



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**

County Manager's Office

**DATE:** August 15, 2001

**BOARD MEETING DATE:** August 21, 2001

**TO:** Honorable Board of Supervisors  
**FROM:** Paul Scannell, Assistant County Manager  
**SUBJECT:** Private Defender Program Contract

**Recommendation**

- 1) Adopt a Resolution authorizing the President of the Board of Supervisors to execute an agreement with the San Mateo County Bar Association for Private Defender Program services for the period September 1, 2001 through June 30, 2006.
- 2) Approve an Appropriation Transfer Request (ATR) transferring \$1,119,562 from Non-Departmental General Fund Contingencies to Other Professional Contract Services in the Private Defender Program budget unit (2820B).

**Background**

The County is obligated to provide legal services for those financially unable to retain private counsel. Through a contractual agreement with the County, the San Mateo County Bar Association has been providing legal counsel under the Private Defender Program (PDP) to all financially eligible persons since 1968. The agreement is unique for the County in that the Association is not the ultimate provider of the service, but negotiates on behalf of the members of the Association who are active in the practice of criminal law and are willing to accept appointment to the panel of lawyers that provide defense in all eligible cases. Since the service is provided by individual independent practitioners, coordinated and managed by the Bar Association, the County avoids the necessity of providing public defender services and the expensive necessity faced by other counties of having two or more contracts for legal services in the event of conflict situations. The individual lawyers are responsible for maintaining their own offices and are compensated by the Association at rates established for

various types of appearances in the judicial process. The current contract is scheduled to expire August 31, 2001.

### **Discussion**

A new five-year agreement between the County and the Association is recommended, effective September 1, 2001. The Board of Supervisors established a committee last year to review the provision of legal services provided by the Association under the Private Defender Program contract. On March 20, 2001 the committee reported to the Board and recommended continuing the contract with the Association, but suggested that a number of changes be negotiated in a new contract. The Board accepted the recommendations of the committee, with two exceptions. One, the Board did not agree to establish a formalized training program and two, the Board added a recommendation for a three-member oversight committee, including a member of the judiciary. The Board instructed staff to negotiate a new contract, if possible, that contained those elements as well as the accepted recommendations of the committee. As a result, the contract includes substantial changes from the previous agreements in the delivery of defense services and complies with the County's recent emphasis on performance based budgeting.

Under the terms of the proposed agreement, the Association will continue to provide legal services for all financially eligible persons entitled to court-appointed counsel. The Association will provide representation in criminal cases, juvenile cases, mental health cases, and certain civil and miscellaneous cases. Attorneys will appear at all arraignment calendars, drug court calendars, probable cause hearing calendars and all other calendars as requested by the Superior Court.

The County will compensate the Association a fixed amount for each year of the contract for all services. In years two through five of the contract the amount provided will increase by 6% per annum. The initial year contract will be for \$10,356,096. This amount represents a 6.5% increase over the current contract amount plus a settlement of an outstanding amount the County had agreed to pay the Association in 1992, adjusted by inflation. In 1992, at the beginning of a five-year contract, the County agreed that the Association would provide the contracted services at less than their actual cost, funding the deficit from Association reserves. However, the shortfall, \$550,000 was carried over into the next contract and adjusted for inflation to \$687,500. This new contract will pay the Association the entire amount due and eliminate that continually increasing liability.

The major non-financial changes in the contract concern various reports and records that will be maintained by the Association and provided to the County on a periodic basis to ensure the performance of the contract. The Association will provide on a quarterly basis the names of all attorneys who represented clients during that quarter. Attorney-client confidentiality will be carefully observed in all reports furnished to the County under this and other provisions of the contract. Annually the Association will report to the County on its efforts to provide sufficient training of all attorneys accepting cases. Annually the Association shall evaluate the performance of all attorneys. The Association shall provide to the County the standards by which performance was measured, and evidence that the evaluations were conducted. The actual evaluations will be confidential, but reported by number and results to the County. The Association will have an experienced attorney on duty on each business day

to receive complaints about the performance of program lawyers. The complaints will be processed in accordance with a written procedure, which is part of the contract. The number and nature of all such complaints as well as their disposition will be reported annually to the County. The Association shall devise and implement a caseload evaluation system and report the results to the County annually. The importance of an early contact with clients in custody is recognized and the Association will devise a satisfactory monitoring system to report on such contacts, and report the results annually to the County. The Association recognizes the importance of a community outreach effort and will work closely with the Court and the County to design a successful program and report annually the results to the County.

The terms of the Contract also provide, at the County's initiation, an evaluation committee selected by the County. The committee shall include members of the judiciary, members of the Association, not actively participating in the program, and other interested parties as determined by the County.

The contract includes the County's required non-discrimination language as well as the appropriate employee benefit language as mandated by the County. The insurance coverage has been reviewed and approved, and includes the appropriate level of professional liability coverage. The County Counsel has reviewed and approved the terms of the contract.

**Fiscal Impact**

The County will compensate the Association a total of \$10,356,096 for services rendered during FY 2001-02. Under the current contract, the County has compensated the Association \$1,539,423 through August 31, leaving a balance owed on October 1, 2001 of \$8,816,673. The ATR will appropriate General Fund Contingencies of \$1,119,562 to provide sufficient funds to cover the October 1 payment. Contract obligations for years two through five will be appropriated in future budgets.

cc: John Digiacinto, Executive Director – San Mateo County Bar Association  
Peggy Thompson, Court Executive Officer  
Lee Thompson, Deputy County Counsel  
Reyna Farrales, Deputy County Manager  
Jim Saco, Assistant Budget Director

**COUNTY OF SAN MATEO  
APPROPRIATION TRANSFER REQUEST**

REQUEST NO. \_\_\_\_\_

DEPARTMENT County Manager's Office

DATE 08/15/01

**1. REQUEST TRANSFER OF APPROPRIATIONS AS LISTED BELOW:**

C O D E S		AMOUNT	DESCRIPTION	
FUND OR ORG.	ACCOUNT			
From	81110	8611	1,119,562.00	General Fund Contingencies
To	28110	5858	1,119,562.00	Other Professional Contract Services

**Justification. (Attach Memo if Necessary)**

To appropriate General Fund Contingencies in the amount of \$1,119,562 to increase appropriations in the Private Defender Program budget unit so that FY 2001-02 contractual obligations can be met.

**DEPARTMENT HEAD**

BY: Jim Saco DATE 8/15/01

2.  Board Action Required

Four-Fifths Vote Required

Board Action Not Required

Remarks: \_\_\_\_\_

**COUNTY CONTROLLER**

BY: \_\_\_\_\_ DATE \_\_\_\_\_

3.  Approve as Requested

Approve as Revised

Disapprove

Remarks: \_\_\_\_\_

**COUNTY MANAGER**

BY: Paul Scanner DATE 8/16/01

**DO NOT WRITE BELOW THIS LINE — FOR BOARD OF SUPERVISORS' USE ONLY**

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

RESOLUTION TRANSFERRING FUNDS

RESOLUTION NO. \_\_\_\_\_

RESOLVED, by the Board of Supervisors of the County of San Mateo, that

WHEREAS, the Department hereinabove named in the Request for Appropriation, Allotment or Transfer of Funds has requested the transfer of certain funds as described in said Request; and

WHEREAS, the County Controller has approved said Request as to accounting and available balances, and the County Manager has recommended the transfer of funds as set forth hereinabove:

NOW, THEREFORE, IT IS HEREBY ORDERED AND DETERMINED that the recommendations of the County Manager be approved and that the transfer of funds as set forth in said Request be effected.

Regularly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Ayes and in favor of said resolution:

Noes and against said resolution:

Supervisors: \_\_\_\_\_

Supervisors: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \*

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND THE  
SAN MATEO COUNTY BAR ASSOCIATION FOR  
PRIVATE DEFENDER PROGRAM

---

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, it is the desire of the County to provide appropriate and competent legal services to financially eligible persons entitled to Court Appointed Counsel in San Mateo County; and

WHEREAS, the San Mateo County Bar Association has successfully provided such services through the Private Defender Program since 1968; and

WHEREAS, it is the desire of the County and the San Mateo County Bar Association to continue to provide these services; and

WHEREAS, the County has renegotiated a new Agreement with the San Mateo County Bar Association for provision of the Private Defender Program; and

WHEREAS, this Board has been presented with a form of the Agreement and wishes to approve same as to both form and content and desires to enter into the Agreement;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED THAT THE President of this Board of Supervisors be, and he is hereby, authorized and directed to execute the Agreement with the San Mateo County Bar Association for the Private Defender Program for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest to the signature thereto.

\* \* \* \* \*

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

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2001, 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");

## WITNESSETH:

WHEREAS, it is the desire of both the County and the Association 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 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, Association agrees to furnish such legal services through its Private Defender Program, and County agrees to pay to Association certain sums therefore upon the following terms and conditions:

### 1. SERVICES

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<sup>1</sup>. Association will provide such representation in criminal cases, juvenile cases, mental health cases, and civil and miscellaneous cases as more fully described in Paragraph 2 of this Agreement. As part of such representation, Association shall provide attorneys to appear at all arraignment calendars, drug court calendars, treatment court calendars (formed to implement the provisions of Penal Code section 1210 *et seq.*), Bridges Program calendars, mental health calendars, probable cause hearing calendars, juvenile court detention and drug court calendars, and as requested by the Superior Court of San Mateo County. As to the cases described in Paragraph 2 of this Agreement,

---

<sup>1</sup> The San Mateo County Superior Court became unified in 1998. Prior to that time, it was divided into a court of limited jurisdiction, the "Municipal Court", and a court of general jurisdiction, the "Superior Court". To promote an ease of description and a continuity with previous agreements between the Association and the County, the "case types" defined and described in paragraph 2 of this Agreement will continue to refer to a "Municipal" and a "Superior" Court as they existed in San Mateo County prior to 1998.

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. Association shall also employ appropriate staff as may be required to fulfill its obligations under this Agreement.

## 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. A Type C case also includes any probable cause hearings for involuntarily confined psychiatric patients conducted pursuant to section 5250 of the Welfare and Institutions Code and all *Riese* hearings<sup>2</sup> regarding involuntary medication of such patients, as described in greater detail in **APPENDIX A**, attached hereto and incorporated by reference as though fully set forth herein.
- d. **“TYPE D” CASE** is defined as a juvenile dependency case initiated on behalf of a minor as defined by California Welfare and Institutions Code section 300, in which attorneys are appointed for

---

<sup>2</sup> *Riese v. St. Mary's Hospital and Medical Center* (1987) 209 Cal.App.3d 1303; 271 Cal.Rptr.199.

one or both parents and/or for the child or children pursuant to Welfare and Institutions Code section 317. Each such appointment shall be counted as a case. When an attorney, previously appointed pursuant to Section 317 of the Welfare and Institutions Code, represents a party at a proceeding pursuant to Section 366.26 of the Welfare and Institutions Code for the purpose of: (1) the termination of parental rights, or, (2) the establishment of legal guardianship of a dependent minor, such proceeding shall be deemed a separate case. A petition for extraordinary writ review from an order of the court pursuant to Welfare and Institutions Code section 366.25 shall also be counted as a separate case.

- e. **"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 Paragraphs 2.a., 2.b., 2.c., 2.d. and 2.e. above, County and Association agree to continue to define the case as set forth in this Agreement.

### 3. **COMPENSATION**

This Agreement covers a period of five years, and provides for fixed amounts of compensation during each year of the Agreement. Both the County and the Association acknowledge uncertainty about the effect that significant increases or decreases in 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. For the purposes of this paragraph, an increase or decrease in the case appointments of 10% in any one year over the preceding year or 15% in any two consecutive years is considered significant.

In consideration for Association's performance of the obligations set forth herein, County agrees to pay Association a fixed amount, due and payable on the first business day of each fiscal year, beginning July 1, as follows:

- a. For the period commencing September 1, 2001 and ending June 30, 2002, the total amount of compensation to be paid by the County to the Association shall be \$ 8,816,673. For this first year of the Agreement, compensation will be due and payable on October 1, 2001.



- b. For the period commencing July 1, 2002 and ending June 30, 2003, the total amount of compensation to be paid by the County to the Association shall be \$ 10,977,462.
- c. For the period commencing July 1, 2003 and ending June 30, 2004, the total amount of compensation to be paid by the County to the Association shall be \$ 11,636,110.
- d. For the period commencing July 1, 2004 and ending June 30, 2005, the total amount of compensation to be paid by the County to the Association shall be \$ 12,334,276.
- e. For the period commencing July 1, 2005 and ending June 30, 2006, the total amount of compensation to be paid by the County to the Association shall be \$ 13,074,333.
- f. Except as specified in Paragraphs 3g and 3h below, such annual amounts of compensation shall include all services for court appointments defined under Paragraph 2, **CASE TYPES**, and for **SPECIAL LITIGATION CASES**, defined in Paragraph 3h below, made during the period of the Agreement. In addition, all cases appointed to the Private Defender Program prior to June 30, 2001, but unfinished as of July 1, 2001, are included within the terms of this 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.
- g. Association shall be responsible for the complete representation of all persons for whom appointment was made under Paragraph 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 Paragraph 2. Association shall maintain a reserve fund, which, in Association's estimate, shall be adequate to provide compensation for representation, and all associated expenses, consistent with this Paragraph, in the event of a termination of the contract, and/or a determination not to contract further.
- h. 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. 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. In the event that no agreement exists between County and Association after June 30, 2006, County agrees to pay for all Special Litigation case services as are provided after June 30, 2006 by

Association for Special Litigation cases appointed during the term of this Agreement at the rates the Association pays, and under procedures prevailing during the last year of this Agreement.

- i. The annual payments set forth in Paragraphs 3.a., 3.b., 3.c., 3.d., and 3.e. above, are based on a calculation of the anticipated caseload for each type of case. The rates for each type of case, for each of the five years of this Agreement, are set forth in detail in APPENDIX B, attached hereto and incorporated by reference as though fully set forth herein.
  
- j. **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 706, 140 Cal.Rptr. 318, shall not be included within the terms of this Agreement, but may at County 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 Administrator of the Private Defender Program shall approve. In the event that the Administrator intends not to approve, the Administrator shall notify the County immediately. Without the Administrator'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.
  
- k. **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 is not included in the terms of this Agreement, and shall be reimbursed separately and in addition thereto.

#### 4. CONSULTATION WITH COURT ABOUT ELIGIBILITY

The Association agrees to consult with the judiciary and representatives of the County in implementing this Agreement to assure competent representation of financially eligible persons at reasonable costs. The Association agrees to cooperate with the County and with the judiciary in the determination of

financial eligibility of applicants for such services, and agrees to use best efforts in implementing any adopted financial eligibility determination system. The Association will make recommendations to the judiciary with regard to court appointment of counsel in individual cases. The term "financially eligible", as used in this Agreement, refers to persons without sufficient means to retain counsel, as defined in California Penal Code section 987.9 *et seq.*

## 5. NON-DISCRIMINATION

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of race, color, religion, nation origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Association shall ensure full compliance with federal, state or local laws, directives and executive orders regarding non-discrimination for all employees and subcontractors under this Agreement.

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.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to

- i) examine Association's employment records with respect to compliance with this paragraph;
- ii) set off all or any portion of the amount described in this paragraph against amounts due to Association under the Agreement or any other contractor between Association and County.

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 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. Association shall provide County with a copy of the response to the Complaint when filed.

With respect to the provision of employee benefits, 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.

**6. INDEMNIFICATION**

The Association shall hold harmless, defend and indemnify County, its agents, officers and employees, from any and all liability, claims, actions, costs, damages or losses of any kind (including but not limited to injuries, or damage to person and/or property or any loss or cost) which arise out of the performance by the Association, its agents, officers, and employees under this Agreement. This obligation to hold harmless, defend and indemnify shall continue beyond the term of this Agreement or any extension of this Agreement.

The County shall hold harmless, defend and indemnify the Association, its agents, officers and employees, from any and all liability, claims, actions, costs, damages or losses of any kind (including but not limited to injuries, or damage to person and/or property or any loss or cost) which arise out of the performance by the County, its agents, officers, and employees under this Agreement. This obligation to hold harmless, defend and indemnify shall continue beyond the term of this Agreement or any extension of this Agreement.

**7. 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 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 Association operations under this Agreement, whether such operations be by 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 Association. 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, 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.

8. **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.

## **9. RECORDS AND AUDITS**

- a. Association shall maintain records and accounts during the course of this Agreement and for four years thereafter, and shall observe accepted accounting practices. Association shall make statistical and financial records and data relevant to the provisions of this Agreement 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 County to examine files 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.
- b. Association shall furnish to the County, within 60 days of the end of each quarter of each year of this Agreement, the names of all attorneys who represented Private Defender Program clients during that quarter.
- c. Association shall furnish to the County, within 60 days of the end of each quarter of each year of this Agreement, a statistical breakdown of the number of cases in each of the categories defined and described in Paragraph 2 herein, to enable the County to evaluate the performance of services under this Agreement. The Association shall also provide to the County, periodically or as appropriate, reports of 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 County funding. Such reports may include recommended procedures for obtaining reimbursement or funding.

- d. 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. County shall furnish to the Association, upon request, information regarding the amount and source of reimbursement received by the County.
- e. 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 a copy of the current Fee Schedule, setting forth such fees and rates, to the County, and agrees to provide a copy of any modifications to the Fee Schedule within 30 days of adoption by the Association.

10. **PERFORMANCE BENCHMARKS**

a. **Attorney Training.**

The Association recognizes that ongoing professional training is a necessity to keep attorneys abreast of changes and developments in the law. The Association shall provide sufficient training, whether in-house or through a qualified provider of Continuing Legal Education certified by the California State Bar Association, to keep all of its attorneys who perform work under this Agreement abreast of developments in relevant law and procedure. This subject shall be included in the annual report of the Private Defender Program to the County as described in Paragraph 10.g. below.

b. **Attorney Evaluation.**

The Administrator of the Private Defender Program, and/or his/her designee, shall evaluate the professional performance of Private Defender Program attorneys 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 Paragraph 10.g. below.

c. **Client Complaints.**

The Private Defender Program will have a lawyer with felony experience on duty each business day at the Private Defender

Program offices during regular business hours to receive complaints about the performance of Private Defender Program lawyers directly from Private Defender Program clients. Such attorneys, known as “Officers of the Day”, will follow the written procedure for the handling of client complaints, which is attached hereto as APPENDIX C and incorporated herein by reference. 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*<sup>3</sup> hearing, since the adequacy of the performance of counsel in court-appointed cases is ultimately for the Court to determine<sup>4</sup>. 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 Paragraph 10.g. below.

**d. Attorney Caseloads.**

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, commencing with the second year of this Agreement, the Private Defender Program shall devise and implement an annual caseload evaluation to determine the average caseloads of Private Defender Program attorneys, and shall report the results in the annual report of the Private Defender Program to the County, as described in Paragraph 10.g. below, after the second year of this Agreement.<sup>5</sup>

**e. 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 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

---

<sup>3</sup> *People v. Marsden* (1970) 2 Cal.3d 118; 84 Cal.Rptr. 156.

<sup>4</sup> *Phillips v. Seely* (1974) 43 Cal.App.3d 104,115.

<sup>5</sup> 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.



relationship of trust and understanding that will ultimately inure to the client's benefit. Consequently, commencing with the second year of this Agreement, 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 Paragraph 10.g., after the second year of this Agreement.

**f. 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. The Association will also participate fully in the objectives and work of the recently proposed Community Law Project, should it be formed and implemented by the Board of Supervisors of San Mateo County.

Community outreach efforts will be included in the annual report of the Private Defender Program to the County, as described in Paragraph 10.g. below.

**g. Annual Report of Administrator.**

Within ninety (90) days of the end of each year of this Agreement, the Administrator 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 Paragraphs 10.a., 10.b., 10.c., 10.d., 10.e., and 10.f..

11. **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, that shall include members of the judiciary, members of the Bar 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.

12. **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.

13. **COURT-REQUESTED INVESTIGATIVE SERVICES.**

Upon request of the Court and Association acceptance, investigative 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 County to Association.

14. **TERM OF AGREEMENT.**

The term of this Agreement shall be from July 1, 2001 through June 30, 2006.

15. **USE OF CONTRACT REVENUES.**

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

16. **TIME** is of the essence of this Agreement.

17. **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 the Association and the County. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

18. **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 of the County of San Mateo.

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2001.

COUNTY OF SAN MATEO

BY \_\_\_\_\_  
President, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of said Board

SAN MATEO COUNTY BAR ASSOCIATION

By Mark G. Bontly  
President

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

**FY 2001-2006**

**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.*; 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 Soldiers and Sailors 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; 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; 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.

**“TYPE C” CASES** include probable cause and *Riese* hearings, and shall be provided as follows: the Private Defender Program shall provide representation at Mills-Peninsula Hospital and San Mateo County General Hospital at a maximum occurrence of two hearings per week at each facility, for a total of 208 appearances. The Private Defender Program will also serve as “back-up” representation at Sequoia Hospital and the Veterans Administration Hospital for no more than 20 hearings when the representative of the Health Department is unavailable. The Health Department shall provide notification 24 hours in advance when attendance is required at those proceedings.

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO  
AND THE SAN MATEO COUNTY BAR ASSOCIATION  
FY 2001-2006**

**APPENDIX B**

**CALCULATION OF CASE COSTS BY TYPE AND YEAR**

- a. For the period commencing July 1, 2001 and ending June 30, 2002:
- |                            |        |
|----------------------------|--------|
| Type A Case (Paragraph 2a) | \$ 827 |
| Type B Case (Paragraph 2b) | \$ 363 |
| Type C Case (Paragraph 2c) | \$ 408 |
| Type D Case (Paragraph 2d) | \$ 606 |
| Type E Case (Paragraph 2e) | \$ 178 |
- b. For the period commencing July 1, 2002 and ending June 30, 2003, the case rate for Type A, B, C, D, and E cases shall be increased by six percent (6%).
- c. For the period commencing July 1, 2003 and ending June 30, 2004, the case rate for Type A, B, C, D, and E cases shall be increased by six percent (6%).
- c. For the period commencing July 1, 2004 and ending June 30, 2005, the case rate for Type A, B, C, D, and E cases shall be increased by six percent (6%).
- d. For the period commencing July 1, 2005 and ending June 30, 2006, the case rate for Type A, B, C, D, and E cases shall be increased by six percent (6%).

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
THE SAN MATEO COUNTY BAR ASSOCIATION  
FY 2001-2006**

**APPENDIX C**

**COMPLAINT PROCEDURE**

- 1/ The Private Defender Program (hereinafter "PDP") will have a felony-qualified lawyer on duty each day during regular business hours to field complaints about PDP lawyers' performance directly from PDP clients.
  
- 2/ This "Officer of the Day" (OD) will log receipt of the complaint call, a brief description of the complaint, and what if any resolution was reached. Where appropriate, the OD will review Court records and will contact the attorney involved to investigate the merit of a client's complaint.
  
- 3/ The OD is empowered to change an attorney at the request of a client if, in his or her judgment, the assigned attorney's performance to date has been deficient, and that deficiency has eroded the client's confidence in his or her attorney's representation.  
The OD will bring any instance of such a performance-based attorney reassignment to the attention of the PDP Administrator or Assistant Administrator. The Administrator or Assistant Administrator will then contact the lawyer from whom the case was reassigned to ascertain their perspective of the facts surrounding his or her representation of the client.
  
- 4/ The OD is also authorized to replace an attorney at the client's request, notwithstanding the adequacy of his or her representation, where the OD is of the view that the interests of justice would best be served by such a substitution of assigned counsel.
  
- 5/ Where the OD decides not to honor the client's request for a change of lawyers, he or she will inform the client of the right to present his or her argument to the trial court pursuant to the California Supreme Court's 1970 decision *People v. Marsden*.<sup>1</sup>
  
- 6/ When a spouse or other member of the client's immediate family calls to complain about the performance of a PDP attorney, the caller should be encouraged to notify the client that he or she should contact the PDP office directly.

---

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

7/ When a complaint is called to the PDP by a person who purports to be a representative of a religious, civil rights or other client advocacy organization, the OD should invite the caller to reduce his or her understanding of the substance of the client's complaint to writing, and to direct it to the Administrator or Assistant Administrator of the PDP. Written acknowledgment of receipt of such a letter will be made by the PDP administration. Such a caller should be encouraged to notify the client that he or she should contact the PDP office directly.

8/ Officers of the Day are also obliged to discuss with PDP administrators instances where multiple complaints have been lodged against an individual attorney.

[Note: In no instance will any part of a client's case that is protected by the attorney-client or other recognized legal privilege be discussed with anyone other than the client.]



RESOLUTION NO. \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND THE  
SAN MATEO COUNTY BAR ASSOCIATION FOR  
PRIVATE DEFENDER PROGRAM**

---

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, it is the desire of the County to provide appropriate and competent legal services to financially eligible persons entitled to Court Appointed Counsel in San Mateo County; and

WHEREAS, the San Mateo County Bar Association has successfully provided such services through the Private Defender Program since 1968; and

WHEREAS, it is the desire of the County and the San Mateo County Bar Association to continue to provide these services; and

WHEREAS, the County has renegotiated a new Agreement with the San Mateo County Bar Association for provision of the Private Defender Program; and

WHEREAS, this Board has been presented with a form of the Agreement and wishes to approve same as to both form and content and desires to enter into the Agreement;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED THAT THE President of this Board of Supervisors be, and he is hereby, authorized and directed to execute the Agreement with the San Mateo County Bar Association for the Private Defender Program for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest to the signature thereto.

\* \* \* \* \*

RESOLUTION NO. \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \*

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND THE  
SAN MATEO COUNTY BAR ASSOCIATION FOR  
PRIVATE DEFENDER PROGRAM**

---

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, it is the desire of the County to provide appropriate and competent legal services to financially eligible persons entitled to Court Appointed Counsel in San Mateo County; and

WHEREAS, the San Mateo County Bar Association has successfully provided such services through the Private Defender Program since 1968; and

WHEREAS, it is the desire of the County and the San Mateo County Bar Association to continue to provide these services; and

WHEREAS, the County has renegotiated a new Agreement with the San Mateo County Bar Association for provision of the Private Defender Program; and

WHEREAS, this Board has been presented with a form of the Agreement and wishes to approve same as to both form and content and desires to enter into the Agreement;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED THAT THE President of this Board of Supervisors be, and he is hereby, authorized and directed to execute the Agreement with the San Mateo County Bar Association for the Private Defender Program for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest to the signature thereto.

\* \* \* \* \*

RESOLUTION NO. \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \*

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND THE  
SAN MATEO COUNTY BAR ASSOCIATION FOR  
PRIVATE DEFENDER PROGRAM**

---

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, it is the desire of the County to provide appropriate and competent legal services to financially eligible persons entitled to Court Appointed Counsel in San Mateo County; and

WHEREAS, the San Mateo County Bar Association has successfully provided such services through the Private Defender Program since 1968; and

WHEREAS, it is the desire of the County and the San Mateo County Bar Association to continue to provide these services; and

WHEREAS, the County has renegotiated a new Agreement with the San Mateo County Bar Association for provision of the Private Defender Program; and

WHEREAS, this Board has been presented with a form of the Agreement and wishes to approve same as to both form and content and desires to enter into the Agreement;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED THAT THE President of this Board of Supervisors be, and he is hereby, authorized and directed to execute the Agreement with the San Mateo County Bar Association for the Private Defender Program for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest to the signature thereto.

\* \* \* \* \*

RESOLUTION NO. \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND THE  
SAN MATEO COUNTY BAR ASSOCIATION FOR  
PRIVATE DEFENDER PROGRAM**

---

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, it is the desire of the County to provide appropriate and competent legal services to financially eligible persons entitled to Court Appointed Counsel in San Mateo County; and

WHEREAS, the San Mateo County Bar Association has successfully provided such services through the Private Defender Program since 1968; and

WHEREAS, it is the desire of the County and the San Mateo County Bar Association to continue to provide these services; and

WHEREAS, the County has renegotiated a new Agreement with the San Mateo County Bar Association for provision of the Private Defender Program; and

WHEREAS, this Board has been presented with a form of the Agreement and wishes to approve same as to both form and content and desires to enter into the Agreement;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED THAT THE President of this Board of Supervisors be, and he is hereby, authorized and directed to execute the Agreement with the San Mateo County Bar Association for the Private Defender Program for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest to the signature thereto.

\* \* \* \* \*

RESOLUTION NO. \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND THE  
SAN MATEO COUNTY BAR ASSOCIATION FOR  
PRIVATE DEFENDER PROGRAM**

---

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, it is the desire of the County to provide appropriate and competent legal services to financially eligible persons entitled to Court Appointed Counsel in San Mateo County; and

WHEREAS, the San Mateo County Bar Association has successfully provided such services through the Private Defender Program since 1968; and

WHEREAS, it is the desire of the County and the San Mateo County Bar Association to continue to provide these services; and

WHEREAS, the County has renegotiated a new Agreement with the San Mateo County Bar Association for provision of the Private Defender Program; and

WHEREAS, this Board has been presented with a form of the Agreement and wishes to approve same as to both form and content and desires to enter into the Agreement;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED THAT THE President of this Board of Supervisors be, and he is hereby, authorized and directed to execute the Agreement with the San Mateo County Bar Association for the Private Defender Program for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest to the signature thereto.

\* \* \* \* \*

RESOLUTION NO. \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\*\*\*\*\*

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND THE  
SAN MATEO COUNTY BAR ASSOCIATION FOR  
PRIVATE DEFENDER PROGRAM**

---

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, it is the desire of the County to provide appropriate and competent legal services to financially eligible persons entitled to Court Appointed Counsel in San Mateo County; and

WHEREAS, the San Mateo County Bar Association has successfully provided such services through the Private Defender Program since 1968; and

WHEREAS, it is the desire of the County and the San Mateo County Bar Association to continue to provide these services; and

WHEREAS, the County has renegotiated a new Agreement with the San Mateo County Bar Association for provision of the Private Defender Program; and

WHEREAS, this Board has been presented with a form of the Agreement and wishes to approve same as to both form and content and desires to enter into the Agreement;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED THAT THE President of this Board of Supervisors be, and he is hereby, authorized and directed to execute the Agreement with the San Mateo County Bar Association for the Private Defender Program for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest to the signature thereto.

\*\*\*\*\*

RESOLUTION NO. \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND THE  
SAN MATEO COUNTY BAR ASSOCIATION FOR  
PRIVATE DEFENDER PROGRAM**

---

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, it is the desire of the County to provide appropriate and competent legal services to financially eligible persons entitled to Court Appointed Counsel in San Mateo County; and

WHEREAS, the San Mateo County Bar Association has successfully provided such services through the Private Defender Program since 1968; and

WHEREAS, it is the desire of the County and the San Mateo County Bar Association to continue to provide these services; and

WHEREAS, the County has renegotiated a new Agreement with the San Mateo County Bar Association for provision of the Private Defender Program; and

WHEREAS, this Board has been presented with a form of the Agreement and wishes to approve same as to both form and content and desires to enter into the Agreement;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED THAT THE President of this Board of Supervisors be, and he is hereby, authorized and directed to execute the Agreement with the San Mateo County Bar Association for the Private Defender Program for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest to the signature thereto.

\* \* \* \* \*