



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

June 28, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AMENDMENT AND EXTENSION TO CONTRACT WITH LOS ANGELES COUNTY
BAR ASSOCIATION'S INDIGENT DEFENSE CRIMINAL APPOINTMENTS
PROGRAM FOR COUNTYWIDE ADULT CRIMINAL INDIGENT DEFENSE SERVICES
(ALL DISTRICTS AFFECTED) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve a contract amendment and extension to the existing contract between the County of Los Angeles and Los Angeles County Bar Association (LACBA) Indigent Criminal Defense Appointment Program (ICDA) to provide a rate increase of 14 percent to the hourly compensation for legal representation of indigent defendants in court and a modification for premium cost sharing associated with contract insurance requirements.
2. Delegate authority to the Chief Administrative Officer, to sign the contract amendment and extension.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the contract amendment is to provide an increase in the per hour compensation to LACBA court appointed attorneys for the representation of indigent defendants when the Public Defender and Alternate Public Defender are unavailable. The proposed rate is based upon aggregate increases in the general salary movement provided to County employees, addressing compensation parity from the November 1998 contract date to the present.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This public/private partnership between the County of Los Angeles and LACBA supports Strategic Plan Goal No. 1, Service Excellence, by providing quality public service and Goal No. 3, Organizational Effectiveness, by enhancing organizational effectiveness across jurisdictional boundaries, and Goal No. 4, Fiscal Responsibility.

FISCAL IMPACT/FINANCING

Currently, contract attorneys are paid on an hourly rate basis, ranging from \$55 to \$80 based on case type. In Fiscal Year 2003-04, ICDA billed the County \$18.4 million for providing indigent defense services. The proposed 14 percent increase, effective January 1, 2006, and based on Board approved increases in County employee compensation over the same period, is estimated to cost an additional \$2.5 million annually. Funding to cover these costs is available in the Trial Court Indigent Defense Budget.

Under the Lockyer-Insenberg Trial Court Funding Act of 1997, the County of Los Angeles is responsible for criminal indigent defense costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In December 1998, the County entered into a multi-year contract with LACBA to provide adult criminal indigent defense services for third-tier conflicts and other lawful unavailability cases the Public Defender and Alternate Public Defender are unable to represent. The original contract provides ICDA attorneys with set hourly rate compensation based upon case type.

In March 2005, the ICDA requested a rate increase of \$10 per grade, which ranges from a 13 percent to 18 percent increase. ICDA attorneys have not received a compensation increase since the January 1, 2000; a \$5 per hour increase for all grades.

In addition, the ICDA requested a premium cost sharing associated with increased cost of contract insurance requirements. Based on the estimated 15 percent annual increase in premium costs over the last five years, the County and ICDA agree to equally share the cost of any insurance premium increase that exceeds 20 percent more than the current 2004-05 ICDA premium costs for insurance and indemnification coverage required by the Countywide Indigent Defense Agreement. This clause is limited to the proposed three-year contract term.

The proposed hourly compensation increase of 14 percent will be based upon County contract policy which may provide the lesser of CPI or County employee compensation increases. This will result in an hourly rate of between \$63 and \$91, based on case type.

County Salary Increase	
January 2000*	2.0%
October 2000	4.0%
2001	3.0%
2002	2.0%
2003	0.0%
2004	0.0%
2005	2.5%
2006	2.5%

Aggregate Increase:	14 %
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*Aggregate increase represents general movement since 2000 for non-reps, which includes attorneys. January 2000 increase omitted, as it was included in the preceding contract term.

CONTRACTING PROCESS

The requested action amends and extends the current contract for a three-year period.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

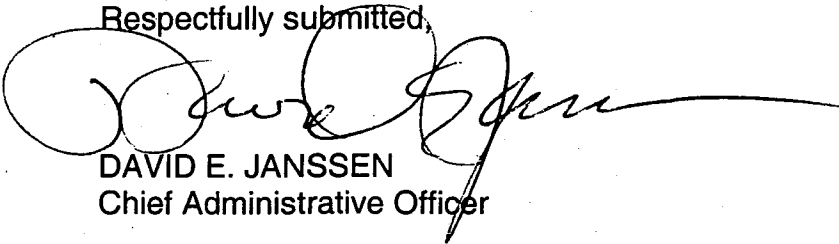
The proposed contract extension provides a reasonable compensation increase to ensure continued adult indigent criminal defense services for third-tier defendants that cannot be represented by the Public Defender or Alternate Public Defender due to conflicts.

Honorable Board of Supervisors
June 28, 2005
Page 4

CONCLUSION

Upon approval of the recommendations by the Board of Supervisors, it is requested that the Executive Officer, Clerk of the Board return two fully executed copies of the contract to the Chief Administrative Office.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David E. Janssen", written over a circular stamp or seal.

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:DL
SK:ML:alc

Attachments (9)

c: County Counsel

**LOS ANGELES COUNTY BAR ASSOCIATION (LACBA)
INDIGENT CRIMINAL DEFENSE APPOINTMENT PROGRAM (ICDA)
CONTRACT AMENDMENT AND EXTENSION -
COUNTYWIDE INDIGENT DEFENSE SERVICES
SYN #58 OF 11/10/98**

JULY 1, 2005 THROUGH JUNE 30, 2008

Whereas, paragraph 8 of the attached contract, Agreement Extensions, provides that:

“Upon the mutual written agreement of LACBA and County’s Project Director filed with the Clerk of the County’s Board of Supervisors no later than June 30, 2001, or if the agreement has previously been extended no later than the last effective date of any such extension, this agreement may be extended annually for a period not to exceed three years per extension.”

Now therefore, pursuant to the provision of said paragraph 8 of the attached contract, LACBA and the County’s Project Director, mutually agree to extend said contract, to the 30th day of June 2008 on the same terms set forth in the original contract and in the expiring contract, assuming agreed upon options are exercised; provided, however, the parties agree to the following:

1. Paragraph “11 (A). LACBA’s Project Director” shall be changed to reflect:

Stuart Forsyth
Los Angeles County Bar Association
261 South Figueroa Street, Suite 300
Los Angeles, CA 90012-2503

2. Paragraph “11 (b) LACBA’s Alternate Project Director” shall be changed to reflect:

Clark Brown
Los Angeles County Bar Association
261 South Figueroa Street, Suite 300
Los Angeles, CA 90012-2503

3. Attachment “F”, ICDA Hourly Compensation Rates, shall be changed to reflect the increased hourly rates, effective January 1, 2006.

4. All references to the term “Attorney Screening Committee” should be deleted and replaced by the term “ICDA Qualification Committee.”

5. Paragraph "16 Insurance and Indemnifications" shall include the following: The County and ICDA agree to equally share the cost of any insurance premium increase that exceeds 20 percent more than the current 2004-05 ICDA premium costs for insurance and indemnification coverage required by the Countywide Indigent Defense Agreement. This clause is limited to the proposed three-year contract term.

6. Revised and or updated attachments to the contract are attached as follows:

Attachment A: Agreement to be bound by Indigent Defense Agreement

Attachment B: Los Angeles County Bar Association ICDA Program Rules of Operation revised as of March 10, 2005

Attachment C: Classification of Attorneys

Attachment D: De Novo Review Procedures

Attachment E: ICDA Qualification Committee Evaluation Guidelines

Attachment F: ICDA Hourly Compensation Rates

Attachment G: List of Covered Courts

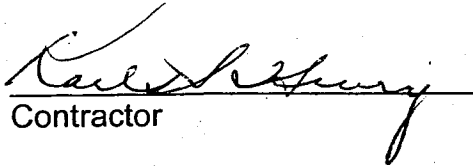
Attachment H: Standard County Contract Terms

Attachment I: ICDA Billing Guidelines

The undersigned mutually agree to this extension.

Date: 6/15/05

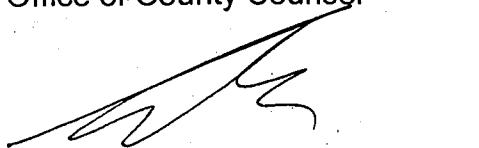
Date:


Contractor

County's Contract Manager

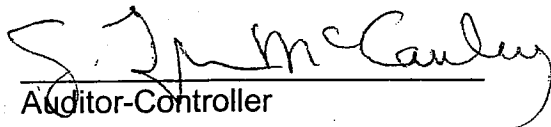
Approved as to form:
Office of County Counsel

Date:


Principal Deputy County Counsel

Executive Officer, Board of Supervisors

Date: 6/15/05


Auditor-Controller

lacba.contract

Attachment A

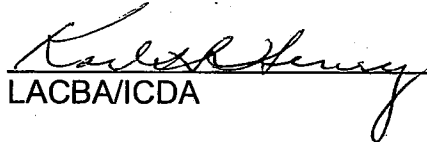
Agreement to be Bound by Indigent Defense Agreement

LACBA/ICDA, herein referred to as Contractor, and each of its members, agree to be bound by the Countywide Indigent Defense Agreement entered between the County of Los Angeles and the Los Angeles County Bar Association, and that to the extent there is any conflict between any agreement between Contractor and the County of Los Angeles for the provision of indigent defense services and the Countywide Indigent Defense Agreement, that the terms of the Countywide Indigent Defense Agreement shall be controlling.

It is so agreed:

Date:

Contractor:


LACBA/ICDA

Date:

6/15/05

County Project Director

Contractor's Members:

Date:

Name:

Signature

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attachment B

Los Angeles County Bar Association Indigent Criminal Defense Appointments Program

RULES OF OPERATION

RULE I. PURPOSES

- 1.1 The purposes of the Indigent Criminal Defense Appointments (ICDA) Program are to:
- a) Provide the Los Angeles Superior Courts with a cost-effective system for legal representation of indigent criminal defendants in Los Angeles County.
 - b) Provide complete legal defense services through the trial level for indigent criminal defendants whom both the Los Angeles County Public Defender and the Alternate Public Defender, because of a conflict of interest or other lawful unavailability, are unable to represent, and who are otherwise eligible for such representation.

RULE II. DEFINITION OF TERMS

- 2.1 "**Association**" refers to the Los Angeles County Bar Association.
- 2.2 "**Program**" refers to the Association-sponsored Indigent Criminal Defense Appointments Program.
- 2.3 "**Court**" refers to the Los Angeles County Superior Court.
- 2.4 "**Member**" refers to each lawyer who has been accepted for membership in ICDA and whose name is listed on a Program panel.
- 2.5 "**Case**" refers to vertical representation of a defendant in an arraignment, preliminary hearing, trial, or felony hearing, including all necessary motions and appearances, to completion of all proceedings in the Court. Two or more consolidated cases involving the same defendant are considered one case.
- 2.6 "**Calendaring**" refers to the selection of a Member by the ICDA administrative staff to appear in court to handle arraignments and accept appointed cases.
- 2.7 "**ICDA Committee**" refers to the ICDA Committee of the Association.
- 2.8 "**ICDA Directing Attorney**" refers to the Association attorney staff person who coordinates the Program.
- 2.9 "**Classification of Cases**" refers to the grouping of cases according to the determinate sentence provided for the criminal offense.
- 2.10 "**Attorney Grade**" refers to the level of attorney assigned to each Classification of Cases by the ICDA Committee and Directing Attorney.
- 2.11 "**Chair**" refers to the Chairperson of the ICDA Committee who is appointed annually by the Board of Trustees of the Association. Chair may also refer to any co-chair that may be appointed to assist the Chair.
- 2.12 "**Indigent Defense Contract**" refers to the Indigent Defense Agreement between the County of Los Angeles and Association, approved on November 1, 1998 by the Los Angeles County Board of Supervisors, and any later amendments and/or addenda.
- 2.13 "**Administrative Staff**" refers to Association staff, including the Directing Attorney that helps support the coordination of the Program.
- 2.14 "**Duty Days**" refers to the daily assignment of Members by the ICDA Administrative Staff to appear in specified courts to handle any and all appointed cases.

RULE III. ADMINISTRATION

- 3.1 **Committee Membership.** The President of the Association shall annually appoint an ICDA Committee of at least ten (10) members. The members of the ICDA Committee shall be active members of the State Bar of California, or shall be active or retired members of the Judiciary. Committee members shall serve for a term of one year.
- 3.2 **Committee Meetings.** The ICDA Committee shall meet at least quarterly at duly noticed dates, times, and places.

3.3 Committee Quorum. Five (5) members of the ICDA Committee shall constitute a quorum for the conduct of business at any meeting of the ICDA Committee. Committee members are prohibited. Members of a Qualifications Subcommittee are prohibited from voting on certain matters before the ICDA Committee pursuant to Rules 3.5 or 3.8. They shall not be counted for purposes of determining whether a quorum exists for the consideration of such matters, but shall be counted for determining whether a quorum exists for all other matters considered at any ICDA Committee meeting.

3.4 Duties. The duties and responsibilities of the ICDA Committee shall be:

- a) To review and approve the Directing Attorney's administration of the Program, including the establishment of the annual registration fee structure for the Program. All such decisions shall be subject to review by the Board of Trustees at the discretion of the Board;
- b) To review, at its discretion, the operation of, and Court response to, the Program;
- c) To review annually, at its discretion, the budget and operating records maintained by the Program; and
- d) To approve the recommendations of the Directing Attorney regarding Attorney Grade classifications, minimum experience and educational requirements for said classifications; qualifications and discipline of members.

3.5 Qualifications Subcommittees. The Directing Attorney shall appoint one or more Qualifications Subcommittee(s) consisting of at least three (3) members. Two (2) voting members of a Qualifications Subcommittee shall constitute a quorum for conducting business at any meeting of a Qualifications Subcommittee. No member of a Qualifications Subcommittee may participate in the determination of his or her own qualifications for panel membership.

3.6 Other Subcommittee. The Directing Attorney may also appoint other subcommittees as necessary for the administration of the Program.

3.7 Prosecutors. No prosecutor shall be voting member of the ICDA Committee?

RULE IV. GENERAL MEMBERSHIP AND ELIGIBILITY REQUIREMENTS

4.1 Committee Members as Registrants. No Member shall serve on a Qualifications Subcommittee in the determination of their own qualifications for panel membership.

4.2 Two Grade Panels Assigned. If all eligibility requirements set forth in these Rules are satisfied, members of the ICDA Program are automatically registered for two (2) felony ICDA grade levels during the period of their service with the Program. Upon written request, a member may be permitted to limit service to only one panel. However on duty days only, all members are permitted to accept cases in three levels.

4.3 Application Form. Application for membership in the Program shall be made on an application form provided by the Program and ultimately approved by the Court's Attorney Screening Committee, and shall be accompanied by attached docket sheets or minute orders, a non-refundable processing fee, and the appropriate membership fee. Applications are originally submitted to the Directing Attorney for review and recommendations.

4.4 Limitations on Membership. Membership in the Program is limited to active members of the State Bar of California in good standing who regularly practice and maintain an office in Los Angeles County. The Program reserves the right to close membership whenever the number of members in the program affects the ability of the program to adequately service the courts and the membership.

4.5 Association Membership. Membership in the Program may not be made contingent upon membership in the Association.

4.6 Districts Served On. If all eligibility requirements are satisfied, members of the ICDA Program are entitled to select two (2) Superior Court Districts, in addition to the Central District, with their annual fee. The Superior Court Districts chosen, however, must be

located within twenty minutes of the attorney's office. For an additional fee, an attorney may select an additional court. Grade five attorneys are exempt from this requirement. Grade five attorneys must accept appointments in any court within the county or they are subject to being rotated to the end of the Grade five appointment list

4.7 CLE Requirements. Registrants must have completed twelve (12) hours of State Bar approved Continuing Legal Education (CLE) annually, and must continue to do so while registered on a Program panel. A minimum of twelve (12) hours annually must be in the field of criminal law. At least nine (9) hours must be classroom-participation (no tapes or other self-study accepted). However, up to three (3) participatory hours will be acceptable (tapes or other self-study). Grade 5 attorneys are required to attend the annual death penalty seminar.

RULE V. APPLICATION REQUIREMENTS

5.1 Governing Rules. Each Member shall agree in writing to:

- a) Be bound by and comply with the Program's current Rules and Procedures;
- b) Be bound by and comply with such changes in the Rules or Procedures as shall be made from time to time. Notice to the Member shall occur by placing in the mail postage paid copy of it, addressed to the Member at the last address provided by the Member to the Program. Continued membership in the Program after notice by the means described above will constitute the Member's agreement to any such changes;

5.2 Disclosure of Information. Each Member shall agree in Writing to:

- a) Allow the information contained in the application for membership to be furnished to the Court, or its agent, and to the Association, through the ICDA staff or Committee;
- b) Maintain accurate time and billing records and remit it in a timely manner to the Court;
- c) Provide upon request by the ICDA Directing Attorney a copy of all requests for payment concurrent with that submitted to the Court on ICDA appointed cases.
- d) Notify ICDA in writing, whenever any court has made a finding that the attorney has rendered ineffective assistance of counsel to a represented client, whether obtained privately or through ICDA.
- e) Notify ICDA in writing whenever the member has received notice that the California State Bar has referred any charge to its enforcement unit following receipt of a complaint.

5.3 Certification of Eligibility. Each Member shall agree in writing to:

- a) Regularly practice and maintain a full time office for such practice in the county of Los Angeles;
- b) Meet the requirements for the Attorney Grade for which the Registrant has applied and/or is currently a member;
- c) Maintain membership in good standing in the State Bar of California. Each Member shall disclose to the Program the nature of any pending or completed disciplinary proceeding or action taken by the State Bar of California or by the lawyer licensing agency of any other state. Each Member shall have an affirmative duty to disclose any such pending or completed disciplinary proceeding or action before the State Bar enforcement unit, within fifteen (15) days of notice thereof. Failure to notify ICDA of any pending action before the State Bar of California can result in expulsion from the program.
- d) Maintain in force while a member of the ICDA Program, Worker's Compensation Insurance for his/her employees in an amount and form to meet all applicable requirements of the Labor Code of the State of California;

5.4 Adequate and Necessary Representation. Each Member shall agree in writing to:

- a) Provide court appointed clients with adequate and necessary representation to the completion of all misdemeanor and felony proceedings in the Los Angeles Superior Courts. Such representation shall include all necessary court appearances for motions and trial, legal research, preparation of documents, secretarial and clerical support services, travel, and all necessary services for no fee other than that awarded by the Court.

5.5 Indemnification and Attorneys Fees. Each Member shall agree in writing to:

- a) Indemnify, defend, and hold harmless the Association, its Trustees, officers, employees, the ICDA Committee, the Court and County, their agents, officers and employees, against any and all liability and damages of any nature whatsoever, including but not limited to, all tortious conduct including professional negligence, slander, defamation, unfair competition, interference with contractual advantage, bodily injury, death, personal injury, or property damage arising from or in any way connected with the operation of this Program or any services hereunder;
- b) Pay the Program's reasonable attorneys' fees and costs in any action or proceeding brought to enforce any provision of these Rules.

RULE VI. QUALIFICATIONS PROCEDURES

6.1 Review of Application. The ICDA staff to determine compliance with the general eligibility rule (Rule IV) and qualifications for the Attorney Grade(s) for which the Member has applied shall initially review an Applicant's written application.

6.2 General Eligibility Compliance. If the ICDA staff determines that there is compliance with the general eligibility rule (Rule IV), the application will be submitted to the Directing Attorney for recommendation to the ICDA Committee and the Court's Attorney Screening Committee.

6.3 Non-Compliance with Qualifications. An Applicant showing compliance with the general eligibility rule (Rule IV), but failing to show compliance with the qualification requirements of a particular Attorney Grade shall be promptly notified in writing, advised of the particular eligibility requirements and/or qualifications found lacking, and given an opportunity to have the application referred to the Directing Attorney.

6.4 The Directing Attorney may ask the to furnish additional information, either orally or in writing, or both, relevant to the Applicant's qualifications for a particular Attorney Grade and may seek further substantiation of any response by the Applicant. The Directing Attorney may also seek independent verification of the Applicant's response. Within sixty (60) days of receipt of a completed application, the Directing Attorney shall determine whether the Applicant has demonstrated substantial compliance by showing equivalent minimum experience or other equivalent qualifications and recommend findings to the ICDA Committee. The approved recommendation shall then be forwarded to the Court's Attorney Screening Committee for final approval.

6.41 An Applicant will automatically be referred to the entire ICDA Committee for his/her appeal if the Directing Attorney determines that the Applicant has not demonstrated substantial compliance.

6.5 All applications, together with a statement as to whether the Applicant met minimum program requirements, and any comments from the ICDA Directing Attorney or ICDA Committee, will be forwarded to the Court's Attorney Screening Committee, at least quarterly, for determination of inclusion on the panel at the appropriate Attorney Grade.

6.6 The Court's Attorney Screening Committee will evaluate the applications pursuant to Attachment E to the Indigent Defense Contract between the Courts of Los Angeles County and the Association (copy attached) or such other guidelines as the Court may adopt.

6.7 Timely Review. Each completed application shall be recommended for approval or disapproval within one hundred (100) days of filing, unless time is extended by the Applicant's consent or by the Applicant's request for review by the Directing Attorney or the ICDA Committee.

6.8 De Novo Review. Registrants who are not selected for membership in the ICDA Program by the Court's Attorney Screening Committee may upon written request obtain de novo review by the Court's De Novo Review Committee. The de novo review shall be conducted pursuant to procedures and guidelines adapted by the Court pursuant to Attachments D and E of the Indigent Criminal Defense Contract (copies attached) or such other procedures as the Court may adopt.

Confidentiality. All communications, deliberations, and records of the Directing Attorney's qualifications review activities, ICDA Committee's appellate activities, the Court's Attorney Screening Committee and the Court's De Novo Review Committee shall be confidential.

6.9 The Peer Review Subcommittee: The Directing Attorney or the Chair of the ICDA Committee shall appoint a "Peer Review Subcommittee" consisting of seven (7) members. If any subcommittee member disqualifies him or herself on any case, the Chair may appoint another Committee member to the subcommittee to review the case.

6.10 The Peer Review Questionnaire: The Peer Review Subcommittee shall draft a "Peer Review Questionnaire" requiring, for a given assigned case, (1) a statement of the charges and possible sentences, (2) a summary of the facts, and (3) a checklist of possible factual and legal issues.

6.11 Waiver of the Specific Qualification Requirements: Whenever a Member is granted a waiver of the specific qualification requirements, the advancement is provisional for a period of up to two (2) years and subject to peer review.

6.12 Registrants who are granted a waiver shall be informed, in writing with a signed acknowledgment, that (1) membership on the ICDA panel is a privilege, not a right, (2) that the granting of a waiver is provisional and subject to peer review, and (3) of the specific peer review requirements set forth infra.

6.13 Upon receiving his or her first case, Registrants who are granted a waiver shall, within thirty (30) days of notice of the assignment, complete and submit a Peer Review Questionnaire. If the questionnaire is not timely submitted, the member shall be suspended from the rotational list he or she was waived into for a period not less than ninety (90) days.

6.14 The Peer Review Subcommittee shall review the questionnaire and the Registrant's performance on the case. The subcommittee shall have the authority to discuss the case with the Registrant; review all billing statements, the Court file, and the Registrant's case file; consider any comments or complaints by judicial bench officers; and require written responses by the Registrant to complaints or to clarify questionnaire responses. If the Registrant fails to fully and timely comply with the subcommittee's requests, he or she shall be suspended from the applicable rotational lists.

6.15 After reviewing the Registrant's performance, the subcommittee shall make a written recommendation to the Chair whether to confirm or rescind the waiver or to extend the Registrant's provisional waiver, including beyond the two (2) year provisional period, and review another case.

6.16 The Registrant shall have the opportunity to appeal to the Committee the subcommittee's decision to rescind his or her advancement but not its decision to extend the provisional advancement and review another case.

6.17 Confidentiality. All communications, deliberations, and records of the Directing Attorney's qualifications review activities, ICDA Committee's appellate activities, the Court's Attorney Screening Committee and the Court's De Novo Review Committee shall be confidential.

6.18 Additional Rules. The Directing Attorney shall have the authority to implement additional rules and procedures necessary to carry out the intent of these Rules.

RULE VII. REGISTRANT RECORDS

7.1 Registrants' Records. Each Registrant is required to furnish to the Program, upon request, information regarding the status of each appointed case, the number of hours spent, the total fee charged to the Court and such additional information as required by the ICDA Program. Each Registrant shall, upon request, complete and return all required reports to the Program.

7.2 Registrants' Audit. All Registrants shall make available for audit, upon request of the Program, all office files, records, accounts, ledgers and other records related to the Program or any case appointed by the Court through the Program.

RULE VIII. SUSPENSION AND REMOVAL

8.1 Automatic Suspension. A registrant shall automatically be suspended from the Program in the following circumstances:

- a) The Registrant has been suspended, disbarred or has resigned from the State Bar of California; or
- b) Annual registration fees, or other Program fees, become more than sixty (60) days past due.
- c) Failure to appear for a scheduled Duty Day assignment will result in an automatic 90-day suspension from the date of the infraction unless good cause is shown.
- d) Upon any written complaint, from any court, alleging repeated improper or unprofessional conduct before that court, that member shall be suspended, pending a hearing before the ICDA committee.

8.2 Reinstatement from Rule 8.1 (b) Suspension. Any Member who has been suspended from the Program pursuant to Rule 8.1(b) may be reinstated in the Program after payment of all fees and submission of all required materials. The Directing Attorney may (i) recommend to deny reinstatement and continue the suspension; and/or (ii) may recommend reinstatement. The Directing Attorney shall submit recommendations to the ICDA Committee for consideration and approval or disapproval of recommendations. Any action of the Directing Attorney may be appealed following Rules 8.5 through 8.6 below.

8.3 Good Cause Suspension. The Directing Attorney may suspend any Member from the Program for good cause, and/or may refer such Member to the ICDA Committee for its approval of the Directing Attorney's recommendation whether to suspend the Registrant for good cause. Good cause includes, but is not limited to, the following.

- a) Indictment on or conviction of a criminal charge involving moral turpitude;
- b) Falsification of any material statement made to qualify for the Program or made in any report required by the Program or Court;
- c) Failure to permit the Program to inspect the Registrant's records as defined in Rule VII;
- d) Failure to maintain eligibility and qualifications under these Rules;
- e) Failure to handle Court appointed cases with professional competence and diligence;
- f) Failure to comply with the State Bar Act or the Rules of Professional Conduct;
- g) Abusive conduct to Program clients and/or office staff, and court staff.
- h) Failure to comply with the Rules or Procedures of the Program;
- i) Failure to appear personally for a substantive Court appearance, including the initial calendared arraignment date, without due notice to the ICDA Administrative Staff and to the Court;
- j) Acceptance of a court appointment for a case in a classification designated for a higher Grade attorney than the Member,
- k) Repeated late appearances for calendar Court dates;

- l) Conduct which the Court or the ICDA Committee deems inappropriate and/or repeated refusals by the Court to grant appointments to the Member;
- m) Referring ICDA cases to non-ICDA panel members; and
- n) Intentionally charging excessive fees to the Court.
- o) Acceptance of an appointment directly by the Court which should have been made through the Program's rotational appointment system; and
- p) Falsely representing the number of death penalty case appointments to either ICDA or the Court.
- q) Any or all conduct that the ICDA committee deems to be detrimental to the program profession or the courts.
- r) Failure to comply with the rules governing duty day procedures.

8.4 Notice of Suspension to Registrant. If a Member has been recommended for suspension by the Directing Attorney pursuant to Rules 8.1(b) through 8.3 above, the Member shall be notified by the Program in writing within ten (10) working days of the action and the reasons therefor. The notification shall include a statement designating the suspensions either "for a limited express term" or "unlimited in term and thereby initiating the removal process." If the suspension is designated as "for a limited express term," said notice shall include the date on which the suspension became effective, the term of the suspension, and the date in which the suspension is terminated and the Registrant is reinstated to the Program. Said notice shall make reference to Rule 8.5 to ensure that the Registrant is made aware of the automatic appeal process. If the suspension is for one year or more, the member must petition the Directing Attorney at the end of the period of suspension and request to be reinstated into the program. No member may be reinstated without first appearing before and obtaining the approval of the Main Committee.

a) If a member's petition for reinstatement is denied more than once, the suspension SHALL become permanent.

b) When a member has been suspended for one year or more and is reinstated to membership by the committee, he/she will be placed on probation for one year. Should that member commit the same or similar violation of the rules, whether on probation or thereafter, that member shall face permanent expulsion from the program.

8.5 Member's Appeal to ICDA Committee. A Member will automatically be eligible to appeal to the ICDA Committee, from any recommended suspension or continuation of suspension. If the recommended suspension has been pursuant to Rule 8.1, exceeds one year or if the recommended suspension has been designated as unlimited pursuant to Rule 8.4 the removal process will be initiated.

8.6 Review and Decision by ICDA Committee. Each Registrant shall be given an opportunity to make a written or oral response to the ICDA Committee. A two-thirds (2/3) vote of a majority of the ICDA Committee members present and voting shall be required to make recommendations for reinstatement, suspension or removal of the Registrant from the Program. The ICDA Committee shall render a decision in any such matter within sixty (60) days of the date of appeal unless time is extended with the Registrant's consent. The Registrant shall be notified in writing within ten (10) working days of the decision of the ICDA Committee. The ICDA Committee's recommendation shall be turned over to the Court's Attorney Screening Committee for final approval or disapproval of such recommendation.

8.7 The Court's Attorney Screening Committee shall render a decision in any such matter within one hundred (120) days of the date of filing of the Registrant's notice of appeal unless time is extended with the Registrant's consent. The Registrant shall be notified in writing within ten (10) working days of the decision of the Court's Attorney Screening Committee.

8.8 De Novo Review. Registrants who are suspended or removed from the panel, or who are otherwise the subject of adverse action by the Court's Attorney Screening Committee, may obtain, upon written request, de novo review by the Court's De Novo Review Committee. The de novo review shall be conducted pursuant to procedures and guidelines adopted by the Court pursuant to Attachments D and E of the Indigent Defense Contract (copy attached) or such other procedures as the Court may adopt.

8.9 Additional Rules. The Directing Attorney and/or the ICDA Committee shall have the authority to implement additional rules and procedures necessary to carry out the intent of these Rules.

8.10 Confidentiality. All communications, deliberations and records of activities of the Directing Attorney, the ICDA Committee, any designated subcommittee, the Court's Attorney Screening Committee, and the Court's De Novo Review Committee shall be confidential.

RULE IX. APPOINTMENT PROCEDURES

9.1 Registrants' Program Files. A file for each Registrant shall be maintained at the office of the Program.

9.2 Duty Day and Arraignment Procedures: The following arraignment procedures shall be employed.

a) Criminal Courts Building (CCB) duty days will be mandatory and will be prescheduled randomly by the ICDA administrative staff.

(1) Registrants shall not be able to choose or alter their scheduled duty day. The only exception to this rule is if the registrant can find another ICDA Registrant, to cover for them. If a registrant wishes to change his/her pre-assigned CCB duty day, he or she must inform the ICDA administrative staff of this change in writing. Registrants who do not follow this procedure will be automatically suspended for ninety (90) days and placed at the bottom of all rotational lists.

(2) A list of Registrants scheduled to handle duty days can be located on the ICDA web site. Registrants must not rely on the ICDA administrative staff to reschedule a duty day, please refer to subsection (a) above.

(3) Rotational cases that are handled by the ICDA Registrant on a CCB duty day shall be handled on behalf of the panel only. The Registrant(s) may take one case for ongoing representation, but as a result of handling other cases on behalf of the panel the Registrant shall not be owed a case. If the court insists on appointing the Duty Day Registrant on more than one case, he or she will be obliged to decline the appointment and inform the court of ICDA procedures. The case(s) will then be distributed to the next person on the applicable list. Registrants who do not follow this procedure will be automatically suspended for ninety (90) days and will be placed at the bottom of all rotational lists in the Central District.

(4) However, CCB Duty Day participants must accept and keep non-rotational cases, i.e., probation violations, bench warrant pick-ups, Health and Safety code 11350 violations and the counseling of a witness.

b) Duty Days other than CCB: Registrants in Attorney Grades I, II, III, IV or the Misdemeanor panel, shall be scheduled to appear in various courthouses throughout the Los Angeles County to handle duty day arraignments or short notice matters on days generally calendared at least one month in advance by the ICDA Administrative Staff.

(1) Grade V only Registrants shall not be scheduled for duty days, but shall receive appointments to Class V cases from the ICDA Administrative Staff.

(2) Registrants of Grades I, II, III, IV, and the Misdemeanor panel, shall be present in the designated courthouse on their scheduled duty day. Registrants shall appear personally in the designated courthouse as scheduled by the ICDA Administrative

staff. Registrants of Grades I, II, III, IV, and the Misdemeanor panel, are assigned to duty days at least one month in advance. If unable to appear, Registrants must notify the ICDA Administrative Staff and Registrant must contact a substitute ICDA Registrant of the same Grade to appear in his/her place and to notify the ICDA Administrative Staff promptly of the substitution;

(3) Registrants shall represent on behalf of the panel all clients appointed by the Court to the ICDA Panel.

(4) The Registrant may, retain one case appointed by the Court within their grade(s) classification, (except misdemeanors- can keep more than one) except that in no event may a Registrant receive a case involving multiple defendants where the Registrant has represented any other of the defendants in that case at arraignment. Such cases must be referred to the ICDA Administrative Staff. The Registrant may accept another appropriate appointment on that day. All other cases are referred to the ICDA Administrative Staff.

9.3 Appointment Procedures

- a) Registrants are responsible for retrieving all discovery files for appointed cases from the designated areas throughout the Los Angeles County in a timely manner. Failure to do so will result in the loss of that appointment and of the Registrant's place in the rotation;
- b) Registrants who are not scheduled to duty days shall receive appointments on a rotational basis pursuant to the rotation schedule set forth in the ICDA Summary of Program Procedures. The first Registrant contacted shall be given up to 10 a.m. the following day to respond to the ICDA Director's call for a case appointment before another Registrant is appointed to that case;
- c) The Court shall have the right to deny an appointment to any Registrant for any reason; however, generally, the Court will refer every case for which the Public Defender's office and Alternate Public Defender's office have declared a legal conflict of interest or unavailability to the ICDA Program;
- d) If the Registrant is unavailable when called, he/she retains his/her place in the rotation. The ICDA Administrative Staff shall note that the Registrant was out and record the date and time of the call. After the Registrant is unavailable on three (3) consecutive occasions, he/she shall automatically be placed at the end of the rotation. This process continues until an attorney is appointed.
- e) If a Registrant declines an appointment or if he/she is appointed, his/her name is then placed at the bottom of the rotation order;
- f) The Court has the power to deviate from this selection process as the interests of justice may demand;
- g) All appointments shall be made without regard to race, color, age, religion, national origin or sex; and
- h) It shall be the obligation of each Registrant to whom a case is assigned to determine at the outset whether a conflict of interest exists and, if so, to report such determination to the Program and the Court and thereupon facilitate the referral of the case to the next available Registrant.
- i) Registrants who are required to appear in a particular courthouse shall report to the scheduled Court(s) by 8:30 a.m., or by the time designated by the particular court, on their duty day. Registrants shall notify the clerk(s) of the Court(s) that they are the ICDA panel members for that day;
- j) The ICDA Administrative Staff must be notified of any change to the arraignment calendar. If the Registrant has not made arrangements to trade dates at least two (2) days in advance of the arraignment date in question, the Registrant shall notify the ICDA Administrative Staff;

- k) Provide upon request by the ICDA Director a copy of all requests for payment concurrent with their submission to the Court on ICDA appointed cases;
- l) Appear in court on the date calendared by the ICDA administrative staff and accept one or two case(s) within his/her Attorney Grade, in which there are no more than three defendants. Registrant agrees to represent all other cases arraigned that day for the purposes of arraignment only. He/she further agrees to provide all necessary information regarding each client represented at arraignment to the ICDA Administrative Staff.

Rule X. AMENDMENT

10.1 The Program's Rules, Procedures and Application Agreement may be amended from time to time by the Directing Attorney and approved by a majority vote of the ICDA Committee. Any amendment to these Rules shall, following adoption, be distributed to all Registrants who shall be bound thereby.

Rule XI. ASSOCIATE COUNSEL

11.1 The preceding provisions shall apply to Associate Counsel or co-counsel appointed pursuant to 987(d) of the Penal Code.

11.2 When 987(d) co-counsel is appointed in an ICDA case, said co-counsel must be an ICDA panel member. Co-counsel may be chosen from Attorney Grades I, II, III, IV, V or from the Misdemeanor panel.

Rule XII. CIVIL ASSET FORFEITURE

12.1 No Registrant will be prohibited from representing, or continuing to represent, a court appointed client on a concomitant civil asset forfeiture proceeding, provided the Registrant complies with the following:

12.1 The fee agreement for the concomitant civil asset forfeiture proceeding is on a straight contingency fee contract.

A. The contract is in writing and in compliance with Business and Professions Code Section 6148.

B. The Registrant makes written disclosure to the client that:

1. The County of Los Angeles will be notified whenever a civil asset forfeiture proceeding has been concluded in the client's favor and the specific amount recovered;

2. The County of Los Angeles may seek reimbursement of attorneys fees paid to Registrant in the criminal case.

C. The client acknowledges in writing that he or she is aware:

1. Of the attorney's obligation to inform the County of Los Angeles of any recovery in the civil asset forfeiture proceeding;

2. That County of Los Angeles may require the client to reimburse fees paid to the Registrant for the client's representation in the criminal proceeding.

Los Angeles County Bar Association
Indigent Criminal Defense Appointments Program:

Summary of Program Procedures

All ICDA members are expected to comply with the procedures outlined below. All ICDA attorneys are listed according to their attorney grade classification(s). Each grade rotates independently within each district.

DUTY-DAY PROCEDURES

Duty-Day Scheduling

The ICDA administrative staff schedules one Grade I, II, III or IV attorney each weekday to appear in the following courthouses: Pasadena, San Fernando, Van Nuys, Long Beach, Norwalk, West Covina, Downey, Foltz Criminal Courts Building (CCB), Compton, Torrance, Airport Dept. and Lancaster. Attorneys are also scheduled for misdemeanor duty days in Airport Branch, San Fernando, Torrance, Compton, Long Beach, Van Nuys, Inglewood, Whittier, Los Cerritos, and Division 270 in Central Civil West. Duty day courts are subject to change, depending on the needs of the courts. On a scheduled duty-day, attorneys handle conflicts and arraignments referred to the ICDA panel, except for Capital (Grade V) cases. (Grade V attorneys will be contacted on the day the conflict occurs to be offered the appointment.)

All felony attorneys are scheduled on a mandatory rotational basis approximately one or more months in advance in all felony courts. All attorneys MUST have a pager or cell phone to do duty days.

To schedule duty days, misdemeanor attorneys must call or email ICDA staff early in the month prior to the month to be scheduled. When scheduling duty days, attorneys must get a verbal or email confirmation of the date and court assignment from ICDA staff. Attorneys must not rely on receipt of a written duty-day reminder notice—the verbal confirmation is the confirmation. Notices of available duty days that have been cancelled or are unfilled, will be posted by email only. Attorneys are expected to use email, since no fax alerts will be sent. Attorneys may call ICDA staff throughout the month to find out if days are available.

Cancellations and Rescheduling Duty Days.

If an attorney is unable to appear on his/her scheduled duty-day, he/she is responsible for finding a replacement and notifying ICDA of the change **in writing, by fax or email**. Attorneys who do not show for their scheduled duty-day, will be subject to disciplinary action, suspended for 90 days and rotated to the bottom of the list.

REMEMBER, ATTORNEYS MUST FIND THEIR OWN REPLACEMENT. The roster is available at the web site and the email list serve is available to every attorney by email.

General Duty-Day Procedures

The procedures outlined below apply to all duty-days. Please refer to the attached duty-day notification forms for specific details for each courthouse.

1. Attorneys must be on time and physically present to the assigned courthouse on their scheduled duty-day. Please do not check in with the courts by telephone, but notify the courts if you are delayed.
2. Attorneys **must not** make any other appearances in other courthouses on their scheduled duty-day.

3. Attorneys must check in with ICDA promptly by 9:00 a.m. to verify their arrival. Attorneys must respond to any and all pages from ICDA within an hour of its receipt. Failure to respond to a page may result in suspension and loss of the next duty day assignment.
4. Attorneys must remain physically in the courthouse throughout the day until excused by all relevant courts. It is not acceptable to simply check in with the clerks, leave a pager or cell phone number and leave the building.
5. Attorneys may accept one (1) felony client for ongoing representation and all misdemeanors on his/her duty-day and report the rest to ICDA staff for assignment to attorneys on rotation. Bench-warrant pick-ups, witness counsels, probation violations, sentencing and Health and Safety Code section 11350 cases are non-rotational cases are to be handled by the duty-day attorneys.
6. Attorneys cannot charge for work performed in the furtherance of their duty day assignment except for any non-rotational case that they are appointed to handle.

Duty-Day Case Reporting Procedures

1. **Attorneys must send in complete information on the cases handled. All charges, enhancements and priors must be included within 36 hours on their duty days.** Any delay in receiving the case information delays the ability of ICDA staff to assign the cases in the timely manner. Attorneys who fail to send in case information within 36 hours will be subject to **(automatic)** discipline and/or suspension for a minimum of 90 days.
2. **All case information forms must be faxed or emailed.** Attorneys should not call in case information, but should fill out legibly all pertinent information and fax in the form instead. All duty day information must be received in the ICDA office within 36 hours of the completion of the duty day.
3. **Duty day forms:** Attorneys are encouraged to use ICDA duty day reporting forms to fax in case information. One of the sheets is for a misdemeanor duty day, and the other is for both felonies and duty days. Attorneys should make copies of these forms to use on their duty days. If attorneys want to use their own forms, they may do so as long as the same information is received. Attorneys must indicate **clearly and legibly** which cases the attorneys is keeping and which ones are for reassignment. **(Failure to properly indicate which case or cases are being kept, may result in the loss or removal from that case).**

Misdemeanor Per Diem Duty-Day Procedures

The following misdemeanor courts usually pay a per diem rate: Airport Branch, Central Civil West Divisions 270/271, Long Beach, Lancaster, Whittier, East Los Angeles, Los Cerritos. Attorneys are paid at a per-diem rate of either \$165 for half of a day or \$330 for the entire day. The per diem may not be charged unless the attorney is in court for the full morning or afternoon session. Attorneys should not expect to be paid the full rate if he/she arrived late. A per diem appointment order must be signed, and all cases handled should be listed on that form. Any case kept for ongoing representation requires a separate appointment order to be signed. Attorneys may not bill for the initial arraignment for misdemeanor cases kept for ongoing representation. In order other non per-diem courts, separate appointment orders are required for all cases.

Duty-Day Check in Procedures

Attorneys must be physically present in the courthouse no later than 8:30 in the morning and no later than 1:30 in the afternoon and check in personally with the respective departments or divisions assigned to each court. A list of the courts that the duty day attorney must report in can be obtained from the ICDA office by requesting a fax at least twenty-four (24) hours before the scheduled duty day assignment.

MANDATORY DUTY-DAY PROCEDURES FOR CCB
**CCB DUTY-DAYS ARE MANDATORY AND ARE PRESCHEDULED ON ROTATION
BY THE ICDA ADMINISTRATIVE STAFF.**

- a) When assigned to a duty-day in CCB, attorneys *must* be physically present in the Courthouse at 8:30 a.m. in order to check in with Dept 100 and then Division 30 at 9:00 a.m., and then contact the ICDA administrative staff. At 11:00 a.m., attorneys *must* report to Division 30 to handle all out of custody arraignments. In the afternoon, report back to Division 30 at 2:00 p.m., and remain there until dismissed by the presiding bench officer.
- b) Attorneys are not allowed to choose or alter their scheduled CCB duty-day. The **only** exception to this rule is if the attorney can find another ICDA attorney to cover the day. If an attorney needs to change his/her pre-assigned CCB duty day, he/she must find another scheduled attorney to switch with. The ICDA staff must be notified immediately. The attorneys must put the change in writing and send it to ICDA. The notification must include the names of both attorneys and the dates being switched. Attorneys who do not follow this procedure will be subject to suspension for ninety (90) days and placement at the bottom of the rotational lists in the Central District, including the capital case list.
- c) **Attorneys must not rely on the ICDA administrative staff to reschedule a CCB duty day.**
- d) Attorneys may keep ONE (1) felony case within his/her grade. All other rotational cases that are handled on the CCB duty-day shall be handled on behalf of the panel only. If the attorney does not pick-up a case for on-going representation on his/her CCB duty-day, he/she shall not be owed a case. If the court insists on appointing an attorney on more than the one case that attorney is keeping, he/she will be obliged to decline the appointment and inform the court of ICDA procedures. The case(s) will then be distributed to the next person on the applicable list. If this procedure is not followed the attorney (**may be terminated from the program or**) suspended for (**a minimum of ninety**) (90) days and will be placed at the bottom of all rotational lists in the Central District, including the capital case list.
- e) Attorneys shall keep non-rotational cases, i.e., probation violations, bench warrant pickups, Health and Safety code 11350 violations and the counseling of a witness.
- f) Rotational cases, handled in Division 30, must be called into the ICDA administrative staff at the end of the day. Arraignments in Division 30 are handled on a pro-bono basis. Attorneys must never charge for time spent in Division 30 except for the one case appointed on, but may bill for time spent on non-rotational matters out side Division 30.

NON-DUTY DAY ASSIGNMENT OF CASES

When the court requests that ICDA assign a case to a Grade I, II, III, IV or misdemeanor panel member, ICDA staff will call attorney on the appropriate rotational lists. Once an attorney accepts an appointment, his/her name is placed at the end of the applicable rotation list. If an attorney is unavailable to accept a case, he/she will retain his/her place in rotation. However, after two "unavailability's" on cases other than short-notice, same day appointments, his/her name will be placed at the end of the rotation list. If an attorney refuses an appointment for any reason, he/she will be rotated to the end of the rotation list.

As a general rule, ICDA staff will page attorneys when trying to appoint someone on a short-notice referral. It is very important that attorneys respond to an ICDA page as soon as possible. Due the limited time to appoint counsel between the arraignment and preliminary hearing date, it is very important that attorneys respond to office calls from ICDA as soon as possible. If an attorney is unreachable when called, and does not return ICDA's call, he/she will be considered unavailable. The same rules apply as above.

If an attorney does not wish to be called for new cases, he/she should contact ICDA to have himself/herself placed on hold status. When he/she is available to accept new cases again, he/she may contact ICDA to remove the hold status.

When attorneys receive an appointment through the ICDA program, he/she is responsible for promptly picking up the discovery for the appointed case. Defendant's files are located in designated areas throughout the County. Please call the ICDA administrative staff at (213) 896-6437 for the specific locations.

Assignment of Cases for Capital Case Appointments

When the court seeks to appoint a registrant to a Capital Case, ICDA will contact the Grade V attorney whose name is at the top of the applicable list. If the attorney declines to accept the appointment, his/her name will be placed as the third next attorney eligible for an appointment. If the attorney refuses the next offered appointment, his/her name will be placed in the tenth position on that list, and if he/she refuses a third appointment, his/her name will be placed at the bottom of that panel list. (Refer to the Memorandum of Understanding re: Capital cases (MOU))

Attachment C

CLASSIFICATION OF ATTORNEYS

Any Registrant qualifying for a particular grade level shall automatically be assigned to the next lower panel unless he/she notifies the Program Administrator in writing of his/her desire to join only one panel. The only two exceptions are: (1) Registrants who meet the specific qualification requirements for the misdemeanor panel only and: (2) Registrants who meet the specific qualification requirements for the Grade IV, not Grade V, will automatically be assigned to Grade III and Grade II cases.

Attorneys will be eligible to receive appointments according to their classification as follows:

Misdemeanor Attorneys shall be eligible to receive appointments to all misdemeanor cases that are not Penal Code (P.C.) 270.

P.C. 270 Attorneys shall be eligible to receive appointments to all P.C. 270 cases.

Grade I Attorneys shall be eligible to receive appointments to **Grade I cases only**. Grade I cases shall be:

- *All felonies not designated as Grade II, III, IV or V
- *All Vehicle Code offenses except homicides
- *All Business and Professions Code felony filings,

up to 4 years max sentencing time

Grade II Attorneys shall be eligible to receive appointments to **Grade II and Grade I cases**. Grade II attorneys will be eligible to receive appointments where the term of exposure exceeds 4 years, **up to 10 years max sentencing time**.

Grade III Attorneys shall be eligible to receive appointments to **Grade III cases and Grade II cases**. Grade III cases include the following; except when they have been designated as Grade IV cases:

- *Any complaint filed with more than seven counts on our defendant regardless of the actual charge (except for Grade V cases).
- *Any complaint for which more than two sentence enhancements are alleged.
- *All conspiracies (P.C. 182) except where the underlying charge is a Grade I charge.
- *All cases where forfeiture of money or property is involved.
- *All P.C. 211 cases with more than three counts of 211 filed against our defendant.
- *All cases where the time estimate for the duration of the Preliminary Hearing is in excess of 6 weeks.

PENAL CODES

* 12022.6B, 207(a), 208 (b), 215, 261.5, 262, 264.1, 266(h) (if under age sixteen) 266(l) if under age sixteen), 266(l) if under age sixteen), 286(b)(2)(c), 287, 288 (including oral copulation, etc.) 289, 311.4(b), 451 (b)(c), 452, 454, 653f(b), 12310(b), and 4503.

HEALTH and SAFETY CODE

11353.5, 11353.7, 11370.6, and 11488.

- * All cases not specified as a grade IV charge where the **max sentencing time does not exceed 25 years.**
- * **All 2nd Strike Cases**

Grade IV Attorneys shall be eligible to receive appointments to **Grade IV cases, Grade III cases and Grade II cases.** Grade IV cases shall include:

- *All cases in which a third strike is alleged (P.C. 667).
- *All non-special circumstance (Grade V) murder cases.
- *All complex crimes involving protracted litigation with approval of the Court.
- *Treason under Penal Code section 37
- *Kidnapping causing GBI or death or under circumstances likely to cause GBI or death under Penal Code section 209(a)
- *Attempted murder of a police officer under Penal Code section 217.1
- *Train-wrecking under Penal Code section 218
- *Train de-railing under Penal Code section 219
- *Assault of a child under 8 years of age resulting in death under Penal Code section 273(a, b)
- *Explosion causing death under Penal Code section 12310(a)
- *All cases alleging an enhancement under Penal Code section 12022.53(d) (personally discharging a firearm causing great bodily injury or death)
- *All sex offenses alleging an enhancement under Penal Code section 667.61 (sex offense special circumstances)
- *All sex offenses alleging an enhancement under Penal Code section 667.7 (habitual sex offender causing GBI or using force likely to produce GBI)
- *All sex offenses alleging an enhancement under Penal Code section 667.71 (habitual sex offender)
- *Attempted First Degree Murder under Penal Code section 664/187
- *Gross Vehicular Manslaughter with prior DUI conviction under Penal Code section 191.5(d)
- *Aggravated Mayhem under Penal Code section 205
- *Torture under Penal Code section 206.1
- *Kidnapping under Penal Code section 209(a) not causing GBI or death
- *Kidnapping under Penal Code section 209(b)
- *Kidnapping during commission of carjacking under Penal Code section 209.5
- *Aggravated sexual assault of a child under Penal Code section 269
- *All sex offenses alleging enhancement under Penal Code section 667.51(d) for prior sex offense convictions (P.C. 667.71 and P.C. 667.72)
- *All drug offenses alleging an enhancement under Penal Code section 667.75 (drug offenses involving minors with prior convictions)
- *Explosion causing mayhem or GBI under Penal Code section 12310(b)
- *All second strike cases alleging any of the above offenses or enhancements
- *Any of the above substantive offenses in combination with an enhancement allegation under Penal Code sections 12022.53(b) or (c)
- * All cases where the maximum possible **sentencing time** of the defendant amounts to **25 years and over.**
- * **All 3 strikes cases where the underlining charge is deemed a serious felony.**

Grade V Attorneys shall be eligible to receive appointments to **Grade V cases and Grade IV cases.** Grade V cases shall include:

- *P.C. 187 with special circumstances

Attachment D

De Novo Review Procedures

The ICDA Main Committee shall conduct a de novo review at the request of any attorney that is either not included on the panel or refused an upgrade on the panel by the Qualifications Committee or is suspended from the panel by the Billing and Disciplinary Committee. A request for a de novo review shall be in writing and shall include an agreement to abide by these rules, including the provisions relating to confidentiality and indemnity.

The members of the various Committees shall treat the subject matter of their meetings as confidential and any information received concerning any applicant to the panel as privileged official information.

Names of persons who are contacted during the investigation process will be kept confidential, except that the various committees may transmit information to each other.

The applicant may respond in writing to the findings and may send letters of reference if so desired. After receipt of any such documents the Main Committee may reconsider whether or not the applicant should be included, upgraded or restored to the panel.

All matters addressed to the Main Committee shall be in writing, except that the Main Committee members may contact individuals telephonically or in person for the purpose of conducting an investigation into the appeal of any panel member or applicant.

A quorum of the Committee shall consist of seven members for the purpose of any de novo determination.

Should the Main Committee vote to uphold the decision of the Qualification Committee or the Billing and Disciplinary Committee, the panel member or applicant may appeal their decision to the Superior Court Judicial Committee for a de novo hearing. The appellant must submit his appeal to the Superior Court Judicial Committee in writing setting forth the factual basis for his/her appeal. The Superior Court Judicial Committee shall notify the appellant where and when the de novo hearing will be heard.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

In re)
ICDA Qualification Committee)
and De Novo Review Committee)
Procedures)
_____)

Order

In accordance with the ICDA Panel Agreement, and in consultation with the Superior Court, an ICDA Qualification Committee, and an Appeals Committee have been established to review the applications of attorneys to consider and review the applications of attorneys desiring to be selected for the Panel. The attached ICDA Qualification Committee Evaluation Guidelines and De Novo Review Procedures have been adopted.

No application or request for de novo review will be accepted from any attorney unless accompanied by a copy of the attached written agreement of the attorney agreeing to abide by the Memorandum of Understanding, the application and de novo review procedures and the provisions thereof relating to confidentiality.

The members of the committees shall treat the subject matter of their meetings as confidential and any information received concerning any applicant to the panel as privileged information within the meaning of Evidence Code Section 1040, et seq., and otherwise. Names of persons who are contacted during the investigation process will be kept confidential, except during the committee's deliberations, unless confidentiality is waived by the persons supplying information to the committee.

IT IS SO ORDERED:

Date: _____

Supervising Judge, Criminal Departments

Attorney Agreement

In applying for selection for the ICDA Panel and in seeking any de novo review of my application, I agree to abide by the ICDA Agreement, the application and de novo review procedures, and the provisions thereof relating to confidentiality. I further agree that the judges considering my application and any request for de novo review are acting in a judicial capacity, entitled to judicial immunity.

Date: _____

Signature

Printed Name

Attachment E

ICDA Qualification Committee Evaluation Guidelines

All attorneys seeking admission to the Los Angeles County attorney panel to handle cases under the Los Angeles County ICDA Agreement shall submit an application to the attorney screening committee. The applications will be reviewed by the committee for completeness, and the applicant evaluated for placement on the attorney panel. Only applicants meeting all the criteria listed below will be placed on the County panel:

All applicants will be evaluated using the same criteria:

1. Demonstrated professionalism, competency and experience to handle complex felony trials;
2. Demonstrated ethical standards above question;
3. Demonstrated court behavior not inconsistent with bringing court matters to trial without undue delay, i.e.,
 - (a) Appears in court promptly at time set;
 - (b) Manages calendars in fashion to prevent trial conflicts arising on a regular basis;
 - (c) Prepares early to proceed without causing undue delay.
4. Demonstrated appropriate accounting practices including maintenance of adequate documentation for court provided funds and credible billing records.
5. Demonstrated billing practices which bill for time spent necessary to properly represent the defendant in a manner not inconsistent with the amount of time spent by other counsel with similarly situated defendants.
6. Meets minimum Panel requirements of Memorandum of Understanding.

Consistent with the policies of the Court and the County of Los Angeles as set forth in the Memorandum of Understanding, outreach efforts will be pursued to ensure equal access by minority and women attorneys for inclusion on the panel.

Attachment F

ICDA HOURLY COMPENSATION RATES

Rates Effective: January 1, 2006

▪ Misdemeanor	\$63.00
▪ Grade 1	\$68.00
▪ Grade 2	\$74.00
▪ Grade 3	\$80.00
▪ Grade 4	\$91.00

Attachment G

List of Covered Courts: Superior Court Districts

Central District— Los Angeles

Hollywood Court
East Los Angeles Court
Clara Shortridge-Foltz Criminal Justice Center
Central Arraignment Court
Metropolitan Court

North District— Lancaster

Antelope Valley

Northeast District— Pasadena

Pasadena Court
Santa Anita Court
Alhambra Court
Burbank Court
Glendale Court
El Monte Court

North Valley District— San Fernando

San Fernando Court
Newhall Court

Northwest District— Van Nuys

Van Nuys Branch

South District— Long Beach

Long Beach Court

South Central District— Compton

Compton Court
Lynwood Court

Southeast District— Norwalk

Los Cerritos Court
Whittier Court
East Los Angeles Court
Metro Court

Southwest District— Torrance

Torrance Court
Inglewood Court

West District— Santa Monica

Beverly Hills Court
Culver Court
Malibu Court
Airport Court
Santa Monica Court

East District

Rio Hondo Court
Pomona
West Covina

Attachment H

Standard County Contract Terms

1. County Lobbyists. Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

2. Consideration of GAIN Program Participants for Employment. Should Contractor require additional replacement personnel after the effective date of this agreement, Contractor shall give consideration for any such employment openings to the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Contractor.

3. Compliance with County Child Support Compliance Program. Contractor has submitted to County the written certifications hereto as Attachment 3 which are incorporated herein, in compliance with the County's Child Support Compliance Program.

4. Contractor's Warranty of Adherence to County's Child Support Compliance Program. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

- A. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).
- B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 4.

"Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Agreement."

5. Notice to Employees Regarding the Federal Earned Income Credit. Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.
6. Minority/Women Participation and Ownership. CONTRACTOR shall provide County a breakdown of its minority/women participation, i.e., partners,

associates, management staff, clerical, court filers etc. If applicable, Contractor shall also provide County percentage of minority/women ownership.

Contractor shall provide updates to the minority/women participation and ownership information upon thirty (30) days written notice from County. Contractor shall submit "Los Angeles County Community Business Enterprise (LAC/CBE) Program" information in the format of Attachment 4 within thirty (30) calendar days from the Agreement date.

7. Contractor Responsibility and Debarment. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

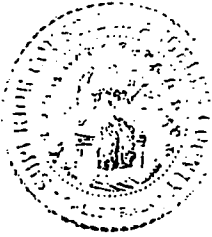
The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

8. Termination for Improper Consideration. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either

to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.



CHAMBERS OF
STEPHEN E. O'NEIL
SUPERVISING JUDGE

ATTACHMENT I

CRIMINAL DIVISION
The Superior Court
LOS ANGELES, CALIFORNIA 90012

CRIMINAL COURTS BUILDING
210 WEST TEMPLE STREET
(213) 974-1234

April 24, 2001

TO: Cathy Dreyfuss
Indigent Criminal Defense Appointments Program

FROM: Judge Stephen E. O'Neil, Supervising Judge
Central Criminal Courts

SUBJECT: **I.C.D.A. Billing Guidelines**

The Superior Court has reviewed and considered the ICDA billing guidelines recommended in your memorandum dated March 6, 2001. In response the Court has adopted the policies set forth below. These correspond to the order in which they were discussed in your memo. Please note that as a result of Court unification, all billing agreements between ICDA and the former Los Angeles Municipal Court or any other former municipal courts are no longer valid; only the billing agreement with the Superior Court is operable.

Superior Court

1. The daily, hourly billing guideline is retained at 10 hours. Please note that this is a guideline, not an absolute cap and the Court will ensure this message gets disseminated to all judicial officers.
2. The Court will continue to approve travel time for travel to and from Wayside Honor Ranch. Any additional travel time must be pre-approved before it may be claimed.
3. One appointment order at arraignment is sufficient as approval to continue to perform pre-trial and trial work on the same case for the same defendant; subsequent appointment orders at these milestone events are not required.
4. Waiting time is defined as that time actually spent in the courtroom waiting for the specific case to be called. Time spent outside the courtroom may not be claimed as waiting time.

5. Judicial officers will be required to respond to claims within 60 days. Attorneys must continue to submit claims within 30 days of the work performed. Providing attorneys with more time to submit claims creates a problem for the Court as court files are no longer held by the clerks.
- 6,7. All appeals of claims previously reduced by judicial officers must be presented to Department 100 by ICDA, not by an individual attorney, for consideration. It is expected that the ICDA internal appeal process will first be applied before ICDA submits contested billings to Department 100.

ICDA Specific

- Section 2: The provision that prohibits billing for work performed between preliminary hearing and Superior Court arraignment is deleted.
- Section 3: Attorneys are required to continue to bill in increments of 10 minutes since the PACE system cannot accept two digit time increments.
- Section 4: All references to pre-approved expense amounts are deleted.

LAMC Guidelines

As noted above, the ICDA agreement with the Los Angeles Municipal Court is no longer operable. The existing agreement with the Superior Court provides the billing parameters and policies for all criminal cases. Therefore, in response to specific points raised in your March 6, 2001 memo:

- 2a: The current rate and grade schedule between the Superior Court and ICDA is in effect. Although the Court supports rate increases for ICDA, any revisions to this schedule need to be brought up with and negotiated with the County.
- 2b: This provision, covering payment for preliminary hearings or other special proceedings which last less than three hours, is deleted.
- 2c: Although the Court supports rate increases, any increases in compensation for complex felony litigation must be negotiated and approved by the County.
- 2d: Attorneys assigned on a per-diem basis as "on duty" for that day may only bill for the cases assigned to him on that day. On-duty attorneys may not bill that day for cases previously assigned to them.

- 2e: The former LAMC policy regarding payment for per-diems no longer exists. All payment rates are tied to the most current agreement approved by the County.
- 2f: Waiting time is defined as that time actually spent in the courtroom waiting for the specific case to be called. Time spent outside the courtroom may not be claimed as waiting time. (See response no. 4 above.)
- 2g: Claims in excess of \$3,000 do not require the Supervising Judge's approval for payment.
- 2h: Claim authorization time: Judicial officers are required to respond to claims within 60 days. Attorneys must continue to submit claims within 30 days of the work performed. (See no. 5 above.)
- 2i: Only the appointed attorney may be paid for work performed on a specific case. No substitute attorney will be paid.
- 2k: Additional payment for telephone calls, parking fees, and gas expenses will not be considered by the Court.
- 2m: The court day is 6.5 hours, as defined in the LASC agreement.
- 2o: If the Court believes the trial has been unduly prolonged or delayed by assigned counsel, the Court may reduce the award to counsel.
- 2p: The Court will continue to approve travel time for travel to and from Wayside Honor Ranch. Any additional travel time must be pre-approved before it may be claimed (See no. 2 above.)
- 2r: Review of compensation rates is a matter between ICDA and the County.
- 2s: The standard for total claimable hours per day is ten (10), as reflected in the LASC agreement.
- 2t: Certified pleas are no longer relevant.

The Court is in the process of drafting a new agreement with the ICDA to re-define standards and policies following unification. This agreement will reflect the standards

Cathy Dreyfuss

April 24, 2001

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currently in effect between ICDA and the Superior Court, along with revised definitions and policies where required. The draft will be provided to ICDA when it is finished.

SEO/as/pace/icdaguide

SEO:cm

- c: Honorable James A. Bascue, Presiding Judge
Honorable Robert A. Dukes, Assistant Presiding Judge
Honorable David Wesley, Assistant Supervising Judge, Central Criminal Courts
John A. Clarke, Executive Officer
Debbie Lizzari, Deputy Executive Officer, Administrative Services
Alf Schonbach, Court Administrator, Finance & Accounting
Susan Cichy, Court Administrator, Central Criminal Courts