

Lake Indigent Defense, Inc.



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Lake County Board of Supervisors
255 N. Forbes Street
Lakeport, CA 95453

Re: REQUEST FOR PROPOSAL NUMBER 120-0217

To Whom It May Concern:

For seventeen years, Lake County has served the needs of indigent defendants with a contract public defender system. Many of the attorneys currently serving as felony contract public defenders have served throughout either most or the entire tenure of the current contract holder. To address the current need for a contract administrator, two current felony contract holders, Anakalia Sullivan and David Markham, have partnered together to make this Request for Proposal.

Ms. Sullivan and Mr. Markham have agreed to form a law partnership, Lake Indigent Defense to serve as co-contract administrators for Lake County. With over twenty years of experience in criminal defense, Lake Indigent Defense has the combination of institutional knowledge, experience, and community involvement to provide excellent legal services to the citizens of Lake County.

Lake Indigent Defense (LID) will utilize a sub-contract system similar to that which is currently in use by Lake Defense Inc. LID's deep connection to the community enables us to have access to a network of excellent local attorneys, many of whom are already working as contract public defenders. LID will be able to provide up to nine levels of conflict counsel for felony cases, and have practical, workable solutions for the increasing number of conflict cases that have recently occurred. LID will be structured to secure the independent contractor relationship while promoting efficiency and competent representation.

David Markham, a certified specialist in criminal law, has worked in Lake County since 2000 as a criminal defense attorney. Ms. Sullivan has worked as a contract public defender since 2014 and has a thriving private practice based in Lake County. LID's combination of experience will enable us to make a meaningful contribution to the community of Lake County.

Sincerely,

A handwritten signature in blue ink that reads "Andrea Sullivan".

Anakalia K. Sullivan
Attorney at Law

A handwritten signature in blue ink that reads "David Markham".

David Markham
Attorney at Law

SIGNATURE PAGE

Lake Indigent Defense, Inc.
P.O. Box 874
Lakeport, California 95453

Contact Person: Anakalia Sullivan & David Markham
Title: Founders
Telephone: 707-779-9368
Email Address: andrea@kalunasullivanlaw.com

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the proposal are true, agrees to furnish the items(s) and/or service(s) stipulated in this Request for Proposal at the price stated herein, and will comply with all terms and conditions set forth, unless otherwise stipulated.

"I certify that I have read the Sample Agreement (Exhibit 1) pursuant to the submittal of a Request for Proposal (RFP) and will comply with said Sample Agreement, unless otherwise noted by exception herein, as of the date and time of the close of this proposal."



David Markham Founder


Anakalia Sullivan Founder

Professional License: David Markham SBN: 211436
Anakalia Sullivan SBN: 282608

Lake Indigent Defense
REQUEST FOR PROPOSAL NUMBER :1012-0217
CONTRACT FOR INDIGENT PUBLIC DEFENDER SERVICES

TABLE OF CONTENTS

I.	Executive Summary.....	2
II.	Exceptions.....	3
III.	Approach.....	4
	a.) Misdemeanors.....	6
	b.) Felonies.....	6
	c.) Death Penalty.....	7
	d.) Quality Control.....	7
	1. Overview.....	8
	2. Sub-Contractor Performance.....	8
	a. Conflicts of Interest.....	9
	b. Appearance Counsel.....	10
	c. Prohibition Against Client Conversion.....	10
IV.	Proposer's Qualifications.....	11
	a) History.....	11
	b) Background and Experience.....	11
	c) References.....	12
	d) Staff Assignment.....	12
	1. Non-attorney Staff.....	13
	2. Attorney Staff.....	13
V.	Cost Proposal.....	16
VI.	Financial Assurances.....	17
VII.	Attachments.....	18
	a. Sample Independent Contractor Agreement.....	19

Lake Indigent Defense
REQUEST FOR PROPOSAL NUMBER :1012-0217
CONTRACT FOR INDIGENT PUBLIC DEFENDER SERVICES

I. Executive Summary

Lake Indigent Defense (hereinafter "LID") is a law partnership uniquely positioned to serve the needs of the indigent in Lake County. LID's primary objective is to create an entity to serve the need for a public defender by utilizing local attorneys as sub-contractors; promoting efficiency; and reducing transition costs between the current contract holder and the new entity. LID's network of local criminal defense attorneys will act as independent contractors, thereby preserving the independent contract relationship between the County and defenders as well as creating a multifaceted approach to conflict counsel. LID will promote dialogue between the Superior Court and local defenders to ensure the needs of the Court are met. LID will employ dedicated staff to ensure there is a communication between clients and the Proposer to ensure that the needs of the client base are being met by competent, responsive counsel.

Lake Indigent Defense
REQUEST FOR PROPOSAL NUMBER :1012-0217
CONTRACT FOR INDIGENT PUBLIC DEFENDER SERVICES

II. Exceptions

a. Spanish Language Interpreter

In the Request for Proposal, the County requires the employment of one full-time person who is bi-lingual in the Spanish language. LID takes exception to this requirement, as it is not cost effective. LID has connections with several court certified Spanish language interpreters in Lake County who can be utilized on an hourly and as needed basis. Upon request, LID can readjust the cost proposal to reflect an additional employee who is bi-lingual.

Lake Indigent Defense
REQUEST FOR PROPOSAL NUMBER :1012-0217
CONTRACT FOR INDIGENT PUBLIC DEFENDER SERVICES

III. Approach

LID will be a law partnership that employs two local attorneys, David Markham and Anakalia Sullivan, to administer the contract for indigent defense services. David Markham and Anakalia Sullivan will act as co-administrators of the indigent defense contract. They will have equal duties in contract administration. The purpose of this is to ensure that there is no interruption in contract administration should one of the administrators become ill or otherwise incapacitated. LID will prioritize ensuring that the needs of indigent defendants and the Superior Court are met without interruption. As current felony public defender contract holders, they will continue to carry their caseloads, thereby promoting efficiency and reducing transition costs. LID will have one non-attorney staff person to assist in meeting the reporting requirements of the contract and ensuring that any client complaints or comments about defenders will be properly documented and addressed.

LID understands the tension between allowing contract defenders the latitude to remain independent contractors while at the same time ensuring competent representation that is responsive to the needs of the community. LID will accept all court appointments for indigent defendants, including death penalty cases. LID's relationship with local attorneys will allow us to create a network of private criminal defense attorneys with practices in Lake County to act as independent contractors who will be contractually obligated to accept case assignments from LID. LID will require that sub-contractors have separate, local offices and phone numbers, and give priority in selecting independent contractors to those who have a connection to our community or those whom are willing to relocate to Lake County. LID will award sub-contractors with a flat monthly fee for court appointments. This will contain and control costs

Lake Indigent Defense
REQUEST FOR PROPOSAL NUMBER :1012-0217
CONTRACT FOR INDIGENT PUBLIC DEFENDER SERVICES

and ensure the necessary level of representation. Because sub-contractor attorneys will be paid on a flat fee monthly basis, administrative costs are contained as there will be no hourly billing to the County.

LID proposes to establish a new office in the City of Lakeport that will be dedicated to the administration of the contract. As existing felony public defender contract holders, LID understands the challenges indigent defendants face in Lake County. Often, out of custody defendants are unable to use phones or the internet to communicate with their counsel. Often, contract public defenders cannot keep regular business hours because of heavy court schedules; such decentralization can create issues in efficiency and responsiveness. To address this need, LID proposes employ one dedicated, full time non-attorney staff person to keep regular business hours and to act as a liaison for the community. This will enable LID to have a dedicated, physical presence in Lake County where indigent defendants can pass messages to their attorneys, or comments or complaints to the contract administrators. LID will ensure that office space will comply with the Americans with Disabilities Act (ADA) and will work with an ADA consulting firm, Michael Sullivan ADA Consulting, to ensure that LID's facility is ADA accessible.

In determining the number of attorneys to be assigned to misdemeanor and felony caseloads, LID has relied on the National Advisory Commission on Criminal Justice Standards and Goals (NAC) Standard 13.12. LID has determined that in order to provide effective representation to indigent defendants in Lake County, 7 felony attorneys and 5 misdemeanor attorneys are necessary.

Lake Indigent Defense
REQUEST FOR PROPOSAL NUMBER :1012-0217
CONTRACT FOR INDIGENT PUBLIC DEFENDER SERVICES

LID will also provide 2 juvenile (W&I 600) attorneys, a conservatorship attorney, a family law attorney to handle paternity actions and civil contempt cases, an attorney to handle appeals and writs, and an attorney assigned to veteran's court. Having these attorneys will ensure that indigent clients receive assistance from attorneys with experience relating to their caseload.

Once an attorney is assigned to a case, that attorney will represent the client to the conclusion of the case.

a. Misdemeanors

With the passage of Proposition 47 and Proposition 64, misdemeanor caseloads have increased dramatically. Cases that were until very recently felonies, such as possession of methamphetamine (Health & Safety Code Sec. 11377), as well as most felonies dealing with the illicit possession of marijuana (Health & Safety Code §§ 11358, 11359, 11360), now have been reclassified as misdemeanors, creating strain on current contract attorneys with misdemeanor assignments. The recent changes in legislation have also increased the complexity of the misdemeanor caseload, and the increase in the number of reclassifications to misdemeanors for current cases as well as increased misdemeanor filings by the District Attorney will add to potential conflicts. To address this, LID will utilize five misdemeanor attorney sub-contractors. The contract administrators will handle any conflicts not covered by the misdemeanor attorneys. This will create five levels of conflict for misdemeanors cases. LID will also hire one defense investigator sub-contractor who will be assigned misdemeanor cases exclusively. A dedicated defense investigator will assist the misdemeanor sub-contract holders in handling increasingly complex cases.

b. Felonies

Lake Indigent Defense
REQUEST FOR PROPOSAL NUMBER :1012-0217
CONTRACT FOR INDIGENT PUBLIC DEFENDER SERVICES

LID will accept all court appointments related to felonies, and assign those cases to independent contractors. In this way, LID will address the need for representation of indigent defendants charged with felonies. LID will utilize a network of seven sub-contractors with local offices to accept court appointments, creating seven levels of conflict. LID's approach will ensure responsive, competent representation and reduce transitions costs. LID will utilize two private investigators as sub-contractors, each with their own private practice. This will allow two dedicated defense investigator sub-contractors who can focus exclusively on felony cases and enable defense counsel to provide competent, responsive representation that ensures indigent defendants' Sixth Amendment right to counsel is protected.

c. Death Penalty

LID will be able to accept appointments for capital cases. David Markham, co-contract administrator and another independent sub-contractor, who has agreed to accept a contract from LID, meet the requirements of California Rules of Court 4.117(f). By using local, independent attorneys with long standing private practices in Lake County, LID will be able to be responsive to the needs of the Lake County Superior Court in the event a death penalty case is filed. This will enable the County to have access attorneys who meet or exceed death penalty appointment requirements under California Rule of Court 4.117, thereby ensuring competent, responsive representation while at the same time controlling costs.

As with the current agreement, in capital cases where the District Attorney seeks the death penalty, the assigned attorneys shall be paid \$75.00 per hour for that case.

d. Quality Control

1. Overview

Lake Indigent Defense
REQUEST FOR PROPOSAL NUMBER :1012-0217
CONTRACT FOR INDIGENT PUBLIC DEFENDER SERVICES

LID understands the need to preserve the independent contractor status of its organization and its sub-contractors while at the same time ensuring representation that is competent and responsive. LID will have a physical office located near the Superior Court in Lakeport, with one dedicated non-attorney staff person whose duties will include documenting in person and phone communications to the contract administrators regarding sub-contractor performance, and assist LID with maintaining and utilizing a central data base system to monitor case loads, conflicts, and *Marsden* motions.

LID will partner with the Lake County Bar Association to provide yearly Mandatory Continuing Legal Education credited seminars on conflicts of interest related to public defense. This seminar will assist contract public defenders in identifying true conflicts of interest and allow sub-contractors to keep abreast of developments related to the Professional Rules of Conduct and case law decisions. This will result in a cost savings to the County by reducing the need for outside conflict counsel.

2. Sub-Contractor Performance

a. Case Management

LID proposes to create a centralized, digital data base that will enable contract administrators to view caseloads, case dispositions, and case transfers due to conflicts of interest and/or *Marsden* motions. LID understands the decentralization of the sub-contractor system can create uncertainties with service delivery to clients. LID's approach will be to gather this information directly from the Superior Court and other sources to create a useful database to identify potential conflicts of interest due to prior representation as well as identify trends in sub contractor performance. The database will also compile data on case filing types, enabling LID

Lake Indigent Defense
REQUEST FOR PROPOSAL NUMBER :1012-0217
CONTRACT FOR INDIGENT PUBLIC DEFENDER SERVICES

to be more responsive in service delivery and re-allocate sub-contractor attorney assignments as necessary.

This database will be an extremely valuable tool for LID and management sub-contractors. Because the information is sourced from the Superior Court, LID will be able to spot trends and identify issues in service delivery without day to day direction of sub contractors. This will enable LID to monitor performance while at the same time ensuring the status of independent contractor is preserved.

b. Conflicts of Interest

Mr. Markham's and Ms. Sullivan's combined experience of over twenty years in Lake County gives LID a deep understanding of the issues related to abuses of conflicts of interest. While an issue for every public defender system, Lake County's model of independent contractor representation and emphasis on de-centralization creates a tendency for abuse and unfair shifting of case loads between sub-contractors. LID proposes a solution that will allow independent contractors to keep their autonomy while at the same time assuring that conflicts of interest are not abused.

Prior to preliminary examination, which often occurs as quickly as ten days after a defendant is arraigned, an independent contractor may conflict off a case without justification to the contract administrator. However, if an independent contractor declares a conflict after the preliminary hearing stage, he or she must disclose the nature of the conflict to a contract administrator. The administrator will document and keep a record in the sub-contractor's file. This system allows independent contractors to use their own, professional judgement in

Lake Indigent Defense
REQUEST FOR PROPOSAL NUMBER :1012-0217
CONTRACT FOR INDIGENT PUBLIC DEFENDER SERVICES

declaring valid conflicts of interest that arise from previous representation of adverse witnesses and co-defendants but ensuring the declaration of conflicts is not abused by sub-contractors.

LID's use of a centralized data base will enable contract administrators to identify when conflicts are declared late in any particular case, and spot patterns of potential abuse.

c. Appearance Counsel

The use of appearance counsel will be discouraged by LID. Subcontract attorneys will be allowed to use appearance counsel only after receiving prior approval of LID.

d. Prohibition Against Client Conversion

Because LID will utilize a network of local, private attorneys, LID and its sub-contractors may engage in a private law practice outside of their contractual duties. LID recognizes that the sub-contractor model contemplated by the proposal relies on independent, private attorneys with separate practices. This model will allow LID to address multiple levels of conflict while at the same time being cost effective.

LID proposes that independent contractors may engage in the private practice of law, but no private client shall be accepted whereby Subcontractor would be unable to represent any indigent defendant who would otherwise be eligible for services pursuant to the County Contract.

Lake Indigent Defense
REQUEST FOR PROPOSAL NUMBER :1012-0217
CONTRACT FOR INDIGENT PUBLIC DEFENDER SERVICES

IV. Proposer's Qualifications

a) History

Lake Indigent Defense (hereinafter "LID") will be a law partnership formed between two current felony contract public defenders, David Markham and Anakalia Sullivan. Mr. Markham and Ms. Sullivan will be employees of LID and work as co-contract administrators. As individual attorneys, Mr. Markham and Ms. Sullivan have no judgements, current litigation, or history of discipline. LID will be a new law partnership and has no judgements, pending litigation, violations, or history of discipline.

b) Background and Experience

While LID is a new law partnership, its founders Mr. Markham and Ms. Sullivan have an established history of private practice in Lake County. Mr. Markham worked as a Lake County Deputy District Attorney from 2001-2003. He entered private practice at Alvord & Ewing in 2003 to 2004. He began his Lake County based private practice in 2004. Mr. Markham held a Lake County public defender contract in 2004 to 2006 and from 2015 to present. He has been certified as a criminal law specialist by the State Bar of California, Board of Legal Specialization, since 2009.

Mr. Markham's previous trial experience includes at least fifty jury trials, including three murder cases, and other cases involving serious felonies such as attempted murder, solicitation to commit murder, rape, child molest, and elder abuse. Because of his willingness to accept appointments in high profile, complex cases, such as People v. Damin Pashilk, an indigent defendant facing multiple life sentences for charges related to arson, Mr. Markham is a vital component of the current contract public system.

Lake Indigent Defense
REQUEST FOR PROPOSAL NUMBER :1012-0217
CONTRACT FOR INDIGENT PUBLIC DEFENDER SERVICES

Ms. Sullivan has worked as an unpaid law clerk for three Bay Area public defender agencies, the San Francisco Public Defender's Office, the Alameda County Public Defender, and the Solano County Conflict Defender. Upon receiving her license to practice law in 2012-2014, she worked as a Staff Attorney for Law Offices of Berg & Associates, Inc., a criminal defense firm in Redding, California. In 2014, Ms. Sullivan began her private practice in Lakeport, California. In May 2014, she began a misdemeanor public defender contract in Lake County. In February 2015, she began a felony public defender contract in Lake County, which she continues presently. In addition to her work as a contract defender, she has a private criminal defense practice that includes court appointments in high profile gang special circumstance homicide cases in Humboldt County.

Both Mr. Markham and Ms. Sullivan combined experience will be an asset to LID and its independent contractors.

c) References

As LID is a new law partnership, it has no previous contract administration experience.

Mr. Markham and Ms. Sullivan can provide individual professional references upon request.

d) Staff Assignment

Mr. Markham and Ms. Sullivan will serve as employees of LID and co-contract administration. Because Mr. Markham and Ms. Sullivan will each carry a felony caseload, they will share in contract administration duties, ensuring flexible, responsive, and efficient contract administration. Contract administrators Mr. Markham and Ms. Sullivan will ensure that the needs of the Superior Court are continually met as needed, including but not limited to Fifth Amendment counsel appointment and other unexpected and/or irregular appointment of counsel

Lake Indigent Defense
REQUEST FOR PROPOSAL NUMBER :1012-0217
CONTRACT FOR INDIGENT PUBLIC DEFENDER SERVICES

by the Superior Court. Mr. Markham and Ms. Sullivan will ensure open lines of communication between the Superior Court judges and staff to facilitate responsive administration; promote efficiency; and assist the Superior Court in reducing delay and continuances.

1. Support Staff

LID will employ one full-time non-attorney employee to assist with the reporting requirements of the contract. The non-attorney employee will have a legal background and previous experience as a legal assistant/legal secretary. The duties of the non-attorney employee will, include but not necessarily be limited to the following:

- Coordinating caseload report from sub-contractors
- Assisting contract administrators in compiling and monitoring caseloads of sub-contractors to ensure that caseloads are in compliance with State Bar of California Workload Standards
- Staff Lake Indigent Defense (LID) Mondays through Fridays and make LID open and accessible to members of the public. LID understands the difficulties have in communication with appointed counsel; LID non-attorney staff will make himself or herself available to members of the public and facilitate communicate between the public and subcontractors.
- Maintain a dedicated phone line for comments and concerns about sub-contractors. Inmates at the Lake County Jail will have access to this phone line at no charge. Non-attorney staff will document any complaints he or she receives and direct complaints to the contract administrators.
- Assist contract administrators in annual reviews of sub-contractor performance.

2. Attorney Staff

Lake Indigent Defense
REQUEST FOR PROPOSAL NUMBER :1012-0217
CONTRACT FOR INDIGENT PUBLIC DEFENDER SERVICES

Mr. Markham and Ms. Sullivan currently have felony public defender contracts and will continue to carry their current case load. This will avoid interruptions in service delivery to clients; avoid transition cost; and maintain continuity between the current contract holder and LID. In addition to Mr. Markham and Ms. Sullivan's caseload duties, they will be responsible for the following:

- Ensure that the needs of the Superior Court are met with adequate number of sub-contract public defenders. LID contract administrators will recruit qualified attorneys with connections to our community to accept sub-contracts. LID will delegate court appointments to sub-contract holders.
- Ensure sub-contract holders meet the requirements of their contract. LID will verify that each attorney is licensed to practice law in the State of California and meets the requisite level of education, experience, and skill to accept public defender appointments. LID will confirm each sub-contract attorney has a physical office in the County of Lake as well as a local phone number.
- LID attorneys will develop relationships with local law schools and bar associations to develop networks of qualified attorney candidates in the event a sub-contract becomes available.
- Facilitate payment to sub-contractors
- Ensure the needs of the Superior Court are met for specialized and/or unexpected need for appointment of counsel, such as Fifth Amendment counsel or conflict counsel.

Lake Indigent Defense
REQUEST FOR PROPOSAL NUMBER :1012-0217
CONTRACT FOR INDIGENT PUBLIC DEFENDER SERVICES

- Maintain records for sub-contractor performance, including documentation of post preliminary hearing conflicts and *Marsden* motions and yearly performance reviews. Performance reviews will include contract administrator review of contested and/or evidentiary hearings.
- Maintain a line of communication between the Superior Court to ensure any concern is addressed with regard to sub-contractors.

Lake Indigent Defense
REQUEST FOR PROPOSAL NUMBER :1012-0217
CONTRACT FOR INDIGENT PUBLIC DEFENDER SERVICES

V. Cost Proposal

a. Budget

1. General Services: \$975,600
2. Administrative Costs: \$200,400
3. Investigations: \$144,000

Total: \$1,320,000

Lake Indigent Defense
REQUEST FOR PROPOSAL NUMBER :1012-0217
CONTRACT FOR INDIGENT PUBLIC DEFENDER SERVICES

VI. Financial Assurances

David Markham and Anakalia Sullivan are local criminal defense attorneys with successful private practices in Lake County. Mr. Markham and Ms. Sullivan both hold felony public defender contracts in Lake County. However, the public defender contract is only accounts for only a portion of Mr. Markham and Ms. Sullivan's income. Mr. Markham's yearly business revenue averages approximately \$200,000 per year and Ms. Sullivan's yearly business revenue averages approximately \$200,000 per year.

Mr. Markham and Ms. Sullivan certify that they both have enough assets to finance the Proposal outlined in this proposal, and can administer and facilitate contract payments to sub-contractors on an arrears basis. Mr. Markham and Ms. Sullivan certify they have no debts or financial conflicts of interests that would compromise this proposal.

Additional financial information for Mr. Markham and Ms. Sullivan are available upon request.

Dated: March 13, 2017 at Lakeport, Lake County, California.



David Markham



Anakalia Sullivan

Lake Indigent Defense
REQUEST FOR PROPOSAL NUMBER :1012-0217
CONTRACT FOR INDIGENT PUBLIC DEFENDER SERVICES

VII. Attachments

- a. Sample Independent Contractor Agreement

CONTRACT FOR INDIGENT DEFENSE SERVICES

This contract is made and entered into this ____ day of April 2017, by and between Lake Indigent Defense, Inc, a California Corporation ("LID") and _____ ("Subcontractor").

The term of this contract shall commence on May 7, 2017 and continue until terminated as provided in this document.

The document entitled, "Indigent Criminal Legal Defense Services Agreement Between the County of Lake and Lake Indigent Defense, Inc." ("the County Contract") has been provided to Subcontractor by email and is incorporated herein in its entirety. In performance of representation pursuant to this Contract, Subcontractor shall be responsible for compliance with all provisions contained in the County Contract as applicable to subcontractor with regard to his or her representation of indigent clients as described and detailed in the County Contract, incorporated herein. Subcontractor is required to comply with all terms and conditions in the County Contract and affirms that he or she has read the entire document, is familiar with its requirements, capable of fulfilling the requirements and agrees to comply fully at all times with the requirements of the County Contract.

Subcontractor agrees to accept representation assignments of clients from LID, as directed by LID staff, in connection with the representation of indigent person in matters in which the courts of Lake County have authority to appoint. Instances of such cases and matters are numerated in the County Contract, incorporated herein in its entirety.

Subcontractor shall have the following principal assignment:

Felony cases in both preliminary hearing level and trial level courts, conflict misdemeanor cases, conflict juvenile cases, Fifth Amendment as needed.

In addition, Subcontractor agrees to accept other matters on an-as needed basis.

Throughout the terms of this Contract, on the final day of the month or other day as directed by LID, Subcontractor shall submit the following to LID:

Reporting forms detailing specific items with regard to Subcontractor's duties pursuant to this Contract, including case name, case number, designation of case as a felony or misdemeanor, cases settled or closed, appointments received from the Court and other details as required. This written report shall be submitted in a format prescribed by LID and shall not require information subject to the attorney client or attorney work product privilege. Subcontractor agrees to provide the required information and also any information requested by LID to implement, administrate or comply with the terms of the County Contract, incorporated herein in its entirety. This reporting requirement is of material importance to LID and failure to provide the required information will result in an immediate termination of this Contract by LDI.

Subcontractor agrees not to accept any case assignment pursuant to this Contract on a private basis. Subcontractor agrees not to accept compensation, whether directly or indirectly from any source other than LID on cases assigned pursuant to this Contract.

In order to avoid a conflict of interest or the appearance of a conflict of interest between Subcontractor and LID and/or any other person Subcontractor is appointed to represent hereunder, Subcontractor shall not, during the term of this Contract and for a period of six months after the term of this contract, accept any civil case wherein LID, its officers, directors, agents, employees or subcontractors, the County of Lake, or any of its agents, officers or employees in their county capacity are named as a party.

Subcontractor may engage in the private practice of law, but no private client shall be accepted whereby Subcontractor would be unable to represent any indigent defendant who would otherwise be eligible for services pursuant to the County Contract. In addition, should Subcontractor maintain a private practice caseload, Subcontractor agrees to maintain a private practice caseload of a level, type, venue, time requirements and quantity that does not interfere with Subcontractor's duties pursuant to this Contract or any cases received pursuant to this Contract.

Section 22708 of the Government Code shall not be applicable to this Contract. Subcontractor agrees to maintain, at all times and at his or her own expense, an office within Lake County from which to conduct business with regard to clients appointed to Subcontractor pursuant to this Contract and the County Contract, incorporated herein by reference. Subcontractor also must maintain a method whereby his or her clients can leave a voice message after hours or any time when Subcontractor is not available to answer the calls. Subcontractor agrees that these messages will be checked on a regular basis and that the method for receiving voicemail not become full or unable to accept messages for any prolonged period of time. The County Contract places an importance on the ability of indigent defendants to contact their appointed counsel and this provision is included in this Contract in order to meet that goal.

Subcontractor shall furnish, at his or her own expense, clerical and/or office staff as needed to fulfill the obligations set forth in the County Contract, incorporated herein by reference.

Subcontractor shall furnish his or her own transportation and shall pay for all costs associated with all materials required in performance of Subcontractor's duties under this Contract and the County Contract, incorporated herein by reference, including office expenses, copying expenses, mileage, meals, lodging, personal items or any other item or expense associated with Subcontractor's duties under this Contract.

LID agrees to compensate Subcontractor for his or service at the rate of:
_____/month.

This amount shall be paid monthly and distributed to Subcontractor on a designated date. The availability of the check to Subcontractor depends upon when the County of Lake makes the funds available to LID, so the date is not always the same each month and holidays may change the date the amount is paid to Subcontractor. The payment will be made no later than the fifth business day following the final business day of the month. The confidentiality of Subcontractor's compensation is of material importance to LID.

Subcontractor shall indemnify and defend LID, its officers, directors, agents, employees and the County of Lake, its officers, employees and agents against and hold them harmless from any and all claims, losses, damages and liability for damages (including attorney's fees, sanctions, costs of defense incurred, whether the underlying matter to defend is terminated favorably or not) and whether from

damage to or loss of property or injury to or death of person, including properties of LID, County of Lake, injury or death of County officials, employees, agents, arising out of or alleged to arise out of or resulting from or in any way connected with Subcontractor's operation hereunder or performance or actions associated with work hereunder or under the County Contract.

Subcontractor at all times during the term of this Contract shall keep in full force and effect and at his or her own expense, the required insurance set forth in the County Contract, and shall deliver to LID, prior to performance of any work performed pursuant to this Contract, a certificate of each required policy of insurance. If said insurance is currently in place, but expires during the contract term, Subcontractor shall immediately provide a new certificate of insurance to LID without permitting any lapse or gap in coverage. All such certificates shall include the provision that each such policy will not be cancelled or terminated or the limits of liability reduced, unless LID is given written notice of same thirty days prior to said action. In addition, LID, Inc., and its officers, directors and employees shall be named as an additional insured on each of Subcontractor's policies of insurance. Furthermore, Subcontractor shall name the County of Lake, its officers, employees and agents as additional insureds on said policies of insurance, as required by the County Contract, incorporated herein by reference. Subcontractor affirms that he or she is familiar with the insurance requirements set forth in the County Contract and that he or she shall abide by the requirements at all times. Furthermore, Subcontractor agrees that he or she shall immediately provide written notification of LID of any foreseeable lapses in any of said policies of insurance, cancellation of said policies of insurance or any other termination of said policies of insurance.

Subcontractor agrees to furnish LID with written proof of this insurance at least one week prior to effective date of this Contract, such that LID can provide said proof to the County of Lake, pursuant to the County Contract, incorporated herein by reference.

The parties hereto agree that this Contract does not constitute an agreement of employment between LID and Subcontractor. Subcontractor is not an employee of LID or the County of Lake, but is an independent contractor, duly licensed to practice law in the State of California. Subject to the ethical and legal duties imposed on attorneys under the law, and subject to the requirements of this Contract, Subcontractor shall, at all times, maintain his or her own separate law office and practice and he or shall control the manner and means of his or her own representation of the clients assigned pursuant to this Contract. LID and the County of Lake are only interested in the results of the services provided.

This Contract may be terminated by:

1. Mutual consent;
2. Immediately and at any time upon refusal of Subcontractor to provide services herein required, including but not limited to: failure to provide reporting documents required by LID; failure to maintain an office as required herein; failure to maintain insurance as required or provide proof of insurance as required; failure to contact clients in a timely manner as provided in the County Contract; failure to provide a means by which clients are able to leave messages for Subcontractor; failure to accept cases and appointments as needed; failure to appear on required court dates for case or cases; State Bar action resulting in an inability to practice law.
3. With or without cause upon sixty days written notice of termination signed by a Principal of LID or its designee.
4. With or without cause, by Subcontractor upon sixty days written notice signed by Subcontractor and provided to LID, provided, however, Subcontractor as ethical duties to represent his or her

clients in a manner which does not negatively impact the clients' interests. In no event will Subcontractor be entitled to abandon his or her existing clients after any means of termination of this Contract. Subcontractor may be relieved by the court from said cases. Following the effective date of Subcontractor's termination under this Contract, he or she shall complete the representation of any existing clients pursuant to the terms of the County Contract.

5. By either party for any reason stated herein and/or upon material breach of the provisions herein.
6. By termination of the County Contract.

Subcontractor's representation of indigent clients under this Contract shall at all times comply with the ethical and legal requirements imposed on attorneys by the laws of the State of California and the local rules for the courts in which the clients are represented. In addition, Subcontractor shall comply with the following:

- 1- Subcontractor shall not be absent from any court assignment responsibility under this contract for more than ten consecutive court days or for more than fifteen court days for any calendar year. Subcontractor agrees to provide the courts with written notice of planned time away, such as vacation, at least fifteen days in advance, so that the court can be advised of the date leaving the date return. The ten court days away shall not be scheduled or taken off during a sixty-day notice period as defined in this Contract hereinabove.
- 2- In order to prevent the problem of multiple absences from court assignments of Subcontractor and other counsel similarly contracted through LID (having too many attorneys absent from the court at the same time), Subcontractor agrees that any and all leave time, vacations, time away, and so forth shall be scheduled in advance and notifications shall be provided to LID in writing at least fifteen days in advance. In no event shall Subcontractor miss more than two consecutive court days without prior notice to LID. In addition, if Subcontractor suffers illness or other medical emergency situations which necessitate missing court appearances required on cases assigned pursuant to this Contract, Subcontractor shall notify LID and the appropriate court staff immediately.
- 3- Subcontractor shall not be authorized to have other counsel make "special appearances" on his or behalf, without the prior approval of LID. No special appearances may be made by individuals who do not meet the specific insurance requirements set forth in the County Contract. In addition, for cases assigned pursuant to the County Contract and Subcontractor's Contract with LID, subcontractor shall not utilize investigative personnel who are not approved by LID as meeting the specific insurance requirements set forth in the County Contract, incorporated herein by reference. Subcontractors shall be obligated to use the investigative personnel provided by LDI unless a conflict of interest is stated by said personnel and LID grants written approval to utilize a different private investigator.
- 4- Subcontractor shall at all times comply with the requirements of the California State Bar, remain an attorney in good standing and maintain the required minimum continuing legal education (MCLE), at Subcontractor's own cost and expense as an independent contractor. Subcontractor shall immediately notify LID in writing should his or her license to practice law in State of California be suspended, revoked or surrendered.

- 5- During the entire period of this Contract and during the representation of Subcontractor of any client assigned pursuant to this Contract, Subcontractor shall maintain in good standing and at his or her own expense, an errors and omissions insurance with a carrier approved by LID, with a minimum coverage of one million dollars per occurrence. Such insurance shall include a rider requiring thirty days notice of written cancellation to LID and shall comply with all requirements set forth in the County Contract and shall include LID, Inc., its officers, employees, directors, agents, Anakalia Sullivan and David Markham, as additional insureds as well as the additional insured language already discussed herein and in the County Contract, incorporated herein by reference.
- 6- Subcontractor shall be responsible for cases pursuant to the County Contract and as distributed to Subcontractor by the Court and LID.
- 7- Subcontractor shall be responsible for providing written notification to LID on any case appointed to Subcontractor that Subcontractor believes will necessitate an amount of work that will consume Subcontractor's time such said case will interfere with Subcontractor's ability to effectively represent indigent clients to which Subcontractor is assigned. Upon such notification, Subcontractor shall schedule a meeting with a director of LID and shall discuss time estimates or any other issue relating to the case at issue which is not privileged but is relevant to understanding the expected duration of the case at issue and other factors that will aid LID in making a determination of whether or not said case can be accommodated by Subcontractor. Subcontractor agrees to abide by this requirement and to fairly estimate the time and workload and other factors associated with a case necessitating the written notice described in this paragraph.
- 8- Any amendments or additions to this Contract shall have no effect on this Contract unless they are made in writing and signed by all parties to this Contract and said amendment must specifically refer to this Contract. Subcontractor also agrees that any changes, modifications, deletions, additions of the underlying County Contract as a result of the requirements of the law or by the County of Lake, shall be incorporated into and made a part of this agreement at the same time. Subcontractor shall be promptly notified of any such changes.
- 9- The services of Subcontractor are personal and individual as to Subcontractor (the individual person executing this written Contract). No part of this Contract may not be assigned or transferred by Subcontractor to any other attorney, individual or law firm without the prior written consent of LID. Any such unconsented to assignment or transfer shall be void and of no effect. Subcontractor may not have any other individual in his or her law office or law firm, law partner or associate attorney or other in individual handle his or her cases, as assigned pursuant to this Contract and/or under this Contract without prior written consent and approval by LID.

NOTICES- All notices that are required by one party to the other under this contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified

mail addressed to the parties at the address each party furnishes to the other at the outset of this Contract hereinbelow, unless the addresses are changed by notice in writing, to the other party OR to the address maintained by Subcontractor with the State Bar of California, as available on the State Bar of California.

MAKING OF THE CONTRACT: This Contract is made and entered into by the parties in the County of Lake, State of California, and any action or proceeding arising out of or brought to enforce same shall be venued in the County of Lake, State of California.

ARBITRATION/MEDIATION: If any dispute arises between the parties under this Contract which they cannot resolve between themselves, the parties agree to resolve the dispute privately and between themselves in the following manner:

- Within the first thirty days after the dispute arises, the parties shall participate in voluntary, non-binding mediation. This time period can be extended by written agreement by and between the parties. The parties shall select a neutral mediator. If the parties cannot agree on a neutral mediator, the one will be selected by the Accountant for LID at the time the dispute arises.
- If mediation does not resolve the dispute within the above referenced time period or in the event no mediation takes place within that period, then either party can demand arbitration and the parties shall thereafter arbitrate their dispute. The arbitration shall be in accordance with the Commercial Rules of Arbitration of the American Arbitration Association, but the arbitrator and the proceedings shall not be through the auspices of the American Arbitration Association. If the parties cannot, within fifteen days after a written demand for arbitration by either of them, select a neutral arbitration upon which they can agree, the arbitration proceedings shall be heard and controlled by a retired judge or judicial arbitrator through one of the regional judicial arbitration and mediation services (JAMS). The arbitration proceedings shall be conducted in private, however, nothing preceding clause shall be deemed to prevent the confirmation of the arbitration award through a petition to a court of competent jurisdiction. Costs of arbitration shall be borne by the parties equally.

NON DISPARAGEMENT AGREEMENT: Subcontractor agrees not to make any implied or direct remarks or statements, either orally or in writing, that might tend to disparage, degrade or harm the reputation of LID, any of its officers, directors, attorney subcontractors, agents or employees. In addition, Subcontractor agrees to refer interview requests or requests by the media or any public entity concerning LID or its directors or officers to LID. Subcontractor further agrees and understands that it violates the terms of his or her agreement with LID to make any public statement or comment concerning LID, its attorneys, clients, officers, directors or other business matters without prior written consent and authorization by LID.

CONFIDENTIALITY AGREEMENT: The parties agree that, as a material part of the consideration for this Contract, this Contract, including the amount of compensation made pursuant to this Contract, shall remain confidential.

[SIGNATURE PAGE TO FOLLOW]

LAKE INDIGENT DEFENSE, INCORPORATED
A California Corporation,

Dated:

by:

David Markham

by:

Anakalia Sullivan

Dated:

SUBCONTRACTOR NAME

PRINTED NAME

STATE BAR NUMBER

MAILING ADDRESS

SOCIAL SECURITY NUMBER

Subcontractor affirms that he or she has received and reviewed a copy of the County Contract, as referenced herein and that he or she is familiar with all terms and conditions of the County Contract.

Dated:

SUBCONTRACTOR SIGNATURE