

**ATTORNEY PARTICIPATION APPLICATION
THE CONFLICT PROGRAM**

July 1, 2023- June 30, 2024

Name: _____

Law firm: _____

Principal office address: _____

Telephone: office _____ fax _____

cell _____

Email: _____

Date admitted to practice in California: _____ State Bar # _____

PARTICIPATION FEE

Criminal Representation and Other Attorneys selecting OnLaw

_____ \$ 310.00 In practice less than five years (includes CEB OnLaw Criminal Law Library)

_____ \$ 400.00 In practice over five years (includes CEB OnLaw Criminal Law Library)

Probate Guardianships or Conservatorships without OnLaw

_____ \$ 385.00 Conservatorship (and Guardianship if applicable) Cases

_____ \$ 200.00 Guardianship Cases Only

_____ \$ Additional \$129.00 for CEB OnLaw CA Conservatorship Practice

_____ \$ Additional \$129.00 for CEB OnLaw CA Guardianship Practice

**PAYMENT MUST BE SUBMITTED BY CHECK ONLY, MADE PAYABLE TO THE ORDER OF
INDEPENDENT COUNSEL, INC. ("ICI")**

Mail check to: THE CONFLICT PROGRAM
P.O. Box 333
MARTINEZ, CA 94553

Email your completed application.

I hereby request to participate in the Conflict Program. I understand my request is subject to review and approval by the Conflict Program Advisory Committee and the Board of Directors of ICI. I am submitting application supplements for each rotation in which I wish to participate.

I have checked one of the following categories:

1. _____ I wish to **join** the Conflict Program as a participating attorney in the rotations below.

- _____ Adult Criminal
- _____ Juvenile Delinquency
- _____ Witness Representation
- _____ Juvenile Dependency Immigration
- _____ Immigration Consequences of Criminal Convictions
- _____ Probate Guardianship
- _____ Estate Conservatorship
- _____ Limited Conservatorship
- _____ Public Benefits Conservatorship
- _____ Contempt Cases

2. _____ I wish to **continue participating** in the rotations of which I was a member in the Conflict Program.

3. _____ I wish to continue participating in the rotations of which I was a member in the Conflict Program, and I wish to be **added to the rotations** below.

- _____ Adult Criminal
- _____ Juvenile Delinquency
- _____ Witness Representation
- _____ Juvenile Dependency Immigration
- _____ Immigration Consequences of Criminal Convictions
- _____ Probate Guardianship
- _____ Estate Conservatorship
- _____ Limited Conservatorship
- _____ Public Benefits Conservatorship
- _____ Contempt Cases

4. _____ I wish to continue participating in the rotations of which I am already a member, except that I wish to be **removed from the following rotations:**

- _____ Adult Criminal
- _____ Juvenile Delinquency
- _____ Witness Representation
- _____ Juvenile Dependency Immigration
- _____ Immigration Consequences of Criminal Convictions
- _____ Probate Guardianship
- _____ Estate Conservatorship
- _____ Limited Conservatorship
- _____ Public Benefits Conservatorship
- _____ Contempt Cases

I declare:

1. I am an attorney at law, and I am an active member in good standing of the California State Bar.
2. I have read the most recent version of the *Rules and Regulations of the Conflict Program*, as updated from time-to-time, located at <https://www.conflictprogram.org/>. I understand them and agree to abide by them, and such amendments and additional rules as may be adopted by the Advisory Committee or the ICI Board.
3. I acknowledge receipt of a copy of California Rules of Professional Conduct Rule 3-310, attached to this application. I have read it and agree to abide by it. I shall not accept a case unless:
 - (a) I have no present actual or potential conflict of interest in representing the client; and
 - (b) I and members of my staff avoid any actual or potential conflict of interest; andI will notify ICI immediately of any case or situation which may involve an actual or potential conflict of interest for ICI's review and decision. In the alternative, I agree to provide ICI with evidence that I have disclosed the conflict or potential conflict to adverse or potentially adverse parties, and have obtained the informed written consent of the adverse or potentially adverse parties as required by Rule 3-310 prior to the execution of this agreement and I am not an employee of ICI or of the County when providing any services assigned under this Contract.
4. Any dispute, claim or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Contra Costa County, California before one arbitrator. I will not join or consolidate claims submitted for arbitration with those of any other persons, and no form of class, collective, or representative action shall be maintained

without the mutual consent of the parties. The arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules and procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

5. My principal office for the practice of law is in the County of Contra Costa and the same address is listed with the California State Bar and my malpractice insurance carrier. I conduct a majority of my practice in the County of Contra Costa.

6. I am not currently nor have I ever been the subject of any disciplinary proceedings by the State Bar of California or any other regulatory body except those listed on a separate sheet attached hereto. I have never been convicted of any criminal offense except those listed on a separate sheet attached hereto. I have no current criminal charges pending, except as described in a separate sheet attached hereto. I will immediately inform the Conflict Program of any proceedings initiated against me which could result in such disciplinary action, and of any lawsuit or arbitration proceeding alleging malpractice, ineffective assistance of counsel, or other professional liability. I will immediately notify the Conflict Program of any alteration or lapse of my membership in the State Bar of California.

7. I shall defend, indemnify, save, and hold harmless the County of Contra Costa, its officers, agents and employees from any and all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of ICI hereunder, resulting from the conduct, negligent or otherwise, of ICI, its agents or employees.

8. I shall defend, save, indemnify, and hold harmless, and waive any and all claims against ICI and its officers, directors, members and employees, the Conflict Program Advisory Committee, the administration and staff of the Conflict Program, the Court, and the County of Contra Costa and its officers, agents and employees for any liability for loss including without limitation, all consequential damages, arising out of the operation of the Conflict Program, the legal and related services provided, or out of referrals, assignments and appointments from any cause whatsoever arising from or connected with the operations or the services of the attorney hereunder, or its agents or employees.

9. I understand and agree that I am an independent contractor and have no property interest in continuing and/or renewing my participation in the Conflict Program and/or in continuing to receive case appointments through the Conflict Program.

10. I understand and agree that all bills and other requests for payment I submit to the Conflict Program are declared to be true and correct under penalty of perjury.

11. I understand and agree that if ICI does not receive sufficient funds from the County of Contra Costa to pay for the operations of the Conflict Program, and/or if the contract providing such funds terminates and the County of Contra Costa makes no new contract providing such funds, ICI and the Conflict Program shall have no obligation to pay me for services rendered and expenses incurred pursuant to appointments made by the Conflict Program.

12. I have complied with CRC Rule 4.117 if I seek to be placed in the Class I (capital case) rotation, specifically including the requirement of completing at least 15 hours of capital case defense training within the last two years.

13. I have complied with CRC Rule 7.1101 if I seek to be placed in the probate guardianship

and/or conservatorship rotations, specifically including the continuing legal education requirements stated in that rule.

14. I have complied with CRC Rule 5.664 if I seek to be placed in the juvenile delinquency rotation, specifically including the training requirements stated in that rule, and shall maintain a current Declaration of Eligibility for Appointment to Represent Youth in Delinquency Court (JV-700).

I understand that the Program may offer me cases before the Advisory Committee and/or ICI reviews my renewal application. I acknowledge that previous participation in the CCP or acceptance of cases does not entitle me to continued participation in the Program and such participation may be terminated, modified, or declined at any time.

15. All of the statements in this application, including all case classification supplements and other attachments, are true and correct of my own personal knowledge.

EXECUTED under penalty of perjury under the laws of the State of California.

_____, at _____
(date) (city)

(signature)

Rule 3-310 Avoiding the Representation of Adverse Interests

16. (A) For purposes of this rule:

(1) "Disclosure" means informing the client or former client of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the client or former client;

(2) "Informed written consent" means the client's or former client's written agreement to the representation following written disclosure;

(3) "Written" means any writing as defined in Evidence Code section 250.

(B) A member shall not accept or continue representation of a client without providing written disclosure to the client where:

(1) The member has a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; or

(2) The member knows or reasonably should know that:

(a) the member previously had a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; and

(b) the previous relationship would substantially affect the member's representation; or

(3) The member has or had a legal, business, financial, professional, or personal relationship with another person or entity the member knows or reasonably should know would be affected substantially by resolution of the matter; or

(4) The member has or had a legal, business, financial, or professional interest in the subject matter of the representation.

(C) A member shall not, without the informed written consent of each client:

(1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or

(2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or

(3) Represent a client in a matter and at the same time in a separate matter accept as a client a

person or entity whose interest in the first matter is adverse to the client in the first matter.

(D) A member who represents two or more clients shall not enter into an aggregate settlement of the claims of or against the clients without the informed written consent of each client.

(E) A member shall not, without the informed written consent of the client or former client, accept employment adverse to the client or former client where, by reason of the representation of the client or former client, the member has obtained confidential information material to the employment.

(F) A member shall not accept compensation for representing a client from one other than the client unless:

(1) There is no interference with the member's independence of professional judgment or with the client-lawyer relationship; and

(2) Information relating to representation of the client is protected as required by Business and Professions Code section 6068, subdivision (e); and

(3) The member obtains the client's informed written consent, provided that no disclosure or consent is required if:

(a) such nondisclosure is otherwise authorized by law; or

(b) the member is rendering legal services on behalf of any public agency which provides legal services to other public agencies or the public.