel members. These programs are accredited to provide both general and specific MCLE credits and are geared to both the adult and juvenile panels. The PDP tracks attendance at these events, requiring verification of attendance. Due to the ongoing pandemic, all of the PDP trainings were presented via Zoom. The PDP was pleased to see that these programs were well-attended by the PDP panel attorneys and many attorneys have remarked on the convenience of being able to attend trainings via Zoom.

Despite the pandemic, the Juvenile branch offered a record 13 units of juvenile continuing education credits. Further, through collaboration with our justice partners and the juvenile court, we organized, for the first time, a two-part training addressing the Link between Child Abuse and the Commercial Sexual Exploitation of Children (CSEC). This training was not only well attended by our attorneys, it was also attended by our juvenile court judges, deputies from the Office of District Attorney Juvenile Branch, and members from Community Based Organizations. The success of this training is going to serve as a blueprint for more collaboration on future trainings with our justice partners.

Additionally, the adult division provided three hours of specialized trainings to a cohort of attorneys who are new to the practice of criminal law. The trainings, while not given for MCLE credit, are critical to ensuring that PDP attorneys who are new to the practice are supported and allowed to grow in ways that help the attorneys and their clients. This is discussed in more detail below in the section on mentoring.

The PDP provided the following attorney training during the past fiscal year, all but three of which qualified for MCLE credits.

In addition to the trainings provided by the PDP, an education fund of \$750 is available annually for each PDP lawyer. These funds may be spent on education and training programs that are directly related to the types of cases the attorney is handling for PDP clients and on memberships in professional organizations such as the California Attorneys for Criminal Justice (CACJ) and the National Association of Criminal Defense Lawyers (NACDL). In addition, the Private Defender Program pays for all panel attorneys' membership in the California Public Defender's Association (CPDA). CPDA, CACJ and NACDL provide excellent legal education programs, presented by talented and devoted criminal and juvenile practitioners. PDP attorneys can take advantage of these programs through their education funds, and many attended programs which exceeded their education funds.

There are numerous other resources that are available to PDP juvenile panelists. The juvenile panel attorneys consult and work with the following organizations on juvenile justice law and policies: the Youth Law Center, the Pacific Juvenile Defense Center (PJDC), Youth Justice Initiatives and the Youth and Education Law Project (YELP). In addition, juvenile panelists obtain specialized trainings pertinent to the juvenile practice from the PJIC, Care Foundation (MAT) <https://www.chcf.org>, YELP and Fresh Lifelines for Youth (FLY).

Managing Attorney-Juvenile, Ron Rayes serves on the advisory board for PJDC, as well as being a member of the San Mateo County Commercial Sexual Exploitation of Children Steering Committee, a member of the Juvenile Justice Coordinating Council and a monthly presenter at the Juvenile Justice and Delinquency Prevention Commission.

PDP Seminars July 1, 2020- June 30, 2021

Date	Seminar Title	Presenter(s)
7/9/2020	Jury Trial in the Time of COVID	Gerrit Rutgers Paul DeMeester
7/21/2020	Voir Dire Workshop with Michael Ogul Presented by Santa Clara County Public Defender's Office	Michael Ogul Santa Clara County Public Defender's Office Geoffrey T. Carr
8/20/2020	Navigating Mental Health Diversion	John Elworth Mitri Hanania
9/30/2020	Immigration Webinar Part 1: Stopping ICE Transfers in San Mateo County	Sarah Lee Sarait Escorza Sean McMahon San Mateo County Coalition for Immigrants Rights
11/13/2020	Opening Statements: The Best Part of Trial	L. Scott Sherman
1/22/2021	Immigration Webinar Part 2: Defending Immigrant Clients in California	Krsana Avila Grisel Ruiz
1/28/2021	New Laws for 2021	Garrick Byers
3/4/2021	Racial Justice Act	Rebecca Young, SF Public Defender Jane Brown, Alameda Co. PD
3/24/2021	Veterans Treatment Court: Everything You Need to Know About the Process, Programs and Admissions	Randy Hey Dr. Heather McIsaac
4/8/2021	Duties of PDP Attorneys to their Clients (New Attorney Cohort)	Eric Liberman Scott Sherman
4/28/2021	The Pruno Project: Exonerated Prisoners	Zavion Johnson Obie Anthony Presented by The Pruno Project and SMCBA
4/29/2021	Case Theory (New Attorney Cohort)	Eric Liberman Scott Sherman
5/5/2021	Discovery in Criminal Cases (New Attorney Cohort)	Eric Liberman Scott Sherman
5/13/2021	A Discussion of Bail and Litigation now that Humphrey is the Law	Marsanne Weese
6/24/2021	A Discussion of the California Electronic Privacy and Communication Act	Matthew Sullivan

PDP Juvenile Seminars July 1, 2020- June 30, 2021

Date	Seminar Title	Presenter(s)
7/23/2020	Juvenile Record Sealing and Expungement	Raul Arroyo-Mendoza
8/6/2020	Advocating for the Education Rights of Youth	Bill Koski & Tara Ford Stanford Law School Youth & Education Law Project
9/25/2020	PJDC: Juvenile Hall Closures	Patricia Soung, Juvenile Justice Consultant, Tshaka Barrows, Burn's Institute, Patti Lee, SFPD Juvenile Division (In coordination with PJDC)
9/26/2020	PJDC - Policing as Trauma; Litigating Race, Adolescence and Trauma in a Juvenile Case	Kristin Hennig Georgetown University Professor (In coordination with PJDC)
10/21/2020	PJDC - SB823 Forum Part 1 - What has changed?	Pacific Juvenile Defender Center
10/27/2020	PJDC - SB823 Forum Part 2 - What can we do about it?	Pacific Juvenile Defender Center (PJDC)
11/12/2020	PJDC - SB823 Forum Part 3 - What remains the same?	Pacific Juvenile Defender Center (PJDC)
11/12/2020	The Indian Child Welfare Act: Protecting the Rights of our Indian Families *Juvenile Branch	Lindsey Dazel Nichols
11/29/2020	PJDC - SB823 Forum Part 4- What do we do for clients who go to DJJ?	Pacific Juvenile Defender Center (PJDC)
1/8/2021	The Link between Child Sexual Abuse and Commercial Sexual Exploitation: Protocols and Services for CSEC Youth	Amanda LeBlanc Freeman, Rape Trauma Services
1/22/2021	Session II: The Link between Child Sexual Abuse and Commercial Sexual Exploitation: Protocols and Services for CSEC Youth	Rose Mukhar
2/18/2021	Juvenile Laws Update	Jonathan Grossman
4/7/2021	Probation Termination & Local Rules for 786 Record Sealing	Ron Rayes
4/28/2021	It Starts at Detention: "Defense Strategies for Enforcing Probation's Foster Care Obligations"	Meredith Desautels Jasmine Miller
6/30/2021	E-Filing Juvenile Delinquency and Dependency	Jeff Rolston Supervising Clerk Juvenile Div. County of San Mateo Superior Court

MENTORING

The PDP mentoring program is designed to ensure high quality representation by assigning experienced attorneys to provide support and guidance to less experienced PDP attorneys. All attorneys recently admitted to the Program are assigned a mentor, regardless of experience. The mentor/mentee relationships allow for attorneys to grow and improve their level of practice. At the same time, the mentor assists PDP management with oversight and quality control by providing information about the mentee's performance as an attorney.

The Chief Defender selects mentor attorneys who have extensive experience in all phases of criminal and/or juvenile defense and who are best suited to provide assistance to the mentee attorney based on the mentee's current experience and practice level. For instance, a mentor assigned to an attorney who is new to the practice of criminal law who is handling misdemeanors, and a mentor assigned to an attorney who is looking to move from low-level felonies to high-level complex felonies will have different needs of their mentor. Thus, it is important for the PDP to assign the right mentor for the right situation.

This past fiscal year, the PDP created a series of training modules for panel lawyers who are new to the practice of criminal law, led by managing attorney Scott Sherman. This is the beginning of an exciting transformation of the way the PDP trains lawyers. The training modules include ethical responsibilities of criminal defense attorneys, how to investigate cases, plea bargaining, suppression of evidence, and trial skills, amongst other things. The new lawyers are also provided with attorney mentors who are there to support the attorneys and answer questions and offer guidance as needed. Additionally, the new attorneys in the program are encouraged to attend group meetings where they can discuss their cases with other attorneys and investigators. Engaging in case specific discussions allows attorneys to put lessons taught in training modules into practice. Having multiple eyes on a case makes for a more thorough analysis of a case and can prevent attorneys from missing issues. Additionally, it fosters camaraderie and demonstrates the value of working collaboratively on cases, which makes for a better outcome for the client.

Currently the PDP has a cohort of five attorneys participating in the training program for new lawyers. They are aggressive advocates who are making use of their training and support and fighting hard for their clients. The PDP looks forward to the great work they will be doing for years to come.

PARAGRAPH 4.d.2: ATTORNEY EVALUATIONS

Paragraph 4.d.2 of the Agreement between the County and the Association requires annual evaluations of “the professional performance of each Private Defender Program Attorney.” The Annual Report must include a summary of the “number of evaluations conducted and the results thereof” without breaching the confidentiality of the evaluations. This past fiscal year, the attorneys of the adult and juvenile panels were asked to complete different forms, in order to better track the responses. A copy of the Annual Survey forms the attorneys were asked to complete are attached as Appendix 4.

2020-2021 – Results of the Evaluations

The Chief Defender, Assistant Chief Defender, the Managing Attorneys and Assistant Managing Attorney met over several days to evaluate the performance of each PDP attorney over the 2020-2021 fiscal year. Using the Annual Survey, writing sample, personal observations by management and all other information available, the PDP management team conducted a thorough discussion of each attorney. Some attorneys were excused, because they had recently joined the panel prior to the end of the fiscal year and had not done enough work for the panel to make an evaluation worthwhile, or they did not have a traditional caseload. In the Juvenile Division all attorneys are met with annually by the Managing Attorney. In the Adult Division, which has a larger number of attorneys, certain attorneys were selected to have a meeting with the Managing Attorney. The reasons for meeting with the Managing Attorney of the Adult Division include:

- Encouraging the attorneys to seek additional training opportunities
- Encouraging additional use of investigators
- Encouraging additional use of experts
- Encouraging the attorneys to have more jury trials in appropriate cases
- Addressing any shortcomings in attorney performance
- Addressing expectations of each attorney going forward
- Seeking feedback from the attorneys about the PDP
- Evaluations by PDP Management include:
 - 103 Total Attorneys Discussed
 - 86 Annual Surveys received and reviewed³
 - 86 Writing samples received and reviewed
 - 10 Attorneys in the Adult Division selected to meet with the Managing Attorney
 - 18 Attorneys in the Juvenile Division have an annual meeting with the Managing Attorney

³ 17 Attorneys were excused from the annual surveys. Reasons for being excused include attorneys who handle calendars, but do not have active caseloads.

ADDITIONAL EVALUATION STANDARDS

In addition to the information collected through the Annual Surveys, there are many other ways in which PDP management regularly evaluates the performance of the PDP lawyers. The attorneys of the PDP are a wide-ranging group, from death penalty - qualified lawyers with more than 40 years of experience to younger lawyers recently admitted to practice. The diversity of experience is one of the greatest strengths of the PDP, and any meaningful evaluation must be tailored to the particular lawyer whose performance is being evaluated. Attached as Appendix 3 is a set of Evaluation Standards used to generally evaluate attorney performance throughout the year. Listed below are a number of measures and methods utilized to conduct such evaluations.

How Performance is Evaluated

I – Caseload Monitoring

The PDP uses case management software to assign cases to PDP members. Attorneys and investigators use this case management software for billing. The PDP is able to monitor attorney caseloads in order to ensure attorneys are not taking on too much work. Caseloads are monitored regularly and there is a quarterly meeting dedicated to formally reviewing the number of case assignments and caseloads for each panel attorney, which is discussed below.

II- Motions Practice

All motions that are filed in a case must be submitted through the case management system for review by management. If the motion is not submitted, the lawyer will not be paid for that motion. This affords the PDP the opportunity to review the attorney's written work product on a regular basis throughout the year.

Each attorney must submit a motion or brief that represents the attorney's original work as part of the Annual Survey. The survey also tracks the filing of motions on significant substantive issues such as:

- Motions to Suppress Evidence (Penal Code Section 1538.5)
- Motions to Dismiss (Penal Code Section 995)
- Motions for Impeachment Evidence (*Pitchess* Motions).

III- In-Court Observations

Managing Attorneys regularly attend court calendars and trials to personally assess the courtroom skills of PDP lawyers. These administrators observe PDP lawyers in jury trials, court trials, hearings on motions, superior court reviews, and pretrial conferences with or without advance notice.

The Chief Defender and Assistant Chief Defender are notified each week about which cases and lawyers are scheduled to appear on the following Monday's trial calendar. Most PDP lawyers

handling misdemeanor and felony cases, and all of the lawyers handling juvenile court cases, were thus observed. In-court observation was, again, limited due to the Covid-19 orders limiting public access to the courts, however, management observations resumed by means of Zoom and audio access to court hearings.

Additionally, PDP management periodically receives feedback from the judiciary concerning the in-court performance of PDP panel attorneys.

IV– In-Person Contact

The PDP fosters a collaborative environment with its lawyers. The Chief Defender, Assistant Chief Defender, and the Managing Attorneys are all knowledgeable, accomplished and experienced trial attorneys whose doors are always open to PDP lawyers to come and discuss case tactics and strategies. These discussions are beneficial to the attorney and their client, and they also provide an evaluation opportunity for the PDP management.

To secure the assistance of an expert in a case, the assigned lawyer must contact the Chief Defender, Assistant Chief Defender, or Managing Attorneys and explain why the specific case requires the assistance of an expert. This presents a good opportunity for administrators to acquaint themselves with the manner in which the attorney is preparing the defense of his or her case in the context of the facts presented by the prosecution and those gathered by defense investigation.

In addition, management meets regularly with assigned mentors, who provide a valuable insight into the skill level and progress of new panel attorneys.

When Performance is Evaluated

I – Quarterly Caseload Reviews

The Chief Defender, Assistant Chief Defender, and Managing Attorneys meet quarterly to discuss caseloads and performance of all panel attorneys based upon the factors above as well as trials held over the last quarter. PDP management reviews the types and numbers of cases each lawyer is being assigned by analyzing the DefenderData case management system. This enables the PDP to monitor individual caseloads and ensure that the right case is assigned to the right attorney, i.e., an attorney with the right skill set and time and ability to take on the case. PDP staff is also consulted at the quarterly meetings for input on the professionalism of the attorneys.

II – Annual Surveys

As discussed above, an Annual Survey yields significant factual data which the PDP uses to verify and track attorney use of training resources, investigators, and experts, as well as the degree of significant litigation and motion practice and the results thereof. The analysis of this data allows the PDP to closely monitor the individual panel attorneys, and to identify any problem areas.

The Chief Defender, Assistant Chief Defender and Managing Attorneys meet and go over each and every annual survey. The parties then discuss which attorneys are candidates to move up to more advanced cases, which attorneys need improvement, and which attorneys need to be called in for a meeting to discuss the results of the annual survey.

PARAGRAPH 4.d.3 CLIENT COMPLAINTS

While an Officer of the Day (OD) is available every business day to receive complaints pursuant to the Agreement, the role of the OD is far more expansive, and the OD is an excellent resource for the entire community. The OD spends many hours each week simply answering questions, calming fears, and giving advice to members of the public who call for help. ODs, as a group, average between 50 to 100 inquiries from the public each week through telephone calls and drop-in visits to the PDP office. The ODs are happy to answer any questions of the public that relate to criminal law – their area of expertise.

The PDP administration uses a centralized system to record and document all complaints received, whether they come in by phone, letter or an in-person visit. All complaints, along with a description of the issue and resolution, are entered into the DefenderData Prime system designed specifically to track complaints. The system allows the PDP administration to search all entries to better track an individual client's complaint history, as well as whether numerous complaints are being made against a specific attorney. The DefenderData system is used to create case assignments and it also serves as the PDP billing system. The PDP uses this companion system to record complaints by individuals, attaching those complaints to their specific cases. Everyone who handles complaints or complaint resolution in the PDP office uses this centralized system to obtain the same information, track the history of the case and determine if previous complaints have been made. The entire staff has received special training on using DefenderData for this purpose to ensure there will be uniformity.

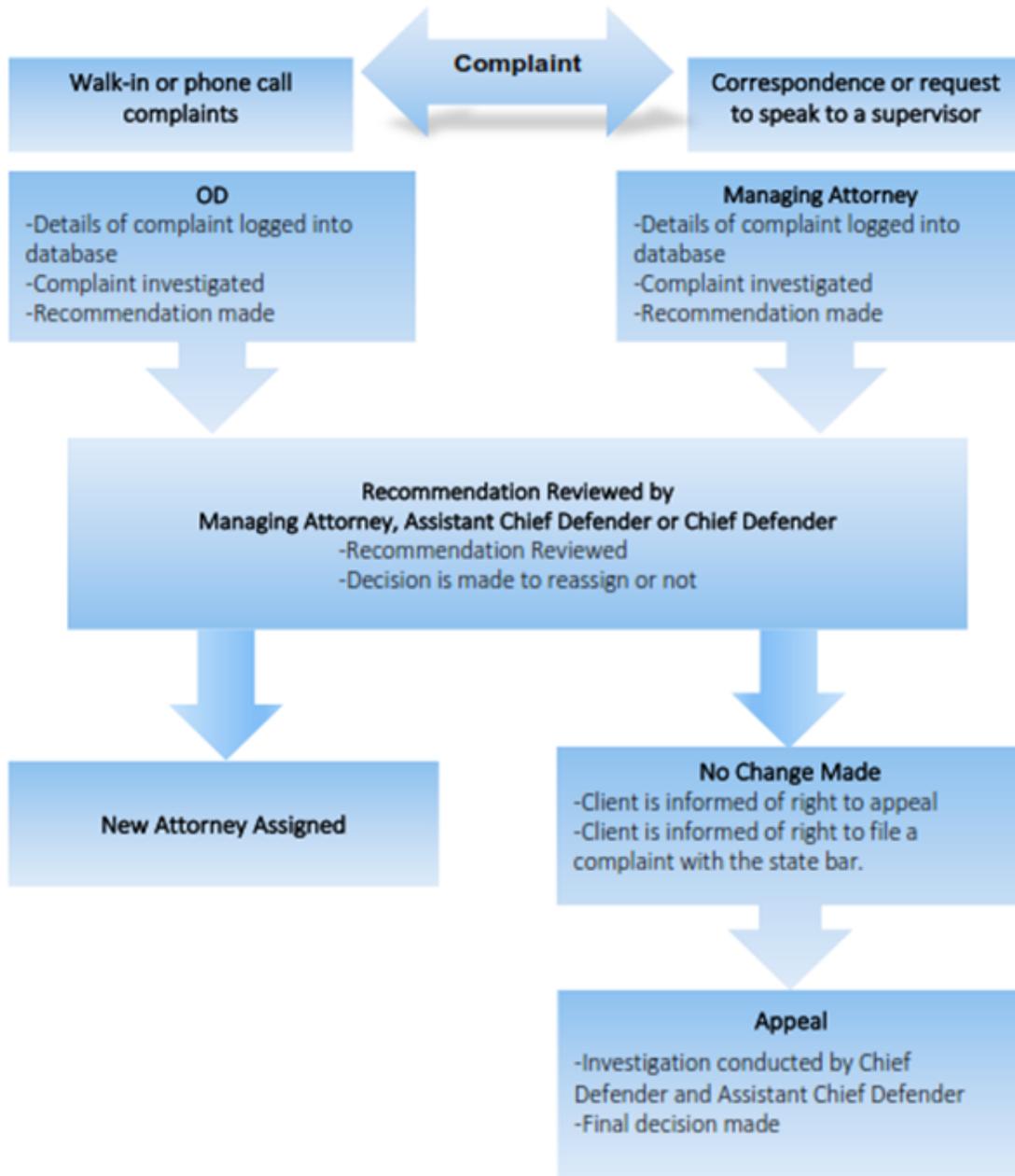
When clients have complaints, their first point of contact is usually the Officer of the Day. The OD will discuss and review any complaints with the clients and attempt to resolve any issues, if possible. Many complaints can be resolved with an open discussion or a simple phone call to the appointed lawyer. A request to speak with the OD's supervisor, if made, is always honored and the Managing Attorney will meet with the client.

When issues cannot be readily resolved, at times, clients will ask for a different attorney to handle their case going forward. The OD reviews the request and provides a recommendation to management. If the OD recommends a new lawyer be appointed, that recommendation is almost always followed, and a replacement attorney will be appointed. If the OD does not believe a different attorney is warranted, then that decision will be reviewed by one of the Managing Attorneys. If the Managing Attorney believes a new attorney is appropriate, then a new lawyer will be assigned to handle the case. If the Managing Attorney does not believe a new attorney should be appointed, then that decision will be reviewed by either the Assistant Chief Defender or the Chief Defender.

Clients are also informed of their right to seek a *Marsden* hearing to have a judge determine whether different counsel should be assigned to their cases. The PDP will always abide by a ruling of the superior court. Further, clients are informed of their right to file a complaint with the California State Bar if they feel such a complaint is warranted.

The County Agreement, in section 4.d.3, sets forth the complaint procedure. A flowchart describing the client complaint process was disseminated to all staff and panel attorneys. The complaint flowchart is found on the next page.

CLIENT COMPLAINT PROCEDURES



If the Assistant Chief Defender or Chief Defender declines to reassign, client will be informed about Marsden motion remedies and the right to pursue a complaint to the California State Bar. Complaint forms will be distributed upon request. The ODs are trained to inform clients that they always have a right to request a Marsden motion at any stage of the proceedings, and clients are uniformly told about the right to a Marsden motion at every stage of the complaint process.

In the fiscal year ending on June 30, 2021, there were 2671 calls to the OD, which fell into the following categories:

INQUIRIES: 2,545

General Inquiries (examples from this fiscal year include):

“How much experience do your lawyers have?”

“Does San Mateo County court allow people to watch court on zoom?”

“Cop’s harassing me, can I file a motion?”

Specific Inquiries (examples from this fiscal year include):

“Can I get my charges expunged?”

“I am out of state and can’t travel because of COVID, can I appear on zoom?”

“I missed a court date, can you help me get a warrant recalled?”

“Somebody told me about something called Humphries, do I have to pay to get my husband out?”

“I hear they are diverting misdemeanors, am I going to face my DUI?”

“My son has psychological problems, can he get mental health diversion?”

COMPLAINTS: 126 total, divided into two broad categories, as follows:

Relationship Issues: 78 (examples from this fiscal year include):

“My case is over and I want my lawyer to give me my discovery.”

“My lawyer doesn’t answer his phone.”

Performance Issues: 48 (examples from this fiscal year include):

“I don’t want my lawyer, I want to get a member of the dream team.”

“I am on the eve of trial and nothing has been done.”

“My lawyer waived time, but I did not want to.”

Managing Attorneys reviewed documentation of each and every inquiry or complaint prepared by the ODs. In each instance of a client complaint to the OD, the attorney involved was notified and asked about the client’s complaint. The OD also reviewed the available court records and PDP client information to determine the appropriate disposition of the complaint.

There were three *Marsden* motions granted by the Court during the year based on the Judge’s assessment that there had been a communications breakdown between the attorney and the client. No *Marsden* motions were granted based on allegations of ineffective assistance of counsel.

Five percent of the total inquiries were complaints, and just two percent raised perceived performance issues. Several of the received phone calls from clients to the OD included praise and thanks for their court-appointed attorney or thanks for the assistance of the OD.

PARAGRAPH 4.d.4: ATTORNEY CASELOADS

Paragraph 4.d.4 of the Agreement between the County and the Association requires a report on the caseloads of PDP lawyers. It states:

The Association and County agree that the number and type of cases for which a lawyer is responsible may impact the quality of representation individual clients receive. While there are many variables to consider, including the seriousness or complexity of each case and the skill and experience of the individual lawyer, useful information might be gathered from an evaluation of the caseloads of Private Defender Program attorneys. To this end, the Private Defender Program shall include the caseloads of each Private Defender Program attorney by types of cases, as well as the average caseloads for the Private Defender Program as a whole in the annual report. . .

Under the Association's Agreement with the County, the PDP is obligated to represent all indigent persons entitled to appointed counsel at public expense. Such representation is not limited to criminal and juvenile cases. The broader range of representation for which the PDP is responsible is described in detail in the Agreement attached as Appendix 1 and below.

Cases are assigned to attorneys based on their ability, training and experience, their availability to appear on the dates set for a particular case, and an assessment of the attorney's current caseload, which is determined from the Program's case management software, as well as discussions with the attorneys. The Office Manager and her staff assign routine adult cases, while the Chief Defender or Assistant Chief Defender reviews each non-routine case to assess the level of seriousness and complexity and makes the assignment to a qualified attorney.

All of the cases that come to the Private Defender Program Juvenile Office are reviewed by the Managing Attorney, who then assigns them to the individual attorneys. These assignments are based on complexity of the case, the seriousness of the allegations in the petition and the caseload of the attorneys. Great emphasis is given on maintaining continuity of attorney where possible.

Attached as Appendix 5 is a document entitled, "Private Defender Program Case Counts for the Year Ended June 30, 2021."

Attached as Appendix 6 is a chart reflecting the number and types of cases that each attorney on the Private Defendant Panel was assigned during the fiscal year ending June 30, 2021. The case type corresponds to the case types defined in Section 2 of the Agreement, which is attached as Appendix 1.

A summary of the case types precedes the figures in Appendix 6. Appendix 6 includes information in columns and rows in addition to the Types A, B, C, and E. Specifically, the last column labeled "Type X" reflects services Private Defender Program attorneys provide and for which they are compensated, but which are not individual cases. A complete description of the

services set forth in the column labeled “Type X” is in Paragraph 1 of the Agreement, attached as Appendix 1, labeled “Services.”

Also included is a row labeled “Attorney Unassigned,” which encompasses a wide variety of cases. For example, it applies to cases in which an attorney is assigned, and the defendant thereafter fails to appear. If the client returns to court within sixty (60) days of the failure to appear, then the previously assigned attorney is expected to resume representation of the client and no additional case fee may be billed. The category also includes cases that were arraigned and for which the Private Defender Program had been appointed, but which had not been assigned to an attorney or which were in the process of being re-assigned to an attorney as of June 30, 2020. The “Ancillary Services” row of Appendix 6 corresponds to Paragraph 12 of the Agreement (attached as Appendix 1) and encompasses cases in which the court appoints the PDP to provide services, such as investigation and expert consultation, to defendants who are represented by private counsel but do not have sufficient funds for the ancillary services. Finally, the “Stanford Clinic” row refers to cases to which the PDP was appointed and which were assigned to Stanford Law School students, who were mentored by Private Defender Program attorneys, and advised by Stanford professors Ronald Tyler and Suzanne Luban. (See below for more information about the relationship between the PDP and the Stanford Criminal Law Clinic.)

Even with the inclusion of these additional categories, Appendix 6 underrepresents the quantity of work that the Private Defender Program provides to the indigent community: the chart reflects only those cases that were arraigned during the fiscal year of July 1, 2020 to June 30, 2021, and does not include continuing cases which were arraigned before July 1, 2020.

PARAGRAPH 4.d.5: INITIAL CLIENT MEETINGS

Both the County and the Private Defender Program recognize that meeting with a client early in their case is important “in order to obtain information necessary to provide quality representation in the early stages of the case and to provide the client with information concerning the lawyer’s representation and the course criminal cases take in the San Mateo County Superior Court.” (Agreement, paragraph 4.d.5.) In light of this recognition, Paragraph 4.d.5 of the Agreement with the County requires a report annually on the subject of attorneys’ initial meetings with their clients. Initial visits with in-custody clients after appointment and before the next court appearance are a requirement specifically set forth in the Practice and Procedure Manual of the Private Defender Program.

The Agreement requires a report regarding the annual results derived from the system by which the Private Defender Program “monitors the occurrence of early interviews of incarcerated clients, taking into account the factors that affect the ability of Private Defender Program lawyers to make early jail visits, including but not limited to the number of days between arraignment and the next court appearance and the speed of assignment of cases to individual lawyers.”

The PDP administration employs a variety of methods to monitor whether and how far in advance of the first post-arraignment court appearance PDP attorneys are visiting their in-custody clients. These include reviewing the billing records of special fee cases, observation of attorneys at

court appearances, court complaints, client complaints, and information the attorneys provide on their responses to the Annual Survey, a copy of which is provided in Appendix 4. The PDP administration is working to develop a more automated crosscheck through its software system for all cases, including non-special fee cases.

In this fiscal year, PDP attorneys representing in-custody clients reported meeting with their clients before the initial substantive court appearance an average of 99% of the time or more. PDP attorneys also reported that they attempted to contact their non-custodial clients via letter to the address supplied on the criminal complaint, or by telephone at the number provided by the client to the arraignment calendar attorney. In addition, the attorneys tried to return calls to the number provided by clients to the PDP administration when those clients called to get the name of the attorney assigned to their case(s).

PARAGRAPH 4.d.6: COMMUNITY OUTREACH

In recognition and acknowledgment of “the significant impact that the criminal justice system has on our community,” Paragraph 4.d.6 of the Agreement between the County and the Association calls for a report on the Community Outreach efforts of the Private Defender Program during the fiscal year. Both the juvenile and adult panels participated in significant community outreach this fiscal year, across a broad range of areas.

Over the last year, the Private Defender Program has been building on its relationships with community organizations. While it has been slowed by the ongoing COVID-19 pandemic, the PDP is proud of the work that it has been doing in the community.

Expungements and Record Clearance

The PDP is proud to provide record clearance services to the low-income people of our community. While some former clients will contact their PDP attorney to assist with expungements, the PDP maintains its officer of the day to assist callers, whether or not they were a prior PDP client. In FY 2020 - 21 the PDP assigned 381 cases for record clearance.

Live expungement events with the PDP have been on hold due to the pandemic, but the PDP is excited for a future where we can again meet with people in person and work with partner organizations to reach the greatest number of people.

Meetings with Community Organizations

San Mateo County Coalition for Immigrants Rights

During the last year, the PDP has had several virtual meetings with the San Mateo County Coalition for Immigrant Rights ("SMCCIR"). SMCCIR, founded in 2008, advocates for the rights of immigrants in the immigration and criminal legal systems. These meetings provide a valuable conversation with the PDP providing and receiving information about our immigrant clients. The PDP is

proud to be a partner with this organization which does tremendous work in our community defending the rights of immigrants.

ACLU North Peninsula

The ACLU is synonymous with civil rights, and the PDP over the last year has been working to tighten its relationship with ACLU's North Peninsula ("ACLU-NP") chapter. In meetings between the PDP and the ACLU-NP both sides can talk about conditions and issues our clients face.

Silicon Valley De-Bug/San Mateo County Participatory Defense

The Private Defender Program has been growing its relationship with Silicon Valley DeBug's San Mateo County Participatory Defense ("De-Bug"). De-Bug attends court hearings and is a great voice for the community and people who feel disenfranchised and intimidated by the criminal justice system. In regular meetings the PDP can hear the concerns of De-Bug and the people both organizations serve and work together on solutions. Part of that has been through community outreach.

During the last year the PDP has been invited by De-Bug to present at two community meetings. Both meetings were virtual, due to COVID-19, but both were productive. Spanish interpretation was provided by the PDP. The first community meeting was a "Know Your Rights" seminar for community members. Managing Attorney, Scott Sherman, presented to community members and answered questions related to interactions with law enforcement, including the local police and ICE. The second community meeting was to "Meet the Private Defender Program." De-Bug had found that people were unsure about how the PDP's model worked. Chief Defender Lisa Maguire, and Managing Attorney, Scott Sherman, presented to community members about who management of the PDP is, who the PDP panel attorneys are, and the support available to those attorneys and their clients such as experts and investigators. Chief Defender Maguire also answered many of the questions and concerns of attendees.

The PDP is hopeful that these meetings will improve its reach in the community and build an understanding of the excellent services provided by the PDP.

PDP Supports Local Law Schools

Stanford University School of Law - Criminal Defense Clinic

In 2010, the PDP entered into a relationship with the Stanford University School of Law's Criminal Defense Clinic. The PDP assists Professors Ron Tyler and Suzanne Luban with selecting cases which are appropriate for their students, and provides PDP panel attorneys to mentor their students. The panel attorneys who act as mentors inform the students about the process and assist the students and professors by informing the students about the day-to-day practice of indigent defense, informing the students about the practice of law in the San Mateo County Superior Court, and advising on caselaw and strategy. The experience is rewarding for the students and the attorney mentors.

UC Hastings School of Law – Individual Representation Clinic

The PDP has for several years assisted the UC Hastings Individual Representation Clinic ("IRC"). The IRC places students as lead attorneys in clients' cases, with faculty providing support. In

the fall those students represent people trying to clear their criminal records. The PDP assists by screening cases for the IRC, providing assistance as requested by students, and by having a PDP staff attorney guest-lecture a class related to fines and fees and expungements. Last year the class was taught via Zoom, but it is hoped that they will be back in person in coming years. The class is an opportunity to explain to students the procedures and intricacies of San Mateo County Superior Court and to explain how the PDP can be of assistance to those students.

The PDP is proud to be associated with these prestigious institutions and to play a part in educating future attorneys.

PARAGRAPH 4.d.7: CLIENT SURVEYS

In a further attempt to monitor client relations, and at the request of the Board of Supervisors, the PDP administration began sending out client surveys in November of 2013. The clients who receive the surveys are selected at random from recently closed cases. The surveys are mailed, in Spanish and English, along with self-addressed stamped envelopes, in the hopes of facilitating a prompt return of the surveys. The surveys are also available on the PDP website, in Spanish and English, and are available at the PDP Offices in the lobby.

The survey asks seven questions and invites expanded explanations of answers, as well as seeks any additional comments that the clients may wish to offer. The questions are crafted to determine if the clients felt that they had adequate opportunity to communicate meaningfully with their lawyers, and to determine if the clients believed that they received quality representation.

The questions that address whether or not there was sufficient opportunity to communicate with counsel include:

“Did your attorney return phone calls?”

“Did you have a chance to meet with the attorney before the first court appearance?”

“Did you have enough time with your attorney to discuss your case?”

“Did your attorney explain sufficiently what was going on with your case?”

The questions that address adequacy of representation include:

“Did your attorney appear to be prepared in court?”

“Was your attorney on time for meetings with you?”

“Were you satisfied with the overall representation of your attorney?”

Surveys are also available in the Juvenile Court lobby. Each survey has a stamped envelope, addressed to the PDP Office, to facilitate the return of responses. Note that client surveys are not mailed directly to juvenile clients in light of the confidentiality issues and the restrictions set forth in Welfare & Institutions Code, section 827 related to that client base.

The PDP administration sent out a total of 426 surveys during the fiscal year ending June 30, 2021, receiving 35 replies, 33 of which were positive. The 8.2% return rate is higher than in previous years, and we continue to hope for an even greater result. In terms of the response rate, a continuing issue with the surveys sent out in the mail is related to the transient nature of our client base. We are, however, pleased to report that of the responses received, 94% of the clients were happy with the performance of their attorneys.

STRONG ADVOCACY

This last fiscal year was full of challenges brought on by the continuing Covid-19 pandemic, and the impacts were significant in the criminal justice arena. Even under these adverse circumstances, the attorneys on the Private Defender Panel tried numerous cases to successful results. We are proud to share the details of some notable advocacy by our panel members, and with our new ability to track trial outcomes, we are now able to share these statistics below.

Trial Statistics

FY 2020-21 was a successful year for panel attorneys. Adult Division attorneys reported 56 cases were sent out for trial, despite the COVID-19 pandemic. The PDP attorneys valiantly represented their clients and were successful even in the face of COVID-19 obstacles. Courtrooms were not set up in their normal fashion. Jury selection occurred at the San Mateo County Event Center. Everyone was masked and required to comply with social distance requirements. Jury boxes housed the prosecution attorneys and the defense. The opposing sides of the jury box were separated by plexiglass. Plexiglass also was on the witness stand, so the witness could remove their mask to allow the jury to see the witness's face. The jury was scattered around the room at tables typically reserved for plaintiffs and defendants, and amongst the seats typically reserved for the public. PDP panel attorneys persevered and thrived.

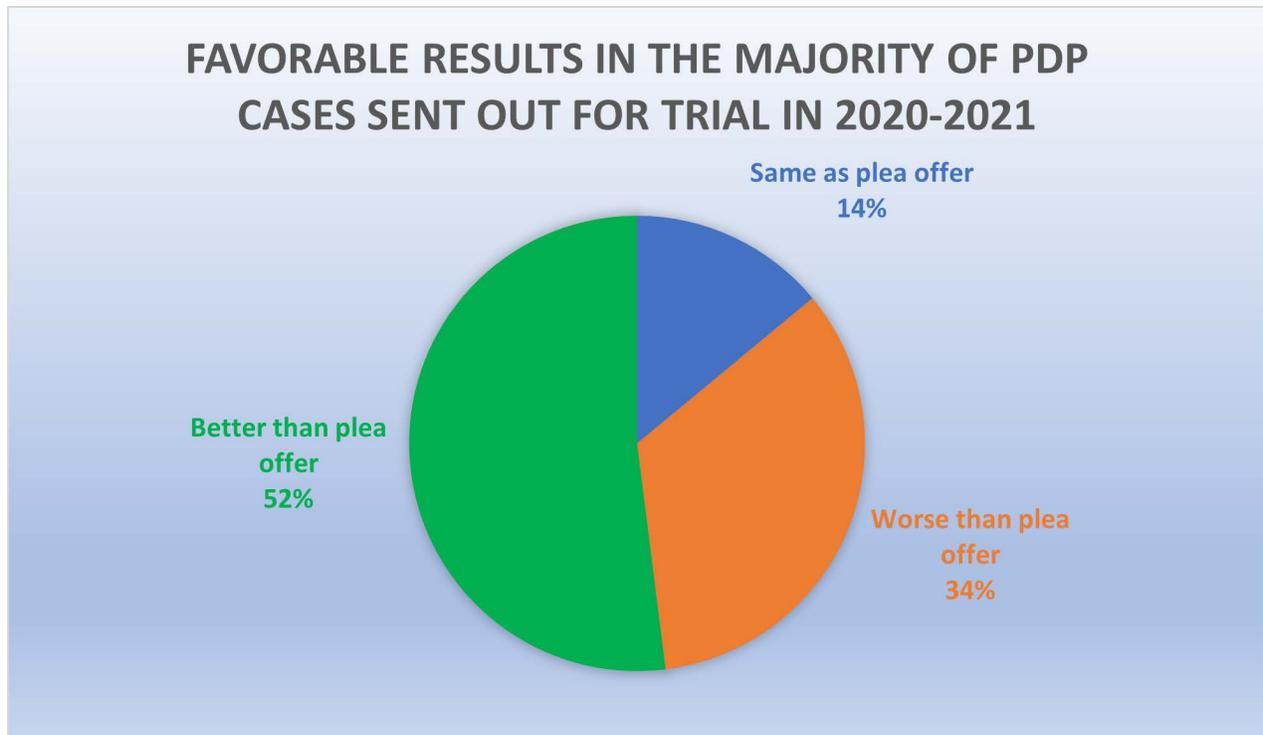
- 33 attorneys on the Adult Panel had a case sent out for trial – 32 jury, 1 bench
- 8 of the attorneys on the Adult Panel had multiple cases sent out for trial
- 5 attorneys on the Adult Panel had 3 or more cases sent out for jury trials

Of the total PDP cases sent out for trial there were:

- 25 misdemeanor trials
- 2 competency trials
- 29 felony trials

The results of cases sent out for trial were strong, with 66% of PDP cases that were sent out resulting in an outcome that was the same or better than the initial pretrial offer.

52% (29) reported a better outcome after being sent out from trial, than the plea offer.
14% (8) reported the same outcome after being sent out for trial, than the plea offer.
34% (19) reported a worse outcome after being sent out for trial than the plea offer.



Jury Trials in The Time of Covid-19 *By Kirsten Keith*



2020 was a year of challenges that we have never known before and our court system had to rise to the occasion to keep us as safe as possible while not violating our constitutionally guaranteed rights, including the right to a speedy trial.

On March 4, 2020, Governor Newsom declared a state of emergency in California due to Covid- 19, which was followed on March 13, 2020, by President Trump declaring a national emergency. Beginning on March 16, 2020, California counties began issuing stay-at-home orders. On March 19, 2020, Governor Newsom issued an Executive Order demanding that all Californians stay home, subject to certain limited exemptions. Courts were included in this exemption. Schools were closed statewide. At that time, there was no known cure or vaccination for Covid-19. On March 23, 2020, a Statewide Order by Honorable Tani G. Cantil-Sakauye, Chief Justice of California, suspended all jury trials for a period of sixty days. Courts were only allowed to conduct trials at an earlier date, upon a finding of good cause shown or using remote technology, when appropriate.

It was under these circumstances that I found myself going to trial for the first time during Covid-19 for my client who I was appointed to represent in July, 2020 on a time not waived case. Her horrible judicial odyssey began in November 2016 and did not end until San Mateo County jurors found her not guilty of all charges on August 27, 2020. My client is a black woman and the Black Lives Matter Protests were erupting across the country. George Floyd was murdered by police in Minneapolis on May 25, 2020, just three months earlier. My client had also been treated atrociously at the hands of police and it was all on body cam videos. Emotions were raw.

We were sent out to jury trial on August 17, 2020. Pre-Covid, all jurors reported to the jury room in the basement. Things were different now. I remember arriving at the Hall of Justice feeling nervous about the health situation and whether or not it was a good idea to go to trial in the middle of a pandemic. I remember seeing the jurors lined up outside around the building and court staff using a bullhorn to communicate with them. They were masked and waiting to go through a white tent to have their temperatures taken before being allowed into the building.

Everything seemed odd and out of sorts.

We were told to report to courtroom 2M on August 21, 2020 to start picking jurors. Courtroom 2M was the only courtroom in the courthouse large enough to allow potential jurors to properly socially distance from each other. Jurors not in the courtroom were in the basement socially distanced, listening and watching yet another zoom meeting of everything that was happening in Courtroom 2M. The Judge would periodically ask them to raise their hands to confirm that they could hear us. Needless to say, it was all very strange. I kept thinking that it felt like a bad sci-fi movie but this was actually our new reality.

(Continued on next page)

Inside the courtroom, everything was different for us. I was now seated in the jury box with my client spaced six feet away from and behind me. The prosecution was also seated in the jury box with his investigating officer seated six feet from him. There was a short plexiglass screen dividing us from the prosecution. The jurors were seated at the counsel table and in the audience gallery. There weren't many of them inside 2M as all were spaced apart, with mostly empty chairs. There were numbers for jurors 1 through 18, but you couldn't read the numbers because they were blocked by the juror's heads. During a later trial, the judge granted my request to have all jurors move one chair to the right so that their numbers were actually visible, and we would know who they were.

After we picked the jury, we moved to a smaller courtroom, where once again the same seating arrangement was set up. We no longer had a desk and had to do everything on our laps. It was very difficult for the jurors to hear because the only speakers in the court room were in the jury box and everyone, including the witnesses, wore masks at all times. This made it extremely challenging to evaluate the credibility of witnesses, as all you could see were their eyes.

My client felt alone as there was no room for any of her family members to be in the courtroom to provide emotional support for her and to show the jurors that she had people who cared about her. The court allowed a call-in line for listeners, but they had to make a request the day before to have access to the call-in line. Even if they had access, I was informed that the sound was garbled or too low and that it was just too hard to hear everything.

After closing arguments, everyone left the courtroom and the jurors were sequestered there to deliberate, instead of in a smaller jury room which was no longer safe. They were told not to go behind the clerk's or judge's desk, nor use the phone, nor read any of the legal reference books in the courtroom.

When the jurors came back with verdicts of not guilty on all counts, I turned around to face my client and we elbow bumped each other and started to cry. She later told me she really wanted to hug me but couldn't because of Covid-19. It was an extremely emotionally draining moment for us. A few of the jurors remained in the hallway to speak with me after the case was completed. They expressed how horrified they were at what had been presented as evidence. One of them told me the videos were so disturbing that she wasn't sure if she could handle the case.

I watched the movie *Shawshank Redemption* again recently and reflected on how absolutely important the work we do to defend and fight for our clients every day is. I called my client as the credits rolled, just to say hello and see how she is doing. She is still suffering from the horrible repercussions of being accused of a crime. She lost her real estate license because of the charges brought against her. That was her only source of income, However, she persists. The trial system we currently have may not be perfect, but nevertheless, we work to ensure that trials continue and that our client's rights are protected to the fullest extent of the law.

Bail Reform, Law, And Practice

*By Lana M. Kreidie, Assistant Managing Attorney
with Contributions From Marsanne Weese, Esq.*



Lana Kreidie



Marsanne Weese

Bail is a key to freedom for the accused who have not yet been proven to be guilty of any crime. Private Defender panel member Marsanne Weese has been active at both the trial and appellate level in addressing bail inequities in our County. She described the value of this freedom: “Affordable bail gives me hope that clients would be out of custody. Clients that are out of custody can assist me more in their legal defense. It is easier to speak with them. It is easier for them to obtain documents that I may need. It is easier for them to review the discovery to assist me with their defense...being out of custody is necessary for a good defense.”

Naturally, there is a balancing needed between the concern for public safety and the right to bail or release pending trial. Here in California, this balancing was addressed in Article 1, Sections 12 and 28 of the California Constitution. Article 1, Section 12 prohibits excessive bail and requires release on bail, with very limited exceptions for crimes deemed particularly violent, where the State can prove by clear and convincing evidence that the person would present a substantial likelihood of causing great bodily harm if released. Section 12 also grants the court discretion to release individuals without requiring any bail and provides guidance to Courts when they are deciding the amount of bail, charging the courts with considering the seriousness of the offense charged, the previous criminal record of the defendant, and the probability of his or her appearing at the trial or hearing of the case. Article 1 Section 28 informs these standards by giving voice to community members who reported being victims of the alleged crime.

Regardless of this clear Constitutional guidance, bail amounts have been set so high as to be largely unaffordable for many of the clients we serve, disproportionately impacting people of color and people who could not afford bail.

Our communities want to eliminate these inequities and reclaim the right to affordable bail while safeguarding public safety. They understand that people accused of a crime are human beings with a story, a life, a home, and a family. Most of these people do not present the substantial risk required for a denial of bail under the CA Constitution. Unjustified pretrial incarceration, based only on an inability to pay damages the individuals, their families and society at large. But when the accused are out of custody, Ms. Weese explains, they can “work on their challenges, attend therapy or classes, in a healthy setting; they can continue to have relationships with their loved ones and can continue working to support their families. Their income is so important to putting food on the table, to providing medical care, to prevent loss of their home. And they can assist with their defense in a meaningful way.”

(Continued on next page)

To accomplish this, justice partners across the state, including the attorneys on the PDP panel, have rolled up their sleeves and advocated for a more equitable balance between the right to be free of excessive bail and public safety. Ms. Weese explains, “It’s not just about trying to protect constitutional rights, it’s about changing a culture.” And on March 25, 2021, the California Supreme Court agreed in a published opinion, *In re Humphrey*, the Court held:

The common practice of conditioning freedom solely on whether an arrestee can afford bail is unconstitutional. Other conditions of release —such as electronic monitoring, regular check-ins with a pretrial case manager, community housing or shelter, and drug and alcohol treatment —can in many cases protect public and victim safety as well as assure the arrestee’s appearance at trial. What we hold is that where a financial condition is nonetheless necessary, the court must consider the arrestee’s ability to pay the stated amount of bail —and may not effectively detain the arrestee “solely because” the arrestee “lacked the resources” to post bail.

When the California Supreme Court speaks, everyone stops, listens and adjusts. We at the Private Defender Program have participated in the effort to change the practice of excessive bail, with Ms. Weese at the forefront of the efforts to reform bail practice through advocacy in the trial and appellate courts. Ms. Weese has brought several trial court bail motions and has raised significant legal issues affecting bail law and procedure in the appellate courts. At the trial court level, a scientific risk assessment is now used to assist courts with the question of whether release without bail can be achieved. Bail amounts have also been adjusted and defense attorneys provide the court with a broad range of options in an effort to avoid the setting of excessive bail. Ms. Weese describes: “I’ve had to look at the individual when I bring a bail motion. I have been presenting alternatives to bail or filing motions to reduce bail that present my client’s financial conditions. I have been setting up GPS monitoring for clients, or looking for therapy or getting letters from the client’s job so the court can release them on alternative measures to bail or consider the client’s financial condition when setting a bail amount.”

However, even with these efforts, challenges remain. Now that *Humphrey* has disapproved the setting of unaffordable bail, the defense bar reports a post-*Humphrey* rise in an outright denial of bail. In the same way that public safety concerns fueled excessive bail, public safety concerns are now fueling an increase in complete denial of bail.

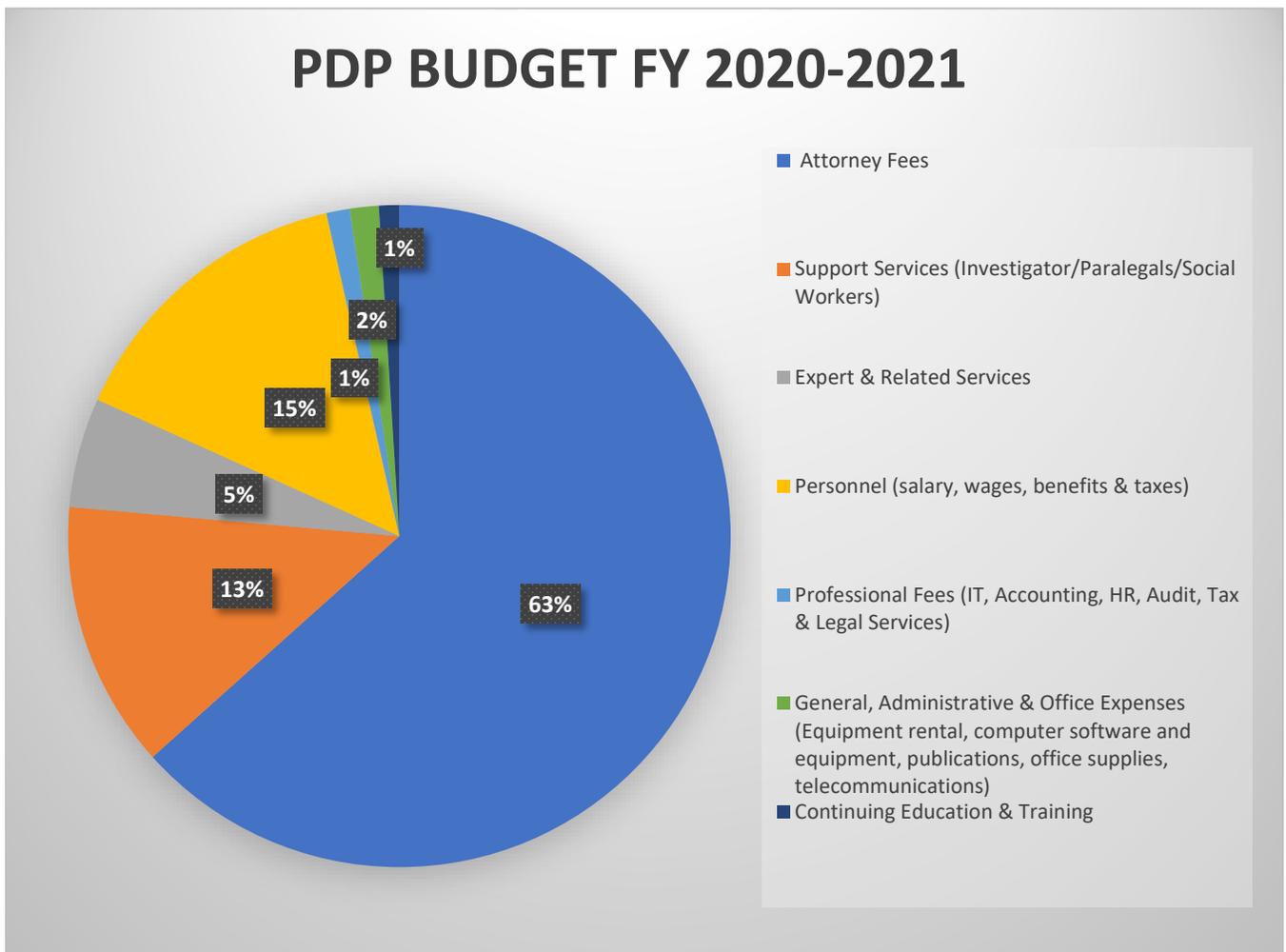
This reported shift to a more frequent denial of bail despite the *Humphrey* decision demonstrates that the reform efforts have just begun. Ms. Weese explains that changing practice doesn’t stop with motions in the Superior Courts. Pre-trial appellate advocacy will be important, as it was in the *Humphrey* case.

Private Defenders have been and must continue to do the work of reforming this culture day in and day out.

PARAGRAPH 4.d.8: ANNUAL BUDGET

Paragraph 4.d.8 of the Agreement requires that the Annual Report “include the annual budget of the program, setting forth the costs of the operation of the program for the year, including fees for attorney’s services, investigation and other ancillary defense services as well as the cost of administration.”

Appendix 7 presents the Private Defender Program budget including an agreement with the Superior Court County of San Mateo for the fiscal year ending June 30, 2021. The PDP, pursuant to the agreement with San Mateo County, managed a budget of \$19,468,800, broken down as shown in the chart below:



PDP TOY DRIVE

Members of the PDP generously donated enough money to purchase holiday gifts for the children of six different families struggling to make ends meet. Each of the children were able to make a wish list and through the combined efforts of our lawyers and investigators, each wish was granted. In addition to clothes, sporting goods, toys and video games, each family received a generous Target gift card for the parents to use at their discretion. I have no doubt that it meant the world to those children to receive a little something special during such difficult times.



THE WOODMAN AWARD

Mitri Hanania

Each year at the San Mateo County Bar Association's Installation of Officers event, the PDP specially recognizes one of its own members with the Dennis L. Woodman Memorial award, which is presented to a PDP lawyer who "heedless of opposition and with ceaseless determination fights for those whose liberty or lives are in peril." Nominations are sought from the PDP panel attorneys and the PDP Committee then selects the award recipient. The value of the award is all the greater because it is chosen by one's peers. Members of the PDP committee and the PDP staff are ineligible for the award.

This year Managing Attorney, Scott Sherman, presented the award to Mitri Hanania. Mitri has been a PDP attorney for over 20 years. His heart, compassion, devotion and dedication to all of his clients is inspiring. He is a resource for all PDP attorneys and is always generous with his time, knowledge and expertise. Mitri is respected, not just by the defense bar, but by the entire criminal justice system, including prosecutors, judges, court personnel and literally everyone he encounters. As one PDP lawyer succinctly states, "He is a good, decent, loving, compassionate, extremely intelligent and genuinely humble person who does good in the world." Mitri is an outstanding choice to receive this prestigious award.



PDP PICNIC

The Private Defender Program is proud that after more than a year in pandemic restrictions we were able to gather together with our lawyers, investigators, staff, and their families for a picnic in Red Morton Park in Redwood City. During the pandemic our teams of defenders have continued to fight for the rights of the accused and to ensure that those people are treated fairly.



CONCLUSION

We hope that this Annual Report provides a comprehensive overview of the exciting year of growth and change for the PDP over the last fiscal year. Thanks to Renee Berenson for helping with the assembly of the Annual Report, and to Eric Liberman (Assistant Chief Defender), L. Scott Sherman (Managing Attorney), Ron Rayes (Managing Attorney) and Lana Kreidie (Assistant Managing Attorney) for their help in collecting information and for drafting parts of this report.

Thank you to the SMCBA Board of Directors, as well as the County of San Mateo for their continuing support of our program.

Respectfully submitted,

Lisa M. Maguire

Lisa Maguire
Chief Defender

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE San Mateo
COUNTY BAR ASSOCIATION**

THIS AGREEMENT, made and entered into this 25 day of June 2019, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, (hereinafter "County") and the SAN MATEO COUNTY BAR ASSOCIATION, a corporation, (hereinafter, "Association");

WHEREAS, it is the desire of both the County and the Association (collectively, the "Parties") to continue to provide appropriate and competent legal services to financially eligible persons accused of crime in San Mateo County, to those who are subject to the delinquency laws of the Juvenile Court, and to all those entitled to the services of court-appointed counsel in other proceedings;

WHEREAS, the Association is qualified to provide such legal services and representation through its Private Defender Program, subject to the authority of the courts to appoint counsel in certain cases;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the Association agrees to furnish such legal services through its Private Defender Program ("PDP"), and the County agrees to pay to the Association certain sums therefore upon the following terms and conditions:

1. SERVICES

The Association will provide qualified attorneys for acceptance of appointment as counsel for all financially eligible persons entitled to court-appointed counsel as a matter of law in the Superior Court of San Mateo County. The Association will provide such representation in criminal cases, juvenile delinquency cases, mental health cases, civil and miscellaneous cases as more fully described in Section 2 of this Agreement and Fee Schedule detail in **APPENDIX B**. As part of such representation, the Association shall provide attorneys to appear at all arraignment calendars, all specialty courts, juvenile court detention calendars, review calendars, '602' placement calendars, and as requested by the Superior Court of San Mateo County. As to the cases described in Section 2 of this Agreement, and Fee Schedule detail in **APPENDIX B**, the Association will provide necessary and appropriate ancillary services such as investigators, experts and other forensic services, the expense of which is not otherwise provided for by law. The Association shall also employ appropriate staff as may be required to fulfill its obligations under this Agreement.

The Association agrees and understands that the services performed under this Agreement, whether by the Association, investigators or the attorneys providing the representation described herein, are performed as an independent contractor and not as an employee of the County, and that neither the Association nor any members, investigators or attorneys performing hereunder acquires any of the rights, privileges, powers, or advantages of County employees.

2. CASE TYPES

For the purposes of this Agreement, a “case” shall be defined as follows: The representation of one person on one accusatory pleading. Multiple charges against a defendant in one accusatory pleading shall not prevent designation of a matter as a single case. If a single defendant is accused in more than one accusatory pleading, each separate pleading shall constitute a separate case. If multiple defendants are charged in a single accusatory pleading, it shall be considered that there are as many cases as there are defendants. Matters involving trial competency pursuant to Penal Code section 1367 *et seq.*, certified from the Municipal Court to the Superior Court, shall be deemed a separate case in each court. Any other proceeding instituted after sentence, or after the Private Defender Program has been relieved by the Court, and requiring appointment of counsel, shall be treated as one additional case.

- a. **“TYPE A” CASE** is generally described as a single Superior Court matter involving one accusatory pleading including an indictment, information, or certification under Penal Code section 859(a). It also includes the matters described in greater detail in **APPENDIX A**, attached hereto and incorporated by reference as though fully set forth herein.
- b. **“TYPE B” CASE** is generally described as a single Municipal Court matter involving one complaint or accusatory pleading, alleging a misdemeanor or a felony, and shall further be defined as a single court matter involving a petition, certification, or other Municipal or Superior Court proceeding, including but not limited to the matters described in greater detail in **APPENDIX A**, attached hereto and incorporated by reference as though fully set forth herein.
- c. **“TYPE C” CASE** is generally described as any case initiated pursuant to the Lanterman-Petris-Short Act or the Developmental Disability laws set forth in the California Welfare and Institutions Code.
- d. **“TYPE E” CASE** is defined as any matter in the Juvenile Court brought pursuant to the juvenile delinquency statutes of the State of California, including but not limited to those set forth in Welfare and Institutions Code section 602 *et seq.*

If, during the term of this Agreement, the Legislature enacts any law, or a court decision is rendered which has the effect of changing the definition of a “Type” as defined in this Section above, the County and the Association agree to continue to define the case as set forth in this Agreement.

3. COMPENSATION

The Compensation pursuant to this Agreement covers fixed-quarterly payments for two years, through June 30, 2021, and is renewable for an additional period of two years if

the parties mutually agree, subject to the parties' Termination and Transition Services obligations as set forth in Section 6 herein. Both the County and the Association acknowledge uncertainty about the effect that significant increases or decreases in case appointments, the number and nature of murder and other Special Litigation (defined below in this Section below) case appointments, legislation, court decisions, or actions of other agencies could have on the ability of the parties to perform under the terms of the Agreement. The County and the Association agree to meet, at the request of either party, to discuss any such concern at the earliest possible time so as to determine whether changes in the terms of the Agreement are necessary. The Parties estimated the amount of the funds, as set forth below, and the Parties acknowledged the uncertainty of increases and/or decreases of case appointments that may affect the amount actually spent within the requirements of this Agreement. To that end, in the event that any funds advanced to the Association for the performance of Services remains unspent at the end of each fiscal year, the Association shall notify the County with an estimate of unspent balance within forty (40) days of the close of the fiscal year, and with a final amount of unspent balance within 120 days of the close of the fiscal year. The parties agree that the Association shall make a good faith effort to maintain a reserve fund. The parties acknowledge that a minimum reserve level of 10 percent (10%) should be maintained by the Association for a program of this size and complexity. When the Association notifies the County of any unspent funds, the Association shall identify the amount the Association retains as reserve. The Association agrees that any unspent balance, not including a mutually agreed upon amount for reserves, will either be (1) returned to the County, or (2) applied to the remaining fixed payments as set forth below, at the County's sole election; however, in all cases any unspent funds will be applied to remaining payments set forth below until there is an agreement on compensation as outlined in (c) below.

In consideration for the Association's performance of the obligations set forth herein, and subject to the Association's satisfaction of its financial reporting obligations as set forth in Section 4, below, the County agrees to pay the Association the following:

- a. Costs will be based upon the actual amount paid by the Association for representation of PDP clients on all types of cases and services provided pursuant to this Agreement based upon the Fee Schedule which is attached hereto as **APPENDIX B**, plus any actual administrative overhead costs incurred that are not included in **APPENDIX B**. In no event shall the total amount paid to the Association exceed the total sum of \$18,720,000 for services provided during fiscal year 2019-2020, or \$19,468,800 for services provided during fiscal year 2020-2021.
- b. Except as specified in this Section below, the above-stated amount of compensation shall include all services for court appointments defined under Section 2, **CASE TYPES**, and for **SPECIAL LITIGATION CASES**, defined in this Section below, made during the period of the Agreement. An appointment shall be deemed made within the meaning of this Agreement on the date on which the Private Defender Program is first appointed.

- c. The Association shall be responsible for the complete representation of all persons for whom appointment was made under Section 2 during the period of this Agreement. Complete representation shall include provision of all services under the terms of this Agreement until a new appointment is authorized by the terms of Section 2.
- d. **A SPECIAL LITIGATION CASE** is a case involving multiple charges, unusually complex issues of law or facts, novel issues of law requiring complex motions or writs, or which requires extraordinary demands upon an attorney's time and efforts and skill. Special Litigation cases are primarily cases involving a homicide, attempted homicide, or cases providing for a sentence of life imprisonment. They also include proceedings pursuant to the Sexually Violent Predators Act (California Welfare and Institutions Code section 6600 *et seq.*), proceedings to extend the commitments of Mentally Disordered Offenders (California Penal Code section 2962 *et seq.*), and proceedings to extend the commitments of persons found Not Guilty by reason of Insanity (California Penal Code section 1026.5). Private Defender Program lawyers are compensated on an hourly basis for such cases, at the rates set forth in the Fee Schedule established by the Association.
- e. The payments set forth in this Section above, are based on a calculation of the anticipated caseload for each type of case. The rates for each type of case, for the term of this Agreement, are set forth in detail in APPENDIX B, attached hereto and incorporated by reference as though fully set forth herein.
- f. **Exclusion for Certain Cases.** Any case that is prosecuted by the Office of the Attorney General of California, or any case in which an attorney is appointed pursuant to the provisions of *Harris v. Superior Court* (1977) 19 Cal.3d 786, 140 Cal.Rptr. 318, shall not be included within the terms of this Agreement, but may at the County's option, be the subject of a separate agreement for representation. Notice of any known Motion pursuant to *Harris* above, shall be immediately forwarded to the County by the Private Defender Program. Any case in which a privately retained attorney seeks court appointment through the Private Defender Program, shall not be included within the terms of this Agreement unless the Chief Defender of the Private Defender Program shall approve. In the event that the Chief Defender intends not to approve, he or she shall notify the County immediately. Without the Chief Defender's approval, the County has no obligation to compensate the Association for such cases, nor does the Association have an obligation to compensate such attorneys. Such attorneys must apply directly to the appointing court for compensation pursuant to Sections 987.2(a) and 987.3 of the California Penal Code.
- g. **Exclusion for Penal Code 987.9.** In the event that Section 987.9 of the California Penal Code (concerning funds for investigators, experts, and other ancillary services in death penalty cases) is modified, repealed or superseded during the term of this Agreement, any case expense currently reimbursable by

the State of California which is transferred to the County due to such Section 987.9 being modified, repealed or superseded is not included in the terms of this Agreement, and shall be reimbursed separately and in addition thereto.

4. ADDITIONAL OBLIGATIONS

In addition to the Services set forth in Section 1 herein, the Association and the County expressly agree to the following duties and obligations:

a. PDP POLICIES AND PROCEDURES

1. The Association shall maintain and document accounting policies and procedures for the PDP, which shall be designed to ensure that segregation of duties, proper reviews and approvals, financial analyses, monitoring by management, and other internal controls are followed. The Association's management shall ensure compliance with these policies and procedures.
2. The Association shall thoroughly review vouchers for accuracy and compliance with documented policies, prior to paying the vouchers. The review and approval procedures performed by PDP personnel shall be documented to ensure the rules are consistently applied and monitored by management to verify that they are being followed.
3. The Association shall maintain and implement policies to ensure that voucher approval duties are segregated from system administration and voucher payment duties. Any deviation from this requirement shall be subject to higher level management review and documentation by the Association.
4. The Association shall properly allocate costs to the PDP. The Association shall develop a methodology to allocate employees' salaries and benefit expenses between PDP and non-PDP activities, which should then be reflected in updated case costs and other estimates used to determine the annual contract amount.
5. The Association shall have the sole responsibility for determining the fees and rates paid to Private Defender Program attorneys for work performed under the terms of this Agreement. The Association shall provide to the County a copy of the current Fee Schedule, setting forth such fees and rates, and shall provide to the County a copy of any modifications to the Fee Schedule within 30 days of adoption by the Association.
6. The Association shall furnish to the County, within 60 days of the end of each quarter of this Agreement, the names of all attorneys who were paid to represent Private Defender Program clients during that quarter.

b. FINANCIAL REPORTING OBLIGATIONS

1. The Association shall provide to the County audited financial statements that include a Statement of Financial Position, Statements of Activities and Changes in Net Assets, and Statement of Cash Flows. The financial statements and Management Letter should be provided to the County no later than December 31 following the fiscal year-end. The Association shall change auditors at least once every five years.
2. The Association agrees to provide detailed reports of actual expenditures incurred for providing indigent legal services to the County no later than December 31 following the fiscal year-end to ensure the annual contract amount is reasonable and supported.
3. Fifteen days (15) after the end of each quarter, the Association shall provide the County with summary and detailed reports on case counts and related costs for the quarterly period immediately preceding the payment date that can be easily verified to source documentation upon request. The following summary and detailed reports shall be provided:
 - Expenditures by Attorney
 - Expenditures per Court Case Number, Case Type and Sub-Type
 - Expenditures by Fee Type
 - Expenditures by Administrative Expense Type
 - Case Count by Type and Sub-Type (with case number details)
 - All fees and costs which are, or may be, subject to reimbursement by the State or Federal governments, or which may be eligible for other than San Mateo County funding
4. The Association understands and agrees that: (1) the County may withhold the next quarterly payment to the Association pursuant to Section 3 above if the Association fails to deliver to the County the financial reports identified in Section 4, or if the financial reports are materially deficient or incomplete; and (2) any delay by the County in making the quarterly payment to the Association pursuant to Section 3 above and 3.f resulting from the Association's failure to timely deliver the reports to the County as required by Section 4 shall not relieve the Association of any of its obligations under this Agreement, including—without limitation—its obligation to provide Services pursuant to Section 1 herein.

c. RECORDS AND AUDITS

1. The Association shall maintain records and accounts during the term of this Agreement and for four years thereafter, and shall observe accepted accounting practices. The Association shall make all statistical and financial records and data relevant to the provisions of this Agreement that are not confidential and are not protected by the attorney-client or work-product privileges, available for inspection and audit by authorized representatives of the County at any reasonable time.

Except as otherwise authorized by California Government Code sections 27707 *et seq.*, nothing herein shall be construed to permit the County to examine the files of assigned counsel pertaining to actual representation of accused persons, and the laws defining the attorney-client privilege and attorney work-product will be strictly construed and observed to protect client confidentiality.

2. The Association shall furnish to the County, within 20 days of the end of each month of each year of this Agreement, a statistical breakdown of the number of cases in each of the categories defined and described in Section 2 herein, to enable the County to evaluate the performance of services under this Agreement.
3. The County shall maintain complete records of all reimbursement to the County, from whatever source, for services provided by the Association pursuant to the terms of this Agreement. The County shall furnish to the Association, upon request, information regarding the amount and source of reimbursement received by the County.

d. **PERFORMANCE BENCHMARKS**

1. Attorney Training. The Association recognizes that ongoing legal training is a requirement for all attorneys who are actively practicing law in California. The Association shall make sure that attorneys who perform work under this Agreement have satisfied that requirement by completing the number of hours of Continuing Legal Education required by The State Bar of California.
2. Attorney Evaluation. The Chief Defender of the Private Defender Program, and/or his/her designee, shall evaluate the professional performance of each Private Defender Program attorney annually. The Association shall make available to the County the standards by which performance was measured, and evidence that such evaluations were conducted, although all evaluations are to be confidential between the Private Defender Program and the attorneys. The number of evaluations conducted and the results thereof shall be included in summary form in the annual report of the Private Defender Program to the County as described in Section 4.d.8. below.
3. Client Complaints. The Private Defender Program will have a felony-qualified lawyer with at least five years of felony experience on the PDP attorney panel, on duty each business day at the Private Defender Program offices during regular business hours to speak to and to answer the questions of or to receive complaints directly from PDP clients or others on behalf of the PDP client. Such attorneys, known as “Officers of the Day” (or “OD”), will follow a written procedure for handling of client complaints, which is attached hereto as APPENDIX C and incorporated herein by reference. The

complaints or questions may be related to an ongoing criminal case, a yet to be filed case, or a case already adjudicated. The person may be on the phone or may come to the PDP Office to meet with the OD. The PDP will maintain a list of the assigned ODs, as well as Alternate ODs. If the OD has a personal or professional relationship with the attorney who is the subject of the complaint to such an extent that would cause the OD to be unable to exercise his professional judgment, the OD will refer the complainant to the Alternate OD or the Assistant Chief Defender. The Private Defender Program has developed and circulated to all staff and private defenders a flowchart setting forth this complaint procedure, which includes information that clients may appeal to the Chief Defender if they are unsatisfied with the response to their complaint. If clients express an interest in appealing the matter further, the OD shall advise clients of their right to appeal to the Chief Defender and provide contact information for that purpose. The OD will also advise clients that they may make a complaint with the State Bar of California, and include information of where to locate the State Bar's complaint form for that purpose. The OD will further advise the complainant that any client who indicates dissatisfaction with the decision of the Officer of the Day will be informed of his/her right to bring the complaint to the attention of the Court in the form of a *Marsden* hearing¹, since the adequacy of the performance of counsel in court-appointed cases is ultimately for the Court to determine.² The number and nature of such complaints as well as their disposition shall be included in summary form, in the annual report of the Private Defender Program to the County, as described in Section 4.d.8. below.

4. Attorney Caseloads. The Association and the County agree that the number and type of cases for which a lawyer is responsible may impact the quality of representation individual clients receive. While there are many variables to consider, including the seriousness or complexity of each case and the skill and experience of the individual lawyer, useful information might be gathered from an evaluation of the caseloads of Private Defender Program attorneys. To this end, the Private Defender Program shall include the caseloads of each Private Defender Program attorney by types of cases, as well as the average caseloads for the Private Defender Program as a whole in the annual report of the Private Defender Program to the County, as described in Section 4.d.8. below.³
5. Initial Client Meetings. The Association and the County agree that attorneys should conduct a client interview as soon as practicable after being appointed by the Court, in order to obtain information necessary to provide

¹ *People v. Marsden* (1970) 2 Cal.3d 118; 84 Cal.Rptr. 156.

² *Phillips v. Seely* (1974) 43 Cal.App.3d 104,115.

³ The parties acknowledge that caseload averages are not appropriate for measuring the quality of representation provided by any individual attorney; rather they are tools for evaluating staffing needs for the Private Defender Program as a whole. The Spangenberg Group, "Weighted Caseload Study for the Colorado State Public Defender", November 1996, pg.67.

quality representation in the early stages of the case and to provide the client with information concerning the lawyer's representation and the course criminal cases take in the San Mateo County Superior Court. Such meetings may also serve to foster a relationship of trust and understanding that will ultimately inure to the client's benefit. Consequently, the Private Defender Program will devise a system to monitor the occurrence of early interviews of incarcerated clients, taking into account the factors that affect the ability of Private Defender Program lawyers to make early jail visits, including but not limited to the number of days between arraignment and the next court appearance and the speed of assignment of cases to individual lawyers. The results shall be included in the annual report of the Private Defender Program to the County, as described below in Section 4.d.8. The client will also be provided information, both verbal and written, explaining the Private Defender Program as well as a brief description of the process of a criminal case. The Private Defender Program has developed a brochure for this purpose, for both felony and misdemeanor cases. This brochure provides information to clients about the complaint process and shall be presented to each client at the initial arraignment on the case. A copy is attached hereto within APPENDIX C

6. Community Outreach. The Association and the County recognize and acknowledge the significant impact that the criminal justice system has on our community, particularly in portions of our community that have been affected by crime to an extent disproportionate to population. The Association recognizes that the privilege of practicing law in this community also provides the lawyers of the Private Defender Program an opportunity to share their knowledge and experience with those whose lives are most likely to be disrupted by entanglement in the criminal justice system. The Association, independently and/or in conjunction with community outreach programs of the San Mateo County Superior Court and other community agencies, will undertake to communicate to the public the mission of the Private Defender Program and its role in the criminal and juvenile justice systems. Community outreach efforts will be included in the annual report of the Private Defender Program to the County, as described in Section 4.d.8. below.
7. Client Survey. The Association will create a survey instrument and process to seek client views on the representation they received from the Private Defender Program. The results of such survey will be included in the Annual Report of the Chief Defender beginning with the Report for the FY 2016-2017.
8. Annual Report of the Chief Defender. Subject to the exception articulated in Section 10 hereunder, within ninety (90) days of the end of each fiscal year during the term of this Agreement, the Chief Defender of the Private Defender Program shall submit a written report to the Board of Supervisors detailing the Program's performance with respect to the items described in

Sections 4.d.1, 4.d.2, 4.d.3, 4.d.4, 4.d.5, 4.d.6 and 4.d.7. The annual report will also include the annual budget of the program, setting forth the costs of the operation of the program for the year, including fees for attorney's services, investigation and other ancillary defense services as well as the cost of administration. The Chief Defender may request an additional 30 days within which to submit said report, and upon receipt of said written request, the County may consent to said 30 day extension, which consent shall not be unreasonably withheld.

5. NON-DISCRIMINATION

- a. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, citizenship status, medical condition (including cancer), physical or mental disability, genetic information, sex, sexual orientation, pregnancy, childbirth or related medical condition, marital status, military or veteran status, status as a victim of domestic violence, assault, or stalking or political affiliation be denied any benefits or subject to discrimination, including the receipt of non-discriminatory services, under this Agreement. The Association shall ensure full compliance with federal, state or local laws, directives and executive orders regarding non-discrimination for all service providers, employees and subcontractors under this Agreement.
- b. The Association shall comply with section 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- c. The Association shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. The Association's equal employment policies shall be made available to the County upon request.
- d. With respect to the provision of employee benefits, the Association shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- e. The Association shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

- f. The Association shall comply with the San Mateo County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Association, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Association or that the Association deduct from the employees regular pay the fees received for jury service.
- g. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Association to penalties, to be determined by the County Manager, including but not limited to
 - i. termination of this Agreement;
 - ii. disqualification of the Association from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii. liquidated damages of \$2,500 per violation;
 - iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.
- h. To effectuate the provisions of this paragraph, the County Manager shall have the authority to
 - i. examine the Association's employment records with respect to compliance with this Section 5;
 - ii. set off all or any portion of the amount described in this Section 5 against amounts due to the Association under the Agreement or any other contractor between the Association and the County.
- i. With regard to performance and services provided pursuant to this agreement, the Association shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified the Association that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. The Association shall provide the County with a copy of the response to the Complaint when filed.

6. TERMINATION AND TRANSITION SERVICES

- a. Termination upon 24 Months' Written Notice. If either of the Parties wishes to terminate this Agreement, the terminating party must deliver Notice to the other Party, in writing, of said intent to terminate the Agreement with an effective date of termination that is no earlier than twenty-four (24) months' later from the date of the Notice. In the event of

termination by Notice pursuant to this Section, the County shall be responsible for any actual direct and indirect costs incurred by the Association during the Notice period of twenty-four (24) months. The Association will invoice the actual costs of representation pursuant to this Agreement to the County without any added charges, and the County will reimburse the Association for approved actual costs reference in Appendix B within 45 days' receipt of an invoice.

- b. Termination for Default. Either the County or the Association may terminate this Agreement if the other party defaults in the observance or performance of its material covenants or agreements in this Agreement (other than a default in a payment obligation) and such default continues uncured for sixty (60) Business Days after written notice is given to such party failing to perform its covenants or agreements under this Agreement.
- c. Effect of Termination. Upon the effective date of the termination of this Agreement and after the expiration of the 24 month Notice period: (i) the Association may immediately cease providing new Services hereunder; and (ii) any and all payment obligations of the County under this agreement will become due immediately. Upon such termination, and upon request of the County, the Association shall reasonably cooperate with the County to ensure a prompt and efficient transfer of all data, documents and other materials to a new service provider in a manner such as to minimize the impact of expiration or termination on the individuals receiving Services pursuant to this Agreement. The County agrees to pay the Association compensation for Services performed in connection with such transfer, to the extent not contemplated in the Agreement.
- d. Transition At Time Of Termination
 - i. In the event of termination of this Agreement, in whole or in part, the Association shall take reasonable steps to ensure the orderly and effective transition of the Services to the County and/or a successor contractor ("Transition Assistance").
 - ii. All references in this Section to termination shall include partial and complete termination, cancellation or cessation unless the context otherwise requires.
 - iii. In relation to any partial termination, the provisions of this Transition Schedule shall apply only to those parts of the Services subject to such partial termination or expiry.
 - iv. Each reference to an obligation of the Association under this Section shall be deemed to include an obligation on the Association, to the extent possible, to secure compliance by all relevant sub-contractors with such obligation.
- e. Transition Assistance Period. The Transition Assistance Period shall mean as follows:

- i. In the case either party serves notice to terminate this Agreement pursuant to Section 6.a., the Transition Assistance Period shall mean a period of such duration as is determined by the County, but is limited to a maximum of eighteen (18) months, commencing eighteen (18) months prior to the effective date of the termination;
 - ii. In the case of a termination by default pursuant to Section 6.b, the Transition Assistance Period shall mean a period of eighteen (18) months commencing sixty (60) Business Days after written notice is given to such party failing to perform its covenants or agreements under this Agreement; or
 - iii. In the case of a repudiatory breach of this Agreement, the Transition Assistance Period shall mean a period of eighteen (18) months commencing on the date upon which the non-defaulting party accepts such repudiatory breach as terminating this Agreement. The parties understand and agree that a repudiatory breach is a breach so fundamental that it permits the distressed party to terminate performance of the contract, in addition to entitling that party to sue for damages.

- f. Transition Assistance Election. During the Transition Assistance Period, the Services will be discontinued or transitioned to a Successor Contractor at the County's sole discretion and such transition shall then be performed in accordance with the Transition Assistance Plan. From the commencement of the Transition Assistance Period and continuing until a date pre-agreed or such provided to the Association by the County with a minimum of thirty (30) days' notice, all the terms and conditions of this Agreement will remain unchanged during the Transition Assistance Period.

- g. Transition Assistance Plan. The Association shall develop, with reasonable assistance from the County, a written transition assistance plan specifying in detail all activities, and the corresponding timing of such activities, necessary to facilitate an orderly and effective transition of the Services to be provided during the Transition Assistance Period ("Transition Assistance Plan"), and shall deliver the Transition Assistance Plan to the County as follows:
 - i. In the case either party serves notice to terminate this Agreement pursuant to Section 6.a., within six (6) months of the service of notice to terminate this Agreement;
 - ii. In the case of a termination by default pursuant to Section 6.b, within fourteen (14) days of the commencement of the Transition Assistance Period as set forth in Section 6e.ii.; or
 - iii. In the case of a repudiatory breach of this Agreement, within fourteen (14) days of the commencement of the Transition Assistance Period as set forth in Section 6e.iii.

- h. Contract Materials. At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, reports,

photographs, time entries, and other written materials (collectively referred to as “contract materials”) provided by the County to the Association under this Agreement shall remain the property of the County and shall be promptly returned to the County. Upon termination, the Association may make and retain a copy of such contract materials if permitted by law.

7. INDEMNIFICATION

Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys’ fees, or claims arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees. The parties expressly understand and agree that the attorneys, investigators and others providing services pursuant to this Agreement are not employees of the County for any purpose and the County is not responsible for any claims, liability or expenses relating to their status as independent contractors. This obligation to hold harmless, defend and indemnify shall continue beyond the term of this Agreement or any extension of this Agreement.

8. INSURANCE

- a. **Liability insurance.** The Association shall take out and maintain during the life of this Agreement such Comprehensive General Liability, Motor Vehicle Liability and Professional Liability Insurance as shall protect the Association while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from the Association operations under this Agreement, whether such operations be by the Association or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability..... \$1,000,000
- (b) Motor Vehicle Liability Insurance..... \$1,000,000
- (c) Professional Liability..... \$1,000,000

After one year from the date this Agreement is first executed, the County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar county agreements by giving sixty (60) days' notice to the Association. The County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or the event any notice is received which indicates any required insurance coverage will be diminished or cancelled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

- b. **Worker's Compensation Insurance.** The Association shall have in effect, during the entire life of the Agreement, Worker's Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, the Association certifies awareness of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provision of the Code, and certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 1861.

9. MEDIATION

Any dispute between the parties arising out of this Agreement, or any of the APPENDICES attached hereto, that the parties have been unable to resolve shall be referred to mediation. The parties will agree upon a mediator from a list of available mediators within five (5) days of being provided with a list of mediators by a Service Provider. If the parties cannot agree on a mediator within such period, then a list of three available mediators will be sent by the Service Provider to the parties. Each party may strike one name by delivering written notice to the Service Provider within five (5) days after delivery of the list of mediators. The remaining name will be the Mediator; provided that if two names are left, the Service Provider shall select which of the two shall serve as Mediator. The parties shall use their reasonable efforts to resolve this dispute during the Mediation. Mediation shall continue until the dispute is resolved or the parties decide to abandon mediation. In the event that the dispute has not been resolved within sixty (60) days after the dispute has been referred to mediation, either party shall have the right to proceed to litigation with respect to such dispute.

It is agreed by the parties that the cost of the Mediator and any associated costs resulting from mediation shall be shared equally between the parties.

It is agreed by the parties that unless otherwise expressly waived by them, any action brought to enforce any of the provisions of the Agreement for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of San Mateo, State of California.

10. EVALUATION

The County and the Association recognize and acknowledge that evaluation of the performance under the terms of this Agreement is a function that necessarily includes the participation of the San Mateo County Superior Court. As noted in *Phillips v. Seely* (1974) 43 Cal.App.3d 104,115:

“The availability of a reasonable sum of money to reasonably compensate assigned counsel where required by law is the responsibility of the board of supervisors; whether indigent persons entitled to counsel at public expense are being adequately represented by reasonably compensated counsel is for the court to determine.”

The County may form a committee to evaluate ongoing performance under the terms of this Agreement, at any time during the period of this Agreement and no less than every 5 years, that shall include members of the judiciary, members of the Association who are not actively participating as Private Defender Program attorneys, and may include other interested persons as determined by the County, to make such reports and recommendations as may be appropriate and of assistance to the parties hereto.

In any year in which such a performance review is conducted it will be in lieu of the requirement of the Annual Report described in Section 4.d.8.

The County and the Association agree that, upon the submission of any report and/or recommendation by the Committee, either party may require the other party to meet and confer regarding any changes to the Private Defender Program or amendments to this Agreement that may be warranted based on such report or recommendations.

11. WITNESS, INTERPRETER AND TRANSLATOR FEES.

Payment of witness fees shall be governed by the provisions of Sections 1329 and 1334.3 of the Penal Code, by Sections 68093 and 68098 of the Government Code, and such other statutory provisions as may be applicable; and the payment of interpreter and translator fees shall be governed by Section 68092 of the Government Code and Sections 731 and 752 of the Evidence Code.

12. COURT-REQUESTED INVESTIGATIVE SERVICES.

Upon request of the Court and with the Association's acceptance, investigative and ancillary defense services shall be provided on behalf of a party before the court in a proceeding where such party has not received appointed counsel. Any expense incurred for services rendered under the provisions of this paragraph during the period of this Agreement may be accounted for as a Special Litigation case, and is included within the total compensation paid by the County to the Association.

13. TERM OF AGREEMENT.

The term of this Agreement shall cover an initial period of July 1, 2019 through June 30, 2021, subject to the parties' Termination and Transition Services obligations as set forth in Section 6 herein. This Agreement may be renewed for an additional period of two (2) years by mutual agreement of the parties, also subject to the parties' Termination and Transition Services obligations as set forth in Section 6 herein.

14. PRIOR AGREEMENT

This Agreement supersedes and replaces the prior agreement between the County and the Association for the Association to provide legal services to financially eligible persons in San Mateo County in effect until June 30, 2019.

15. USE OF CONTRACT REVENUES.

The Association agrees that all funds provided to it hereunder will be used only to enable the Association to meet its responsibilities as herein defined.

16. SUCCESSION PLANNING.

The Association shall appoint a Chief Defender of the Private Defender Program. The position of Chief Defender is filled by Myra A. Weiher. Should the Chief Defender retire, resign, become incapacitated or otherwise leave her current post as the Chief Defender, the Association agrees to notify the County of such change immediately. The Association shall further meet and confer with the County regarding the selection process for the position of Chief Defender.

17. TIME OF THE ESSENCE

Both the County and the Association expressly agree that time is of the essence under this Agreement.

18. ENTIRE CONTRACT.

This is the entire contract between the Parties, and no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Association and the County. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

19. AUTHORIZED AGENT; NOTICES.

The County Manager's Office shall be County's agent for the purpose of this Agreement. All notices provided for hereunder shall be addressed and delivered to the County Manager's Office for the County of San Mateo.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the provision of services in connection with the Private Defender Program, effective as of June 25, 2019.

COUNTY OF SAN MATEO

BY Carole Snow
President, Board of Supervisors

ATTEST:

[Signature]
Clerk of said Board

SAN MATEO COUNTY BAR ASSOCIATION

By [Signature] 0/10/19
Vice President Kathleen A. Durrans

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE SAN MATEO COUNTY BAR ASSOCIATION

FY 2019-2021

APPENDIX A

“TYPE A” CASES also include appeals to the Appellate Department of the Superior Court of San Mateo County; writs filed on behalf of defendants (specifically excluding writs of *habeas corpus* filed on behalf of prisoners of the State of California pursuant to the provisions of California Penal Code section 4750); and all quasi-criminal and civil proceedings in either the Municipal or Superior Court which are not specifically mentioned in subsections 2b, 2c, 2d, or 2e herein, but which are proceedings in which the law requires that counsel be provided at public expense, including but not limited to contempt proceedings (California Code of Civil Procedure sections 1209 *et seq.*); proceedings to terminate parental rights (California Family Code sections 7802, 7860-7864 *et seq.*); probate conservatorship proceedings pursuant to California Probate Code sections 1471 and 1852; paternity, support, and adoption proceedings, proceedings pursuant to the provisions of the Service members Civil Relief Act, and proceedings pursuant to the Sexually Violent Predators Act (California Welfare and Institutions Code section 6600 *et seq.*).

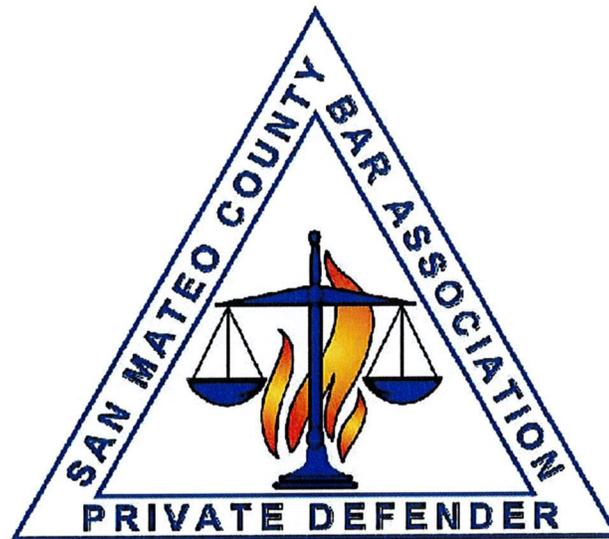
“TYPE B” CASES also include proceedings to revoke or modify probation, parole or post-release community supervision; matters involving competency and insanity pleas certified from the Municipal Court to the Superior Court; matters arising after the suspension of criminal proceedings pursuant to the provisions of the Welfare and Institutions Code, or after commitment to the California Rehabilitation Center; representation at lineups; representation of witnesses; post-conviction record clearance in Adult and Juvenile cases; petitions for resentencing under SB-1437; and any other appearances or representations by assigned attorneys specifically requested or ratified by a Judge of the Superior Court of San Mateo County, and not included in any other provisions of this AGREEMENT, where the law requires that counsel be provided at public expense, whether or not such matter is filed in court.

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE SAN MATEO
COUNTY BAR ASSOCIATION**

FY 2019-2021

APPENDIX B

**San Mateo County Bar Association
Private Defender Program**



FEE SCHEDULE

Effective 07/01/2019

SECTION I – MISDEMEANOR/FELONY CRIMINAL -ADULT

1. Misdemeanor- General non DV charges

A. Case Fee	\$260
B. Pre-trial Conference	\$85
C. Probation Violation – unconsolidated case fee	\$200
D. Probation Violation – consolidated case fee	\$105
E. Probation Violation – unconsolidated – pre-trial conference fee	\$85
F. Probation Report and Sentencing	\$105
G. Contested Hearings on Probation Violations, sentencing, restitution, etc.	\$100/hour

2. Misdemeanor- Domestic Violence

A. Case Fee	\$270
B. Pre-trial Conference	\$120
C. DV Probation Violation – unconsolidated case fee	\$200
D. DV Probation Violation – consolidated case fee	\$105
E. DV Probation Violation – unconsolidated – pre-trial conference fee	\$120
F. Probation Report and Sentencing	\$105
G. Contested Hearings on Probation Violations, sentencing, restitution, etc.	\$100/hour

3. Felony- Original Filing in Court of Limited Jurisdiction (prior to “Superior Court”)

Case Fee depends on what happens with the case. This is a total fee and there are no separate SCR fees.

A. PRELIMINARY HEARING IS HELD when there is NO SCR	
1. First Session (a.m. or p.m.)	\$660
2. Additional sessions – per hour	\$80/hour
B. PRELIMINARY HEARING IS HELD when there IS an SCR	
1. First Session (a.m. or p.m.)	\$575
2. Additional Sessions – per hour	\$80/hour

When the Preliminary Hearing IS HELD and after the prelim the Court or DA reduces the entire case to a misdemeanor, the case is dismissed, the client pleads or the case is simply certified, then the fee is the same as above. If case is reduced to a misdemeanor after preliminary Hearing but not completely resolved, you should bill misdemeanor case fee and Pre-trial fee as appropriate.

C. NO PRELIMINARY HEARING IS HELD AND:

1. Client WAIVES preliminary hearing	\$270
2. Client fails to appear and attorney withdraws at SCR	\$225
3. Client fails to appear and attorney withdraws at Preliminary hearing	\$280
4. Retained counsel substituted in at SCR	\$225
5. Retained counsel substituted in at Preliminary Hearing	\$280
6. Client pleads to a felony or misdemeanor and is fully sentenced	\$400
7. Client pleads to a felony or misdemeanor and is put over for sentencing or restitution report	\$270
8. Probation report and sentencing (859a or felony reduced to a misdemeanor)	\$250
9. Restitution determination – Felony or felony reduced to a misd.	\$240
10. Contested Hearings on Sentencing Issues	\$100/hour
11. Case is totally dismissed at SCR	\$345
12. Case is totally dismissed at Preliminary Hearing	\$400
13. Client pleads and is sentenced to DEJ	\$400
14. Case is reduced to misdemeanor before Preliminary Hearing is held. (If this occurs at any time without client immediately entering a plea, you should create new billing entries for misdemeanor case fee, pre-trial and jury trial fee as appropriate.)	\$190
15. If a doubt is declared at any time before certification to Superior Court (See also Fee Schedule 10. A.)	\$250
16. Contested hearings on restitution or sentencing issues.	\$100/hour

4. SUPERIOR COURT CASES

A. Felony Case fee	\$700
B. Superior Court pre-trial conference	\$120

5. POST CONVICTION CASES

A. Felony Probation Violation Unconsolidated- Case Fee	\$225
B. Felony Probation Violation Consolidated-Case Fee	\$105
C. PRCS Violation Unconsolidated- Case Fee	\$235
D. PRCS Violation Consolidated- Case Fee	\$105
E. Parole Violation Unconsolidated -Case Fee	\$235
F. Parole Violation Consolidated -Case Fee	\$105
G. Pre-Trial Conference for Probation, Parole and PRCS Violations if Unconsolidated	\$120
H. Hearings on Probation, Parole, PRCS Violations	\$100/hour

6. TRIAL FEES – Misdemeanor and Felony (in addition to case fees)

A. Jury Trial

- | | |
|--|------------|
| 1. Trial Fees - Per Hour | \$135/hour |
| 2. Preparation Fee – Per Day | \$280 |
| 3. Jury Deliberation – Per Hour (payable only if attorney is unable to return to office – explain on bill) | \$75/hour |

B. Court Trial

- | | |
|---|------------|
| 1. Court Trial Fees - Per Hour | \$100/hour |
| 2. Preparation Fee – Per ½ Day (am or pm) | \$120 |

NOTE: Trial fees commence ONLY when and if a case is actually assigned out to a TRIAL department, and is thereafter payable ONLY for hours in court, or for in-chambers discussions.

Preparation fee is payable for each day of jury trial and each ½ day of court trial, once the case is assigned to a TRIAL department AND once *in limine* motions or jury selection has begun through closing argument only.

The Preparation Fee is NOT paid for Probation Violations or Court Trials on transcripts with no testimony.

7. MOTIONS- a copy of the motion must be attached to the bill for review.

A. COMPLEX MOTIONS **\$325**

A complex motion is one that includes complex issues, original research, original writing, or a combination of these things. Extensive details and facts regarding the client could also make a motion fall into this category. (e.g. –a detailed Romero motion, a 995 with citations to the record and detailed legal analysis.) In this type of motion facts are detailed and attorney has attempted to analyze and distinguish the case, or go beyond addressing simple issues that have been previously briefed.

B. STANDARD MOTIONS **\$110**

A standard motion is one that uses material that has been previously briefed, but still requires some original material that analyzes the applicability of the case’s facts to the cited law and a statement of facts. It should include unique application to your client and argument applicable to your case.

C. BOILERPLATE MOTIONS

\$0

A Boilerplate motion is one that has no original research, writing, or argument about the case and the only original work is the caption and possibly a brief statement of facts. These are basic motions to join in someone else's motion, in limine motions for not using certain terms like "victim", federalizing all objections, and the like.

Note on Motion Levels: If you feel that your motion does not fit into a specific level – Administrative Fees may be requested with a detailed explanation of why your work is beyond the level generally applicable. (See section: IV: 1)

D. HEARINGS AND ARGUMENT ON MOTIONS

\$100/hour

8. MISDEMEANOR AND FELONY CRIMINAL CALENDARS

A. Misdemeanor Arraignment Calendar – two (2) hours or less

\$125

1. Over two (2) hours – additional per hour

\$75/hour

2. Cases closed on calendar—per case

\$80

B. Superior Court AM Arraignment Calendar- two (2) hours or less

\$225

1. Over two (2) hours – additional per hour

\$75/hour

2. Cases closed on calendar -per case

\$80

C. Superior Court PM Custody Calendar

\$540

NOTE: Cases closed on this calendar or continued for resolution are not separately billable by attorney.

D. Specialty Court Calendars- per hour

\$185/hour

1. Drug Court, Treatment Court, Bridges, Pathways, Veterans and Military Diversion Court

2. PC1370 Court, DV Review Calendar, Laura's Law Court, CAMI Court, DUI Review Calendar, DUI Conference Calendar and Restitution Court

\$170/hour

E. Specialty Court Calendars – preparation fee

\$135

(Drug Court, Treatment Court, Veterans and Military Diversion Court, Laura's Law Court, CAMI Court, DUI Court and Restitution Court)

9. PC1367/1368 – WHEN A DOUBT IS DECLARED AS TO COMPETENCE

A. FELONY CASES IN “LOWER COURT”

For arraignment in Superior Court on the mental health case (no new case number) through ALL hearings involving finding on competency and placement order. \$300

If a client is found competent and proceedings are reinstated, bill from where you left off.

If a client is found incompetent and placed, when and if the client is later returned as competent, the case should be billed as a new case. (Unless the client is returned within 60 days).

B. FELONY CASES IN SUPERIOR COURT

If a doubt is declared at any time in Superior Court, bill for the mental health/1367 portion of the case. \$300

If client is found **competent** and proceedings are reinstated, when the case goes back to wherever it left off, you bill normally.

If a 1367 doubt is declared and the client is found **not competent**, then at the time of the placement order, bill a case fee and other fees as appropriate.

When a client is returned from a placement (after 60 days) and is then found **competent**, bill as a new case. (Unless returned within 60 days).

If a client is returned less than 60 days from the last placement order, (and the original attorney is reassigned to the case) no new case fee is appropriate.

C. SPECIAL FEE CASES – Felony and Misdemeanor – these cases should be billed hourly for all work.

D. MISDEMEANOR CASES

If at any time a doubt is declared \$300

(This fee covers all appearances for doctor’s reports and findings as well as communication with doctors, the client or others regarding the competency determination.)

If client is found **competent** – then the case goes back to wherever it left off and you bill normally.

If a client is found **not competent** and placed, then when the client is returned as competent, bill as a new case. (Unless the client is returned within 60 days).

If the client is returned from placement and found competent within 60 days, then the original attorney will be reassigned the case (absent compelling reasons), and no new case fee or PTC fee will be paid if attorney was paid these fees previously.

If the client returns from placement after 60 days, the original attorney will be reassigned the case (absent compelling reasons) and fees should be billed as if it is a new case.

E. WORK ON FELONY OR MISDEMEANOR CASES AFTER PLACEMENT IS ORDERED

During the time in which criminal proceedings are suspended, it may be necessary or appropriate to deal with issues **after placement is ordered**, but before competency has been restored. In that event, any work done should be billed at the rate of **\$105 an hour**.

Examples of this type of work include: speaking to the jail or hospital personnel to determine if placement has occurred, checking on the client’s mental health status and progress toward competence, keeping track of the maximum time for which the proceedings can be suspended, advocating for the client when the maximum confinement or competency restoration time is near, handling of a case where it is deemed that the client will not regain competency, and work towards getting a dismissal or other resolution of the case when appropriate. This may also include an appropriate motion to have the client returned to court and working with LPS attorney or County Counsel.

F. TRIAL ON COMPETENCY

If there is a trial on competency, then billing should be done pursuant to Section 7 of the Fee Schedule, billing like any other trial.

10. PETITIONS FOR REDUCTION AND DISMISSAL PURSUANT TO PROP 47 AND PROP 64

- A. Filing Petition for Reduction or Dismissal \$50
- B. Mandatory Court Appearance for resolution of Petition \$80
- C. Writing and Arguing Motion for resolution of Petition are billed according to Section I:8:A-D of this fee schedule

11. SPECIAL ASSIGNMENTS (Only by assignment from the Staff Attorneys)

- A. Special Assignment by Staff Attorneys \$95-125
- B. Expungements \$250/Case
- C. Line-Up \$295
- D. Motion to Withdraw Plea Review \$325 fee
Case Fee plus hourly rate \$105/hour
- E. Officer of the Day – half day/full day \$250/\$500
- F. Witness Representation \$325 fee
Case Fee plus hourly rate \$105/hour

12. BILLING NOTES FOR ALL CASE TYPES

A. Where a single client has multiple cases on the same calendar for pre-trial conference, only a single pre-trial conference fee may be billed. (Attorney can pick the case on which to apply the single fee).

When a case or probation violation is consolidated with other cases then only one pre-trial fee may be billed.

In all cases the pre-trial fee is payable only one time, regardless of how many pre-trials are held on the case.

As with any case that requires an extraordinary amount of work, an administrative fee request can be submitted if multiple pre-trial conferences occur and the case is appropriate for such a fee.

B. In ANY CASE – when the client fails to appear at any point in the proceedings and the PDP is relieved, the case may be submitted for payment. If the client returns to court within sixty (60) days of the FTA, then the previously assigned attorney will be expected to resume representation of the client, and no additional case fee may be billed. (Policy and Procedure Manual section 3.2.4)

If a client fails to appear for a **third** time with the same attorney, then the attorney can bill as if the case is a new case. (Case Fee and Pre-Trial Fee if held)

C. ALL bills must be submitted within 90 days of completion of the case or they may not be paid.

D. Non-Special Fee cases MUST NOT be billed until the case is completely closed. If restitution or a Driver's License issue is still pending, then the case is still open. (See Policy and Procedure Manual section 3.2.1)

E. All Special Fee/Hourly Cases must be billed MONTHLY or bills may not be paid.

SECTION II-SPECIAL SERVICES

1. CIVIL PROCEEDINGS

(Family Law Contempt, DCSS Contempt, Probate, Military Dissolution, Paternity, etc.)

- | | |
|---|-----------|
| A. Per hour (up to 15 hours: Special Fee request required if over 15 hours) | \$95/hour |
| B. Trial fees – Same as Adult see section I:7:A and B (except Prep Fees are not paid) | |
| C. Probate Code Sect. 3200 Medical Consent cases | |
| 1. Case Fee | \$195 |
| 2. Hourly | \$95/hour |
| D. DCSS Contempt Calendar | |
| 1. Two (2) hours or less | \$125 |
| 2. Over two (2) hours – additional per hour | \$90/hour |

* **NOTE:** Civil Cases MUST be paid MONTHLY like other special fee and hourly cases.
A bill should be submitted EVERY month.

2. WRITS

- | | |
|--|------------|
| A. Case Fee | \$250 |
| B. Per hour – including preparation and hearing (up to 15 hours;
Special Fee request required if over 15 hours) | \$105/hour |

3. APPEALS

- | | |
|--|------------|
| A. Per Hour – including preparation and hearing (up to 15 hours;
Special Fee request required if over 15 hours) | \$105/hour |
|--|------------|

4. MENTOR SERVICES

- | | |
|-------------|--------|
| A. Case Fee | \$1080 |
|-------------|--------|

NOTE: This fee is intended to compensate for the time the mentor invests as a resource to the mentee. It covers such things as telephone conversations and other casual meetings that do not consume significant amounts of time during the period of the relationship.

- | | |
|---------------|------------|
| B. Hourly Fee | \$105/hour |
|---------------|------------|

NOTE: This rate is paid in addition to the Case Fee above, and covers time spent in more structured meetings that consume significant amounts of time, including but not limited to: scheduled meetings to discuss cases, attending court appearances including pre-trials and jury trials that you attend with your mentee, etc.

SECTION III- LPS

1. LPS TRIALS AND RE-HEARINGS

A. Case Fee	\$255
B. Jury Trial	
1. Jury Trial Fees – Per Hour (in addition to case fee)	\$135/hour
2. Preparation Fee – Per Day	\$280
3. Jury Deliberation – Per Hour (payable only if attorney is unable to return to office – explain on bill)	\$75/hour
C. Court Trial	
1. Court Trial Fees – Per Hour (in addition to case fee)	\$100/hour
2. Preparation Fee – Per ½ day (am or pm)	\$120
D. Re-Hearing Hourly	\$95/hour

NOTE: Trial fees commence ONLY when and if a case is actually assigned out to a TRIAL department, and are thereafter payable ONLY for hours in court, or, for in-chambers discussions.

Preparation fee is payable for each day of jury trial and each ½ day of court trial, once the case is assigned to a TRIAL department AND once *in limine* motions or jury selection has begun through closing argument only.

The Preparation Fee is NOT paid for Probation Violations or Court Trials on transcripts with no testimony.

2. CALENDAR

A. Two hours or less (including preparation)	\$250
B. Over two Hours – additional per hour	\$85/hour

3. WRITS

A. Case Fee	\$250
B. Per Hour – including preparation and hearing. (Up to 15 hours; Special Fee request required if over 15 hours)	\$105/hour

4. MEDICAL CONSENT/DO NOT RESUSCITATE

A. Case Fee	\$195
B. Hourly	\$95/hour

NOTE: Civil Cases that are determined to be special fee MUST be paid MONTHLY like other special fee and hourly cases. A bill should be submitted EVERY month.

SECTION IV- EXTRAORDINARY FEE REQUESTS

1. ADMINISTRATIVE FEE CASES— Reviewed by Staff Attorneys (Chief Defender, Assistant Chief Defender and Managing Attorneys) for requests up to \$2500 additional to fee schedule.

Cases that do not meet the criteria for treatment as a Special Fee Case (see below), and yet require **extraordinary** effort and time, may be considered for additional compensation. The standard case fee already includes compensation for things that would normally come up in a case including working with a PI, experts, mental health experts, motions to continue, etc. When you have a case that is particularly complex or difficult you may apply for an Administrative Fee.

Administrative Fee requests must seek a **specific amount of compensation**. (Specific dollar amount.) A letter describing the case and specific factors that made it extraordinary should be attached to the bill. Additionally, the letter should include a brief itemization of the time invested. A cursory statement simply asking for the additional fee without details is insufficient. Insufficiently documented requests will be returned for documentation and may not be paid.

Your bill should reflect your understanding that the Fee Schedule was designed to cover the vast majority of cases, and is intended to compensate all attorneys on the panel equally for their work. While the Administrative Fee process is available to compensate lawyers for truly extraordinary cases, the evaluators will be mindful of the fact that panel attorneys are never asked to return money on cases assigned to them that settle quickly with little time or effort.

2. SPECIAL FEE CASES— Special Fee cases are assigned by the Staff Attorneys. These cases are billed hourly; no other part of the fee schedule is used in billing these cases. There are different types of Special Fee Cases.

A. Life Imprisonment: This category includes murders and any case that includes a charge for which the penalty prescribed by law is life imprisonment. Examples of this type of case include murder, attempted pre-meditated murder, One-Strike sexual assault, kidnapping for ransom, etc.

B. Three Strikes Cases:

1. A true Three Strikes Case where the client has two or more strike priors and the new charge is a serious or violent felony will start out as a “Life Case” under the Special Fee schedule and is billed at \$135/hour.

2. If a Three Strikes Case, at any time during the pendency of the case, becomes a second strike case (e.g.- by designation of the District Attorney or because a prior is determined to not be valid and this is acknowledged by the DA) then the special fee amount changes from \$135/hour to \$105/hour from that point forward.

3. If a Client has multiple strike priors but the case is filed as, or is being prosecuted as, a second strikes case, then the case is NOT a Three Strikes Case. (e.g. – The new charge is not a serious or violent felony.) This case should be billed as a general felony case. If you believe that the case is appropriately a special fee, then follow the instructions regarding making a request under that section of this fee schedule. (Section IV: 2: D)

C. Non-Life Imprisonment: Cases that most frequently fall into this category are extremely difficult felony cases. Examples are: manslaughter, kidnapping, sexual assault, child molestation, high tech crimes, complex fraud litigation, or any other case a Staff Attorney determines to be appropriately set as a special fee case based on the charges.

D. Difficult and Complex Issue Cases

These cases are ones that place extraordinary demands on the attorney's time and skills, and thus qualify, in the Staff Attorneys' Judgment, for treatment as Special Fee cases payable at an hourly rate described below.

Generally, this type of case will be assigned by a Staff Attorney as a Special Fee case from the beginning. However, an attorney should make a request when it becomes clear that a case seems it should appropriately be billed as Special Fee. (See section IV: 3)

In determining whether or not it is appropriate for a case to be a special fee case, the Staff Attorneys will evaluate the request for compensation in light of the realities of indigent criminal defense representation, including our inability to pay the true market value of attorney services. Factors that are considered in determining whether or not a case merits Special Fee treatment include:

- i. Difficult Client – serious mental issues, personality, contrariness, etc.
- ii. Nature of charges – the gist of the case, the prosecution position, potential punishment.
- iii. Extra Hours – unusual legal issues, unusual number of or type of expert witnesses to deal with, travel, quantity of documentary evidence to review, difficult witnesses to interview, etc.
- iv. Motions – unusual in scope or number (attach copy to billings)

E. Petitions for Resentencing on Murder Convictions

\$135/hour.

3. Special Fee Request Format

The majority of Special Fee cases will be predetermined by the Staff Attorneys (Chief Defender, Assistant Chief Defender and Managing Attorneys). If you have a case that was not already marked as a Special Fee case that should have been (by charge or sentence exposure), you should contact one of the Staff Attorneys.

If you have a case that you would like to have considered as a special fee case (that is not one by definition by its charge or sentence), then you **MUST** get approval from a Staff Attorney BEFORE you submit **ANY** hourly billing. Vouchers will be returned if you do not get approval prior to submitting hourly billing.

Without violating the attorney client privilege or compromising either the rights of the client or the attorney's ethical or legal duties, each Special Fee request **MUST** include the following:

1. An email to a Staff Attorney explaining the charges against the client and why you believe the case is or should be a special fee case.
2. A notation on the first billing of the case as to why it is special fee and which staff attorney made the special fee approval, and why (very briefly) it is special fee.
3. Special Fee billing must be specific and detailed and done MONTHLY.
Specific examples of how this billing must be done are as follows:
 - A. Attorneys shall identify each major issue researched and the time spent on them.
 - B. The bill shall indicate the nature of the work performed, i.e. SCR, pre-trial, review discovery, preliminary hearing, preparation for trial, meeting with client, investigator, DA, or witness, etc.
 - C. Identify the documents reviewed
 - D. Identify any motion researched or drafted
 - E. State the nature of the court appearance and the time involved
 - F. All time spent must be itemized in 1/10 hour increments

4. SPECIAL FEE HOURLY RATES

When a case is a special fee case, the billing consists only of hourly billing. You should not bill a case fee, pre-trial fee, motion fees, or any other event based fee.

- A. \$180/hour* Applies to Lead Counsel in Death Penalty Cases
- B. \$150/hour Applies to Lead Counsel in a Special Circumstance Cases
- C. \$150/hour* Applies to Second Counsel in Death Penalty Cases
- D. \$135/hour Applies to all other murder, attempted-premeditated murder cases, Three Strikes Life cases, Petitions for Resentencing under SB1437, Youthful Offender Parole cases and cases that include a charge for which life imprisonment can be imposed.
- E. \$120/hour** Applies to extremely difficult felony cases, such as manslaughter, non-premeditated attempted murder, vehicular manslaughter, kidnapping, sexual assault, sexually violent predator, child molestation, gang cases, high tech crime, complex fraud prosecution, Veterans Resentencing (AB865), or any other case a Staff Attorney determines is appropriately set at this level.
- F. \$115/hour Complex cases that involve unique facts, defendants or issues where not covered elsewhere in this section as deemed appropriate by the Staff Attorneys.
- G. \$105/hour** Applies to Strike Cases that begin as Three Strikes but become Second Strike Cases, MDO, NGI extensions and outpatient extensions, and other cases that the Staff Attorneys determine are appropriately set at this rate.
- H. \$105-150/hour Advisory Counsel and Stand By Counsel. Amount will be determined based on type of case and charge. A Staff Attorney will determine the appropriate hourly fee based on the underlying case details.
- I. \$95 - 125/hour** Applies to all other cases that Staff Attorneys determines are appropriately set as special fee cases, special projects or special assignments.

*In death penalty cases where two attorneys are authorized, counsel may agree to split the hourly rates between themselves. For example, Lead Counsel and Second Counsel might agree to each bill at \$165 per hour instead of \$180 and \$150 respectively.

**The rate paid for jury trial in these cases will be the higher rate described for all jury trials in the fee schedule – e.g. \$135 an hour.

NOTE: You should be aware that some changes in the status of a case will likely result in a change of the applicable rate. For example, if the District Attorney's Office declares that they will no longer seek the death penalty in a special circumstance murder prosecution, the rate would change from \$180/hour rate to \$150/hour. Similarly, if a simple kidnapping charge becomes a kidnapping for robbery case after the preliminary hearing, the case would go from a general non-special fee felony to a special fee case payable at the \$125/hour rate from that point forward. You should alert a Staff Attorney of such a change in status at the first available opportunity.

SECTION V – JUVENILE COURT

1. DELINQUENCY (602 Cases)

A. CASE FEE	\$500
1. Additional Petition: Unconsolidated	\$355
2. Additional Petition: Consolidated (with case or other PV)	\$145
B. Contested Hearing Fee	
1. Per Hour	\$100/hour
NOTE: Hourly fees commence from the scheduled calendar time (e.g. 9:00 am or 2:00 pm) ONLY if a witness is called and are thereafter payable only for hours in court and in-chambers discussions.	
2. Preparation Fee- per ½ day (am or pm)	\$120
NOTE: Preparation fee is payable for each ½ day of contested hearing, once the hearing has begun. The preparation fee is NOT paid for Probation Violations or Contested Hearings on transcripts or reports with no testimony.	
C. Disposition Fee (for each separate appearance)	\$160
E. PETITIONS FOR REDUCTION AND DISMISSAL PURSUANT TO PROP 47 AND PROP 64	
1. Filing Petition for Reduction or Dismissal	\$50
2. Mandatory Court Appearance for resolution of Petition	\$80
3. Writing and Arguing Motion for resolution of Petition are billed according to Section I:8:A-D of this fee schedule	
F. Calendars	
1. Placement Review Calendar	\$160
2. Glenwood Review Calendar	\$400
3. Girls Program Calendar	\$400

2. DEPENDENCY: (300 Cases)

A. CASE FEE	
1. Child Representation (1 or more child)	\$970
2. Parent Representation (1 or both)	\$970

NOTE: Case fee is billable after disposition hearing and includes all uncontested hearings through disposition and all future non-appearance reviews. Contested hearing fees are additional. On cases assigned before 7/1/18, case fee is billable prior to disposition.

B. CONTESTED HEARING FEE

1. Per Hour \$100/hour

NOTE: Hourly Fees commence from the scheduled calendar time (e.g. 9am or 2pm) ONLY IF a witness is called and are thereafter payable only for hours in court and in-chambers discussions.

2. Preparation Fee- per ½ day (am or pm) \$120

NOTE: Preparation fee is payable for each ½ day of contested hearing once the hearing has begun. The preparation fee is NOT paid for Contested Hearings on transcripts or reports with no testimony.

C. MANDATORY POST DISPOSITION REVIEW— by assigned attorney \$160
(for each appearance made by assigned attorney)

3. WELFARE AND INSTITUTIONS CODE SECTION 366.26 CASES

A. CASE FEE \$970

B. CONTESTED HEARING FEE

1. Per Hour \$100/hour

NOTE: Hourly Fees commence from the scheduled calendar time (e.g. 9am or 2pm) ONLY IF a witness is called and are thereafter payable only for hours in court and in-chambers discussions.

2. Preparation Fee- per ½ day (am or pm) \$120

NOTE: Preparation fee is payable for each ½ day of contested hearing once the hearing has begun. The preparation fee is NOT paid for Contested Hearings on transcripts or reports with no testimony.

C. MANDATORY POST DISPOSITION REVIEW— by assigned attorney \$160
(for each appearance made by assigned attorney)

4. AB12 CASE FEE:

A. When originates from 602 \$970

B. When originates from 300 and is a new case \$970

C. When continues from established 300 case there is no new case fee

5. MOTIONS- a copy of the motion must be attached to the bill for review.

A. COMPLEX MOTIONS

\$325

A complex motion is one that includes complex issues, original research, original writing, or a combination of these things. Extensive details and facts regarding the client could also make a motion fall into this category. (e.g. –difficult presumed father or relative placement motions, complex 700.1 or a detailed Romero motion) In this type of motion facts are detailed and attorney has attempted to analyze and distinguish the case, or goes beyond addressing simple issues that have been previously briefed.

B. STANDARD MOTIONS

\$110

A Standard motion is one that uses material that has been previously briefed, but still requires some original material that analyzes the applicability of the case's facts to the cited law and a statement of facts. Should include unique application to your client and argument applicable to your case.

C. MOTION USING STANDARD "JV" FORMS – 300 AND 602

\$80

This motion is one where the motion simply requires the filling in of a form after finding Out information from or about your client his or her circumstances. (e.g. – WIC 778,338)

D. BOILERPLATE MOTIONS

\$0

A Boilerplate motion is one that has no original research, writing, argument or thought about the case and the only original work is the caption and possibly a brief statement of facts. These are basic motions to continue, motions to join in someone else's motion, in limine motions for not using certain terms like "victim", federalizing all objections, and the like.

Note on Motion Levels: If you feel that your motion does not fit into a specific level – Administrative Fees may be requested with a detailed explanation of why your work is beyond the level generally applicable. (See section IV: 1)

E. HEARINGS AND ARGUMENT ON MOTIONS

\$100/hour

6. OTHER JUVENILE RELATED ASSIGNMENTS

A. Managing Attorney Special Assignments – per hour	\$105/hour
B. Adoption/Guardianship-per hour	\$90/hour
C. DEJ Violations	\$160
D. EMP Violations	\$160
E. Guardian Ad Litem #1	\$970
As client representative in court when client has mental health Issues. Bill case fee and reviews just like any other dependency case.	
F. Guardian Ad Litem #2- per hour Representation of a minor where the client/minor has a potential civil claim.	\$100/hour
G. Juvenile Court Adoption- per hour	\$90/hour
H. Line-up	\$295
I. Officer of the Day- half day/full day Half Day is 8:30-12:00 or 1:30-4:30	\$250/\$500
J. Sealing Fee is per client. If more is warranted attorney should request an Administrative Fee with explanation as to why extra fee is warranted.	\$110
K. Witness Representation – Case Fee plus Hourly Rate	\$325 \$105/hour
L. Miranda advice to in-custody 15 y.o. or younger minor [SB395] On-call 24 hours for consultation—non-holiday 24 hours On-call 24 hours for consultation—holiday 24 hours Consultation with 15 y.o. or younger minor [SB395]	\$250 \$500 \$135/hour
This fee covers travel to/from location of minor to be questioned and time spent doing the consultation.	
M. Miranda advice to minors requested by Juvenile Probation. This fee covers travel to/from location of minor to be questioned and time spent doing the consultation.	\$135/hour

7. RE-ASSIGNMENT OF CASES

When re-assignment of a case is made, the Chief Defender, Assistant Chief Defender or Managing Attorney of the Juvenile Office will determine the fee to be paid. The factors considered in making the fee determination will be the type of case reassigned, the complexity of that case, as well as the status of the case on the court calendar.

IV. JUVENILE EXTRAORDINARY FEE REQUESTS

1. ADMINISTRATIVE FEE CASES– Reviewed by Managing Attorney (for requests up to \$2500 additional to fee schedule. This applies to both 300 and 602 cases.

Cases that do not meet the criteria for treatment as a Special Fee Case (see below), and yet require **extraordinary** effort and time, may be considered for additional compensation. The standard case fee already includes compensation for things that would normally come up in a case including working with a PI, expert, mental health expert, motions to continue, etc. When you have a case that is particularly complex or difficult you may apply for an Administrative Fee.

Administrative Fee requests must seek a **specific amount of compensation**. (Specific dollar amount.) A letter describing the case and specific factors that made it extraordinary should be attached to the bill. Additionally, the letter should include a brief itemization of the time invested. A brief statement simply asking for the additional fee without details is insufficient. Insufficiently documented requests will be returned for documentation and may not be paid.

Your bill should reflect your understanding that the Fee Schedule was designed to cover the vast majority of cases, and is intended to compensate all attorneys on the panel equally for their work. While the Administrative Fee process is available to compensate lawyers for truly extraordinary cases, the evaluators will be mindful of the fact that panel attorneys are never asked to return money on cases assigned to them that settle quickly with little time or effort.

2. JUVENILE SPECIAL FEE CASES– Special Fee cases are assigned by the Managing Attorney. These cases are billed hourly; no other part of the fee schedule is used in billing these cases. In determining whether or not a case is appropriate for special fee status, the Managing Attorney will evaluate the case in light of the realities of indigent criminal/juvenile defense representation, including our inability to pay the true market value of attorney services.

A. DETERMINATION OF SPECIAL FEE CASES:

Determination regarding if a juvenile case is a special fee case may be made in advance of assignment or at the request of an attorney, but the special fee status can only be designated by the Managing Attorney. The specific hourly rate is determined by the type of case and/or by the Managing Attorney. (See section B below.)

Factors that are considered in determining whether or not a case merits Special Fee treatment include:

- i. Difficult Client – serious mental issues, personality, contrariness, etc.
- ii. Nature of charges – Seriousness of the offenses charged, potential serious dispositional consequences
- iii. Extra Hours – unusual legal issues, complex cases, quantity of documentary evidence to review, difficult witnesses to interview, etc.
- iv. Motions – unusual in scope or number (attach copy to billings)

B. JUVENILE SPECIAL FEE HOURLY RATES

When a case is a special fee case, the billing consists only of hourly billing. You should not bill a case fee, disposition fees, motion fees, or any other set type of fee.

- 1. \$135/hour* Applies to Murder, and Attempted pre-meditated Murder
- 2. \$120/hour* Applies to extremely serious felony 707(b) offenses or Sexual Assault cases as defined In Penal Code section 290.008, gang cases and non-premeditated attempted murder cases. Applies to complex 300 cases (i.e. shaken baby cases, etc.) Managing Attorney determines which cases are appropriately set at this level
- 3. \$105/hour* Applies to Serious 602 cases including those involving strike offense, Complex 300 cases, 300 cases involving extremely difficult clients. Managing Attorney determines which cases are appropriately set at this level.
- 4. \$105-150/hour Advisory Counsel and Stand By Counsel. Amount will be determined based on type of case and charge. A Staff Attorney will determine the appropriate hourly fee based on the underlying charges and facts.
- 5. \$90-125/hour* Applies to all other cases that the Managing Attorney determines are appropriately set as special fee cases, special projects or special assignments.

*The rate paid for Contested Hearings in these cases will be the higher rate of either the Contested Hearing Rate of \$100 per hour or the approved Special Fee rate.

C. Special Fee Request Format

The majority of Special Fee cases will be predetermined by the Managing Attorney. If you have a case that was not already marked as a Special Fee case that you think should have been, you should contact the Managing Attorney.

If you have a case that you would like to have considered as a special fee case that is not one by definition by its charge or sentence, then you **MUST** get approval from the Managing Attorney **BEFORE** you submit **ANY** special fee billing. Any such vouchers will be returned if you do not get approval **prior** to submitting hourly billing.

Without violating the attorney client privilege or compromising either the rights of the client or the attorney's ethical or legal duties, each Special Fee request **must** include the following:

1. An email to the Managing Attorney explaining the charges against the client and why you believe the case is or should be a special fee case.
2. A notation on the first billing of the case as to why it is special fee case, that the Managing Attorney approved it as a special fee, and why (very briefly) it is special fee.
3. Special Fee billing must be specific and detailed and done **MONTHLY**.

Specific examples of how this billing must be done are as follows:

- a. Attorneys shall identify each major issue researched and the time spent on them.
- b. The bill shall indicate the nature of the work performed, i.e. Jurisdictional Hearing, Contested Hearing, Contested Dispositional Hearing, review of discovery, etc.
- c. Identify the documents reviewed
- d. Identify any motion researched or drafted
- e. State the nature of the court appearance and the time involved
- f. All time spent must be itemized in 1/10 hour increments

3. BILLING NOTES FOR ALL CASE TYPES

A. In ANY CASE – when the client fails to appear at any point in the proceedings and the PDP is relieved, the case may be submitted for payment. If the client returns to court within sixty (60) days of the FTA, then the previously assigned attorney will be expected to resume representation of the client, and no additional case fee may be billed. (Policy and Procedure Manual 3.2.4) If a client fails to appear for the third time for with the same attorney, then the attorney can bill for a new case fee.

B. ALL bills must be submitted within 90 days of completion of the case or they may not be paid.

C. All Special Fee/Hourly Cases must be billed **MONTHLY** or bills may not be paid.

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE SAN MATEO COUNTY BAR ASSOCIATION

FY 2019-2021

APPENDIX C

CLIENT COMPLAINT PROCEDURES

Contract with County requires OD to log complaint into a centralized database with:

- a. Name of person making complaint;
- b. If not the PDP client, relationship to the client;
- c. Details of the complaint;
- d. All actions taken by the OD and/or administrative staff in response, including any investigative actions;
- e. Disposition of the complaint.

If appropriate, the OD shall:

- a. Contact the client to gather additional info;
- b. Contact other who may offer relevant info;
- c. Review Court records;
- d. Contact attorney to investigate merit of complaint.

OD may or may not recommend a change to the assigned attorney after considering;

- a. Nature and seriousness of complaint;
- b. Relationship between the complainant and assigned attorney;
- c. Specificity of the complaint;
- d. Veracity, substance/merit of complaint;
- e. Urgency of complaint;
- f. Timeliness of complaint in relation to the status of the case;
- g. Impact change would have on the outcome of the case;
- h. Best interests of client.
- i.

If No Change is Recommended, OD should inform client:

- a. Right to bring a Marsden
- b. Right to appeal to Managing Atty., ACD or Chief Defender and ultimately Co. Manager
- c. Right to file a complaint with the State Bar of California
- d. Provide complaint form to client and direct them to its location on the Cal. Bar website

Trial

You have the right to a Jury Trial where twelve jurors must all agree before you can be found guilty. You can also choose to have a Court Trial where the Judge alone decides the outcome. Your lawyer will provide you with complete and diligent legal representation throughout the entire legal process, including your trial.

Sentencing

Practically all sentences for misdemeanors include formal or informal probation, a fine, community service, time on a work program, or in some instances, time in custody.

Convictions for some offenses will affect your driving privileges or immigration status and some convictions have long-term registration requirements. Be sure to listen carefully to your lawyer and ask him or her questions about how a plea of guilty or no contest will affect you.

Questions or Concerns:

The Private Defender Program offices are open Monday through Friday, 8:30am-noon and 1:00-5:00pm. There is an Officer of the Day available to receive calls at (650)298-4000 or visits regarding any questions, concerns or complaints you may have about the handling of your case

All complaints will be thoroughly investigated, discussed with you and logged into the Private Defender database. If you are not satisfied with the outcome of that investigation, you will be able to appeal the decision. In that case, the appeals process will be carefully explained to you.



Misd. Arraignment Date _____

PRIVATE DEFENDER PROGRAM

650-298-4000
333 Bradford St., Ste. 200
Redwood City, CA 94063
Mon-Fri 8:30-5:00 pm
(closed noon-1:00)

COURT DATES

_____ at _____ am/pm RWC/SSF
_____ at _____ am/pm RWC/SSF
_____ at _____ am/pm RWC/SSF

IF YOU ARE IN CUSTODY: Call the Private Defender Program (#210 from jail) 2 or 3 working days from today during office hours. The receptionist can tell you the name and phone number of the attorney appointed to represent you. The attorney will come to visit you before the next court appearance.

IF YOU ARE OUT OF CUSTODY: Call the Private Defender Program a week from today during office hours. The receptionist can tell you the name and phone number of the attorney appointed to represent you. It is your duty to contact the attorney and set up an appointment.

My Attorney's Name:

Phone Number:

The Private Defender Program

The Private Defender Program is operated by the San Mateo County Bar Association under a contract with the County of San Mateo. All Private Defenders are experienced criminal lawyers, licensed to practice law in California.

Private Defender lawyers work with well-trained, experienced investigators and experts in a variety of fields. Every person charged with a misdemeanor has the right to be represented by an attorney at all stages of the criminal proceedings. If you cannot afford an attorney, the San Mateo County Superior Court will appoint the Private Defender to represent you.



The Court Process for Misdemeanors

A misdemeanor is a criminal charge that can carry a maximum sentence of up to one year in the county jail and/or a fine of up to \$1,000, plus penalty assessments.

Conviction of a misdemeanor can have serious consequences. Therefore, any person charged with a misdemeanor offense should consult with an attorney prior to proceeding with their case.

If you are arrested for a misdemeanor and held **in custody**, you will be brought to your first court appearance within 48 hours of your arrest.

If you were released on a citation or you posted bail and are **not in custody**, you will have been

given a date, time and place for your first court appearance.

Arraignment

The first court appearance is called the Arraignment. During the Arraignment:

- You are informed of the charges against you.
- You are given a copy of the Complaint listing the charges against you.
- You are advised of your constitutional rights.
- You can apply to have the Private Defender Program represent you.
- You enter a plea of not guilty.
- The Court will set a date for a Pre-Trial Conference and a Jury Trial.

Bail or Release on Own Recognizance

If you are in custody, the Private Defender lawyer in court will request you be released on your "own recognizance" or that the court set a reasonable bail – money or some form of property posted with the court in exchange for your release. Information on how to contact a bail bond agency is located in the Maguire and Maple Street Correctional Facilities.

Contacting your Private Defender Lawyer

Within a few days of your Arraignment, a specific lawyer will be assigned to your case. You can learn the name and contact information for your lawyer by calling the Private Defender offices during business hours. It is very important for you to work with your lawyer to achieve the best outcome for your case.

If you are in custody, your lawyer will visit you in the jail before your next court date. **You should not discuss your case on the phone with anyone.** All phone conversations within the jail

are recorded and what you say may be used against you in Court.

If you are not in custody, you should arrange to meet with your lawyer before your next court date. You may be asked to provide the names and contact information for potential witnesses. Your lawyer will request investigation and prepare pre-trial motions, as needed. These might include motions to keep evidence out of court, limit the use of certain evidence or to dismiss the charges before trial.

Pre-Trial Conference

At a Pre-Trial Conference, your lawyer will meet with the District Attorney and a Judge to discuss a possible settlement of your case. Your lawyer will present your side of the case in an effort to reduce the charges or the possible sentence. Your lawyer is required to present any offer to settle the case to you, even one you may consider to be unreasonable. You should discuss the offer with your attorney but remember that you have the final decision as to whether you wish to accept or reject the offer. If the offer is rejected your case will be confirmed for trial.

If you enter a plea of guilty or no contest you will usually be sentenced immediately. As a general rule, you will have to complete and sign a "Change of Plea and Waiver of Rights" form prior to entering your plea. Be sure you carefully read and understand this form

court decides there is probable cause, you will be ordered to appear for Arraignment in Superior Court.

Arraignment in Superior Court

Before the Arraignment in Superior Court, the District Attorney will file the charges in an Information. Arraignment on the Information is generally set approximately two weeks after the Preliminary Hearing. These proceedings are held at 400 County Center in Redwood City.

After entering new pleas of not guilty, you will have a Pre-Trial Conference and a Jury Trial set. You will have the right to set a trial date within 60 days. You can also waive your right to a speedy trial and set a trial date out more than 60 days from the date of the Arraignment.

Pre-Trial Conference

A date for a Pre-Trial Conference is set at the Arraignment. There, your lawyer, the District Attorney and the Court and will meet to discuss a possible settlement of your case before trial. Your lawyer must present you with any offer to settle the case against you, even what you may consider an unreasonable offer.

The ultimate decision to accept or reject an offer is yours and yours alone.

Trial

You have the right to a Jury Trial where twelve jurors decide if you are guilty or not guilty. Or you can have a Court Trial where a judge alone decides. Your lawyer will provide you with complete and diligent legal representation throughout the entire legal process, including your trial.

Questions or Concerns

The Private Defender Program has an Officer of the Day available to receive calls or visits regarding any questions, concerns or complaints you may have about the handling of your case.

All complaints regarding the handling of your case will be thoroughly investigated, discussed with you and logged into the Private Defender database. If you are not satisfied with the outcome of that investigation, you will be able to appeal the decision. In that case, the appeals process will be carefully explained to you.



Felony Arraignment Date _____

PRIVATE DEFENDER PROGRAM

650-298-4000

333 Bradford St., Ste. 200

Redwood City, CA 94063

Mon-Fri 8:30am-5:00pm

(closed Noon-1:00pm)

COURT DATES

_____ at _____ am/pm RWC/SSF
_____ at _____ am/pm RWC/SSF
_____ at _____ am/pm RWC/SSF

IF YOU ARE IN CUSTODY: Call the Private Defender Program (#210 from jail) 2 or 3 working days from today during office hours. The receptionist can tell you the name and phone number of the attorney appointed to represent you. The attorney will come to visit you before the next court appearance.

IF YOU ARE OUT OF CUSTODY: Call the Private Defender Program a week from today during office hours. The receptionist can tell you the name and phone number of the attorney appointed to represent you. It is your duty to contact the attorney and set up an appointment.

My Attorney's Name: _____

Phone Number: _____

The Private Defender Program

The Private Defender Program is operated by the San Mateo County Bar Association under a contract with the County of San Mateo. All Private Defenders are experienced criminal lawyers, licensed to practice law in California.

Private Defender lawyers work with well-trained, experienced investigators and experts in a variety of fields. Every person charged with a felony has the right to be represented by an attorney at all stages of the criminal proceedings. If you cannot afford an attorney, the San Mateo County Superior Court will appoint the Private Defender Program to represent you.



The Court Process for Felonies

A felony is a serious criminal charge that can, upon conviction, result in a sentence of more than a year in County Jail or State Prison.

If you have been charged with committing a felony and are **in custody**, you will typically be brought to your first court appearance within 48 hours of your arrest.

If you are **not in custody**, you will have been given a time and place for your first court appearance.

Arraignment

This first court appearance is called the Arraignment. During an Arraignment:

- You are informed of the charge(s) against you.

- You are given a copy of the Complaint listing the charges against you.
- You are advised of your constitutional rights.
- You can apply to have the Private Defender represent you.
- You enter a plea of not guilty.
- The court will set a date for a Preliminary Hearing and, in some cases, a Superior Court Review.

Bail or Release on Own Recognizance

If you are in custody, the Private Defender lawyer in court will request you be released on your "own recognizance" or that the court set a reasonable bail – money or some form of property posted with the court in exchange for your release. Information on how to contact a bail bond agency is located in the Maguire or Maple Street Correctional Facilities.

Contacting your Private Defender

Within a few days of your Arraignment, a specific lawyer will be assigned to your case. You can learn the name and phone number of that lawyer by calling the Private Defender offices during business hours. It is very important for you to work with your Private Defender lawyer to achieve the best outcome for your case.

If you are in custody, your lawyer will visit you in the jail before your next court date. **You should not discuss your case on the phone with anyone.** All phone conversations within the jail are recorded and what you say can be used against you in Court.

If you are out of custody, you should arrange to meet with your lawyer before your next court date.

Your lawyer will request investigation and prepare pre-trial motions, as needed. These may include motions to keep evidence out of court, limit the use of certain evidence or to dismiss the charges before trial. You may be asked to provide the

names and contact information for potential witnesses and other key information.

Superior Court Review

Your case may be eligible for an early resolution if certain conditions are met. This process is called Superior Court Review.

At a Superior Court Review, the District Attorney, the court and your lawyer meet to discuss your case.

The District Attorney may make an offer to settle the case without a Preliminary Hearing and a Jury Trial.

Your lawyer must present you with any offer to settle the case, even one you may consider to be unreasonable. This is to ensure you can intelligently exercise your constitutional rights and have full and complete information.

The ultimate decision to accept or reject an offer is yours and yours alone.

Preliminary Hearing

You have a right to a Preliminary Hearing within 10 court days or 60 calendar days from the date of the arraignment. This date can be set farther out if you choose to give up or waive that right. This is called a time waiver.

The Preliminary Hearing is a hearing before a Judge where the District Attorney, by calling witnesses, seeks to establish that probable cause exists to believe that a crime was committed and that you are probably the person that committed it.

The defense may question the witnesses, call witnesses and challenge the sufficiency of the evidence at a Preliminary Hearing. It's important to remember that probable cause is a low standard of proof, otherwise known as a strong suspicion.

If the court decides there is no probable cause, the charge(s) against you will be dismissed. If the

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO
STANDARD AGREEMENT rev December 2016
with SAN MATEO COUNTY BAR ASSOCIATION, a corporation

AGREEMENT NUMBER
K# 41-20-D003

1. In this agreement (“Agreement”), the term “Contractor” refers to SAN MATEO COUNTY BAR ASSOCIATION, a corporation, (hereinafter, “Association”, and the term “Court” refers to the Superior Court of California, County of San Mateo
2. It is the desire of both the Court and the Contractor to provide appropriate and competent legal representation and services to financially eligible children and parent(s) who are parties in proceedings adjudicated by the Juvenile Dependency Division of the Court, pursuant to Welfare and Institutions Code Section 300. The Contractor is qualified to provide legal representation and services through its Private Defender Program, subject to the authority of the Court to appoint counsel in accordance with Welfare and Institutions Code Section 317.
3. This Agreement is effective as of July 1, 2019 and expires on June 30, 2021.
4. The maximum amount the Court may pay Contractor under this Agreement is \$923,000.00 per year for a total not to exceed of \$ 1,846,000.00. (the “Contract Amount ”). The Court shall make payments to Contractor in the manner specified herein and in Appendix “C” Payment Terms.
5. The purpose or title of this Agreement is to provide appropriate and competent legal representation and services to all financially eligible children and parent(s) who are parties in proceedings adjudicated by the Juvenile Dependency Division of the Court pursuant to Welfare and Institutions Code Section 300. The Contractor will provide qualified Attorneys for acceptance of appointment as counsel for all financially eligible persons entitled to court-appointed counsel as a matter of law in the Superior Court of San Mateo County

The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.

6. Notices: Notices, as may be required in the Agreement, will be provided to the following:

Court:

Superior Court of California, County of San Mateo
Attn: Jeniffer Alcantara
400 County Center, 2nd Floor
Redwood City, CA 94063
Telephone: (650) 261-5650
Email: jalcantara@sanmateocourt.org

Contractor:

San Mateo County Bar Association
Attn: Myra Weiher, Chief Private Defender
333 Bradford Street, Suite 200
Redwood City, CA 94063
Telephone: 650-298-4006
Email: myraw@smcba.org

7. The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

Appendix A – General Terms and Conditions
Appendix B – Scope of Services and Service Levels
Appendix C – Payment Terms
Attachment 1 – Contractor Certification
Attachment 2 – Statement 504 Certification
Attachment 3 – Unruh Civil Rights Act and FEHA Certification
Attachment 4 – Fee Schedule

APPROVALS

(For Court Use Only)

PROJECT MANAGER APPROVAL

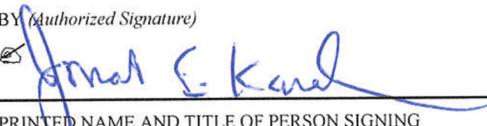
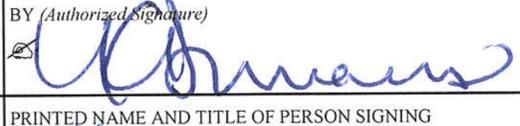
Approved by: Jeniffer Alcantara, Senior Managing Attorney	
SIGNATURE OF APPROVING AUTHORITY 	DATE 6-20-19

FINANCE DIRECTOR REVIEW AND PROCESSING

Approved by: Steven Chang, Director of Finance	
SIGNATURE OF APPROVING AUTHORITY 	DATE 6-26-19

LEGAL APPROVAL (if applicable)

Approved as to legal form by: N/A	
SIGNATURE OF REVIEWING ATTORNEY 	DATE

COURT'S SIGNATURE	CONTRACTOR'S SIGNATURE
Superior Court of California, County of San Mateo	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized) San Mateo County Bar Association
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Hon. Jonathan Karesh Presiding Judge	PRINTED NAME AND TITLE OF PERSON SIGNING Kathleen A. Durran Vice-President, SMCBA
DATE EXECUTED Date. 6/26/2019	DATE EXECUTED Date. 6/19/2019
ADDRESS 400 County Center Redwood City, CA 94063	ADDRESS Contractor Address.

APPENDIX A

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- A. Wherever capitalized in this Agreement, the following words shall have the following meanings:
- i. **“Agreement”** mean(s) the entire integrated agreement between the Court and the Contractor, as attached to and incorporated by a fully executed Standard Agreement Coversheet form.
 - ii. **“Agreement Amount”** means the maximum amount encumbered under this Agreement as set forth on the Standard Agreement Coversheet of this Agreement.
 - iii. **“Fee Schedule”** means the schedule of rates and fees set forth in the San Mateo County Bar Association Private Defender Program Dependency Fee Schedule Effective 1/1/18 (Revised 2/7/19, A copy of the Fee Schedule is Attached hereto as Attachment 4 and incorporated herein by reference.
 - iv. **“Amendment”** means a written document issued by the Court and signed by the Contractor which alters the Agreement and identifies the following:
 - a. A change in the Services;
 - b. A change in Agreement Amount;
 - c. A change in time allotted for performance; and/or
 - d. An adjustment to the Agreement terms.
 - v. **“Child”** or **“Children”** refers to all children and youth, including eligible non-minor dependents in juvenile dependency proceedings.
 - vi. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the Court’s business or the business of its constituents. Confidential Information does not include:
 - a. Information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party;
 - b. Information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement;
 - c. Information that is independently developed by the receiving party without reference to the Confidential Information; and

- d. Information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- vii. “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, subsidiaries, affiliates, or combination thereof, including joint ventures, contracting with the Court to perform the Services. The Contractor is one of the parties to this Agreement.
- viii. “**Court**” means the Superior Court of California, County of San Mateo.
- ix. “**Force Majeure**” means a delay that prevents the timely performance of any obligation because such delay or failure to perform was unforeseeable and beyond the control of the party that failed to perform. Acts of Force Majeure include, but are not limited to:
 - a. Acts of God or the public enemy;
 - b. Acts or omissions of any government entity;
 - c. Fire or other casualty for which a party is not responsible;
 - d. Quarantine or epidemic;
 - e. Strike or defensive lockout; and,
 - f. Unusually severe weather conditions.
- x. “**Parent**” refers to all parents, guardians, and de facto parents in juvenile dependency proceedings.
- xi. “**PCC**” refers to the California Public Contract Code.
- xii. “**Services**” means the services to be performed by the Contractor pursuant to this Agreement, as set forth in Exhibit B (Scope of Services and Service Levels).
- xiii. “**Standard Agreement Coversheet**” refers to the form used by the Court to enter into agreements with other parties.
- xiv. “**Standard Amendment Coversheet**” refers to the form used by the Court to amend agreements with other parties.
- xv. “**Subcontractor**” shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement.
- xvi. “**Third Party**” refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the Court or the Contractor, which is not a party to this Agreement.

2. INDEPENDENT CONTRACTOR

Contractor shall be, and is, an independent contractor, and is not an employee or agent of the Court, and is not covered by any employee benefit plans provided to Court

employees. Contractor is liable for the acts and omissions of itself, its employees, its Subcontractors and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the Court, and Contractor. Contractor will determine the method, details and means of performing the Services, including, without limitation, exercising full control over the employment, direction, compensation and discharge of all Subcontractors, agents, employees or other persons assisting Contractor in the performance of the Services. Contractor shall be solely responsible for all matters relating to the payment of Contractor's employees, including but not limited to compliance with Medicare, social security, income tax withholding, unemployment and workers' compensation laws and regulations, withholding for/providing of any and all employee benefits, and all other laws and regulations governing such matters. Neither party to this Agreement has any authority to enter into any contract or otherwise incur any liability in the name of, or on behalf of, the other party.

3. QUALITY OF SERVICES

- A. Contractor agrees that each of its employees, Subcontractors, and agents assigned to perform any Services under this Agreement shall have the skills, training, and background reasonably commensurate with his or her responsibilities, so as to be able to perform in a competent and professional manner. Contractor further agrees that the Services provided shall be performed in good faith and in a competent and timely manner consistent with professional standards for such work, will conform to the requirements of this Agreement, and will not infringe upon the rights of third parties. In addition, Contractor shall, and shall cause its employees, agents and Subcontractors to:
- i. Provide quality representation for its clients, and comply with the provisions of California Welfare and Institutions Code section 317 and California Rules of Court, rule 5.660.
 - ii. Provide competent attorneys to render the Services ("Attorneys"). Contractor's Attorneys shall participate regularly in continuing legal education activities respecting juvenile dependency issues, and shall demonstrate adequate skills, knowledge and comprehension of the statutory scheme, purposes and goals of dependency proceedings, the specific statutes, rules of court and cases relevant to such proceedings, and the applicable procedures for filing petitions for extraordinary writs and other documents.
 - iii. Not restrict its Attorneys' ability to serve on countywide committees, or their ability to participate in or lead public training seminars or conferences, provided such activities are consistent with the Attorneys' obligations as professionals and the performance of the Services.
 - iv. Adhere to the State Bar Act and the California Rules of Professional Conduct relative to the provision of the Services.

4. COURT'S QUALITY ASSURANCE PLAN

- A. The Court or its agent may evaluate Contractor's performance under this Agreement. Such evaluation may include assessing Contractor's compliance with all Agreement terms and performance standards.
- i. The Court may perform annual peer, client and judicial officer evaluation of Attorneys, including Attorneys providing services on a subcontracting basis. Contractor agrees to participate in the evaluation process by providing information requested by the Court, including completion and return of peer evaluation forms to the Court or to the Court's agent as requested.
 - ii. Contractor's deficiencies which the Court determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to Contractor. The report may include recommended improvements and corrective measures required to be taken by Contractor. If Contractor's performance remains unsatisfactory to the Court, the Court may terminate this Agreement for cause or impose other penalties as specified in this Agreement. Any evaluation of Contractor's performance conducted by the Court shall not be construed as an acceptance of Contractor's work product or methods of performance. Contractor shall be solely responsible for the work product it delivers under this Agreement; Contractor shall not rely on the Court to perform any quality control review of Contractor's work product, and Contractor shall be solely responsible for the quality, completeness, and accuracy of its own work product.
- B. As required by PCC 10353.5, Contractor shall (i) adhere to legal cost and billing guidelines designated by the Court; (ii) adhere to litigation plans designated by the Court, if applicable; (iii) adhere to case phasing of activities designated by the Court, if applicable; (iv) submit and adhere to legal budgets as designated by the Court; and (v) submit to legal bill audits and law firm audits if so requested by the Court, whether conducted by employees or designees of the Court or by any legal cost-control provider retained by the Court for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the Court.

The Contractor shall have the sole responsibility for determining the fees and rates paid to the Private Defender Program Attorneys for work performed under the terms of this Agreement. The Contractor shall provide to the Court a copy of the current Fee Schedule, setting forth such fees and rates, and shall provide to the Court a copy of any modifications to the Fee Schedule 30 days prior to adoption by the Contractor. The Court and Contractor agree to meet and confer regarding the proposed changes to the Fee Schedule within 30 days of notice.

The "not to exceed" contract amount stated on the standard contract cover page shall include any Extraordinary Case Costs (as defined herein) that may be paid to Attorneys upon petition and finding by the Superior Court of the County of San Mateo. Extraordinary Case Costs are defined as those fees on an individual matter that exceed the total amount payable under the Fee Schedule, including the

Administrative Fee, by 20% or more. For the avoidance of doubt, Extraordinary Case Costs do not include fees/costs for ancillary services including investigators, experts and other forensic services. The fees related to the filing of the petition shall be payable to the Attorney only in the event the petition is granted. As the contract vendor for the San Mateo Superior Court, it is the responsibility of the Contractor to manage the costs of dependency counsel to ensure the most effective and efficient provision of services within the funding available.

The Contractor agrees that all funds provided to it pursuant to this contract will be used only to enable the Contractor to meet its responsibilities as herein defined.

5. SUBCONTRACTING

- A. Contractor is prohibited from subcontracting this Agreement or any part of it, unless such subcontracting is first approved by the Court in a written instrument executed and approved in the same manner as this Agreement. An agreement made in violation of this paragraph shall confer no rights on any party and shall be null and void.
- B. If requested by the Court, Contractor shall provide documentation that the proposed Subcontractor is experienced and able to perform that portion of the Services Contractor wishes to subcontract. Contractor shall require all Subcontractors to comply with the provisions of this Agreement. Contractor shall provide copies to the Court of all agreements with Subcontractors who will perform Services pursuant to this Agreement. The Court's approval of subcontracts shall in no way relieve Contractor of any of its responsibilities and obligations under this Agreement.

6. INDEMNIFICATION

Contractor will defend (with counsel satisfactory to the Court or its designee) indemnify and hold harmless the Court, and their officers, agents, and employees from and against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any goods, services, or deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Court's prior written consent, which consent shall not be unreasonably withheld; and the Court shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and

expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

7. INSURANCE

- A. Insurance Required. Without limiting Contractor's indemnification obligations, Contractor shall secure and maintain in force throughout the term of this Agreement the following types of insurance with limits as shown. Each policy, other than the Professional Liability policy, shall be written on an "occurrence" form. The Professional Liability policy may be written on a "claims made" form.
- i. Workers' Compensation—A program of Workers' Compensation Insurance in an amount and form sufficient to meet all applicable requirements of the California Labor Code. This coverage shall not be required when Contractor has no employees.
 - ii. Commercial General Liability Insurance—Coverage at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy shall provide limits of at least \$1,000,000 per occurrence and annual aggregate.
 - iii. Automobile Liability Insurance—If an automobile is used in providing the Services, automobile liability insurance covering bodily injury and property damage and applicable to all owned, non-owned, leased, and hired vehicles. The policy shall provide combined single limits of at least \$500,000 per occurrence.
 - iv. Professional Liability Insurance—Covering any act, error, or omission committed in the performance of Services under this Agreement. The policy shall provide limits of at least \$1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the termination and acceptance of all work provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.
- B. Umbrella Policies. Contractor may satisfy coverage limits required in Section 7.A above through any combination of basic coverage and umbrella insurance.
- C. Additional Insured Endorsements. All policies required in Section 7.A above, with the exception of Workers' Compensation, and Professional Liability, must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of Services under this Agreement: The State of California, the Judicial Council of California, the Superior Court of California, County of San Mateo (Court) and their respective judges, subordinate judicial

officers, executive officers, administrators, and any and all of their other officers, officials, agents, representatives, contractors, volunteers or employees.

- D. Required Policy Provisions. Each policy required in Section 7.A above must provide that:
- i. The insurance is primary and non-contributory with any insurance or self-insurance programs carried or administered by the Court.
 - ii. The insurance shall apply separately to each insured against whom a claim is made and/or a lawsuit is brought, except with respect to the limits of the insurer's liability.
 - iii. Each insurer waives any right of recovery or subrogation it may have against the State of California, the Judicial Council of California, the Superior Court of California, County of San Mateo (Court), including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents for loss or damage.
- E. Notices. The Contractor shall provide the Court fifteen (15) days' advance written notice of any reduction in coverage or other change, nonrenewal, or cancellation, mailed to the address provided for notices in Section 22 J of this Exhibit.
- F. No Reduction or Limit of Contractor's Obligation. Insurance affected or procured by Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Court. Acceptance of Contractor's insurance by the Court shall not relieve or decrease the liability of Contractor hereunder.
- G. Evidence of Coverage. Before commencing any work under this Agreement, Contractor must furnish to the Court certificates of insurance and applicable endorsements, in form and with insurers satisfactory to the Court, evidencing that all required insurance coverage is in effect. The Court reserves the right to require Contractor to provide complete, certified copies of all required insurance policies.
- H. Accident Reporting. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Superior Court, Executive Officer, by mail, at the following address: San Mateo Superior Court, 400 County Center, Redwood City, California, 94063. Contractor shall promptly submit a written report, in such form as may be required by the Court, of all accidents which occur in connection with this Agreement. The report must include at least the following information:
- i. Name and address of the injured or deceased person(s);
 - ii. Name and address of Contractor's Subcontractor, if any;
 - iii. Name and address of Contractor's liability insurance carrier;
 - iv. A description of the circumstances surrounding the accident, whether any of the Court's equipment, materials or staff were involved and the extent of damage to Court and/or other property; and

- v. A description of what effect, if any, the accident will have upon Contractor's ability to perform the Services.

8. NOTICE OF TERMINATION AND TRANSITION SERVICES OTHER THAN WHEN TERMINATION IS FOR CAUSE OR NON-APPROPRIATION OF FUNDS

If either of the Parties to the Agreement intends not to contract further at the end of this two year Agreement, said Party shall deliver notice of such intent in writing no later than 90 days prior to the end date of this agreement (March 31, 2021). In the event of such Notice, there shall be a Transition Assistance Period that will begin immediately upon the effective date of termination of this Agreement (June 30, 2021). The Transition period will begin July 1, 2021 and continue for six months unless by mutual agreement of the parties, and in no event to exceed one year. During this Transition Assistance period, the Contractor and the Court shall reasonably cooperate to ensure a prompt and efficient transfer of all data, documents and other materials to a new service provider in a manner such as to minimize the impact of termination on the individuals receiving Services pursuant to this Agreement. The Court shall be responsible for any actual direct and indirect costs incurred by the Contractor during any period of Transition Assistance.

9. TERMINATION FOR CAUSE

- A. **Default.** Each of the following shall constitute an event of default ("**Event of Default**"):
 - i. Contractor fails or refuses to perform any covenant contained in this Agreement at the time and in the manner provided.
 - ii. Any representation or warranty made by Contractor is untrue when made or becomes untrue during the term of this Agreement.
 - iii. Contractor is generally not paying its debts as they become due.
 - iv. Contractor voluntarily files a petition in bankruptcy or to take advantage of any bankruptcy, insolvency, or other debtors' relief law of any jurisdiction.
 - v. Contractor is subject to an involuntary petition in bankruptcy filed by its creditors that has not been dismissed within forty-five (45) days of its filing.
 - vi. Contractor makes an assignment for the benefit of its creditors.
 - vii. A custodian, receiver, trustee, or other officer with similar powers is appointed over any substantial part of Contractor's property.
 - viii. Contractor winds up or dissolves its business, or is liquidated.
- B. **Remedies.** On and after any Event of Default, the Court shall have the right to exercise its contractual, legal and equitable remedies, which shall include, without limitation, the right to terminate this Agreement upon written notice or to seek specific performance of all or any part of this Agreement. In addition, the Court shall have the right (but no obligation) to cure or cause to be cured on behalf of

Contractor any Event of Default. Contractor shall pay to the Court on demand all costs and expenses incurred by the Court in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The Court shall have the right to offset from any amounts due to Contractor under this Agreement, or any other agreement between the Court and Contractor, all damages, losses, costs, fees, penalties, interest or expenses incurred by the Court as a result of such Event of Default.

10. TERMINATION FOR NON-APPROPRIATION OF FUNDS

- A. Contractor acknowledges that funding for this Agreement is conditioned upon appropriation by the California Legislature and allocation by the Judicial Council of California of sufficient funds to support the activities described in this Agreement. By written notice to Contractor, the Court may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the Court's budget, funding or financial resources. If this Agreement is terminated for non-appropriation:
- i. The Court will be liable only for payment in accordance with the terms of this Agreement for Services rendered and expenses incurred prior to the effective date of termination;
 - ii. Contractor shall be released from any further obligation to provide the Services affected by such termination; and
 - iii. Termination shall not prejudice any other right or remedy available to the Judicial Council.

11. ACTIONS OF CONTRACTOR UPON NOTICE OF TERMINATION FOR CAUSE OR NON-APPROPRIATION OF FUNDS

- A. Immediately upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by the Court and to minimize the liability of Contractor and the Court to Third Parties as a result of termination. All such actions shall be subject to the prior approval of the Court, at the Court's sole discretion, and shall be in accordance with the Attorneys' obligations to their clients.
- i. Withdrawal and Tail Representation. Contractor's Attorney(s) will continue to represent existing clients until Contractor's Attorney withdraws as counsel of record (or substitutes counsel) without prejudice to the interests of Contractor's clients and without violating any law, rule or regulation.
 - ii. Release from Performance of Services. Contractor's Attorneys will be released from performing Services to the extent Contractor's Attorney(s) effectively withdraws as counsel of record (or substitutes counsel) in accordance with Section 10.A.i above. If Contractor's Attorney(s) cannot be

released from performing Services due to an inability to withdraw as described above, Contractor and/or its Attorneys will give the Court as much written notice as possible before the termination date, which notice will describe each affected matter and the basis for the Contractor's Attorney(s) inability to withdraw, and the Contractor's Attorney(s) and the Court will then confer in good faith. If a court orders that Contractor's Attorney(s) maintain certain representations or, using its reasonable judgment, the Court determines that Contractor's Attorney(s) assertions warrant its continued representation as its withdrawal is not permitted for the reasons stated in the immediately preceding paragraph, then, until such time as this Agreement would have expired, (had it not been earlier terminated for change in law) pursuant to the expiration date of the Agreement or, if renewed, the date of expiration of the renewed Agreement, the following provisions shall apply:

- a. Contractor's Attorney(s) duties under this Agreement will continue after the termination date solely with respect to the affected matters;
- b. Compensation following the termination date will be at rates set forth in the attached Fee Schedule per client for legal services provided;

12. EFFECT OF TERMINATION

- A. In addition to any other remedies and actions set forth in this Agreement, if this Agreement is terminated for cause or non-appropriation of funds, the following will apply:
 - i. Payment Upon Termination. The Court shall pay for Contractor's Services satisfactorily performed through the effective date of termination; provided, however, that in no event shall Contractor's total compensation pursuant to this Agreement exceed the Agreement Amount.
 - ii. Offset and Deduction. The Court may deduct from any payment upon termination:
 - a. All payments previously made by the Court for Services covered by Contractor's final invoice.
 - b. The amount of any claim that the Court may have against Contractor in connection with this Agreement.
 - c. Where Contractor is terminated for cause, in the event the Court determines it must provide services to remedy the results of Contractor's inadequately performed Services, the Court may deduct, from any amounts owed Contractor hereunder, the Court's good faith estimate of the reasonable cost of replacing performance of such inadequately performed Services.

13. CLIENT FILES; OWNERSHIP OF DATA

Client Files. Contractor's Attorneys will provide to the client or subsequent counsel, at no cost, copies of all relevant client files produced by Contractor's Attorneys in the course of its performance of Services including, without limitation, any motions or briefs. Contractor's Attorney(s) will provide these copies upon request by the client or upon appointment of subsequent counsel. The client or the subsequent counsel may use the materials in the client file at his or her discretion.

Ownership of Data. All reports, records, files, documents, memoranda, schedules, recordings, information and other materials or data that the Contractor is required to create by the Court or provide to the Court pursuant to this Agreement (collectively, "Data") are the sole property of the Court without the payment of additional compensation to Contractor. Contractor shall provide the Court with all Data within thirty (30) days of the Court's written request. However, nothing in this Section 13 is intended to create any right in any person or entity to any Data that is covered by the attorney work-product doctrine.

14. PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE COURT

- A. Contractor understands and agrees that, in the performance of the Services under this Agreement or in contemplation thereof, Contractor may have access to private or Confidential Information (including confidential case information) that may be confidential by law, owned or controlled by, or entrusted to, the Court, their personnel or constituents and that the disclosure of such information to Third Parties may be damaging to the Court. Contractor agrees that all information disclosed to Contractor in connection with this Agreement shall be held in confidence and used only in the performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as Contractor uses to protect its own proprietary information and in any case no less than a reasonably prudent person or entity would use to protect his or her own proprietary data.
- B. Notwithstanding the foregoing, Contractor may disclose the Confidential Information to the extent necessary to comply with any law, rule, regulation or ruling applicable to it or as appropriate to respond to any summons or subpoena applicable to it; provided, however, that Contractor has given reasonable prior notice of its intention to disclose in order to give the Court an opportunity to seek a protective order.
- C. Contractor agrees that monetary damages are inadequate to remedy any breach or threatened breach of this provision and, accordingly, consents to injunctive relief for any breach or threatened breach hereof without the posting of any bond.

15. AUDIT AND RETENTION OF RECORDS

Contractor shall permit authorized representatives of the Court and/or its designee at any reasonable time to inspect, copy, or audit any and all records and documentation related to the performance of the Agreement, including records related to billings and other financial records. Contractor shall allow the auditor(s) access to such records during

normal business hours and shall allow the auditor(s) to interview any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Court to audit records and interview staff in any subcontract related to performance of this Agreement. Contractor shall correct errors and deficiencies by the 20th day of the month following the audit. Contractor shall maintain all records and documentation related to the performance of this Agreement, including records related to billings and other financial records, in an accessible location and condition for a period of not less than four (4) years after final payment is received pursuant to this Agreement or until after final audit has been resolved, whichever is later. Contractor shall adequately protect all records against fire or other damage. The State of California, or any other government agency or entity having an interest in the subject of this Agreement, shall have the same rights conferred upon the Court by this Section 16. Without limiting the foregoing, this Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.

16. ACCOUNTING SYSTEM REQUIREMENTS

Contractor shall maintain an adequate system of accounting and internal controls in accordance with Generally Accepted Accounting Principles (GAAP).

17. CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES

- A. By executing this Agreement, Contractor certifies under penalty of perjury under the laws of the State of California that the following representations and warranties are true and correct as of the Effective Date of this Agreement:
- i. Nondiscrimination/No Harassment Provisions and Compliance.
 - a. Nondiscrimination. During the performance of this Agreement, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation.
 - b. No Harassment. During the performance of this Agreement, Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor or its Subcontractors interact in the performance of this Agreement. Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
 - c. FEHA. Contractor shall comply with all applicable provisions of the Fair Employment and Housing Act, Government Code section 12990 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, sections 7285 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing

Government Code section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.

- d. Compliance with Americans with Disabilities Act. Contractor shall provide the Services specified in this Agreement in a manner that complies with the Americans with Disabilities Act, 42 United States Code section 012101 *et seq.* and applicable regulations and guidelines in accordance therewith (the “ADA”), and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of Services, benefits or activities provided under this Agreement.
- e. Notice to Labor Organizations. Contractor and its Subcontractors shall give written notice of their obligations under this Section to any labor organizations with which they have a collective bargaining or other agreement.
- f. Compliance. Contractor shall include the nondiscrimination and compliance provisions of this Section 18.A.i in any and all subcontracts issued to perform Services under the Agreement.
- ii. Conflict of Interest. Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 *et seq.* or 87100 *et seq.*; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- iii. Drug-Free Workplace. Contractor will provide a drug-free workplace as required by Government Code sections 8355 through 8357.
- iv. National Labor Relations Board. No more than one, final un-appealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.
- v. Licenses and Permits. Contractor and any Subcontractors providing Services under this Agreement have, and will maintain in full force and effect throughout the term of this Agreement, all licenses, permits, and qualifications legally required to provide the Services.
- vi. Covenant Against Gratuities. No gratuities, in the form of gifts, entertainment, or otherwise, were or will be offered by Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the Court with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement.
- vii. Authority. Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor’s signatory has authority to bind

Contractor to this Agreement. This Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms. If Contractor is a corporation, LLC, or limited partnership, Contractor is qualified to do business and in good standing in the State of California.

- viii. Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the Court. (Expatriate corporations are certain foreign incorporated entities that are publicly traded in the United States. For additional information, see PCC 10286.1.)
- ix. Domestic Partners, Spouses, Gender, and Gender Identity Discrimination If the Agreement Amount is \$100,000 or more, Contractor certifies that it is in compliance with PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity..
- x. Child Support Compliance Act. If the Agreement Amount is \$100,000 or more:
 - a. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

B. During the term of this Agreement, Contractor shall not take an action, or omit to perform any act, that results in a representation and warranty becoming untrue. Contractor shall promptly notify the Court if any representation and warranty becomes untrue.

18. [INTENTIONALLY OMITTED]

19. UNION ACTIVITIES

If the Agreement Amount is \$50,000 or more, no Court funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term).

20. IRAN CONTRACTING ACT

If the Agreement Amount is \$1,000,000 or more, Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“**Iran List**”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Court to enter into this Agreement pursuant to PCC 2203(c).

21. GENERAL

- A. Survival. Termination or expiration of this Agreement shall not affect, alter or impair the respective rights and obligations of the parties that accrue prior to the effective date of termination or expiration, except as otherwise expressly provided herein.
- B. No Endorsement. Contractor shall make no written or oral statement, which represents or implies any endorsement by the Court, or the State of California of Contractor, its employees or subcontractors or the quality of the Contractor’s, its employees’ or subcontractor’s services without the Court’s Executive Officer’s prior written consent, the granting of which shall be in the Court’s sole discretion. Nothing herein shall prevent Contractor’s disclosure of the existence and nature of this Agreement.
- C. Assignment. The Services to be performed by Contractor are personal in nature and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor, including delegation to one or more Subcontractors, unless such assignment or delegation is first approved by the Court by written instrument executed and approved in the same manner as this Agreement. All of the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and legal representatives. Any assignment or delegation in violation hereof shall be null and void.
- D. Waiver. Either party’s failure to enforce any of its rights pursuant to this Agreement shall not be construed as a waiver of such rights. Any waiver of any term of this Agreement must be in writing and executed by an authorized representative of the waiving party and shall not be construed as a waiver of any succeeding breach of the same, or breach of any other, term of this Agreement.
- E. Severability. The provisions of this Agreement are separate and severable. Should any court hold that any provision of this Agreement is invalid, void or unenforceable, then:
- i. The validity of other provisions of this Agreement shall not be affected or impaired thereby, and
 - ii. Such provision shall be enforced to the maximum extent possible so as to effect the reasonable intent of the parties and shall be reformed without

further action by the parties to the extent necessary to make such provision valid and enforceable.

- F. Compliance with Laws. Contractor shall keep itself fully informed of, and shall comply with, all applicable federal, state, and local laws, rules, regulations, rules of court and ordinances in any manner affecting the performance of this Agreement, as they may be amended from time to time.
- G. Time is of the Essence. Time is of the essence in Contractor's performance of this Agreement.
- H. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with California law, without regard to any conflict of law provisions that would direct the application of the laws of any other jurisdiction. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with the Agreement must be filed in San Mateo County, California, which shall be the sole venue for any such action.
- I. Agreement Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given their reasonable interpretation.
- J. Notices to the Parties. All notices, requests, demands, and other communications hereunder must be in writing and will be deemed to have been duly given when hand delivered or five (5) days after being deposited in the United States mail, if mailed by certified or registered mail, return receipt requested, postage prepaid, to the following contact information or at such other address as delivered by like notice:

To the Court:

San Mateo Superior Court
Attn: Jeniffer Alcantara
400 County Center, 2nd Floor
Redwood City, CA 94063

To the Contractor:

San Mateo County Bar Association
Attn: Myra Weiher
333 Bradford Street, Suite 200
Redwood City, CA 94063

- K. Amendments. This Agreement may not be modified or amended, except by written instrument executed and approved by all parties in the same manner as this Agreement. Requests for Amendments shall be submitted in writing and shall be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. Amendments to the Agreement shall be authorized via execution of a Standard Amendment Coversheet.
- L. Entire Agreement. This Agreement, consisting of the executed Standard Agreement Coversheet, the Agreement Funding and Account Code Information Form, and all addendums, exhibits and attachments thereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous modifications, agreements, proposals, negotiations, representations, and commitments, both oral and written, between the parties.

22. DVBE PARTICIPATION CERTIFICATION

If Contractor committed to achieve disabled veterans business enterprise (“DVBE”) participation, Contractor shall within sixty (60) days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the Court: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of any DVBE that participated in the performance of this Agreement; (3) the amount each DVBE received from the Contractor; (4) that all payments under this Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

APPENDIX B
SCOPE OF SERVICES AND SERVICE LEVELS

1. Scope of Services

A. Contractor and its Attorneys shall comply with San Mateo Superior Court Rules in performance of this Agreement.

B. Contractor and its Attorneys shall provide legal representation for both parents and juvenile clients in juvenile dependency proceedings in the Superior Court of California, County of San Mateo. The Contractor will provide necessary and appropriate ancillary services such as investigators, experts and other forensic services, the expense which is not otherwise provided by law. Case load includes all Juvenile Dependency cases in which the Private Defender Program is appointed by the Court on or after July 1, 2019 to June 30, 2021, and also includes cases to which they have been appointed prior to June 30, 2019 which are still active and open on July 1, 2019. This contract covers case load fees and costs incurred on or after July 1, 2019 through and including June 30, 2021.

C. This representation requires, but is not limited to, adherence to the following performance standards:

- i. Establishing and maintaining an attorney-client relationship;
- ii. Visiting Child clients at each new placement, whenever feasible;
- iii. Conducting thorough, continuing, and independent investigations and interviews at every stage of the proceedings;
- iv. Determine the client's position, counsel them on all their legal options, and provide zealous advocacy.
 - For child clients, determine the child's wishes and best interests. Advise the court of the child's wishes and advocate for those wishes and best interests, when appropriate;
- v. Contacting social workers and other professionals associated with the client's case prior to each hearing, whenever practical and appropriate:
 - For Child clients, this includes contacting CASA and school personnel;
- vi. Requesting services (by court order if necessary) to access entitlements and to ensure a comprehensive service plan:
 - For Child clients, this may include requesting services related to IEPs and attending meetings related to the Child, as practical and appropriate;

- vii. Monitoring compliance with court orders, including provision of and effectiveness of court-ordered services;
- viii. Filing pleadings, motions, responses, or objections as necessary to represent the client;
- ix. Preparing for and participating in all hearings:
 - For Child clients, preparing for and participating in 241.1 hearings pertaining to current juvenile dependents with a goal of maintaining the dependency jurisdiction wherever possible and appropriate;
 - For Parent clients, representation at hearings set to determine the ability to pay for the cost of court appointed counsel.
- x. Investigating the interests of Child clients beyond the scope of the juvenile dependency proceeding and notifying the court of issues on behalf of the Child, administratively or judicially. These interests may include:
 - a. School/special education issues;
 - b. Mental health assessment and treatment;
 - c. Immigration;
 - d. Personal injury; and
 - e. Delinquency or status offender matters;

Contractor's Attorneys shall not be required to provide legal representation regarding any of the above-referenced interests.

- xi. Participating in alternative dispute resolution efforts, including but not limited to Family Group Conferences, Team Decision Making meetings and Mediation, as appropriate and beneficial to the client;
- xii. Determining if appeals and writs are appropriate and, where necessary, filing writ and notice of appeal;
- xiii. Arranging for substitute representation where necessary to avoid court delay;
- xiv. Providing representation if the Child client becomes a non-minor dependent; and
- xv. Performing any other duties as required by applicable law, statute or ethical obligations, including the Welfare and Institutions Code.

2. Conflicts Avoidance

A. Contractor will ensure that conflicts are declared only when an actual conflict exists and ensure that no assignments will result in, or continue with a conflict of interest.

i. New Appointments and ongoing Clients

- Contractor shall establish procedures to check for conflicts of interest, and institute a process to avoid conflicts, including among new or

existing clients and within sibling groups. Contractor shall arrange for representation of all new and ongoing clients by one of its panel members in a manner to avoid conflicts of interest.

3. Courtroom Staffing

Contractor shall staff the Dependency courtroom(s) so as to ensure adequate attorney availability at all times.

4. Education and Training

- A. Contractor shall comply with the education and training standards outlined in California Rules of Court, rule 5.660.
- B. Contractor shall attend statewide multi-disciplinary trainings or conferences, as practical.
- C. Insuring compliance with the provisions of Welfare and Institutions Code section 317 and California Rule of Court, Rule 5.660 and providing confirmation annually in writing to the Juvenile Presiding Judge that the panel members are in compliance.

5. System Meetings

- A. Contractor shall participate in systems meetings, as required by the Court that are intended to improve services for children and families in dependency court. Those meetings include but are not limited to those specified by the Court.

6. Staffing

- A. Contractor agrees to provide, at a minimum, the following staffing pursuant to this agreement:
 - i. One (1) Managing Attorney for Juvenile Services
 - ii. One (1) Administrative Assistant
 - iii. Contractor will maintain a sufficient number of Attorney members on the Dependency Panel to provide the legal representation herein

7. Case Reports and Maintenance of Records

- A. Contractor shall provide the following Court case management reports:

Upon Agreement Signing. A list of all assigned cases effective July 1, 2019.

Caseload Data. Contractor agrees to provide monthly reports of case data to the Court. This reporting shall include numbers of cases, dispositions, WIC 366.26 and AB12 cases, and shall include the Name of the Attorney, Case Number, Party(s) represented, date of

appointment, and itemized hours, costs and fees per case. Contractor shall also report all costs and expenses for Attorneys and investigators as well as experts and consultants. Each monthly report will include an attached invoice for all fees, costs and expenses under the contract.

For cases where representation is terminated:

- (1) Case number:
- (2) Date of termination of representation; and
- (3) Reason for termination of representation.

Financial Reports. If requested by the Court, Contractor shall provide an income and expenditures report or an audited financial statement within thirty (30) days.

8. Juvenile dependency counsel collections

The Court has implemented and maintains an existing collections program for dependency counsel services. Contractor agrees to participate in that effort at no additional cost; participation includes, but is not limited to, the distribution of financial declaration forms to clients upon initial appointment and representation of Parent clients at hearings set to determine the ability to pay for the cost of court appointed counsel.

9. Significant Increases or Decreases in Case Appointments

Both the Contractor and the Court acknowledge uncertainty about the effect that significant increases or decreases in case appointments, the number of appointments and the seriousness of Special Litigation cases, legislation, court decisions, or actions of other agencies could have on the ability of the parties to perform under the terms of this Agreement. The Contractor and the Court agree to meet, at the request of either party to discuss any such concern at the earliest possible time so as to determine whether changes in the terms of the Agreement are necessary.

APPENDIX C
PAYMENT TERMS

1. COMPENSATION FOR SERVICES

Contractor shall be paid as compensation in full for the Services to be performed under this Agreement per period, as set forth in Table 1, below, which includes all of Contractor's expenses to perform the Services:

Table 1: Compensation for Services

Period of Service	Fiscal Year	Period Amount	Monthly Amount	Number of Monthly Payments per Period	Invoice Due By Date:
July 1, 2019- June 30, 2020	2019-2020	\$ 923,000	See Below	See Below	Included with monthly Report
July 1, 2020- June 30, 2021	2020-2021	\$923,000			

Funds for a fiscal year are available at the point the Budget Act of said fiscal year passes; e.g., fiscal year 2019-2020 funds are available at the point the Budget Act of fiscal year 2019-2020 passes.

1. The Court will provide payment for the services in the following quarterly installments:

(Quarterly Installments 2019-2020)

- \$230,750 on July 15, 2019, or two business days from the date this agreement is executed, whichever is later;
- \$230,750 on October 1, 2019;
- The third installment on January 2, 2020 will be the same or revised based on actual cost and caseload data to be reviewed by Court and Association.
- The fourth installment on April 1, 2020, based on actual cost and caseload data to be reviewed by Court and Association.

Bar Association and Court shall reconcile expenses with contract payments at the end of each fiscal year.

(Quarterly Installments 2020-2021)

- \$230,750 on July 15, 2020, or two business days from the date this agreement is executed, whichever is later;
- \$230,750 on October 1, 2020;
- The third installment on January 2, 2021 will be the same or revised based on actual cost and caseload data to be reviewed by Court and Association.

- The fourth installment on April 1, 2021, based on actual cost and caseload data to be reviewed by Court and Association.

Bar Association and Court shall reconcile expenses with contract payments at the end of each fiscal year.

2. The parties recognize that from time to time, extraordinary circumstances may arise that impact the delivery of services and may result in exceeding the Contract amount and the quarterly installments. If the Bar Association anticipates Services that may exceed the Quarterly Installment or the Contract Amount, ("Unanticipated Fees"), the Association shall immediately notify the Court and provide written documentation substantiating the Unanticipated Fees for such services in order for the court to have sufficient time to make budgetary modifications if necessary to insure funds are available. The parties will immediately negotiate in good faith to determine whether changes in the terms of the Agreement are necessary to provide additional funding for the Unanticipated Fees.

2. MANNER OF PAYMENT

Within thirty (30) days after the end of each month, Contractor shall submit one original and two copies of each invoice for payment for the Services rendered under this Agreement ("**Invoices**") for review and approval by the Court to:

San Mateo Superior Court
Attn: Jeniffer Alcantara
400 County Center, 2nd Floor
Redwood City, CA 94063

All Invoices must include a reference to this Agreement, the dates and times Contractor performed the Services during the month, a brief description of the Services performed (i.e. the Name of the Attorney, Case Number, itemized hours, costs and fees per case), in a format acceptable to the Court, Contractor's Federal Tax Payer Identification Number, Contractor's name, address and remittance address (if different), and such other information as the Court may require.

The Court shall endeavor to make payments to Contractor as set forth in the schedule above, and upon the timely receipt and approval by the Court of the Invoices from Contractor. The Court will not be in breach of this Agreement for failure to pay Contractor's Invoices on time unless:

- a. The Court has received a reasonably detailed written notice of late payment from Contractor; and
- b. The Court has not made the delinquent payment(s) within thirty (30) days of the Judicial Council's receipt of such notice.

In no event will the Court be in breach of this Agreement for failure to pay Contractor's Invoices on time if such failure results from the Legislature's failure to approve and adopt a budget in a timely manner.

In no event shall the Court be liable for interest or late charges for any late payments.

Contractor is responsible for paying, when due, all applicable income taxes, including estimated taxes, incurred as a result of the compensation paid by the Court to Contractor for the Services. The Court may offset any taxes paid by the Court as a result of

Contractor's breach of this provision against any sums owed to Contractor pursuant to the Agreement or otherwise. The Court is exempt from federal excise taxes, and no payment will be made by the Court for any taxes levied on Contractor's or any Subcontractor's employees' wages. The Court will pay any applicable State of California or local sales or use taxes on the services rendered pursuant to this Agreement.

3. FINAL INVOICING

Contractor must submit Invoices for Services provided no later than the "Invoice Due By Date" identified for each appropriate funding source in Table 1 in this Exhibit C. The Court may not be responsible for payment of Invoices received after the "Invoice Due By Date" specified in this Exhibit C for the applicable funding source.

For the very last Invoice to be processed under this Agreement, Contractor will identify the Invoice as the "Final Invoice."

4. DISALLOWANCE

If Contractor claims or receives payment from the Court for a Service that is later disallowed by the Court, Contractor shall promptly refund the disallowed amount to the Court upon the Court's request. At its option, the Court may offset the amount disallowed from any payment due or that may become due to Contractor under this Agreement or any other agreement.

5. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any payment by the Court, or the receipt thereof by Contractor, shall in no way alter the obligation of Contractor to remedy unsatisfactory performance of the Services. Services that do not conform to the requirements of this Agreement, in the Court's judgment, may be rejected by the Court. In such case Contractor must remedy the unsatisfactory performance without delay to bring it into conformance with this Agreement.

**ATTACHMENT 1
CONTRACTOR CERTIFICATION**

Contractor does not have an interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411, Government Code sections 1090, et seq. or 87100, et seq., or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities.

By (Authorized Signature) 	Date: 6/26/19
Printed Name and Title of Person Signing: Myra A Weiber, Chief Defender	

**ATTACHMENT 2
ASSURANCE OF COMPLIANCE WITH
SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The undersigned (hereinafter called the "Contractor") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation and all guidelines and interpretations issued pursuant thereto.

The Contractor gives this assurance in consideration for the purpose of obtaining contracts after the date of this assurance. The Contractor recognizes and agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor.

The Contractor:

 employs fewer than 15 persons

 employs 15 or more persons and, pursuant to section 84.7(a) of the regulation (45 C.F.R. 84.7(a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Deborah Kumper, Executive Director, San Mateo
Name: County Bar Association

San Mateo County Bar Association
Name of Contractor: _____

I certify that the above information is complete and correct to the best of my knowledge.

Dated: 6/26/19 Uyen A. Wal
Signature and Title of Authorized Official
Chief Defender

* Exception: DHHS regulations state that:
"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)... other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

ATTACHMENT 3

UNRUH CIVIL RIGHTS ACT AND
CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the JBE for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the JBE for the purchase of goods or services of \$100,000 or more.

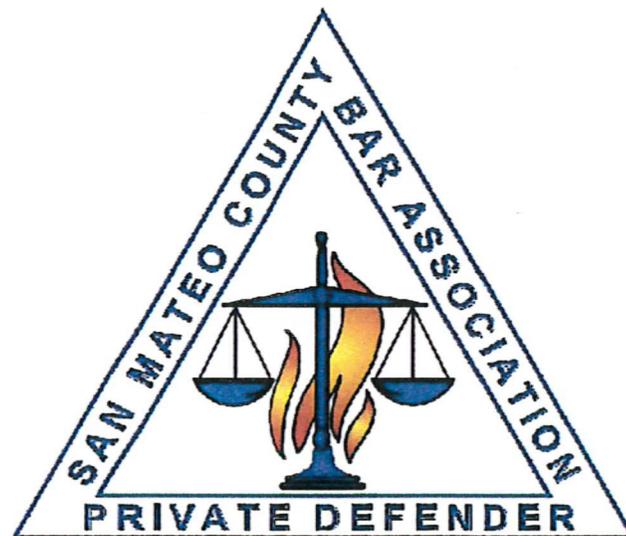
CERTIFICATIONS:

1. Contractor is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. Contractor is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code); and
3. Contractor does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the Contractor to the certifications made in this document.

Contractor Name (Printed) <i>San Mateo County Bar Association</i>		Federal ID Number
By (Authorized Signature) <i>Myra A. Weiber</i>		
Printed Name and Title of Person Signing <i>Myra A. Weiber, Chief Defender</i>		
Date Executed <i>6/26/19</i>	Executed in the County of <i>San Mateo</i> in the State of <i>California</i>	

San Mateo County Bar Association Private Defender Program



FEE SCHEDULE

Effective
07/01/2018

SECTION V – JUVENILE COURT

1. DELINQUENCY (602 Cases)

A. CASE FEE	\$460
1. Additional Petition: Unconsolidated	\$355
2. Additional Petition: Consolidated (with case or other PV)	\$145
B. Contested Hearing Fee	
1. Per Hour	\$100/hour
NOTE: Hourly fees commence from the scheduled calendar time (e.g. 9:00 am or 2:00 pm) ONLY if a witness is called and are thereafter payable only for hours in court and in-chambers discussions.	
2. Preparation Fee- per ½ day (am or pm)	\$120
NOTE: Preparation fee is payable for each ½ day of contested hearing, once the hearing has begun. The preparation fee is NOT paid for Probation Violations or Contested Hearings on transcripts or reports with no testimony.	
C. Disposition Fee (for each separate appearance)	\$160
A. PETITIONS FOR REDUCTION AND DISMISSAL PURSUANT TO PROP 47 AND PROP 64	
1. Filing Petition for Reduction or Dismissal	\$50
2. Mandatory Court Appearance for resolution of Petition	\$80
3. Writing and Arguing Motion for resolution of Petition are billed according to Section I:8:A-D of this fee schedule	
B. Calendars	
1. Placement Review Calendar	\$160
2. Glenwood Review Calendar	\$295
3. Girls Program Calendar	\$295

2. DEPENDENCY: (300 Cases)

A. CASE FEE	
1. Child Representation (1 or more child)	\$970
2. Parent Representation (1 or both)	\$970

NOTE: Case fee is billable after disposition hearing and includes all uncontested hearings through disposition and all future non-appearance reviews. Contested hearing fees are additional. On cases assigned before 7/1/18, case fee is billable prior to disposition.

A. CONTESTED HEARING FEE

1. Per Hour \$100/hour

NOTE: Hourly Fees commence from the scheduled calendar time (e.g. 9am or 2pm) ONLY IF a witness is called and are thereafter payable only for hours in court and in-chambers discussions.

2. Preparation Fee- per ½ day (am or pm) \$120

NOTE: Preparation fee is payable for each ½ day of contested hearing once the hearing has begun. The preparation fee is NOT paid for Contested Hearings on transcripts or reports with no testimony.

B. MANDATORY POST DISPOSITION REVIEW– by assigned attorney \$160
(for each appearance made by assigned attorney)

3. WELFARE AND INSTITUTIONS CODE SECTION 366.26 CASES

A. CASE FEE \$970

B. CONTESTED HEARING FEE

1. Per Hour \$100/hour

NOTE: Hourly Fees commence from the scheduled calendar time (e.g. 9am or 2pm) ONLY IF a witness is called and are thereafter payable only for hours in court and in-chambers discussions.

2. Preparation Fee- per ½ day (am or pm) \$120

NOTE: Preparation fee is payable for each ½ day of contested hearing once the hearing has begun. The preparation fee is NOT paid for Contested Hearings on transcripts or reports with no testimony.

C. MANDATORY POST DISPOSITION REVIEW– by assigned attorney \$160
(for each appearance made by assigned attorney)

4. AB12 CASE FEE:

A. When originates from 602 \$970

B. When originates from 300 and is a new case \$970

C. When continues from established 300 case there is no new case fee

5. MOTIONS- a copy of the motion must be attached to the bill for review.

A. COMPLEX MOTIONS **\$325**

A complex motion is one that includes complex issues, original research, original writing, or a combination of these things. Extensive details and facts regarding the client could also make a motion fall into this category. (e.g. –difficult presumed father or relative placement motions, complex 700.1 or a detailed Romero motion) In this type of motion facts are detailed and attorney has attempted to analyze and distinguish the case, or goes beyond addressing simple issues that have been previously briefed.

B. STANDARD MOTIONS **\$110**

A Standard motion is one that uses material that has been previously briefed (e.g. -Williams motion, Pitchess motion) but still requires some original material that analyzes the applicability of the case’s facts to the cited law and a statement of facts. Should include unique application to your client and argument applicable to your case.

C. MOTION USING STANDARD “JV” FORMS – 300 AND 602 **\$80**

This motion is one where the motion simply requires the filling in of a form after finding Out information from or about your client his or her circumstances. (e.g. – WIC 778,338)

D. BOILERPLATE MOTIONS **\$0**

A Boilerplate motion is one that has no original research, writing, argument or thought about the case and the only original work is the caption and possibly a brief statement of facts. These are basic motions to continue, motions to join in someone else’s motion, in limine motions for not using certain terms like “victim”, federalizing all objections, and the like.

Note on Motion Levels: If you feel that your motion does not fit into a specific level – Administrative Fees may be requested with a detailed explanation of why your work is beyond the level generally applicable. (See section IV: 1)

E. HEARINGS AND ARGUMENT ON MOTIONS **\$100/hour**

6. OTHER JUVENILE RELATED ASSIGNMENTS

A. Managing Attorney Special Assignments – per hour	\$105/hour
B. Adoption/Guardianship-per hour	\$90/hour
C. DEJ Violations	\$160
D. EMP Violations	\$160
E. Guardian Ad Litem #1	\$970

As client representative in court when client has mental health issues. Bill case fee and reviews just like any other dependency case.

F. Guardian Ad Litem #2- per hour Representation of a minor where the client/minor has a potential civil claim.	\$100/hour
G. Juvenile Court Adoption- per hour	\$90/hour
H. Line-up	\$295
I. Officer of the Day- half day/full day Half Day is 8:30-12:00 or 1-:30	\$215/\$430
J. Sealing Fee is per client. If more is warranted attorney should request an Administrative Fee with explanation as to why extra fee is warranted.	\$110
K. Witness Representation – Case Fee plus Hourly Rate	\$325 \$105/hour
L. Miranda advice to in-custody 15 y.o. or younger minor [SB395] On-call 24 hours for consultation—non-holiday 24 hours On-call 24 hours for consultation—holiday 24 hours Consultation with 15 y.o. or younger minor [SB395] This fee covers travel to/from location of minor to be questioned and time spent doing the consultation.	\$250 \$500 \$135/hour
M. Miranda advice to minors requested by Juvenile Probation. This fee covers travel to/from location of minor to be questioned and time spent doing the consultation.	\$135/hour

7. RE-ASSIGNMENT OF CASES

When re-assignment of a case is made, the Chief Defender, Assistant Chief Defender or Managing Attorney of the Juvenile Office will determine the fee to be paid. The factors considered in making the fee determination will be the type of case reassigned, the complexity of that case, as well as the status of the case on the court calendar.

IV. JUVENILE EXTRAORDINARY FEE REQUESTS

1. ADMINISTRATIVE FEE CASES— Reviewed by Managing Attorney (for requests up to \$2500 additional to fee schedule. This applies to both 300 and 602 cases.

Cases that do not meet the criteria for treatment as a Special Fee Case (see below), and yet require **extraordinary** effort and time, may be considered for additional compensation. The standard case fee already includes compensation for things that would normally come up in a case including working with a PI, expert, mental health expert, motions to continue, etc. When you have a case that is particularly complex or difficult you may apply for an Administrative Fee.

Administrative Fee requests must seek a **specific amount of compensation**. (Specific dollar amount.) A letter describing the case and specific factors that made it extraordinary should be attached to the bill. Additionally, the letter should include a brief itemization of the time invested. A brief statement simply asking for the additional fee without details is insufficient. Insufficiently documented requests will be returned for documentation and may not be paid.

Your bill should reflect your understanding that the Fee Schedule was designed to cover the vast majority of cases, and is intended to compensate all attorneys on the panel equally for their work. While the Administrative Fee process is available to compensate lawyers for truly extraordinary cases, the evaluators will be mindful of the fact that panel attorneys are never asked to return money on cases assigned to them that settle quickly with little time or effort.

2. JUVENILE SPECIAL FEE CASES— Special Fee cases are assigned by the Managing Attorney. These cases are billed hourly; no other part of the fee schedule is used in billing these cases. In determining whether or not a case is appropriate for special fee status, the Managing Attorney will evaluate the case in light of the realities of indigent criminal/juvenile defense representation, including our inability to pay the true market value of attorney services.

A. DETERMINATION OF SPECIAL FEE CASES:

Determination regarding if a juvenile case is a special fee case may be made in advance of assignment or at the request of an attorney, but the special fee status can only be designated by the Managing Attorney. The specific hourly rate is determined by the type of case and/or by the Managing Attorney. (See section B below.)

Factors that are considered in determining whether or not a case merits Special Fee treatment include:

- i. Difficult Client – serious mental issues, personality, contrariness, etc.
- ii. Nature of charges – Seriousness of the offenses charged, potential serious dispositional consequences
- iii. Extra Hours – unusual legal issues, complex cases, quantity of documentary evidence to review, difficult witnesses to interview, etc.
- iv. Motions – unusual in scope or number (attach copy to billings)

B. JUVENILE SPECIAL FEE HOURLY RATES

When a case is a special fee case, the billing consists only of hourly billing. You should not bill a case fee, disposition fees, motion fees, or any other set type of fee.

1. \$135/hour* Applies to Murder, and Attempted pre-meditated Murder
2. \$120/hour* Applies to extremely serious felony 707(b) offenses or Sexual Assault cases as defined In Penal Code section 290.008. Applies to complex 300 cases (i.e. shaken baby cases, etc.) Managing Attorney determines which cases are appropriately set at this level.
3. \$105/hour* Applies to Serious 602 cases including those involving strike offense, gang allegations, Complex 300 cases, 300 cases involving extremely difficult clients. Managing Attorney determines which cases are appropriately set at this level.
4. \$105-150/hour Advisory Counsel and Stand By Counsel. Amount will be determined based on type of case and charge. A Staff Attorney will determine the appropriate hourly fee based on the underlying charges and facts.
5. \$90-105/hour* Applies to all other cases that the Managing Attorney determines are appropriately set as special fee cases.

*The rate paid for Contested Hearings in these cases will be the higher rate of either the Contested Hearing Rate of \$100 per hour or the approved Special Fee rate.

C. Special Fee Request Format

The majority of Special Fee cases will be predetermined by the Managing Attorney. If you have a case that was not already marked as a Special Fee case that you think should have been, you should contact the Managing Attorney.

If you have a case that you would like to have considered as a special fee case that is not one by definition by its charge or sentence, then you **MUST** get approval from the Managing Attorney **BEFORE** you submit **ANY** special fee billing. Any such vouchers will be returned if you do not get approval **prior** to submitting hourly billing.

Without violating the attorney client privilege or compromising either the rights of the client or the attorney's ethical or legal duties, each Special Fee request **must** include the following:

1. An email to the Managing Attorney explaining the charges against the client and why you believe the case is or should be a special fee case.
2. A notation on the first billing of the case as to why it is special fee case, that the Managing Attorney approved it as a special fee, and why (very briefly) it is special fee.
3. Special Fee billing must be specific and detailed and done **MONTHLY**.

Specific examples of how this billing must be done are as follows:

- a. Attorneys shall identify each major issue researched and the time spent on them.
- b. The bill shall indicate the nature of the work performed, i.e. Jurisdictional Hearing, Contested Hearing, Contested Dispositional Hearing, review of discovery, etc.
- c. Identify the documents reviewed
- d. Identify any motion researched or drafted
- e. State the nature of the court appearance and the time involved
- f. All time spent must be itemized in 1/10 hour increments

3. BILLING NOTES FOR ALL CASE TYPES

A. In ANY CASE – when the client fails to appear at any point in the proceedings and the PDP is relieved, the case may be submitted for payment. If the client returns to court within sixty (60) days of the FTA, then the previously assigned attorney will be expected to resume representation of the client, and no additional case fee may be billed. (Policy and Procedure Manual 3.2.4) If a client fails to appear for the third time for with the same attorney, then the attorney can bill for a new case fee.

B. ALL bills must be submitted within 90 days of completion of the case or they may not be paid.

C. All Special Fee/Hourly Cases must be billed MONTHLY or bills may not be paid.

EVALUATION STANDARDS

1. PROFESSIONAL ABILITY

A. Preparation and Knowledge

1. Recognition of Legal Issues: The attorney recognizes the issues in the case that are necessary for the proper defense of the client. The attorney demonstrates creativity in resolving legal problems.

2. Judgment in Assessing Cases: The attorney demonstrates an ability to evaluate and assess a case taking into consideration the strengths and weaknesses of the prosecution and defense cases.

3. Effective Legal Research and Use of Pretrial Motions: The attorney has a satisfactory working knowledge of resource materials for use in all aspects of criminal practice. The attorney prepares well-written and researched motions that are timely filed in appropriate cases.

4. Effective Use of Investigation: The attorney recognizes those cases in which investigation is required. Requests are reasonable and appropriate and communicated in a clear and timely manner.

5. Effective Use of Experts: The attorney seeks assistance of experts in appropriate cases. Information is provided to the expert in a timely fashion, and the attorney prepares for presentation of expert testimony.

6. Witness Preparation: The attorney prepares witnesses and clients in such areas as courtroom procedures, direct and cross-examination, demeanor, and physical appearance.

B. Advocacy

1. Courtroom Demeanor: The attorney's demeanor is professional and conducive to effective representation.

2. Willingness to Try Cases: The attorney takes cases to trial when appropriate.

3. Advocacy Skills: A Private Defender is called upon to employ a variety of differing advocacy skills in representing clients in jury trials, court trials, juvenile hearings, preliminary hearings, and in other courtroom matters. For purposes of this category, the attorney should demonstrate effective advocacy skills including but not limited to such items as: voir dire; direct and cross-examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues.

4. Case Negotiations and Sentencing: The attorney enters into case negotiations conversant with the significant issues and ascertainable facts. The attorney recognizes plea alternatives and

consequences and properly advises the client. The attorney communicates effectively with the other parties involved in the case. The attorney makes thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives.

II. PROFESSIONAL ATTITUDE

A. Professionalism

1. Ethics and Integrity: The attorney is aware of and observes the Rules of Professional Conduct and other ethical obligations of the defense bar and acts at all times with integrity.

2. Professional Growth: The attorney demonstrates an interest in his or her professional growth by a willingness to accept new and more challenging assignments and by seeking educational opportunities that will make him or her a more knowledgeable advocate. The attorney's attendance at Private Defender Program education programs and at continuing education programs sponsored by other defender organizations, such as CPDA and CACJ, should demonstrate his or her zeal for excellence as a trial lawyer.

B. Work Habits

1. Volume and Calendar Management: The attorney satisfactorily handles the number of cases he or she accepts and manages his or her schedule to maximize personal effectiveness to the benefit of the client.

2. Court Appearances: The attorney appears in court punctually and keeps the court apprised of his or her whereabouts.

III. PERSONAL RELATIONS

1. Clients: The attorney maintains contact with both in- and out-of-custody clients sufficient to provide competent representation for each court appearance. The attorney develops and maintains the client's trust and confidence. The attorney keeps the client advised as to the status of the case and explains constitutional and statutory rights. The attorney is sensitive to the special problems attendant to the representation of mentally ill clients, hostile clients, and resistant clients.

2. Private Defender Staff: The attorney's interaction with, clerical staff, investigators, and other staff demonstrates a spirit of cooperation, assistance and respect. The attorney is considerate of the pressures imposed upon all staff by high volume, time constraints and limited resources.

3. Members of the Justice System: The attorney is cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of Private Defender clients.

PDP Annual Survey July 1, 2020 - June 30, 2021 -- All PDP Attorneys

We are conducting the Annual Survey of current members of the PDP panel relating to the period of July 1, 2020, through June 30, 2021. The last survey was conducted in July of 2020. Please answer the survey questions completely.

All responses must be completed no later than Monday, August 3, 2021.

*Please read each question carefully and follow these directions

--The surveys are divided into three portions: (1) All Attorneys (2) Adult Cases (3) Juvenile Cases

--Panel members who handle juvenile and adult cases must fill out ALL THREE surveys completely.

--Even if the answer to any Survey question is "none", please answer each question of the Survey and submit it.

--Panel members who do not submit their Surveys by the due date may not be assigned further cases until the Survey is submitted.

--All PDP panel members must fill out this survey completely.

--Panel members who do not submit their Surveys by the due date may not be assigned further cases until the Survey is submitted.

The survey responses will be reviewed initially by staff. Thereafter, you may be invited to review your responses with a staff member.

* Required

1. Email *

2. Your Name *

3. Please provide the percentage of time spent on PDP assigned cases. *

OUT OF YOUR WHOLE LAW PRACTICE---THE PERCENTAGE OF TIME YOU SPEND WORKING ON PDP ASSIGNED CASES. So, if you spend all of your work time on your PDP cases, your percentage would be 100%. If you work 40 hours per week on your law practice and spend 10 hours on your PDP cases, your percentage would be 25%. If you work 100 hours per week on your law practice and you spend 10 hours on your PDP cases, your percentage would be 10%.

4. What percentage of your practice is dedicated to the following areas (including non-PDP work)? *

Mark only one oval per row.

	100%	75% or more	50% or more	25% or more	Less than 25%	0%
Adult Criminal	<input type="radio"/>					
Delinquency	<input type="radio"/>					
Dependency	<input type="radio"/>					
Conservatorships	<input type="radio"/>					
Probate	<input type="radio"/>					
Other	<input type="radio"/>					

5. Please provide the TOTAL number of the hours of MCLE you have earned during this time period. *

6. Please list the courses you took for MCLE credit during the period covered by this Survey, the subjects of which were directly related to your work on PDP cases. Please include the name of the provider (e.g., PDP, CEB, CPDA, CACJ, PJDC, etc.), and the number of hours of MCLE credit earned. *

Do not forget to include PDP provided seminars.

7. Have you used all of your PDP education budget? *

Check all that apply.

Yes

No

8. If not, why not?

9. Please check the online research services you used in your practice during the period covered in this survey. *

Check all that apply.

- Lexis (through PDP)
- Lexis (on your own)
- Westlaw
- OnLaw (CEB Online)
- FastCase
- Google Scholar
- I don't use online research

Other: _____

10. If you do not use online research, please state the research materials in your library you relied upon during the period covered in this survey.

11. Please state the approximate percent of your cases in which the client had some type of immigration issue *

Check all that apply.

	50% or more	25% or more	10% or more	1% or more	None	Not applicable to my practice
Adult Criminal	<input type="checkbox"/>					
Delinquency	<input type="checkbox"/>					

12. Please state whether or not you consulted with the Immigrant Legal Resource Center (ILRC) for their assistance. *

Check all that apply.

	Yes	NO-I did have clients with immigration issues, but did not consult ILRC.	NO-I did not have any clients with immigration issues.	Not applicable to my practice.
Adult Criminal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Delinquency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

13. If you had clients with immigration issues, but did not consult with the ILRC, please state why not.

14. Please state which sources/resources you used to assist you in providing accurate legal advice to your clients concerning the immigration consequences of a particular case in addition to ILRC.

15. Have you been assigned to mentor another PDP attorney? *

Mark only one oval.

Yes

No

16. If you have been assigned as a mentor, please list the attorneys you mentor. *

17. Who is your PDP mentor?

18. Do you carry your own malpractice insurance? *

Mark only one oval.

Yes

No

19. What cloud storage service provider(s) do you use? *

Check all that apply.

- Dropbox
- Google Drive
- Box
- Microsoft OneDrive
- SugarSync
- Onehub
- I do not use cloud storage.

Other: _____

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PDP Annual Survey July 1, 2020 - June 30, 2021 -- Adult

We are conducting the Annual Survey of current members of the PDP adult panel relating to your activities on cases pending during the period of July 1, 2020, through June 30, 2021. The last survey was conducted in July of 2020. Please answer the survey questions completely.

All responses must be completed no later than Monday, August 3, 2021.

*Please read each question carefully and follow these directions

--The surveys are divided into three portions: (1) All Attorneys (2) Adult Cases (3) Juvenile Cases

--Panel members who handle juvenile and adult cases must fill out ALL THREE surveys completely.

--Even if the answer to any Survey question is "none", please answer each question of the Survey and submit it.

--Panel members who do not submit their Surveys by the due date may not be assigned further cases until the Survey is submitted.

The survey responses will be reviewed initially by staff. Thereafter, you may be invited to review your responses with a staff member.

* Required

1. Email *

2. Your Name *

3. Please state or estimate the percent of all your cases in which you used the services of a PDP investigator to assist you with the investigation and preparation of your client's case.

4. Did you work with any experts in the past year?

Mark only one oval.

Yes

No

Other: _____

5. Please list the experts you have worked with over the past year, and the areas of expertise in which you used an expert consultation.

6. If a Marsden motion has been granted in a Private Defender case assigned to you, or a finding of inadequacy of counsel by a trial or appellate court in your representation of a PDP client during the past fiscal year, please give the name of the defendant, case number, and give a brief description of the basis for the Court's ruling.

7. If the court's ruling is written, please provide a copy.

email copies to: smcprivatedefenderprogram@gmail.com

Mark only one oval.

- Not applicable
- copy emailed to: smcprivatedefenderprogram@gmail.com

8. Have you had a jury or bench trial in the time period between July 1, 2020 and June 30, 2021?

Mark only one oval.

- Yes
- No
- I do not do trial work

9. If you have had a trial during that time period, have you completed the mandatory PDP Trial form for all of your trials? *

Mark only one oval.

- I have completed the trial form for all of my trials.
- I have not completed the trial forms, but I will within 5 days of submitting this survey.

10. If you have any comments or suggestions regarding the Trial Form, please put them here.

11. Please list the total number of PDP misdemeanor cases that were dismissed on the master trial calendar or in an assigned trial department after the case was confirmed for trial on the morning trial call during July 1, 2020 - June 30, 2021 time period

Mark only one oval.

0

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12. Please provide case name and case number for the PDP misdemeanor or felony that were dismissed on the master trial calendar or in an assigned trial department after the case was confirmed for trial on the morning trial call, during July 1, 2020 - June 30, 2021 time period.

13. Please list two adult PDP cases which went to an evidentiary hearing on issues raised in written points and authorities. Provide the client's name, the case number, the Judge before whom the motion was litigated, and the result. *

14. Please attach a copy of a motion or brief, which you researched and wrote yourself, on substantive issues (not routine continuance motions) and filed in Court during the period between July 1, 2020 and June 30, 2021. *

This should be a brief or motion or response to a DA's motion and should be based on your own legal research and writing. Do not submit a continuance motion (unless it had extraordinary issues) or an in limine motion which you file in every trial you have, or a canned brief you obtained from any other source to which the only modification made was to change the caption and include a brief statement of the facts of your case. This brief or motion is to be an example of your work, and your work alone.

Mark only one oval.

copy emailed to: smcprivatedefenderprogram@gmail.com

15. How many 1538.5 motions have you filed in the last year? *

Mark only one oval.

More than 10

6-10

2-5

1

None

16. If you handle felony matters, how many 995 motions have you filed in the last year? *

Mark only one oval.

More than 5

2-5

1

None

I do not handle felony matters

17. How many Pitchess motions have you filed in the last year? *

Mark only one oval.

- More than 5
- 2-5
- 1
- None

18. How many motions to compel discovery have you filed in the last year? *

Mark only one oval.

- More than 5
- 2-5
- 1
- None

19. How many bail/release motions have you filed in the last year? *

20. Please list other substantive motions you have filed in the last year (e.g. Non-statutory 995, Motion to Dismiss, Brady violations, Recusal motions) *

21. If you have not prepared and submitted any briefs or motions during this last year, please explain why not. *

22. Please estimate the percent of in custody clients whom you have visited in custody before the first court appearance after the arraignment. (This includes video and phone visits due to COVID.) *

23. Please estimate the percent of out-of-custody clients with whom you met in-person before the date of the first court appearance after arraignment. Due to COVID, in-person can include meetings via video or phone calls, if the client elected a phone call. *

24. With regard to your clients who are not in custody, please describe what method you use to contact them before the first court appearance after arraignment? *

Check all that apply.

Phone

Text

Email

Letter

Other: _____

25. If other, please list:

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PDP Annual Survey July 1, 2020 - June 30, 2021 -- Juvenile

We are conducting the Annual Survey of current members of the PDP juvenile, LPS and Probate Panels relating to your activities on cases pending during the period of July 1, 2020, through June 30, 2021. The last survey was conducted in July of 2021. Please answer the survey questions completely.

All responses must be completed no later than Monday, August 2, 2021.

*Please read each question carefully and follow these directions

--The surveys are divided into three portions: (1) All Attorneys (2) Adult Cases (3) Juvenile Cases

--Panel members who handle juvenile and adult cases must fill out ALL THREE surveys completely.

--ALL Responses MUST be delivered electronically.

--Surveys which are incomplete will be returned.

--Even if the answer to any Survey question is "none", please answer each question of the Survey and submit it.

--Panel members who do not submit their Surveys by the due date may not be assigned further cases until the Survey is submitted.

The survey responses will be reviewed initially by staff. Thereafter, you may be invited to review your responses with a staff member.

* Required

1. Email *

Dependency and Juvenile Justice Attorneys

2. Please list all PDP W & I 602 Jurisdictional and contested Dispositional Hearings you have tried between July 1, 2020, and June 30, 2021. Provide the case number, the Judge before whom the case was tried and the result.

3. Please list the number of PDP W & I 300 contested hearings you participated in from July 1, 2020 until June 30, 2021 in which witness testimony was given. For 3 of these contested hearings, please provide the case number, the Judge before whom the case was tried, and the result of the hearing.

4. Please list 1 PDP W & I 300 contested hearing in which witnesses were called and you were the moving party. Provide the case number, the Judge before whom the case was tried and the result.

5. Please list PDP W & I 300 or W & I 602 cases in which you filed written points and authorities.

6. Please list two PDP W & I 602 cases which went to an evidentiary hearing on issues raised in written points and authorities. Please provide the case numbers, the Judges before whom the motions were litigated and the results.

7. Please list the PDP W & I 602 cases in which you used an investigator. Name the investigator used.

8. Please list the PDP W & I 300 cases in which you used an investigator. Name the investigator used.

- 9. Please list the PDP W & I 602 or 300 cases in which you used an expert. List the case number, name the expert(s) used, and the issue involved.

10. *For Juvenile Panel Delinquency attorneys, please provide certification of compliance with the provisions of California Rule of Court 5.663 in regard to the responsibilities of children’s counsel in delinquency proceedings and Rule of Court 5.664 in regard to the training requirements for children’s counsel in delinquency proceedings; and for Juvenile Dependency attorneys, please provide certification of compliance with the provisions of W&I Code section 317 and the provisions of California Rule of Court 5.660 in regard to attorney caseloads and training requirements for competent counsel in Juvenile Dependency matters.

FOR JUVENILE PANEL ATTORNEYS ONLY:

Certification by Juvenile Panel Delinquency attorneys: I hereby certify that I am in compliance with the provisions of California Rule of Court 5.663 in regard to the responsibilities of children’s counsel in delinquency proceedings and Rule of Court 5.664 in regard to the training requirements for children’s counsel in delinquency proceedings.

Dated: _____ Signature: _____

Certification: For Juvenile Panel Dependency attorneys: I hereby certify that I am in compliance with the provisions of W&I Code Section 317 and the provisions of California Rule of Court 5.660 in regard to attorney caseloads and training requirements for competent counsel in Juvenile Dependency matters.

Date: _____ Signature: _____

Mark only one oval.

- Form will be distributed separately in the Juvenile Office. Please sign and return to Ron or Terri.

11. Please list the PDP W & I 602 cases in which you raised competency or litigated In re Gladys R. issues.

12. Please estimate the percent of W & I 602 juvenile clients you represented from July 1, 2020 until June 30, 2021 that were in detention?

13. For the same time period, please estimate the percent of the W & I 602 detained juvenile clients you visited (in person or remotely) while they were detained?

14. For the same time period, please estimate the percent of detained W&I 602 juvenile clients that you were able to secure their release at the detention hearing?

15. For the same time period, please estimate the percent of W & I 602 juvenile clients that you met with (in person or remotely) prior to the arraignment hearing.

Dependency Cases

16. Please list the number of children you currently represent in PDP W & I 300 cases.

17. Please list how many of these children you did you visit between July 1, 2020 and June 30, 2021? Indicate how many of these visits were in person and how many were remote.

18. How often did you visit each child between July 1, 2020 and June 30, 2021?

Check all that apply.

- Once a Month
 Once a Quarter
 Once a Year
 None

19. Do you visit your child clients after a court hearing?

Mark only one oval.

- Yes
 No
 Other: _____

20. Do you visit your child clients after a new placement?

Mark only one oval.

- Yes
- No
- Other: _____

21. Please list the number of cases that you have used Deborah Crandall to assist you in the representation of these children.

22. If you represent a child or children that had a new placement between July 1, 2020 and June 30, 2021, please list in how many of these cases did you use Deborah Crandall to visit the child(ren) in the new placement.

Skip to question 25

LPS and Probate Attorneys

23. Are you in compliance with the qualifications and the annual education requirements provided in the applicable California Rules of Court (Rules 7.1102 and/or 7.1103)?

Mark only one oval.

- Yes
- No

24. If you are currently not in compliance with the requirements of the applicable California Rules of Court (7.1102 and/or 7.1103), please indicate when do you anticipate to meet these requirements?

Survey Submission

25. Submitted by: *

Please provide your full name and date:

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**PRIVATE DEFENDER PROGRAM CASES COUNTS
FOR FISCAL YEAR ENDED JUNE 30, 2021**

	July 2020	Aug. 2020	Sept. 2020	Oct. 2020	Nov. 2020	Dec. 2020	Jan. 2021	Feb. 2021	March 2021	April 2021	May 2021	June 2021	Year End True-up	Grand Totals
"A" CASES														
1170(D)									2				2	4
1367, 1368														0
Appeals							1	1	1	2	1		1	7
* Contempts	6	7	2	3	1	5	1	1		1	2	5	(3)	31
* Probate	8	6	8		7	6	13	4	2	10	5	4		75
* Probate / Medical Consent						2	1						(1)	2
* SVP						1								1
SVP / Criminal														0
Parole Violation	2	8	5	5	5	3	3	4	7	5	2	8		57
PRCS	5	11	14	12	6	8	3	6	3	13	7	8		96
Probation Violation	49	41	43	35	35	38	37	34	64	50	55	58	5	544
Sexually Violent Predator (SVP)														0
* Adoption / Guardianship							1		1	1			(1)	2
* Military Civil Relief Act														0
Witness Representations - GJ														0
Witness Representations		1		1						1				3
Special Assignment / Witness Rep														0
187	1													1
187 - DP			2	1										3
187 - Spec Circ														0
187 - DP - GJ														0
187 - GJ														0
Life - GJ														0
Super Felony - GJ														0
NGI Extension						1				1		2		4
Other Mental														0
3 Strikes Review														0
3 Strikes / 1 Strike Life				2	1	1					1			5
Life	3	1				1	1		2		1	3		12
P47				1										1
P64													1	1
P57														0
SB-1437		1	2	4	2					2	1	1	2	15
Super Felony	67	97	115	119	97	120	64	95	103	115	112	141	5	1,250
Calendar Closed														0
Superior - Consolidated PV														0
Superior - Unconsolidated PV														0
Writs / Criminal Superior														0
Writs														0
YOP - Resentencing														0
Veterans Resentencing (AB865)														0
859a	4	6	7	1	1		3	5	2	4	3	1		37
Restitution		1	2	1	6	4	3			1		1	(1)	18
Monthly Totals	145	180	200	185	161	190	131	150	187	206	190	232	12	2,169
Cumulative Totals	145	325	525	710	871	1,061	1,192	1,342	1,529	1,735	1,925	2,157	2,169	
"B" CASES														
187 - DP										1				1
187 - Spec Circ														0
187			1											1
3 Strikes / 1 Strike Life			1	1						1	2	1	1	7
Calendar Closed	5	4	3	1	1	4			4	10	3	10	(1)	45
Criminal Contempt			1				1							2
DV Misdemeanor	42	63	38	43	47	52	31	44	44	58	37	46	(6)	539
Felony - No SCR	102	109	106	103	101	100	81	87	118	150	94	126	21	1,298
Felony / SCR	97	119	80	87	87	90	46	62	124	118	107	132	(12)	1,137
General Misdemeanor	226	255	262	243	263	222	113	155	576	914	864	1,066	12	5,171
Life	2	1			4		1	1						9
Minor Traffic / Infractions	31	20	31	27	7	28	25	20	77	131	149	41	5	592
Probation Violation	49	50	38	30	31	37	28	35	73	124	106	94	7	702
Lineups														0
Lineups / Special Assignment														0
3 Strikes Review														0
Writs / Criminal Municipal														0
Witness Representations				3		1		2	5	1				14
Monthly Totals	554	621	561	538	541	534	327	406	1,021	1,508	1,362	1,516	29	9,518
Cumulative Totals	554	1,175	1,736	2,274	2,815	3,349	3,676	4,082	5,103	6,611	7,973	9,489	9,518	
"C" CASES-LPS														
LPS - Regular	4	8	5	3	4	6	1	3	7	8	1	4	12	66
LPS - DNR / Medical Consent	3	3	1	2	4	1	1	1	2	3	2	1		24
LPS - Rehearing Petition		2	2	2		2								8
LPS - Writs	6	4	5	5	5	4	5	5	6	3	5	3	(1)	55
Monthly Totals	13	17	13	12	13	13	7	9	15	14	8	8	11	153
Cumulative Totals	13	30	43	55	68	81	88	97	112	126	134	142	153	
"E" CASES														
P57														0
P47														0
602 - GAL														0
602 - Delinquency	40	58	46	24	24	24	14	21	16	27	23	22	(2)	337
Witness Representations - JV														0
Miranda - SB 395	31	32	30	31	31	31	31	35	31	32	33	32	1	381
Prob. Req. Miranda Advice		3		3		1	6	3	4	9	16	7	5	57
Monthly Totals	71	93	76	58	55	56	51	59	51	68	72	61	4	775
Cumulative Totals	71	164	240	298	353	409	460	519	570	638	710	771	775	
"X" CASES														
X - Other Services	190	168	155	181	133	153	127	140	217	240	181	207	34	2,126
Monthly Totals	190	168	155	181	133	153	127	140	217	240	181	207	34	2,126
Cumulative Totals	190	358	513	694	827	980	1,107	1,247	1,464	1,704	1,885	2,092	2,126	
MONTHLY GRAND TOTALS	973	1,079	1,005	974	903	946	643	764	1,491	2,036	1,813	2,024	90	14,741
FY 2021 CUMULATIVE GRAND TOTAL	973	2,052	3,057	4,031	4,934	5,880	6,523	7,287	8,778	10,814	12,627	14,651	14,741	
* = "A" & "B" Type Civil Cases														
All "C" Cases are Civil Cases														
"X" : Accounts for 'Services' as defined in Addendum 1 to the Fee Schedule (effective 6/1/17) which is attached to the Agreement of 6/1/17.														
NOTE: Delays in adding cases into our computer system may result in case counts being understated. The "Year End True-up" column adjusts for cases added in subsequent months.														
I = Incomplete data for this period.														

Private Defender Program Case Types

"Type A" cases cover a wide array of civil and criminal cases. These range from felony cases arraigned in the Superior Court after preliminary hearings and other proceedings have been concluded ("Arraignments"), to civil proceedings, such as paternity, probate conservatorships, adoptions, and extensions of commitment pursuant to the Sexually Violent Predator Act. The Type A category also includes petitions filed pursuant to Proposition 47.

"Type B" cases generally originate in what was the Municipal Court before the unification of our court in 1998. This category itemizes the number of misdemeanor cases, felonies through preliminary hearings, and other miscellaneous criminal cases in which the PDP was appointed.

"Type C" cases describe those in which the PDP was appointed in various mental health proceedings. Included here are cases filed pursuant to the provisions of the Lanterman-Petris Short Act (LPS cases), in which the involuntary commitment of persons who are gravely disabled, or alleged to be a danger to themselves or to others, as the result of a mental disorder is at issue.

Originally "Type D" cases described those Juvenile Dependency cases in which the PDP was appointed and was part of the agreement with the County. These cases are now governed by an Agreement with the Court and are now reported to the court and not to the County. They are included in this report to give the County the opportunity to see all of the cases PDP attorneys handle.

"Type E" cases describe those Juvenile Delinquency cases to which the PDP was appointed.

"Type X" cases include, in addition to their regular caseloads, several PDP lawyers who appear at and cover regularly scheduled court calendars, which is a time set aside by one judge to handle a significant number of cases that are at the same procedural point of the criminal justice process. Attorneys with extensive serious felony experience handle the arraignment calendars for those clients who are in custody. In addition to the in-custody calendar there are six weekly out-of-custody arraignment calendars, all of which are staffed by PDP attorneys. In addition, there are several regularly scheduled calendars for the various specialty court calendars including Pathways Mental Health Court, Bridges (Probation Department Drug Program), Laura's Law Court, Drug Court, Penal Code 1370 (not competent to stand trial) Court, Restitution Court, Domestic Violence Review, Veterans Treatment Court and Military Diversion. In addition to these calendars, the LPS cases are heard weekly.

PDP Caseloads by Attorney and PDP Averages
Fiscal Year Ended June 30, 2021

Randomized Attorney Number	% of time spent on PDP Cases	A	B	C	D	E	X
15	100%	4	2	0	0	0	0
62	40%	19	23	0	0	0	1
79	90%	81	206	0	0	0	106
40	90%	102	208	0	0	0	2
93		1	0	0	7	22	0
75	100%	5	3	0	0	0	50
67	98%	63	68	0	0	0	30
28	50%	7	4	0	0	0	21
87	100%	0	251	0	0	0	29
66	30%	2	0	0	0	0	3
48	90%	27	192	0	0	0	38
2	90%	14	30	0	0	0	3
8	50%	2	1	0	0	0	1
60	90%	0	33	0	0	59	0
22	50%	5	11	0	0	0	1
ANCILLARY SERVICES		9	15	0	0	0	0
19	95%	38	278	0	0	0	1
102		3	34	0	0	0	0
86	0%	0	0	0	0	0	0
101	100%	0	1	0	36	112	12
65	95%	0	0	0	0	107	1
49	65%	61	107	0	0	0	1
24	95%	3	311	0	21	50	0
57		1	0	0	0	49	0
11	98%	4	11	0	0	0	13
52		5	0	0	0	0	0
36	35%	2	0	0	0	20	29
33	100%	20	0	0	37	0	2
76	90%	79	142	0	0	0	125
35	70%	41	76	0	0	0	3
85	100%	23	51	0	0	22	92
90		2	0	0	0	0	0
4	100%	2	365	0	0	0	0
88	100%	47	68	0	0	0	0
12	100%	86	310	0	0	0	57
73		8	0	2	10	9	6
3	95%	39	172	0	0	5	1
7	60%	69	209	27	0	0	39

**PDP Caseloads by Attorney and PDP Averages
Fiscal Year Ended June 30, 2021**

Randomized Attorney Number	% of time spent on PDP Cases	A	B	C	D	E	X
82	90%	1	357	0	0	0	16
91	50%	5	10	0	0	0	0
17	20%	19	0	30	0	1	15
41	40%	1	2	0	0	0	6
69	100%	2	308	0	0	0	192
98	80%	0	0	0	0	0	69
70		0	0	0	4	61	13
80	80%	37	95	0	0	0	2
51		1	0	0	0	0	8
29	90%	57	73	0	0	0	27
83		10	0	0	0	0	0
81	90%	8	220	0	0	0	0
37	90%	40	290	0	0	0	22
20	75%	36	330	0	0	0	32
78	98%	0	144	0	0	0	0
77		0	0	0	0	0	51
6	15%	1	1	11	0	32	10
25		3	0	0	0	0	0
31	90%	0	1	0	34	58	1
5	95%	58	172	0	0	0	25
53	90%	12	290	0	0	0	36
23	75%	20	30	0	0	0	0
94		0	0	0	0	0	3
1	100%	0	189	0	0	0	92
84	90%	16	135	0	0	0	33
45	75%	5	28	0	0	0	1
72	90%	128	52	0	0	0	226
34		0	0	0	1	0	0
50	99%	0	297	0	0	0	0
32	95%	19	74	0	0	0	51
14	85%	65	349	0	0	0	32
97	60%	13	14	0	0	0	1
61	35%	7	20	0	0	0	0
16	75%	0	112	0	0	0	0
68	40%	5	5	0	0	0	0
58	90%	25	120	0	0	0	6
89		31	103	9	0	0	9
46	85%	67	186	0	0	0	0
43	75%	76	323	26	0	35	36

PDP Caseloads by Attorney and PDP Averages
Fiscal Year Ended June 30, 2021

Randomized Attorney Number	% of time spent on PDP Cases	A	B	C	D	E	X
54	40%	2	0	0	0	0	0
42	40%	3	2	0	0	0	0
21	20%	25	0	0	0	0	19
13	90%	63	184	0	0	0	0
59	30%	3	6	0	0	0	0
30	50%	17	97	0	0	0	0
ATTORNEY UNASSIGNED		65	483	0	18	1	17
26	100%	1	8	0	0	0	187
39	35%	4	76	0	0	0	0
63		0	0	0	0	0	0
56	80%	1	0	0	31	19	1
64	100%	63	139	0	0	0	0
38	90%	50	274	0	0	0	44
74	95%	2	0	0	0	0	1
95	98%	35	220	0	0	0	58
100		0	0	19	0	0	0
10	65%	0	0	0	27	50	3
55	95%	2	69	29	38	1	1
99	75%	32	154	4	0	1	1
96	40%	0	26	0	0	0	0
18	70%	21	54	0	0	0	3
47	75%	40	90	0	0	0	0
71	99%	91	69	0	13	61	60
44		1	0	0	0	0	21
27	97%	6	55	0	0	0	28
Totals		2169	9518	153	277	775	2126
Average Time Spent on PDP Cases	76%						

**San Mateo County Bar Association
Budget vs. Actual with Monthly Trend
Private Defender Program
As of June 30, 2021**

Reporting Book:

As of Date:

Location:

	Year To Date 06/30/2021	
	Actual	BUDGET
Revenues over Expenditures		
Revenues		
Program Service Revenue		
Program Revenue		
SM County Contract Revenue	19,468,800.00	19,468,800.00
AB109 Probation/Parole	298,952.56	233,000.00
Court Funding 300 W & I - JV	1,045,391.13	923,000.00
JCC Funding	305,000.00	0.00
Total Program Revenue	21,118,143.69	20,624,800.00
Total Program Service Revenue	21,118,143.69	20,624,800.00
Investment Income		
Investment Income	9,744.78	3,800.00
Total Investment Income all	9,744.78	3,800.00
Total Revenues	21,127,888.47	20,628,600.00
Expenditures		
Program		
Attorney Fees	10,798,151.45	13,434,755.00
Support Services (Inv/Para/SW)	2,221,217.06	2,270,000.00
Expert & Related Services	911,335.59	1,450,000.00
Answering Service & Other Expenses SB395	2,243.58	2,600.00
Education Reimbursements - Attorneys	32,010.22	54,000.00
Education Reimbursements - Investigators	750.00	9,950.00
In-House Training Sessions	0.00	20,000.00
Lexis Nexis	116,830.00	77,535.00
Other Program Expense	6,923.91	0.00
Discovery Costs	11,030.37	3,000.00
Events Expense	1,847.01	5,000.00
Card Key Expense	430.00	1,600.00
Total Program	14,102,769.19	17,328,440.00
Personnel		
Salary and Wages	1,876,047.19	1,940,581.00
PR Benefits	509,399.98	557,573.00
PR Taxes	120,165.25	155,246.00
Total Personnel	2,505,612.42	2,653,400.00
Occupancy	198,766.09	194,194.00
Professional Fees		
IT Services	22,614.00	31,600.00
HR & Payroll Consulting	36,582.83	35,250.00
Other Professional Services	9,084.00	25,000.00
Accounting Services	70,262.46	72,000.00
Audit & Tax Prep Fees	33,267.00	36,550.00

Legal Services	22,161.45	10,000.00
Total Professional Fees	193,971.74	210,400.00
General and Administrative Expenses		
Credit Card and Other Service Charges	596.65	0.00
Depreciation	786.00	0.00
Due and Subscriptions	5,439.50	4,700.00
Equipment Rental	11,713.51	10,975.00
Facilities	7,882.78	5,000.00
Insurance	70,165.43	66,174.00
Meals and Entertainment	880.24	3,000.00
Office Expenses		
Publication and Books	8,979.34	8,000.00
Office Supplies	18,207.17	32,698.00
Computer Hardware & Equipment	10,614.50	7,027.00
Computer Software	51,823.19	54,000.00
Total Office Expenses	89,624.20	101,725.00
Other Expenses	0.01	0.00
Postage and Delivery	982.70	0.00
Repairs and Maintenance	425.50	0.00
State and Local Taxes	0.00	1,442.00
Telecommunication	51,277.61	44,850.00
Travel Expenses	0.00	4,300.00
Total General and Administrative Expenses	239,774.13	242,166.00
Total Expenditures	17,240,893.57	20,628,600.00
Total Revenues over Expenditures	3,886,994.90	0.00