



**COUNTY ADMINISTRATIVE OFFICE  
MANAGEMENT & BUDGET TEAM**

**COUNTY OF HUMBOLDT**

825 5th Street, Suite 112, Eureka, CA 95501-1153

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**HUMBOLDT COUNTY COURT APPOINTED ATTORNEY PROGRAM (HCAAP)**

**To:** Applicants to the Humboldt County Criminal Court Appointed Attorneys Program (HCAAP)  
**From:** Sean Quincey, HCAAP Coordinator  
**Subject:** Application Procedure

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Thank you for your interest in our program. Enclosed is the application for the Humboldt County Court Appointed Attorneys Program (HCAAP). The review process generally takes no more than six weeks. If you are invited to join the panel, you are eligible to start receiving referrals on the date of your acceptance to the panel.

All applicants will undergo a Committee review process. The applicant will be required to furnish a detailed history of their background and experience in criminal law. Failure to complete the application or provide the required documents will delay the processing of your application or rejection. Please email or mail the following items for consideration of your application in the order listed:

1. Completed HCAAP application form
2. Resume
3. A list of three individuals we may contact in order to evaluate your qualifications. This list should include attorneys with whom you have worked as co-counsel or opposing counsel, and/or referees or other judicial officers that you have appeared before within the last 24 months. Please provide contact information for all of your references, including their email addresses.
4. A table listing the trainings and education you have received in the last 5 years specific to handling criminal cases. The chart must include the following information: date course was taken, organization that sponsored/hosted event, topic, location and total number of hours.
5. A table listing the cases that satisfy our requirements for the panel(s) you are applying to. This chart must include the following information: case #, defendant's name, year, charges, county, result, co-counsel, DA and judge.
6. Writing sample. The sample should include a factual statement and an analysis of legal principles and must have been prepared entirely by the applicant.
7. If you are applying to be on our juvenile delinquency panel, you must provide a completed JV-700 form showing you have satisfied the requisite hours required to accept juvenile delinquency appointments.



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On behalf of HCAAP, I would like to thank you for your interest in the program. If you have any questions or need further information, please feel free to contact me at:

Please refer to the attached program Fee Schedule for detailed descriptions of panel classes and rates of reimbursement.

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## DECLARATION OF ELIGIBILITY

I, \_\_\_\_\_, hereby declare:

1. I am an active member in good standing with the State Bar of California and am not now nor have been, in the immediately preceding twelve (12) months, subject to any State Bar discipline (including but not limited to probation, suspension, disbarment or failure to pay State Bar dues, or comply with MCLE requirements);
2. I maintain my principal office in Humboldt County at the address specified below, the majority of my practice is in Humboldt County, and this is my address of record with the State Bar of California;
3. I do not belong to any other criminal or juvenile defense court appointment panel, excluding post-conviction or federal. I have listed below the name(s) of the post-conviction and/or federal court appointment panels to which I belong;
4. I hereby certify that I have completed at least six (6) hours of criminal law education or training in the immediately preceding year;
5. I acknowledge that I have received and read the Rules and Regulations of the Court Appointed Attorneys Program (HCAAP) effective March 12, 2019 (available on the Humboldt County website at <http://humboldt.gov/Attorneys>); I agree to abide by and be bound by them and such other and further rules and regulations as may be adopted on behalf of HCAAP including, but not limited to, the HCAAP Fee Schedule effective March 12, 2019 and such other and further fee schedules as may be adopted in the future.
6. I hereby consent to verification by HCAAP of my eligibility for membership in HCAAP.
7. I hereby waive any and all claims, known or unknown, which I may now have against the County of Humboldt, its officers, directors, members, employees and the HCAAP Advisory Committee members for any liability or loss arising out of the operation of HCAAP, application of the Governing Rules, or from the referral or non-referral, assignment or non-assignment, of any case thereunder;
8. I hereby agree to hold harmless and indemnify the HCAAP, its officers, directors, members and employees and the County of Humboldt, its Board of Supervisors, employees and agents from any and all claims, demands, actions, liability, or loss which may arise or be incurred because of or resulting from my participation or lack of participation in HCAAP;
9. I agree that this participation Agreement is renewable each calendar year and that the terms and conditions which apply to the member shall be subject to changes as HCAAP deems necessary.
10. I understand that as a HCAAP panel member, I am receiving reimbursement for legal services rendered; I am an independent contractor. I am not an employee of the County of Humboldt. No relationship of employer and employee is created by this Agreement; it being understood and agreed that attorney is an independent contractor. Contractor is not the agent or employee of the County of Humboldt in any capacity whatsoever and the County of Humboldt shall not be liable for any acts or omissions by attorney nor for any obligations or liabilities incurred by attorney. Attorney shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.
11. Attorney, by this Agreement, agrees to perform his/her work in strict accordance with currently approved methods and practices in his/her field. Attorney further agrees that the sole interest of the County of Humboldt is to

insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the State Bar of California and the Humboldt County Criminal Court Appointed Attorneys Program.

12. The County of Humboldt has and reserves the right to remove any attorney from the HCAAP panel. If removed, the Attorney shall be entitled to payment for services provided hereunder prior to the effective date of said removal.
13. The parties agree that any and all disputes, claims or controversies arising out of or relating to the HCAAP Participation Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the clause set forth in Paragraph 17 below.
14. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested.
15. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.
16. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
17. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the parties so desire.
18. At no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of Paragraph 15 above.
19. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The parties will take such action, if any, required to effectuate such tolling.

I declare, under penalty of perjury, the foregoing to be true and correct of my own information, knowledge and belief and that I have knowingly, intelligently and voluntarily consented to the foregoing provisions.

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, CA

Signature: \_\_\_\_\_