

AGREEMENT FOR INDIGENT DEFENSE SERVICES

THIS AGREEMENT is made and entered into on _____, 2024, by and between Diego Andrade hereinafter “Attorney”, and the County of Kings, hereinafter “County.”

WITNESSETH:

WHEREAS, the right of all persons to be represented by counsel in criminal prosecutions is guaranteed by the Constitution of the United States and the Constitution of the State of California; and

WHEREAS, the cost and expenses of counsel in the representation of indigent defendants, hereinafter “Clients”, is a proper and lawful charge upon the County; and

WHEREAS, it is in the public interest that County contract with private counsel to render the usual and customary legal services for the defense of the accused; and

WHEREAS, Attorney was selected based on qualifications in FY 23-24 to perform public defenders services and related services on a contractual basis; and

WHEREAS, Attorney is ready, willing and able to provide indigent legal services to Clients as assigned.

NOW, THEREFORE, the Parties agree as follows:

1. **TERM**

This Agreement shall take effect on September 1 2024, and shall remain in effect through August 31, 2025. The Agreement may be extended by two (2) one-year terms upon mutual written agreement of the parties. The term of this contract is subject to the provisions regarding termination as set forth in Section Eight (8) below.

2. **SCOPE OF ATTORNEY SERVICES**

A. **General.** Attorney shall represent Clients whom the Court has deemed indigent, pursuant to assignment to one or more Court departments as determined by the County’s Contract Administrator, hereinafter “Contract Administrator” and in accordance with the provisions of this Agreement. Attorney’s duties include, but are not limited to, those set forth in Exhibit A.

B. **Pending Cases; Transition.** At the commencement of this Agreement, County shall cooperate fully with Attorney to cause the orderly transition of legal services from Attorney’s predecessor to Attorney. Upon termination of this Agreement, Attorney shall cooperate fully with County, Contract Administrator, and with any other persons as may be designated by County to succeed Attorney, to cause the orderly transition of legal services from

Attorney to his or her successor. The cooperation specified in this subsection includes, but is not limited to, the releasing of such files, papers, and records as may be required to carry out the provisions of this Agreement and any subsequent agreement with a successor attorney and to ensure the continued adequate legal representation of Clients.

If Attorney has continuing obligations regarding any Clients assigned by the Court prior to the commencement of Attorney's duties pursuant to this Agreement, Attorney shall continue to represent such Clients under the terms of this Agreement.

C. Rotating Appointments. Attorney expressly acknowledges that County has contracted with other attorneys for the same or similar contractual responsibilities, hereinafter "Other Attorneys". Court appointments shall be made on a rotating basis to Attorney and to Other Attorneys who may have the same or similar contractual responsibilities.

D. Cooperative Efforts. The Parties intend that through the cooperative efforts of Attorney with Other Attorneys and with Contract Administrator that a comprehensive representation of the indigent system of Clients will be provided and that all necessary court appearances in connection therewith will be made in a timely and efficient manner. Attorney shall cooperate with Other Attorneys to provide conflict coverage for each other which may occur due to conflict of interest or other appropriate absence, such as sick leave, an arising emergency, or bereavement leave. No additional compensation shall be charged to County by Attorney for court appearances for Other Attorneys. In order to facilitate court coverage, Attorney will obtain and carry a cell phone or other such device and provide the Court, County, and Contract Administrator with the number.

E. Conflicts; Procedure and Duties. Attorney shall establish a system for screening new appointments upon intake to discover potential conflicts of interest. In the event that Attorney has a conflict preventing representation of any Client pursuant to this Agreement, Attorney shall advise the Court and Contract Administrator of the conflict. The Attorney shall assist in the transfer of the case to Other Attorney to provide indigent legal services of the same type. Non-contracting counsel shall not be appointed to provide indigent legal services unless and until all Other Attorneys who have contracted to provide services of the type in question have each individually declared a conflict, or have otherwise been disqualified from providing the legal services. Non-contracting counsel refers to any outside Counsel that does not have a signed agreement for the representation of indigent defense with the County. Attorney shall screen all private, non-contract, cases carefully and decline to represent any private case which may require any of them to "conflict out" of an existing or subsequent contract-appointment case. Upon discovery of a conflict of interest or other ethical consideration which precludes further representation, Attorney shall immediately notify the affected Client(s) and move the court to be relieved as counsel.

F. Continuation of Services After Termination. Unless otherwise notified by County or by mutual agreement, upon termination of this Agreement for any reason, Attorney shall nevertheless continue to represent existing Clients through all necessary court proceedings. Services shall be provided in such cases in the same manner as provided in this Agreement. Compensation for such services shall be at the prevailing rate as established by the Court.

3. **MINIMUM PROFESSIONAL QUALIFICATIONS**

Attorney represents that he or she is an active member of the California State Bar in good standing and has the necessary professional qualifications and abilities to provide the indigent legal services as required by this Agreement. Attorney represents that he or she will comply with all federal, state and local statutes, regulations and ordinances regarding such professional qualifications including any applicable mandatory continuing legal education (MCLE) requirements.

4. **STANDARDS OF REPRESENTATION**

Attorney shall meet the legal standards required for providing competent representation in California pursuant to California and Federal law consistent with constitutional and professional standards including the California Rules of Professional Conduct and the Business and Professions Code.

Specifically, Attorney shall comply with the following, which shall serve as examples and not limitations on Attorney's duties:

1. Duty of careful factual and legal investigation. (See *People v. Ibarra*, 60 Cal.2d 460 [1963] regarding duty to research the law and raise settled objections; *In re Saunders*, 2 Cal.2d 1033 [1970] regarding duty to investigate medical reports and conduct psychiatric examinations to support a diminished capacity defense; and ABA Standards on the Defense Function [hereinafter referred to as "ABA Standards"] Section 4.1.)
2. Duty to take prompt action to protect a client's legal rights. (See ABA Standards, Section 3.6a [including procedural steps such as moving for pretrial release, obtaining psychiatric examination, moving for change of venue or continuance, suppression of illegally obtained evidence, severance from jointly charged defendants, or dismissal].)
3. Duty to keep the client informed. (See ABA Standards, Section 3.8.)
4. Duty to prepare for jury selection, examination of witnesses, submission of instructions and presentation of argument at trial. (See ABA Standards, Section 7.2(a) and 7.2(b).)
5. Duty to know and explore sentencing alternatives. (See ABA Standards, Section 8.1(b).)
6. Duty to advise concerning appeals. (See ABA Standards, Section 8.2(a).)
7. Duty not to accept more cases than can be competently handled. (See *Martin v. State Bar*, 20 Cal.3d 717 [1978].)
8. Duty not to handle a legal matter which the lawyer knows or should know that he/she is not competent to handle. (See ABA Code of Professional Responsibility, Canon 6, Disciplinary Rule No. 6-101 (a).)
9. Duty to maintain client confidences and secrets.
10. Duty to advise of immigration consequences. (See *Padilla v. Kentucky* (2010) 559 U.S. 356.)

5. COMPENSATION

A. Rate. Attorney shall be compensated in the amount of \$99,000.00 in full satisfaction for all services rendered by Attorney under this Agreement in twelve (12) equal monthly payments. In the event that Attorney commences his or her duties under this Agreement, or this Agreement is terminated for any reason, on other than a monthly or annual anniversary date, the compensation shall be prorated based upon a thirty (30) day month.

B. Payment. Compensation shall be paid monthly within thirty (30) days following the month in which services are provided. Payments shall only be made upon claims submitted on the claim form (Exhibit C) in excel format, which shall be emailed to the Finance Department at KCDOA@co.kings.ca.us by the tenth (10th) day of each month for the preceding month's services.

Other litigation expenses, as specified in Section Ten (10), shall be paid by County upon Attorney submitting a county claim form, to which shall be attached an order of the Court fixing the expenses to be paid. Each claim shall include:

1. The claimant's information, including name and remittance address;
2. Case numbers related to each claim under description and the amount;
3. Receipts or invoices for the other litigation expenses claimed;

Any claim for which the above is not provided shall be deemed an insufficient claim. All claims including sufficient backup documentation are due no later than forty-five (45) days after the expense has occurred. Claims that exceed forty-five (45) days may not be eligible for payment. County reserves the right to request additional documentation at its discretion to determine the appropriateness of the claim.

C. Minimum Continuing Legal Education Reimbursement. Attorney may be eligible for up to one thousand dollars (\$1,000) in reimbursements for Minimum Continuing Legal Education (MCLE) credits per fiscal year. Reimbursable expenses may include: registration or course fees, lodging, and mileage. Attorney must submit a County claim form to which sufficient documentation is attached:

1. All invoices with dates of expense, location, Attorney name, and proof of payment.
2. Proof of completed MCLE credit.
3. Course information: date, location, time, and title.

County reserves the right to request additional documentation at its discretion to determine the appropriateness of the claim.

Any claim for which the above is not provided shall be deemed an insufficient claim. All claims including sufficient backup documentation are no due no later than forty-five (45) days

after the expense has occurred. Claims that exceed forty-five (45) days may not be eligible for payment.

D. Additional Compensation. Attorneys who demonstrate specialized knowledge and experience to provide legal defense for Juvenile Dependency, Juvenile Delinquency, and capital cases may be provided additional compensation as specific in Exhibit B.

In accordance with Sections 14 and 15, Attorney shall make such records available to County in any proceedings to recover such costs from whoever may be obligated to reimburse County pursuant but not limited to the provisions of Sections 987.4, 987.6, 987.9, 4750, and 4751 of the Penal Code and Government Code section 27712.

E. Non-Appropriation. Notwithstanding anything to the contrary herein, County shall not be liable to pay Attorney any amounts whatsoever under this Agreement, and Attorney shall have no obligation to provide service hereunder, unless and until the Board of Supervisors of Kings County budgets and appropriates funds for such purpose. Both Parties understand, acknowledge and agree that during the term of this Agreement due to State and County Budget issues it is possible that the Board of Supervisors may be required to amend the County Budget and reduce the amount budgeted and appropriated for the purpose of paying Attorney hereunder, and consequently the amount of compensation due Attorney hereunder may be reduced accordingly by County.

F. Closure of Courts. Both Parties understand, acknowledge, and agree that due to State budget issues it is possible that the Court may close its operations either for portions of days or for an entire day or days. If at any time during the term of this Agreement, the Court does close for portions of days or for an entire day or days, then the compensation provided may be subject to appropriate reduction. Such percentage reduction shall be calculated by dividing the number of hours by which the Court's operation is reduced by the number of hours the Court was open prior to the partial closure.

G. Compensation is Sole Source of Income For Services. Attorney shall not accept directly or indirectly anything of value as consideration or as a gift for services rendered pursuant to this Agreement, except for compensation under this Agreement from the County. Attorney shall neither charge nor receive any fee or payment directly or indirectly from any Client or Client's relative, employer, friend, employee or agent for services rendered pursuant to this Agreement.

6. ADMINISTRATION OF AGREEMENT

County shall designate a contract administrator ("Contract Administrator") who shall ensure the enforcement of the terms of this Agreement and coordinate the duties of Attorney with that of Other Attorneys. Attorney expressly agrees to comply with any and all courtroom assignments and coordination of duties as determined by Contract Administrator.

Contract Administrator at the time of execution of this Agreement is:

Shani Jenkins
P.O. Box 1461
Visalia, CA 93277
(559) 747-9540

If County at any time during the term of this Agreement designates another person as Contract Administrator, County shall immediately notify Attorney in writing of the replacement Contract Administrator's name and contact information.

7. **INDEPENDENT CONTRACTOR**

Attorney is an independent contractor and not an agent, officer or employee of County, Contract Administrator, or of any Other Attorney with whom County has contracted to provide indigent legal services. The Parties mutually understand that this Agreement is by and between the County and an independent contractor and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. Attorney shall have no claim against County for employee rights or benefits.

Any persons employed by Attorney shall be under Attorney's exclusive direction, supervision, and control. Attorney has exclusive responsibility for the acts of Attorney's employees and agents as they relate to the services to be provided under this Agreement. Attorney's employees and agents shall not be entitled to any rights or privileges of employees of County and shall not be considered in any manner to be officers, agents, or employees of the County or the Contract Administrator.

As an independent contractor, Attorney will be responsible to County only for the good faith performance of this Agreement in conformity with the Rules of Professional Conduct of the State Bar of California and not for the specific manner in which their duties are performed or their professional judgment is exercised. Because Attorney is an independent contractor, it shall be their sole and absolute responsibility to comply with all federal, state and local statutes, regulations and ordinances respecting this Agreement.

8. **TERMINATION**

A. **No Cause Termination.** Either Party may without cause, for any reason or no reason at all, terminate this Agreement by giving ninety (90) days prior written notice of termination to the other Party.

B. **Cause Termination.** Either Party may terminate this Agreement as a result of a material breach. The Non-defaulting Party shall provide written notice to the other Party, declaring a default in the performance of this Agreement. Such notice shall specify with particularity the basis of such default. Provided the default is not a violation of Section 4 above and is remediable, the Defaulting Party may be allowed to undertake a cure or propose a cure to

such default within ten (10) working days after notice and shall proceed diligently to correct the default to the Non-defaulting Party's satisfaction. Should 1) the default be a violation of Section 4; 2) the default not be remediable; or 3) the cure can not be accomplished or undertaken in good faith, the Non-defaulting Party may elect to terminate this Agreement, which termination shall be effective and final upon ten (10) days prior written notice.

C. Failure to Perform. County also reserves the right to terminate this Agreement in the event that Attorney is unable to perform services under this Agreement due to the failure or inability of the Court to regularly appoint Attorney to represent Clients or in the event that the Attorney is no longer able to perform his or her duties. Such termination shall be effective upon ten (10) days prior written notice.

9. **LIMITED PRIVATE PRACTICE PERMISSIBLE**

Attorney shall coordinate with the Contract Administrator to be available for assignment of Clients when Court is in session.

Attorney shall not be prohibited from engaging in private civil or criminal legal work provided that no private case shall be knowingly accepted or work done in connection therewith which would cause a conflict of interest to arise in the continued representation of an appointed case. Attorney shall not allow any legal work or work of any kind to interfere with the quality, timeliness, or efficient rendering of legal services under this Agreement.

10. **COSTS AND EXPENSES; INVESTIGATION AND EXPERT ASSISTANCE**

Attorney shall be solely responsible for all costs and expenses incurred in performing legal services pursuant to this Agreement except for court reporter fees, court interpreter fees, investigator fees, filing fees, transcript fees, expert fees and witness fees paid out of the Court's budget.

Attorney shall obtain such expert assistance, interpreters, and investigators as needed to effectively represent the Client after obtaining approval and appointment by the Court. Attorney, in making the request for appointment, shall present to the Court a detailed statement outlining the reason such an appointment is necessary as well as a statement of the cost that will be incurred by the County in approving such an appointment. If the County establishes a contract for investigative services, court interpreter services, or other professional services, Attorney will utilize the services of said contracted professionals in the performance of his or her legal services under this Agreement.

11. **USE OF TERMS**

Use of terms throughout this Agreement shall be deemed to apply equally to proceedings involving adults and minors. For example, "court appearances" "trial" and "sentencing" shall be deemed to include respectively "settlement conference or detention hearing" "adjudication" and "disposition."

12. **INDEMNIFICATION**

Attorney shall indemnify, defend, and hold harmless County, elected members of the Board of Supervisors, its agents, officers, and employees, from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Attorney's operations or services provided hereunder, including, but not limited to, any workers' compensation claims, suits, liability, or expense, arising from or connected with services performed on behalf of Attorney by any person pursuant to this Agreement.

Attorney shall also indemnify, defend, and hold harmless County, its agents, officers, and employees, from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any professional error, omission, or negligent act of Attorney.

13. **INSURANCE**

Attorney shall obtain and maintain insurance at all times while performing services hereunder, and demonstrate proof of insurance to the County Risk Manager, with the following terms and limits:

A. General liability insurance to cover Attorney's office space to the extent that Attorney maintains an office in an amount of not less than one hundred thousand/three hundred thousand dollars (\$100,000/300,000) combined single limit, which policy shall name County as an additional insured;

B. Workers' compensation if and as required by law; and

C. Comprehensive Auto Liability insurance enforced for all owned and non-owned vehicles with a combined single limit of at least one hundred thousand/three hundred thousand dollars (\$100,000/300,000) per occurrence.

D. Professional liability insurance in an amount not less than one hundred thousand dollars (\$100,000) per occurrence and three hundred thousand dollars (\$300,000) annual aggregate limit covering Attorney's wrongful acts, errors and omissions.

The cost of obtaining such insurance shall be borne by Attorney. All policies shall be endorsed to state that coverage shall not be canceled, reduced in coverage or limits, except after thirty (30) days prior written notice being given to County.

14. **FINANCIAL ELIGIBILITY DETERMINATION**

Determination of financial eligibility or indigency evaluation is the sole responsibility of

the Court. Non-privileged information subsequently obtained by Attorney which suggests that a Client is not eligible for appointment of counsel shall be provided to the Court. At the request of the Court, Attorney shall attend, as a witness, any hearing regarding Client's ability to reimburse County for the value of Attorney's services. Attorney's participation in such a hearing remains subject to appropriate claims of privilege. Upon commencement of representation, Attorney shall advise Client of the requirements of this section.

15. **RETENTION OF FILES AND AUDITS**

Attorney shall maintain all files and time records for each case in a safe and, if necessary, confidential storage consistent with applicable laws, regulations and ethical responsibilities. Attorney shall give County access to non-privileged portions of such files, whether in hard copy or electronic form, necessary for administration of this Agreement, such as time records, costs of litigation, court orders for appointment of counsel, subcontracts, books, ledgers, and payment of conflict counsel, or any other documents pertaining to administering this Agreement, for a period of at least five (5) years. Attorney may wish to obtain direction from Client in written form prior to commencement of representation regarding the ultimate disposition of the file. If such disposition includes authorization to destroy, Attorney must, at the very least, retain time records and documents that pertain to contract administration for a period of five (5) years.

16. **REPORTS**

A. Attorneys agrees to submit to the County the following reports at the times prescribed below. Failure to submit required reports may be considered a breach of this contract and may result in the County withholding payment until the required reports are submitted.

B. Attorney shall provide the CAO a monthly report of services rendered by Attorney as court-appointed counsel in juvenile dependency cases (Welfare and Institutions Code section 300 et seq.) Said reports shall include all time spent on each such case during the prior month and such other information of a non-privileged nature as the CAO may specify from time to time. The report shall be submitted within ten (10) working days after the end of each calendar month.

C. Attorney shall provide the CAO a monthly report of services rendered by Attorney as court-appointed counsel in prison cases. Said reports shall include all time spent on each such case during the prior month and such other information of a non-privileged nature as the CAO may specify from time to time. The report shall be submitted within ten (10) working days after the end of each calendar month.

D. Bar Complaints: Attorney shall immediately notify the County in writing if the Attorney becomes aware that a complaint lodged with the State Bar Association has resulted in their public or private reproof, suspension, or disbarment. In the event of a report of a private reproof, County shall maintain confidentiality of said report to the extent permitted by

law.

16. **NO ATTORNEY-CLIENT RELATIONSHIP**

This Agreement does not create the relationship of Attorney and client between the undersigned and the County.

17. **ASSIGNMENT; SUBCONTRACTING**

This Agreement is personal to Attorney and is not assignable in whole or in part by Attorney.

Services to be provided by Attorney may be subcontracted with notice to the County and the permission of the Contract Administrator.

18. **ENTIRE AGREEMENT**

This Agreement, including Exhibit A and Exhibit B, shall constitute the entire and sole agreement between the Parties and shall supersede any prior agreements entered into by the Parties. The Recitals and Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

19. **SEVERABILITY**

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

20. **WAIVER**

No waiver of a breach of any provision of this Agreement shall constitute a waiver of a breach of any other provision, or another breach of the same provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

21. **MODIFICATION OF AGREEMENT**

This Agreement may be modified only by a written amendment signed by the parties.

22. **NOTICES**

To Attorney:

Diego Andrade

1525 E. Noble Ave. PMB #163
Visalia, CA 93292
559-697-3646

To the County:

Kyria Martinez, County Administrative officer
Kings County Government Center
1400 W. Lacey Boulevard
Hanford, CA 93230
559-852-2375

With a Copy To:

Diane Freeman, County Counsel
Kings County Government Center
1400 W. Lacey Boulevard
Hanford, CA 93230
559-852-2375

Any notices required under this Agreement shall be made by first-class mail or email. Notice shall be deemed to have been given three (3) days after deposit in the mail or email. Notices shall be given to the parties at the following addresses:

Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the Party to which its signature represents.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above.

COUNTY OF KINGS

By: _____
Doug Verboon, CHAIRMAN
Kings County Board of Supervisors

ATTORNEY

By:  _____
Diego Andrade

RISK MANAGEMENT APPROVED AS TO
INSURANCE

By: _____
Sarah Poots, Risk Manager

APPROVED AS TO FORM

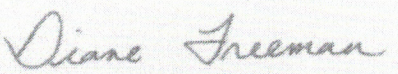
By:  _____
Diane Freeman, County Counsel

EXHIBIT "A"

DUTIES RELATING TO REPRESENTATION OF INDIGENT DEFENDANTS

- A. Attorney shall provide quality representational services to all eligible clients to whom the Attorney is appointed by the Court, consistent with any applicable rules of professional conduct and standards of care. Attorney shall follow the duties and responsibilities outlined in this Agreement.
- E. Except as provided herein, the Attorney shall be timely available for all Court appearances, and meet all performance requirements of this Agreement and of the Courts. The Attorney shall utilize available office space in Kings County for interviewing and consulting with clients.

Attorney shall maintain adequate office space open during normal business hours for appointments with potential eligible clients who are not in custody. Attorney shall maintain published office addresses and phone numbers and telephone answering services or devices for the taking of telephone messages during non-business hours. Attorney shall use best practices to return calls from clients that leave a message seeking a return call within twenty-four (24) hours. for

- F. In-custody eligible clients shall be interviewed within seventy-two (72) hours, excluding weekends and holidays, of Attorney's appointment, absent extenuating circumstances. Out of custody eligible clients may make an appointment with Attorney who shall make available an appointments at an office in Kings County within five business days of Attorney's appointment. In all cases, Attorney shall personally speak with the client prior to the date of the first court appearance following appointment by the Court.
- G. Attorney shall keep all courts informed of the status of pending cases to which he or she has been appointed and shall advise the courts at the earliest possible time as to whether cases will be settled or go to trial, whether continuances are needed, whether or when interpreters will be needed, and other such matters bearing on the scheduling of cases before the courts.
- H. Attorney shall adequately cover all courts within the County through which services are to be provided under this contract. "Adequately cover" means generally that the business of the court is not unreasonably delayed because of the absence of/or lack of preparation of the Attorney.
- I. In the event that Attorney are unable to appear for any matter to which they have been appointed, then Attorney shall arrange for other counsel to appear on their behalf, at no cost to the County.

EXHIBIT "B"

**ADDITIONAL COMPENSATION FOR JUVENILE DEPENDENCY,
JUVENILE DEQUENCY AND/OR SPECIAL CIRCUMSTANCES, FELONY CASES**

- A. The County will provide additional compensation to a select number of qualifying attorneys for the representation of juvenile dependency, delinquency and/or special circumstances, capital defense cases based on the County's needs. Attorneys must maintain the requisite experience and education to qualify for such additional compensation and may be required to provide proof of qualification.
- B. Additional compensation shall be established at the time of the execution of the Agreement and payable in accordance with section five (5).
- C. The County reserves the right to award such additional compensation based on the needs of the County. Education and experience do not guarantee additional compensation for Attorney.
- D. The Attorney will be notified of any additional compensation through issuance of the Purchase Order upon execution of an Agreement.
- E. Juvenile Dependency and Delinquency Cases. Attorneys must have knowledge and experience in juvenile law, including without limitation, as required by Welfare and Institutions Code section 317.6, Welfare and Institutions Code section 634.3, California Rules of Court 5.660 and California Rule of Court 5.664

Selected attorneys who are assigned juvenile dependency and delinquency cases may be eligible for an additional \$24,000.00. Payments shall be made in twelve (12) equal monthly payments of \$2,000.00.

Attorneys receiving this compensation shall be scheduled in Juvenile courtrooms five (5) days per week for court appointments.

- F. Felony Cases. Attorney must have knowledge and experience to be qualified as lead counsel in serious felony cases as defined in accordance with Penal Code section 1192.7 subd. (c).

Attorneys who demonstrate competency in felony matters may be eligible for an additional \$33,000.00. Payments shall be made in twelve (12) equal monthly payments of \$2,750.00.

- G. Post Conviction Cases. Attorneys must provide representation to those individuals meeting the criteria for consideration of PC 1473.7, PC 1170(d)(1), PC 1170.95 /PC 1172.6(SB 1437/SB 775) and PC 3051 (Franklin Hearing)
Attorneys assigned these cases may be eligible for an additional \$30,000.00 Payments shall be made in twelve (12) equal monthly payments of \$2,500.00.