

FORM APPROVED COUNTY COUNSEL  
 BY: W. L. Victor 11/17/09  
 DATE  
 MARSHAL VICTOR

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

959



**FROM:** Purchasing and Fleet Services Department

**SUBMITTAL DATE:**  
 November 16, 2009

**SUBJECT: APPROVAL OF THE AGREEMENT WITH THE LAW OFFICES OF BARBARA BRAND, AND JUVENILE DEFENSE PANEL, AND THE CONTRACT EXTENSION WITH CRIMINAL DEFENSE LAWYERS, TO PROVIDE LEGAL INDIGENT DEFENSE CRIMINAL AND JUVENILE SERVICES FOR RIVERSIDE COUNTY**

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and execute the one-year professional service agreement with Law Offices of Barbara Brand for \$2,256,000 annually, and Juvenile Defense Pane for \$682,800 annually, both of which contain an option to renew the agreement for four (4) additional one-year periods, and;
2. Approve the contract extension with Criminal Defense Lawyers for \$1,947,501, for an additional three (3) months to accommodate the bid process, and;
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4, to exercise the renewal option, based on the availability of fiscal year funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates, and;
4. Direct the Clerk of the Board to return three (3) original signed agreements to the Purchasing and Fleet Services Department.

Departmental Concurrence

(Continued on Page 2)

*Robert J. HowdysHELL*  
 ROBERT J. HOWDYSHELL, Director  
 Purchasing and Fleet Services Department

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 4,886,301	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 4,886,301	Budget Adjustment:	No
	Annual Net County Cost:	\$ 4,866,301	For Fiscal Year:	FY 09/10

<b>SOURCE OF FUNDS:</b> Indigent Defense Budget	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Dean Deines*  
 Dean Deines

**County Executive Office Signature**

Dept Recomm.:  Consent  Policy   
 Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.: #3.13- 7/15/08, 3.11-6/23/09 | District: All | Agenda Number:

3.80

**BOARD OF SUPERVISORS**

**FORM 11: APPROVAL OF THE AGREEMENT WITH THE LAW OFFICES OF BARBARA BRAND, AND JUVENILE DEFENSE PANEL, AND THE CONTRACT EXTENSION WITH CRIMINAL DEFENSE LAWYERS, TO PROVIDE LEGAL INDIGENT DEFENSE CRIMINAL AND JUVENILE SERVICES FOR RIVERSIDE COUNTY**

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**BACKGROUND**

The County Executive Office is required to retain legal services for the representation of those indigent defendants in which the Riverside County Public Defender's Office declares a conflict of interest, including misdemeanors, felonies, and Welfare and Institution Code Section 600 et. seq. juvenile offenses. On June 23, 2009, the Board of Supervisors directed the Executive Office to review the Indigent Defense program, including an alternate Public Defender (PD) office structure. A Request for Proposal (RFP) was issued to solicit bids for indigent defense services for both with and without an alternate public defender's office. The PD also provided a report detailing the costs to implement and operate an alternate PD. After reviewing the responses to the RFP, as well as the costs to implement an alternate PD office, the option to continue contracting for indigent defense services was the most cost effective for the county at this time.

The basis for the award is divided into three (3) geographical areas, the Desert, Western, & Mid-County, and by the type of criminal case, juvenile or adult.

**PRICE REASONABLENESS**

Purchasing released a Request for Proposal, mailing solicitations to 99 law firms and advertising on the County's Internet. Four (4) proposals were received, one proposal for the desert only, one for juvenile cases only, and two for the adult criminal cases (pending). The proposals were reviewed by a team consisting of personnel from Purchasing, Probation, the Executive Office, and the Superior Court. The evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness to the requirements of the scope of service, the ability to perform, experience and capability, references, and the overall cost.

The awards will be based on 3 geographical areas, Desert, Western and Mid-County. Juvenile Defense Panel (JDP) submitted a proposal for juvenile cases only for the Western and Mid-County at an annual fee of \$630,000 and \$52,800 for ancillary services (specialized and professional services). JDP proposed a cost per case of \$350 for a maximum of 1,800 cases annually, down from their existing annual cost per case of \$381 and 1,628 cases. This represents a per case savings of over 8%.

**BOARD OF SUPERVISORS**

**FORM 11: APPROVAL OF THE AGREEMENT WITH THE LAW OFFICES OF BARBARA BRAND, AND JUVENILE DEFENSE PANEL, AND THE CONTRACT EXTENSION WITH CRIMINAL DEFENSE LAWYERS, TO PROVIDE LEGAL INDIGENT DEFENSE CRIMINAL AND JUVENILE SERVICES FOR RIVERSIDE COUNTY**

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**PRICE REASONABLENESS (Continued)**

The Law Offices of Barbara Brand submitted a proposal for all cases for the desert portion of the County (criminal and juvenile) at an annual fee of \$2,160,000 and \$96,000 for ancillary services. Ms. Brand's proposal is \$18,000 less than the existing contract and includes a maximum of 3,600 annual cases.

The evaluation committee recommends that the awards be given to The Law Offices of Barbara Brand and Juvenile Defense Panel, as the most responsive/responsible bidders for the specific services and areas described above.

As for the two remaining proposals, the evaluation team is currently evaluating the proposals and will be conducting interviews with the remaining two respondents. As such, it is necessary to extend the existing contract with Criminal Defense Lawyers until February 28, 2010 to allow for the completion of the evaluation process, at which time we will return to the Board for award of the new contract.

**REVIEW/APPROVAL**

Purchasing and County Counsel concurs with this request.

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**CRIMINAL DEFENSE AGREEMENT**  
  
for  
  
**LEGAL INDIGENT DEFENSE SERVICES**  
  
between  
  
**COUNTY OF RIVERSIDE**  
  
and  
  
**JUVENILE DEFENSE PANEL**



1 **CONTRACT TO PROVIDE LEGAL SERVICES**

2 THIS CONTRACT is made this date, November 24, 2009 between the County of Riverside  
3 (hereinafter "COUNTY") and Burns and Oblachinski, a professional corporation, doing business as the  
4 Juvenile Defense Panel (hereinafter "ATTORNEY"), to provide services to the Superior Court (Western  
5 and Mid-County Division, including Southwest Justice Center) as set forth herein, for a term of twelve  
6 (12) months.

7 RECITALS

8 WHEREAS, the right of all persons against whom Juvenile Court proceedings are brought to be  
9 represented by Counsel is guaranteed by the Constitution of the United States and the Constitution of the  
10 State of California as expressed in Welfare & Institutions Code § 634; and

11 WHEREAS, the cost and expense of each counsel in the representation of indigent minors in a  
12 Juvenile proceeding under Welfare & Institutions Code § 602 et. seq. and California Rules of Court  
13 including the Juvenile Court Rules, is a proper and lawful charge upon the COUNTY; and

14 WHEREAS, it is in the public interest in circumstances where the Riverside County Public  
15 Defender declares a conflict of interest, or is otherwise unavailable, that the COUNTY contract with  
16 private counsel to render the usual and customary legal services required by law to be provided to  
17 individuals; and

18 NOW, THEREFORE, the parties hereto agree as follows:

19 1. DESCRIPTION OF SERVICES. COUNTY contracts with ATTORNEY to  
20 provide legal representation for indigent minors after appointment by the Court, including proceedings  
21 in the Juvenile Court which may be heard in another Department or location of the Superior Court, when  
22 appointed by the Court as required by law after a determination that a conflict of interest exists which  
23 causes the Public Defender to be unable to represent the minor or the Public Defender is relieved by the  
24 Court for extraordinary reasons, as set out in Section 6.1.

25 2. TERM OF PERFORMANCE. This Contract shall take effect November 24,  
26 2009, and continue in effect to and including November 23, 2014, renewable in one year increments by  
27 written amendment, unless terminated sooner as provided herein.

28 3. SCOPE OF SERVICES. ATTORNEY shall assume full responsibility for  
furnishing counsel necessary to provide daily representation in the various divisions, departments or

1 locations of the Superior Court, Western and Mid-County Divisions. For the purposes of providing such  
2 professional legal services, ATTORNEY, at his own discretion, may perform the services or cause them  
3 to be performed by other attorneys who shall not be considered parties to this Contract, but are  
4 independent contractors and not agents or employees of ATTORNEY or COUNTY. ATTORNEY shall  
5 perform or cause to be performed all professional legal services reasonably and legally required herein  
6 from the time of appointment, at every stage of the proceeding, including post dispositional hearings  
7 until relieved by the court or upon substitution of counsel.

8           3.1 In subcontracting with other attorneys, ATTORNEY shall consider the factors  
9 enumerated in Penal Code § 987 et. seq., the Rules of Professional Conduct governing lawyers in  
10 Business & Professions Code § 6000 et. seq., the State Bar Rules of California, as appropriate, including  
11 Rule 3-310 and the State Bar of California Guidelines on Indigent Defense Services Delivery Systems  
12 (2006).

13           3.2 In Juvenile Court matters, unless otherwise agreed to in writing, ATTORNEY  
14 shall be required to provide the following counsel:

15           a. When appointed by the Court after a determination that a conflict of interest exists  
16 resulting in the Public Defender's inability to represent the minor, in cases petitioned under Welfare &  
17 Institutions Code §602 et. seq.

18           b. When appointed by the Court after the Court has relieved the Public Defender for  
19 lack of preparation, incompetence, unavailability, overload or reasons unrelated to a declaration of  
20 conflict.

21           4. EXCLUSIONS. ATTORNEY shall not be obligated under this Contract to  
22 provide defense in the following cases:

23           a. Stand-by Counsel or Co-Counsel when a defendant has waived counsel or  
24 represents himself in propria persona.

25           b. All post-trial appellate proceedings including appeals to the Appellate Department  
26 of Superior Court or higher Appellate Courts.

27           c. All federal proceedings.

28           d. New trial motions from non-Contractor Attorneys or Public Defender cases based  
on review of trial counsel's performance, except when the Court has made a preliminary

1 finding of incompetence by Trial Counsel.

2 5. PERFORMANCE MANAGEMENT. ATTORNEYS shall have the responsibility  
3 for significant administrative duties under this contract so as to avoid conflicts of interest and  
4 monitoring subcontracting attorneys. The purpose of monitoring individual attorney caseloads is to  
5 ensure that all clients represented under this contract receive effective assistance of counsel under the  
6 Constitutions of the United States and the State of California.

7 5.1 ATTORNEYS shall require each subcontracting attorney to participate in  
8 Mandatory Continuing Legal Education programs focusing on juvenile law, criminal law, criminal  
9 procedure, trial advocacy and related topics. ATTORNEYS shall encourage subcontracting attorneys to  
10 participate in other educational programs related to the practice of criminal law and other areas related to  
11 juveniles such as development, education, substance abuse and mental health. ATTORNEYS shall also  
12 encourage subcontracting attorneys to participate in shared training with the Office of the Riverside  
13 County Public Defender. ATTORNEYS shall review on a yearly basis the performance of each  
14 subcontracting attorney. This review shall include inquiry and/or observation by ATTORNEYS of the  
15 performance of the independent subcontractor in a trial or other relevant courtroom setting.  
16 ATTORNEYS shall require the subcontracting attorney to provide proof of attendance at MCLE  
17 programs recognized by the State Bar of California and to report participation in other educational  
18 programs related to the practice of criminal law and juvenile law. ATTORNEYS will do their best to  
19 assure that only attorneys with the requisite skill and experience handle particular category of cases and  
20 are assigned to such cases. ATTORNEYS shall periodically monitor and evaluate the work of  
21 investigators and the performance of experts and other providers of ancillary services.

22 5.2 In addition to oral half yearly reports, ATTORNEYS shall submit written reports  
23 (October 30 and April 30) including a certification that a detailed evaluation of subcontracting  
24 attorney(s) performance has been undertaken and provided to the ATTORNEYS, the average number of  
25 MCLE-approved training hours per attorney, including other educational programs attended relating to  
26 juveniles such as education, development, substance abuse and mental health. The written reports  
27 should also contain any information that may be indicative of the quality of representation provided by  
28 ATTORNEYS. This may be something completely apart from the day to day representation of a

1 particular client that demonstrates ATTORNEYS commitment to improving the Juvenile Justice System  
2 in Riverside County.

3           6.     COMPENSATION. The contract compensation for representation of indigent  
4 minors in Juvenile Court shall be \$525,000 plus costs as set forth in Section 8. COUNTY shall pay  
5 ATTORNEY the sum of \$43,750 per month in monthly installments in arrears. COUNTY may withhold  
6 all or any part of the final payment until all such cases assigned to ATTORNEY have been concluded  
7 and the contract performance has been reviewed under Section 23. herein.

8           6.1    When ATTORNEY is appointed after the Court relieves the Public Defender for  
9 lack of preparation, incompetence, unavailability, overload, or reasons not related to a declaration of  
10 conflict pursuant to Penal Code § 987.2, ATTORNEY shall provide the County Executive Office with  
11 the accounting of expenditures for each such case to enable the COUNTY to identify said expenditures  
12 as appropriate budget items.

13           6.2    In addition, if in the ATTORNEYS' estimation, an extreme circumstance arises,  
14 ATTORNEYS may make a timely request for additional compensation from the COUNTY. Extreme  
15 circumstances shall generally be limited to extremely protracted cases; cases involving more than six  
16 parties assigned to the Contract, extraordinary change of venue cases involving extreme expense, and  
17 such similar circumstances as may arise. ATTORNEYS' request must be in writing and include a  
18 complete justification of action or anticipated extra expenses and complete itemization of requested  
19 extraordinary payment.

20           7.     CASELOAD. With respect to the annual Contract price, the parties agree that the  
21 total number of cases is uncertain. The Parties agree to use the following figures as benchmark figures  
22 for this contract period.

23           7.1    NEW FILINGS – as defined in Paragraph 1 herein, a minimum of 1200 in a  
24 twelve month period. Attorneys agree however, that any and all cases above this minimum number shall  
25 be covered by Attorneys at the compensation set forth herein. These figures are projected  
26 new/subsequent petitions and are in addition to ATTORNEY's continuing caseloads. Because juvenile  
27 matters are unique, the following rules will determine what this Contract means by "case:"

28           a.     Representation of each defendant to the action is a separate case.

- 1 (1) An original petition.
- 2 (2) A subsequent petition based on entirely new facts.
- 3 (3) Notice of Hearing petitions when no other original or subsequent petition is being
- 4 processed.
- 5 b. What is not a new "case:"
- 6 (1) Amended petitions, unless they state entirely new facts.
- 7 (2) Modification hearings, restitution hearings and the re-calendaring of
- 8 matters based on 15 day reviews.

9 7.2 However, it is understood that, to the extent ATTORNEY's constitutional and  
10 necessary level of legal representation and experience under the Contract may tend to justify additional  
11 payment, such necessary services, in all but the most extreme circumstance, will all be considered by the  
12 ATTORNEY to be their pro bono publico contribution to the administration of justice, consistent with  
13 the obligations of any officer of the Court.

14 8. EXPENSES. ATTORNEY shall pay all costs of specialized and professional  
15 services reasonably necessary to assist the defense in the preparation and presentation of his/her case,  
16 including those cases designated "overload", including medical and psychiatric examination,  
17 investigative services, expert testimony, forensic services, language interpretation, discovery costs,  
18 reporter's transcripts, and fees for experts appointed pursuant to statute from a trust account they hold  
19 for the County of Riverside. For these services during the contract term, the additional sum of  
20 \$4,400.00 per month, in arrears, shall be paid to ATTORNEY and set aside monthly and maintained in a  
21 separate interest bearing trust account for the purpose of providing specialized and professional services  
22 for Welfare & Institution Code § 602 et. seq. cases, EXCEPT that payments shall be suspended when  
23 the balance in ATTORNEY'S trust account exceeds \$20,000. Additionally, upon written agreement of  
24 ATTORNEYS and the County Executive Officer, or designee, the monthly expense payments may be  
25 modified in amount or timing but in no event shall exceed the maximum amount per month as set forth  
26 in this Paragraph 8. Any interest accrued from these funds will be redeposited and used by the  
27 ATTORNEY to pay the costs incurred under this section (Business & Professions Code §6211(b)).  
28 These funds remain the property of the County of Riverside and at the end of the contract, or upon  
request, all unexpended funds shall be returned to COUNTY, and an accounting provided to the

1 County Executive Office within 90 days of termination for all sums expended, including accrued  
2 interest.

3 9. TERMINATION. Either party may cancel this Contract on ninety (90) days  
4 written notice to the other party. In the event that this Contract is canceled, ATTORNEY shall be  
5 responsible for the matters currently assigned to ATTORNEY.

6 10. INDEPENDENT CONTRACTOR. ATTORNEY is, and shall at all times be  
7 deemed independent, and shall be wholly responsible for the manner in which he performs the services  
8 required by this Contract. ATTORNEY exclusively assumes responsibility for the acts of his employees  
9 as they relate to the services to be provided during the course and scope of their employment.  
10 ATTORNEY, his agents, employees and independent contractors and their agents and employees shall  
11 not be considered in any manner to be employees of the County of Riverside.

12 11. RECORDS. ATTORNEY shall keep sufficient records to enable COUNTY to  
13 establish the cost of representing each individual in Court proceedings and allow County of Riverside to  
14 attempt to recover such costs from whoever may be obligated to reimburse the COUNTY. COUNTY  
15 may, at its discretion, audit or inspect ATTORNEY's book and/or financial records relating to the  
16 Contract, at any reasonable time. ATTORNEYS shall be audited by an outside auditor a minimum of  
17 once every twenty four months and at the end of the contract period. ATTORNEY shall be responsible  
18 for one-half of the cost of the audit. ATTORNEY agrees to make available for inspections, without  
19 restrictions, all books, statements, ledgers and other financial records for a period of five (5) years from  
20 the termination of this Contract. All financial records shall be kept, or made available to County of  
21 Riverside, at ATTORNEY's principal place of business at 30111 Technology Dr. Suite 160, Murrieta,  
22 California 92563.

23 11.1 ATTORNEY understands that they are accountable for public funds and that they  
24 must maintain all records that support their expenditures of this money included but not limited to expert  
25 and investigator's invoices, activity/time logs, bank statements, canceled checks, and receipts.

26 11.2 ATTORNEY shall maintain statistics showing the following data and information  
27 on each juvenile case assigned under this Contract, and submit a monthly report to the Executive Office,  
28 within ten (10) days of the end of each month:

- a. Name of minor represented;
- b. Case Number;
- c. Disposition;
- d. Number of cases opened during month separated into the following categories:
  1. Opened;
  2. Closed;
  3. Reopened;
  4. Transfer in;
  5. Substitution for previous appointed counsel;
  6. Copy of Order(s) for Attorney's fees.

e. ATTORNEY shall also furnish a monthly report of expenditures of trust account funds that includes the vendor, type of service (e.g., investigation, expert, etc.), client/case identifier (not name and/or case number of defendant), and amount of expense, within ten (10) days of the end of each month. The report shall additionally include the current balance of the account. ATTORNEY shall utilize a standard electronic accounting system to input and maintain data and compile records.

f. ATTORNEY shall file monthly reports with the County Executive Office in a form agreed upon by the parties, including any or all of the above information and any other costs and/or information reasonably requested by the County Executive Office. ATTORNEY understands that COUNTY relies on the monthly reports to determine the cost of services and that any corrections or adjustments to the reports must be done in a timely manner not to exceed thirty days from the required submission date of the monthly report, and that ATTORNEY will not be compensated for cases reported beyond the thirty days.

g. ATTORNEY shall draft and file a written policy for the documentation of investigator billings and dissemination of said policy to investigators with the County Executive Office within sixty days of the execution of this contract.

11.3 ATTORNEY shall file monthly reports with the County Executive Office in a form agreed upon by the parties, including items 1-3 above, and any other costs and/or information reasonably requested by the County Executive Office.

1           12.    HOLD HARMLESS.  ATTORNEY shall indemnify and hold the COUNTY,  
2 Special Districts, their respective directors, officers, Board of Supervisors, agents, elected officials and  
3 employees free and harmless from any liability whatsoever, based or asserted upon any act(s) or  
4 omissions(s) of ATTORNEY for property damage, bodily injury, or death or any other element of  
5 damage of any kind or nature, relating to or in anyway connected with or arising from the  
6 accomplishment of the services to be performed by ATTORNEY hereunder; and ATTORNEY shall  
7 defend, at its sole expense, including attorney fees, COUNTY, Special Districts, their respective  
8 directors, officers, Board of Supervisors, agents, elected officials and employees in any legal action (s)  
9 or claims(s) based upon such alleged act(s) or omission(s) whether the subject action(s) or claim(s) are  
10 well-founded, properly filed or pleaded, or not commenced in a court of competent jurisdiction.

11           13.    INSURANCE:  Without limiting or diminishing the ATTORNEY's obligation to  
12 indemnify or hold the COUNTY harmless, ATTORNEY shall procure and maintain or cause to be  
13 maintained, the following insurance coverages during the term of this Agreement.

14           13.1   Workers' Compensation:  If ATTORNEY has employees as defined by the State  
15 of California, ATTORNEY shall maintain Workers' Compensation Insurance (Coverage A) as  
16 prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B)  
17 including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy  
18 shall be endorsed to waive subrogation in favor of the County of Riverside; and, if applicable, to provide  
19 a Borrowed Servant/Alternate Employer Endorsement.

20           13.2   Commercial General Liability:  Commercial General Liability insurance  
21 coverage, including but not limited to, premises liability, contractual liability, completed operations,  
22 personal and advertising injury covering claims which may arise from or out of ATTORNEY's  
23 performance of its obligations hereunder. Policy shall name the County of Riverside, special districts,  
24 their respective directors, officers, Board of Supervisors, elected officials, employees, agents or  
25 representatives as an Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per  
26 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply  
27 separately to this agreement or be no less than two (2) times the occurrence limit.

28           13.3   Vehicle Liability:  If ATTORNEY's vehicles or mobile equipment are used in the

1 performance of the obligations under this Agreement, ATTORNEY shall maintain liability insurance for  
2 all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined  
3 single limit. If such insurance contains a general aggregate limit, it shall apply separately to this  
4 agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of  
5 Riverside, special districts, their respective directors, officers, Board of Supervisors, elected officials,  
6 employees, agents, or representatives as an Additional Insured.

7           13.4 Professional Liability: ATTORNEY shall maintain Professional Liability  
8 Insurance providing coverage for performance of work included within this Agreement, with a limit of  
9 liability of not less than \$300,000 per occurrence and \$500,000 annual aggregate. If ATTORNEY's  
10 Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such  
11 insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the  
12 expiration or cancellation of the claims made insurance policy ATTORNEY shall purchase 1) an  
13 Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a  
14 new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3)  
15 demonstrate through Certificates of Insurance that Consultant has maintained continuous coverage with  
16 the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of  
17 five (5) years beyond the termination of this Agreement. The ATTORNEY shall provide proof of  
18 coverage to COUNTY within 30 days of execution of the Contract.

19           13.5 Blanket Commercial Crime Policy: ATTORNEY shall maintain a Blanket  
20 Commercial Crime Policy including, but not limited to, coverage provided under Forms 'A', 'B' and 'F'  
21 for all Directors, Officers, employees, agents and representatives who may be involved in any way with  
22 the direction, handling, depositing, payment or other function that involves COUNTY funds associated  
23 with the performance of this Contract with a limit of liability of not less than an amount per loss equal  
24 to, or greater than, the maximum amount of COUNTY money that may be in trust with the ATTORNEY  
25 at any one time. The ATTORNEY shall provide proof of coverage to COUNTY within 30 days of  
26 execution of the Contract. The coverage will remain in force for at least three (3) years subsequent to  
27 the termination of this Agreement or until that time when all moneys have been reconciled and the  
28 COUNTY has agreed in writing that all financial issues have been completed and the ATTORNEY no

1 longer has any COUNTY assets held in the Trust as defined herein. If this coverage is written on a  
2 Claims-Made basis, the ATTORNEY will provide either 1) an Extended Reporting Endorsement (also  
3 known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to  
4 the date of, or prior to, the inception of this Contract; or, 3) demonstrate through Certificates of  
5 Insurance that ATTORNEY has maintained continuous coverage with the same or original insurer.  
6 Such extended claims made coverage shall be maintained for a period of three years or until that time  
7 when all moneys have been reconciled and the COUNTY has agreed in writing that all financial issues  
8 have been completed and the ATTORNEY no longer has any COUNTY assets held in the Trust as  
9 defined herein.

10 13.6 General Insurance Provisions - All lines:

11 a. Any insurance carrier providing insurance coverage hereunder shall be admitted  
12 to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such  
13 requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager  
14 waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only  
15 for one policy term.

16 b. The ATTORNEY's insurance carrier(s) must declare its insurance deductibles or  
17 self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence  
18 such deductibles and/or retentions shall have the prior written consent of the County Risk Manager  
19 before the commencement of operations under this Agreement. Upon notification of deductibles or self  
20 insured retentions which are deemed unacceptable to the COUNTY, at the election of the County's Risk  
21 Manager, ATTORNEY's carriers shall either; 1) reduce or eliminate such deductibles or self-insured  
22 retentions as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees  
23 payment of losses and related investigations, claims administration, defense costs and expenses.

24 c. The ATTORNEY shall cause their insurance carrier(s) to furnish the County of  
25 Riverside with 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
26 Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by  
27 the County Risk Manager, provide original Certified copies of policies including all Endorsements and  
28 all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and

1 policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than  
2 thirty (30) days written notice be given to the County of Riverside prior to any material modification or  
3 cancellation of such insurance. In the event of a material modification or cancellation of coverage, this  
4 Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective  
5 date, another properly executed original Certificate of Insurance and original copies of endorsements or  
6 certified original policies, including all endorsements and attachments thereto evidencing coverages and  
7 the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier  
8 to do so on its behalf shall sign the original endorsements for each policy and the Certificate of  
9 Insurance. ATTORNEY shall furnish County of Riverside with original Certificate(s) of Insurance and  
10 certified copies of endorsements or policies of insurance including all endorsements and any and all  
11 other attachments as required in this Section within seven days of execution of this Contract.

12 d. It is understood and agreed by the parties hereto and the ATTORNEY's insurance  
13 company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as  
14 primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retentions or  
15 self-insured programs shall not be construed as contributory.

16 e. If, during the term of this Agreement or any extension thereof, there is a material  
17 change in the scope of services or performance of work the Risk Manager of the County of Riverside  
18 reserves the right to adjust the types of insurance required under this Agreement and the monetary limits  
19 of liability for the insurance coverages required herein, if, in the County Risk Manager's reasonable  
20 judgment, the amount or type of insurance carried by the ATTORNEY has become inadequate.

21 14. MATERIAL BREACH. Notwithstanding the provisions of Section 2., the failure  
22 of ATTORNEY or his agents or employees to comply with the terms of this Contract and any  
23 reasonable directions, by or on behalf of the COUNTY, issued pursuant thereto, shall constitute a  
24 material breach of Contract by ATTORNEY, and, in addition to any other remedy authorized by law,  
25 COUNTY shall have the right to terminate said Contract immediately. Failure to exercise this right of  
26 termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.  
27 At the option of COUNTY, this Contract may be terminated upon the happening of any of the following:

28 (a) Violation of any material provision of this Contract;

- (b) Institution of proceedings by, or against, any ATTORNEY under the bankruptcy laws of the United States;
- (c) Discovery that this Contract was obtained through fraud by commission or omission;
- (d) Suspension of business operation, or receivership, of ATTORNEY;
- (e) Any assignment of this Contract without prior COUNTY approval;
- (f) The institution of disciplinary proceedings against any ATTORNEY by the California State Bar; or
- (g) The commencement of criminal prosecution of any ATTORNEY in any Court anywhere.
- (h) Failure to observe the Rules of Professional Conduct, including Rule 3-310.

14.1 It is understood that the above-noted items are not exclusive of any other causes for termination, and failure of COUNTY to exercise its rights to terminate shall not constitute waiver of such right, which may be exercised at any subsequent time.

15. CONFLICT OF INTEREST. ATTORNEY shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict of interest. This obligation applies to ATTORNEY, ATTORNEY's employees, agents, relative sub-tier contractors, and third parties associated with or accomplishing work for ATTORNEY under this contract.

15.1 ATTORNEY will establish measures to prevent employees or agents from making, receiving, providing, or offering gifts, entertainment, payment, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the COUNTY.

15.2 ATTORNEY shall not sit as Judge Pro Tem in any of the Courts that ATTORNEY provides representation for indigent services under this contract.

15.3 ATTORNEY shall provide conflict free representation. ATTORNEY is aware of *Christian v. Jackson* (1996) 41 C.A. 4<sup>th</sup> 986, and *Castro v. Los Angeles Board of Supervisors* (1991) 232 C.A. 3d 1432, and the guidelines expressed therein.

1           16     PRIVATE PRACTICE. ATTORNEY shall not be prohibited from engaging in  
2 the private practice of law, including the defense of those charged with crimes, or any and all  
3 proceedings in the Courts of the County of Riverside. ATTORNEY shall not accept in his private  
4 practice any case which may cause a conflict of interest which would preclude ATTORNEY from  
5 providing representation to indigents pursuant to this Contract.

6           17     WAIVER. No waiver by any party of any existing default by any other party  
7 shall be deemed to waive any subsequent default by such party.

8           18     ASSIGNMENT: This Agreement shall not be assigned by ATTORNEY, either in  
9 whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment  
10 of this Agreement by ATTORNEY without the prior written consent of COUNTY will be deemed void  
11 and of no force or effect.

12           19     CUMULATIVE RIGHTS. All rights hereunder are cumulative, not alternative,  
13 and are in addition to any other rights given by law.

14           20.    ENTIRE AGREEMENT. This Contract supersedes any prior agreements  
15 between the Parties and is the sole basis for Contract between the Parties. This Contract, together with  
16 any exhibits that may be attached hereto, expresses the understandings of the Parties concerning all  
17 matters covered.

18           21.    ALTERATION. No addition to, or alteration of, the terms of this Contract,  
19 whether by written or oral understanding of the Parties, their officers, agents or employees, shall be  
20 valid unless made in the form of written amendment to this Contract and formally approved by the  
21 Parties.

22           22.    SUBCONTRACTS. The Parties agree that ATTORNEY shall not sign contracts  
23 with subcontractors wherein there is a clause in said contracts prohibiting subcontractors from  
24 submitting proposals when COUNTY solicits proposals for Indigent Defense Services.

25           23.    PERIODIC REVIEW. ATTORNEY and COUNTY agree that there exists some  
26 uncertainty as to the number of cases and extent of the work to be performed hereunder, and that the  
27 amount could be greater or less than in the past. Consequently, the Parties agree to a mandatory meeting  
28 prior to April 1, 2010, to evaluate the case filings and any other matter affecting this Contract. It is

1 expected that if the caseload has not met the benchmark figure set in the Contract, ATTORNEY and  
2 COUNTY shall make adjustments to the existing Contract as necessary to 1) determine payback by the  
3 ATTORNEY to COUNTY for falling below the agreed case range and 2) reduction in the future  
4 caseload benchmark and associated compensation. If the caseload as set in this Contract is exceeded,  
5 ATTORNEY and COUNTY shall make adjustments to the existing Contract as necessary to 1)  
6 determine additional compensation due ATTORNEY at the contract rate for the additional caseload, and  
7 2) adjustment in the future caseload benchmark and associated compensation. [Example: Monthly  
8 payment of \$ 43,470, divided by average of 110 cases per month equals \$395.00 per case to be used for  
9 adjustments.] ATTORNEY, however, may request a meeting at any other time during the Contract  
10 period to discuss any matters related to this Contract.

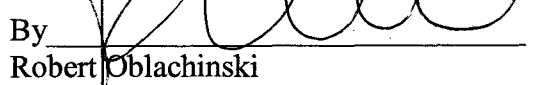
11 24. NOTICES. All correspondence and notices required or contemplated by this Agreement  
12 shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one  
13 (1) day after their deposit in the United States Mail, postage prepaid:

14 County of Riverside,  
15 County Executive Office  
16 4080 Lemon St. 4<sup>th</sup> Floor  
Riverside, CA 92501  
Attn: County Executive Officer

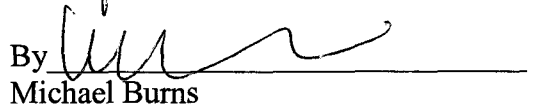
ATTORNEY  
Robert Oblachinski  
30111 Technology Dr. Suite 160  
Murrieta, CA 92563

ATTORNEY  
Juvenile Defense Panel

19 DATED: 11/16/09

By   
Robert Oblachinski

21 DATED: 11/16/09

By   
Michael Burns

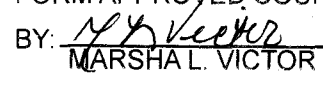
23 DATED: \_\_\_\_\_

County of Riverside

24 ATTEST:  
25 Kecia Harper-Ihem, Clerk

By \_\_\_\_\_  
Chairperson, Board of Supervisors

27 By \_\_\_\_\_  
Deputy

FORM APPROVED COUNTY COUNSEL  
BY:  11/17/09  
MARSHA L. VICTOR DATE