



COUNTY OF SAN MATEO
Inter-Departmental Correspondence

County Manager's Office

DATE: June 8, 2006
BOARD MEETING DATE: June 20, 2006
SPECIAL NOTICE: None
VOTE REQUIRED: 3/5ths

TO: Honorable Board of Supervisors
FROM: John L. Maltbie, County Manager
SUBJECT: Private Defender Program Contract

RECOMMENDATION:

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 July 1, 2006 through June 30, 2011.

VISION ALIGNMENT:

Commitment: Ensure basic health and safety for all.

Goal 8: Help vulnerable people—the aged, disabled, mentally ill, at-risk youth and others—achieve a better quality of life.

This Agreement contributes to the goal by ensuring that all residents of San Mateo County, regardless of their socio-economic standing, receive competent legal representation in the court of law as provided for by the United States Constitution.

Performance Measures:

Measure	2003-04 Actual	2004-05 Actual	2005-06 Projected
Criminal Arraignments:			
- Limited Jurisdiction	16,022	16,108	15,824
- General Jurisdiction	1,291	1,232	1,193
Probation Violations	1,379	1,300	1,322
Total Case Counts	24,306	23,299	23,418
Number of Training Seminars:			
- Criminal Law	3	4	7
- Dependency Law	4	5	2
Client Complaints:			
- Relationship Issues	67	76	75
- Performance Issues	12	15	10

BACKGROUND:

The County is obligated to provide legal representation for those persons accused of crimes and subject to certain civil proceedings who are determined by the courts to be indigent and thus entitled to the appointment of counsel at public expense. Through a contractual agreement with the County, the San Mateo County Bar Association (Association) has been providing legal counsel through its Private Defender Program (PDP) to all financially eligible persons since 1968.

The Association is the contracting agency and manages its PDP consistent with the terms of the agreement. It is unique in that its carefully screened attorneys who serve on the PDP panel are not employees, but are independent private attorneys who accept appointments to represent persons determined financially eligible by the courts. Attorneys are compensated by the Association at rates established for various types of appearances in the judicial process.

The County thus avoids the considerable expense of having to enter into additional contracts for legal services in conflict of interest situations, and since the PDP panel attorneys are responsible for maintaining their own offices, the contractual arrangement avoids the costs associated with a traditional public defender office, such as facility costs and employee benefits. The current five-year contract is scheduled to expire June 30, 2006.

DISCUSSION:

A new five-year agreement between the County and the Association is recommended, effective July 1, 2006. The increase in the first year of the agreement will be \$1,630,364 or 12.55%. This figure was arrived at by looking at a number of components, including the current level of services of the PDP and the cost of providing those services, as well as the PDP's projected needs for the future.

Since the last contract was negotiated in 2001, the PDP has experienced a caseload increase of 17.7%. Criminal arraignments are up 17.5% and post-preliminary-hearing felony cases being referred to Superior Court for trial are up 21.0%. In addition, probation violations are up 53.7%, due in large part to the implementation of Proposition 36. These caseload increases have had a significant impact on the PDP budget. As a result of these increases, over the past four years the PDP has experienced an operating deficit totaling \$2,042,533 (or an average of \$511,000 per year). To ensure that the program can sustain current levels of service, the first component of the overall increase is the addition of \$511,000 to the PDP contract.

The second component of the increase is the rising cost of investigators and expert witnesses. During the first four years of the current agreement, the PDP's total expenditures for investigators and expert witnesses rose from \$1.4 million in FY 2001-02 to \$2,250,000 in FY 2005-06. These costs have sky rocketed in recent years with the increased number and severity of violent offenses, the advent of new forensic technologies related to DNA and other evidence gathering methodologies, and the consequent increased need for experts in a wide variety of forensic fields such as psychiatry, serology and ballistics. In conducting surveys with other Bay Area public defenders it has been determined that the PDP's current pay scale is 22.2% below market for like services. As a result, the contract for the Program is increased

\$500,000 to ensure that fees provided for these services are competitive with similar jurisdictions.

The third component of the increase is related to the compensation paid to the panel attorneys and PDP staff. The fee schedule for the attorneys has not been adjusted since 2002. In FY 2005-06, it is projected that attorney's fees will be \$8.6 million, and that salaries and benefits of PDP staff will be \$1.4 million. An increase of 5% for both attorney's fees and compensation for PDP staff has been included, resulting in an increase of \$500,000.

The remaining component of \$119,364 is related to increased costs for contract interpreters and non-labor operating costs. In years two through five of the agreement the amount provided will increase by the greater of 4% per annum, or the Consumer Priced Index for All Urban Consumers in the San Francisco Bay Area. These rate increases will also address concerns highlighted in the *Guidelines on Indigent Defense Services Delivery Systems* promulgated by the State Bar of California in 2006.

Under the 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 Association will continue to 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 and shall evaluate the performance of all attorneys. 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 feedback about the performance of PDP attorneys. Any complaints will be processed in accordance with a written procedure which is specified in 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 continue to maintain caseload information and report the results to the County on a monthly basis. The Association recognizes the importance of community outreach efforts and will work closely with the Court and the County to ensure that successful outreach programs are provided to the citizens of San Mateo County.

The agreement includes all provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination, equal benefits and the contractor jury service policy. County Counsel has reviewed and approved the agreement and the resolution as to form.

FISCAL IMPACT:

The County will compensate the Association a total of \$14,623,141 for services rendered during FY 2006-07. The FY 2006-07 Recommended Budget currently reflects the amount of the contract for FY 2005-06 as \$12,992,777. A budget revision will be brought to this Board prior to June budget hearings to appropriate the additional \$1,630,364 for FY 2006-07. Contract obligations for years two through five will be appropriated in future budgets.

cc: John Digiacinto, Executive Director – San Mateo County Bar Association
Honorable George Miram, Presiding Judge – Superior Court
John Fitton, Court Executive Officer
Penny Bennett, Deputy County Counsel
Jim Saco, Assistant Budget Director
Nancy Hetrick, Principal Management Analyst

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 SERVICES**

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;

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 _____ 2006, 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 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 County¹. 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, 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, 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

¹ 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.

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.
- 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 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

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

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, the number and nature of murder and other Special Litigation (defined below in paragraph 3h) 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.

In consideration for Association's performance of the obligations set forth herein, County agrees to pay Association a fixed sum each fiscal year in the amounts set forth in paragraphs 3.a. through 3.e. below. These sums are due and payable as follows: on the first business day of each fiscal year, July 1, County will pay a sum equal to the contract price for the preceding fiscal year, and will pay the balance due for the current fiscal year on or before July 15.

- a. For the period commencing July 1, 2006 and ending June 30, 2007, the total amount of compensation to be paid by the County to the Association shall be \$14,623,141.
- b. For the period commencing July 1, 2007 and ending June 30, 2008, the total amount of compensation to be paid by the County to the Association shall be increased over the amount paid the previous fiscal year by the greater of four percent (4%), or the C.P.I. for All Urban Consumers for the San Francisco CMSA for the previous fiscal year.
- c. For the period commencing July 1, 2008 and ending June 30, 2009, the total amount of compensation to be paid by the County to the

Association shall be increased over the amount paid the previous fiscal year by the greater of four percent (4%), or the C.P.I. for All Urban Consumers for the San Francisco CMSA for the previous fiscal year.

- d. For the period commencing July 1, 2009 and ending June 30, 2010, the total amount of compensation to be paid by the County to the Association shall be increased over the amount paid the previous fiscal year by the greater of four percent (4%), or the C.P.I. for All Urban Consumers for the San Francisco CMSA for the previous fiscal year.
- e. For the period commencing July 1, 2010 and ending June 30, 2011, the total amount of compensation to be paid by the County to the Association shall be increased over the amount paid the previous fiscal year by the greater of four percent (4%), or the C.P.I. for All Urban Consumers for the San Francisco CMSA for the previous fiscal year.
- 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, 2006, but unfinished as of July 1, 2006, 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. 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. In the event that no agreement exists between County and Association after June 30, 2011, County agrees to pay for all Special Litigation case services as are provided after June 30, 2011 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 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.
- 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 *et seq.*

5. NON-DISCRIMINATION

No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement. 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.

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.

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. Association's equal employment policies shall be made available to County of San Mateo upon request.

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.

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.

Association shall comply with the 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.

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.

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 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 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.

- 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 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 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 Chief Defender 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 Feedback.

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*³ hearing, since the adequacy of the performance of counsel in court-appointed cases is ultimately for the Court to determine⁴. 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

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

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

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 Paragraph 10.g. below.⁵

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 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 Paragraph 10.g.

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

⁵ 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.

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 Paragraph 10.g. below.

g. Annual Report of the Chief Defender.

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

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 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 County to Association.

14. TERM OF AGREEMENT.

The term of this Agreement shall be from July 1, 2006 through June 30, 2011.

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.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2006.

COUNTY OF SAN MATEO

BY _____
President, Board of Supervisors

ATTEST:

Clerk of said Board

SAN MATEO COUNTY BAR ASSOCIATION

By  _____
President

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

FY 2006-2011

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 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.

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

FY 2006-2011

APPENDIX B

CALCULATION OF CASE COSTS BY TYPE AND YEAR

- a. For the period commencing July 1, 2006 and ending June 30, 2007:

Type A Case (Paragraph 2a)	\$ 1176
Type B Case (Paragraph 2b)	\$ 515
Type C Case (Paragraph 2c)	\$ 579
Type D Case (Paragraph 2d)	\$ 861
Type E Case (Paragraph 2e)	\$ 253

- b. For the period commencing July 1, 2007 and ending June 30, 2008, the case rate for Type A, B, C, D, and E cases shall be increased by the greater of four percent (4%), or the C.P.I. for All Urban Consumers for the San Francisco CMSA for the previous fiscal year..
- c. For the period commencing July 1, 2008 and ending June 30, 2009, the case rate for Type A, B, C, D, and E cases shall be increased by the greater of four percent (4%), or the C.P.I. for All Urban Consumers for the San Francisco CMSA for the previous fiscal year..
- c. For the period commencing July 1, 2009 and ending June 30, 2010, the case rate for Type A, B, C, D, and E cases shall be increased by the greater of four percent (4%), or the C.P.I. for All Urban Consumers for the San Francisco CMSA for the previous fiscal year..
- d. For the period commencing July 1, 2010 and ending June 30, 2011, the case rate for Type A, B, C, D, and E cases shall be increased by the greater of four percent (4%), or the C.P.I. for All Urban Consumers for the San Francisco CMSA for the previous fiscal year..

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

FY 2006-2011

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 Chief Defender or Assistant Chief Defender. The Chief Defender or Assistant Chief Defender 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*.⁶

⁶ *People v. Marsden* (1970) 2 Cal.3d 118; 84 Cal.Rptr. 156.

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.

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 Chief Defender or or Assistant Chief Defender 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.]

L:\CLIENT\MANAGER\2006\Working Copy of PDP Contract 2006-2011_1.doc

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I. Vendor Identification

Name of Contractor: SAN MATEO COUNTY BAR ASSOCIATION
Contact Person: JOHN DIGIACINTO
Address: 333 BRAUNFORD ST. REDWOOD CITY, CA 94063
Phone Number: (450) 298-4003
Fax Number: (450) 349-8083

II. Employees

Does the Contractor have any employees? [X] Yes [] No

Does the Contractor provide benefits to spouses of employees? [X] Yes [] No

If the answer to one or both of the above is no, please skip to Section IV.

III. Equal Benefits Compliance (Check one)

- [X] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[] No, the Contractor does not comply.
[] The Contractor is under a collective bargaining agreement which began on (date) and expires on (date).

IV. Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature: [Handwritten Signature]
Title: EXECUTIVE DIRECTOR

Name (Please Print): JOHN S. DIGIACINTO
Date: JUNE 7, 2006

CONTRACT INSURANCE APPROVAL

DATE: June 8, 2006
 TO: Steve Rossi FAX: 363-4864 PONY: EPS 163
 FROM: Jim Saco, x4439 FAX: 363-1916 PONY: CMO 105

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: San Mateo County Bar Association

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? Yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: 14

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Indigent Defense Services

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:


 Risk Management Signature: Steve Rossi, Risk Manager Date: 6/8/06

Endorsement To Certificate No. CEM 2419
Lawyers Professional Liability Insurance
 (for Public Defenders/Assigned Counsels)
 issued to the

END.# 43763
 PREVIOUS# 43477
 AUTH.# CP0507770

National Association of Salaried Professionals Purchasing Group, Inc.
 and
Specified Member Organizations

SAN MATEO COUNTY BAR ASSOCIATION PRIVATE DEFENDER PANEL
 333 Bradford Street 2nd Floor
 Redwood City CA 94063

UNDERWRITERS AT LLOYD'S
 PARTICIPATION HEREON: 100%

LIMITS OF LIABILITY:

COVERAGE A

A1. Professional Liability Coverage		A2. Personal Injury Liability Coverage	
Each Claim	\$1,000,000.00	Each Claim	\$100,000.00
Aggregate	\$1,000,000.00	Aggregate	\$300,000.00
Deductible	\$1,000.00 each claim	Deductible	\$1,000.00 each claim
A3. Punitive Damages Coverage		Coverage A Premium	\$37,900.00
Each Claim	\$50,000.00	Coverage A Retroactive Date	N/A
Aggregate	\$50,000.00		
Deductible	\$1,000.00 each claim		

Coverage B - Management Errors and Omissions Coverage (Optional)

Each Claim	N/A	Coverage B Premium	No Coverage
Aggregate	N/A	Coverage B Retroactive Date	N/A
Deductible	N/A each claim		

Coverage C - Employment Practices Coverage (Optional)

Each Claim	N/A	Coverage C Premium	No Coverage
Aggregate	N/A	Coverage C Retroactive Date	N/A
Deductible	N/A each claim		

Coverage D - Disciplinary Proceedings Costs Coverage (Optional)

Each Claim	N/A	Coverage D Premium	No Coverage
Aggregate	N/A	Coverage D Retroactive Date	N/A
Deductible	N/A each claim		

Coverage E - Criminal Defense Coverage (Optional)

Each Claim	N/A	Coverage E Premium	No Coverage
Aggregate	N/A	Coverage E Retroactive Date	N/A
Deductible	N/A each claim		

Coverage F - Contempt Defense Coverage (Optional)

Each Claim	N/A	Coverage F Premium	No Coverage
Aggregate	N/A	Coverage F Retroactive Date	N/A
Deductible	N/A each claim		

Optional Extension Period -	TOTAL LLOYD'S PREMIUM INCLUDING ENDORSEMENTS	\$38,000.00
12 months - 100% of premium	Purchasing Group Tax for CA @ 3.00%	\$1,140.00
	TOTAL LLOYD'S PREMIUM (Including Taxes):	\$39,140.00
	See attached Schedule for Forms and Endorsements	

PERIOD OF COVERAGE: **From July 1, 2005 12:01 A.M. To July 1, 2006 12:01 A.M.**

In consideration of the additional premium paid and in reliance upon the statements in the application attached hereto, the above specified Organization is an Assured under the Certificate of Insurance issued to the NATIONAL ASSOCIATION OF SALARIED PROFESSIONALS PURCHASING GROUP, INC. of Wheeling, IL by Certain UNDERWRITERS AT LLOYD'S, LONDON (not incorporated) for the Period of Coverage and Limits of Liability specified above. All other terms, conditions and exclusions of the Certificate are unchanged. This certifies that the attached Certificate is a true copy of the original document issued.

Dated: June 7, 2005

COMPLETE EQUITY MARKETS, INC.
 dba Complete Equity Markets Insurance Agency, Inc.
 (CASL#0D44077)

pdac*3 10000489

By *Lawrence T.P. Molloy*

Endorsement To Certificate No. CEM 2419
Lawyers Professional Liability Insurance
 (for Public Defenders/Assigned Counsels)
 issued to the

END.# 43764
 PREVIOUS# 43478
 AUTH.# CP0507770

National Association of Salaried Professionals Purchasing Group, Inc.
 and
Specified Member Organizations

PRIVATE DEFENDER PROGRAM OF SAN MATEO COUNTY BAR
 ASSOCIATION (STAFF)
 333 Bradford Street Second Floor
 Redwood City CA 94063

UNDERWRITERS AT LLOYD'S
 PARTICIPATION HEREON: 100%

LIMITS OF LIABILITY:

COVERAGE A

A1. Professional Liability Coverage		A2. Personal Injury Liability Coverage	
Each Claim	\$1,000,000.00	Each Claim	\$100,000.00
Aggregate	\$1,000,000.00	Aggregate	\$300,000.00
Deductible	\$1,000.00 each claim	Deductible	\$1,000.00 each claim
A3. Punitive Damages Coverage			
Each Claim	\$50,000.00		
Aggregate	\$50,000.00	Coverage A Premium	\$5,355.00
Deductible	\$1,000.00 each claim	Coverage A Retroactive Date	N/A

Coverage B - Management Errors and Omissions Coverage (Optional)

Each Claim	\$1,000,000.00	Coverage B Premium	\$1,315.00
Aggregate	\$1,000,000.00	Coverage B Retroactive Date	N/A
Deductible	\$1,000.00 each claim		

Coverage C - Employment Practices Coverage (Optional)

Each Claim	\$25,000.00	Coverage C Premium	\$496.00
Aggregate	\$75,000.00	Coverage C Retroactive Date	N/A
Deductible	\$500.00 each claim		

Coverage D - Disciplinary Proceedings Costs Coverage (Optional)

Each Claim	N/A	Coverage D Premium	No Coverage
Aggregate	N/A	Coverage D Retroactive Date	N/A
Deductible	N/A each claim		

Coverage E - Criminal Defense Coverage (Optional)

Each Claim	N/A	Coverage E Premium	No Coverage
Aggregate	N/A	Coverage E Retroactive Date	N/A
Deductible	N/A each claim		

Coverage F - Contempt Defense Coverage (Optional)

Each Claim	N/A	Coverage F Premium	No Coverage
Aggregate	N/A	Coverage F Retroactive Date	N/A
Deductible	N/A each claim		

Optional Extension Period -	TOTAL LLOYD'S PREMIUM INCLUDING ENDORSEMENTS	\$7,266.00
12 months - 100% of premium	Purchasing Group Tax for CA @ 3.00%	\$217.98
	TOTAL LLOYD'S PREMIUM (Including Taxes):	\$7,483.98

See attached Schedule for Forms and Endorsements

PERIOD OF COVERAGE: From July 1, 2005 12:01 A.M. To July 1, 2006 12:01 A.M.

In consideration of the additional premium paid and in reliance upon the statements in the application attached hereto, the above specified Organization is an Assured under the Certificate of Insurance issued to the NATIONAL ASSOCIATION OF SALARIED PROFESSIONALS PURCHASING GROUP, INC. of Wheeling, IL by Certain UNDERWRITERS AT LLOYD'S, LONDON (not incorporated) for the Period of Coverage and Limits of Liability specified above. All other terms, conditions and exclusions of the Certificate are unchanged. This certifies that the attached Certificate is a true copy of the original document issued.

Dated: June 7, 2005

pdac*3 10000435

COMPLETE EQUITY MARKETS, INC.
 dba Complete Equity Markets Insurance Agency, Inc.
 (CASL#0D44077)

By *Lawrence T.P. Molloy*

**PENINSULA INS. ASSOCIATES /
PACIFIC INTERSTATE INS. BROKERS**

May 26, 2006

San Mateo County Bar Assoc.
303 Bradford St., Suite E
Redwood City, CA. 94063

Re: Package
57SBANG5792
07/01/06 to 07/01/07

Dear John:

You have recently received your renewal Package Policy from Hartford Insurance Company . Attached is our Insurance Outline for this policy.

Please review the policy and should you have any questions, please do not hesitate to call. Please also review the Outline of coverages noting Options to Consider which are important coverages we highly recommend. If you would like a quote for coverages you do not have, please contact our office.

The Company will bill you directly. Please be sure to pay the required premium by the date it is due.

Thank you for the opportunity to handle your insurance needs and if we can be of service with other types of insurance, please let us know.

Best regards,


Doug Christie

Enclosure

COMMERCIAL GENERAL LIABILITY COVERAGE
--

Coverage written on: (X) Occurrence Form

<u>Limits</u>	<u>Coverage Description</u>
\$1,000,000	Each Occurrence – Bodily Injury and Property Damage
\$2,000,000	General Aggregate
\$2,000,000	Products and Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$ 300,000	Fire Damage (any one fire)
\$ 10,000	Medical Expense (any one person)
\$1,000,000	Non-Owned & Hired Auto Liability
Not Covered	Errors & Omissions and Professional Liability

Includes:

- Premises and operations
- Products and Completed Operations
- Owners and Contractors Protective Contractual Liability
- Employees as Additional Insureds
- Broad Form Property Damage Liability

COMMERCIAL UMBRELLA COVERAGE

See policy for Extension Schedule of Underlying Insurance Policies

<u>Limits</u>	<u>Coverage Description</u>
\$ 10,000	Self Insured Retention – each occurrence
\$1,000,000	Each Occurrence
\$1,000,000	Products and Completed Operations Aggregate
\$1,000,000	General Aggregate
\$1,000,000	Bodily Injury By Disease Aggregate

Annual Premium: \$8,646.00

WORKERS COMP

**STATE
COMPENSATION
INSURANCE
FUND**

HOME OFFICE SAN FRANCISCO

ANNUAL RATING ENDORSEMENT

IT IS AGREED THAT THE CLASSIFICATIONS AND RATES PER \$100 OF REMUNERATION APPEARING IN THE CONTINUOUS POLICY ISSUED TO THIS EMPLOYER ARE AMENDED AS SHOWN BELOW.

HERE ARE YOUR NEW RATES FOR THE PERIOD INDICATED. IF YOUR NAME OR ADDRESS SHOULD BE CORRECTED OR IF INSURANCE IS NOT NEEDED FOR NEXT YEAR, PLEASE TELL US.

IMPORTANT

THIS IS NOT A BILL

SEND NO MONEY UNLESS STATEMENT IS ENCLOSED

CONTINUOUS POLICY

537-06

THE STATE BAR OF CALIFORNIA

THE RATING PERIOD BEGINS AND ENDS AT 12:01AM PACIFIC STANDARD TIME

SAN MATEO COUNTY BAR ASSOCIATION
333 BRADFORD ST # 200
REDWOOD CITY, CALIF 94063

RATING PERIOD	4-01-06 TO	4-01-07	
	UNIT		8041
	DEPOSIT PREMIUM		\$2,721.00
	MINIMUM PREMIUM		\$160.00
PREMIUM ADJUSTMENT PERIOD			MONTHLY
REP 05			R NA

NAME OF EMPLOYER- SAN MATEO COUNTY BAR ASSOCIATION AND
(A NON-PROFIT CORP)
(A NON-PROFIT CORP.)

CODE NO. PRINCIPAL WORK AND RATES EFFECTIVE FROM 04-01-06 TO 04-01-07

		PREMIUM BASIS	BASE RATE	INTERIM BILLING RATE*
8820-1	ATTORNEYS--ALL EMPLOYEES--INCLUDING OUTSIDE SALESPERSONS AND CLERICAL OFFICE EMPLOYEES	1280679	1.62	1.23

EXPERIENCE MODIFICATION
4-01-06 TO 4-01-07 86 %

*****BUREAU NOTE INFORMATION*****

FEIN 941638934

RECEIVED
APR 24 2006
BY:

TOTAL ESTIMATED ANNUAL PREMIUM \$13,560

**STATE
COMPENSATION
INSURANCE
FUND**

HOME OFFICE

SAN FRANCISCO

ANNUAL RATING ENDORSEMENT

IT IS AGREED THAT THE CLASSIFICATIONS AND RATES PER \$100 OF REMUNERATION APPEARING IN THE CONTINUOUS POLICY ISSUED TO THIS EMPLOYER ARE AMENDED AS SHOWN BELOW.

HERE ARE YOUR NEW RATES FOR THE PERIOD INDICATED. IF YOUR NAME OR ADDRESS SHOULD BE CORRECTED OR IF INSURANCE IS NOT NEEDED FOR NEXT YEAR, PLEASE TELL US.

IMPORTANT

THIS IS NOT A BILL

CONTINUOUS POLICY

537-06

SEND NO MONEY UNLESS STATEMENT IS ENCLOSED

THE RATING PERIOD BEGINS AND ENDS AT 12:01AM PACIFIC STANDARD TIME

RATING PERIOD 4-01-06 TO 4-01-07
UNIT 8041

* INTERIM BILLING RATES WILL BE USED ON PAYROLL REPORTS. THEY TAKE INTO ACCOUNT RATING PLAN CREDITS (OR DEBITS) WHICH WILL APPLY AT FINAL BILLING AND AN ESTIMATE OF YOUR PREMIUM DISCOUNT AS DETAILED BELOW.

RATING PLAN CREDITS (DEBITS) EFFECTIVE FROM 04-01-06 TO 04-01-07

RATING PLAN MODIFIER	0.84600
ESTIMATED PREMIUM DISCOUNT MODIFIER	<u>0.89837</u>
COMPOSITE FACTOR APPLIED TO BASE RATES TO DERIVE INTERIM BILLING RATES	0.76002

YOUR BROKER WILL NOT RECEIVE COMMISSION FROM STATE FUND ON THIS POLICY.



*
* PREMIUM DISCOUNT SCHEDULE EFFECTIVE FROM 04-01-06 TO 04-01-07 *
* ESTIMATED MODIFIED PREMIUM IS DISCOUNTED ACCORDING TO THE FOLLOWING SCHEDULE: *
* FIRST ABOVE *
* \$5,000 \$5,000 *
* 0.0% 15.2% *
*

THE ESTIMATED PREMIUM DISCOUNT IS BASED ON AN ESTIMATE OF YOUR PAYROLL. ACTUAL PREMIUM DISCOUNT APPLIED AT FINAL BILLING WILL BE BASED ON THE ACTUAL PAYROLL REPORTED ON YOUR POLICY AND SUBJECT TO AUDIT.