

**AGREEMENT BETWEEN THE SUPERIOR COURT
OF THE STATE OF CALIFORNIA, COUNTY OF SANTA CLARA,
AND THE SANTA CLARA JUVENILE DEFENDERS RELATING TO PROVISION OF
JUVENILE DEPENDENCY SERVICES**

This is an Agreement between the Superior Court of the State of California, County of Santa Clara ("Court"), and Santa Clara Juvenile Defenders ("SCJD"), a California Partnership, pursuant to which SCJD shall provide services and be compensated in juvenile dependency matters in which they are appointed by the Court.

RECITALS

The Court has determined that in matters in which counsel is to be appointed pursuant to Welfare and Institutions (W & I) Code Sections 317 and 353, it is desirable to appoint private counsel; and

The Court has stated its intent to appoint SCJD in those dependency matters in which the Court deems appointment of counsel for parent, guardian, or minor pursuant to W & I Code § 317 to be appropriate; and

The compensation to be paid for counsel appointed pursuant to W & I Code § 317 is a charge against the Court; and

It is in the best interest of the parties represented that the manner of appointment and compensation of counsel be determined in advance by mutual agreement, and that compensation not be placed in issue on an individual case basis.

AGREEMENT

1. Services.

In any matter in which SCJD is appointed by the Court to represent a parent, guardian, or minor needing and qualified for such representation in a dependency proceeding pursuant to W & I

Code §317, SCJD shall provide those services necessary to represent the best interest of the parties represented. SCJD shall not be appointed Guardian Ad Litem pursuant to Code of Civil Procedure Section 372 et seq.

2. Attorney and Support Staff Requirements.

a. Basic Services. SCJD shall provide on a continuing basis sufficient attorneys and support staff to serve the parties in three dependency departments of the Juvenile Court of the County of Santa Clara, and such other departments of the Court to which matters are assigned because of length trial or other reason (for example, Drug Treatment Court). Support staff shall include investigators and other personnel necessary to assist SCJD in its representation of the parties.

The "Payment for Services" annual dollar amount, not to exceed \$2,651,955.00, described in Section 6 below, was negotiated based on a minimum staffing level to be provided by SCJD at all times during the period of this Agreement as follows:

- 18 Attorneys , which includes all associated support staff and costs.
- 4 Paralegals and 2 Social Workers, including all associated support staff and costs.

Each attorney providing services must be qualified to practice before the Juvenile Court by reason of experience and training. A current listing of all attorneys providing services, together with a resume and a description of each attorney's qualifications, shall be provided to the Court prior to signing this Agreement; and shall be maintained by SCJD throughout the term of this Agreement, with updates provided to the Court when staffing changes occur.

b. Additional Services. In the event the Court determines that services from the SCJD beyond the level of Basic Services described above are required, then SCJD will provide such Additional Services to the Court upon satisfactory agreement as to the scope of such services and

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the compensation to be paid.

SCJD agrees that employees shall be allowed to take leave from his or her duties without loss of wages, vacation time, sick leave or benefits to respond to a summons for jury selection or to serve on a jury for which an employee is selected.

3. Location of Offices.

As of the date of the first appointment of SCJD counsel under this Agreement, SCJD shall maintain offices in the County of Santa Clara. The Court shall make reasonable efforts to provide SCJD access to office space at the court facility housing juvenile dependency departments.

4. Maintenance of Records.

SCJD shall keep sufficient records to enable the Court to establish the cost of representing all categories of persons in Juvenile Dependency Court proceedings, so as to recover such costs from whomever may be obligated to reimburse the Court or State of California, pursuant to the provisions of W & I Code Section 903, et seq.

SCJD shall supply statistical data as requested by the Court, or required by the State Judicial Council, and/or the Administrative Office of the Courts.

The Court may, in its discretion, audit or inspect the books and financial records of SCJD relating to this Agreement at any time. SCJD agrees to make available for inspection at its offices in Santa Clara County, all books, statements, ledgers and other financial records pertaining to this Agreement, without restriction or exception.

SCJD shall maintain and preserve all books, statements, ledgers and other financial records for a period of 5 years from the termination of this Agreement, or until all federal/state audits are complete for that fiscal year, whichever is later, unless ordered sealed by the Court.

SCJD agrees to maintain the confidentiality of its records pursuant to all applicable provisions of the Welfare and Institutions Code, and all other laws relating to privacy and confidentiality with respect to Juvenile Court records.

In the event of termination of this Agreement, work materials shall immediately be turned over to the Presiding Judge of the Court. SCJD will cooperate in the orderly transition of assigned cases to newly appointed counsel.

5. Relationship of Parties.

The Court and SCJD acknowledge that this Agreement does not create a relationship of attorney and client, employee and employer, or principal and agent as between them.

SCJD agrees that its services are to be performed as an independent contractor and not as an employee of the Court, and that SCJD and its employees or representatives acquire none of the rights, privileges, powers or advantages of Court employees. SCJD agrees that the Court does not provide workers' compensation insurance to, or on behalf of, SCJD for the services to be performed, and that the Court will not withhold federal or state income taxes from monies due SCJD for services performed, but that said taxes are the sole responsibility of SCJD.

SCJD shall not delegate or assign duties, rights or obligations hereunder, either in whole or in part, without the prior written consent of the Court.

6. Payment for Services

a) Basic Services – Year 1. SCJD shall be paid \$2,651,955.00 in the first year of the Agreement for providing the services described in Section 2a above. This amount shall be paid in 12 monthly installments of \$220,996.00 over the first year of the Agreement. SCJD shall provide a detailed invoice to the Court by the fifteenth calendar day of the month being billed; and the Court shall make payment within 30 days of receipt of a proper invoice.

This amount includes and shall constitute compensation for those positions required in order to provide coverage for average daily absences due to vacations, training, sick and disability leave.

b) Basic Services – Years 2 and 3. SCJD shall receive a 3% increase in the second and third years of the Agreement. In Year 2, SCJD shall be paid ~~FY06~~ ^{FY07} \$2,731,514.00 for providing the services described in Section 2a and in Year 3 SCJD shall receive ~~FY07~~ ^{FY08} \$2,813,459.00 for providing the services described in section 2a above.

This amount includes and shall constitute compensation for those positions required in order to provide coverage for average daily absences due to vacations, training, sick and disability leave.

c) Basic Services – Years 4 and 5. If Court extends the Agreement pursuant to Section 11, for an additional one year term, SCJD shall be paid ~~FY08~~ ^{FY08} \$2,897,863 (Year 4); and if the Court extends the Agreement for a second one year term, SCJD shall be paid ~~FY09~~ ^{FY09} \$2,984,799 (Year 5).

d) Termination. In the event of an early termination date (see Section 14) which occurs other than at the end of a calendar month, SCJD shall be paid to the date of termination on a *pro rata* basis based upon time completed under the existing contract, and not on the basis of quantum merit for services performed. If there is a balance remaining to the Court for services not rendered by SCJD after the final accounting, the balance shall be calculated on a *pro rata* basis and shall be due and payable by SCJD within 30 days.

If a new provider of dependency legal services is selected by the Court following termination of this Agreement, and SCJD continues representation of parents or guardians pending appointment by the Court of successor counsel, SCJD shall be paid at an hourly rate based on actual salary and benefit costs of SCJD personnel performing the work, until the cases on which SCJD remains the attorney of record have closed. SCJD shall submit monthly invoices to the Court reflecting hours spent and hourly rates on specific retained cases. This does not preclude SCJD from petitioning the Juvenile Dependency Court to be removed as attorney of record on a case, which if successful would terminate any further financial obligation of the Court to pay SCJD for services related to said case.

7. Indemnity and Insurance.

See attached Exhibit A "Insurance Requirements for Professional Services Contracts."

8. Rights and Obligations.

SCJD shall not be prohibited from engaging in the private practice of law, including the defense of those charged with crimes or any and all proceedings in Juvenile Court, providing that no private case shall be accepted which may cause a conflict of interest to arise.

Further, SCJD attorneys shall not accept any private cases that might impact their ability to fully discharge their obligation to handle SCJD's appointments under this Agreement to Juvenile Dependency Court matters.

Should SCJD feel a parent or guardian for whom it is appointed to represent does not qualify for the services, SCJD shall immediately so advise the parent or guardian and the Court.

In no event shall SCJD accept anything of value as consideration for services rendered to any parent or guardian referred to SCJD by Juvenile Court, except from the Court. SCJD shall not charge

any parent or guardian or other person for services rendered pursuant to this Agreement.

SCJD hereby designates Gary L. Proctor, 31 North Second Street, Suite 330, San Jose, California 95113, as the individual attorney who is to manage and direct all attorneys furnishing professional services pursuant to this Agreement and to execute all writings, on behalf of SCJD, to endorse and negotiate all drafts, checks, warrants, or other instruments drawn by the Court and payable to SCJD, and who are to be directly and personally responsible to the Juvenile Court in the performance of the terms and conditions of this Agreement.

9. Committee Obligations.

It is understood that from time to time staff meetings and training seminars for social workers, CASA workers and public outreach may be requested of SCJD. SCJD will provide attorneys and staff for all such reasonable requests pro bono throughout the length of this Agreement.

10. Employment of Experts.

The employment of all experts shall be at the expense of the Court after a showing of good cause by SCJD pursuant to Evidence Code § 730.

11. Term of Agreement.

Subject to the provisions of Section 6, this Agreement shall remain in full force and effect, for a period 36 months, beginning July 1, 2005 and ending on June 30, 2008, subject to the right of the Court to extend the Agreement for two additional one year terms, provided the Court gives written notice of its intent to extend the Agreement not less than 90 days prior to the expiration date of the base term or extended term, if any.

12. Renegotiations.

The parties agree that any significant change in the dependency laws by way of State or Federal statute or case law, or by operation of Court policy, will constitute a change of circumstances. In the event of a material change of circumstances affecting staffing requirements, the parties will meet in good faith to renegotiate mutually agreed upon staffing levels and compensation.

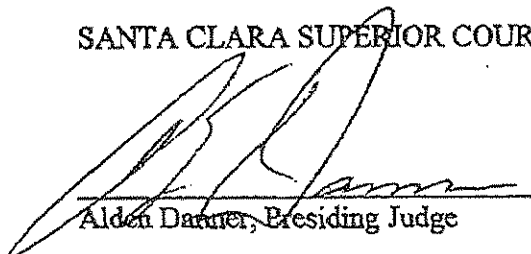
13. Reassignments.

No provision of this Agreement shall be construed as to impair in any manner the power or authority of the Court to vacate its appointment of SCJD in a particular matter and appoint other counsel.

14. Termination.

Either party may terminate this Agreement for good cause only upon giving ninety (90) days written notice of termination to the other party. [See Section 6(c) regarding payment provisions in the event of termination.]

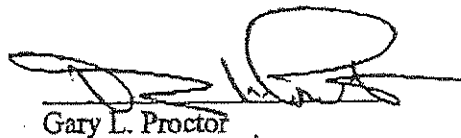
SANTA CLARA SUPERIOR COURT:



Alden Danner, Presiding Judge

Date: 5-25-05

SANTA CLARA JUVENILE
DEFENDERS:



Gary L. Proctor

Date: 5/13/05

EXHIBIT A
INSURANCE REQUIREMENTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the Superior Court, County of Santa Clara, (hereinafter ACourt®), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the Court. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Court. The Contractor shall reimburse the Court for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the Court under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the Court, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverage and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. The Court's Special Endorsement form shall accompany the certificate. Individual endorsements executed by the insurance carrier may be substituted for the Court's Special Endorsement form if they provide the coverage as required. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting Court department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the Court. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the Court's Insurance/Risk Manager.

C. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations Aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Contractual liability, expressly including liability assumed under this Agreement
- d. Personal Injury Liability
- e. Owners= and Contractors= Protective Liability
- f. Severability of interest

1. General liability coverage shall include the following endorsements, copies of which shall be provided to the County:

a. Additional Insured Endorsement:

Insurance afforded by this policy shall also apply to the Court and the officers, agents, and employees of the Court individually and collectively, as additional insureds. Such insurance shall also apply to any municipality in which the work occurs and they shall be named on the policy as additional insured (if applicable).

b. Primary Insurance Endorsement:

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the Court, its officers, agents, and employees shall be excess only and not contributing with insurance under this policy.

c. Notice of Cancellation or Change of Coverage Endorsement:

Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the specified Court insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the Court.

d. Contractual Liability Endorsement:

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the Court.

1. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement).

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

2. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers= Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.
- c. Coverage under the United States Longshoremen's and Harbor Workers' Act shall be provided when applicable.

3. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than twenty-five thousand dollars (\$25,000) per occurrence/event.

4. Claims Made Coverage

If coverage is written on a claims made basis, file Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Consultant will make very effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, Consultant agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement or Permit.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

D. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the Court or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The Court acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the Court upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The Court reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

E. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish Court with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the Court cited herein. If such bond is canceled or reduced, Contractor will notify Court immediately, and Court may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of Court.

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
AND THE SANTA CLARA JUVENILE DEFENDERS RELATING TO PROVISION OF
JUVENILE DEPENDENCY SERVICES**

The Agreement (hereinafter referred to as the "Agreement") between the SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA ("Court") and the SANTA CLARA JUVENILE DEFENDERS ("Contractor") for representation in juvenile dependency matters of parents and for children in conflict situations, effective July 1, 2005 is hereby amended as follows ("First Amendment"):

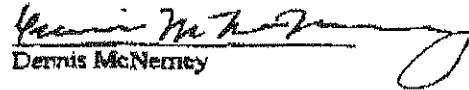
1. Section 11 of the Agreement is amended to extend the term of the Agreement from June 30, 2008 through September 30, 2008.
2. SCJD shall be paid \$724,466 for providing the services described in Section 2a of the Agreement for the period July 1, 2008 through September 30, 2008.
3. The Agreement, as amended, constitutes the entire agreement of the parties concerning the subject matter and supersedes all oral and written agreements, representations and understandings between the parties relating to the subject matter.
4. This First Agreement may be executed by the parties in the number of separate counterparts, each of which shall be deemed an original and all of which, taken together shall be deemed to constitute one and the same agreement.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

SANTA CLARA
JUVENILE DEFENDERS


Kiri Torbe, Chief Executive Officer

Date: 3/20/08


Dennis McNeerney

Date: 3-20-8