

## **CONFLICT ADMINISTRATOR AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Sonoma, ("County") and Kristine Burk, Conflict Administrator ("Administrator").

WHEREAS, the United States Constitution and other provisions of law require the appointment of qualified trial counsel other than the Public Defender to represent indigent defendants in cases in the courts of Sonoma County in which Public Defender representation would be a conflict of the interests of those defendants; and

WHEREAS, the expenses involved in assigning counsel in such conflict situations on a case-by-case basis are unpredictable and disruptive of orderly budget processes; and

WHEREAS, the orderly administration of justice in The Court requires the timely availability of qualified counsel in these cases; and

WHEREAS, in accordance with, and to provide for the requirement of Section 987.2 of the Penal Code, the Board of Supervisors of the County of Sonoma hereby enters into this agreement for the above- mentioned services; and

WHEREAS, the County has found and determined that Administrator and, relying on the Administrator, that the Subcontracting Attorneys, as described below, are especially qualified as trial counsel in all varieties of criminal proceedings;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants and agreements below, it is agreed by and between the parties:

### **AGREEMENT**

#### **1. Scope of Services.**

1.1 Administrator's Specified Services. Administrator shall perform the services described below and in Exhibit "A, Scope of Work."

1.2 Cooperation with County. Administrator shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Administrator shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Administrator's profession. County has relied upon the professional ability and training of Administrator as a material inducement to enter into this Agreement. Administrator hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards

of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Administrator's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Administrator to meet with County to review the quality of the work and resolve matters of concern; (b) require Administrator to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to its provisions; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Administrator shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Administrator to perform work hereunder, Administrator shall remove such person or persons immediately upon receiving written notice from County.

b. In the event that any of Administrator's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Administrator's control, Administrator shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

2.1 Annual Amount.

County shall pay Administrator the sum of \$2,418,629 for fiscal year 2019-20, payable in monthly installments of \$201,552 in arrears upon the presentation by Administrator of appropriate invoices on a form approved by the Auditor of the County of Sonoma. Any partial month's payment shall be determined by multiplying the total amount of one month's payment, by a fraction, the numerator of which is the number of days that this contract is in effect during the respective month and the denominator of which is the total number of days in said month. This consideration shall include all overhead and ordinary expenses of Administrator and Subcontracting Attorneys associated with representing defendants as assigned counsel, including, ordinary expenses for investigative services and forensic expenses including expert witnesses, as set forth in the Scope of Work.

2.2 Annual Increases/Decreases.

For each fiscal year after the first fiscal year of this agreement, the contract amount in section 2.1 and retention amounts in sections 7(e) and 8 will be increased by 2% each year.

3. Term of Agreement.

The term of this Agreement shall be from July 1, 2019 to June 30, 2022, unless terminated earlier in accordance with the provisions of this Agreement.

4. Termination.

4.1 Expiration of Agreement.

It is expressly understood by and among the parties to this Agreement that this contract expires on June 30, 2022. The County, in its sole discretion and with no obligation, may choose to renew this agreement. The County must notify the Administrator no later than July 31, 2021, if County elects to renew this agreement. If the parties fail to negotiate a new contract for the 2022-2023 fiscal year, this contract, and all subcontracts, will – at the County's sole option - be automatically extended for an additional sixty (60) days, upon the same terms as set forth herein - on a pro rata basis (i.e. payment of an additional 2 months at the monthly contract rate in effect for the year 2019-2020, as adjusted in Sections 2.2 and Scope of Work Section 3. In addition, if the terms in Section 2 in the Scope of Work are implemented during the last 12 months of this agreement, this agreement shall be extended by an additional 12 months to the new Administrator who has been assigned this agreement.

4.2 Termination of Agreement; Termination of Subcontracting Attorney.

(A) This Agreement may be terminated by the County, with or without cause, upon the giving of 60-days' prior written notice to Administrator. Such termination shall be effective regardless of whether Administrator has or has not performed satisfactorily during the term of this Agreement.

(B) If a material change in circumstances occurs as a result of Court decision, modification of Penal Code Section 987.2, modification of the California Rules of Court, and/or modification of California State Bar Rules of Professional Responsibility applicable to criminal defense, this Agreement may be terminated by the County upon the giving of ten (10) days prior written notice to Administrator.

(C) Upon termination or expiration of this Agreement, Subcontracting Attorneys shall have no obligation to further represent defendants to whom they have been appointed, except to the extent required by and subject to the Rules of Professional responsibility and applicable law related to the substitution of counsel. To the extent Court requires Subcontracting Attorney to continue to perform because there is no substitute counsel appointed, in accordance with the Rules of Professional Responsibility and applicable law, as of such date, all applicable terms and conditions shall continue to apply and Subcontracting Attorney will be entitled to compensation in accordance with the rate set by the courts, until such time as a replacement attorney is

secured. Administrator shall include or otherwise cause the provision of the foregoing in all Subcontracting Attorney agreements.

5. Indemnification.

Administrator agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Administrator, that arise out of, pertain to, or relate to Administrator's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Administrator agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Administrator's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Administrator's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Administrator's expense, subject to Administrator's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Administrator or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance.

With respect to performance of work under this Agreement, Administrator shall maintain and shall require all of its subcontractors, Administrators, and other agents to maintain, insurance as described in Exhibit B, which is attached and incorporated by this reference.

7. Representations of Administrator.

7.1 Standard of Care.

The County has relied upon the professional ability and training of Administrator, and Administrator's representation as to the professional ability and training of Subcontracting Attorneys, as a material inducement to enter into this Agreement. Administrator hereby warrants for himself and for Subcontracting Attorneys that all work will be performed in accordance with generally accepted and applicable professional practices and standards.

7.2 Administrator Is Independent Contractor.

Administrator is retained as independent contractor and nothing contained in this Agreement shall be construed as creating in Administrator or any Subcontracting

Attorney, any of the rights, powers, privileges or immunities of an employee of the County of Sonoma, or of The Court, including any right of indemnification provided by Government Code Section 995 et seq., or other legal provisions. Administrator understands and agrees that neither Administrator nor any Subcontracting Attorney is entitled to any substantive or procedural protections or rights created by the Civil Service Ordinance or Rules of the judicial branch or of Sonoma County.

Administrator expressly waives and disclaims any right to pre-termination or post-termination notice or hearing. The parties agree that the term of service is solely for the term of this contract and is not for continuous nor permanent employment. Administrator acknowledges, understands, agrees and warrants that no document, handbook, policy, resolution or oral or written representation, of any nature whatsoever, shall be effective or construed to be effective to extend the term hereof or otherwise grant Administrator any right or claim to employment with the County or The Court. This warranty has been relied upon as a material inducement to enter into this Agreement and, in the absence thereof, the parties would not have entered into this Agreement.

The parties intend that Administrator and Subcontracting Attorneys, in performing the services hereinafter specified, shall act as independent contractors and shall have control of the work and the manner in which it is performed, consistent with Rules of Professional Responsibility and applicable law related to Subcontracting Attorney's representation of assigned defendants. In the event the County exercises the right to terminate this Agreement as authorized hereunder, Administrator expressly agrees that Administrator shall have no recourse or right of appeal under rules, regulations, ordinances or laws applicable to employees.

Administrator agrees to insert similar language, as set forth within this section, in the independent contracts entered into with Subcontracting Attorneys.

### 7.3 Taxes.

Administrator agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Administrator agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Administrator's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Administrator agrees to furnish County with proof of payment of taxes on these earnings.

### 7.4 Records Maintenance.

Administrator shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any

reasonable time. Administrator shall maintain such records for a period of four (4) years following completion of work hereunder.

7.5 Conflict of Interest.

Administrator covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Administrator further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Administrator shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Administrator's or such other person's financial interests.

7.6 Statutory Compliance/Living Wage Ordinance.

Administrator agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Administrator expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

7.7 Nondiscrimination.

Without limiting any other provision hereunder, Administrator shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

7.8 AIDS Discrimination.

Administrator agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

8. Assignment and Delegation.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or

duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

9. Method and Place of Giving Notice, Submitting Bills and Making Payments.

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[Department name, address, and email  
Facsimile number may be included]

TO: ADMINISTRATOR: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[Administrator name, address and email  
Facsimile Number may be included]

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

10. Miscellaneous Provisions.

10.1 No Waiver of Breach.

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

10.2 Construction.

To the fullest extent allowed by law, the provisions of this Agreement shall be

construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Administrator and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Administrator and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

10.3 Consent.

Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

10.4 No Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

10.5 Applicable Law and Forum.

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

10.6 Captions.

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

10.7 Merger.

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

10.8. Survival of Terms.

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.



10.9 Time of Essence.

Time is and shall be of the essence of this Agreement and every provision hereof.

The parties have executed this Agreement, on the dates set forth below, effective as of July 1, 2019.

**ADMINISTRATOR**

DATED: \_\_\_\_\_ By: \_\_\_\_\_  
KRISTINE BURK

**COUNTY of SONOMA**

DATED: \_\_\_\_\_ By: \_\_\_\_\_

Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
County Clerk and  
ex-officio Clerk of the Board of Supervisors

**APPROVED AS TO FORM:**

DATED: \_\_\_\_\_ By: \_\_\_\_\_  
County Counsel

EXHIBIT A  
SCOPE OF WORK

Effective Date and Assignments.

1. Effective as of July 1, 2019, and continuing as provided in this Agreement or by cessation of funding by the Board of Supervisors, Administrator shall require Subcontracting Attorneys to accept all assignments from the courts, including the Juvenile Court, to act as counsel to defendants and minors in those cases described in Section 987.2 of the Penal Code, but excluding Keenan Counsel, sexually violent predator civil cases, and appeals, except those to Superior Court's Appellate Department.

Administrator's Obligations.

2. It is expressly understood by the parties to this Agreement that the County is securing (1) the individual expert personal services of Administrator; (2) her expertise in the administration of this contract as it relates to the retention of attorneys for appointment in the various cases assigned to conflict defense counsel ("Subcontracting Attorneys") and (3) Administrator's actual retention and payment for services, via separate independent agreements, of Subcontracting Attorneys with the necessary legal experience and expertise in the areas pertinent to this Agreement, for the representation of criminal defendants. Administrator shall comply with all laws applicable to the recruitment, hiring, and management of any Subcontracting Attorney. It is understood that all Subcontracting Attorneys must be approved for representation under this contract by the Supervising Judge of the Criminal Division of the Sonoma County Superior Court. Subcontracting Attorneys' relationship to criminal defendants assigned to them via the independent subcontracts arising from this contract shall be that of attorney and client. As to Subcontracting Attorneys, their initial assignment to the list of attorneys available for conflict counsel representation must be:

authorized in advance by the Supervising Judge of the Criminal Division of the Sonoma County Superior Court; and the Subcontracting Attorneys must agree in writing to perform the terms and conditions of this Agreement applicable to Administrator's performance.

In light of the foregoing statement of the Administrator's unique qualifications, Administrator is deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Administrator accordingly shall be and remain employed in the performance of all services under this Agreement. Administrator shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

In the event that Administrator becomes unavailable due to resignation, sickness or other factors outside of Administrator's control, Administrator shall be responsible for timely provision of adequately qualified replacement(s).

In the event of death, incapacity, or other circumstance under which Administrator can no longer render services, County shall have the right, at its sole option, to assign this Agreement to another qualified professional, as determined by County, subject to continuation of all terms and conditions of this Agreement and all Subcontracting Attorney agreements. In such event, Subcontracting Attorneys shall attorn, novate, or otherwise recognize and agree to the replacement administrator. It is the intent of the parties that such provisions will ensure the continuity of the unique services County is securing via this Agreement and that such continuity is of valuable consideration to County. All Subcontracting Attorney agreement shall contain provisions effectuating and ensuring the foregoing.

For purposes of the foregoing provision, the terms "disability" and "incapacity" do not include any Subcontracting Attorney's refusal to accept assigned cases or refusal to perform as assigned counsel in previously assigned cases on grounds of conflict of interest among criminal defendants assigned or proposed to be assigned.

#### Ordinary Courtrooms and Caseloads.

3. (A) The County and Administrator recognize that the possibility of conversion, creation or elimination of departments of the Sonoma Superior Court (felony, misdemeanor and/or juvenile) during the contract period, and that the possibility for significant annual increases or decreases in the number of appointments also exists.

(B) At such time as the Superior Court informs the County of its intent to convert, add or eliminate departments, the County and Administrator will engage in discussions as to the nature of support needed, giving consideration to caseloads that may transfer from existing departments and the implementation or elimination of early case resolution models. These discussions may result in a contract amendment to reflect an expanded or reduced scope of work, revised distribution of work, and increased or decreased number of Subcontracting Attorneys and/or levels of coverage.

(C) In the event of an increase of 15% or greater, or a decrease of 10% or greater in the number of felony, misdemeanor and/or juvenile cases assigned by the court during one 'caseload year' as compared to the 'baseline year', this contract is subject to a re-opener for the cost of that portion of the contract during the next fiscal year. The initial 'caseload year' for this Agreement is January 1, 2018 through December 31, 2018. The initial 'baseline year' for this Agreement is January 1, 2019, through December 31, 2019. In event of a re-opener at the end of any 'caseload year',

the County and Administrator are mutually obligated to begin negotiations regarding increased or decreased costs within fifteen days of that occurrence, and to attempt to conclude the negotiations within forty-five days thereafter.

(D) For example, a 15% increase or 10% decrease in the number of felony cases assigned by the court during 'case load year' January 1, 2019 through December 31, 2019, as compared to the number which were assigned during 'baseline year' January 1, 2018, through December 31, 2018, would trigger a re-opener of the portion of the contract for the cost of felony attorney representation during fiscal year 2020. To determine if there was a 15% increase or 10% decrease during 'caseload year' January 1, 2019, through December 31, 2019, the County and Administrator would compare the number of felony cases assigned between January 1, 2019 through December 31, 2019 (the 'caseload year') with the number of cases assigned between January 1, 2018 and December 31, 2018 (the 'baseline year'). If there was an increase of 15% or decrease of 10% in the number of appointments as compared to the baseline year, the County and Administrator would begin renegotiation of the FY 2021 felony component by February 15, 2020, and attempt to conclude negotiations by April 1, 2020. If there is a cost adjustment to the felony component it will apply during fiscal year 2021 and 'caseload year' January 1, 2019 through December 31, 2019, would become the new 'baseline year' for the felony portion of the contract. For 'caseload year' 2021, the County and Administrator will compare the number of cases assigned between January 1, 2020 and December 31, 2020, with the number of cases being assigned between January 1, 2018 and December 31, 2018, unless a new 'baseline year' has been established as the result of a previous re-opener. This example also applies to the misdemeanor and juvenile elements of the contract if there are increases greater than 15% or decreases greater than 10%.

(E) For the purposes of this Agreement, a case is defined as a single defendant with a single case number as assigned by the Court, which may include multiple charges, or multiple cases assigned on the same day, which may include both new charges and violation of probation charges. The classification of a case as felony or misdemeanor is determined at the time charges are filed. If a defendant has multiple new same day felony cases, probation violations and/or parole violations, and one conflict attorney is appointed for all, only one felony case will be included in the baseline count, all others will be excluded. If a defendant has one or more new same day felony cases, probation violations and/or parole violations and also has new same day misdemeanor cases and or misdemeanor probation violations, only one felony case will be included in the baseline count, all others will be excluded. If a defendant has no new felony cases but multiple new same day misdemeanor and/or misdemeanor probation violations, only one will be included in the baseline count and all others will be excluded. If a case is filed as a misdemeanor, and felony charges are added during the process, the case shall be counted as a felony case.

(F) At present there are: 5 felony trial courts, 4 misdemeanor trial courts, 2 juvenile courts, 1 felony ECR court, 1 domestic violence court, 1 drug court, and 4 family law courts.

(G) For the base year ending December 31, 2018, the number of appointments were: Felony 372, misdemeanor 746, juvenile 220, civil contempt 14.

(H) For the fiscal year 2019, the allocation to portions of the contract are: Felony 60%, misdemeanor 26.5%, juvenile 12.5%, civil contempt 1%.

(I) The County and Administrator agree that this Section concerning ordinary courtrooms and caseloads refers only to the number of courtrooms and number of cases ordinarily assigned during the course of a year and to possible changes in the number of courts and annual 'caseload year' adjustments of ordinary caseloads, and not to the complexity of individual cases, nor to the possibility of extraordinary cases and/or extraordinary number of appointments occurring within a 'caseload year' or fiscal year. The County and Administrator agree that the provisions of this Section concerning ordinary courtrooms, caseloads and 'caseload year' adjustments are separate and apart from other Sections of this Agreement that deal with extraordinary circumstances and that this Section has no effect or limitation on the provisions set forth in those Sections.

#### Capital Cases.

4. The parties to this Agreement acknowledge that the defense of capital cases requires time and services extraordinary to regularly assigned conflict cases referred to in paragraph 3 above, and that only attorneys who meet the requirements of Rule 4.117, California Rules of Court and who are approved by the Court can represent defendants in capital cases. The parties also acknowledge that the time and services required of Subcontracting Attorneys in defending capital cases may interfere with their ability to attend to their other appointed cases in a timely manner, to the detriment of the rights of defendants in the other appointed cases and to the orderly administration of justice. In capital cases that appear to the Administrator to have a strong likelihood of continued prosecution as a capital case, in addition to the compensation provided by this Agreement in Section 2.1, Subcontracting Attorneys representing a defendant in a capital case shall be compensated for the reasonable value of services the cost of which are incurred by virtue of defending such cases under this Agreement, requiring Subcontracting Attorney to delegate such duties and obligations for other appointed cases as set forth in Section 3, above. Such additional cost shall consist of the reasonable sum for services provided by such delegation of duties and obligation as provided in Section 3, above, and per diem pay in accordance with Section 6 in addition to any funds authorized by the court under Penal Code Section 987.9. All claims for compensation under this Section must be in writing in a format approved by the County, and a copy must be served on the Administrator.

Payments made by the County pursuant to this Section will not be charged to the extraordinary retention account described in Sections 7 and 8, below.

Change of Venue.

5. The parties to this Agreement acknowledge that the defense of cases involving change of venue requires time and services extraordinary to Ordinary Courtrooms and Caseloads referred to in paragraph 3. The parties also acknowledge that the time and services required of Subcontracting Attorneys in defending change of venue cases may interfere with their ability to attend to their other appointed cases in a timely manner, to the detriment of the rights of defendants in the other appointed cases and to the detriment of the orderly administration of justice. Therefore, in cases in which a change of venue is ordered by Court, Administrator and County staff shall meet and use their best efforts to keep all additional costs reasonable, Subcontracting Attorneys are entitled to reasonable and necessary expenses for any time and services necessitated by reason of the change of venue over and above the compensation provided for in Section 2.1 of this Agreement. Such compensation shall consist of a reasonable sum for expenses related to the change of venue as well as costs for necessary delegation of the duties and responsibilities as set forth in this Agreement, and per diem pay in accordance with Section 6, below. All claims for compensation under this Section must be in writing in a format approved by the County and in amounts approved by the judge presiding over the case in which venue has been changed, and a copy must be served on the Administrator.

Payments made by the County pursuant to this Section will not be charged to the extraordinary retention account described in Sections 7 and 8, below.

Per Diem.

6. The parties to this Agreement acknowledge 'The State Bar Of California Guidelines On Indigent Defense Services Delivery Systems' which provide that 'The terms of any indigent defense contract should avoid any actual or apparent financial disincentives to the attorney's obligation to provide clients with competent legal services', and that contracts for indigent defense services may burden a defendant's right to jury trial if they do not take into account the additional expense of presenting a case for trial. The parties agree that the expense of presenting a case for trial or hearing of five days or less is an ordinary circumstance within the meaning of this contract with respect to ordinary compensation of a Subcontracting Attorney. The parties further agree that trials or hearings lasting longer than five full days are extraordinary, may interfere with their ability to attend to their other appointed cases in a timely manner, to the detriment of the rights of defendants in the other appointed cases and to the detriment of the orderly administration of justice. Therefore, if a Subcontracting Attorney is required pursuant to

this Agreement to conduct a trial or preliminary examination which lasts longer than five days, Subcontracting Attorney shall receive a \$280.00 per diem (\$140 per half-day), beginning on the 6<sup>th</sup> day of trial or hearing. The parties agree that this per diem is to compensate Subcontracting Attorneys for the extra time involved which is over and above their ordinary part-time status, and for necessary delegation of the duties and responsibilities in other assigned cases as set forth in this Agreement in accordance with Scope of Work Section 2. All claims for compensation under this Section must be in writing in a format approved by the County, and a copy must be served on the Administrator.

Payments made by The County pursuant to this Section will not be charged to the extraordinary retention account described in Sections 7 and 8, below.

#### Other Extraordinary Cases and Caseloads.

7. (A) The parties to this Agreement acknowledge the *'The State Bar Of California Guidelines On Indigent Defense Services Delivery Systems'* which provide that '[f]ixed-period, bulk or flat rates should not be utilized unless based on reliable statistical caseload data, and only in conjunction with a method, specified in the contract, for increasing compensation to account for increases in caseload size or the cost of defending extraordinary cases.' In recognition of the foregoing, the parties agree that the ordinary caseloads and fixed rates contemplated by this agreement and stated in Section 3, and the provisions for possible annual increases or decreases stated in Section 3, are based on reliable statistics caseload data accumulated for part-time subcontracting attorneys during the period 2005-2018. The parties further agree that neither the County, nor Administrator nor Subcontracting Attorneys have any control over the number, complexity, frequency and/or seriousness of appointments which may occur in the future which are in addition to the ordinary caseload; that such circumstances cannot be accurately predicted or described in advance by anyone; and that complex cases and/or numerous appointments at or near the same time ("overloads") may result in extraordinary circumstances which require increased compensation in order to protect the rights of assigned defendants, and enable the orderly administration of justice in the courts.

Factors which might but do not necessarily cause cases and/or case overloads to be designated 'extraordinary' include, but are not limited to: Multiple defendants, numerous or complex legal issues, extraordinary writs to appellate courts, complex scientific evidence, complex financial evidence, complex gang evidence, lengthy Grand Jury proceedings, voluminous discovery/investigation materials, potential indeterminate life sentences, statutory and court-imposed time constraints including those mentioned in Penal Code §987.05, the number, frequency of appointment, complexity and scheduling of Subcontracting Attorney's other appointed cases, and other unusual circumstances, individually or in combination with one another.



In recognition of the foregoing, the parties agree that the procedures set forth in this Scope of Work will be the exclusive methods used by Administrator and Subcontracting Attorneys to request additional funds to account for extraordinary increases in caseload size and/or the cost of defending extraordinary cases. Administrator and Subcontracting Attorneys agree that all extra-hire attorneys will meet the requirements of Scope of Work Section 2.

Additionally, Administrator and Subcontracting Attorneys acknowledge that individual appointments of non-contract attorneys are disruptive of court scheduling and orderly budget processes and are unnecessarily costly as compared to having Subcontracting Attorneys obtain funds for extra-hire assistance in their appointed cases when extraordinary circumstances require such assistance. When able to do so without jeopardizing the rights of any defendant they have been or are being appointed to represent, Subcontracting Attorneys agree to apply for additional extra-hire funding assistance as hereafter set forth in this section rather than declining appointments due to excessive caseload. Nothing in this paragraph applies to any circumstance in which appointments are declined due to conflict of interest.

(B) If a Subcontracting Attorney believes that an assigned case and/or case overload is 'extraordinary', the attorney shall, before incurring extra expense, make written application to the Administrator requesting additional funds and stating the reasons therefore. The Administrator shall forward the application to the County within two working days and shall recommend to the County whether the application should be granted. The Administrator's recommendation is not binding on the County. The County and Administrator shall treat all applications as confidential. Regardless of the Administrator's recommendation, if the County agrees that the case and/or case overload is 'extraordinary', in addition to the compensation provided by this Agreement in Section 2.1, Subcontracting Attorney shall be compensated from the retention account described in Section 7 (E), below, for the reasonable value of services the cost of which are incurred by virtue of defending such cases under this Agreement, requiring Subcontracting Attorney to delegate such duties and obligations as set forth in Scope of Work Section 2. Such additional cost shall consist of the reasonable sum for services provided by such delegation of duties and obligations as provided in that Section 2. The County may take into account any per diem amounts provided for by Section 6 and may place a limit on the amount of extra expenses which may be incurred.

(C) If the County does not agree that the case and/or overload is 'extraordinary', or the County does not provide written approval of the application within five working days, or the limit on the amount of extra expenses is less than the amount requested, Subcontracting Attorney may submit written application directly to the Court, with proof of service on the County and the Administrator, setting forth the reasons why the case and/or overload should be deemed 'extraordinary', stating the amounts requested and

what they will be used for, and stating that a prior application to the County was not approved. The County and Administrator shall treat all applications as confidential. If the application is based on a single case it shall be presented to the judge presiding over the case. If that judge declines to consider the application, or if the application is based on an overload of numerous cases it shall be presented to the Supervising Judge of the Criminal Division of the Court. The application shall include a copy of the Scope of Work Section. If the Court determines that the case and/or overload is 'extraordinary', Subcontracting Attorney shall serve a copy of the Court's order on the County and the Administrator within two working days; and, in addition to the compensation provided by this Agreement in Section 2, Subcontracting Attorney shall be compensated from the retention account described in Section 7 (E) for the reasonable value of services the cost of which are incurred by virtue of defending such cases under this Agreement, requiring Subcontracting Attorney to delegate such duties and obligations as set forth in Section 2. The Court may take into account per diem amounts provided for by Section 6 and may place a limit on the amount of extra expenses which may be incurred, which may be less than the amount requested.

(D) If the Court does not grant the application, subcontracting attorney shall not be entitled to any additional compensation and shall serve a copy of the Court's order on the County and the Administrator within two working days.

(E) Sharing of extraordinary expenses. If such extraordinary expenses are either agreed to by the County or ordered by the Court, Administrator and County agree to share such expenses as follows: Administrator will put \$12,203 of the Contract Amount per fiscal year (\$1016.92/month) in a separate retention account and County will allocate \$24,406 of the Contract Amount per fiscal year (\$2033.83/month) (see Section 8, below) to that account. Any expenditures from that account will be allocated two-thirds to the County and one-third to the Administrator. At the end of the contract any unused funds will be refunded in the same allocation within thirty days of the termination of the Agreement, Administrator shall provide County with a quarterly report of account activity. See example in Attachment C.

#### Administrator Retention Amounts; Investigation, Forensic, Law Clerk, and Extraordinary Expense

8. Of the annual Contract Amount County agrees to provide \$135,087 for ordinary investigation services, \$61,374 for ordinary forensic expenses including expert witness fees and juvenile interpreter, \$13,179 for ordinary utilization of a law clerk, and in addition to the previously discussed \$24,406 for extraordinary expenses as that term is defined in Section 7. Forensic expenses include items related to presenting cases for trial or hearing, such as court transcripts, interpreters, exhibits, and clothing for indigent defendants in jury trial. The retentions for investigation, forensic and law clerk will be held by Administrator and disbursed upon a proper showing by the Subcontracting

Attorneys to Administrator of the need for their use. The retentions for extraordinary expenses will be held by Administrator and disbursed as provided in Section 7. In the event that the full amounts of the retentions are not utilized during the contract, said monies will be returned by Administrator to the County of Sonoma within thirty days of the termination of the Agreement, except as otherwise provided in Section 7 (E) regarding refunds of extraordinary expense retentions. Administrator shall provide County with a quarterly report of account activity. See example in Attachment D.

If the amounts required exceed the allowed retentions for each year during the term of this contract, or if extraordinary cases or caseloads such as those referred to in Sections 4-7 require additional funds, Administrator may submit written application to the County requesting funds in excess of the retention amounts, stating the reasons and amounts requested and what they will be used for. The County may deduct any carryover amounts retained by the Administrator in prior years of the contract from any payment. County shall make payment within 15 days of receipt of request, if rollover funds are not sufficient.

#### Levels of Coverage.

9. Administrator agrees that for the purposes of fulfilling the terms of this Agreement, the Administrator will retain the services of Subcontracting Attorneys, via independent contracts, to insure conflict coverage for felonies up to nine (9) levels, for misdemeanors up to nine (9) levels, civil contempt up to two (2) levels and for juvenile matters up to nine (9) levels. These levels will ensure that only in the most unusual circumstances will there be an appointment of an attorney other than a Subcontracting Attorney. In addition to the foregoing, Administrator agrees to provide one qualified Subcontracting Attorney for the felony Early Case Resolution Court. In addition, Administrator agrees to provide coverage for witnesses. Except when otherwise required by the Courts or when the attorney already represents the witness, such representation shall be by attorneys other than the felony-level Subcontracting Attorneys. Administrator will have contract language with felony-level Subcontracting Attorneys that precludes them from representing such witnesses unless required by the court or unless the attorney already represents the witness.

Administrator agrees to provide a complete list of Subcontracting Attorneys and a copy of each of their individual contracts to the County. Administrator agrees that he will retain the services of at least five (5) Subcontracting Attorneys that qualify to represent defendants accused of capital offenses.

Administrator agrees to implement and provide the County with a copy of a policy (similar to that which is used by the Public Defender's office) that must be followed for his subcontracting attorneys when they propose to declare a conflict.

### Language Required in Subcontracts.

10. In each agreement with each Subcontracting Attorney, Administrator shall include or cause the provision of all provisions, terms, conditions, and specific clauses which, by their nature or as otherwise specified, apply to the Subcontracting Attorneys, their work, and/or the contractual arrangement with the Administrator. County reserves the right, but without having any obligation, to review and approve the forms of agreement between the Administrator and Subcontracting Attorneys, which shall remain the sole responsibility of Administrator.

Without limiting the generality of the foregoing requirements, Administrator agrees to add language to each subcontract that requires each Subcontracting Attorney to (i) use his/her best efforts to tell defendants to go to Court Collections and pay the registration fee and (ii) at the end of case, to remind The Court of its ability to impose fees, under Penal Code §987.8. Administrator agrees to include language in his contracts with Subcontracting Attorneys that provide:

“Subcontracting Attorney agrees that if at any time during the term of the subcontract, he/she has a privately retained criminal defendant or minor who has a case pending in the courts of this County and who can no longer afford Subcontracting Attorney’s services, Subcontracting Attorney can: (1) Ask the court to relieve Subcontracting Attorney and appoint the Public Defender to represent the defendant or minor; or (2) if the Public Defender is unavailable due to conflict of interest, ask the court to relieve Subcontracting Attorney and appoint the regularly assigned conflict attorney to represent the defendant or minor; or (3) ask the court to appoint Subcontracting Attorney under the contract to represent the defendant or minor; or (4) continue to represent the defendant or minor without making any requests of the court; but in no event shall Subcontracting Attorney ask the court to appoint Subcontracting Attorney to represent the defendant or minor independently outside the contract to be paid outside the contract. Subcontracting Attorney agrees that this clause does not prevent Subcontracting Attorney from being retained to represent clients at their expense, nor does it prevent Subcontracting Attorney from asking the court to appoint Subcontracting Attorney to represent the defendant or minor if the Public Defender is not available due to conflict of interest. It only prevents Subcontracting Attorney from being paid at public expense outside the contract to represent an indigent client.”

“Subcontracting Attorney agrees to disclose, upon signing this contract, the defendant’s or minor’s name and case number of any case in which the Subcontracting Attorney currently represents a defendant or minor by court appointment, at public expense, outside the contract, regardless of when that appointment was made, whether by ‘Harris’ appointment or otherwise, and agrees that if such disclosure is not given when the contract is signed, no requests to the County for payment outside the contract for

work done after the date the contract is signed will be honored.”

“Nothing in this Section shall prevent The Court from appointing Subcontracting Attorney to represent an indigent defendant when required by law.”

"Subcontract Attorney agrees that if appointed to represent a defendant or minor pursuant to this contract, Subcontract Attorney is prohibited from being retained to represent the defendant or minor in the same case or cases in which the contract appointment(s) occurred. If a client appointed pursuant to this agreement is able to retain an attorney, Subcontract Attorney will request the Court to relieve him/her of the appointment, and the client shall be notified to retain some attorney other than Subcontract Attorney."

"The limitations of this section prohibiting appointment of Subcontracting Attorneys 'outside the contract' do not apply to situations in which coverage in a case has been provided to the level set forth in Section 9 by other Subcontracting Attorneys, additional non-contract appointments are required, and the Subcontracting Attorney to be appointed 'outside the contract' was not on the list of attorneys assigned to provide coverage for that court. Example: A juvenile case involves 12 minors. Nine levels of coverage are required by Section 9. Nine Subcontracting Attorneys currently assigned to juvenile court provide the required level of coverage by accepting appointments or declaring conflicts. Non-contract appointments are thus required for the remaining minors. The Court can appoint a felony Subcontracting Attorney 'outside the contract' to represent a minor at County expense, because juvenile court contract coverage has been provided to the level required by the contract by the attorneys assigned to juvenile court, and the felony Subcontracting Attorney was not assigned under the contract to provide coverage in the juvenile court. The same would apply to misdemeanor and juvenile attorneys being appointed 'outside the contract' in felony cases, and to felony and juvenile attorneys being appointed 'outside the contract' in misdemeanor cases."

#### Data To Be Provided By Administrator.

11. Administrator agrees to provide, as one report, information regarding the number and type of appointments made under the terms of this Agreement. Information shall be provided quarterly (within 30 days of the end of each calendar quarter) in accordance with the performance format attached as Attachment E. The parties will continue to evaluate, coordinate and develop a reporting system that accurately tracks the data necessary for the County and the Conflict Administrator to understand, analyze and administer the program effectively and efficiently. The current tracking and reporting system will continue until the new system is implemented. Once the parameters of the new reporting system are agreed upon they will be formalized in an addenda to this Service Agreement and will be incorporated into the contract for all purposes as though part of the original agreement.

#### VPN Access.

12. The County agrees to provide remote internet access to the Sonoma County Integrated Justice System for Administrator, its designated staff, and its Subcontracting Attorneys pursuant to this Section, once such persons are properly vetted. The access granted to the Integrated Justice System will be limited to Criminal and Civil query access with the ability to print dockets. Each user granted access must have his/her own password into the Integrated Justice System for security purposes. Access is granted only to the named user and cannot be shared. Juvenile Justice Access must be approved in writing by the Courts before access can be granted. Administrator and Subcontracting Attorneys agree to comply with all system and security requirements required by the County. The Administrator and Subcontracting Attorneys are responsible for loading the software for new users. Any requests for reports or other programming changes to the Integrated Justice System will be billed to the attorney requesting the reports or changes in accordance with then-prevailing rates. In FY 2016-2017 the hourly rate of \$150/hr will be charged for work performed by the County. The access charge to be assessed by the County will also be subject to then prevailing rates. For FY 2016-17 the access charge is \$436.64/year per user. Access charges will be billed by the County to Court Support. Administrator agrees not to sell this access to attorneys not performing work for the County pursuant to this Agreement.

#### Parking Permits.

13. The County agrees to provide County Complex parking permits to Administrator, for use by all Subcontracting Attorneys regularly assigned to cases at the Sonoma County Hall of Justice. The number of parking permits to be provided is 14. All users of said permits shall agree to comply with all permit requirements imposed by the County.

## EXHIBIT B INSURANCE

With respect to performance of work under this Agreement, Administrator shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Administrator from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

### **Workers Compensation and Employers Liability Insurance**

- a. Required if Administrator has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Administrator currently has no employees, Administrator agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

### **General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Administrator maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Administrator.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Administrator is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Administrator has a claim against the insurance or is named as a party in any action involving the County.

- d. The County of Sonoma, its officers, agents and employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Administrator in the performance of this agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between County and Administrator and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

#### **Automobile Liability Insurance**

- a. Minimum Limits: \$300,000 Combined Single Limit per Accident; or Bodily Injury: \$100,000 per person/\$300,000 per accident and Property Damage: \$50,000 per accident.
- b. Required Evidence of Insurance:
  - i. Copy of Auto Policy Declarations Page; or
  - ii. Certificate of Insurance.

#### **Professional Liability/Errors and Omissions Insurance**

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If Administrator's services include: (1) programming, customization, or maintenance of software; or (2) access to individuals' private, personally identifiable information, the insurance shall cover:
  - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
  - ii. Claims against Administrator arising from the negligence of Administrator, Administrator's employees and Administrator's subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and



the claims-made retroactive date.

### **Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

### **Documentation**

- a. The Certificate of Insurance must include the following reference: Conflict Administrator Agreement.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Administrator agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- a. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Office of County Counsel, 565 Administration Drive, Suite 105A, Santa Rosa, CA 95403.
- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Administrator shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

### **Policy Obligations**

Administrator's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

### **Material Breach**

If Administrator fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Administrator resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Administrator, County may deduct from sums due to Administrator any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

**ATTACHMENT C**  
**Conflict Administrator**  
**Extraordinary Expense Account**  
 Submit quarterly, showing year-to-date activity

Date	Description	Total	Administrator	County	Balance
			1/3	2/3	
7/1/2016	Monthly Deposit	\$ 3,050.75	\$ 1,016.92	\$ 2,033.83	\$ 3,050.75
7/5/2016	Investigative Services Vendor	\$ (1,500.00)	\$ (500.00)	\$ (1,000.00)	\$ 1,550.75

**ATTACHMENT D**

**Conflict Administrator Administrator Retention Account**

Submit quarterly, showing year-to-date activity

<b>Date</b>	<b>Description</b>	<b>Total</b>	<b>Investigation</b>	<b>Forensic</b>	<b>Law Clerk</b>	<b>Balance</b>
Annual Amounts			\$ 135,087.00	\$ 61,374.00	\$ 13,179.00	
7/1/2016 Monthly Deposit		\$ 17,114.75	\$ 11,257.25	\$ 4,822.50	\$ 1,035.00	\$ 17,114.75
7/5/2016 Investigative Services Vendor		\$ (1,500.00)	\$ (1,500.00)			\$ 15,614.75

# ATTACHMENT E

			FY 20XX-20XX				
			Q1	Q2	Q3	Q4	TOTAL
FELONY	1	NEW CASES					
	2	NEW VOP					
	3	(line 1 + line 2) TOTAL NEW					
	6	New trial and plea withdrawal motions					
	10	Total Cases starting Trial					
	11	Total Trial Days					
	12	Per diem days -6 days or longer					
MISDEMEANOR	13	NEW CASES					
	14	NEW VOP					
	15	(line 13 + line 14) TOTAL NEW					
	18	misdemeanor appeals					
	22	Total Cases starting Trial					
	23	Total Trial Days					
	24	Per diem days - 6 days or longer					
JUVENILE	25	NEW CASES					
	26	NEW VOP					
	27	(line 25 + line 26) TOTAL NEW					
CIVIL	33	TOTAL NEW					
	35	(line 33 + line 34) total all appointments					

es 3, 15, 27, 33: These total new unduplicated appointments will be basis for contract adjustment (1%) and should include all new appointments only. See definition of 'new' appointment

es 4, 16, 28, 34: These 'transfer' appointments include Conflict Down, Court Transfer, Attorney Transfer, Attorney Quit, Other. See Definitions.

es 8, 20, 31 Report all multi-defendant/minor cases in which at least one conflict attorney is involved and there are four or more defendants/minors.

Lines 10, 22: Trial days begin with the first day of motions. Lines 11,12, 23, 24: Reported in the quarter the trial is completed.

see attached pages for attorneys, assigned cases, assigned levels & courtroom assignments/levels in each quarter.

Note-transfer cases are only counted once, so they do not need to be reported separately