



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



**Date:** June 15, 2015  
**Board Meeting Date:** June 23, 2015  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors  
**From:** John L. Maltbie, County Manager  
**Subject:** Private Defender Program Contract

**RECOMMENDATION:**

Adopt a resolution authorizing the President of the Board of Supervisors to execute an agreement with the San Mateo County Bar Association for Private Defender Program services for the period of July 1, 2015 through June 30, 2017.

**BACKGROUND:**

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

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

The County thus avoids the considerable expense of having to enter into additional contracts for legal services in conflict of interest situations, and since the PDP panel attorneys are responsible for maintaining their own offices, the contractual arrangements avoids the costs associated with a traditional public defender office, such as facility costs and employee benefits. The current one-year agreement is scheduled to expire June 30, 2015.

## **DISCUSSION:**

Under the new two-year agreement, the Association will continue to provide legal services for all financially eligible persons entitled to a court-appointed counsel. The Association will provide representation in criminal cases, juvenile cases, mental health cases, and certain civil and miscellaneous cases. Attorneys will appear at all arraignment calendars, drug court calendars, probable cause hearing calendars, and all other calendars as requested by the Superior Court. The Association will continue to provide, within 60 days of the end of the second and fourth quarter of FY 2015-16 and FY 2016-17, the names of all attorneys who represented clients during that quarter. Attorney-client confidentiality will be carefully observed in all reports furnished to the County under this and other provisions of the contract. Annually the Association will report to the County on its efforts to provide sufficient training of all attorneys accepting cases and shall evaluate the performance of all attorneys. The actual evaluations will be confidential, but reported by number and results to the County.

The Association will have an experienced attorney on duty on each business day to receive feedback about the performance of PDP attorneys. Any complaints will be processed in accordance with the written procedure which is specified in Appendix C attached to the contract. The number and nature of all such complaints as well as their disposition will be reported annually to the County. The Association shall continue to maintain caseload information and report the results to the County on a monthly basis. The Association recognizes the importance of community outreach efforts and will work closely with the Court and the County to ensure that successful outreach programs are provided to the citizens of San Mateo County.

We believe it is in the best interest of the County and the PDP to enter into a two-year agreement at this time until the longer term effects of Proposition 47 can be determined. The Agreement contains a clause that either party may ask to meet and confer should caseloads and/or workload be significantly impacted either way. Also, the Sunny Day amendment approved by this Board on December 9, 2014 remains in full force and effect and is attached to this Agreement as Appendix A-1. This Agreement excludes the amounts the PDP receives from the State for AB109 parole revocation hearings as those allocations, by statute, must be divided equally between the District Attorney's Office and the PDP.

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

Approval of this agreement contributes to the Shared Vision 2025 outcome of a Healthy and Safe Community by ensuring that all residents of San Mateo County, regardless of their socio-economic standing, receive competent legal representation in the court of law as provided for by the United States Constitution.

**PERFORMANCE MEASURE(S):**

<b>Measure</b>	<b>FY 2013-14 Actuals</b>	<b>FY 2014-15 Estimates</b>	<b>FY 2015-16 Projections</b>
Superior Court Cases*	2,239	2,106	2,100
Municipal Court Cases	15,555	15,323	15,300
Lanterman Petris Short Act Cases	564	671	670
Juvenile Dependency Cases	507	599	600
Juvenile Delinquency Cases	1,389	1,387	1,400
Total Case Counts	20,254	20,086	20,070
Number of Training Seminars	18	19	19

\*This category includes Superior and Municipal Court civil cases, such as contempt's, paternity, probate, etc.

**FISCAL IMPACT:**

The new two year agreement will increase the contract amount by \$1,047,327 or 6% in FY 2015-16, and \$370,056 or 2.0% in FY 2016-17, for a total increase in Net County Cost of \$1,417,383. The County will compensate the Association a total of \$18,502,766 for services rendered during FY 2015-16 and \$18,872,822 for services rendered during FY 2016-17. (These amounts do not include the Sunny Day amendment, which has a not-to-exceed amount of \$5 million.) The new contract amounts are included in the FY 2015-16 and FY 2016-17 Recommended Budget as June revisions.

The PDP fee schedule for attorney and investigator services has not been adjusted since 2008. The increases in this agreement will allow the PDP to adjust its fees by as much as 10%, thus maintaining a parity of resources and a competitive balance between prosecutorial and defense services.