MEMORANDUM
OFFICE OF THE
COUNTY EXECUTIVE
COUNTY OF PLACER

TO: Honorable Board of Supervisors
FROM: Thomas M. Miller, County Executive Officer
Richard E. Colwell, Chief Assistant Executive Officer R E Colwell
By: Bekki Riggan, CEO Principal Management Analyst
DATE: June 27, 2006
SUBJECT: Approval of Contract for Primary Public Defender Services

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Action Requested

The County Executive Office recommends your Board approve and authorize the Chairman of the Board to sign three contracts associated with transitioning Primary Public Defense services to a new provider:

1) A contract with John A. Barker and Associates to assume Primary Public Defense services for the period from July 1, 2006 to June 30, 2010 in the amount of $16,830,255;

2) Ninety-day contracts with the Law Offices of Tauman and Koukol in the amount of $455,000, and with the Law Office of Dan Clymo in the amount of $76,000 to bring to conclusion pending cases and to effectuate a smooth transition of legal services to the new provider.

Background

California counties are responsible for providing certain legal services to persons that cannot afford to pay for competent and effective counsel, including:

- Defending eligible clients charged with the commission of any offense triable in Placer Courts;
- Representing eligible clients concerning conservatorships;
- Representing eligible clients for various mental health proceedings;
- Representing eligible clients for various juvenile delinquency court proceedings;
- Helping eligible clients collect wages and other demands that do not exceed $100;
- Defending eligible clients in any civil litigation in which the Public Defender believes the person is being persecuted or unjustly harassed;
- Representing eligible clients for paternity cases in which the county or the state has filed suit (e.g., family support cases);
- Representing eligible clients in a proceeding relating to the nature of conditions of detention, or other restrictions prior to adjudication of treatment or of punishment.

Placer County Public Defender services are provided at Court locations, including the Historic Auburn Courthouse, the DeWitt Center, the Jail Courtroom, Juvenile Court, the Roseville Court and the Tahoe Court. Public Defender services also include mental health hearings at the County's Cirby Hills facility in Roseville. The services will be reconfigured when the Courts move to the South Placer Justice Center in 2007. Negotiations will resume at that time to identify siting and lease costs.

In California, many counties provide public defender services through combinations of a county department for primary services and private sector contracts for conflict representation. Due to comparatively high costs associated with operating a county department versus a private contract, several counties, including Placer County, have determined it is cost effective to contract with the private sector, rather than create a county department for indigent public defense services. It remains the County Executive Office's opinion that indigent public defense services are best obtained through contracts with the private sector.

On February 23, 2006, the County released a competitive Request for Proposals (RFP) for Public Defender services to be effective upon the expiration of the current contracts. The County received a total of five RFP responses: two for Primary services, one for First Level Conflict services, and two for Second Level Conflict services. The Court did not have a previous contract for Second Level Conflict services. On June 13, 2005, your Board approved contracts for First and Second Level Conflict Public Defender Contracts with the laws firms of Mark A. Berg and Balcom and Carbone. All levels of Public Defender Service contracts involve an initial four-year term with options to extend the contract for two, two-year periods.

The two proposals received for Primary services were from the current provider, Law Office of Tauman and Koukol, and from John A. Barker and Associates. Bids for a total period of four years were as follows:

- Initial bid from the Law Office of Tauman and Koukol was $28,044,000 and was later revised to $25,500,000;
- Initial bid from John A. Barker & Associates was $15,081,127 and was later revised to $16,830,255.

The current four-year contact for Primary Defense services with the Law Office of Tauman and Koukol at a cost of $15,016,775 will run from July 1, 2002 to June 30, 2006.

An RFP evaluation and interview panel was formed consisting of six voting members from County and Court staff. The interview panel conducted a thorough evaluation process commensurate with prescribed procurement policies to identify the responses which best met the requirements of the County and the criteria set forth in the RFP solicitation documents.

Court, Probation, County Counsel and County Executive staff carefully examined each response and collaborated to conduct reference checks of each bidder's qualifications. Judicial officers, chief probation officers, prosecution and defense staff and county executive offices were contacted in each of the seven counties who currently contract with the Law Office of John A. Barker and Associates. Positive responses complimenting the firm's professionalism, the quality of defense services and the relationships established with local justice partners were received from each contact county.

Following the due diligence review, including examination of the written proposals, reference checks, and interviews, the evaluation panel members agreed unanimously upon the final ranking and recommendations. The Law Office of John A. Barker and Associates was determined to be most advantageous to the County. Employees of the current contract service provider, Law Office of Tauman and Koukol, have been encouraged to apply for continued employment with the selected firm. In fact, many offers have been made and accepted to date, which will facilitate the transition of pending criminal cases handled by that staff to the new

provider. However, the Law Office of Tauman and Koukol is currently assigned to represent defendants in many other pending cases. The current contract requires Tauman and Koukol to continue to represent these defendants until relieved by the Court.

The County Executive Office recognizes that ancillary costs will occur during the transition of the Primary Public Defense services contract. Two transition contracts are recommended to limit County liability for these costs and to facilitate an orderly transition of legal services to a new provider. A ninety-day contract extension in the amount of $433,000 with the Law Office of Tauman and Koukol and a new contract in the amount of $76,000 with the Clymo Law Firm are recommended to carry to conclusion cases pending at the time of expiration of the current contract on June 30, 2006.

Fiscal Impact

Public Defender services are funded on an annual basis primarily by the County General Fund, and offset by the collection of consumer fees and state funding, which total approximately $100,000 per year. Total combined four-year costs for Primary Public Defense services are identified at $16,830,255. The total contract amount includes one-time funding of $695,000 that will be set aside in a separate account earmarked for technology upgrades to comply with County requirements for data collection and reporting and $85,000 for ongoing technology maintenance and support. The contract also incorporates an annual 5% cost-of-living increase for years two through four.

FY 2006-07	FY 2007-08	FY 2008-09	FY 2009-10	Total Contract
$ 4,438,570	$ 3,930,749	$ 4,127,286	$ 4,333,650	$16,830,255

Recommendation

The County Executive Office recommends your Board approve and authorize the Chairman of the Board to sign three contracts associated with transitioning Primary Public Defense services to a new provider:

1) A contract with John A. Barker and Associates to assume Primary Public Defense services for the period from July 1, 2006 to June 30, 2010 in the amount of $16,830,255;

2) Ninety-day contracts with the Law Offices of Tauman and Koukol in the amount of $455,000, and with the Law Office of Dan Clymo in the amount of $76,000 to bring to conclusion pending cases and to effectuate a smooth transition of legal services to the new provider.

CONTRACT FOR LEGAL REPRESENTATION OF INDIGENT PERSONS IN THE COUNTY OF PLACER

THIS CONTRACT is made and entered into this 27th day of June 2006 by and between the COUNTY OF PLACER ("COUNTY") and John A. Barker and Associates ("ATTORNEY") or jointly referred to as "Parties":

WITNESSETH

WHEREAS, the right of all persons against whom criminal prosecutions are brought to be represented by counsel is guaranteed by the Constitution of the United States and the Constitution of the state of California; and

WHEREAS COUNTY is obligated by law to provide legal services for persons financially unable to retain counsel; and

WHEREAS, the cost and expense of such counsel in the representation of indigent defendants is a proper and lawful charge upon COUNTY; and

WHEREAS, ATTORNEYS have submitted a proposal pursuant to Request for Proposal (RFP) Number 9554 to perform Primary Public Defender services and related duties on a contractual basis for a period of four (4) years, with options to renew for two subsequent two-year extensions; and

WHEREAS, it is in the public interest that COUNTY employ private counsel to render the usual and customary legal services of a public defender, and the parties desire to contract with respect thereto; and

WHEREAS ATTORNEY represents and warrants that it is competent to render all legal services required by the Contract.

NOW, THEREFORE, the Parties hereto agree:

1. **RFP NUMBER 9554:** - COUNTY's issuance of, and ATTORNEY's response to, RFP Number 9554 is hereby incorporated and made a part of this Contract, as are all Contract attachments referenced herein.

2. **SCOPE OF ATTORNEY SERVICES:** –ATTORNEY agrees to perform functions, duties, and professional legal services in accordance with Attachment A, ATTORNEY Scope of Service.

3. **CONTRACT TERMS: TERMINATION:**
   A. Term: This Contract shall become effective July 1, 2006 and shall remain in effect through June 30, 2010 unless extended by mutual written consent or terminated per this Section.

B. Termination:

1. This Contract may be terminated by the Parties upon the provision of no less than one hundred twenty (120) calendar days written notice.

2. COUNTY may terminate this Contract by providing no less than thirty (30) calendar days advance written notice for any of the following actions or inactions by ATTORNEY:

    a. Pleading no contest to or being found guilty of a felony or a crime involving moral turpitude;
    b. Persistent failure to perform the duties of this Contract, including failure to provide required information and reports;
    c. Disability that substantially interferes with the performance of duties and is permanent or is likely to become permanent;
    d. Conduct prejudicial to the administration of justice which brings the ATTORNEY into disrepute; or
    e. Undertaking to represent at COUNTY expense persons who are not in fact indigent and thus are not entitled to ATTORNEY services;
    f. Refusal of the Placer County Superior Court (Court) to appoint ATTORNEY as public defender in criminal cases;
    g. Disqualification from the practice of law.

3. In the event of a vote of "no confidence" by a majority of the judicial members of the Superior Court bench conducted at any time during the term of this Agreement, or any extension, ATTORNEY shall be considered in default if its obligations under the Agreement. Attorney shall be notified of such vote of "no confidence" by the Oversight Committee and shall be provided a written statement of the deficiencies resulting in such vote. ATTORNEY shall have a period of ninety (90) days to cure said deficiencies and comply with any plan of correction. ATTORNEY shall meet with the Oversight Committee after forty-five (45) days to review its progress in correcting the deficiencies. If ATTORNEY fails to cure the deficiencies within the correction period, then COUNTY may terminate this agreement by providing thirty (30) days advance written notice.

4. **REPRESENTATION OF CASES AFTER EXPIRATION:**

A. At the expiration of this Contract, ATTORNEY shall carry to conclusion all cases pending at that time unless relieved by the Court.

B. Compensation for services under this Section as mandated by the Court shall be based upon the rates set forth in the then-effective Court rules and in accordance with Penal Code Section 987.3. A prerequisite to any payment for such services shall be the submission by ATTORNEY to COUNTY of full documentation of services rendered, rates charged, and activities billed.

C. As to pending cases where the Courts are willing to authorize a substitution of counsel to a new provider of COUNTY public defender services, at the expiration

of the Contract, ATTORNEY shall be relieved of the obligation to provide further representation.

1. At the expiration of this Contract, ATTORNEY agrees to assign all existing open assigned cases and closed case files and other applicable records to the successor public defender.
2. Attorney shall execute any and all documents necessary to effect this provision.

5. **CONTRACT COMPENSATION:**

A. COUNTY agrees to pay ATTORNEY, as full compensation for services herein, the total sum of Sixteen Million Eight Hundred Thirty Thousand Two Hundred Fifty Five Dollars ($16,830,255) for a four (4) year service period and includes $695,000 which will be set aside in a separate account maintained by the County for technology upgrades and acquisitions. All other compensation will be payable in monthly installments in accordance with the payment schedule on Attachment B; and

B. Upon written agreement of the Parties, the payment schedule on Attachment B may be amended by COUNTY for the purpose of advancing funds which may become necessary for ATTORNEY to procure new office space. Such payment schedule amendment shall in no way whatsoever mean, or imply to mean, that the reimbursable value of this contract has changed, unless changes are provided to the total contract value in this Section by written agreement of the Parties; and

C. ATTORNEY agrees to accept appointment of one capital case during any calendar year of the contract term. If ATTORNEY is actively defending a capital case during any year when a second or subsequent capital case requires assignment of counsel such capital case or cases will be referred for appointment from the attorney panel maintained by the Superior Court.

D. ATTORNEY shall be entitled to no additional compensation or reimbursement for any cost incurred in the provision of services required by this Contract unless additional compensation is authorized pursuant to Section 10 herein; and

E. ATTORNEY failure to provide reports to COUNTY pursuant to Section 18 herein within twenty (20) calendar days following the end of each month, and within thirty (30) calendar days from the end of each quarterly or annual period will result in a monthly payment withholding of ten percent (10%) until such time as the reports are delivered. Upon delivery of reports, COUNTY will immediately prepare a payment document representing any amounts withheld pursuant to this Section, and to be processed by the Auditor/Controller.

6. **PARTIES' COOPERATIVE APPROACH TO NEW PROGRAMS AND GRANT FUNDING:**

Parties agree to work cooperatively in the pursuit of additional funding that may become available for application by public defender programs; provided however, that such additional revenue is not utilized to supplant existing funding for services. With Parties' prior written agreement, and at COUNTY's discretion, application of COUNTY resources related to this section may be invoiced to, and

reimbursed by, ATTORNEY. Any funds pursuant to this section which involve, as a condition of funding, a pass through from COUNTY to ATTORNEY, may correspondingly involve the assessment of an ongoing COUNTY administrative fee pursuant to any such grant application budget and award. Pass-through grants pursuant to this Section will require a written contract amendment pursuant to Section 31 herein, prior to transfer of any such funds from COUNTY to ATTORNEY.

8. **INCIDENTAL EXPENSES: COST TO COUNTY:**

Costs for expert witnesses, special investigations, tests, interpreters and reports from third parties, medical and psychiatric expenses and ancillary costs may supplement the services to be provided under this contract. Such costs shall be borne by COUNTY only upon proper Court order for services in accordance with Court rules, and paid by COUNTY only upon the submission of a proper claim by service provider in accordance with COUNTY procedures.

9. **INCIDENTAL EXPENSES: COST TO ATTORNEY:**

ATTORNEY shall provide, at ATTORNEY's expense, all costs of operations required for the competent and effective performance of ATTORNEY, including but not limited to office space, utilities, supplies, attorneys, support staff, investigators, travel, library, communications including information technology, equipment, and all other costs of operations of any kind or nature whatsoever except as provided in Section 10 herein.

10. **EXTRAORDINARY EXPENSES RELATED TO AN EXTRAORDINARY CASE:**

A. An "Extraordinary Case" refers to capital cases and change of venue cases where court ordered costs for expert witnesses, special investigations; medical and psychiatric expenses and ancillary costs may supplement the services to be provided under this contract. Additional compensation for such cases may be provided in accordance with local court rules.

B. Application for funds under this section shall be by affidavit, and shall specify that the funds are reasonably necessary for the preparation or presentation of the defense. Application shall also include the specific facts or circumstances that make the application necessary, along with cost detail and an estimate of total funds expected to be sought for the case.

1. The application shall be heard by a Judge of the Court and certified by said Judge as an "Extraordinary Case" prior to application to COUNTY by ATTORNEY for funds under this Section.
2. Such application for funds shall include a copy of the "Extraordinary Case" certification from the Court.

11. **DETERMINATION OF CLIENT FINANCIAL ELIGIBILITY:**

A. As requested by the Court, ATTORNEY will cooperate in the determination of a defendant's financial ability to employ counsel pursuant to Government Code 27707: the court in which the proceeding is pending may make the final determination in each case as to whether a defendant or person described in

Attachment A is financially able to employ counsel and qualifies for the services of the public defender; and

B. ATTORNEY shall, however, render legal services as provided in Attachment A for any person the Court determines is not financially able to employ counsel until such time as a contrary determination is made by the Court. If a contrary determination is made, ATTORNEY thereafter may not render services for such person except in a proceeding to review the determination of that issue or in an unrelated proceeding; and

C. In order to assist the court or ATTORNEY in making the determination, the Court or ATTORNEY may require a defendant or person requesting to file a financial statement under penalty of perjury. The financial statement shall be confidential and privileged and shall not be admissible as evidence in any criminal proceeding except the prosecution of an alleged offense of perjury based upon false material contained in the financial statement. The financial statement shall be made available to the prosecution only for purposes of investigation of an alleged offense of perjury based upon false material contained in the financial statement at the conclusion of the proceedings for which such financial statement as required to be submitted. The financial statement shall not be confidential and privileged in a proceeding under Section 987.8 of the Penal Code.

12. **PERFORMANCE UNDER CONTRACT TO BE PRINCIPAL BUSINESS OF ATTORNEY; LIMITED PRIVATE PRACTICE PERMISSIBLE:**

A. Unless approved by COUNTY in writing and in advance on a case-by-case basis, ATTORNEY's Lead Attorney shall, during the period this Contract is in effect, serve in a full-time capacity providing public defender services in Placer County, and shall not privately defend or assist in the defense of, or act as counsel for, any person accused of any crime. ATTORNEY staff shall not be permitted to engage in the private representation of any person charged with a criminal offense in Placer County; and

B. ATTORNEY represents and warrants to the COUNTY that, while this Contract is in effect, the performance of the legal services under this Contract shall be its principal and first priority business; and

C. ATTORNEY covenants to decline to advise or represent clients, or undertake cases or legal projects, which would, or in the foreseeable future could, conflict with services under this Contract.

13. **LEGAL CONFLICTS OF INTEREST:**

A. ATTORNEY shall adhere to the Superior Court's Policy for Declaration of Conflicts of Interest in Criminal and Juvenile Cases (Attachment F) in its then-current form, for determining which cases to decline in the event that a conflict of interest requires ATTORNEY to continue representation of one client while seeking relief from further representation of another; and

B. If a Court determines that a conflict of interest exists which would prevent ATTORNEY from representing one or more eligible defendants in a pending criminal proceeding, ATTORNEY shall be relieved of providing services as

required by this agreement as to such proceeding. The parties understand that, absent such a conflict in cases with multiple defendants, ATTORNEY will be assigned to undertake the representation of the primary defendant.

14. **DISCRIMINATORY CONDUCT PROHIBITED:**

A. ATTORNEY and its subcontractors shall not unlawfully discriminate or knowingly permit unlawful discrimination on the basis of race, color, sex, religion, national origin, age, disability, sexual orientation, political beliefs, veteran's status, other non-merit factors unrelated to job duties, or any other legally protected characteristic in: hiring, promoting, discharging, or otherwise determining the conditions of employment of any person; and accepting or terminating representation of any client.

15. **DRUG-FREE WORKPLACE:**

ATTORNEY and its subcontractors shall comply with the provisions of a Drug-Free Workplace in accordance with Government Code Section 8355.

16. **SEXUAL HARASSMENT AND HOSTILE WORKPLACE PROHIBITION:**

ATTORNEY shall maintain an organization and workplace free of legally defined harassment, including but not limited to: Quid Pro Quo or unwelcome sexual advances made either explicitly or implicitly as a term or condition of employment, advancement used as the basis for employment decisions, or determination of service level; a hostile or offensive environment unreasonably interfering with an individual's work or performance; harassment by non-employees; and any related retaliation.

17. **APPOINTMENT OF OTHER COUNSEL; COSTS TO BE BORNE BY ATTORNEY:**

A. Should ATTORNEY be unable, ineligible or unavailable to provide services included in this Contract for any reason other than a documented legal conflict of interest in accordance with Section 13 herein, or is dilatory in providing such services, the Court may appoint other counsel; and

B. If the Court should determine that other counsel must be appointed for any reason other than a documented conflict of interest, such as the granting of a Marsden motion for reasons other than "breakdown in communications;" ATTORNEY shall be responsible for all costs associated with such court-appointed counsel; and

C. Compensation provided in Section 5 shall be offset by an amount equivalent to the cost COUNTY incurs as a result of services provided by such other counsel as described in this Section. COUNTY shall provide cost detail to ATTORNEY concerning any such payment offsets at the time an offset is effected.

18. **RECORDS AND REPORTS:**

A. ATTORNEY shall maintain an integrated, networked case reporting and management information system to provide COUNTY with financial, caseload and performance data and management, and workload and statistical reports as set forth in RFP Number 9554. ATTORNEY shall maintain existing and new records and reports:

1. As required and requested by COUNTY including, but not limited to, reports to enable the Court, in appropriate proceedings, to determine the amount of reasonable attorney's fees for the purpose of assessment of costs pursuant to Penal Code 987.4 and 987.8; and
2. To enable COUNTY to obtain reimbursement from the state of California under the provisions of Government Code 15200-15204, and as otherwise required by COUNTY to determine caseload; and
3. At a minimum, such records shall be maintained for each case in accordance with Attachment C, and shall include the number of hours spent by ATTORNEY, associate attorneys, support staff, investigators, associated charges, and any other related charges incurred in the defense of said case, provided that such disclosure shall not violate attorney-client privilege.

B. ATTORNEY shall provide the Presiding Judge of the Superior Court with the names of the attorneys of the firm, their experience, qualifications, and areas of specialization, and shall update this information as applicable and necessary.

C. ATTORNEY shall submit a monthly report to the COUNTY on the then-current COUNTY prescribed report (Attachment D) no later than the twentieth (20th) calendar day of each following month.
1. Only those cases determined by the COUNTY and the Courts as fitting the Definition of a Case shall be reported.

D. ATTORNEY shall submit an annual report to the COUNTY Board of Supervisors in a format approved by the COUNTY.

19. <u>RECORDS RETENTION AND COUNTY ACCESS:</u>

A. ATTORNEY shall maintain, in safe storage, all significant administrative files, i.e. personnel and financial, including time records and billing reports, for at least seven (7) years; and

B. ATTORNEY shall maintain existing and new case records in accordance with a Records Management Retention schedule, or longer as necessary for compliance with applicable sections of California law.
1. Death penalty and homicide case records shall be retained for at least the life of the individual sentenced, with documents copied and mailed to COUNTY pertaining to any records release to other entities per Court order; and
2. County shall have access to such files as necessary for administration of this Contract or a successor Contract. COUNTY guarantees confidential treatment of such files. COUNTY shall not be permitted access to any case file without a Court order or the written consent of ATTORNEY.

20. <u>STANDARDS OF REPRESENTATION:</u>

A. ATTORNEY agrees to follow applicable public defender standards of representation published by the American and California Bar Associations, including the California Bar Association's Rules of Professional Conduct; prevailing local court rules; and applicable provisions of California law; and

B. Attorney shall provide quality representation of indigent defendants consistent with constitutional and professional standards, providing diligent and conscientious services.

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to clients. ATTORNEY shall contact a client within forty-eight (48) hours of appointment by the Court.

C. Parties agree that the application of standards contained in this Section shall not result in financial compensation to ATTORNEY over and above the amount stated in Section 5 herein.

21. OVERSIGHT:

A. COUNTY, through a representative of the County Executive Office and a representative of the Superior Court Executive Committee shall confer as an Oversight Committee on at least a quarterly basis to maintain oversight and evaluation of public defender services. Such oversight shall include recommendations and related implementation review applicable to maintaining services in conformance with standards as set forth in this Contract, and generally acceptable practices by public defender programs in California; and

B. COUNTY and Courts shall review and provide input concerning any changes to ATTORNEY management staff; and

C. At any time during the contract term, the Superior Court Executive Committee may advise COUNTY that a majority of it's then current judicial members have conducted a vote of "no confidence" and seek to initiate the process described in section 3 (B)(3). In such event, the Oversight Committee shall meet to develop a statement of deficiencies and a plan of correction for ATTORNEY. COUNTY shall cooperate with the Executive Committee in review and evaluation of the ATTORNEY'S correction plan and in taking any further action required by the ATTORNEY'S failure to satisfy said correction plan.

22. OFFICE REQUIREMENTS:

Business Office: ATTORNEY shall maintain a publicly accessible office within Placer County as necessary to competently and capably fulfill the requirements of the Contract.

23. STAFFING REQUIREMENTS:

A. ATTORNEY shall employ attorneys, investigators, law clerks, interviewers and administrative staff sufficient to provide coverage for all Courts located throughout Placer County, and as necessary to competently and capably fulfill the requirements of this Contract, at a minimum as follows:

FY2006/07 Staffing: minimum full-time (full time defined as averaging at least forty (40) hours per week) attorney staff shall be equivalent to twenty-eight (28) attorneys (including two (2) contract attorney); two (2) certified law students; five (5) full time investigators; one (1) full time office manager; three (3) full time secretaries; and one (1) full time secretary/receptionist. COUNTY shall have the right to verify the staffing and salaries represented by ATTORNEY in the RFP process.

B. ATTORNEY shall have a least one staff member who is qualified and certified to represent a defendant in a capital case. ATTORNEY shall be entitled to petition the court for additional compensation in such cases pursuant to Section 10 of this Agreement.

C. Parties acknowledge that it may take up to twelve (12) months to fully comply with the minimum staff level requirements set out in this agreement, as cases transition and ATTORNEY retains new staff, after which time, ATTORNEY's failure to provide minimum staff levels as stated herein may result in payment deductions pursuant to Section 17 herein.

D. Changes to ATTORNEY management staff included in the RFP response shall involve input from COUNTY and the Court bench. Changes to ATTORNEY management staff require consent of County, which will not be unreasonably withheld.

E. ATTORNEY shall seek input from the Superior Court, through its Executive Committee, on initial staffing decisions during the transition period. It is understood that the existing staff members of the prior contractor will have the opportunity to compete for staff positions with ATTORNEY. In addition, ATTORNEY will seek the input of the Executive Committee prior to hiring new staff during the contract term.

24. SUPERVISION AND EVALUATION:

ATTORNEY shall maintain a procedure for internal systematic supervision and evaluation of staff performance. Performance evaluations are to be based upon personal monitoring by the ATTORNEY's Director or Chief Attorney and shall be augmented by regular, formalized comments by judges, other defense lawyers and clients.

25. PROFESSIONAL DEVELOPMENT

A. ATTORNEY shall provide funds and sufficient staff-time to permit systematic and comprehensive training to attorneys and professional staff at least in accordance with the State Bar's Minimum Continuing Legal Education (MCLE) requirements. Resources shall include continuing legal education programs, attendance at local training programs, and the opportunity to review training and professional publications and tapes; and

B. ATTORNEY shall provide at the beginning of each fiscal year a written training plan that includes specific goals and objectives for all employees.

26. MENTORING:

ATTORNEY shall maintain a process by which the most skilled attorneys are available to assist in the development of new attorneys and to those ready to begin handling more difficult cases.

27. INDEPENDENT CONTRACTOR STATUS:

A. Nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow COUNTY to exercise direction or control over the professional manner in which ATTORNEY performs the services under this Contract; provided always that the services to be provided herein by ATTORNEY are in a manner consistent with the standards governing such services and the provisions of this Contract. For all purposes arising under this Contract, ATTORNEY shall be an independent contractor as provided by law; and

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ATTORNEY and each and every member, employee, agency, servant, partner, shareholder, contractor or subcontractor of ATTORNEY shall not be, for any purpose of the Contract, an employee of the COUNTY. Furthermore, this Contract shall not under any circumstances be construed or considered to be a joint venture. As an independent contractor, the following shall apply under this Contract:

1. ATTORNEY shall determine the method, details and means of performing the services to be provided as described in this Contract;
2. ATTORNEY shall be responsible to COUNTY for the requirements and results specified by this Contract and shall not be subject to COUNTY's control with respect to the means, method, physical actions or activities of ATTORNEY in fulfillment of the requirements of the Contract;
3. ATTORNEY is not, and shall not be, entitled to receive from, or through COUNTY, and COUNTY shall not provide, or be obligated to provide, ATTORNEY with Worker's Compensation coverage, unemployment insurance coverage or any other type of employment or worker insurance or benefit required by any federal, state or local law or regulation for, or normally afforded to, any COUNTY employee;
4. ATTORNEY shall not be entitled to participate in, or receive any benefit from, or make any claim against, any COUNTY employee benefit program, including, but not limited to coverage required or provided by and federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY;
5. COUNTY shall not withhold or pay, on behalf of ATTORNEY, any federal, state or local tax, including but not limited to, any personal income tax owed by ATTORNEY;
6. ATTORNEY shall not have the authority, express or implied, to act on behalf of, bind or obligate COUNTY or any COUNTY department, COUNTY agent, or COUNTY employee in any way.

28. <u>HOLD HARMLESS AND INDEMNIFICATION:</u>

A. ATTORNEY and its subcontractors agree to protect, defend, indemnify, and hold COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. ATTORNEY agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at its sole expense. ATTORNEY also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against ATTORNEY or the COUNTY, or to enlarge in any way the ATTORNEY'S liability but is intended solely to provide for indemnification of COUNTY from liability for damages or injuries to third persons or property arising from ATTORNEY'S performance pursuant to this Contract.

B. As used above, the term COUNTY means Placer County or its officers, agents, employees, and volunteers.

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29. **INSURANCE AND INDEMNITY REQUIREMENTS:**
Incorporated herein and made a part of this agreement is Attachment E, Insurance and Indemnity Requirements.

30. **NON ASSIGNMENT OF CONTRACT:**
Inasmuch as this Contract is intended to secure the specialized services of ATTORNEY, ATTORNEY shall not assign, transfer, or subcontract this Contract or any part thereof, without the written consent of COUNTY; nor shall ATTORNEY assign any monies due or to become due herein without the written consent of COUNTY.

31. **SUBCONTRACTORS REPRESENTED IN ATTORNEY RFP RESPONSE:**
ATTORNEY represents and COUNTY hereby consents, contingent upon the delivery of certificates of insurance pursuant to Attachment E prior to the effective date of this Contract, to the utilization of two **(2) contracted attorney: Barry Jones, and Sandra Amara.**

32. **COVENANT:**
This Contract has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the state of California. All duties and obligations of the parties created herein are performable in Placer County, which shall be the venue for any action, or proceeding that may be brought, or arise out of, in connection with, or by reason of this Contract.

33. **INTERPRETATION OF CONTRACT:**
No inference in the interpretation of construction of this Contract is to be drawn or given because of the fact that is has been drawn by the COUNTY. The parties agree and represent that this Contract resulted from an equal bargaining position and that it reflects the entire understanding and agreement between the parties on those matters to which it relates.

34. **NO TERMS NOT INCLUDED, ENTIRE CONTRACT, AND MODIFICATION:**
A. This Contract contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or likewise, regarding the subject matter of the Contract shall be deemed to exist or to bind either of the parties hereto; and

B. This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations to this Contract shall be effective unless in writing and signed by both parties.

C. ATTORNEY specifically acknowledges that in entering into and executing this Contract, ATTORNEY relied solely upon the representations and agreements contained in RFP number 9554 and this Contract, and no others.

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COUNTY OF PLACER, "COUNTY"

By:_____
Bill Santucci, Chairman,
Placer County Board of Supervisors

ATTESTED BY:

_____
PLACER COUNTY CLERK OF THE BOARD

John A. Barker & Associates,
A Professional Law Corporation, "ATTORNEY":

Dated: 6-20-06

By:_____

Dated: _____

By:_____

PLACER COUNTY SUPERIOR COURT

Dated:_____

By:_____
Honorable Frances Kearney, Presiding Judge

Dated:_____

Approved as to Form:

By:_____
Anthony LaBouff, County Counsel

Attachment A –Attorney Scope of Service
Attachment B –Contract Payment Schedule
Attachment C –Attorney Case Records Requirement
Attachment D –Indigent Public Defense Program Monthly Statistical Report
Attachment E – Insurance and Indemnity Requirements
Attachment F - Superior Court's Policy for Declaration of Conflicts of Interest in Criminal and Juvenile Cases

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INDIGENT DEFENSE SERVICES
SCOPES OF WORK

1.0 Category A – Primary Public Defender

1.1 Primary Public Defender services are utilized for the legal representation of financially eligible accused persons without expense to the defendant except as provided by Section 987.8 of the Penal Code. Any person who is not financially able to employ counsel and who is charged with the commission of any contempt or offense triable in the courts is eligible for indigent defense services at all stages of the proceedings, including the preliminary examination. The primary public defender gives counsel and advice to an accused about any charges against the accused upon which he is conducting defense. In addition, the primary public defender shall prosecute all appeals to a higher court or courts of any person who has been convicted where, in the opinion of the primary public defender, the appeal will or might reasonably be expected to result in the reversal or modification of the judgment of conviction. All legal services described in this RFP are from the time of appointment to final adjudication or disposition and, as necessary, filing appeal or other legal documents pursuant to Penal Code Section 1240.1.

1.2 Services related to juvenile dependency and family law proceedings are contracted directly by the Courts, with the exception of: "Appointed Counsel" for Termination of Parental Rights in Adoption proceedings (Family Code, Chap 5, Section 7660-7730 and; "Appointed Counsel" for Minor Child to Declare Free from Parental Custody and Control (Family Code Part 4, Chap 1, 7800-7895, and; "Appointed Counsel" for Guardianship, Conservatorship, and Other Protective Proceedings (Probate Code, Chap 4, Section 1471,1472. Also, per Probate Code section 1471 and 1472 the court can appoint counsel for a proposed conservatee or a proposed ward (i.e. the minor), and; "Appointed Counsel" for Contempt proceedings in either Civil or Family cases where criminal charges could be preferred. These would be covered under GC 77003."

1.3 Additional primary public defender services include:

(a) Prosecution of actions for the collection of wages and other demands of any person who is not financially able to employ counsel where the sum involved does not exceed One Hundred Dollars ($100), and where, in the judgment of the primary public defender, the claim urged is valid and enforceable in the Courts.

(b) Representation of any person who is not financially able to employ counsel in any civil litigation in which, in the judgment of the primary public defender, the person is being persecuted or unjustly harassed.

(c) Representation of any person who is not financially able to employ counsel in proceedings under Division 4 (commencing with Section 1400) of the Probate Code.

(d) Representation of any person who is not financially able to employ counsel in proceedings under Part 1 (commencing with Section 5000) of Division 5 of the Welfare and Institutions Code, relating to the Lanterman-Petris-Short Act.

(e) Representation of any person who is entitled to be represented by counsel but is not financially able to employ counsel in proceedings under Chapter 2 of Part 1 of Division 2 of the Welfare and Institutions Code, relating to Juvenile Court Law, when such proceedings are concerned with a person alleged to be or who has been found to be within the description of the provisions of Sections 601 and 602 thereof.

(f) Representation of any indigent person who requires counsel pursuant to Section 686.1 of the Penal Code (capital cases).

(g) Representation of any person who is not financially able to employ counsel in a proceeding of any nature relating to the nature or conditions of detention, of other restrictions prior to adjudication, of treatment, or of punishment resulting from criminal or juvenile delinquency proceedings.

(h) Representation of all indigent persons in paternity cases in which the County or the state has filed suit against such indigent individual.

(i) Representation of any indigent person falling under mental health proceedings, including attending these hearings at any court or other location as specified by the Court.

(j) Representation of all indigent persons in Habeas Corpus proceedings pertinent to underlying criminal cases.

(k) In those cases in which a change of venue is ordered transferring a case from Placer County to another county, the primary public defender shall defend such defendant in such other county.

1.4 The Contractor shall maintain records on the cases assigned under the contract, including, but not limited to, the data elements listed in **Attachment C**.

1.5 The Contractor shall also submit a monthly report, as detailed in **Attachment D**, ad hoc reports as periodically requested by the County, an annual report, and other relevant workload and case related statistics as requested. Failure to provide the monthly report to the County within twenty (20) calendar days from the end of month and within thirty (30) calendar days of a quarterly or annual period may result in a monthly payment withholding of 10% until the reports are delivered. Upon delivery of reports, the County will immediately prepare a payment document to be processed by the Auditor/Controller. In addition, the offeror will be required to actively participate in any and all cost-recapture mechanisms for services provided as specified by statute, county policy or local court rule.

2.0 Category B – First Level Conflict Public Defender

2.1 Conflict Public Defender Services are utilized for the legal representation of accused persons as described under Category A where the Primary Public Defender has a legal conflict of interest or other lawful liability in accordance with Section 987.2 of the Penal Code. All legal services described in this RFP are from the time of appointment up to and including final adjudication or disposition and, as necessary, filing appeal or other legal documents pursuant to Penal Code Section 1240.1.

2.2 The responsibility to defend the individual extends to change of venue cases. Special payment arrangements will be made for death penalty offenses.

2.3 The Contractor will also be responsible for providing the County with relevant workload and case-related statistics as required, and to actively participate in any and all cost-recapture mechanisms for services provided as specified by statute, County policy or local court rules.

2.4 The Contractor will be responsible for all felony conflict cases that originate in the Tahoe court once the case has been transferred out of the Tahoe court. The majority of these cases will be post preliminary hearing, however, on occasion; some cases will be prior to preliminary hearing. The Contractor will not carry any misdemeanor cases that originate in the Tahoe court.

3.0 Category C – Second Level Conflict Public Defender Services

3.1 Second Level Conflict services will be utilized for the legal representation of accused persons where the primary and conflict public defenders have a legal conflict of interest. All legal services described in this RFP are from the time of appointment up to and including final adjudication or disposition and, as necessary, filing appeal or other legal documents pursuant to Penal Code Section 1240.1.

3.2 The responsibility to defend the individual extends to change of venue cases. Special payment arrangements will be made for death penalty offenses.

3.3 The Contractor will also be responsible for providing the County with relevant workload and case-related statistics, as required, and to actively participate in any and all cost-recapture mechanisms for services provided as specified by statute, County policy or local court rules.

CONTRACT PAYMENT SCHEDULE - John A. Barker & Associates

Payment Due:			Annual Balance Remaining			
YEAR ONE - July 1, 2006 - June 30, 2007			$ 3,743,570.00	$	3,499,000.00	Original Cost
July 1, 2006	$	311,964.17	$ 3,431,605.83	$	147,420.00	2 additional Attorneys
August 1, 2006	$	311,964.17	$ 3,119,641.67	$	12,150.00	Bar Dues (450 per attorney)
September 1, 2006	$	311,964.17	$ 2,807,677.50	$	85,000.00	IT maintenance and support
October 1, 2006	$	311,964.17	$ 2,495,713.33	$	3,743,570.00	Subtotal
November 15, 2006	$	311,964.17	$ 2,183,749.17	$	695,000.00	Technology - First year only
December 1, 2006	$	311,964.17	$ 1,871,785.00	$	4,438,570.00	Total for Year One
January 1, 2007	$	311,964.17	$ 1,559,820.83			
February 1, 2007	$	311,964.17	$ 1,247,856.67			
March 1, 2007	$	311,964.17	$ 935,892.50			
April 1, 2007	$	311,964.17	$ 623,928.33			
May 1, 2007	$	311,964.17	$ 311,964.17			
June 1, 2007	$	311,964.17	$ -			
Total Year One	$	3,743,570.00				
YEAR TWO - July 1, 2007 - June 30, 2008			$ 3,930,748.50	$	3,930,749	5% Increase
July 1, 2007	$	327,562.38	$ 3,603,186.13			
August 1, 2007	$	327,562.38	$ 3,275,623.75			
September 1, 2007	$	327,562.38	$ 2,948,061.38			
October 1, 2007	$	327,562.38	$ 2,620,499.00			
November 1, 2007	$	327,562.38	$ 2,292,936.63			
December 1, 2007	$	327,562.38	$ 1,965,374.25			
January 1, 2008	$	327,562.38	$ 1,637,811.88			
February 1, 2008	$	327,562.38	$ 1,310,249.50			
March 1, 2008	$	327,562.38	$ 982,687.13			
April 1, 2008	$	327,562.38	$ 655,124.75			
May 1, 2008	$	327,562.38	$ 327,562.38			
June 1, 2008	$	327,562.38	$ -			
Total Year Two	$	3,930,748.50				
YEAR THREE - July 1, 2008 - June 30, 2009			$ 4,127,285.93	$	4,127,286	5% Increase
July 1, 2008	$	343,940.49	$ 3,783,345.43			
August 1, 2008	$	343,940.49	$ 3,439,404.94			
September 1, 2008	$	343,940.49	$ 3,095,464.44			
October 1, 2008	$	343,940.49	$ 2,751,523.95			
November 1, 2008	$	343,940.49	$ 2,407,583.46			
December 1, 2008	$	343,940.49	$ 2,063,642.96			
January 1, 2009	$	343,940.49	$ 1,719,702.47			
February 1, 2009	$	343,940.49	$ 1,375,761.98			
March 1, 2009	$	343,940.49	$ 1,031,821.48			
April 1, 2009	$	343,940.49	$ 687,880.99			
May 1, 2009	$	343,940.49	$ 343,940.49			
June 1, 2009	$	343,940.49	$ 0.00			
Total Year Three	$	4,127,285.93				
YEAR FOUR - July 1, 2009 - June 30, 2010			$ 4,333,650.22	$	4,333,650	5% Increase
July 1, 2009	$	361,137.52	$ 3,972,512.70			
August 1, 2009	$	361,137.52	$ 3,611,375.18			
September 1, 2009	$	361,137.52	$ 3,250,237.67			
October 1, 2009	$	361,137.52	$ 2,889,100.15			
November 1, 2009	$	361,137.52	$ 2,527,962.63			
December 1, 2009	$	361,137.52	$ 2,166,825.11			
January 1, 2010	$	361,137.52	$ 1,805,687.59			
February 1, 2010	$	361,137.52	$ 1,444,550.07			
March 1, 2010	$	361,137.52	$ 1,083,412.56			
April 1, 2010	$	361,137.52	$ 722,275.04			
May 1, 2010	$	361,137.52	$ 361,137.52			
June 1, 2010	$	361,137.52	$ (0.00)			
Total Year Four	$	4,333,650.22				
		Total 4 Year Contract		**$**	**16,830,255**	

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INDIGENT DEFENSE SERVICES
DATA COLLECTION REQUIREMENTS

1. Client Records

The contractor must maintain reliable records to permit the County to audit billings, workload and performance, including client records that identify:

1. Name of Client
2. Date assigned to the case
3. Financial eligibility of client
4. Category of representation:
   a. Juvenile Delinquency
   b. Adult Misdemeanor
   c. Adult Felony
   d. Paternity
   e. Adult Probation
   f. LPS/Conservatorship
   g. Drug Court
   h. Modifications:
      From Juvenile Dependency
      To Juvenile Dependency
   i. Other
5. Case number
6. The charge or nature of the case
7. Applicable code section(s)
8. Hours worked, by case and major task; e.g. investigations, court appearances
9. Name(s) of attorney staff
10. Other staff
11. Outside personnel or expert witnesses used
13. Disposition of cases
14. Judge of court disposing of case
15. Record of court appearances
16. Date case closed
17. Attorney shall refer client to Revenue Services for evaluation of ability to pay as provided in the process approved by the County and Courts. Attorney shall keep sufficient records to account for hours dedicated to the case for use in any subsequent hearings held by the court.

2. Financial Records

Financial records shall comply with Generally Accepted Accounting Principles (GAAP), and shall be capable of capturing costs by case.

PLACER COUNTY INDIGENT PUBLIC DEFENSE
Monthly Statistical Report

Submission required 20 days following the end of each month

Name of Provider: _____

Month/Year: _____

Date Prepared: _____ **Prepared by:** _____

Caseload:	+ Beg Cases Outstanding	+ Cases Appointed	- Cases Closed	= Balance	Disposition of Closed Cases: FTA	Dismissed	Relieved		Guilty Pleas	Trials		Total Hours
							Relieved	Conflict		Trials	Trials to Verdict	
Adult Felony												
Adult Misdemeanor												
Adult Violation of Probation												
Juvenile Delinquency												
LPS/Conservatorship												
Paternity												
Drug Court												
Civil Contempt												
Criminal Contempt												
Proposition 36												
Mental Health												
Modification												
Miscellaneous												
Other assigned cases (list type):												
TOTALS	0	0	0	0	0	0	0	0	0	0	0	

CERTIFICATION STATEMENT:

I certify that the information contained in this report is true and accurate to the best of my knowledge, and that the conflicts policy has been adhered to with respect to supervisorial review and approval.

_____
Signature

_____
Date:

_____
Title

INDIGENT PUBLIC DEFENSE CONFLICT CASE DECLARATIONS
1st LEVEL CONFLICT PUBLIC DEFENDER

Name of Provider: _____

Month/Year: _____

Please use additional sheets if necessary

Reasons for Conflict Declaration:	# of Cases conflicted to 2nd level		*Case Name	Case #	Principal Charge	Cite section from Conflict Policy for each case listed (see left margin)
1. Due to private practice						
2. Specific Section From Conflict Policy:						
3. Multiple Party Cases						
4. Conflicts with current clients						
5. Former clients as witnesses or victims						
6. Other circumstances:						
b.i. - Substantial Appearance of Conflict						
b.ii. - Staff/Family						
b.iii. - Colorable Claim/Marsden						
b.iv. - Non-frivolous suit against counsel						
b.v. - Other						
7. F - Related Case						
7 generally. Non Disclosure/Basis Privileged or Proceedings In Camera						

PROVIDER STAFFING DETAIL

Due on the first month of each calendar quarter based on 1st month information

Name of Provider: _____

Month/Year: _____

Name	Position Title	Courtroom Assignment

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INDIGENT DEFENSE SERVICES
INDEMNIFICATION AND INSURANCE REQUIREMENTS

All Contractors and Subcontractors shall adhere to the following indemnification and insurance requirements:

1.0 HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Contractor hereby agrees to protect, defend, indemnify, and hold the County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contract or agreement. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge, in any way, the Contractor's liability, but is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this contract or agreement.

As used above, the term "County" means Placer County or its officers, agents, employees and volunteers.

2.0 INSURANCE

Upon execution of contract, the Contractor shall file with County a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A:VII showing.

2.1 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

A) Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employers' liability insurance shall be provided in amounts not less than one million dollars ($1,000,000) each accident for bodily injury by accident, one million dollars ($1,000,000) policy limit for bodily injury by disease, and one million dollars ($1,000,000) each employee for bodily injury by disease.

B) If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

C) Each Workers' Compensation policy shall be endorsed with the following specific language:
Cancellation Notice "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County."

D) Contractor shall require all sub-Contractors to maintain adequate Workers' Compensation Insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

2.1 GENERAL LIABILITY INSURANCE

A) Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by, or on behalf of Contractor, covering bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by Contractor in this Agreement.

B) One of the following forms is required:
1. Comprehensive General Liability;
2. Commercial General Liability (Occurrence); or
3. Commercial General Liability (Claims Made).

C) If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
1. One million dollars ($1,000,000) each occurrence;
2. One million dollars ($1,000,000) aggregate.

D) If Contractor carries a Commercial General Liability (Occurrence) policy:
1. The limits of liability shall not be less than:
   i) One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage);
   ii) One million dollars ($1,000,000) for Products-Completed Operations;
   iii) One million dollars ($1,000,000) General Aggregate.
2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this contract, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars ($2,000,000).

E) Special Claims Made Policy Form Provisions:

Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

1. The limits of liability shall not be less than:
   i. One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage);
   ii. One million dollars ($1,000,000) aggregate for Products-Completed Operations;
   iii. One million dollars ($1,000,000) General Aggregate.

The insurance coverage provided by Contractor shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

E) Endorsements:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

1. "The County, its officers, agents, employees and volunteers, and the County of Placer, its officers, agents, employees and volunteers, are to be covered as insureds for all liability arising out of operations, or on behalf of, the named insured in the performance of this Agreement."
2. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County with respect to any insurance or self-insurance programs maintained by County, and no insurance held or owned by County shall be called upon to contribute to a loss."
3. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to County."

2.2 AUTOMOBILE LIABILITY INSURANCE

Automobile Liability insurance shall be provided covering bodily injury and property damage in an amount no less than one million dollars ($1,000,000) combined single limit for each occurrence.

Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

2.3 PROFESSIONAL LIABILITY INSURANCE (ERRORS AND OMISSIONS)

Professional Liability Insurance for Errors and Omissions coverage shall be provided in the amount of not less than five hundred thousand dollars ($500,000) in aggregate.

The insurance coverage provided by contractor shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

PLACER COUNTY SUPERIOR COURT
POLICY FOR DECLARATION OF CONFLICTS OF INTEREST
(Rev. 1/19/06)

The following policy is adopted for the purpose of giving guidance to the court and counsel regarding the circumstances under which a conflict of interest is to be declared regarding the representation of a criminal defendant.

1. APPLICATION OF THE POLICY:
The conflicts policy shall be applicable to declarations of conflict by any appointed counsel, whether such counsel is the Placer County Public Defendant, Conflicts Firm, or private attorney appointed by the court.

2. CONSTRUCTION OF POLICY:
Whenever possible, consistent with legal ethics and the fundamental right of any criminal defendant to be represented by counsel who is free of conflicts of interest, this policy shall be liberally construed to *avoid* a declaration of conflict so as to give full and appropriate effect to contractual arrangements between the County of Placer and appointed counsel.

3. MULTIPLE DEFENDANT CASES:
   a. Counsel appointed by the court shall not represent different defendants involved in the same or related criminal conduct, whether or not the defendants are separately or jointly charged.
   b. Privately retained counsel shall not represent multiple defendants charged in the same criminal proceeding unless a full and knowledgeable waiver is obtained from each defendant in writing and orally in open court after inquiry by the court.
   c. Declarations of conflict in multiple defendant cases may be made by any attorney without the prior approval of a supervising attorney.
   d. Whenever a conflict is declared, the Public Defendant shall retain the client having the more serious or complex case from that of the Conflicts Firm; the conflicts Firm shall retain the client having the more serious or complex case from that of private appointed counsel.

4. CONFLICTS WITH CURRENT CLIENTS:
   a. Counsel appointed by the court shall not represent a defendant where an *adverse* witness or victim is a client currently being represented by such counsel. For the purposes of this policy, "currently being represented" means:
      1. A client who has an active, pending charge or violation of probation,
      2. A defendant for whom counsel is actively seeking post-judgment relief, or

3. Counsel currently is counsel of record for a minor in a juvenile delinquency or dependency proceeding, whether or not there currently is a pending petition in such juvenile proceeding.

b. Absent unusual circumstances, the fact that counsel represents a witness *supporting* the defendant will not disqualify counsel from representing the defendant.

c. A declaration of conflict under this section shall require the approval of a senior or supervising attorney.

5. FORMER CLIENTS AS WITNESSES OR VICTIMS:

a. A declaration of conflict shall not be made merely from the fact that a former client is a victim or witness in the current action.

b. A declaration of conflict may be made if all of the following circumstances are present:

1. Counsel is in possession of confidential information concerning the former client. "Confidential information" does not include information that is part of the public record or may readily be obtained by opposing counsel, such as records of conviction, employment and school records.
2. The confidential information is relevant to the current proceeding.
3. Counsel will or may be called upon to use the confidential information against the former client in the defense of the client in the current case.

c. A declaration of conflict under this section shall require the approval of a senior or supervising attorney.

6. DECLARATION OF CONFLICT IN OTHER CIRCUMSTANCES:

a. Merely because a conflict existed in the past does not mean that there is a conflict in the current case. Each case is to be evaluated as to current conflicts. It is presumed, for example, that the Public Defender shall represent a defendant on a current probation violation, even though there had been a conflict in representation on the original case.

b. Counsel may declare a conflict in the following additional cases:

1. Where there is a substantial appearance of conflict. Examples of such circumstances include former clients who were frequently represented by counsel, or cases where the former client has had a recent and substantial case with counsel.
2. Where a witness or victim is a member of the office staff of counsel of a member of such staff's family. Merely having knowledge of or acquaintance with the witness or victim shall not be grounds for a declaration of conflict of the entire office of counsel, but may warrant re-assignment of the case within counsel's firm.
3. Where a former client seeks to set aside a conviction and there is a colorable claim of ineffective assistance of counsel. "Colorable claim" means one which would credibly establish the possibility

that the prior counsel had failed to perform with reasonable diligence and that, in absence of counsel's failings, the conviction would not have resulted. The colorability of the claim may be determined in a procedure generally in the style of a *Marsden* motion.

4. Suit against counsel by the current client unless the suit is patently frivolous, the suit is based on grounds already determined by the court in a *Marsden* motion to be without merit, and there is no conflict of interest other than as reflected in the suit. (*People v. Horton (1995)* 11 Cal.4th 1068, 1104-1107.)
5. Any other circumstance where counsel reasonable believes a conflict should be declared.

c. A declaration of conflict under this section shall require the approval of a senior or supervising attorney.

7. WHEN A CONFLICT IS DECLARED:

a. Conflicts shall be declared as soon as discovered.
b. Notice of the declaration of conflict made by the Public Defender shall be immediately given to the Conflicts Firm, including a brief explanation of the nature of the conflict.
c. Counsel shall safeguard any confidential information obtained from a client to avoid any unnecessary "contamination" of other counsel.
d. The file, absent any confidential information, shall promptly be given to the next appointed counsel. The following procedure shall be used when conflicts are discovered in cases in Departments 8 and 13: If the conflict is declared in open court with Conflicts counsel present, the file shall be exchanged in open court. If Conflicts counsel is not present, the file shall be deposited in a box for that purpose located in the clerk's office for the department.
e. Whenever a conflict appears possible, particularly in a multiple defendant cases, counsel will conduct themselves in a manner to minimize conflicts in any realignment of counsel.
f. When a conflict is declared, the new attorney generally will assume representation of the client in all pending matters, even though no conflict exists as to the other matters.
g. The court shall inquire into the circumstances of the conflict, including, if necessary, holding proceedings in camera. Counsel, however, shall not be required to disclose confidential information, even to the court.

CONTRACT FOR LEGAL REPRESENTATION
OF INDIGENT PERSONS IN THE
COUNTY OF PLACER
Contract #

THIS CONTRACT is made and entered into this 27th day of June 2006, by and between the COUNTY OF PLACER ("COUNTY") and the Clymo Law Firm ("ATTORNEY") or jointly referred to as "Parties":

WITNESSETH

WHEREAS, the right of all persons against whom criminal prosecutions are brought to be represented by counsel is guaranteed by the Constitution of the United States and the Constitution of the state of California; and

WHEREAS, COUNTY is obligated by law to provide legal services in certain cases for persons financially unable to retain counsel; and

WHEREAS, the cost and expense of such counsel in the representation of indigent defendants is a proper and lawful charge upon COUNTY; and

WHEREAS, ATTORNEY has agreed to perform legal services for criminal cases currently pending and assigned to Tauman and Koukal, and related duties on a contractual basis for a period of ninety (90) days; and

WHEREAS, ATTORNEY represents and warrants that it is competent to render all legal services required by the Contract.

NOW, THEREFORE, the Parties hereto agree:

1. **SCOPE OF ATTORNEY SERVICES:** –ATTORNEY agrees to perform functions, duties, and professional legal services in accordance with Attachment A, ATTORNEY Scope of Service.

2. **CONTRACT TERMS: TERMINATION:**
   A. Term: This Contract shall be for a period of ninety (90) days unless extended by mutual written consent or terminated per this Section. Parties acknowledge that court will reassign cases as appropriate to the new provider of Primary Public Defense services and therefore as cases are resolved and reassigned, the caseload is anticipated to decline in each month of the contract period.

   B. Termination:

   1. COUNTY may terminate this Contract by providing no less than thirty (30) calendar days' advance written notice for any of the following actions or in-actions by ATTORNEY:

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a. Pleading no contest to, or being found guilty of, a felony or a crime involving moral turpitude;
b. Persistent failure to perform the duties of this Contract, including failure to provide required information and reports;
c. Disability that substantially interferes with the performance of duties and is permanent or is likely to become permanent;
d. Conduct prejudicial to the administration of justice which brings the ATTORNEY into disrepute; or
e. Undertaking to represent at COUNTY expense persons who are not, in fact, indigent and, thus, are not entitled to ATTORNEY services;
f. Refusal of the Placer County Superior Court (Court) to appoint ATTORNEY as conflict counsel in criminal cases;
g. Disqualification from the practice of law.

3. CONTRACT COMPENSATION:

A. COUNTY agrees to pay ATTORNEY, as full compensation for services herein, the total sum of Seventy Six Thousand dollars ($76,000) for a ninety (90) day period, payable in monthly installments in accordance with the payment schedule on Attachment B; and

B. ATTORNEYS' failure to provide reports to COUNTY pursuant to Section 16 herein within twenty (20) calendar days following the end of each month will result in a monthly payment withholding of ten percent (10%) until such time as the reports are delivered. Upon delivery of reports, COUNTY will immediately prepare a payment document representing any amounts withheld pursuant to this Section, and to be processed by the Auditor/Controller; and

4. INCIDENTAL EXPENSES: COST TO COUNTY:

Costs for investigators, expert witnesses, special investigations, tests, interpreters and reports from third parties, and the cost of non-capital homicide investigations, medical and psychiatric expenses and ancillary costs may supplement the services to be provided under this contract. Such costs shall be borne by COUNTY only upon proper Court order for services in accordance with Court rules, and paid by COUNTY only upon the submission of a proper claim by service provider in accordance with COUNTY procedures.

5. INCIDENTAL EXPENSES: COST TO ATTORNEY:

ATTORNEY shall provide, at ATTORNEY's expense, all costs of operations required for the competent and effective performance of ATTORNEY, including but not limited to office space, utilities, supplies, attorneys, support staff, travel, library, communications including information technology, equipment, and all other costs of operations of any kind or nature whatsoever.

6. DETERMINATION OF CLIENT FINANCIAL ELIGIBILITY:

A. As requested by the Court, ATTORNEY will cooperate in the determination of a defendant's financial ability to employ counsel pursuant to Government Code 27707: the court in which the proceeding is pending may make the final determination in each case as to whether a defendant or person described in Attachment A is

B. ATTORNEY shall, however, render legal services as provided in Attachment A for any person the Court determines is not financially able to employ counsel until such time as a contrary determination is made by the Court. If a contrary determination is made, ATTORNEY thereafter may not render services for such person except in a proceeding to review the determination of that issue or in an unrelated proceeding; and

C. In order to assist the Court or ATTORNEY in making the determination, the Court or ATTORNEY may require a defendant or person requesting representation to file a financial statement under penalty of perjury. The financial statement shall be confidential and privileged and shall not be admissible as evidence in any criminal proceeding except the prosecution of an alleged offense of perjury based upon false material contained in the financial statement. The financial statement shall be made available to the prosecution only for purposes of investigation of an alleged offense of perjury based upon false material contained in the financial statement at the conclusion of the proceedings for which such financial statement was required to be submitted. The financial statement shall not be confidential and privileged in a proceeding under Section 987.8 of the Penal Code.

7. **LEGAL CONFLICTS OF INTEREST:**

A. ATTORNEY shall adhere to the Superior Court's Policy for Declaration of Conflicts of Interest in Criminal and Juvenile Cases (Attachment F) in its then-current form, for determining which cases to decline in the event that a conflict of interest requires ATTORNEY to continue representation of one client while seeking relief from further representation of another; and

B. If a Court determines that a conflict of interest exists which would prevent ATTORNEY from representing one or more eligible defendants in a pending criminal proceeding, ATTORNEY shall be relieved of providing legal services in that proceeding.

8. **DISCRIMINATORY CONDUCT PROHIBITED:**

ATTORNEY and its subcontractors shall not unlawfully discriminate or knowingly permit unlawful discrimination on the basis of race, color, sex, religion, national origin, age, disability, sexual orientation, political beliefs, veteran's status, other non-merit factors unrelated to job duties, or any other legally protected characteristic in: hiring, promoting, discharging, or otherwise determining the conditions of employment of any person; and accepting or terminating representation of any client.

9. **DRUG-FREE WORKPLACE:**

ATTORNEY and its subcontractors shall comply with the provisions of a Drug-Free Workplace in accordance with Government Code Section 8355.

10. **SEXUAL HARASSMENT AND HOSTILE WORKPLACE PROHIBITION:**

ATTORNEY shall maintain an organization and workplace free of legally defined harassment, including but not limited to: Quid Pro Quo or unwelcome sexual advances made either explicitly or implicitly as a term or condition of employment, advancement used as the basis for employment decisions, or determination of service

level; a hostile or offensive environment unreasonably interfering with an individual's work or performance; harassment by non-employees; and any related retaliation.

11. APPOINTMENT OF OTHER COUNSEL; COSTS TO BE BORNE BY ATTORNEY:

A. Should ATTORNEY be unable, ineligible or unavailable to provide services included in this Contract for any reason other than a documented legal conflict of interest in accordance with Section 11 herein, or is dilatory in providing such services, the Court may appoint other counsel; and

B. If the Court should determine that other counsel must be appointed for any reason other than a documented conflict of interest, ATTORNEY shall be responsible for all costs associated with such court-appointed counsel; and

C. Compensation provided in Section 5 shall be offset by an amount equivalent to the cost COUNTY incurs as a result of services provided by such other counsel as described in this Section. COUNTY shall provide cost detail to ATTORNEY concerning any such payment offsets at the time an offset is effected.

12. RECORDS AND REPORTS:

A. ATTORNEY shall maintain a case reporting and management information system to provide COUNTY with financial, caseload and performance data and management, and workload and statistical reports. ATTORNEY shall maintain records and reports:

1. As required and requested by COUNTY including, but not limited to, reports to enable the Court, in appropriate proceedings, to determine the amount of reasonable attorney's fees for the purpose of assessment of costs pursuant to Penal Code 987.4 and 987.8; and
2. To enable COUNTY to obtain reimbursement from the state of California under the provisions of Government Code 15200-15204; and
3. As otherwise required by COUNTY to determine sufficient caseload management; and
4. At a minimum, such records shall be maintained for each case in accordance with Attachment C, and shall include the number of hours spent by ATTORNEY, associate attorneys, support staff, investigators, associated charges, and any other related charges incurred in the defense of said case, provided that such disclosure shall not violate attorney-client privilege.

B. ATTORNEY shall provide the Presiding Judge of the Superior Court with the names of the attorneys of the firm, their experience, qualifications, and areas of specialization, and shall update this information as applicable and necessary.

C. ATTORNEY shall submit a monthly report to the COUNTY on the then-current COUNTY prescribed report (Attachment D) no later than the twentieth (20th) calendar day of each following month. Only those cases determined by the COUNTY and the Courts as fitting the definition of a Case shall be reported.

13. RECORDS RETENTION AND COUNTY ACCESS:

A. ATTORNEY shall maintain, in safe storage, all significant administrative files, i.e. personnel and financial, including time records and billing reports, for at least seven (7) years; and

B. ATTORNEY shall maintain case records in accordance with a Records Management Retention schedule, or longer as necessary for compliance with applicable sections of California law.
   1. Death penalty and homicide case records shall be retained for at least the life of the individual sentenced, with documents copied and mailed to COUNTY pertaining to any records released to other entities per Court order; and
   2. County shall have access to such files as necessary for administration of this Contract or a successor Contract. COUNTY guarantees confidential treatment of such files. COUNTY shall not be permitted access to any case file without a Court order or the written consent of ATTORNEY.

14. STANDARDS OF REPRESENTATION:

A. ATTORNEY agrees to follow applicable public defender standards published by the American and California Bar Associations, including the California Bar Association's Rules of Professional Conduct; and applicable provisions of California law; and

B. Attorney shall provide quality representation of indigent defendants consistent with constitutional and professional standards, providing diligent and conscientious services to clients.

C. Parties agree that the application of standards contained in this Section shall not represent financial compensation to ATTORNEY over and above the amount stated in Section 5 herein.

15. OVERSIGHT:

A. COUNTY and a representative of the Superior Court bench shall confer on at least a quarterly basis to maintain oversight and evaluation of public defender services. Such oversight shall include recommendations and related implementation review applicable to maintaining services in conformance with standards as set forth in this Contract, and generally acceptable practices by public defender programs in California; and

B. COUNTY and Courts shall review and provide input concerning any changes to ATTORNEY staff; and

C. COUNTY may, at its discretion, appoint an Oversight Committee to satisfy the conditions in this Section.

16. STAFFING REQUIREMENTS:

A. ATTORNEY shall employ attorneys and administrative staff sufficient to provide coverage for the caseload set out in Exhibit A, and to competently and capably fulfill the requirements of this Contract, at a minimum as follows:
Minimum attorney staff shall be equivalent to three (3) full-time attorneys.

B. ATTORNEY'S failure to provide minimum staff levels as stated herein may result in payment deductions pursuant to Section 15 herein; and

17. INDEPENDENT CONTRACTOR STATUS:

A. Nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint-venture relationship, or to allow COUNTY to exercise direction or control over the professional manner in which ATTORNEY performs the services under this Contract; provided always that the services to be provided herein by ATTORNEY are in a manner consistent with the standards governing such services and the provisions of this Contract. For all purposes arising under this Contract, ATTORNEY shall be an independent contractor as provided by law; and ATTORNEY and each and every member, employee, agency, servant, partner, shareholder, contractor or subcontractor of ATTORNEY shall not be, for any purpose of the Contract, an employee of the COUNTY. Furthermore, this Contract shall not under any circumstances be construed or considered to be a joint venture. As an independent contractor, the following shall apply under this Contract:

1. ATTORNEY shall determine the method, details and means of performing the services to be provided as described in this Contract;
2. ATTORNEY shall be responsible to COUNTY for the requirements and results specified by this Contract and shall not be subject to COUNTY's control with respect to the means, method, physical actions or activities of ATTORNEY in fulfillment of the requirements of the Contract;
3. ATTORNEY is not, and shall not, be entitled to receive from or through COUNTY, and COUNTY shall not provide, or be obligated to provide, ATTORNEY with Workers' Compensation coverage, unemployment insurance coverage or any other type of employment or worker insurance or benefit required by any federal, state or local law or regulation for, or normally afforded to, any COUNTY employee;
4. ATTORNEY shall not be entitled to participate in, or receive any benefit from, or make any claim against, any COUNTY employee benefit program, including, but not limited to coverage required or provided by and federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY;
5. COUNTY shall not withhold or pay, on behalf of ATTORNEY, any federal, state or local tax, including but not limited to, any personal income tax owed by ATTORNEY;
6. ATTORNEY shall not have the authority, express or implied, to act on behalf of, bind or obligate COUNTY or any COUNTY department, COUNTY agent, or COUNTY employee in any way.

18. HOLD HARMLESS AND INDEMNIFICATION:

A. ATTORNEY and its subcontractors agree to protect, defend, indemnify, and hold COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. ATTORNEY agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at its sole expense.

ATTORNEY also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against ATTORNEY or the COUNTY, or to enlarge in any way the ATTORNEY'S liability but is intended solely to provide for indemnification of COUNTY from liability for damages or injuries to third persons or property arising from ATTORNEY'S performance pursuant to this Contract.

B. As used above, the term COUNTY means Placer County or its officers, agents, employees, and volunteers.

19. INSURANCE AND INDEMNITY REQUIREMENTS:

Incorporated herein and made a part of this agreement are the Insurance Requirements specified in Attachment E, Insurance and Indemnity Requirements. ATTORNEY has provided COUNTY with certificates of insurance evidencing general liability, worker compensation, and professional liability coverage. COUNTY has reviewed those certificates and coverage amounts and agrees that they satisfy the requirements of this provision. ATTORNEY agrees not to cancel or make any material changes to coverage with out the consent of the COUNTY for the duration of this contract.

20. NON ASSIGNMENT OF CONTRACT:

Inasmuch as this Contract is intended to secure the specialized services of ATTORNEY, ATTORNEY shall not assign, transfer, or subcontract this Contract or any part thereof, without the written consent of COUNTY; nor shall ATTORNEY assign any monies due or to become due herein without the written consent of COUNTY.

21. COVENANT:

This Contract has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the state of California. All duties and obligations of the parties created herein are performable in Placer County, which shall be the venue for any action, or proceeding that may be brought, or arise out of, in connection with, or by reason of this Contract.

22. INTERPRETATION OF CONTRACT:

No inference in the interpretation of construction of this Contract is to be drawn or given because of the fact that is has been drawn by the COUNTY. The parties agree and represent that this Contract resulted from an equal bargaining position and that it reflects the entire understanding and agreement between the parties on those matters to which it relates.

23. NO TERMS NOT INCLUDED, ENTIRE CONTRACT, AND MODIFICATION:

A. This Contract contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or likewise, regarding the subject matter of the Contract shall be deemed to exist or to bind either of the parties hereto; and

B. This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations to this Contract shall be effective unless in writing and signed by both parties.

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COUNTY OF PLACER, "COUNTY"

By:_____
Bill Santucci, Chairman,
Placer County Board of Supervisors

ATTESTED BY:

_____
PLACER COUNTY CLERK OF THE BOARD

Clymo Law Firm, "ATTORNEY":

Dated: 6/22/06 By:_____

Dated: 6/22/06 By:_____

PLACER COUNTY SUPERIOR COURT

Dated:_____ By:_____
Honorable Frances Kearney, Presiding Judge

Dated:_____ Approved as to Form:

By:_____
Anthony LaBouff, County Counsel

Attachment A: Attorney Scope of Service
Attachment B: Contract Payment Schedule
Attachment C: Attorney Case Records Requirement
Attachment D: Indigent Public Defense Program Monthly Statistical Report
Attachment E: Insurance and Indemnity Requirements

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Attachment F: Superior Court's Policy for Declaration of Conflicts of Interest in Criminal and Juvenile Cases

INDIGENT DEFENSE SERVICES
SCOPES OF WORK

1.1 The ATTORNEY has agreed to provide legal services and representation in approximately 250 felony cases pending in Placer County Superior Court and currently assigned to Tauman & Koukal to completion. In the event cases proceed to trial and, due to trial, extend beyond the 90 days, compensation will be for trial costs only and will be based upon the rates set forth in the then-effective Court rules and in accordance with Penal Code Section 987.3. A prerequisite to any payment for such services shall be the submission by ATTORNEY to COUNTY of full documentation of services rendered, rates charged and activities billed.

1.2 ATTORNEY will take all steps necessary for the re-assignment of these cases to Clymo Law Office as ATTORNEY of record and will perform all necessary and appropriate legal services until the cases are concluded in the Placer County Superior Court.

1.3 The Contractor shall also submit a monthly report, as detailed in **Attachment D**, ad hoc reports as periodically requested by the County, an annual report, and other relevant workload and case related statistics as requested. Failure to provide the monthly report to the County within twenty (20) calendar days from the end of month and within thirty (30) calendar days of a quarterly or annual period may result in a monthly payment withholding of 10% until the reports are delivered. Upon delivery of reports, the County will immediately prepare a payment document to be processed by the Auditor/Controller. In addition, the offeror will be required to actively participate in any and all cost-recapture mechanisms for services provided as specified by statute, county policy or local court rule.

Payment Schedule
Clymo Law Firm Payment Schedule

Month	Amount
July-06	$25,333
August-06	$25,333
September-06	$25,333
TOTAL	***$76,000***

INDIGENT DEFENSE SERVICES
DATA COLLECTION REQUIREMENTS

1. Client Records

The contractor must maintain reliable records to permit the County to audit billings, workload and performance, including client records that identify:

1. Name of Client
2. Date assigned to the case
3. Financial eligibility of client
4. Category of representation:
   a. Juvenile Delinquency
   b. Adult Misdemeanor
   c. Adult Felony
   d. Paternity
   e. Adult Probation
   f. LPS/Conservatorship
   g. Drug Court
   h. Modifications:
      From Juvenile Dependency
      To Juvenile Dependency
   i. Other
5. Case number
6. The charge or nature of the case
7. Applicable code section(s)
8. Hours worked, by case and major task; e.g. investigations, court appearances
9. Name(s) of attorney staff
10. Other staff
11. Outside personnel or expert witnesses used
13. Disposition of cases
14. Judge of court disposing of case
15. Record of court appearances
16. Date case closed
17. Attorney shall refer client to Revenue Services for evaluation of ability to pay as provided in the process approved by the County and Courts. Attorney shall keep sufficient records to account for hours dedicated to the case for use in any subsequent hearings held by the court.

2. Financial Records

Financial records shall comply with Generally Accepted Accounting Principles (GAAP), and shall be capable of capturing costs by case.

PLACER COUNTY INDIGENT PUBLIC DEFENSE
Monthly Statistical Report

Submission required 20 days following the end of each month

Name of Provider: _____

Month/Year: _____

Date Prepared: _____ **Prepared by:** _____

Caseload:	+ Beg Cases Outstanding	+ Cases Appointed	- Cases Closed	= Balance	Disposition of Closed Cases: FTA	Dismissed	Relieved		Guilty Pleas	Trials		Total Hours
							Relieved	Conflict		Trials	Trials to Verdict	
Adult Felony												
Adult Misdemeanor												
Adult Violation of Probation												
Juvenile Delinquency												
LPS/Conservatorship												
Paternity												
Drug Court												
Civil Contempt												
Criminal Contempt												
Proposition 36												
Mental Health												
Modification												
Miscellaneous												
Other assigned cases (list type):												
TOTALS	0	0	0	0	0	0	0	0	0	0	0	

CERTIFICATION STATEMENT:

I certify that the information contained in this report is true and accurate to the best of my knowledge, and that the conflicts policy has been adhered to with respect to supervisorial review and approval.

Signature _____ Date: _____

Title _____

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INDIGENT PUBLIC DEFENSE CONFLICT CASE DECLARATIONS
1st LEVEL CONFLICT PUBLIC DEFENDER

Name of Provider: _____

Month/Year: _____

Please use additional sheets if necessary

Reasons for Conflict Declaration:	# of Cases conflicted to 2nd level		*Case Name	Case #	Principal Charge	Cite section from Conflict Policy for each case listed (see left margin)
1. Due to private practice						
2. Specific Section From Conflict Policy:						
3. Multiple Party Cases						
4. Conflicts with current clients						
5. Former clients as witnesses or victims						
6. Other circumstances:						
b.i. - Substantial Appearance of Conflict						
b.ii. - Staff/Family						
b.iii. - Colorable Claim/Marsden						
b.iv. - Non-frivolous suit against counsel						
b.v. - Other						
7. F - Related Case						
7 generally. Non Disclosure/Basis Privileged or Proceedings In Camera						

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PROVIDER STAFFING DETAIL

Due on the first month of each calendar quarter based on 1st month information

Name of Provider: _____

Month/Year: _____

Name	Position Title	Courtroom Assignment

INDIGENT DEFENSE SERVICES
INDEMNIFICATION AND INSURANCE REQUIREMENTS

All Contractors and Subcontractors shall adhere to the following indemnification and insurance requirements:

1.0 HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Contractor hereby agrees to protect, defend, indemnify, and hold the County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contract or agreement. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge, in any way, the Contractor's liability, but is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this contract or agreement.

As used above, the term "County" means Placer County or its officers, agents, employees and volunteers.

2.0 INSURANCE

Upon execution of contract, the Contractor shall file with County a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A:VII showing.

2.1 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

A) Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employers' liability insurance shall be provided in amounts not less than one million dollars ($1,000,000) each accident for bodily injury by accident, one million dollars ($1,000,000) policy limit for bodily injury by disease, and one million dollars ($1,000,000) each employee for bodily injury by disease.

B) If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

C) Each Workers' Compensation policy shall be endorsed with the following specific language:
Cancellation Notice "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County."

D) Contractor shall require all sub-Contractors to maintain adequate Workers' Compensation Insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

2.1 GENERAL LIABILITY INSURANCE

A) Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by, or on behalf of Contractor, covering bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by Contractor in this Agreement.

B) One of the following forms is required:
1. Comprehensive General Liability;
2. Commercial General Liability (Occurrence); or
3. Commercial General Liability (Claims Made).

C) If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
1. One million dollars ($1,000,000) each occurrence;
2. One million dollars ($1,000,000) aggregate.

D) If Contractor carries a Commercial General Liability (Occurrence) policy:
1. The limits of liability shall not be less than:
   i) One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage);
   ii) One million dollars ($1,000,000) for Products-Completed Operations;
   iii) One million dollars ($1,000,000) General Aggregate.
2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this contract, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars ($2,000,000).

E) Special Claims Made Policy Form Provisions:

Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

1. The limits of liability shall not be less than:
   i. One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage);
   ii. One million dollars ($1,000,000) aggregate for Products-Completed Operations;
   iii. One million dollars ($1,000,000) General Aggregate.

The insurance coverage provided by Contractor shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

E) Endorsements:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

1. "The County, its officers, agents, employees and volunteers, and the County of Placer, its officers, agents, employees and volunteers, are to be covered as insureds for all liability arising out of operations, or on behalf of, the named insured in the performance of this Agreement."
2. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County with respect to any insurance or self-insurance programs maintained by County, and no insurance held or owned by County shall be called upon to contribute to a loss."
3. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to County."

2.2 AUTOMOBILE LIABILITY INSURANCE

Automobile Liability insurance shall be provided covering bodily injury and property damage in an amount no less than one million dollars ($1,000,000) combined single limit for each occurrence.

Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

2.3 PROFESSIONAL LIABILITY INSURANCE (ERRORS AND OMISSIONS)

Professional Liability Insurance for Errors and Omissions coverage shall be provided in the amount of not less than five hundred thousand dollars ($500,000) in aggregate.

The insurance coverage provided by contractor shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

PLACER COUNTY SUPERIOR COURT
POLICY FOR DECLARATION OF CONFLICTS OF INTEREST
(Rev. 1/19/06)

The following policy is adopted for the purpose of giving guidance to the court and counsel regarding the circumstances under which a conflict of interest is to be declared regarding the representation of a criminal defendant.

1. APPLICATION OF THE POLICY:
The conflicts policy shall be applicable to declarations of conflict by any appointed counsel, whether such counsel is the Placer County Public Defendant, Conflicts Firm, or private attorney appointed by the court.

2. CONSTRUCTION OF POLICY:
Whenever possible, consistent with legal ethics and the fundamental right of any criminal defendant to be represented by counsel who is free of conflicts of interest, this policy shall be liberally construed to *avoid* a declaration of conflict so as to give full and appropriate effect to contractual arrangements between the County of Placer and appointed counsel.

3. MULTIPLE DEFENDANT CASES:
   a. Counsel appointed by the court shall not represent different defendants involved in the same or related criminal conduct, whether or not the defendants are separately or jointly charged.
   b. Privately retained counsel shall not represent multiple defendants charged in the same criminal proceeding unless a full and knowledgeable waiver is obtained from each defendant in writing and orally in open court after inquiry by the court.
   c. Declarations of conflict in multiple defendant cases may be made by any attorney without the prior approval of a supervising attorney.
   d. Whenever a conflict is declared, the Public Defendant shall retain the client having the more serious or complex case from that of the Conflicts Firm; the conflicts Firm shall retain the client having the more serious or complex case from that of private appointed counsel.

4. CONFLICTS WITH CURRENT CLIENTS:
   a. Counsel appointed by the court shall not represent a defendant where an *adverse* witness or victim is a client currently being represented by such counsel. For the purposes of this policy, "currently being represented" means:
      1. A client who has an active, pending charge or violation of probation,
      2. A defendant for whom counsel is actively seeking post-judgment relief, or

3. Counsel currently is counsel of record for a minor in a juvenile delinquency or dependency proceeding, whether or not there currently is a pending petition in such juvenile proceeding.

b. Absent unusual circumstances, the fact that counsel represents a witness *supporting* the defendant will not disqualify counsel from representing the defendant.

c. A declaration of conflict under this section shall require the approval of a senior or supervising attorney.

5. FORMER CLIENTS AS WITNESSES OR VICTIMS:

a. A declaration of conflict shall not be made merely from the fact that a former client is a victim or witness in the current action.

b. A declaration of conflict may be made if all of the following circumstances are present:

1. Counsel is in possession of confidential information concerning the former client. "Confidential information" does not include information that is part of the public record or may readily be obtained by opposing counsel, such as records of conviction, employment and school records.

2. The confidential information is relevant to the current proceeding.

3. Counsel will or may be called upon to use the confidential information against the former client in the defense of the client in the current case.

c. A declaration of conflict under this section shall require the approval of a senior or supervising attorney.

6. DECLARATION OF CONFLICT IN OTHER CIRCUMSTANCES:

a. Merely because a conflict existed in the past does not mean that there is a conflict in the current case. Each case is to be evaluated as to current conflicts. It is presumed, for example, that the Public Defender shall represent a defendant on a current probation violation, even though there had been a conflict in representation on the original case.

b. Counsel may declare a conflict in the following additional cases:

1. Where there is a substantial appearance of conflict. Examples of such circumstances include former clients who were frequently represented by counsel, or cases where the former client has had a recent and substantial case with counsel.

2. Where a witness or victim is a member of the office staff of counsel of a member of such staff's family. Merely having knowledge of or acquaintance with the witness or victim shall not be grounds for a declaration of conflict of the entire office of counsel, but may warrant re-assignment of the case within counsel's firm.

3. Where a former client seeks to set aside a conviction and there is a colorable claim of ineffective assistance of counsel. "Colorable claim" means one which would credibly establish the possibility

that the prior counsel had failed to perform with reasonable diligence and that, in absence of counsel's failings, the conviction would not have resulted. The colorability of the claim may be determined in a procedure generally in the style of a *Marsden* motion.

4. Suit against counsel by the current client unless the suit is patently frivolous, the suit is based on grounds already determined by the court in a *Marsden* motion to be without merit, and there is no conflict of interest other than as reflected in the suit. (*People v. Horton (1995)* 11 Cal.4th 1068, 1104-1107.)

5. Any other circumstance where counsel reasonable believes a conflict should be declared.

c. A declaration of conflict under this section shall require the approval of a senior or supervising attorney.

7. WHEN A CONFLICT IS DECLARED:

a. Conflicts shall be declared as soon as discovered.

b. Notice of the declaration of conflict made by the Public Defender shall be immediately given to the Conflicts Firm, including a brief explanation of the nature of the conflict.

c. Counsel shall safeguard any confidential information obtained from a client to avoid any unnecessary "contamination" of other counsel.

d. The file, absent any confidential information, shall promptly be given to the next appointed counsel. The following procedure shall be used when conflicts are discovered in cases in Departments 8 and 13: If the conflict is declared in open court with Conflicts counsel present, the file shall be exchanged in open court. If Conflicts counsel is not present, the file shall be deposited in a box for that purpose located in the clerk's office for the department.

e. Whenever a conflict appears possible, particularly in a multiple defendant cases, counsel will conduct themselves in a manner to minimize conflicts in any realignment of counsel.

f. When a conflict is declared, the new attorney generally will assume representation of the client in all pending matters, even though no conflict exists as to the other matters.

g. The court shall inquire into the circumstances of the conflict, including, if necessary, holding proceedings in camera. Counsel, however, shall not be required to disclose confidential information, even to the court.

Administering Agency: **County Executive Office**

Contract No. 11508

AMENDMENT TO CONTRACT FOR LEGAL REPRESENTATION
OF INDIGENT PERSONS IN PLACER COUNTY

THIS AMENDMENT to the CONTRACT FOR LEGAL REPRESENTATION OF INDIGENT PERSONS IN PLACER COUNTY, Contract No. 11508 ("Contract") is made at Auburn, California, as of July 1, 2006, by and between the County of Placer, ("County"), and Tauman & Koukol, ("Attorney"), who agree as follows:

Whereas, paragraph 4A of the Contract requires that Attorney carry to conclusion all cases pending at the time of expiration of the Contract unless relieved by the court, and the contract is set to expire June 30, 2006.

Whereas, the County and Attorney desire to provide for an extension of the Contract in order to effectuate the orderly transition of legal services as a new provider of these services will begin work on July 1, 2006;

Now Therefore, the parties agree to this amendment which extends the Contract for an additional ninety (90) days should the COUNTY change providers upon expiration of the contract. on the following additional terms and conditions.

1. **Amended Services**. Subject to all other terms and conditions set forth in the Contract for Primary Public Defender Services, Contract No. 11508, entered into June 25, 2002, Attorney shall provide continuing legal representation for only those cases listed in Exhibit A. Attorney agrees to cooperate in the transfer of existing cases currently assigned to Attorney which are not listed in Exhibit A to other assigned counsel. Attorney shall have no obligation under this agreement to provide services for indigent defense appointments occurring after June 30, 2006.

2. **Compensation for Continuing Caseload**. The parties have negotiated a fixed monthly amount for each month of the term of this amendment, rather than the payment on an hourly basis as provided by paragraph 4B of the Contract. County shall pay Attorney for services rendered pursuant to this Amendment at the times and in the amounts set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Attorney for services rendered pursuant to this Amendment. Costs for experts, interpreters, translators, and other ancilliary services shall be paid in the same manner and pursuant to the same policies as were in effect during contract.

3. **Time for Performance**. The parties acknowledge that at the expiration of the ninety (90) day term of this Amendment, that the current caseload will be transferred to other appointed counsel, with the exception of the cases set out in Exhibit C. County acknowledges that the cases set out in Exhibit C, the Court may not relieve Attorney, and subject to acceptance by Attorney, Attorney will continue to handle those cases at rates set out in then effective court rules and in accordance with Penal Code Section 987.3. All other terms of the Contract remain in effect and failure of Attorney to perform any services set forth in Exhibit A shall constitute material breach of this amendment.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____
Chief Executive Officer

ATTORNEY

By: _____
Name:
Title: Managing Partner

Approved As to Form

_____
County Counsel

EXHIBIT A

SCOPE OF SERVICES – ANTICIPATED CASELOAD

PENDING

Payment Schedule
Tauman & Koukol Contract Extension

Month	Amount	Staff		Office Location
		Attorney's	Investigators	
July-06	$172,000	9	2	Current Location on Earhart
August-06	$145,000	8	2	Move to Crime Time Facility on Heritage Oaks Drive
September-06	$138,000	8	2	Heritage Oaks Drive
TOTAL	***$455,000***			

EXHIBIT C

CASES SUBJECT TO CONTINUING ASSIGNMENT

PENDING

Century Lighting & Electric

June 20, 2006

RECEIVED
JUN 22 2006
CLERK OF THE
BOARD OF SUPERVISORS

Supervisor Robert Weygandt
175 Fulweiler Ave
Auburn, CA 95603

Re: Public Defenders contract

Dear Supervisor Weygandt:

I disagree with the county CEO's choice to reward the Public Defender's contract to the Barker law firm. This decision to reward the contract based on a low price is an unprofessional approach to a major service.

Tauman & Koukol has well serviced this contract for over 16 years therefore they know what the true cost is to properly perform the duties. The low bid presented by Barker Law Firm is from an out of the area firm without the full knowledge and experience of servicing the contract. In addition it appears that they do not have the experience of handling the Public Defenders duties for a large and fast growing area such as Placer County.

Should the county be tempted to go for the "low price" Barker bid, which will be lower than the true cost to properly perform the contract, they will have a couple of options to manage the contract:

1. Find ways to charge for "extras" to make up the difference.
2. Under perform on the terms of the contract which could lead to misrepresentation lawsuits by defendants, of which I understand this firm has been guilty of doing.

It is in the best interest of Placer County to evaluate the contract and negotiate a reasonable rate with Tauman & Koukol based on their cost history. With the thousands of open cases, and rapidly growing new cases due to the growth of the county, the transition costs to change law firms most likely would eliminate any savings over the low bid price.

Let's stay with a local company that has submitted a proper bid and has serviced the needs to the county for over a decade.

Sincerely,

Keith Estes
President of Century Lighting
Resident of Placer County

RECEIVED
JUN 22 2006
BOARD OF SUPERVISORS
CC
MP
JP
RA
DW
CDF

12820 Earhart Ave. P.O. Box 6793, Auburn, CA 95604 (530) 823 -1004 (800) 522-1004 FAX (530) 823-3369
www.centurylighting.com
CA Contractors License #668894

Letter to the Placer County Board of Supervisors

Mr. Holmes,

I strongly urge you and your fellow board members to intervene in the awarding of the Public Defender contract to the Barker Group and appoint the existing Public Defender to a two year extension of the existing contract.

I suggest the county continue the matter for two years and do an in depth study, similar to the one recently completed in Fresno County. Fresno County found that they could save hundreds of thousands of dollars in the delivery of Indigent Legal Services.

(530) 745 0946

Thank you, Craig Nelson

Hand delivered

RECEIVED
JUN 21 2006
BOARD OF SUPERVISORS

RC MB SP DW COB

398

Letter to the Placer County Board of Supervisors

Mr. Holmes,

I strongly urge you and your fellow board members to intervene in the awarding of the Public Defender contract to the Barker Group and appoint the existing Public Defender to a two year extension of the existing contract.

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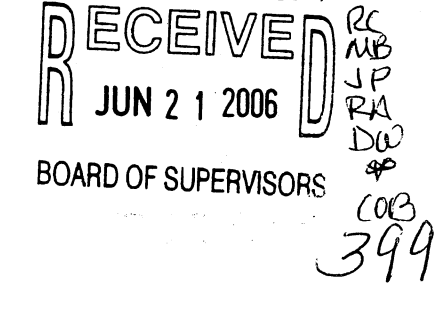
Thank you,

916 663 3374

Hand delivered



Letter to the Placer County Board of Supervisors

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Thank you,

Kathryn Copenhaver
530-885-7431

Hand delivered

RECEIVED
JUN 21 2006
BOARD OF SUPERVISORS
RC MB JP RK DW
400 COB

Letter to the Placer County Board of Supervisors

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Thank you,

Stanley J. Doll

916 530 637 4317

Hand delivered

RECEIVED

JUN 21 2006

BOARD OF SUPERVISORS

RC MB JP RA DW CAO COB

401

Letter to the Placer County Board of Supervisors

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I strongly urge you and your fellow board members to intervene in the awarding of the Public Defender contract to the Barker Group and appoint the existing Public Defender to a two year extension of the existing contract.

I suggest the county continue the matter for two years and do an in depth study, similar to the one recently completed in Fresno County. Fresno County found that they could save hundreds of thousands of dollars in the delivery of Indigent Legal Services.

Thank you,

Susan Goell

530 637 4317

Hand delivered

RECEIVED
JUN 21 2006
BOARD OF SUPERVISORS

RC MB JP RA DW + COB

402

Letter to the Placer County Board of Supervisors

Mr. Holmes,

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Thank you,

Hazel Kubas
1-530-888-8341

Hand delivered

RECEIVED
JUN 21 2006
BOARD OF SUPERVISORS
403
RC MB JP RH DW COB

Letter to the Placer County Board of Supervisors

Mr. Holmes,

I strongly urge you and your fellow board members to intervene in the awarding of the Public Defender contract to the Barker Group and appoint the existing Public Defender to a two year extension of the existing contract.

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Thank you,

Stacy P Causey
320 1630

Hand delivered
RECEIVED
JUN 2 1 2006
BOARD OF SUPERVISORS
404

RC
MB
JP
RA
DW
COB

Letter to the Placer County Board of Supervisors

Mr. Holmes,

I strongly urge you and your fellow board members to intervene in the awarding of the Public Defender contract to the Barker Group and appoint the existing Public Defender to a two year extension of the existing contract.

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Thank you,

Wilma Callender

530-889-5500

Hand delivered

RECEIVED
JUN 21 2006
BOARD OF SUPERVISORS
RC MB JP RA DW COB
405

Letter to the Placer County Board of Supervisors

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I suggest the county continue the matter for two years and do an in depth study, similar to the one recently completed in Fresno County. Fresno County found that they could save hundreds of thousands of dollars in the delivery of Indigent Legal Services.

Thank you,

5-21-06

888-6494

Hand delivered

RECEIVED
JUN 21 2006
BOARD OF SUPERVISORS

RS MB JP RA DO AF COB

406

Letter to the Placer County Board of Supervisors

Mr. Holmes,

I strongly urge you and your fellow board members to intervene in the awarding of the Public Defender contract to the Barker Group and appoint the existing Public Defender to a two year extension of the existing contract.

I suggest the county continue the matter for two years and do an in depth study, similar to the one recently completed in Fresno County. Fresno County found that they could save hundreds of thousands of dollars in the delivery of Indigent Legal Services.

Thank you,

Amy J. Barriga

(530) 397-9483

Hand delivered

RECEIVED
JUN 2 1 2006
BOARD OF SUPERVISORS

407

Letter to the Placer County Board of Supervisors

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I suggest the county continue the matter for two years and do an in depth study, similar to the one recently completed in Fresno County. Fresno County found that they could save hundreds of thousands of dollars in the delivery of Indigent Legal Services.

Thank you,

David Gillette
885-4237

Hand delivered

RECEIVED
JUN 21 2006
BOARD OF SUPERVISORS

RC MB JP RH DW * COB

408

Ann Holman - Please stop ther insanity

From: "larry" <demates@sbcglobal.net>
To: <BOS@placer.ca.gov>
Date: 6/21/2006 6:48 AM
Subject: Please stop ther insanity

Board of Supervisors:

I want the Placer County Board of Supervisors to be aware **that the savings from changing the Public Defender contract** to the Barker Firm instead of keeping the current Public Defender with Mary Beth Acton, **will all be lost in the cost for the transition time.** The cost is close to $350,000.00, per month for each office. To run both offices for the transition period of three to four months is approximately $1 to $1.4 million and **will result in NO cost savings**. The current Public Defender has reduced its bid by one million dollars over the next two years. Their reputation for serving the clients (your constituents) is beyond reproach. The same cannot be said for the incoming firm.

Rich Colwell, who you all know as a "numbers man", really blew it on this one. Waiting until five days before the end of the fiscal year to cancel a contract is not "best business practice". There are currently 5000 cases being handled by the Public defender's office. The incoming firm will start with zero cases. The stress on the courts and judges will be tremendous.

Let's not waste the taxpayer's money any more. I suggest extending the contract with the current Public Defender for two years and allow the County Executive Office to get their act together. It's amazing how fast Placer County's reputation will go downhill when the only thing that is looked at is the bottom line.

Thank you, David Gillette

409

Ann Holman - Public Defender contract

From: "Keith Estes" <Keith@centurylighting.com>
To: <bos@placer.ca.gov>
Date: 6/21/2006 8:53 AM
Subject: Public Defender contract

June 21, 2006

Supervisors: Bill Santucci, Robert Weygandt, Jim Holmes, Ted Gaines, Bruce Kranz
175 Fulweiler Ave
Auburn, CA 95603

Re: Public Defenders contract

Dear Supervisors:

I disagree with the county CEO's choice to reward the Public Defender's contract to the Barker law firm. This decision to reward the contract based on a low price is an unprofessional approach to a major service.

Tauman & Koukol has well serviced this contract for over 16 years therefore they know what the true cost is to properly perform the duties. The low bid presented by Barker Law Firm is from an out of the area firm without the full knowledge and experience of servicing the contract. In addition it appears that they do not have the experience of handling the Public Defenders duties for a large and fast growing area such as Placer County.

Should the county be tempted to go for the "low price" Barker bid, which will be lower than the true cost to properly perform the contract, they will have a couple of options to manage the contract:

1. Find ways to charge for "extras" to make up the difference.
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Let's stay with a local company that has submitted a proper bid and has serviced the needs to the county for over a decade.

Sincerely,

Keith Estes

President of Century Lighting
Resident of Placer County

410

Hand delivered

RECEIVED
JUN 21 2006
BOARD OF SUPERVISORS
RC MB JP RA DW COB

June 21, 2006

Jim Holmes, Supervisor
Placer County Board of Supervisors
175 Fulweiler
Auburn, California 95603

RE: PLACER COUNTY PUBLIC DEFENDER CONTRACT

Dear Supervisor Holmes:

Please accept this letter as a follow-up to our previous letters.

We at the current Public Defender's Office are becoming increasingly concerned, not only about our jobs, but about the effect this process will have on our clients. The CEO's proposal for transition is ever-changing. With no definite plan in place and only 10 days left before the potential transition, we fear a chaotic and costly situation. We consider your vote, which is to occur on June 27, 2006, and the date that the existing contract expires, June 30, 2006, and we cannot imagine this transition occurring without wreaking havoc on the judicial system in Placer County.

As many of us have worked in this field for twenty-plus years, we feel that we know how the court system works. To transition an office of this size, with between 4,500 and 5,000 pending cases, would be virtually impossible. If the Barker and Associates bid does not provide for the absorption of these pending cases, how can it be cost-effective to Placer County to "farm out" thousands of cases to individual attorneys and/or firms? The confusion that is sure to arise in the wake of this haphazard transition will compromise the quality of a defendant's representation.

We believe that one way to remedy this situation now, and to avoid a catastrophe in the future, is to turn the Placer County Public Defender's Office into a county office. Contract offices are meant for smaller counties, and until the last few years Placer County fell into the category of a smaller county. But ours is no longer a small county! The recent growth in Placer County has been phenomenal, with a corresponding increase in crime. In Roseville alone, crime is up 27% in the last year and Roseville is ranked fifth in the state for that growth. We believe that it would benefit the taxpayers of Placer County, the judicial system, the clients, and all others involved, if the Public Defender's Office were turned into a county office.

Let us give you an example. Let's say you vote to approve the recommendation to give the contract to Barker and Associates. What if in two or four years (whichever the duration of this contract will be) the judges decide they are not satisfied with Barker and Associates, and they want to replace them? What if no one bids against them? Or, what if someone bids against them, but neither candidate offers what is needed or wanted by the county or the judges? Because you are required to provide public defender services to indigent criminal defendants, you would have to compromise on the contract award. The damage that this or other equally disturbing scenarios would cause the county is tremendous and almost sure to happen. Also, this damage would be very, very expensive.

Our suggestion to remedy this situation is: Extend the existing contract with Tauman & Koukol for two years, placing Mary Beth Acton in the position of Public Defender. Use the first year to do a feasibility study regarding the Public Defender's Office as a county office. Should that study prove what we believe it will prove, the second year could be used to transition the office into a county office. We believe that this is the only practical alternative to the impossible transition that has been proposed.

Many, many people's lives are being uprooted and in some way destroyed due to the way that this matter is being handled. Should this Board of Supervisors ratify the CEO's recommendation, those people not hired by the recommended law firm or who choose not to work for them due to their own personal convictions will have only three days to find employment. This hardship will occur because of late planning and limited knowledge of the workings of the judicial system on the part of the CEO. This hardship is, in our opinion, nearly criminal and wholly avoidable.

We urge you to seriously consider what we have proposed, and look at what would be the best course of action for everyone involved. It does not make sense to transition the contract in this way at this point in time, only to convert it to a county office in the very near future. We know that you have been placed in your position by people who believe that you will do what is best for the residents of Placer County, and not necessarily base decisions on recommendations that, upon examination, make no sense.

We thank you in advance for your careful consideration of this information and we pray that you will take its contents seriously when casting your vote on this issue on June 27, 2006. We also pray that you have the wisdom to see the ramifications of a vote for the recommendation of the Placer County Executive's Office.

Paulette Dodgion (26 years)

Nancy Anderson (21 years)

Patricia E. Anderson (22 years)

Larry DeMates (12 years)

Linda Shell (18 months)

Kristi Moon (3-1/2 years)

Danielle Ingle (4 years)

Marie-Elaina Romero (8 months)

Valerie George (4 years)

Julie Hendricks (9 months)

Monica Valle (4 years)

Clifford Safranski (5-1/2 years)

Jim Goodrich (4 years)

Crystal Lamb (8-1/2 months)

Jack P. Reime
P.O. Box 139
Newcastle, CA 95658
(916) 663-3895

RECEIVED
JUN 21 2006
BOARD OF SUPERVISORS

RC
MB
JP
RA
DW
COB

June 20, 2006

Jim Holmes
Placer County Board of Supervisors
175 Fulweiler
Auburn, CA 95603

Dear Supervisor Holmes,

Please allow me to introduce myself. My name is Jack P. Reime. I am one of the senior defense investigators for the current Placer County Public Defenders Office and the firm of Tauman and Koukol. I have enjoyed a short, but very rewarding career with this firm. As a retired California Highway Patrol Officer, I hold honor and ethics in very high esteem. I have found a high degree of both honor and ethics while working here.

I hold the oath I took when sworn in as a CHP Officer as strongly now as a criminal defense investigator, as I ever did as an active officer. However, in light of the present contract consideration, I fear for Placer County's future if the Barker firm is to be awarded the contract and I believe that I, in good conscience, will not be able to work for a law firm of such a questionable reputation.

I sincerely request that you evaluate all the factors involved in this contract decision carefully before making your final decision.

It is my humble opinion that once all the factors have been addressed, that the firm of Tauman and Koukol will be viewed as the best candidate for the contract of the Public Defenders Office.

Thank you for your consideration.

Respectfully,

Jack P. Reime

Ann Holman - Public Defender Contract

From: "Dell Bottomley" <dcbdone@surewest.net>
To: <BOS@placer.ca.gov>
Date: 6/19/2006 11:47 AM
Subject: Public Defender Contract

>>>>>

Board of Supervisors:

I want the Placer County Board of Supervisors to be aware **that the savings from changing the Public Defender contract** to the Barker Firm instead of keeping the current Public Defender with Mary Beth Acton, **will all be lost in the cost for the transition time.** The cost is close to $350,000.00, per month for each office. To run both offices for the transition period of three to four months is approximately $1 to $1.4 million and **will result in NO cost savings**. The current Public Defender has reduced its bid by one million dollars over the next two years. Their reputation for serving the clients (your constituents) is beyond reproach. The same cannot be said for the incoming firm.

Rich Colwell, who you all know as a "numbers man", really blew it on this one. Waiting until five days before the end of the fiscal year to cancel a contract is not "best business practice". There are currently 5000 cases being handled by the Public defender's office. Does the county expect a new firm to just jump in? The stress on the courts and judges will be tremendous.

Let's not waste the taxpayer's money any more. I suggest extending the contract with the current Public Defender for two years and allow the County Executive Office to get their act together. It's amazing how fast Placer County's reputation will go downhill when the only thing that is looked at is the bottom line.

Thank you

Dell Bottomley
>>>>

415

Ann Holman -

From: Brian Tibbs <bstibbs@sbcglobal.net>
To: <BOS@placer.ca.gov>
Date: 6/19/2006 6:20 PM
Subject:

Board of Supervisors:

I want the Placer County Board of Supervisors to be aware **that the savings from changing the Public Defender contract** to the Barker Firm instead of keeping the current Public Defender with Mary Beth Acton, **will all be lost in the cost for the transition time.** The cost is close to $350,000.00, per month for each office. To run both offices for the transition period of three to four months is approximately $1 to $1.4 million and **will result in NO cost savings**. The current Public Defender has reduced its bid by one million dollars over the next two years. Their reputation for serving the clients (your constituents) is beyond reproach. The same cannot be said for the incoming firm.

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Thank you,

Brian Tibbs

4/6

JIM GOODRICH CHIEF INVESTIGATOR PLACER COUNTY PUBLIC DEFENDER'S OFFICE

RECEIVED
JUN 16 2006
CLERK OF THE BOARD OF SUPERVISORS

5 COPIES rec'd

June 16, 2006

RECEIVED
JUN 16 2006
BOARD OF SUPERVISORS
Hand Delivered

RC MB JP RA DW * COB

The Honorable Robert Weygandt, Supervisor
County Supervisor District 1
Placer County Board of Supervisors
175 Fulweiler Ave.
Auburn, CA 95603

RE: **Retention of Current Public Defender's Office**

Dear Supervisor Weygandt:

I have been an investigator for over twenty-five years. I was employed by the Placer County Public Defender's Office in July of 2002. In September of 2004 I was promoted to the Chief Investigator.

From the inception of my employment I have enjoyed the opportunity to work with attorneys, investigators and staff who I have found to be the most dedicated and committed individuals I have ever worked with in my almost forty six years in the work force.

I know of many attorneys, investigators and staff members who routinely work beyond the normal work day and often come in on weekends to work their cases.

Though it has on occasion been brought to this office's attention of certain error's and weaknesses, I can assure you that based on my over twenty years as an investigator having worked with many attorneys both in the civil and criminal arena those weakness are substantially out weighted by the benefits that are provided to our clients and the community as a whole.

Again based on my experience in the work force and specifically within the judicial profession I view this firm/Public Defender the best of the best. I respectfully urge you along with your colleagues to consider retaining this office as your Public Defender's Office.

It has also come to my attention that if this office is retained that Attorney Mary Beth Acton may be considered to possibly take the Helm. In my forty-six years of being in the work force and having many supervisors and being a supervisor myself in business, employment, and the military I can unequivocally endorse Mary Beth Action for Public Defender. Mary Beth Acton is by far the most dedicated committed and ethical attorney I have worked with. Prior to being promoted to the chief investigator I investigated some of her cases and have learned from her an abundant of skills in the investigative process. Despite Mrs. Acton's exhaustive work load she continues to provide unselfish time to assist everyone in the office in all aspects of criminal defense; a true quality of leadership. Mary Beth Acton's ethics are impeccable, her work ethic beyond super woman and there is no exaggeration in this respect. I have left the office as late as 10:00 P.M. and she is still either working on her cases, reviewing other attorney's cases or self educating herself on some category relating to a particular case.

Mrs. Action as an attorney and a person is one that is well respected and an asset to the legal community and Placer County.

I therefore unequivocally endorse and support Mary Beth Acton for appointment to the position of Placer County's Public Defender. Accordingly I again respectfully request that you consider Mary Beth Acton for that position.

In closing I want to apologize for the lengthy letter. However I feel that the expression of my concerns and information given is of value to you for the purpose of assisting you in making an informed decision.

Your time and consideration of this letter is greatly appreciated.

Jim Goodrich J.D.

Chief Investigator Placer County Public Defender.

RECEIVED
JUN 16 2006
BOARD OF SUPERVISORS
RC MB OP RA DW COB
3 BOS rec'd

From: "Larry DeMates" <ldemates@foothill.net>
To: <BOS@placer.ca.gov>
Date: 6/16/2006 8:29:26 AM
Subject: Public Defender Contract

Board of Supervisors:

I want the Placer County Board of Supervisors to be aware that the savings from changing the Public Defender contract to the Barker Firm instead of keeping the current Public Defender with Mary Beth Acton, will all be lost in the cost for the transition time. The cost is close to $350,000.00, per month for each office. To run both offices for the transition period of three to four months is approximately $1 to $1.4 million and will result in NO cost savings. The current Public Defender has reduced its bid by one million dollars over the next two years. Their reputation for serving the clients (your constituents) is beyond reproach. The same cannot be said for the incoming firm.

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Thank you

Larry DeMates

Deputy Chief Investigator

Placer County Public Defender

(530) 885-2422, ext. 209

RECEIVED
JUN 16 2006
BOARD OF SUPERVISORS

RC MB JP RA DA DO COE

From: Gloria DeRobles <gloriadr753@yahoo.com>
To: <BOS@placer.ca.gov>
Date: 6/16/2006 10:21:23 AM
Subject: Public Defenders Contract

Board of Supervisors:

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Rich Colwell, who you all know as a "numbers man", really blew it on this one. Waiting until five days before the end of the fiscal year to cancel a contract is not "best business practice". There are currently 5000 cases being handled by the Public defender's office. Does the county expect a new firm to just jump in? The stress on the courts and judges will be tremendous.

Let's not waste the taxpayer's money any more. I suggest extending the contract with the current Public Defender for two years and allow the County Executive Office to get their act together. It's amazing how fast Placer County's reputation will go downhill when the only thing that is looked at is the bottom line.

Thank you

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JUN 16 2006
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BOS rec'd
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From: <david.brown39@att.net>
To: <BOS@placer.ca.gov>
Date: 6/15/2006 3:49:03 PM
Subject: Union Contract

Board of Supervisors:

I want the Placer County Board of Supervisors to be aware that the savings from changing the Public Defender contract to the Barker Firm instead of keeping the current Public Defender with Mary Beth Acton, will all be lost in the cost for the transition time. The cost is close to $350,000.00, per month for each office. To run both offices for the transition period of three to four months is approximately $1 to $1.4 million and will result in NO cost savings. The current Public Defender has reduced its bid by one million dollars over the next two years. Their reputation for serving the clients (your constituents) is beyond reproach. The same cannot be said for the incoming firm.

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Thank you

David L. Brown

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JUN 15 2006
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Placer County Public Defender

LEONARD K TAUMAN
Public Defender

RECEIVED
JUN 16 2006
CLERK OF THE
BOARD OF SUPERVISORS

June 15, 2006

TO: Placer County Board of Supervisors,
Bill Santucci
Robert Weygandt
Jim Holmes
Ted Gaines
Bruce Kranz
175 Fulweiler Avenue
Auburn, CA

RE: Public Defender Contract With Placer County

Dear Board Members,

I have worked for the Placer County Public Defender since 2000. I passed the Bar in 2001. I currently work on one of the two main felony calendars. I have handled over 2000 cases since working for Mr. Tauman. I am one of your work horses.

I am aware of the County Executive's apparent decision to recommend the Barker and Associates' bid for the next Public Defender Contract. While this decision may ultimately turn out well, and by well I mean no loss of quality of legal representation for defendants whatsoever, I wish to share some of my concerns with you. Please be advised that I am deeply worried about the potential for Ineffective Assistance of Counsel claims to arise if you choose the Barker bid. For those of us at the office that may decide to work for Barker, there is a growing concern that case loads will skyrocket, not just temporarily, but permanently. Among other substantial issues, Mr. Richter, I fear, will face the same problem that Mr. Tauman has had for years now, that being an inability to staff enough experienced felony attorneys. With a low Public Defender budget experienced attorneys can usually find competitive salaries elsewhere. What's left are the few attorneys, such as myself, that probably don't spend enough time investing into their own lives, and spend all of their time investing into their clients. With the current Barker bid, it seems inevitable that things will get worse, not better. That may lead to lawsuits.

It never ceases to amaze me just how many people I have talked to over the last six years that have always assumed that Public Defenders get paid the same as District Attorneys. To me it makes no sense why, in Placer County, freedom is less important than safety. All Mr. Tauman is asking for is to keep the scales of justice balanced. His bid is not unreasonable, it's fair.

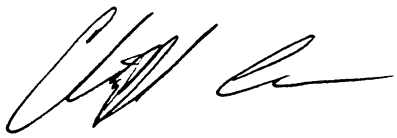
422

12834 Earhart Avenue, Auburn, CA 95602
Voice: 530 885-2422, Fax: 530 885-FAXX (3299)

By the way, I want to let you know that this recommendation will be causing great pain and suffering for many people here at the office; indeed you already are. There are people here that have worked together for well over a decade. You are not just jeopardizing the families of the people who work here, some of which have been Placer County citizens their whole entire lives, you are destroying a family atmosphere that will certainly not be replaced by Barker and Associates.

Thank you for your consideration

Sincerely,



Clifford Safranski,
Assistant Public Defender

From: stacy cairns <spcairns@sbcglobal.net>
To: <BOS@placer.ca.gov>
Date: 6/14/2006 6:32:25 PM
Subject: Public Defender Contract

Board of Supervisors:

I want the Placer County Board of Supervisors to be aware that the savings from changing the Public Defender contract to the Barker Firm instead of keeping the current Public Defender with Mary Beth Acton, will all be lost in the cost for the transition time. The cost is close to $350,000.00, per month for each office. To run both offices for the transition period of three to four months is approximately $1 to $1.4 million and will result in NO cost savings. The current Public Defender has reduced its bid by one million dollars over the next two years. Their reputation for serving the clients (your constituents) is beyond reproach. The same cannot be said for the incoming firm.

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Thank you

Stacy Cairns

From: "Cris Lamb" <clamb@foothill.net>
To: <BOS@placer.ca.gov>
Date: 6/13/2006 6:04:05 PM
Subject: Placer County Public Defender

Board of Supervisors:

I want the Placer County Board of Supervisors to be aware that the savings from changing the Public Defender contract to the Barker Firm instead of keeping the current Public Defender with Mary Beth Acton, will all be lost in the cost for the transition time. The cost is close to $350,000.00, per month for each office. To run both offices for the transition period of three to four months is approximately $1 to $1.4 million and will result in NO cost savings. The current Public Defender has reduced its bid by one million dollars over the next two years. Their reputation for serving the clients (your constituents) is beyond reproach. The same cannot be said for the incoming firm.

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The California Public Defenders Association offered its services, gratis, to Mr. Colwell. They offered to send a consultant which could educate him about state guidelines for indigent defense servcies, audit both Tauman & Koukol and Barker & Associates, and compile a detailed report on which firm is able to provide services which meet state and industry standards. Why wasn't CPDA taken up on its offer prior to any "recommendation?"

Thank you

Crystal R. Lamb

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JUN 16 2006
CLERK OF THE BOARD OF SUPERVISORS

June 12, 2006

Jim Holmes
Placer County Board Supervisor
175 Fulweiler Avenue
Auburn, CA 95603

RE: INDIGENT CRIMINAL DEFENSE CONTRACT

Dear Supervisor Holmes:

My name is Kristi Moon and I am an employee of Tauman & Koukol (Placer County Public Defender's Office). I am writing this letter in response to the possible Public Defender bid going to the law office of John Barker & Associates. I have been employed here for 3.75 years and looking forward to many more years of service for Placer County and Tauman & Koukol. I would like to thank you in advance for taking the time to read my letter.

I have learned so much working for Leonard Tauman. He is a brilliant scholar and loves to keep the entire office learning and seeking out new and better ways to do our jobs. He encourages everyone to attend training seminars and classes and is willing to pay the tuition. He keeps our office up to date on new technology so we have the right information to defend our clients. **Above all Leonard Tauman and the Tauman & Koukol office is ethical, honest, moral, knowledgeable and well equipped to handle all types of cases that arise in Placer County.**

I have always wanted a job that helped people. I wanted to make a difference in my city, county, state and country. I have worked in many different buildings, a hospital in Oakland, the San Jose Arena, Raley Field and Olympic Stadium in Atlanta for the 1996 Summer Games. Working for Tauman & Koukol I have found that job. I help our clients on a daily basis. I assist our attorneys in generating subpoenas, serving subpoenas, interviewing clients and making sure the attorneys have all the information they need for their cases. I have developed a rapport with local and long distance police and sheriff offices, hospitals, phone companies, Indian casinos, and local businesses here in Auburn. Our office has made an effort to work along side these agencies to develop a fair and just system for our clients. This is not just a job to me, it is more than that.

My husband Jeff and I have lived in Placer County for 6 years and truly love it here. We moved from Tracy in San Joaquin County because of a job change. We both started working at Raley Field in West Sacramento. Since moving here we have started a family, two wonderful girls, Rachel 3 years old and Mia 9 months. They are both in a wonderful daycare/preschool here in Auburn (O'Brien Child Development Center) and enjoy it everyday. It would hurt deeply if I had to remove them from their child care provider if the contract is given to another law firm. My husband has recently transferred to AT&T Park in San Francisco and is willing to commute everyday because we really love Rocklin, Placer County and my job. He never once asked me to leave because he knows what a wonderful and ethical law firm this is and he knows how much I enjoy my job. Jeff also supports my decision not to work for John Barker & Associates if they are given the contract.

It is obvious that I feel John Barker & Associates is **NOT** the law firm for Placer County. I don't believe that assistant CEO Rich Colwell is looking into the future of Placer County nor is he protecting the integrity of Placer County. Bringing in the John Barker & Associates law firm will cost Placer County more money over the next four years than the Tauman & Koukol bid. Since John Barker & Associates is not able to handle death penalty cases and does not want to take on the existing 5000 open cases we have in our office, I really don't see how this is a savings to Placer County and to the tax paying people of Placer County. As a tax paying and voting citizen (which I take very seriously) of Placer County please seriously consider turning down the recommendation of the John Barker & Associates law firm by assistant CEO Rich Colwell.

Sincerely,

Kristi Moon

Kristi Moon,
2014 Cassia Way
Rocklin, CA 95765
916-435-1998

CC: Placer County Bench

BOS - Public Defender Contract

From: "Seoras" <seoras@hotmail.com>
To: <BOS@placer.ca.gov>
Date: 6/12/2006 9:51 AM
Subject: Public Defender Contract

Board of Supervisors:

I want the Placer County Board of Supervisors to be aware **that the savings from changing the Public Defender** contract to the Barker Firm instead of keeping the current Public Defender with Mary Beth Acton, **will all be lost in the cost for the transition time**. The cost is close to $350,000.00, per month for each office. To run both offices for the transition period of three to four months is approximately $1 to $1.4 million and **will result in NO cost savings**. The current Public Defender has reduced its bid by one million dollars over the next two years. Their reputation for serving the clients (your constituents) is beyond reproach. The same cannot be said for the incoming firm.

Rich Colwell, who you all know as a "numbers man", really blew it on this one. Waiting until five days before the end of the fiscal year to cancel a contract is not "best business practice". There are currently 5000 cases being handled by the Public defender's office. Does the county expect a new firm to just jump in? The stress on the courts and judges will be tremendous.

Let's not waste the taxpayer's money any more. I suggest extending the contract with the current Public Defender for two years and allow the County Executive Office to get their act together. It's amazing how fast Placer County's reputation will go downhill when the only thing that is looked at is the bottom line.

Thank you

Howard George

4/28

BOS - Public Defender Contract

From: "Julie Hendricks" <jhendricks@foothill.net>
To: <BOS@placer.ca.gov>
Date: 6/12/2006 9:41 AM
Subject: Public Defender Contract

Board of Supervisors:

I want the Placer County Board of Supervisors to be aware **that the savings from changing the Public Defender contract** to the Barker Firm instead of keeping the current Public Defender with Mary Beth Acton, **will all be lost in the cost for the transition time.** The cost is close to $350,000.00, per month for each office. To run both offices for the transition period of three to four months is approximately $1 to $1.4 million and **will result in NO cost savings**. The current Public Defender has reduced its bid by one million dollars over the next two years. Their reputation for serving the clients (your constituents) is beyond reproach. The same cannot be said for the incoming firm.

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Thank you

Julie Hendricks

439

530/745-1398 Fax

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Finally, the recipient should check this e-mail and any attachments for the presence of viruses. Although the Placer County Office of Education has taken reasonable precautions to ensure no viruses are present in this e-mail, it accepts no liability for any loss or damage arising from the use of this e-mail or attachments.

430

BOS

From: "Dawson, Donna" <ddawson@placercoe.k12.ca.us>
To: <BOS@placer.ca.gov>
Date: 6/12/2006 9:49 AM

Board of Supervisors:

I want the Placer County Board of Supervisors to be aware that the savings from changing the Public Defender contract to the Barker Firm instead of keeping the current Public Defender with Mary Beth Acton, will all be lost in the cost for the transition time. The cost is close to $350,000.00, per month for each office. To run both offices for the transition period of three to four months is approximately $1 to $1.4 million and will result in NO cost savings. The current Public Defender has reduced its bid by one million dollars over the next two years. Their reputation for serving the clients (your constituents) is beyond reproach. The same cannot be said for the incoming firm.

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Thank you

Donna J. Dawson
Staff Secretary II, Annex
530/745-1306

431

From: "Ryan "The George" George" <georry@gmail.com>
To: <BOS@placer.ca.gov>
Date: Mon, Jun 12, 2006 9:57 AM
Subject: Barker vs Tauman & Koukol

Board of Supervisors:

I want the Placer County Board of Supervisors to be aware *that the savings from changing the Public Defender contract* to the Barker Firm instead of keeping the current Public Defender with Mary Beth Acton, *will all be lost in the cost for the transition time.* The cost is close to $350,000.00, per month for each office. To run both offices for the transition period of three to four months is approximately $1 to $1.4 million and *will result in NO cost savings*. The current Public Defender has reduced its bid by one million dollars over the next two years. Their reputation for serving the clients (your constituents) is beyond reproach. The same cannot be said for the incoming firm.

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Let's not waste the taxpayer's money any more. I suggest extending the contract with the current Public Defender for two years and allow the County Executive Office to get their act together. It's amazing how fast Placer County's reputation will go downhill when the only thing that is looked at is the bottom line.

When comparing the record of the two firms together I would think that the choice should be a no brainer. Unfortunately, it does not seem to be the case. If the Barker firm is chosen, I would begin to wonder if the interest of the people really is the top concern of our county. It saddens me to think that this may not be the case. Exactly who are we putting our trust in here?

Thank you

Ryan George

From: "Valerie George" <vgeorge@placergroup.com>
To: <BOS@placer.ca.gov>
Date: Mon, Jun 12, 2006 10:02 AM
Subject: Indigent Defender Contract

Board of Supervisors:

I want the Placer County Board of Supervisors to be aware that the savings from changing the Public Defender contract to the Barker Firm instead of keeping the current Public Defender with Mary Beth Acton, will all be lost in the cost for the transition time. The cost is close to $350,000.00, per month for each office. To run both offices for the transition period of three to four months is approximately $1 to $1.4 million and will result in NO cost savings.

The current Public Defender has reduced its bid by one million dollars over the next two years. Their reputation for serving the clients (your constituents) is beyond reproach. The same cannot be said for the incoming firm.

Rich Colwell, who you all know as a "numbers man", really blew it on this one. Waiting until five days before the end of the fiscal year to cancel a contract is not "best business practice". There are currently 5000 cases being handled by the Public Defender's office, including some high profile murder cases. Does the county expect a new firm to just jump in? The stress on the courts and judges will be tremendous.

Moreover, the county executive's have not even negotiated a transition plan and apparently have no plan. What will happen to all the people who are currently being defended?

Let's not waste the taxpayer's money any more. I suggest extending the contract with the current Public Defender for two years and allow the County Executive Office to get their act together. It's amazing how fast Placer County's reputation will go downhill when the only thing that is looked at is the bottom line.

Valerie George

(916) 747-1206

From: "A.J. Pongratz, Esq." <dragonslair88@yahoo.com>
To: <BOS@placer.ca.gov>
Date: Mon, Jun 12, 2006 10:34 AM
Subject: The Public Defender Contract

To the Board of Supervisors of Placer County:

The Placer County Board of Supervisors should be aware that changing the Public Defender contract to the Barker Firm, instead of keeping the current Public Defender with Mary Beth Acton, will not be cost effective to Placer County in the long run. Funding both offices over a transition period of three to four months will cost the county approximately 1 to 1.4 million dollars and as such, the change from the current Public Defender under Ms. Acton to the Barker Group will eliminate any anticipated cost savings.

Waiting until five days before the end of the fiscal year to cancel a contract is not a fiscally sound business practice. There are currently 5000 cases being handled by the Public defender's office. The transition from the current office to the replacement office will cause undue stress on the courts; furthermore, it will waste tax-payer dollars by forcing the county to pay for two offices to do the work of one office during a reasonable transition period.

As you know, the current Public Defender's Office under Ms. Acton has reduced its bid by one million dollars over the next two years. The current Public Defenders and Ms. Acton have a fine reputation for serving the clients, i.e. your constituents. In extending the contract with the current Public Defender for two years with the afforementioned cost savings, the County Executive Office will be better able to coordinate a more permanent change that will better serve the county.

Thank you

Regards,

A.J. Pongratz, Esq.
a concerned member of the bar

Do You Yahoo!?
Tired of spam? Yahoo! Mail has the best spam protection around
http://mail.yahoo.com

From: Carolyn <cchervy@yahoo.com>
To: <BOS@placer.ca.gov>
Date: Mon, Jun 12, 2006 11:08 AM
Subject: Public Defender contract

Board of Supervisors:

I want the Placer County Board of Supervisors to be aware that the savings from changing the Public Defender contract to the Barker Firm instead of keeping the current Public Defender with Mary Beth Acton, will all be lost in the cost for the transition time. The cost is close to $350,000.00, per month for each office. To run both offices for the transition period of three to four months is approximately $1 to $1.4 million and will result in NO cost savings. The current Public Defender has reduced its bid by one million dollars over the next two years. Their reputation for serving the clients (your constituents) is beyond reproach. The same cannot be said for the incoming firm.

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Thank you

Carolyn Chervenak

Do You Yahoo!?
Tired of spam? Yahoo! Mail has the best spam protection around
http://mail.yahoo.com

From: "Sandi Garrett" <sandig@starstream.net>
To: <BOS@placer.ca.gov>
Date: Mon, Jun 12, 2006 1:03 PM
Subject: PLACER COUNTY PUBLIC DEFENDER'S OFFICE

Board of Supervisors:

I want the Placer County Board of Supervisors to be aware that the savings from changing the Public Defender contract to the Barker Firm instead of keeping the current Public Defender with Mary Beth Acton, will all be lost in the cost for the transition time. The cost is close to $350,000.00, per month for each office. To run both offices for the transition period of three to four months is approximately $1 to $1.4 million and will result in NO cost savings. The current Public Defender has reduced its bid by one million dollars over the next two years. Their reputation for serving the clients (your constituents) is beyond reproach. The same cannot be said for the incoming firm.

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Thank you

Sandi Garrett

916-599-1727

sandig@starstream.net

436

From: "Marie-Elaina Romero" <mromero@foothill.net>
To: <BOS@placer.ca.gov>
Date: Mon, Jun 12, 2006 3:47 PM
Subject: Public Defender Contract

Board of Supervisors:

I want the Placer County Board of Supervisors to be aware that the savings from changing the Public Defender contract to the Barker Firm instead of keeping the current Public Defender with Mary Beth Acton, will all be lost in the cost for the transition time. The cost is close to $350,000.00, per month for each office. To run both offices for the transition period of three to four months is approximately $1 to $1.4 million and will result in NO cost savings. The current Public Defender has reduced its bid by one million dollars over the next two years. Their reputation for serving the clients (your constituents) is beyond reproach. The same cannot be said for the incoming firm.

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Thank you

Marie Romero

All Mbs DW TS CoB *

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JUN 12 2006
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5 BOS rec'd

From: "lauren demates" <ren_003@hotmail.com>
To: <BOS@placer.ca.gov>
Date: Mon, Jun 12, 2006 1:45 PM
Subject: public defenders

Board of Supervisors:

I want the Placer County Board of Supervisors to be aware that the savings from changing the Public Defender contract to the Barker Firm instead of keeping the current Public Defender with Mary Beth Acton, will all be lost in the cost for the transition time. The cost is close to $350,000.00, per month for each office. To run both offices for the transition period of three to four months is approximately $1 to $1.4 million and will result in NO cost savings. The current Public Defender has reduced its bid by one million dollars over the next two years. Their reputation for serving the clients (your constituents) is beyond reproach. The same cannot be said for the incoming firm.

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Thank you

Lauren DeMates

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438

Jack P. Reime
P.O. Box 139
Newcastle, CA 95658
(916) 663-3895

June 9, 2006

Bill Santucci
Placer County Board of Supervisors
175 Fulweiler
Auburn, CA 95603

Dear Supervisor Santucci,

Please allow me to introduce myself. My name is Jack P. Reime. I am one of the senior defense investigators for the current Placer County Public Defenders Office and the firm of Tauman and Koukol. I have enjoyed a short, but very rewarding career with this firm. As a retired California Highway Patrol Officer, I hold honor and ethics in very high esteem. I have found a high degree of both honor and ethics while working here.

I hold the oath I took when sworn in as a CHP Officer as strongly now as a criminal defense investigator, as I ever did as an active officer. However, in light of the present contract consideration, I fear for Placer County's future if the Barker firm is to be awarded the contract and I believe that I, in good conscience, will not be able to work for a law firm of such a questionable reputation.

I sincerely request that you evaluate all the factors involved in this contract decision carefully before making your final decision.

It is my humble opinion that once all the factors have been addressed, that the firm of Tauman and Koukol will be viewed as the best candidate for the contract of the Public Defenders Office.

Thank you for your consideration.

Respectfully,

Jack P. Reime

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JUN 13 2006
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Anne M. Maas
236 Brady Court
Sacramento, California 95820
(916) 425-4094

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June 9, 2006

Robert Weygandt
Placer County Board of Supervisors
175 Fulweiler Avenue
Auburn, California 95603

Hand Delivered

RE: PLACER COUNTY PUBLIC DEFENDER CONTRACT

Dear Supervisor Weygandt:

My name is Anne Maas and I am an Assistant Public Defender for Tauman and Koukol, aka Placer County Public Defender's Office. I have been employed by the Placer County Public Defender's Office since February 14, 2005. I am writing to you regarding the recommendation of the County Executive to give the Public Defender contract to the Law Office of John A. Barker and Associates.

I bring you this information from an objective standpoint. I have worked in other counties as a public defender, such as Sacramento for over three years. I left a very prestigious job there with great benefits. I was looking for a supportive environment that would provide training and experience to a hard working, true believing public defender. I found that here at the Placer County Public Defender's Office.

My family background also places me in a unique position to tell you about the Placer County Public Defender's Office. I was raised by a family of public defenders. My father, William Maas, has been a Deputy Public Defender for the City and County of San Francisco for twenty years and my brother, Thomas Maas, has been a Deputy Conflict Defender for the County of Solano for seven years. It is our mission in life to be of service to others who are less fortunate than we are. My family has insisted that in following in their footsteps, I provide zealous representation to every client. This includes extensive knowledge of the law, thoroughly researching legal issues and always being prepared and professional in and out of the courtroom.

My family would not support me working for any office or firm that did not promote the high standards they have set forth in public defense. They are extremely proud of all that I have done and learned in Placer County. For example, I was placed in our juvenile division last year under the supervision of Patricia Anderson, who has worked with juveniles for twenty-two years. I had previous experience working with juveniles in Sacramento, but through the mentoring I received from Ms. Anderson, we have been instrumental in providing services that actually rehabilitate our young people. This is beneficial to our youth and society as a whole.

I am asking you to please support giving the contract to Leonard Tauman. He has set the type of example in this office that I am proud to be a part of. He handles some of the most complex and difficult cases in our office, while always making sure he is available to assist the attorneys in our individual caseloads. He is not only a great attorney, but a great human being. This year I was faced with the possibility of having a malignant tumor and Mr. Tauman showed nothing but compassion and understanding.

I have spent a great deal of time reviewing all of the information concerning Mr. Barker's law firm and I have no intention of interviewing with or working for such an agency. I have decided that even if I have to be without a job as of June 30, 2006, I will do so to support the morals and values I have sworn to uphold as an attorney. I have a six-month old daughter to set an example for, and I want to always be able to tell her that I did not compromise my integrity.

Thank you for taking the time to read my letter. I hope you will consider my background and objectivity in making your decision.

Sincerely,

Anne M. Maas

ANNE M. MAAS
Assistant Public Defender

Hand Delivered

RECEIVED
JUN 08 2006
CLERK OF THE
BOARD OF SUPERVISORS

Larry DeMates
12440 Luther Rd.
Auburn, CA. 95603

June 8, 2006

Jim Holmes
Placer County Board of Supervisors
175 Fulweiler
Auburn Ca 95603

Dear Supervisor Kranz

I am a Criminal Defense Investigator with Tauman and Koukol or the Placer County Public Defender's office. I have worked and lived in Placer County since 1978. I have owned several businesses and been involved in the Human Service area since 1990.

I am writing to you regarding the recommendation of the County Executives in regards to the Public Defender Contract.

I have been involved in the criminal justice system in one regard or another for the last nine. I love my work and I love Placer County.

I have reviewed the information regarding the Barker firm. I will not with good conscience be able to work with the Barker firm. I do not want my name associated with the Barker firm. Our office cares about the clients and the law and fairness more than any other office I have worked for in my career.

I hope you take this under serious consideration as I truly do not want to leave this office or this county. I believe we deliver a quality to the County that will only improve with time.

Respectfully,

Larry DeMates

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JUN 07 2006

442

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JUN 06 2006
CLERK OF THE
BOARD OF SUPERVISORS

Linda Shell
8622 Hackmore Court
Antelope Ca 95843
916- 726-2360

Hand Delivered

RECEIVED
JUN 07 2006
BOARD OF SUPERVISORS

PH
JP
MB

June 8, 2006

Jim Holmes
Placer County Board of Supervisors
175 Fulweiler
Auburn Ca 95603

Dear Supervisor Holmes

Please allow me to take this opportunity to introduce myself. I am a Criminal Defense Investigator with Tauman and Koukol or the Placer County Public Defender's office and my name is Linda Shell. I came to work here in November of 2004. I am the mother of one and grandmother of one. I came to Placer County after my retirement from Sacramento where I spent thirteen years as a Process Server for the Sacramento County District Attorney's office and more than four years at the Sacramento County Public Defender's Office as an Investigative Assistant. I recently passed the private investigators testing process and am waiting for my license to arrive. I had planned to return to college to get my Bachelors degree in Social Science when the contract issue came up and I have been forced to delay my entry into Chapman University.

I am writing to you regarding the recommendation of the County Executives in regards to the Public Defender Contract.

I have been involved in the criminal justice system in one regard or another for the last twenty years. I love my work and I love Placer County.

I have reviewed the information regarding the Barker firm. I will not with good conscience be able to work with the Barker firm. I do not want my name associated with the Barker firm. Our office cares about the clients and the law and fairness more than any other office I have worked for in my career.

I hope you take this under serious consideration as I truly do not want to leave this office or this county. I believe we deliver a quality to the County that will only improve with time.

Respectfully,
Linda Shell
Linda Shell

443

JH

Ellen B. Johnson
2649 6th Ave.
Sacramento, CA 95818
(916)451-9800

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June 8, 2006

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JUN 09 2006
CLERK OF THE
BOARD OF SUPERVISORS

Jim Holmes
Placer County Board of Supervisors
175 Fulweiler
Auburn, CA 95603

Re: Placer County Public Defender Contract

Dear Supervisor Holmes:

I've been an investigator for the Placer County Public Defender (Tauman and Koukol firm) for sixteen years, primarily interviewing our clients. I am proud of the work that I do, laying the groundwork for the clients' defense. I'm also proud of the work of the rest of our staff, providing our clients with the thorough and intelligent representation that all defendants deserve.

I am deeply concerned about what will become of criminal justice in Placer County if the Barker firm is granted the Public Defender contract. A vigorous defense demands a thorough investigation: client interviews at the Jail, following up on witnesses, fieldwork at the scene, bringing in experts when called for. This crucial work can decide the difference between a finding of innocence and a finding of guilt. Our office provides this kind of thorough investigation.

A vigorous defense also demands attorneys with experience: knowledge of the law, trial experience, familiarity with the negotiation of fair sentences and knowledge of our local community and our shared values. At our office, experienced attorneys work with less experienced attorneys so all defendants are provided a vigorous defense.

The Barker firm does not provide an adequate defense to defendants; we all know of particular cases and lawsuits against them by now.

When the criminal justice system does not provide a vigorous defense, there is no recourse for the innocent accused of a crime. The justice system becomes a sham. I can't imagine that you, as a supervisor, want to be responsible for this happening in Placer County.

I strongly encourage you to avoid getting involved with the Barker firm. I encourage you to extend the Tauman and Koukol contract. The citizens of Placer County need a fair criminal justice system.

444

Sincerely,

Ellen B. Johnson

Ellen B. Johnson

Patricia E. Anderson
431 Olive Orchard Drive
Auburn, California 95603

RECEIVED
JUN 08 2006
BOARD OF SUPERVISORS

June 8, 2006

RECEIVED
JUN 09 2006
CLERK OF THE
BOARD OF SUPERVISORS

Jim Holmes
Supervisor, District 3
Placer County Board of Supervisors
175 Fulweiler Avenue
Auburn, California 95603

RE: PLACER COUNTY PUBLIC DEFENDER CONTRACT

Dear Supervisor Holmes:

My name is Trish Anderson. I have been an attorney for the Placer County Public Defender's Office since April 1, 1984. During this time, I have given birth to two daughters. Both have gone to public schools in Auburn and are now college students. Molly is completing her nursing pre-requisites at Sierra College and Hannah is a junior at Chico State majoring in music. I am married to a Placer County courtroom reporter who is preparing to retire after almost twenty-five years of service to Placer County.

I have dedicated my career to representing children who have, for a variety of reasons, broken the law. I have represented thousands of youth ranging from petty thieves to accused murderers. Through the years I have learned that each of these children has a story. I have made it my practice to investigate and hopefully understand what is driving the behavior that has resulted in the unlawful actions taken by these youth. This understanding of their behavior is necessary in determining the proper interventions and services needed to prevent a future recurrence of these behaviors, hence decreasing the risk of re-offending.

On many occasions, I represented this county as a team member at numerous conferences sponsored by the Judicial Council of California AOC. I have presented at conferences sponsored by the Attorney General of California, the State Bar of California, the Judicial Council of California, as well as national and state sponsored youth court programs. I was on the Liza Gibbons Show when our Peer Court presented a live trial on national television.

I have assisted the Court and Probation Department in this county in creating many of our existing programs including Peer Court, Drug Court, and the Youth Resource Center.

I have volunteered my time to the Bench by sitting Pro Tem presiding over thousands of traffic cases during an approximate two-year period awaiting the appointment of a new traffic referee.

I have attended many legal conferences, some national as well as many throughout the state. While my employer paid the registration fee to attend, I have paid my airfare, gas, food, and hotel bills. I gladly paid these expenses in exchange for the information I brought back to my practice at the Public Defender's Office.

After twenty-two years of service to this community I am faced with the possibility of leaving the city I love in order to seek employment. I have, until this time, planned on at least another ten years of service rewarded by my ever-changing view of the canyon out my front window each morning.

I have given my children two pieces of advice: One is that you only have one reputation, and the other is to find a job you love. I have worked hard to maintain what I believe is a good reputation within the local legal community as well as the community in which I live.

I will not work for the proposed replacement law firm currently being considered by the County Executive. Their reputation within the legal community is both ethically and professionally well below my standards as well as that of my colleagues. They have a documented history of inappropriate legal actions against them both for inadequate assistance of counsel and wrongful termination of employment. The declarations in these actions, which are a matter of public record, state that that law firm would advise their court appointed clients that they would get better representation if they gave their court appointed attorney money. The firm is also known to hire very inexperienced attorneys giving them little or no direction, supplies or motivation to better the quality of their services to their clients and the community in which they are serving.

Over the years I have seen Placer County grow from a legal "Cow County" to a well-respected innovative legal presence with many cutting edge legal programs.

I have recently been asked to sit on a Judicial Council AOC statewide committee. I consider this a very prestigious validation of how our work has been perceived by policy and law makers.

Please do not throw us back to the days in which we would be dismissed as uninformed advocates never recognized for our accomplishments. I am only asking that I be allowed to continue my public service to this County with the dignity of a salary that is not at the bottom of the California Public Defender state-wide salary scale. I wish to continue practicing with current technology, a computer, on-line legal research, and with a client profile program that can immediately access our clients' history with our office within seconds.

I cannot imagine not working in this community as of July 1, 2006. I urge you to consider the letters and documents provided to you by our friends and your constituents in making this very serious decision.

Thank you for your anticipated consideration in this matter

Respectfully submitted,

PATRICIA E. ANDERSON

6-8-06..

RECEIVED
JUN 09 2006
BOARD OF SUPERVISORS

RC MB JP LR DW * COB

Hon. Board of Supervisors:

I am contacting you with the hope that you please maintain the current Public Defenders Office.

My experience is thirty years in Law Enforcement. The last 4 yrs providing Court Security w/Placer Co. Sheriff's Dept.

Witnessing the professional manner, and complete dedication of staff members Mary Beth Acton, David Brooks, Josh Kurtz, Cyn. Woodburn, Ann Moss, and Pat Anderson (plus others), made me proud of our County that provided such excellent Legal protection to the public.

Sincerely,

Mr. Duane Sands
1773 Leander Ln

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JUN 08 2006
CLERK OF THE
BOARD OF SUPERVISORS

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JUN 07 2006
BOARD OF SUPERVISORS

6/8/2006

Mr. Jim Holmes, District 3
Placer County Board of Supervisors:
175 Fulweiler Avenue
Auburn, CA 95603

RE: Public Defender Contract with Placer County

Dear Mr. Holmes:

I am writing to you as a Placer County resident and taxpayer, about the renewal of the County's contract with Tauman and Koukol (the firm that has had the Public Defender contract for about the last 18 years). My wife is an employee with the firm and so I have been hearing a lot about the negotiations and all that has been happening. My father is a retired Highway Patrolman and I was raised with a tremendous respect for the law and the importance of ones' personal integrity. If even a quarter of the things I have been hearing are true, I am appalled, as a resident of Placer County, that my home county would even consider choosing a firm (Barker Law Firm) that has had so many repeated filings against them for inadequate representation of counsel and has complete disregard of any morals or decency whatsoever.

The fiscal risk that Placer County would be facing by choosing Barker would be substantially more than any savings you might get from choosing a lower bidder. But more importantly, I feel, the rights of the defendants to have adequate counsel and the integrity of the Public Defender's office--as well as the board of Supervisors and Placer County--are at stake here as well.

On your June 13th Board meeting, you will be making the decision regarding the Public Defenders contract. Please investigate for yourself the facts that are of public record concerning the Barker firm so that you can fully understand the magnitude of problems that come with that firm.

I urge you to retain Tauman and Koukol as the Public Defenders.

I know first hand that the Tauman and Koukol firm holds high standards as Public Defenders and would continue to provide proper counsel to the citizens of Placer County.

Again, I strongly urge you to please vote in favor of retaining the Law Firm of Tauman and Koukol as the Placer County Public Defenders.

Very Sincerely,

Howard George
2949 Fescue Way
Lincoln, CA 95648
(916) 543-9938

450

Jim Holmes - District 3

Dear Placer County Supervisor-

I am a former employee of Leonard Tauman. I helped provide indigent defense services to the people of Placer County for 11 years from 1990 until 2001. I left on good terms to pursue opportunities in Sacramento. During the time I was there I was (and remain) extremely proud of the work my colleagues and I performed. I believe Placer County received and continues to receive extremely good work from the contract firm headed by Leonard K. Tauman.

I have heard that the Board of Supervisors will vote on June 13th to either contract for these services again with the Tauman firm, or to contract with an out of town firm to come in and provide indigent defense services. The Barker firm has several contracts in other counties to provide services. Where that firm has gone, complaints have followed. Litigation occurs.

Public defender services may seem abstract to you at this time. The need for a strong public defenders office may not be obvious to you. Believe me, having represented citizens accused of crimes they did not commit, there are few services more important than providing the citizen accused with a strong defense. Without a strong defense, the person charged with a crime they did not commit will wind up convicted. Strong advocacy on both sides of the aisle is what protects us from anarchy, on the one hand, and oppression, on the other. Placer County is lucky to have had strong advocacy by both the District Attorney and the Public Defender.

The Tauman group has provided strong advocacy, at a fair price, for sixteen years. The Barker group has no employees yet in Placer County. They have neither an office for clients to go to, or a local number for clients to call. They have a reputation for staffing their offices with inexperienced attorneys. To contract with this out of town organization is a recipe for litigation and disaster for Placer County.

I urge the members of the Board to reject the uninformed recommendation of the search committee and to negotiate an extension with the Tauman group.

Thank you for taking the time to read this letter.

D. Mickey Sampson
2649 6th Avenue
Sacramento CA 95818

Mickey

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JUN 08 2006
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Placer County Board of Supervisors
Mr. Bill Santucci
175 Fulweiler Ave
Auburn, CA 95603
Fax: 530-889-4009

RE: PLACER COUNTY PUBLIC DEFENDER CONTRACT

Dear Mr. Weygandt,

The law office of Tauman & Koukal provides adequate council for indigent clients and I strongly urge you to retain there services for the next term. As a Placer County voting and taxpaying citizen, I prefer seeing my tax dollars go to a firm that is loyal, honest, moral, and has very dedicated employees. The law office of Tauman & Koukal meet all of my criteria and seeing its contract not renewed would be a big disappointment for me. When it comes time to vote on June 13, please consider all that the Tauman & Koukal law office has done for Placer County the last 16 years. The other law firm that placed a bid is NOT the right fit for this thriving County. Thanks for taking the time to read this.

Congratulations on your reelection.

Best regards,

Alexandra Strom

June 7, 2006

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JUN 08 2006
BOARD OF SUPERVISORS

RC MB JP RA DW * CB

Jim Holmes
175 Fulweiler Avenue
Auburn, CA 95603

Dear Mr. Holmes,

As a soon to be resident of Placer County and a criminal defense lawyer in an adjoining County I am very concerned about the possibility that Placer County will opt to eliminate the Public Defender who has provided service to the County since 1990 and replace that firm with an out of town firm. Our system depends on strong advocacy from the District Attorney and the defense. Without the kind of advocacy provided by Mr. Tauman's firm, an imbalance will occur and this will result in the conviction of innocent men, women and juveniles.

For the last sixteen years both sides have had strong advocacy. In a tremendous number of cases justice was served as a result. Strong advocacy may occasionally appear as obstruction to people with little knowledge of the system, but in reality it is necessary to preserve our system of justice.

You are apparently considering entering into a contract with the Barker firm. That firm presently has several contracts to provide indigent defense services in other parts of California. That firm has been a litigation magnet where they have worked in the past. That firm is unlikely to retain all of the fine attorneys in Mr. Tauman's firm. That firm has a reputation for bringing in inexperienced attorneys to do the work required.

I understand that the Barker firm has no local address, no local telephone number, no local employees, and is anticipating handling all of the counties indigent defense services as of July 3, 2006.

I ask you to consider carefully the full costs of the move before you commit. The phrase penny wise and pound foolish leaps to mind.

Sincerely,

Amanda Reeves

453

JH

Crystal R. Lamb
Attorney at Law
11375 Quartz Dr. #80
Auburn, CA 95602

June 7, 2006

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RC MB JP RA DW * COB

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CLERK OF THE
BOARD OF SUPERVISORS

Board of Supervisors
175 Fulweiler
Auburn, CA 95603

RE: Public Defender's Contract

Dear Board Members:

There have been rumblings in the defense community for several years now about the issues and potential conflicts presented by counties who use private contractors for indigent defense services. There are many astute legal minds who believe that it presents an inherent conflict of interest to award a contract to a private firm to provide public defender services. The fear is that the clients' rights and interests will be sacrificed to protect the monetary interests of the firm who holds the contract.

We live in a climate in which District Attorneys' offices and law enforcement agencies are given more and more resources to prosecute citizens, while counties allocate proportionately less and less to enable a reasonable defense. The greater the imbalance between a citizen's ability to defend himself, and the state's ability to prosecute, the closer we come to forcing radical change. History is replete with examples. Radical change is never painless, and rarely cheap.

In 1963, the U.S. Supreme Court decided the landmark case of *Gideon vs. Wainwright*. In that case the court said, "[The assistance of counsel] is one of the safeguards of the Sixth Amendment deemed necessary to ***insure fundamental human rights of life and liberty***. . . . The Sixth Amendment stands as a constant admonition that if the constitutional safeguards it provides be lost, justice will not 'still be done.'"

Since *Gideon*, the courts have decided piecemeal what the right to counsel must include. The courts have decided that citizens have a Constitutional right to effective assistance of counsel. Encompassed in this concept, is zealous advocacy, investigation, use of experts and a fully-explored defense.

Appellate courts increasingly interpret the right to counsel to impose ever greater duties on defense counsel while providing exponentially fewer resources to enable them to comply [I refer you to the public defender in L.A. who was sued for failing to uncover the Rampart conspiracy and police malfeasance].

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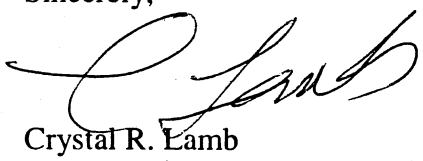
If both of these trends continue simultaneously, it is virtually assured that a class action will be brought against municipalities for wholesale violation of citizens' right to appointed, effective counsel, as delineated in *Gideon* and its progeny. It was such a class action that recently resulted in the settlement for parolees which forced the state to provide appointed counsel for parole revocation proceedings.

As an attorney who has worked for both firms at issue here, Barker & Associates and Tauman & Koukol, I can say that the difference is simple, and stark: Leonard Tauman would never, under any circumstances, sacrifice a client's rights in order to pad his pocket book. The Barker firm, by contrast, epitomizes the flaws and inherent problems with the private contract system. They are held up as the paradigm to avoid.

I urge this board to make a wise choice, not merely an expedient, ostensibly cheap one. Because the real cost of your decision on June 13th is borne by the citizens, your constituents. Sacrificing the legitimacy and integrity of the judicial system (and it can have neither, if it operates in a fundamentally unbalanced fashion), is a price too high to pay.

Sincerely,



Crystal R. Lamb

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CLERK OF THE
BOARD OF SUPERVISORS

6/6/2006

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JUN 07 2006

BOARD OF

Placer County Board of Supervisors

Jim Holmes
175 Fulweiler Avenue
Auburn, CA 95603

RE: Indigent Defense Contract with Placer County

Dear Supervisor Holmes:

I am writing to you as a Placer County resident and taxpayer, and a current employee of Tauman and Koukol (the firm that has had the Public Defender contract for about the last 16 years). Of course, I have a personal stake in your decision because I want to keep my job. However, regardless of my employment, I am appalled as a resident of Placer County that my home county would even consider choosing a firm (Barker Law Firm) that has had so many repeated filings against them for inadequate representation of counsel and has complete disregard of any morals or decency whatsoever. Does the county fully understand the fiscal risk they are taking should they choose Barker? More importantly, does the county care more about money than integrity and the rights of its citizens?

I realize that the Barker firm placed a lower bid and saving money is important to the county. It may appear that Placer County will save money by choosing the lower bidder; however, the liability that the county will undertake in the long run could not possibly be worth the short term "savings".

Moreover, the right of a defendant to have adequate counsel should be of equal importance. The integrity of the Public Defender's Office is at stake here.

At your June 13th Board meeting, you will make the decision regarding the Public Defender contract. I urge you to investigate for yourselves the facts that are of public record concerning the Barker firm so that you can fully understand the magnitude of problems that come with that firm.

I urge you to retain the Tauman and Koukol firm as the Public Defender.

As an employee here, I know first hand that the Tauman and Koukol firm holds high standards as Public Defender and would continue to provide proper counsel to the citizens of Placer County.

Again, I strongly urge you to vote in favor of retaining the Law Firm of Tauman and Koukol as the Placer County Public Defenders.

Sincerely,

Valerie George

Valerie George
2949 Fescue Way
Lincoln, CA 95648
(916) 543-9938

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JUN 09 2006
CLERK OF THE
BOARD OF SUPERVISORS

June 3, 2006

Bill Santucci
Placer County Board of Supervisors
175 Fulweiler Ave
Auburn, CA 95603
Fax: 530-889-4009

RE: PLACER COUNTY PUBLIC DEFENDER CONTRACT

Dear Bill,

The law office of Tauman & Koukal provides adequate council for indigent clients and I strongly urge you to retain their services for the next term. As a Placer County voting and taxpaying citizen, I prefer seeing my tax dollars go to a firm that is loyal, honest, moral, and has very dedicated employees. The law office of Tauman & Koukal meet all of my criteria and seeing its contract not renewed would be a big disappointment. When it comes time to vote on June 13, please consider all that the Tauman & Koukal law office has done for Placer County the last 16 years. The other law firm that placed a bid is NOT the right fit for this thriving County. Thanks for taking the time to read this.

Best regards,

Jeff Dal Bon

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JUN 09 2006

CLERK OF THE
BOARD OF SUPERVISORS

June 3, 2006

Robert Weygandt
Placer County Board of Supervisors
175 Fulweiler Ave
Auburn, CA 95603
Fax: 530-889-4009

RE: PLACER COUNTY PUBLIC DEFENDER CONTRACT

Dear Robert,

The law office of Tauman & Koukal provides adequate council for indigent clients and I strongly urge you to retain their services for the next term. As a Placer County voting and taxpaying citizen, I prefer seeing my tax dollars go to a firm that is loyal, honest, moral, and has very dedicated employees. The law office of Tauman & Koukal meet all of my criteria and seeing its contract not renewed would be a big disappointment. When it comes time to vote on June 13, please consider all that the Tauman & Koukal law office has done for Placer County the last 16 years. The other law firm that placed a bid is NOT the right fit for this thriving County. Thanks for taking the time to read this.

Best regards,

Jeff Dal Bon

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CLERK OF THE BOARD OF SUPERVISORS

DATE: 6/1/06

Number of pages plus cover 1

TO: Robert Waygandt

FAX: 530-889-4009

FROM: JOYCE WOOLF, CIPS, CRS, GRI RE/MAX Gold of Roseville
FAX: ✓ 916-774-0779 (home office fax)
___ 916-218-7510 (office fax)

RE: Public Defense

see attached letter

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JUN 01 2006
BOARD OF SUPERVISORS

MB DW RA

If a response is requested please fax back to:
✓ home office fax
___ office fax

A FAX FOR YOU

joyce@joycewoolf.com 916-759-7050(cell) 866-66JOYCE(toll free) www.joycewoolf.com

459

June 1, 2006

Mr. Robert Weygandt
Placer County Board of Supervisors
175 Fulweiler Ave.
Auburn, CA 95603
530-889-4009

Dear Mr. Weygandt,

I am writing in support of the Dan and Karen Madsen family and their son, Caleb, and other individuals in the county who have fallen under unfortunate circumstances. It has come to my attention that Placer County hires independent law offices for the Placer County Public Defense. It is also my understanding that the contract for this position of Public Defense is going to be voted on in June by the Board of Supervisors, and that the law office that gets the contract is the law office that bids the lowest.

First of all, if that is the only criterion, I think you are making a grave error. My daughter is a law grad from USC and it has become very apparent to me that you get what you pay for.

Secondly, I understand that Tauman and Koukal Law Offices currently represent the Placer County public defense. They have done this since 1990. At this time they are defending Caleb Madsen and have done an excellent job over the past 10 ½ months preparing his case. The preliminary trial has occurred and now Caleb's trial will be scheduled as soon as the county makes the decision about the law office that will represent him. If the public defense team is changed mid-stream and a new "cheaper" team is brought in it will be devastating to Caleb's case and to Caleb, himself. A new team will require many more hours of work to get brought up to speed on the situation, thus prolonging Caleb's time in jail and causing an extra burden on the taxpayers in general.

I implore you to keep the existing law office that has been independently hired by Placer County in place for another four years, or at least let them complete the cases on which they have already been working. The countless hours spent on the case development and client/attorney relationship development are irreplaceable. It is an injustice to both the Madsen family and the family of the young man that was murdered as both families continue to suffer and grieve while this aspect of our legal system is delayed and prolonged.

I plea for your understanding and appropriate action in this matter.

Sincerely,

Joyce Woolf
6257 Del Oro Rd.
Granite Bay, CA 95746
916-774-0229
joyce@joycewoolf.com

June 1, 2006

RECEIVED
JUN 02 2006
BOARD OF SUPERVISORS

Jim Holmes
Placer County Supervisor
175 Fulweiler Avenue
Auburn, CA 95603

RECEIVED
JUN 09 2006
CLERK OF THE
BOARD OF SUPERVISORS

RE: *INDIGENT CRIMINAL DEFENSE CONTRACT*

Dear Supervisor Holmes:

I am writing in response to the recommendation by Assistant CEO Richard Colwell that Placer County replace Tauman & Koukol, the existing Contract Public Defender's Office, with the Barker Law Firm. I apologize in advance for the length of this letter. but respectfully request that you take the time to read and consider it prior to the Board of Supervisors meeting scheduled for June 13, 2006.

I have been a Legal Secretary for over 30 years. I began that position with the San Joaquin County Public Defender's Office where I met and worked for Leonard Tauman, who was a Deputy Public Defender. When Mr. Tauman went into private practice in 1980, I left San Joaquin County and became Mr. Tauman's personal legal secretary. In 1990 Mr. Tauman was awarded the Placer County Indigent Criminal Defense Contract and my husband and I relocated to Auburn with him. I would not have left my employ with San Joaquin County nor would I have left my family and friends and asked my husband to relocate to Auburn if I did not believe that Leonard Tauman was an ethical attorney who believed in what he was doing.

The current Placer County Public Defender's Office under Leonard Tauman's supervision encourages attorneys, investigators, and secretaries to 1) attend training seminars and pays their tuition fees, 2) belong to associations such as the Placer County Bar Association and the National Defense Investigators Association and pays their membership fees, and 3) request any reference books or online reference subscriptions they feel are necessary to their work for which the office pays. Within the past year and a half, the Placer County Public Defender's Office has hosted three MCLE accredited seminars to which the local Bar and attorneys in Sacramento, CA, have been invited and attended, and this is a practice that would be continued. Leonard Tauman's office is always open for staff to consult with him regarding cases and strategies.

The first topic I would like to address, as it is obviously the most important topic to consider, is the defense of our present clients. With serious felony cases where clients are possibly faced with a sentence of 25 years to life and where many may have mental health issues, it is important to establish an attorney/client relationship. This case take months to do. To now have to quickly turn these cases over to another, and routinely with the Barker Firm less experienced, attorney would be devastating to the client and costly to Placer County. I realize that to the "general population" of Placer County that have never experienced being charged with a criminal offense themselves, or a member of their family or friend, feel that if anyone has been arrested they must be guilty and should be punished. For those that have gone through the criminal justice system or have stood by a family member or friend, they realize how vitally important it is to have a strong, experienced, and ethical advocate for them. Each and every one of our clients is a unique individual who deserves the most competent representation possible. This is the current Placer County Public Defender's Office under the supervision of Leonard Tauman.

I would now like to address some of the accomplishments and attributes that set Leonard Tauman and the current Public Defender's Office apart from the Barker Law Firm. Trish Anderson, Assistant Public Defender, was instrumental in starting Peer Court, which is now nationally recognized. Leonard Tauman and Mary Beth Acton, Chief Assistant Public Defender, are also active participants with Peer Court. Ms. Acton recently received numerous awards for her outstanding work with Peer Court.

Leonard Tauman and Mary Beth Acton are actively involved with the Criminal Justice Police Committee and its efforts to restructure DUI court and implement the video arraignments. Both of these projects have been tediously worked on for months by members of the Bench, the CEO. Placer County Public Defender's Office, and law enforcement agencies such as the District Attorney's Office, Probation Department, and the Placer County Jail. To now substitute Leonard Tauman and Mary Beth Acton for a member(s) of a new firm would require the Criminal Justice Policy Committee to scrap the work done so far and start over.

Leonard Tauman and Mary Beth Acton are both approved to handle a death penalty case. To my knowledge no other attorneys in Placer County are so approved. This attests to the experience and quality of staff of the current Public Defender's Office under the direction of Leonard Tauman. It is my understanding that the contract with the Barker Law Firm being recommended by Assistant CEO Richard Colwell specifically excludes that firm from handling a death penalty case. This would require Placer County appointing an attorney outside the Public Defender's Office, and most probably outside Placer County, for which Placer County would be billed separately. Such representation would be so costly to Placer County that it could take only one death penalty case during the course of the 2006-2008/2010 contract to easily exceed the gap between the Tauman & Koukol proposal and the Barker Law Firm proposal. With the rapid growth in population of Placer County comes an increase in serious crime. Since 1990 the Placer County Public Defender's Office has been appointed on several death penalty cases, and it is more likely that a death penalty case, or cases, will arise during the next contract period.

The relocation of most of the criminal courts and the clerk's offices to the new South Placer Criminal Justice Center will, by itself, be chaotic for quite some time. To add to this chaos such a drastic change as an entirely new Public Defender's Office would be devastating to the daily routine of the courts. The support staff of the current Public Defender's Office have established rapports with the court clerks and judicial clerks and are knowledgeable in court filing guidelines and time statutes, all of which would make this transition to the new facility run as smoothly as possible. I know that the majority of the present Public Defender's Office staff will not be accepting positions with the Barker Law Firm, and I believe it will be impossible for the Barker Law Firm to staff an office with competent counsel to cover all the courts involved by July 1, 2006, not to mention support staff to assist in the handling of those cases.

I feel compelled to advise you as a member of the Board of Supervisors and as someone responsible for the efficient, competent, and economical running of Placer County of the quality of representation reputation the Barker Law Firm has. The Barker Law Firm is the "poster firm" for how NOT to run a public defender's office. This firm is not recognized in the criminal defense community for the entire state of California as a legitimate "defense" firm. They have been overturned on appeal several times in the past year for incompetency of counsel, the most recent being in April 2006. It has been alleged by former employees of their firm that they are encouraged and compensated for convincing court appointed defendants to retain the firm as they would receive better representation (from the same attorney) if they were retained rather than court appointed. The Barker Law Firm is well-known for basically employing new admittees to the California State Bar and immediately assigning them serious felonies such as murders, rapes, molestations, and Three Strike cases. A recent ex-employee of the Barker Law Firm accounted to me about a new employee being assigned a murder case on their first morning at work. This new employee left for lunch and never returned. Many court appointed defendants nationwide already feel they are not being represented by a "real attorney" if they have a public defender, and the Barker Law Firm reinforces that feeling. I do not understand how Assistant CEO Richard Colwell arrived at his decision that the Barker Law Firm was a reputable firm and deserving of this contract. I would find it harder to understand and accept if the Board of Supervisors approved this contract and brought such an unethical firm into Placer County.

Are there issues that need to be addressed in the current Placer County Public Defender's Office under the direction of Leonard Tauman? Of course there are. As with any growing office, issues arise. These issues have, for the most part, now been resolved and steps are being taken to prevent similar issues from happening again. Any issue with the current Placer County Public Defender's Office will appear small and significant when compared to the issues that will most certainly arise, and will arise quickly, for the courts and Placer County if the Barker Law Firm is awarded this contract. You must not "throw out the baby with the bath water."

Thank you for taking time from your busy schedule to read and consider my concerns. Obviously the fact that I have known, worked with, and been employed by Leonard Tauman for over 30 years may raise concern and/or suspicion as to the contents of my letter. Everything I have stated is public record and easily confirmed. I urge you to do that. Please do not accept Assistant CEO Richard Colwell's recommendation on its

face; please do your own investigation. I am trusting you to do what you were elected and held responsible to do.

Sincerely,

Wilda Paulette Dodgion

WILDA PAULETTE DODGION
1800 Hoskins Lane
Auburn, CA 95603
(530) 263-3456

RECEIVED
JUN 08 2006
CLERK OF THE
BOARD OF SUPERVISORS

June 1, 2006

Placer County Board of Supervisors
175 Fulweiler Ave.
Auburn, Ca.95603

Attn: Jim Holmes

Dear Supervisor Holmes:

This letter is in regard to the rehiring of the present Public Defenders Office and the people that work in that office.

My Daughter, in her forties, had the need for a public defender and I sat in on several of their meetings.

I found the Lead attorney as well as the trial attorney, Andy Read, to be very helpful and concerned with my daughter's case.

Many years ago my daughter had need of a public defender over in Lake County and the person representing her was unprepared for the case and it was a very unfortunate outcome.

The people of the Placer County Public Defenders Office, I think, have been a great help to those who need their help

I would hope that you see fit to renew their contract.

Respectfully,

Cedric O'Hern

Cedric O'Hern
POBox 436
Penryn, Ca. 95663

RA
JD
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JUN 09 2006
CLERK OF THE
BOARD OF SUPERVISORS

Debbie Chateauvert
4435 Quail Lake Drive
Loomis, California 95650
Telephone: (916) 660-1644
Fax: (916) 652-9333

May 31, 2006

Mr. Robert Weygandt
Placer County Board of Supervisors
175 Fulweiler Ave.
Auburn, CA 95603

Dear Mr. Weygandt:

I am writing as a concerned resident of Placer County regarding a matter being presented for a vote by the Board of Supervisors in June 2006. The issue of hiring a new (read cheapest) law firm to the position of Placer County Public Defense seems ill advised. The firm of Tauman and Koukai who have served this county since 1990, and surely you can agree have done a fine job; deserve to be considered when you cast your vote. Should you choose to retain another firm; those defendants whose cases are already in process will undoubtedly suffer. The many hours invested in discovery, development of the case and the building of the attorney / client relationship are irreplaceable. I would ask you to allow the firm of Tauman and Koukai to complete the cases which they began. I appreciated your service to this County and its citizens.

Respectfully,

D. Chateauvert
4435 Quail Lake Dr.
Loomis, CA 95650
(916) 660-1644

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BOARD OF SUPERVISORS

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JUN 09 2006
CLERK OF THE
BOARD OF SUPERVISORS

May 31, 2006
Placer County Board of Supervisors
175 Fulweiler Ave.
Auburn, Ca 95603

Mr. Ted Gaines:

I am writing in regards to the independent law offices hired by Placer County for Public Defense. It has come to my attention that the board of supervisors will be voting on a new law office to represent Placer County in June. It is also my understanding that the law office that bids the lowest will get the contract. I have a problem with this transition because of the cases that will now be affected. I have a friend whose son, Caleb Madsen is on trial and his public defense team has been working vigorously to defend him for the last 10 months. Now, with this change in law offices his case will be hugely affected. It would make a great deal of sense to allow his current attorneys to finish what they have started and be allowed to try this case as well as others they have begun. I think this is a very reasonable request seeing that Caleb's entire life is at stake. Each defendant has a right to a fair trial and this abrupt transition would be seriously hindering that from happening. It would be a shame for his and other cases to be completely overlooked and for another law office to step in at this late stage and not have the kind of defense that Caleb and others deserve. I hope that you will seriously consider this request.

Sincerely,
Johnna Jackson
4327 Rhone Court
Loomis, Ca 95650

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May 31, 2006

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CLERK OF THE
BOARD OF SUPERVISORS
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BOARD OF SUPERVISORS

Placer County Board of Supervisors
Jim Holmes, District 3
175 Fulweiler Avenue
Auburn, CA 95603

RE: Public Defender Contract with Placer County

Dear Board Members:

On your June 13th Board meeting, you will have a decision to make regarding the awarding of the Public Defenders contract. I urge you to retain Tauman and Koukol as the Public Defenders against the recommendation of Rich Colwell.

I understand that the Barker Law Firm has placed a lower bid. Do you understand why the bid is so low? His firm has extorted money from public defender clients for a "better defense", the State Bar has issued an opinion that Barker's Public Defender contracts do not meet state guidelines, the firm hires inexperienced attorney's out of law school and places them in serious cases and caseloads in which they are not qualified to handle, provides few resources for the defense of clients, does not give due diligence and has had several lawsuits for inadequate representation from counsel (this is all public record). I know of another lawsuit that will be filed within the week. I can just imagine the lawsuits that will be filed against Placer County due to this firm's very poor representation and reputation.

What if your sons or daughters get involved with the wrong crowd or are in the wrong place at the wrong time? Can you afford $200 to $300 per hour for fair representation? Maybe you can, but I can't and I know many others who could not afford it either.

As a voting citizen, I feel I must express my opinion. The liability that this Board would put upon the citizens of Placer County if the Barker Law Firm is awarded this bid will be truly financially disastrous. I cannot support any of the current Placer County Board of Supervisors in the next election if this Board will be short-sighted and fiscally unsound.

Again, I strongly urge you to vote in favor of retaining the Law Firm of Tauman and Koukol as the Placer County Public Defenders.

Sincerely,

Signature

Date 6/7/06

Printed Name Kathy Wising

Street Address 2840 Richardson

City Auburn State CA Zip Code

May 31, 2006

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JUN 08 2006
CLERK OF THE
BOARD OF SUPERVISORS

Placer County Board of Supervisors
Jim Holmes, District 3
175 Fulweiler Avenue
Auburn, CA 95603

RE: Public Defender Contract with Placer County

Dear Board Members:

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What if your sons or daughters get involved with the wrong crowd or are in the wrong place at the wrong time? Can you afford $200 to $300 per hour for fair representation? Maybe you can, but I can't and I know many others who could not afford it either.

As a voting citizen, I feel I must express my opinion. The liability that this Board would put upon the citizens of Placer County if the Barker Law Firm is awarded this bid will be truly financially disastrous. I cannot support any of the current Placer County Board of Supervisors in the next election if this Board will be short-sighted and fiscally unsound.

Again, I strongly urge you to vote in favor of retaining the Law Firm of Tauman and Koukol as the Placer County Public Defenders.

Sincerely,

Signature

6-7-06
Date

Printed Name

21700 Sweet Earth Rd Box 314
Street Address

Weimar CA 95736
City State Zip Code

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JUN 07 2006
BOARD OF SUPERVISORS

May 31, 2006

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JUN 0 8 2006
CLERK OF THE
BOARD OF SUPERVISORS

Placer County Board of Supervisors
Jim Holmes, District 3
175 Fulweiler Avenue
Auburn, CA 95603

RE: Public Defender Contract with Placer County

Dear Board Members:

On your June 13th Board meeting, you will have a decision to make regarding the awarding of the Public Defenders contract. I urge you to retain Tauman and Koukol as the Public Defenders against the recommendation of Rich Colwell.

I understand that the Barker Law Firm has placed a lower bid. Do you understand why the bid is so low? His firm has extorted money from public defender clients for a "better defense", the State Bar has issued an opinion that Barker's Public Defender contracts do not meet state guidelines, the firm hires inexperienced attorney's out of law school and places them in serious cases and caseloads in which they are not qualified to handle, provides few resources for the defense of clients, does not give due diligence and has had several lawsuits for inadequate representation from counsel (this is all public record). I know of another lawsuit that will be filed within the week. I can just imagine the lawsuits that will be filed against Placer County due to this firm's very poor representation and reputation.

What if your sons or daughters get involved with the wrong crowd or are in the wrong place at the wrong time? Can you afford $200 to $300 per hour for fair representation? Maybe you can, but I can't and I know many others who could not afford it either.

As a voting citizen, I feel I must express my opinion. The liability that this Board would put upon the citizens of Placer County if the Barker Law Firm is awarded this bid will be truly financially disastrous. I cannot support any of the current Placer County Board of Supervisors in the next election if this Board will be short-sighted and fiscally unsound.

Again, I strongly urge you to vote in favor of retaining the Law Firm of Tauman and Koukol as the Placer County Public Defenders.

Sincerely,

Maureen Dwinell
Signature

June 6, 2006
Date

Maureen Dwinell
Printed Name

7605 Karchner Rd
Street Address

Sheridan CA 95681
City State Zip Code

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JUN 07 2006
BOARD OF SUPERVISORS

May 31, 2006

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JUN 08 2006

CLERK OF THE
BOARD OF SUPERVISORS

Placer County Board of Supervisors
Jim Holmes, District 3
175 Fulweiler Avenue
Auburn, CA 95603

RE: Public Defender Contract with Placer County

Dear Board Members:

On your June 13th Board meeting, you will have a decision to make regarding the awarding of the Public Defenders contract. I urge you to retain Tauman and Koukol as the Public Defenders against the recommendation of Rich Colwell.

I understand that the Barker Law Firm has placed a lower bid. Do you understand why the bid is so low? His firm has extorted money from public defender clients for a "better defense", the State Bar has issued an opinion that Barker's Public Defender contracts do not meet state guidelines, the firm hires inexperienced attorney's out of law school and places them in serious cases and caseloads in which they are not qualified to handle, provides few resources for the defense of clients, does not give due diligence and has had several lawsuits for inadequate representation from counsel (this is all public record). I know of another lawsuit that will be filed within the week. I can just imagine the lawsuits that will be filed against Placer County due to this firm's very poor representation and reputation.

What if your sons or daughters get involved with the wrong crowd or are in the wrong place at the wrong time? Can you afford $200 to $300 per hour for fair representation? Maybe you can, but I can't and I know many others who could not afford it either.

As a voting citizen, I feel I must express my opinion. The liability that this Board would put upon the citizens of Placer County if the Barker Law Firm is awarded this bid will be truly financially disastrous. I cannot support any of the current Placer County Board of Supervisors in the next election if this Board will be short-sighted and fiscally unsound.

Again, I strongly urge you to vote in favor of retaining the Law Firm of Tauman and Koukol as the Placer County Public Defenders.

Sincerely,

Alicia Heisel
Signature

06/07/06
Date

Alicia Heisel
Printed Name

11711 Lakeshore South
Street Address

Auburn CA 95602
City State Zip Code

RECEIVED
JUN 07 2006
BOARD OF SUPERVISORS

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JUN 08 2006

CLERK OF THE
BOARD OF SUPERVISORS

May 30, 2006
Placer County Board of Supervisors
175 Fulweiler Ave.
Auburn, CA 95603

Mr. Robert Weygandt (Placer County Board of Supervisors):

I am writing in hopes that a citizen like myself can have a say in the direction that the county in which I live is headed. I thought that this matter is important, after understanding the court system, that I would express my opinion about this issue.
It has been brought to my attention that Placer County hires independent law firms for the Placer County Public Defense. It is also my understanding that the contract for this position of Public Defense, is going to be voted on in June by the board of supervisors; and that the law firm that gets the job is the firm with the lowest bid. It seems as though everything is about money. I would like you to seriously consider retaining Tauman and Koukal Law Firm to represent Placer County Public Defense. They have represented us since 1990. For the past 10 ½ months Tauman and Koukal have been preparing a case for Caleb Madsen. The preliminary trial has taken place and now they are going to schedule his trial as soon as the county makes their decision about the law firm that will represent Placer County Public Defense. If this interruption on Caleb Madsen's case as well as many other cases that are well under way takes place, it could be devastating to the Madsen case and the others that have been months in the works for their defense. Please consider keeping the existing law firm that has been independently hired by Placer County for another four years or at least allow them to see the trial cases through that they have already been working on. The countless hours spent on the case development and client/attorney relationship that has already been developed is irreplaceable. I make this plea for your understanding in this matter. As a public servant you have an obligation to the constitution for the best representation for the citizens.

Sincerely,

Leslie Gade

Leslie Gade
Loomis, CA

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BOARD OF SUPERVISORS

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May 30, 2006

RECEIVED
JUN 09 2006
CLERK OF THE
BOARD OF SUPERVISORS

Mr. Robert Weygandt
Placer County Board of Supervisors
175 Fulweiler Avenue
Auburn, CA 95603

Dear Mr. Weygandt,

We are concerned about the defense team of Caleb Madsen being replaced just weeks before he is scheduled to go to trial. We attended two full days of his preliminary hearing trial and witnessed both the prosecution and defense teams at work. They have both worked on this case and spent tireless hours preparing their cases over this past year. It would truly be a shame to "pull the rug" from under Caleb at this point. He is facing murder charges and his life hangs in the balance here. I have always believed in the court system and believe that everyone is entitled to a fair trial. It definitely would not be fair to Caleb Madsen at this point to receive new counsel to try and develop a trusting relationship with, this close to trial. Please don't let money affect your decision in this matter. Lives are more important than money. If you choose not to renew the contract of Tauman and Koukal Law Office to represent Placer County Public Defense, *at least* allow them to finish up the cases they have already prepared.

Thank you for your consideration in this important matter. If you have any questions, we can both be reached at (916) 632-0128.

Sincerely,

David and Susan Duke

David and Susan Duke
5573 St. Francis Circle West
Loomis, CA 95650

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JUN 01 2006
BOARD OF SUPERVISORS

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JUN 09 2006
CLERK OF THE
BOARD OF SUPERVISORS

Nancy V. Anderson
5157 Falling Star Lane
Greenwood, California 95635
(530) 888-6157

RECEIVED
JUN 01 2006
BOARD OF SUPERVISORS

May 29, 2006

Jim Holmes
Placer County Board of Supervisors
175 Fulweiler
Auburn, California 95603

RE: PLACER COUNTY PUBLIC DEFENDER CONTRACT

Dear Supervisor Holmes:

Please let me introduce myself. My name is Nancy Anderson and I am a legal secretary for Tauman and Koukol, aka Placer County Public Defender's Office. I have been employed by the Placer County Public Defender's Office since June 7, 1985, with the exception of one year, September of 1988 to September of 1989, when I worked for Placer County Counsel. I have been married for twenty-one years, living in Greenwood with my husband and two children, Emily, age 18, and Dylan, age 15. I have lived in the Cool area since 1973, and I graduated from Placer High School in 1978.

I am writing to you regarding the recommendation of the County Executive to give the Public Defender contract to the Law Office of John A. Barker and Associates.

As you can see, I have dedicated most of my working life to the Public Defender's Office. As with many jobs of this nature, you must have a passion for what you do or you would not be able to carry on in this job. Second to the passion, you must have respect for and work well with the people with whom you work, which I do. Several of the people I began working with back in 1985 are still employed in the office, and there are several who have been there for many, many years. I have worked for three different Public Defenders since I began working for this office, i.e., Robert Trombley, David Humphreys, and Leonard Tauman.

After reviewing information regarding Mr. Barker's law firm, I came to the conclusion that this was not a law firm that I wanted to be associated with. I am hereby advising you that I cannot, and will not, work for a man such as John Barker or his representatives. I have not dedicated my working life to something for which I am proud to be a part of to, at this point in time, sacrifice my work ethic or my moral convictions for a "job".

As I have been pondering the idea that I may, in fact, be without a job as of June 30, 2006, I came across a verse that spoke to me. It says, "Better is the poor who walks in his integrity, than one who is perverse in his lips and is a fool." Proverbs 19:1. This verse sums up my feelings and confirms for me that I am making the right choice by choosing not to interview or work for John Barker.

I hope that you will seriously consider the recommendation to grant the Public Defender contract to Mr. Barker. I believe that if you were to ask yourself the question, "Is John Barker someone whom I would want to work with or for?" I'm more than sure that you would come to the same conclusion that I have come to.

Thank you for taking the time to read my letter and for your consideration of its contents. I hope that you can understand the reason that I am not able to work for a man such as John Barker or his representative.

Sincerely,

NANCY V. ANDERSON

Nva
Cc: Richard Colwell, Placer County Executive Office

RECEIVED
JUN 09 2006
CLERK OF THE
BOARD OF SUPERVISORS

Date: 5/26/06

Placer County Board of Supervisors:
Bill Santucci, District 1; Robert Weygandt, District 2; Jim Holmes, District 3; Ted Gaines, District 4; Bruce Kranz, District 5

175 Fulweiler Avenue
Auburn, CA 95603

RECEIVED
MAY 31 2006
BOARD OF SUPERVISORS

RE: Public Defender Contract with Placer County

Dear Board Members:

On your June 13th Board meeting, you will have a decision to make regarding the awarding of the Public Defenders contract. I urge you to retain Tauman and Koukol as the Public Defenders against the recommendation of Rich Colwell.

I understand that the Barker Law Firm has placed a lower bid. Do you understand why the bid is so low? His firm has extorted money from public defender clients for a "better defense", the State Bar has issued an opinion that Barker's Public Defender contracts do not meet state guidelines, the firm hires inexperienced attorney's out of law school and places them in serious cases and caseloads in which they are not qualified to handle, provides few resources for the defense of clients, does not give due diligence and has had several lawsuits for inadequate representation from counsel (this is all public record). I know of another lawsuit that will be filed within the week. I can just imagine the lawsuits that will be filed against Placer County due to this firm's very poor representation and reputation.

What if your sons or daughters get involved with the wrong crowd or are in the wrong place at the wrong time? Can you afford $200 to $300 per hour for fair representation? Maybe you can, but I can't and I know many others who could not afford it either.

As a voting citizen, I feel I must express my opinion. The liability that this Board would put upon the citizens of Placer County if the Barker Law Firm is awarded this bid will be truly financially disastrous. I cannot support any of the current Placer County Board of Supervisors in the next election if this Board will be short-sighted and fiscally unsound.

Again, I strongly urge you to vote in favor of retaining the Law Firm of Tauman and Koukol as the Placer County Public Defenders.

Sincerely,

Jeff DalBon
(PRINT NAME)

Jeff DalBon
(Signature)

5/26/06
(Date)

2014 Cassia Way
(Street Address)

Rocklin, CA 95765
(City) (State) (Zip Code)

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JUN 09 2006
CLERK OF THE
BOARD OF SUPERVISORS

May 25, 2006
Placer County Board of Supervisors
175 Fulweiler Ave.
Auburn, Calif. 95603

Mr. Robert Weygandt (Placer County Board of Supervisors):

We are writing in hopes that as citizens of this county we can have a say in the direction that the county is headed. It has come to our attention that Placer County hires independent law offices for the Placer County Public Defense, and that the contract for this position is going to be voted on in June by the board of supervisors. Tauman and Koukal Law Office has represented Placer County Public Defense since 1990. Mary Beth Action and Larry DeMates, two dedicated servants, working hard to perserve individuals rights have done a good job for the last 10 1/2 months preparing a case for our son Caleb Madsen. The preliminary trial has taken place and now they are going to schedule his trial as soon as the county makes their decision about the law office that will represent Place County in public defense. If this interruption on Caleb's and many other cases that are well underway happens, it could be devastating to Caleb's and the other cases that have been months in the works, for their defense. Please consider keeping the existing law office or at least allow them to to see through the trial cases they have already been working on. The countless hours spent on the case development and client/attorney relationship that has already developed is irreplaceable.We all want to take care of our tax dollars and use them for the benefit of the citizens, and I hope eveything isn't always about money, especially not at the expense of our citizens. We plea for your understanding in this matter. As a public servant you have an obligation to the constitution for the best representation for the citizens.

Sincerely,
Dan and Karen Madsen
6240 Bella Vista Dr.
Granite Bay, Ca. 95746

P.S. Any questions please call 916-797-0781

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JUN 01 2006
BOARD OF SUPERVISORS
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RECEIVED
JUN 05 2006
CLERK OF THE
BOARD OF SUPERVISORS

April 14, 2006

Dear Supervisor Robert Weygandt:

I recently learned that you and your fellow Supervisor's of Placer County have decided to follow a **trend** that is occurring with other Counties. The trend to decrease employee health coverage or benefits and increase the employee's contribution towards the health coverage or benefits. So basically if there is any cost of living raise it will go directly towards the new cost of your benefits. Sounds great for the employer. I could understand if a County was hurting financially how this might be a compromise. However Placer County is not hurting financially, and as you well know it is one of the fastest growing Counties in the Country. Please help me understand your logic in following this **trend.** Many employer trends have come and gone through out history but just because it is a trend does not make it the right thing to do. Take for instance, slavery, child-labor, illegal alien employment, and outsourcing, just to name a few. They may seem right at the time, but in the long run they have hurt our workforce and they have hurt our country.

The bottom line is you get what you pay for. If you want to reward county workers that are already stretched too thin because County leadership has not kept up with the tremendous growth that has affected community services with basically a pay cut, you are going to see poor morale and consequently poor productivity.

A very concerned Placer County Employee

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