

FORM APPROVED COUNTY COUNSEL
 BY: 7/18/12
 DATE: 7/18/12
 MARSHAL VICTOR

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

670



SUBMITTAL DATE:
 July 18, 2012

FROM: Law Offices of the Public Defender

SUBJECT: RATIFY AND AMEND THE AGREEMENT WITH THE JUVENILE DEFENSE PANEL TO PROVIDE LEGAL INDIGENT CONSERVATEE AND GUARDIANSHIP SERVICES FOR RIVERSIDE CO.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the attached fourth amendment to the agreement with Juvenile Defense Panel for a one time pay-out for the 509 outstanding, unpaid cases in the amount of \$427,560, and;
2. Ratify and approve the attached three month contract effective July 1, 2012 with Juvenile Defense Panel for an amount of \$186,000 to September 30, 2012, and;
3. Approve an additional \$90.00 per outstanding case (estimated 150 cases) effective October 1, 2012 for Juvenile Defense Panel's ongoing expenses of their remaining or existing cases, and;
4. Authorize the issuance of the attached new Request for Proposal, and;
5. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4, to exercise a month-to-month renewal not to exceed \$62,000 per month until an award is established, including amendments to the compensation provisions, based on the availability of fiscal year funding, and to sign amendments that do not change the substantive terms of the agreement, and;
6. Direct the Clerk of the Board to return three (3) original signed amendments and agreement to Law Offices of the Public Defender.

(Continued on Page 2)

Gary Windom

 Gary Windom, Public Defender

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 627,060	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 627,060	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 12/13

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

C.E.O. RECOMMENDATION:

APPROVE

BY: *Christopher M. Hans*

 Christopher M. Hans

County Executive Office Signature

- Policy
- Consent
- Policy
- Consent

Dept's Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 3.38 2/23/10	District: ALL	Agenda Number:
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3.36

BOARD OF SUPERVISORS

FORM 11: RATIFY AND AMEND THE AGREEMENT WITH THE JUVENILE DEFENSE PANEL TO PROVIDE LEGAL INDIGENT CONSERVATEE AND GUARDIANSHIP SERVICES FOR RIVERSIDE CO.

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BACKGROUND

The Court is obligated, though counties must cover the cost of counsel, to provide legal representation of indigents in the matters of indigent conservatees, or proposed conservatees for probate matters, and for the legal representation of minors in probate proceedings. Pursuant to Probate Code Section 1470, guardianship counsel is appointed to represent a minor in a legal proceeding to establish the guardianship of the person of the minor upon the Court's determination. In addition, legal representation is required for legal proceedings pursuant to the Welfare and Institutions Code Section 5000 et seq. commonly known as LPS Conservatorships (Lanterman-Petris-Short Act), wherein the Public Defender has declared a conflict. Payment for counsel in all these proceedings is a charge against the County upon a determination of the parties' inability to pay.

In order to fulfill this legal obligation, the County initiated an RFP and then entered into an agreement on February 23, 2010 (see item 3.38) for conservatorship and guardianship services with the Juvenile Defense Panel (JDP). The County agreed to pay JDP, a flat fee of \$1,100 for each guardianship case and a flat fee of \$1,500 for each conservatorship case. The agreement did not provide an annual contract maximum amount. However, based on an estimate of caseload included in the RFP, the Form 11 that went to the Board showed an annual contract amount of \$310,000.

Neither the County nor JDP has any control over the number of cases assigned by the Court. In the last year, Court probate appointments to JDP have more than doubled and have exceeded the annual contract amount of \$310,000 plus expenses identified in Agenda item 3.38, Form 11, to an amount of \$839,300 for fiscal year 2011/2012. In addition, the cost of over 500 outstanding unpaid cases were estimated at over \$800,000, and due to the rise in Court appointments, which is unavoidable, the monthly expense amount of \$7,000 had increased to \$12,000 per month to allow the appointed attorneys to manage their case appointments.

In an effort to control these costs, LOPD decided to cancel the JDP contract. LOPD and CEO negotiated a settlement regarding all outstanding cases with JDP for a total of \$427,560, saving the County \$281,650. Further, LOPD and CEO elected to release a RFP. In order to accommodate the RFP bidding process for a new contract, LOPD and CEO negotiated with JDP a new three month contract for \$50,000 plus \$12,000 expenses per month with an option to renew on a month-to-month basis if a new agreement is not in place by October 1, 2012.

PRICE REASONABLENESS

A fourth amendment is required in order to take advantage of the negotiated savings. The 2009 contract dictated a flat fee of \$1,100 for each court appointed guardianship case and a flat fee of \$1,500 for each Court appointed conservatorship case with an estimated annual aggregate fee of \$310,000. Currently, the actual cost has increased by 170% to \$ 839,300. Therefore, LOPD, in collaboration with CEO, entered into contract negotiations with JDP to reduce the current contract costs for the 509 outstanding cases. As a result, LOPD and CEO, negotiated a reduced

BOARD OF SUPERVISORS

FORM 11: RATIFY AND AMEND THE AGREEMENT WITH THE JUVENILE DEFENSE PANEL TO PROVIDE LEGAL INDIGENT CONSERVATEE AND GUARDIANSHIP SERVICES FOR RIVERSIDE CO.

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fee of \$840 for each outstanding case appointment for an amount of \$427,560 from the estimated \$709,210 amount owed, saving the County \$281,650.

In addition, LOPD and CEO negotiated a new three month contract with JDP for a fixed amount of \$50,000 per month plus \$12,000 per month for expenses with a "no cap" on new case appointments. Further, the negotiated three month contract includes an additional \$90.00 per outstanding case (estimated at 150 cases) as of October 1, 2012, for ongoing expenses to be held in trust for the County. These funds remain the property of the County.

For the FY11/12 settlement of 509 outstanding cases, JDP is owed \$427,560. For the new year, JDP will be paid a flat \$50,000 fee per month plus \$12,000 expenses per month during the RFP process.

**FOURTH AMENDMENT TO AGREEMENT FOR
LEGAL SERVICES FOR INDIGENT CONSERVATEES AND MINORS
IN GUARDIANSHIP MATTERS
(COUNTY and Juvenile Defense Panel.)**

That certain Agreement between the County of Riverside (“COUNTY”) and Juvenile Defense Panel (“ATTORNEY”) entered into on February 23, 2010 Agenda Item No. 3.38, for Indigent Conservatees and Minors in Guardianship matters legal services to minors in the Superior Court of the County of Riverside region, is hereby amended as follows, such changes to be effective on the dates as noted below:

1. To ratify and amend Section 2. TERM OF PERFORMANCE, effective February 22, 2012, to change all references to the Period of Performance from an expiration of February 22, 2012 to an expiration of July 2, 2012.

2. To amend the last sentence of Section 3.1 h. as of July 2, 2012, to read as follows:

“If the Court determines that the conservatee or the conservatorship estate has adequate funds to pay all attorneys’ fees ordered by the Court, the fees of Eight Hundred Forty Dollars (\$840) shall be made payable to the County of Riverside to the attention of the Law Offices of the Public Defender *Indigent Defense by ATTORNEY.*”

3. To ratify and amend Section 6. COMPENSATION effective July 2, 2012, to add Section 6.3 as follows:

“6.3 The Parties further agree that with regard to all 509 outstanding cases as of July 1, 2012 for which ATTORNEY might otherwise be able to invoice COUNTY under Section 3.1 for conservatorships (upon determination of indigency) and under Section 3.2 for guardianships (no other viable source of payment) the number of cases is 509, and that ATTORNEY shall be compensated in the amount of Eight Hundred Forty Dollars (\$840) per case. “

4. To ratify and amend the following provisions in their entirety in Section 7. EXPENSES effective November 1, 2011 as follows:

“7. EXPENSES. Pursuant to Probate Code § 1471(a), (b) & (c), §1471(a) (1) including a request for Dementia Powers pursuant to Probate Code §2356.5. §§ 1852, 2357, 3140, 3201 and 3205 and guardianship proceeding as set out in Probate Code Section 1470;

1 ATTORNEY shall pay all costs of specialized and professional services reasonably
2 necessary to assist in the preparation and presentation of his/her case, including medical
3 and psychiatric examination, investigative services, expert testimony, forensic services,
4 language interpretation, discovery costs, travel expenses, reporter's transcripts, and fees for
5 experts appointed pursuant to statute from a trust account they hold for the County of
6 Riverside. For these services during the contract term, the additional sum of \$12,000.00
7 per month, in arrears, shall be paid to ATTORNEY and set aside monthly and maintained
8 in a separate interest bearing trust account for the purpose of providing specialized and
9 professional services, EXCEPT that payments shall be suspended when the balance in
10 ATTORNEY'S trust account exceeds \$20,000.

11 7.1 Additionally, upon written agreement of ATTORNEY and the Law Offices of the
12 Public Defender, or designee, the monthly expenses may be modified in amount or timing
13 but in no event shall exceed the maximum \$12,000 per month as set forth in Paragraph 7.
14 Any interest accrued from these funds will be redeposited into the respective trust account
15 and used by the ATTORNEY to pay the costs incurred herein (Business & Professions
16 Code §6211(b)). These funds remain the property of the County of Riverside and at the
17 end of the contract, or upon request of COUNTY, all or a portion of the unexpended funds
18 shall be returned to COUNTY, and an accounting provided to the Law Offices of the
19 Public Defender within 30 days of termination, for all sums expended, including accrued
20 interest.”

- 21 5. To amend Section 23. CONTINUITY OF REPRESENTATION to read as follows:
22 “The Parties agree that at the conclusion of this Contract term, or earlier if the Contract is
23 canceled by either Party, that there will be a need to provide for the existing caseload
24 through its completion. Continuity of counsel is desired where there is an established
25 attorney-client relationship. The Parties agree that Counsel has been paid for cost of
26 handling the cases assigned hereunder and shall handle all cases assigned through
27 completion of the case despite the termination or conclusion of this Contract.”
28

1 Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and
2 effect.


3 IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute
4 this Amendment.

5 COUNTY OF RIVERSIDE


ATTORNEY

Juvenile Defense Panel

6
7 By _____
John F. Tavaglione
8 Chairman of the Board of Supervisors

By  _____
Robert Oblachinski, Esq.
Date 7-17-12

9 Date _____

By  _____
Michael Burns, Esq.
Date 7-17-12

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27 FORM APPROVED COUNTY COUNSEL

28 BY:  _____ DATE 7/18/12
MARSHAL VICTOR

PROFESSIONAL SERVICE AGREEMENT

for

**LEGAL SERVICES FOR INDIGENT CONSERVATEES AND MINORS
IN GUARDIANSHIP MATTERS**

between

COUNTY OF RIVERSIDE

and

JUVENILE DEFENSE PANEL



THIS CONTRACT is made this 1st day of July, 2012, between the County of Riverside (hereinafter "COUNTY") and Burns and Oblachinski, a professional corporation, doing business as the Juvenile Defense Panel, (hereinafter "ATTORNEY"), for Conservatorship and Guardianship services to be provided in the Superior Court of the County of Riverside, all Regions, as set forth herein.

RECITALS

WHEREAS, the California Probate Code and Welfare and Institutions Code provide for the protection of the rights of conservatees or proposed conservatees in specified proceedings as set out in Probate Code Sections 1471, 1852, 2356.5, 2357, 3140, and 3205; and Conservatorship proceedings instituted pursuant to Welfare and Institutions Code Section 5000 et. seq commonly referred to as LPS (Lanterman-Petris-Short Act.) Conservatorships: and,

WHEREAS, the cost and expense of each counsel in the representation of indigent conservatees or proposed conservatees in the specified proceedings are a proper and lawful charge upon the COUNTY; and

WHEREAS, it is in the public interest in circumstances wherein the Riverside County Public Defender declares a conflict of interest under Welfare & Institutions Code Section 5000 et seq. or is otherwise unavailable, that the COUNTY contract with private counsel to render the usual and customary legal services required by law to be provided to those individuals; and

WHEREAS, a ward or proposed ward may be furnished with legal counsel in a guardianship proceeding and the cost of counsel is a proper charge upon the County as set out in Probate Code Section 1470;

NOW, THEREFORE, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES. COUNTY contracts with ATTORNEY to provide legal representation for indigent conservatees and in guardianship proceedings in the Superior Court of the County of Riverside, all Regions, when appointed by the Court as required by law, or upon a declaration that a conflict of interest exists which causes the Public Defender to be unable to represent the conservatee, or the Public Defender is relieved by the Court for extraordinary reasons, for specified probate proceedings as set forth in Section 3.1 and in Section 3.2.

2. TERM OF PERFORMANCE. This Contract shall take effect July 1, 2012, and continue in effect to and including September 30, 2012, unless terminated sooner as provided herein, or amended in writing by the parties. County reserves the option to renew this Contract in increments of 30 days through October 1, 2012. The Board of Supervisors and the County Purchasing Agent and/or his designee are the authorized County representatives who may at any time by written order make alterations to this Contract.

3. SCOPE OF SERVICES. ATTORNEY shall assume full responsibility for furnishing counsel necessary to provide daily representation in the Superior Courts within the entire Region, within the funding provisions of this Contract. For the purpose of providing such professional legal services, ATTORNEY, at his/her own discretion, may perform the services, or cause them to be performed by other attorneys, who shall not be parties to this Contract, but are independent contractors and not agents or employees of ATTORNEY or COUNTY.

3.1 ATTORNEY shall be required to provide counsel in the following cases in conservatorship matters where the conservatee or proposed conservatee has been determined to be indigent utilizing the standard for indigency in 45 Code of Federal Regulations §1611 as adopted by the Office of the Riverside County Public Defender, and which are mandatory appointments:

- a. When appointed by the Court pursuant to Probate Code § 1471(a), (b) & (c).
- b. When appointed by the Court pursuant to Probate Code §1471(a) (1) including a request for Dementia Powers pursuant to Probate Code §2356.5.
- c. When appointed by the Court pursuant to Probate Code §1471(a) (1) which includes a Petition for appointment of a Temporary Conservator.
- d. When appointed by the Court in a proceeding under Probate Code §§ 1852, 2357, 3140, 3201 and 3205.
- e. When appointed by the Court in a proceeding pursuant to Welfare and Institutions Code Sections 5000 et. seq. wherein the Office of the Riverside County Public Defender has declared a conflict or has been relieved due to extraordinary circumstances.

f. ATTORNEY shall represent the conservatee in Court Trials or Jury Trials in the foregoing proceedings.

g. ATTORNEY shall not represent conservatee in any proceeding that is not a mandatory appointment including accountings unless ATTORNEY is representing the conservatee outside of this Contract.

h. At the end of each proceeding, pursuant to Probate Code Section 1472, there shall be a determination of compensation and expenses by the Court. If the Court determines that, the conservatee or the conservatorship estate has adequate funds to pay attorneys' fees ordered by the Court, any award of such fees shall be made payable to County of Riverside, to the attention of the Law Offices of the Public Defender referencing *Indigent Defense*.

i. Expenses such as mileage outside out of California region to visit a conservatee or extraordinary postage may be reimbursed from the trust account.

3.2 Pursuant to California Probate Code Section 1470(c) (3) effective January 2008, the County of Riverside is obligated to compensate counsel appointed to represent a minor in a legal proceeding to establish the Guardianship of the Person of the minor upon the Court's determination that there is no other viable source of payment.

a. COUNTY has determined that it would be in the best interest of the minor and would benefit the Superior Court to have well qualified, experienced counsel represent the minor when appointed by the Court in Guardianship matters filed in the Superior Court.

b. ATTORNEY shall assume full responsibility for representing minors in Guardianship Proceedings in the Departments of the Riverside Superior Court as designated by the Court. ATTORNEY shall perform or cause to have performed all professional legal services for the minor(s) in Guardianship Proceedings from the time of appointment, at every stage of the proceeding including trial until relieved by the Court or upon substitution of counsel.

c. Each case where counsel is appointed for the minor is a separate case except that all minors named in one Guardianship Petition (Proceeding) may be joined as one

appointment if only one attorney is necessary to provide conflict free representation for the minors. A “case” is defined as a Court Proceeding to establish the Guardianship of the Person of the minor or minors including all acts necessary to the conclusion of the matter, including but not limited to the following: 1) Communication with the minor, parents, relatives, non-custodial parents, and others as necessary; 2) Investigation of the circumstances; 3) Representation of the minor in Court; 4) Preparation of documents or pleadings as necessary.

d. ATTORNEY shall assume full responsibility for assigning only sub-contracting attorneys who have the necessary experience, qualifications, and capabilities to handle Guardianship cases in the Superior Court. The assigned attorneys shall meet the requirements established by the Judicial Council and set out in the Rules of Court pursuant to Probate Code Section 1456, including CRC 7.1101.

e. ATTORNEY is an independent contractor and may represent minors in Guardianship Proceedings when retained, or appointed by the Court and when there is a source of payment other than the COUNTY.

f. ATTORNEY shall request that the Court make a determination of the financial ability of the parent or parents of the minor or from the minor’s estate to compensate counsel in total or in part at the conclusion of each Guardianship Proceeding. Any award of attorneys fees shall be made payable to the County of Riverside, to the attention of the Law Offices of the Public Defender referencing *Indigent Defense*.

g. ATTORNEY understands that it is important to the Court and to the COUNTY to have counsel available to represent the minor in Guardianship Proceedings upon appointment of counsel and at the time designated for hearing.

h. ATTORNEY shall not accept a “Discretionary Appointment” under Probate Code Section 1470 under the Contract. If ATTORNEY accepts appointment under Section 1470, such representation shall not be part of, counted, or paid under this Contract.

3.3 In subcontracting with other attorneys, ATTORNEY shall consider the factors enumerated in the Rules of Professional Conduct governing lawyers in Business & Professions Code § 6000 et. seq., State Bar of California Guidelines on Indigent Defense Services Delivery Systems, Probate Code Section 1456, and Rules of Court promulgated pursuant thereto, including CRC 7.1101, and the State Bar Rules of California, as appropriate, including Rule 3-310. ATTORNEY shall assure that all subcontractors are competent and provide constitutionally effective assistance.

3.4 ATTORNEY shall perform or cause to be performed all professional legal services reasonably and legally required herein from the time of appointment, to and including, a final adjudication or disposition of such case.

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

4.1 ATTORNEY shall require each subcontracting attorney participate in Mandatory Continuing Legal Education programs focusing on applicable law including but not limited to trial advocacy, juvenile law, probate, guardianships and conservatorships. ATTORNEYS shall review on a yearly basis the performance of each subcontracting attorney. This review shall include inquiry and/or observation by ATTORNEY of the performance of the independent subcontractor in a trial or other relevant courtroom setting. ATTORNEY will require the subcontracting attorney to provide proof of attendance at MCLE programs and to report participation in educational programs or other informal training. ATTORNEY will do his/her best to assure that only attorneys with the requisite skill and experience handle particular category of cases and are assigned to such cases.

4.2 ATTORNEY shall meet at least semi-annually with the COUNTY representative to discuss caseloads, MCLE programs, and certify that ATTORNEY has reviewed the performance of each independent subcontractor as described above. In addition to any oral report, ATTORNEY shall submit written reports quarterly including a summary of subcontractor-attorney evaluations and observations,

and average number of MCLE approved training hours, and report participation in other educational programs related to the practice of probate law. The written reports should also contain any information that may be indicative of the quality of representation provided by ATTORNEY.

5. EXCLUSIONS. ATTORNEY shall not be obligated under this Contract to provide legal representation in the following cases:

(a) Any case in which the Court either removes or refuses to appoint the Public Defender on other than conflict grounds.

(b) Probate proceedings other than mandatory Probate Appointments.

6. COMPENSATION. COUNTY and ATTORNEYS have agreed that the total number of cases is uncertain and therefore have agreed that ATTORNEYS will be compensated Fifty Thousand Dollars (\$50,000) per month for all cases wherein ATTORNEYS are appointed, plus expenses during the term of this Agreement as set out in Section 7.

a. A "case" for purposes of Guardianship matters is defined as a Court Proceeding to establish the Guardianship of the Person of the minor or minors including all acts necessary to the conclusion of the matter, including but not limited to the following: 1) Communication with the minor, parents, relatives, non-custodial parents, and others as necessary; 2) Investigation of the circumstances; 3) Representation of the minor in Court; 4) Preparation of documents or pleadings as necessary.

b. A "case" for purposes of Conservatorship matters is set forth in Section 3.

c. COUNTY shall pay ATTORNEYS this sum per month in arrears. Said compensation shall be paid in accordance with an invoice submitted to COUNTY by ATTORNEYS within ten (10) days from the last day of each calendar month, and COUNTY shall process the invoice within twenty (20) working days from the date of receipt of the invoice. The invoice shall contain the case name and number, date of appointment, all §1470(c)(3) orders, and the total compensation requested.

6.1 It is understood that, to the extent, ATTORNEY'S constitutional and necessary level of legal representation under the Contract may tend to justify additional payment, such necessary services

in all but the most extreme circumstances, will all be considered by the ATTORNEY to be their pro bono publico contribution to the administration of justice.

7. EXPENSES. Pursuant to Probate Code § 1471(a), (b) & (c), §1471(a) (1) including a request for Dementia Powers pursuant to Probate Code §2356.5. §§ 1852, 2357, 3140, 3201 and 3205 and guardianship proceeding as set out in Probate Code Section 1470; ATTORNEY shall pay all costs of specialized and professional services reasonably necessary to assist in the preparation and presentation of his/her case, including medical and psychiatric examination, investigative services, expert testimony, forensic services, language interpretation, discovery costs, travel expenses, reporter's transcripts, and fees for experts appointed pursuant to statute from a trust account they hold for the County of Riverside. For these services during the contract term, the additional sum of \$12,000.00 per month, in arrears, shall be paid to ATTORNEY and set aside monthly and maintained in a separate interest bearing trust account for the purpose of providing specialized and professional services, EXCEPT that payments shall be suspended when the balance in ATTORNEY'S trust account exceeds \$20,000.

7.1 Additionally, upon written agreement of ATTORNEY and the Law Offices of the Public Defender, or designee, the monthly expenses may be modified in amount or timing but in no event shall exceed the maximum amount of \$12,000 per month as set forth in Paragraph 7. Any interest accrued from these funds will be redeposited into the respective trust account and used by the ATTORNEY to pay the costs incurred herein (Business & Professions Code §6211(b)). These funds remain the property of the County of Riverside and at the end of the contract, or upon request of COUNTY, all or a portion of the unexpended funds shall be returned to the COUNTY, and an accounting provided to the Law Offices of the Public Defender within 30 days of termination, for all sums expended, including accrued interest.

7.2 In the event, ATTORNEY is not awarded the Indigent Conservatees and Minors in Guardianship Matters contract, ATTORNEY will calculate the number of open cases accrued from July 1, 2012 to September 30, 2012, and the additional sum of \$90.00 per case shall be paid to ATTORNEY and maintained in a separate interest bearing trust account for the purpose of providing specialized and

professional services. These funds remain the property of the County of Riverside and upon request of COUNTY, all or a portion of the unexpended funds shall be returned to the COUNTY, and an accounting provided to the Law Offices of the Public Defender within 30 days of termination, for all sums expended, including accrued interest.

8. TERMINATION. Either Party may cancel this Contract, in whole or in part, on thirty (30) day's written notice to the other party. In the event this Contract is canceled, ATTORNEY shall be responsible for the matters currently assigned to ATTORNEY.

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

10. RECORDS. ATTORNEY shall keep sufficient records to enable COUNTY to establish the cost of representing each individual in Court proceedings and allow County of Riverside to attempt to recover such costs from whoever may be obligated to reimburse the COUNTY. COUNTY may, at its discretion, audit or inspect ATTORNEY's book and/or financial records relating to the Contract, at any reasonable time. ATTORNEY agrees to make available for inspections, without restrictions, all books, statements, ledgers and other financial records for a period of five (5) years from the termination of this Contract. All financial records shall be kept, or made available to County of Riverside, at ATTORNEY's principal place of business at Burns and Oblachinski, APC, (Juvenile Defense Panel), 30111 Technology Dr., Ste 160, Murrieta, California 92563.

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

10.2 ATTORNEY shall maintain statistics showing the following data and information on each Guardianship Case to which counsel is appointed and submit a monthly report to the Law Offices

of the Public Defender, within ten (10) days of the end of each month:

1. Name of minor(s) represented;
2. Case Number;
3. Disposition, date of disposition, was there a contested hearing;
4. Number of hours expended on case;
5. Number of cases opened and closed on a monthly basis;
6. A copy of the Court's Order or Minute Order pursuant to Section 1470(c)(3) as to the Court's finding of ability to pay ATTORNEY's fees.

10.3 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.

10.4 ATTORNEY shall maintain statistics showing the following data and information on each Probate case assigned under this Contract, which shall be submitted with the monthly invoice:

- a. Name of party represented;
- b. Case Number;
- c. Code Section of each proceeding for which appointed,
- d. Disposition;
- e. A copy of the Court's Order on a Probate Code Section 1472 hearing with the finding of the Court as to whether the estate has sufficient funds to pay all or a portion of the attorney's fees; or a copy of the Minute Order on a Probate Code Section 1472 hearing with a finding of indigency.
- f. Number of cases opened during month separated into the following categories:

10.5 ATTORNEY shall file monthly reports with the Law Offices of the Public Defender 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 Law Offices of the Public Defender. 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.

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

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

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

12.2 Commercial General Liability: ATTORNEY shall maintain Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of ATTORNEY'S performance of its obligations hereunder. Policy shall name the County of Riverside,

special districts, their respective directors, officers, Board of Supervisors, elected officials, employees, agents, or representatives as an Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

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

12.4 Professional Liability: ATTORNEY shall maintain Professional Liability Insurance providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$250,000 per occurrence and \$500,000 annual aggregate. If ATTORNEY'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy ATTORNEY shall purchase either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement. The ATTORNEY shall provide proof of coverage to COUNTY within 30 days of execution of the Contract.

12.5 Blanket Commercial Crime Policy: ATTORNEY shall maintain a Blanket Commercial Crime Policy including, but not limited to, coverage provided under Forms 'A', 'B' and 'F' for all Directors, Officers, employees, agents and representatives who may be involved in any way with the direction, handling, depositing, payment or other function that involves COUNTY funds associated with

the performance of this Contract with a limit of liability of not less than an amount per loss equal to, or greater than, the maximum amount of COUNTY money that may be in trust with the ATTORNEY at any one time. The coverage will remain in force for at least three (3) years subsequent to the termination of this Agreement or until that time when all moneys have been reconciled and the COUNTY has agreed in writing that all financial issues have been completed and the ATTORNEY no longer has any COUNTY assets held in the Trust as defined herein. If this coverage is written on a Claims-Made basis, the ATTORNEY will provide either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or, 3) demonstrate through Certificates of Insurance that ATTORNEY has maintained continuous coverage with the same or original insurer. Such extended claims made coverage shall be maintained for a period of three years or until that time when all moneys have been reconciled and the COUNTY has agreed in writing that all financial issues have been completed and the ATTORNEY no longer has any COUNTY assets held in the Trust as defined herein.

12.6 General Insurance Provisions - All lines:

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

b. The ATTORNEY'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions which are deemed unacceptable to the COUNTY, at the election of the County's Risk Manager, ATTORNEY'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured

retentions as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

c. The ATTORNEY shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. ATTORNEY shall furnish COUNTY with original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this. The ATTORNEY shall provide proof of coverage to COUNTY within 7 days of execution of the Contract.

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

e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work the Risk Manager of the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits

of liability for the insurance coverage's required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the ATTORNEY has become inadequate.

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

- (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.

13.1 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.

14. 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.

14.1 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.

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

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

15. PRIVATE PRACTICE. ATTORNEY shall not be prohibited from engaging in the private practice of law, including any and all proceedings in the Courts of the County of Riverside. ATTORNEY shall not accept in her private practice any case which may cause a conflict of interest which would preclude ATTORNEY from providing representation to conservatees or minors pursuant to this Contract.

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

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

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

19. ENTIRE AGREEMENT. This Contract supersedes any prior agreements between the Parties and is the sole basis for Contract between the Parties. This Contract expresses the understandings of the Parties concerning all matters covered.

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

21. SUBCONTRACTS. The Parties agree that ATTORNEY shall not sign contracts with subcontractors wherein there is a clause in said contracts prohibiting subcontractors from submitting proposals when COUNTY solicits proposals for Indigent Defense, Conservatorship, or Guardianship legal services.

22. CONTINUITY OF REPRESENTATION. The Parties agree that at the conclusion of this Contract term, or earlier if the Contract is canceled by either Party, that there will be a need to provide for the existing caseload through its completion. Continuity of counsel is desired where there is an established attorney-client relationship. The Parties agree that ATTORNEY shall provide a list of outstanding open cases on October 1, 2012 which have not been previously invoiced. Should COUNTY not continue to contract with ATTORNEY for indigent legal services for conservatorship/guardianship cases, such list of outstanding cases shall be submitted by invoice and compensated for by COUNTY at the agreed rate of Ninety Dollars (\$90) per case. The parties thus agree that ATTORNEY has been paid for cost of handling the cases assigned hereunder and shall handle all cases assigned through completion of the case despite the termination or conclusion of this Contract.

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

County of Riverside,
Law Offices of the Public Defender
4200 Orange St. Ste 120
Riverside, CA 92501
Attn: Indigent Defense

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

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement below.

ATTORNEY

DATED: 7/12/12

By 
Robert Oblachinski

DATED: 7-12-12

By 
Michael Burns

DATED: _____

County of Riverside

ATTEST:
Kecia Harper-Ihem, Clerk

By _____
Chairperson, Board of Supervisors

By _____
Deputy

FORM APPROVED COUNTY COUNSEL
BY:  7/18/12
MARSHAL VICTOR DATE

**REQUEST FOR PROPOSAL # PDARC-011
LEGAL SERVICES FOR INDIGENT CONSERVATEES AND MINORS IN
GUARDIANSHIP MATTERS**



By:
Walter Mack, Sr. Procurement Contract Specialist
Riverside County Purchasing & Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
(951) 955-4937 / (951) 955-3730 (fax)
Email: wmack@co.riverside.ca.us

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INSTRUCTIONS TO BIDDERS

Visit our Website: www.purchasing.co.riverside.ca.us

Telephone: (951) 955-4937

- I. Vendor Registration – Unless stated elsewhere in this document, vendor must register online at www.Purchasing.co.riverside.ca.us with all current Vendor information, to be registered on the County's database.
 - II. Prices/Notations All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
 - III. Pricing/Terms/Tax - All pricing shall be quoted both F.O.B. shipping destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
 - IV. Period of Firm Pricing - Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the RFP closing date. If the County elects to do negotiations that require additional time, the County may request bidder's prices be firm for an additional period of time to complete negotiations and award the contract.
 - V. Recycled Material - Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as nonresponsive.
 - VI. Method of Award - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
 - VII. Other Terms and Conditions – The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the County's website at www.purchasing.co.riverside.ca.us or contact Riverside County Purchasing at the number shown above and request a copy to be faxed or mailed to you.
 - VIII. Return of Bid/Closing Date/Return to - The bid response shall be delivered to **Clerk of Board of Supervisors, 4080 Lemon Street 1st Floor, Riverside, CA 92501 by 1:30 p.m.** on the closing date listed above. Bid responses not received by County by the closing date and time indicated above will not be accepted. The closing date and time and the R.F.Q./R.F.P. number referenced above shall appear on the outside of the sealed envelope. A duly executed copy of the signature page of this bid document must accompany your response. The County will not be responsible for and will not except late bids due to delayed mail delivery or courier services.
 - IX. Auditing – The Attorney agrees that Riverside, County the State of California, the Federal government, or designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this contract. Attorney agrees to maintain such records for possible audit for a minimum of (3) years after final payment, or until closure of pending matter unless a longer period of records retention is stipulated. Attorney agrees to allow auditor(s) access to such records during normal business hours and allow interviews of any employees or others who might reasonably have information related to such records. Further, the Attorney agrees to include a similar right of Riverside County, the State of California, or the Federal government to audit records and interview staff in any subcontract related to the performance of this contract.
 - X. Local Preference - The County of Riverside has adopted a local preference program for those bidders located within the County of Riverside. A five percent (5%) price preference may be applied to the total bid price during evaluation of the bid responses. To qualify as a local business, the business must have fixed offices within the geographical boundaries of Riverside County and must credit all sales taxes paid resulting from this RFQ/P to that Riverside County location. To qualify for local preference BIDDER must include a copy of a Riverside Business Tax Certificate that supports the local preference status and complete Form 116-260 Local Business Qualification Affidavit. Application of this local preference may be waived if funding sources disallow it.
- Or
- XI. Disabled Veteran Business Enterprise Preference - The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three (3) percent preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from certified disabled veterans owned businesses. Bidder must provide certification of Disabled Veteran Status. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor's portion of the bid.

IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ/P

Please go to www.purchasing.co.riverside.ca.us to access these terms and conditions

- | | | | |
|--|--|---|----------------------------------|
| <input checked="" type="checkbox"/> APPENDIX "A" | <input checked="" type="checkbox"/> EXHIBIT (A, B, C, D) | <input type="checkbox"/> PLANS/DRAWINGS | <input type="checkbox"/> SAMPLES |
| <input type="checkbox"/> #116-110 | Special Conditions/Response | <input type="checkbox"/> 116-130 | Equipment Information Sheet |
| <input checked="" type="checkbox"/> #116-260 | Local Business Qualification Affidavit | <input type="checkbox"/> 116-311 | Boilerplate Agreement |

IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN

- | | | | |
|-----------------------------------|--|-----------------------------------|--|
| <input type="checkbox"/> #116-200 | General Conditions | <input type="checkbox"/> #116-210 | General Conditions Materials and/or Services |
| <input type="checkbox"/> #116-230 | General Conditions - Equipment | <input type="checkbox"/> #116-220 | General Conditions - Public Works |
| <input type="checkbox"/> #116-240 | General Conditions - Personal/Professional Service | | |

**APPENDIX A
SCOPE OF SERVICE**

1.0 DEFINITIONS

Wherever these words occur in this RFP, they shall have the following meaning:

- A. "RFP" shall mean Request for Proposal.
- B. "Addendum" shall mean an amendment or modification to the RFP (Request for Proposals).
- C. "Bid" shall mean the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
- D. "Bidder" shall mean an individual, firm, partnership, or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- E. "Attorney" shall mean any employee, agent, or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Attorney and Bidder are used interchangeably.
- F. "MQs" shall mean minimum qualifications.
- G. "COUNTY" shall mean the County of Riverside and its Public Defender. For purposes of this RFP, Public Defender and County are used interchangeably.

2.0 PURPOSE/BACKGROUND

The County of Riverside Purchasing Department on behalf of the Public Defender is soliciting proposals from legal entities, including an individual, a contractual partnership, a limited partnership, or a corporation or other legally cognizable entity whose relationship is not solely defined by a contract with the County, such as a local Bar Association and public agency, for the representation of indigent conservatees or proposed conservatees in specified probate matters and in proceedings instituted pursuant to Welfare and Institutions Code Section 5000 et seq.—commonly known as LPS Conservatorships (Lanterman-Petris-Short Act)—wherein the Public Defender has declared a conflict. Representation is also sought for the legal representation of minors in probate proceedings. Pursuant to Probate Code Section 1470 (c) (3), counties are obligated to compensate counsel appointed to represent a minor in a legal proceeding to establish the guardianship of the person of the minor upon the Court's determination that there is no other viable source of payment.

The areas serviced under this solicitation will be all Branches of the Riverside Superior Court: the Western, Mid-County, and Desert Branches. Matters include those proceedings specified under Probate Code 1470, 1471, 1852, 2356.5, 3140, and 3205 wherein the conservatee or proposed conservatee is indigent, LPS cases wherein the Public Defender has declared a conflict, and guardianship cases wherein the court has determined that the parent(s)/guardian(s) do not have the means to secure counsel for the minor. The anticipated period of performance for any resulting contract will be a twelve (12) month period, renewable in one-year increments for up to four additional years.

In the previous fiscal year, beginning July 1, 2011 and ending June 30, 2012, the County of Riverside received and paid invoices totaling \$720,300 for cases assigned by the Riverside Superior Court as a result of a determination that the client was indigent. For the fiscal year 2011/2012, the County of Riverside received and paid invoices totaling \$531,300 for 483 guardianship cases and \$189,000 for 126 conservatorship cases.

3.0 SCOPE OF SERVICE

Attorney(s) shall undertake representation in the following cases:

- 3.1 Representation of the conservatee or proposed conservatee in all proceedings set out in California Probate Code Section 1471(a), 1471(b) and 1471(c) including a proceeding to establish a Limited Conservatorship.
- 3.2 Representation of the conservatee or proposed conservatee in the proceedings set out in California Probate Code Sections 1825, 2356.5, 3140(c) and (d) and 3205.
- 3.3 Attorney shall represent the conservatee or proposed conservatee in all proceedings as set out above including court appointed cases and cases wherein the Office of the Riverside County Public Defender has withdrawn or is unavailable to represent the proposed conservatee or the conservatee.
- 3.4 Attorney shall represent the conservatee or proposed conservatee in all LPS cases wherein the Office of the Riverside County Public Defender declares or has declared a conflict of interest.
- 3.5 Representation of the minor/s in all proceedings set out in California Probate Code Section 1470 (c) (3).

4.0 STATEMENT OF WORK REQUIREMENTS

- 4.1 If Attorney furnishes services as specified above, then pursuant to Probate Code Section 1472, "The Court shall, upon conclusion of the matter, fix a reasonable sum for compensation and expenses of counsel and shall make a determination of the person's ability to pay all or a portion of that sum." If the proposed conservatee or conservatee is indigent utilizing the standard for indigency adopted by the Riverside Office Of the Public Defender which is consistent with the standards in 45 Code of Federal Regulations 1611, the Attorney shall be paid for his/her services as specified under the contract. If the proposed conservatee or conservatee is not indigent and the Court determines the reasonable value of the attorneys services are to be paid by the proposed conservatee or the Conservatorship estate, the Court shall fix the fees to be paid to counsel and the case will not be counted or reimbursed under the contract with County. If the Court determines that a portion of the fee is to be paid by the County and a portion by the Conservatorship estate, the case will be counted as one case under the contract.
- 4.2 Attorney will receive exclusive appointment in indigent cases. While the County will notify the presiding judge of the Riverside Superior Court of the contract for conservatorships and guardianships, the County does not have final discretion regarding attorney appointment in non-indigent conservatorship and guardianship proceedings.
- 4.3 A "proceeding" is defined in Probate Code Section 1471 and includes Probate Code Section 2356.5(f)(1), 3140(c) and (d) and 3205. Attorney shall not withdraw or be relieved from the case at the conclusion of each proceeding but remains counsel of record for all mandatory appointment proceedings. When applicable, counsel shall comply with California Rule of Professional Conduct 3-700.
- 4.4 Attorney shall not represent conservatees in accountings or other matters set forth in the Probate Code which is not included under this Contract. However, Attorney may accept appointment in other proceedings under the Probate Code or Welfare and Institutions Code for conservatees or proposed conservatees wherein the Court determines the conservatee is not indigent or on a pro bono basis with

the understanding that such representation shall not fall under the Contract with County or be counted under the Contract.

- 4.5 Attorney shall not accept a "Discretionary Appointment" under Probate Code Section 1470 under the Contract. If Attorney accepts appointment under Section 1470, such representation shall not be part of, counted, or paid under this Contract. The County is responsible for payment of costs associated with mandatory proceedings only. Therefore, appointment and compensation in discretionary proceedings is a matter that should be handled between counsel and the Riverside Superior Court.
- 4.6 Attorney shall provide representation in each proceeding to which Attorney is appointed during the term of the Contract. Attorney will complete the representation of all clients and cases appointed under the contract (under contracted rates) even if the contract term expires and is not renewed.
- 4.7 Attorney shall provide competent representation in each case, meeting constitutional, statutory, and case law standards. Attorney may sub-contract cases when necessary to competent counsel. Attorney is solely responsible for the performance of the provisions of the contract, and, in his/her absence for any reason, shall provide legal services through a court-approved alternate or sub-contractor, who shall be identified by name. The alternate shall have the same qualifications to practice as the Attorney.
- 4.8 Attorney and/or subcontract attorneys shall be required to maintain active membership in the State Bar of California. They shall, during the term of this Contract report to the Law Offices of the Public Defender any pending disciplinary matter within 24 hours of becoming aware of it.
- 4.9 Attorneys must be available to the court and avoid delaying the court. The County will only consider responses from lawyers or firms or associations of lawyers that guarantee to maintain offices (physical locations) open sufficient hours to provide necessary service.
- 4.10 Selected Attorney shall be subject to and comply with Federal, State, and local laws and regulations applicable with respect to its performance under any resulting contract, including, but not limited to, licensing, employment, including nondiscrimination.
- 4.11 Unless otherwise agreed to, the Attorney will be compensated on a monthly basis pursuant to a monthly invoice submitted by Attorney.
- a. Specialized and professional expenses (e.g. medical and psychiatric examination, investigative services, expert testimony, forensic services, language interpretation, discovery costs, travel expense in accordance with County Policy D-1, and reporter's transcripts) shall be listed separately on the monthly invoice.
 - b. Extraordinary costs of specialized and/or professional services may be obtained only upon written application to the Court and will be paid by separate order of the Court.
 - c. The Attorney's proposal(s) shall include an estimate of expenses (e.g. copying and filing fees) within the total bid, as such costs will be the responsibility of the service provider. However, in extraordinary circumstances, expenses such as mileage outside of Riverside to visit conservatee or minor in a guardianship matter or extraordinary postage may be reimbursed from the trust account.

- 4.12 Attorney shall be required to maintain statistics and submit a written monthly report to the Law Offices of the Public Defender showing the following data and information on each case opened and each case closed during the month:
- a. Date of appointment.
 - b. Name of party represented.
 - c. Case Number.
 - d. Code Section pertaining to the proceeding for which counsel was appointed.
 - e. Disposition.
 - f. PC1472 Order for compensation.
 - g. Number of cases opened during month, separated into the following categories:
 - i. Probate Code Section 1470 (c) (3) proceedings
 - ii. Probate Code Section 1471 proceedings.
 - iii. Probate Code Section 1852, 2356.5, 3140 and 3205.
 - iv. Probate Code Section 1513(c)
 - v. LPS cases wherein the Public Defender has declared a conflict.
 - vi. Any other costs and/or information reasonably requested by the County.
 - vii. Attorney shall be required to use the format for presentation of statistics prepared by the Law Offices of the Public Defender prior to the first month's submittal.
 - viii. Monthly reports are due by the 10th of the following month; Attorney payments may be held pending submittal.
- 4.13 Attorney is expected to provide complete services for all the cases projected under the contract. However, Attorney may propose an escape clause for unforeseen increases in caseload or legal responsibilities.
- 4.14 Attorney shall provide a reasonable means of releasing client related materials, including, but not limited to, files, work notes, police reports, investigation reports, and expert reports to Attorney's successor in interest.
- 4.15 Attorney shall propose a method of avoiding the creation or the appearance of conflicts of interest.
- 4.16 Attorney will cooperate with the County of Riverside in proceedings or efforts to recover costs of representation from clients according to their ability to pay.
- 4.17 Attorney's books and records pertaining to the Contract shall be audited, at Attorney's expense, by an outside auditor at a minimum of once every twelve months and County may audit or inspect Attorney's books and/or financial records relating to the contract during working hours upon reasonable notice. The cost of this annual audit has ranged between \$5,000 and \$7,000 in previous years.
- 4.18 In fiscal year 2011/2012, the actual number of conservatorship cases was 126 and the actual number of guardianship cases was 483. County cannot specify the exact number of cases that will be assigned to Attorney for the contract term. County anticipates compensating counsel on a monthly basis for all cases within a range. [For example: a quote for compensation for a Probate Code 1471(a)(1) proceeding includes all actions necessary to establish a conservatorship or to appoint a proposed conservator.] Attorney may submit alternative proposals for structuring compensation.
- 4.19 Compensation: The County shall pay the Attorney for services performed in concurrence with the agreed upon rates as identified in the Agreement. Compensation shall be paid in accordance with an

invoice submitted to the County by Attorney within ten (10) days from the last day of each calendar month and the County shall pay the invoice within thirty (30) working days from the date of receipt of the invoice.

4.20 Conflict of Interest

- a. Attorney will exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the County.
- b. This obligation will apply to Attorney and Attorney’s employees, agents, relatives, sub-tier Attorneys as well as third parties associated with accomplishing the work herein.
- c. Attorney’s effort will include, but not be limited to, establishing precautions to prevent Attorney or Attorney’s employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the County of Riverside.
- d. Attorney shall not sit as Judge Pro Tem in any of the Courts that Attorney provides representation for indigent services regardless of any conflict of interest rules which would otherwise allow Attorney to sit as Judge Pro Tem. Through this requirement, the County of Riverside seeks to avoid any potential conflict or the appearance of any such conflict. Furthermore, Attorney should be ready and available to take a case in order to avoid delay to the court or the parties.

5.0	WORK PRODUCT
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5.1 Reports shall be submitted no later than 10th day of the following month.

5.2 All work papers prepared in connection with the contractual services will remain the property of the successful bidder, however, all reports rendered to the County are the exclusive property of the County and subject to its use and control.

6.0	TIMELINE	DATES:
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1. RELEASE OF REQUEST FOR PROPOSAL	July 31, 2012
2. NON-MANDATORY BIDDERS MEETING Location:	August 14, 2012 at 10:00 a.m.
3. DEADLINE FOR SUBMISSION OF QUESTIONS Email: wmack@co.riverside.ca.us	Must be in the form of an Email by the close of business 5:00 PM on: August 21, 2012
4. DEADLINE FOR PROPOSALS Submit to:	August 30, 2012
5. EVALUATION OF PROPOSALS	The week of September 10, 2012
6. BIDDER ORAL INTERVIEWS	The week of September 17, 2012
7. TENTATIVE DATE FOR AWARDED RFP Approximately October 1, 2012 after the RFP closes.	The Bidders are responsible for checking the Purchasing website for notice of intent to award at: www.Purchasing.ca.riverside.ca.us

7.0 PERIOD OF PERFORMANCE

The period of performance shall be for a maximum of five (5) years, renewable in one-year increments, with the completion date of September 30, 2017 with no obligation by the County of Riverside to purchase any specified amount of services.

8.0 PROPOSAL SUBMITTAL

All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked "Bidder Proposal." The submitted proposal shall be prepared in a bound notebook(s). **One (1) original and four (4) additional copies, each in a 3 ring binder, and one (1) (Microsoft Word or PDF document formatted on a virus free CD or flash drive, DO NOT INCLUDE PRICING IN ELECTRONIC MEDIA), shall be submitted. Faxed or emailed proposals will not be accepted.**

ALL BIDS MUST BE SENT TO: County of Riverside
Clerk of the Board of Supervisors
Attention: Kecia Harper-Ihem
RFP# PDARC-011
4080 Lemon Street, 1st Floor
Riverside, CA 92501

9.0 GENERAL REQUIREMENTS

Procedures for Submitting Proposals

9.1 All proposals must be submitted in accordance with the standards and specifications contained within this Request for Proposal (RFP) and must contain a cover page with a certification of intent to meet the requirements specified.

9.2 The cover page of a responsive bid must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.

9.3 The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the proposal.

9.4 The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.

9.5 Modification of Proposals, any bidder who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the bidder to ensure that modified proposals are resubmitted before the RFP submittal deadline.

9.6 Bidders may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the bidder's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.

9.7 Proposals must be typed uniformly on letter size (8 ½ " x 11") sheets of white paper, single sided or double sided, each section clearly titled, with tabs A-J, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example,

"See Enclosed Manual" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be acknowledged in the proposal.

9.8 Late proposals will not be accepted. Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other County office will be rejected.

9.9 The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. Examples of previous work may be submitted but will not necessarily influence the evaluation process. A letter format in sufficient detail to allow thorough evaluation and analysis is required.

10.0 REQUIRED FORMAT OF PROPOSALS

Proposals must contain the following sections:

- A. Proposal Cover Page
- B. Table of Contents
- C. Corporate/Company/Agency Profile
- D. Description of Services
- E. Cost Proposal
- F. Credentials/Resumes/Certifications/Licenses
- G. References
- H. Evidence of Insurability/ Business Licenses
- I. Financial Information
- J. Clarification/Exceptions/Deviations

A. Proposal Cover Page

The Proposal Cover Page must be signed by an authorized representative and execution hereof certifies that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed. Any falsity of the authorized representative shall entitle the County of Riverside to pursue any remedy authorized by law, which shall include the right, at the option of the County of Riverside, of declaring any contract made as a result thereof, to be void.

B. Table of Contents

This section shall include a comprehensive table of contents that identifies material by sections A –J (in the order list above) and by sequential page numbers.

C. Corporate Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e., partnership, corporation, etc.);
2. Proof of non-profit status, if applicable;
3. Company overview of services or activities performed, include:
 - a. The history of the bidder's firm- include a brief history of the firm.
 - b. The number of years in business under the present business name, as well as prior business names.
 - c. Number of years of experience providing the proposed, equivalent, or related services.
 - d. Company hierarchy (President, Vice President, Company Officers, etc.) and organizational chart. Organizational chart shall clearly identify all positions that are being proposed under the

- contract.
- e. Company size - number of legal staff, proposed number of attorneys to provide legal representation.
 - f. Location of the Riverside County office.
4. Whether the bidder holds controlling or financial interests in any other organization, or is owned or controlled by any other person or organization, if none that must be stated.

D. Description of services

All proposals must include a detailed description of the services to be rendered, including but not limited to the following:

1. A written general understanding to the requirements in the scope of services as detailed in the RFP, Appendix A, Points 1.0-4.19, including:
- a. Provide a detailed work plan or description of the services the bidder will be providing, include the types of cases and the geographical areas in the narrative.
 - b. Give precise detail on bidder's contract reporting mechanisms. Include:
 - i. A complete description of how the interaction between the bidder's firm and the County will take place to ensure that the services are performed and to the County's satisfaction, including resolving problems that may be encountered during the contract.
 - ii. Describe the bidder's company policies regarding this contract to ensure legal compliance and quality assurance.
 - c. Provide a sample narrative of handling/assignment of the following cases:
 - i. Representation of the conservatee or proposed conservatee in all proceedings set out in California Probate Code Section 1471(a), 1471(b) and 1471(c) including a proceeding to establish a Limited Conservatorship.
 - ii. Representation of the conservatee or proposed conservatee in the proceedings set out in California Probate Code Sections 1825, 2356.5, 3140(c) and (d) and 3205.
 - iii. Attorney shall represent the conservatee or proposed conservatee in all proceedings as set out above including court appointed cases and cases wherein the Office of the Riverside County Public Defender has withdrawn or is unavailable to represent the proposed conservatee or the conservatee.
 - iv. Attorney shall represent the conservatee or proposed conservatee in all LPS cases wherein the Office of the Riverside County Public Defender declares or has declared a conflict of interest.
 - v. Representation of the minor/s in all proceedings set out in California Probate Code Section 1470 (c) (3).
 - d. Describe the bidder's legal capabilities and background for this service/project.
 - e. Provide detail on handling and processing of requests for investigative and expert services.

E. Cost Proposal (PLEASE READ INSTRUCTIONS LISTED BELOW)

In this section, please complete and include the Cost Proposal Sheet attached as **Exhibit E**, and **please submit your firm's fee schedule to the Clerk of the Board in a sealed tamper proof envelope, and include only in the Original Proposal (Not in the bid copies)**. Fee schedules will be opened after the technical evaluation of the proposals have been completed. The County reserves the right to negotiate final fees with the selected firm(s).

Describe how costs will be controlled and properly identified to the specific tasks, while providing a high quality of services, high level of integrity and outcomes.

F. Credentials/Resumes/Certifications/Licenses

This section shall state the person(s) responsible for administering or providing the services. Identify the proposed principal contracting parties and person(s) responsible for the administration of this contract, and include his/her position, responsibilities, qualification/experience, and a copy of his/her certification or licenses held if applicable.

Bidder shall specifically provide the following information on all employees to be providing service:

- Description of education;
- General legal experience;
- Conservatee and/or Guardianship experience and education or related experience;
- Letters of reference if available;
- Courts in which cases have been tried;
- Any other information, which will assist in evaluating qualifications.

G. References

All bidder(s) must include present and past performance information with a minimum of three (3) references. Each reference shall include:

- Dates of work performed.
- Current contact person, company, address, and email and telephone number for each reference identified.
- Describe recent similar projects that are equivalent to the County. These experiences must show the qualifications of the bidder's capabilities to complete the County's requirements. Provide a summary of the scope of services performed for these other projects.

Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this RFP.

H. Evidence of Insurability/Business Licenses

All bidder(s) shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract the Bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming the County as additionally insured. The bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of **current** business license or other applicable licenses.

I. Financial Statement

The bidder must submit financial statements (**balance sheet and income statement**) for its business that are dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the bidder's entire business entity. Please place in a separate envelope and mark "Confidential" if your firm requires this to be kept confidential. The County does not guarantee that the financials submitted will be kept confidential.

J. Clarification, Exceptions, or Deviations

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception, or deviation must be clearly identified. If your firm has no clarification, exception, or deviation, a statement to that effect shall be included in this section. The following contractual terms are non-negotiable:

1. Indemnification
2. All insurance terms
3. Termination

11.0 EVALUATION CRITERIA

11.1 Proposals may be evaluated based on the criteria listed below, to include but not limited to:

1. Overall responsiveness and general understanding of the RFP requirements. **5%**
2. Contractor's capability, service methodology, experience, and ability. **35%**
3. Credential/Resumes/Licenses/Certifications. **20%**
4. Overall cost to the County. **40%**
Total Weighted Criteria = 100%
5. References with demonstrated success with similar work to the Scope of Service. **Pass or Fail**
6. Financial status. **Pass or Fail**
7. Clarification, Exceptions or Deviations. **Pass or Fail**

11.2 Supplemental Questions

After evaluation of proposals, top qualifying bidders may be asked to attend a verbal interview.

12.0 EVALUATION PROCESS

All proposals will be given thorough review. All contacts during the review selection phase will be only through the Purchasing Department. Attempts by the Attorney to contact any other County representative may result in disqualification of the Attorney. All evaluation material will be considered confidential and not released by the County. The County reserves the right to split or make the award that is most advantageous to the County.

13.0 INTERPRETATION OF RFP

The Attorney must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Attorney planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the Sr. Procurement Contract Specialist located at the Purchasing Department. Any changes to the RFP will be made only by written addendum and may be posted on the Purchasing website at www.purchasing.co.riverside.ca.us. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at www.purchasing.co.riverside.ca.us.

14.0 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the County will enter into a contractual agreement with the selected Attorney. A sample of the contract to be used for this project is attached as Exhibit B. If an agreement cannot be reached, negotiations with the second ranking Attorney shall commence.

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception, or deviation must be clearly identified. If your firm has no clarification, exception, or deviation, a statement to that effect shall be included in this section. The following contractual (Exhibit B of this RFP) terms are non-negotiable:

- Hold Harmless
- All insurance terms
- Termination

15.0 CANCELLATION OF PROCUREMENT PROCESS

County may cancel the procurement process at any time. All proposals become the property of the County. All information submitted in the proposal becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the Attorney; otherwise, the Attorney agrees that any and all documents provided may be released to the public after contract award.

The procurement process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons (but not limited to) such as:

- Inadequate, ambiguous, or otherwise deficient specifications that were cited in the RFP.
- The services are no longer required.
- Proposals received are at an unreasonable cost.
- Proposal did not independently arrive in open competition, were collusive, or were not submitted in good faith.
- The County determines, after analysis of the proposals that its needs can be satisfied through a less expensive method.

The County reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any and all proposals hereunder. This Request for Proposal does not commit the County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request of Proposal if it is in the best interest of the County.

16.0 CONFIDENTIALITY AND PROPRIETARY DATA

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Proposal Submitters should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

EXHIBIT A
COST PROPOSAL SHEET

PROCEEDINGS	COMPENSATION FLAT FEE PER MONTH
1. Probate Code 1471(a)(1) proceeding,*which may include: A request for Dementia Powers pursuant to Probate Code §2356.5; And a Petition for Temporary Conservatorship filed pursuant to Probate Code §2250.	\$ _____
2. Probate Code §1471(a)(2) proceeding*	\$ _____
3. Probate Code §1471(a)(3) proceeding*	\$ _____
4. Probate Code §1471(a)(4) proceeding*	\$ _____
5. Probate Code §1471(a)(5) proceeding*	\$ _____
6. Probate Code §1471(c) proceeding	\$ _____
7. Probate Code §1852 proceeding	\$ _____
8. Probate Code §2357 proceeding for Court Ordered Medical Treatment when a separate Petition is filed	\$ _____
9. Probate Code §3140 proceeding	\$ _____
10. Probate Code §3205 proceeding	\$ _____
11. W&I 5000 et seq. proceeding (conflict appointment)	\$ _____
12. When the above proceedings advance to a Court or Jury Trial, not to exceed	\$ _____
13. Probate Code §1470 (c) (3) proceeding	
* Items 1-5 encompass 1471(b) appointment.	

Cost Proposal (PLEASE READ INSTRUCTIONS LISTED BELOW)

In this section, please complete and include the Cost Proposal Sheet attached as Exhibit E, and please submit your firm's fee schedule to the Clerk of the Board, and place in a sealed tamper proof envelope, and include only in the Original Proposal (Not in the bid copies).

EXHIBIT B
PROFESSIONAL SERVICE AGREEMENT

for

**LEGAL SERVICES FOR INDIGENT CONSERVATEES AND MINORS
IN GUARDIANSHIP MATTERS**

between

COUNTY OF RIVERSIDE

and



THIS CONTRACT is made this 1st day of October, 2012, between the County of Riverside (hereinafter "COUNTY") and _____, (hereinafter "ATTORNEY"), for Conservatorship and Guardianship services to be provided in the Superior Court of the County of Riverside, ____ Regions, as set forth herein.

RECITALS

WHEREAS, the California Probate Code and Welfare and Institutions Code provide for the protection of the rights of conservatees or proposed conservatees in specified proceedings as set out in Probate Code Sections 1471, 1852, 2356.5, 2357, 3140, and 3205; and Conservatorship proceedings instituted pursuant to Welfare and Institutions Code Section 5000 et. seq commonly referred to as LPS (Lanterman-Petris-Short Act.) Conservatorships: and,

WHEREAS, the cost and expense of each counsel in the representation of indigent conservatees or proposed conservatees in the specified proceedings are a proper and lawful charge upon the COUNTY; and

WHEREAS, it is in the public interest in circumstances wherein the Riverside County Public Defender declares a conflict of interest under Welfare & Institutions Code Section 5000 et seq. or is otherwise unavailable, that the COUNTY contract with private counsel to render the usual and customary legal services required by law to be provided to those individuals; and

WHEREAS, a ward or proposed ward may be furnished with legal counsel in a guardianship proceeding and the cost of counsel is a proper charge upon the County as set out in Probate Code Section 1470;

NOW, THEREFORE, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES. COUNTY contracts with ATTORNEY to provide legal representation for indigent conservatees and in guardianship proceedings in the Superior Court of the County of Riverside, _____ Regions, when appointed by the Court as required by law, or upon a declaration that a conflict of interest exists which causes the Public Defender to be unable to represent the conservatee, or the Public Defender is relieved by the Court for extraordinary reasons, for specified probate proceedings as set forth in Section 3.1 and in Section 3.2.

2. TERM OF PERFORMANCE. This Contract shall take effect October 1, 2012, and continue in effect to and including _____, unless terminated sooner as provided herein, or amended in

writing by the parties, an may be renewed for up to four (4) additional years, renewable in one year increments. The Board of Supervisors and the County Purchasing Agent and/or his designee are the authorized County representatives who may at any time by written order make alterations to this Contract.

3. SCOPE OF SERVICES. ATTORNEY shall assume full responsibility for furnishing counsel necessary to provide daily representation in the Superior Courts within the _____ Region, within the funding provisions of this Contract. For the purpose of providing such professional legal services, ATTORNEY, at his/her own discretion, may perform the services, or cause them to be performed by other attorneys, who shall not be parties to this Contract, but are independent contractors and not agents or employees of ATTORNEY or COUNTY.

3.1 ATTORNEY shall be required to provide counsel in the following proceedings in conservatorship cases where the conservatee or proposed conservatee has been determined to be indigent utilizing the standard for indigency in 45 Code of Federal Regulations §1611 as adopted by the Office of the Riverside County Public Defender, and which are mandatory appointments:

- a. When appointed by the Court pursuant to Probate Code § 1471(a), (b) & (c).
- b. When appointed by the Court pursuant to Probate Code §1471(a) (1) including a request for Dementia Powers pursuant to Probate Code §2356.5.
- c. When appointed by the Court pursuant to Probate Code §1471(a) (1) which includes a Petition for appointment of a Temporary Conservator.
- d. When appointed by the Court in a proceeding under Probate Code §§ 1852, 2357, 3140, 3201 and 3205.
- e. When appointed by the Court in a proceeding pursuant to Welfare and Institutions Code Sections 5000 et. seq. wherein the Office of the Riverside County Public Defender has declared a conflict or has been relieved due to extraordinary circumstances.
- f. ATTORNEY shall represent the conservatee in Court Trials or Jury Trials in the foregoing proceedings. ATTORNEY shall not withdraw from the case at the conclusion of the proceeding but remains counsel of record for all mandatory appointment proceedings. When applicable, ATTORNEY shall comply with California Rule of Professional Conduct 3-700.

g. ATTORNEY shall not represent conservatee in any proceeding that is not a mandatory appointment including accountings unless ATTORNEY is representing the conservatee outside of this Contract.

h. At the end of each proceeding, pursuant to Probate Code Section 1472, ATTORNEY shall request that there shall be a determination of ability or inability to pay by the Court. If the Court determines that the conservatee or the conservatorship estate has adequate funds to pay attorneys' fees and expenses, ATTORNEY shall request an order from the Court. Any award of attorneys fees shall be made payable to the County of Riverside, to the attention of the Law Offices of the Public Defender referencing *Indigent Defense*.

i. Expenses such as mileage (in accordance with COUNTY Policy D-1 cost) outside of the _____ Region to visit a conservatee or extraordinary postage may be reimbursed from the trust account.

3.2 Pursuant to California Probate Code Section 1470(c) (3) effective January 2008, the County of Riverside is obligated to compensate counsel appointed to represent a minor in a legal proceeding to establish the Guardianship of the Person of the minor upon the Court's determination that there is no other viable source of payment.

a. COUNTY has determined that it would be in the best interest of the minor and would benefit the Superior Court to have well qualified, experienced counsel represent the minor when appointed by the Court in Guardianship matters filed in the Superior Court.

b. ATTORNEY shall assume full responsibility for representing minors in Guardianship Proceedings in the Departments of the Riverside Superior Court as designated by the Court. ATTORNEY shall perform or cause to have performed all professional legal services for the minor(s) in Guardianship Proceedings from the time of appointment, at every stage of the proceeding including trial until relieved by the Court or upon substitution of counsel. ATTORNEY shall not withdraw from the case at the conclusion of the petition but remains counsel of record for the annual review. When applicable, ATTORNEY shall comply with California Rule of Professional Conduct 3-700.

c. If the investigation in the case finds that any party to the proposed guardianship alleges the minor's parent is unfit, as defined by Section 300 of the Welfare and Institutions Code, the case shall be referred to the county agency designated to investigate potential dependencies. Guardianship proceedings shall not be completed until the investigation required by Sections 328 and 327 of the Welfare and Institutions Code is completed and a report is provided to the Court in which the guardianship proceeding is pending.

d. Each case where counsel is appointed for a minor is a separate case except that all minors named in one Guardianship Petition (Proceeding) may be joined as one appointment if only one attorney is necessary to provide conflict free representation for the minors. A "case" is defined as a Court Proceeding to establish the Guardianship of the Person of the minor or minors including all acts necessary to the conclusion of the matter, including but not limited to the following: 1) Communication with the minor, parents, relatives, non-custodial parents, and others as necessary; 2) Investigation of the circumstances; 3) Representation of the minor in Court; 4) Preparation of documents or pleadings as necessary; 5) Annual Review Hearings.

e. ATTORNEY shall assume full responsibility for assigning only sub-contracting attorneys who have the necessary experience, qualifications, and capabilities to handle Guardianship cases in the Superior Court. The assigned attorneys shall meet the requirements established by the Judicial Council and set out in the Rules of Court pursuant to Probate Code Section 1456, including CRC 7.1101.

f. ATTORNEY is an independent contractor and may represent minors in Guardianship Proceedings when retained, or appointed by the Court and when there is a source of payment other than the COUNTY.

g. ATTORNEY shall request that the Court make a determination of the financial ability of the parent or parents of the minor or from the minor's estate to compensate counsel in total or in part at the conclusion of each Guardianship Proceeding. Any award of attorneys fees shall be made payable to the County of Riverside, to the attention of the Law Offices of the Public Defender referencing *Indigent Defense*.

h. ATTORNEY understands that it is important to the Court and to the COUNTY to have counsel available to represent the minor in Guardianship Proceedings upon appointment of counsel and at the time designated for hearing.

i. ATTORNEY shall not accept a "Discretionary Appointment" under Probate Code Section 1470 under the Contract. If ATTORNEY accepts appointment under Section 1470, such representation shall not be part of, counted, or paid under this Contract.

3.3 In subcontracting with other attorneys, ATTORNEY shall consider the factors enumerated in the Rules of Professional Conduct governing lawyers in Business & Professions Code § 6000 et. seq., State Bar of California Guidelines on Indigent Defense Services Delivery Systems, Probate Code Section 1456, and Rules of Court promulgated pursuant thereto, including CRC 7.1101, and the State Bar Rules of California, as appropriate, including Rule 3-310. ATTORNEY shall assure that all subcontractors are competent and provide constitutionally effective assistance.

3.4 ATTORNEY shall perform or cause to be performed all professional legal services reasonably and legally required herein from the time of appointment, to and including, a final adjudication or disposition of such case. ATTORNEY is appointed for the life of the case and remains the attorney of record until the case is completed.

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

4.1 ATTORNEY shall require each subcontracting attorney participate in Mandatory Continuing Legal Education programs focusing on applicable law including but not limited to trial advocacy, juvenile law, probate, guardianships and conservatorships. ATTORNEYS shall review on a yearly basis the performance of each subcontracting attorney. This review shall include inquiry and/or observation by ATTORNEY of the performance of the independent subcontractor in a trial or other relevant courtroom setting. ATTORNEY will require the subcontracting attorney to provide proof of attendance at MCLE programs and to report participation in educational programs or other informal training. ATTORNEY will do his/her best to assure that

only attorneys with the requisite skill and experience handle particular category of cases and are assigned to such cases.

4.2 ATTORNEY shall meet at least semi-annually with the COUNTY representative to discuss caseloads, MCLE programs, and certify that ATTORNEY has reviewed the performance of each independent subcontractor as described above. In addition to any oral report, ATTORNEY shall submit written reports (____ dates____) including a summary of subcontractor-attorney evaluations and observations, and average number of MCLE approved training hours, and report participation in other educational programs related to the practice of probate law. The written reports should also contain any information that may be indicative of the quality of representation provided by ATTORNEY.

5. EXCLUSIONS. ATTORNEY shall not be obligated under this Contract to provide legal representation in the following cases:

(a) Any case in which the Court either removes or refuses to appoint the Public Defender on other than conflict grounds.

(b) Probate proceedings other than mandatory Probate Appointments.

6. COMPENSATION. The parties agree that the total number of cases is uncertain. As a performance range, the COUNTY and ATTORNEY agree that between _____ and _____ conservatorship cases, and between _____ and _____ guardianship cases will be assigned to ATTORNEY during the term of this Contract and ATTORNEY shall be compensated _____ (\$_____) per month for all cases within the specified ranges, wherein ATTORNEY is appointed hereunder, plus expenses during the term of this Agreement as set out in Section 7. Should the cases assigned to ATTORNEY fall outside the ranges set forth herein, the parties agree that the cases are compensated at the following rates - conservatorship case will be _____ per case, and guardianship cases will be _____ per case. It is expected that if the caseload does not fall within the ranges set forth herein, ATTORNEY and COUNTY shall make adjustments to the Contract as necessary to 1) determine payback by ATTORNEY to COUNTY for the ATTORNEY falling below the agreed case range and 2) a possible reduction in the future caseload range and associated compensation. If the caseload as set forth herein is exceeded, ATTORNEY and COUNTY shall make adjustments to this Contract as necessary to determine additional compensation due

ATTORNEY at the Contract rate for the additional caseload, and 2) possible adjustment in the future caseload range and associated compensation.

a. A “case” for purposes of Guardianship matters is defined as a Court Proceeding to establish the Guardianship of the Person of the minor or minors including all acts necessary to the conclusion of the matter, including but not limited to the following: 1) Communication with the minor, parents, relatives, non-custodial parents, and others as necessary; 2) Investigation of the circumstances; 3) Representation of the minor in Court; 4) Preparation of documents or pleadings as necessary; 5) Annual Review Hearings.

b. A “case” for purposes of Conservatorship matters is set forth in Section 3.

c. COUNTY shall pay ATTORNEY the monthly sum in arrears. Said compensation shall be paid in accordance with an invoice submitted to COUNTY by ATTORNEY within ten (10) days from the last day of each calendar month, and COUNTY shall process the invoice within thirty (30) working days from the date of receipt of the invoice. The invoice shall contain the case name and number, date of appointment, all §1470(c)(3) orders, and the total compensation requested. Cases shall not be invoiced until after the ability to pay hearing has been held, and then shall be invoiced only once as ATTORNEY is the attorney of record for the life of the case.

6.1 It is understood that, to the extent, ATTORNEY’S constitutional and necessary level of legal representation under the Contract may tend to justify additional payment, such necessary services in all but the most extreme circumstances, will all be considered by the ATTORNEY to be their pro bono publico contribution to the administration of justice.

7. EXPENSES. Pursuant to Probate Code § 1471(a), (b) & (c), §1471(a) (1) including a request for Dementia Powers pursuant to Probate Code §2356.5. §§ 1852, 2357, 3140, 3201 and 3205 and guardianship proceeding as set out in Probate Code Section 1470; ATTORNEY shall pay all costs of specialized and professional services reasonably necessary to assist in the preparation and presentation of his/her case, including medical and psychiatric examination, investigative services, expert testimony, forensic services, language interpretation, discovery costs, travel expenses in accordance with COUNTY Policy D-1, reporter’s transcripts, and fees for experts appointed pursuant to statute from a trust account they hold for the County of Riverside. For these services during the contract term, the additional sum of _____ (\$_____) per month, in

arrears, shall be paid to ATTORNEY and set aside monthly and maintained in a separate interest bearing trust account for the purpose of providing specialized and professional services, EXCEPT that payments shall be suspended when the balance in ATTORNEY'S trust account exceeds \$20,000.

7.1 Additionally, upon written agreement of ATTORNEY and the Law Offices of the Public Defender, or designee, the monthly expenses may be modified in amount or timing but in no event shall exceed the maximum amount of \$ _____ per month as set forth in Paragraph 7. Any interest accrued from these funds will be redeposited into the respective trust account and used by the ATTORNEY to pay the costs incurred herein (Business & Professions Code §6211(b)). These funds remain the property of the County of Riverside and at the end of the Contract, or upon request of COUNTY, all or a portion of the unexpended funds shall be returned to the COUNTY, and an accounting provided to the Law Offices of the Public Defender within 30 days of termination, for all sums expended, including accrued interest.

8. TERMINATION. Either Party may cancel this Contract, in whole or in part, on ninety (90) day's written notice to the other party. In the event this Contract is canceled, ATTORNEY shall be responsible for the matters currently assigned to ATTORNEY.

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

10. RECORDS. ATTORNEY shall keep sufficient records to enable COUNTY to establish the cost of representing each individual in Court proceedings and allow County of Riverside to attempt to recover such costs from whoever may be obligated to reimburse the COUNTY. COUNTY may, at its discretion, audit or inspect ATTORNEY's book and/or financial records relating to the Contract, at any reasonable time. ATTORNEY shall be audited by an outside auditor a minimum of once every twelve months and at the end of the Contract period. ATTORNEY shall be responsible for the cost of the audit. ATTORNEY agrees to make available for inspections, without restrictions, all books, statements, ledgers and other financial records for a period of five (5) years from the termination of this Contract. All financial records shall be kept, or made

available to County of Riverside, at ATTORNEY's principal place of business at _____,
California.

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

10.2 ATTORNEY shall maintain statistics showing the following data and information on each Guardianship Case to which counsel is appointed and submit a monthly report to the Law Offices of the Public Defender, within ten (10) days of the end of each month:

1. Name of minor(s) represented;
2. Case Number;
3. Disposition, date of disposition, was there a contested hearing;
4. Number of hours expended on case;
5. Number of cases opened and closed on a monthly basis;
6. The number of ability to pay hearings conducted per month with totals as to the number of cases where COUNTY is ordered to pay and the total number of cases where the parent or estate is ordered to pay.
7. The number of Probate Code Section 1513(c) motions made by ATTORNEY.
8. A copy of the Court's Order or Minute Order pursuant to Section 1470(c)(3) as to the Court's finding of ability to pay ATTORNEY's fees.

10.3 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.

10.4 ATTORNEY shall maintain statistics showing the following data and information on each Probate case assigned under this Contract, which shall be submitted with the monthly invoice:

- a. Name of party represented;
- b. Case Number;

- c. Code Section of each proceeding for which appointed,
- d. Disposition;
- e. The number of ability to pay hearings conducted per month with totals as to the number of cases where COUNTY is ordered to pay and the total number of cases where the person or conservator of the estate is ordered to pay.
- f. A copy of the Court's Order on a Probate Code Section 1472 hearing with the finding of the Court as to the estate's ability to pay all or a portion of the attorney's fees; or a copy of the Minute Order on a Probate Code Section 1472 hearing with a finding of indigency.

10.5 ATTORNEY shall file monthly reports with the Law Offices of the Public Defender 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 Law Offices of the Public Defender. 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.

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

12. INSURANCE. Without limiting or diminishing the ATTORNEY'S obligation to indemnify or hold the COUNTY harmless, ATTORNEY shall procure and maintain or cause to be maintained, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their

respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

12.1 Workers' Compensation: If ATTORNEY has employees as defined by the State of California, ATTORNEY shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the County of Riverside.

12.2 Commercial General Liability: ATTORNEY shall maintain Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of ATTORNEY'S performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

12.3 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then ATTORNEY shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insured.

12.4 Professional Liability: ATTORNEY shall maintain Professional Liability Insurance providing coverage for ATTORNEY'S performance of work included within this Agreement, with a limit of liability of not less than \$250,000 per occurrence and \$500,000 annual aggregate. If ATTORNEY'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and ATTORNEY shall purchase at his/her sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that ATTORNEY has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

12.5 Blanket Commercial Crime Policy: ATTORNEY shall maintain a Blanket Commercial Crime Policy including, but not limited to, coverage provided under Forms 'A', 'B' and 'F' for all Directors, Officers, employees, agents and representatives who may be involved in any way with the direction, handling, depositing, payment or other function that involves COUNTY funds associated with the performance of this Contract with a limit of liability of not less than an amount per loss equal to, or greater than, the maximum amount of COUNTY money that may be in trust with the ATTORNEY at any one time. The coverage will remain in force for at least three (3) years subsequent to the termination of this Agreement or until that time when all moneys have been reconciled and the COUNTY has agreed in writing that all financial issues have been completed and the ATTORNEY no longer has any COUNTY assets held in the Trust as defined herein. If this coverage is written on a claims-made basis, the ATTORNEY will provide either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or, 3) demonstrate through Certificates of Insurance that ATTORNEY has maintained continuous coverage with the same or original insurer. Such extended claims made coverage shall be maintained for a period of three years or until that time when all moneys have been reconciled and the COUNTY has agreed in writing that all financial issues have been completed and the ATTORNEY no longer has any COUNTY assets held in the Trust as defined herein.

12.6 General Insurance Provisions - All lines:

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

b. The ATTORNEY must declare its insurance self-insured retentions for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence, each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, at the election of the County's Risk Manager, ATTORNEY'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

c. The ATTORNEY shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County prior to any material modification, cancellation, expiration, or reduction of such insurance. In the event of a material modification, cancellation, expiration or reduction of coverage, this Agreement shall terminate forthwith, unless the County receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's and the insurance required herein is in full force and effect. *ATTORNEY shall not commence operations until the County has been furnished original Certificate(s) of Insurance and certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of insurance.*

d. It is understood and agreed by the parties hereto that the ATTORNEY'S insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Contract, including any extensions or performance of work the Risk Manager of the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the ATTORNEY has become inadequate.

f. ATTORNEY shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.

g. ATTORNEY agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

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

- (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.

13.1 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.

14. 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.

14.1 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.

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

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

15. PRIVATE PRACTICE. ATTORNEY shall not be prohibited from engaging in the private practice of law, including any and all proceedings in the Courts of the County of Riverside. ATTORNEY shall not accept in her private practice any case which may cause a conflict of interest which would preclude ATTORNEY from providing representation to conservatees or minors pursuant to this Contract.

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

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

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

19. ENTIRE AGREEMENT. This Contract supersedes any prior agreements between the Parties and is the sole basis for Contract between the Parties. This Contract expresses the understandings of the Parties concerning all matters covered.

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

21. SUBCONTRACTS. The Parties agree that ATTORNEY shall not sign contracts with subcontractors wherein there is a clause in said contracts prohibiting subcontractors from submitting proposals when COUNTY solicits proposals for Indigent Defense, Conservatorship, or Guardianship legal services.

22. PERIODIC REVIEW. ATTORNEY and COUNTY agree that there exists some uncertainty as to the number of cases hereunder. Consequently, the Parties agree to a mandatory meeting prior to ____ (dates) ____, to evaluate the case filings and any other matters affecting this Contract. ATTORNEY however, may request a meeting at any other time during the Contract period to discuss any matters related to this Contract. Either ATTORNEY or COUNTY may request a meeting at any time during the Contract period to discuss adjustments to the contract when the case load falls below or exceeds the case range set out in Section 6 or to discuss any matter related to this Contract.

23. CONTINUITY OF REPRESENTATION. The Parties agree that at the conclusion of this Contract term, or earlier if the Contract is canceled by either Party, that there will be a need to provide for the existing caseload through its completion. Continuity of counsel is desired where there is an established attorney-client relationship. The parties thus agree that ATTORNEY has been paid for cost of handling the cases assigned hereunder and shall handle all cases assigned through completion of the case despite the termination or conclusion of this Contract.

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

County of Riverside,
Law Offices of the Public Defender
4200 Orange St. Ste 120
Riverside, CA 92501
Attn: Indigent Defense

ATTORNEY

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement below.

ATTORNEY

DATED: _____

By _____

DATED: _____

By _____

DATED: _____

County of Riverside

ATTEST:
Kecia Harper-Ihem, Clerk

By _____
Chairperson, Board of Supervisors

By _____
Deputy

EXHIBIT C
LOCAL PREFERENCE
Local Business Qualification Affidavit

The County of Riverside Local Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP/Q.

Definition of Local Business

A local business shall mean business firms with fixed offices located within the geographical boundaries of Riverside County, authorized to perform business within the County, and in doing so, credit all sales tax from sales generated within Riverside County to the County, and who provide product or perform contracted work using employees, of whom the majority are physically located in said local offices.

Local businesses" shall have a Riverside County business street address. Post office box numbers, residential addresses or un-staffed sales offices shall not suffice to establish status as a "local business". To qualify as a "local business" the location must be open and staffed during normal business hours and the business must establish proof that it has been located and doing business in Riverside County for at least (6) six months preceding its certification to the County as a local business.

Additional supporting documentation that may be requested by the County to verify qualification includes:

1. **A copy of their current BOE 531-A and/or BOE 530-C form** (State, Local & District Sales and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. **A current business license** if required for the political jurisdiction the business is located in.
3. **Proof of the current business address.** The local business needs to be operating from a functional office that is staffed with the company's employees, during normal business hours.

Business Name: _____

Physical Address: _____

Phone: _____ FAX: _____ E-Mail: _____

Length of time at this location: _____ Number of Company Employees at this address: _____

If less than 6 month, list previous
Riverside County location: _____

Business License # (where applicable): _____ Jurisdiction _____

Hours of Operation: _____

Primary function of this location (i.e., sales, distribution, production, corporate, etc): _____

Signature of Company Official

Date

Submittal of false data will result in disqualification of local preference and/or doing business with Riverside County.

EXHIBIT D

**COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject:	<u>Policy Number</u>	<u>Page</u>
REIMBURSEMENT FOR GENERAL TRAVEL AND OTHER ACTUAL AND NECESSARY EXPENSES	D-1	1 OF 9

Policy:

1. Scope

It is the purpose of this policy to establish procedures and standards for reimbursement of necessary actual expenses incurred by county officers, employees, and other authorized persons, for whom allowance of expenses is authorized by or pursuant to law, resolution, or ordinance because they occur during performance of official county business. For the purposes of this policy, elected officials shall be considered department heads. Each department head is charged with the responsibility of authorizing travel and including it in the proposed budget. A department head may be held personally liable for any costs incurred by members of his/her department if the department head has authorized the travel, but such travel is not permitted by these regulations or the manager is negligent in exercising prudent control of the costs incurred. The Auditor-Controller shall refer to the Executive Officer any reimbursement claim that is considered to not be in conformance with this policy.

The Executive Officer shall have the authority to approve the payment of the claim if there is lack of certainty regarding the application of the policy to the questioned claim, or if the action of the department head was not unreasonable in light of all the circumstances. If the Executive Officer denies approval, the department head may place the matter on the agenda of the Board of Supervisors for final disposition. Members of the Board of Supervisors shall be allowed their actual expenses in going to, attendance at, and returning from state association meetings and their actual and necessary traveling expenses when traveling outside of the county on official business.

Reimbursement for such expenses is subject to the provisions of this policy and California Government Code Sections 53232.2 and 53232.3. Members of county legislative bodies may receive reimbursement for expenses relating to travel, meals, lodging, and other actual and necessary expenses incurred in the performance of official duties for the legislative body. Reimbursement for such expenses is subject to the provision of this policy and California Government Code Sections 53232.2 and 53232.3. Types of occurrences that qualify a legislative body member to receive reimbursement of expenses relating to travel, meals, lodging and other actual and necessary expenses include the following:

1. Communicating with representatives of regional, state and national government on policy positions adopted by the Board of Supervisors;
2. Attending educational seminars designed to improve officials' skill and information levels;

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3. Participating in regional, state, and national organizations whose activities affect the county's interests;
4. Attending county events;
5. Implementing a county-approved strategy for attracting or retaining businesses to the county, which will typically involve at least one staff member and;
6. Attending meetings for which a meeting stipend is expressly authorized. Constitutional officers and the employees of their departments are not exempt from the provisions of this policy however approval for all travel will be by the department head and in line with the approved budget. All expenses that do not fall within this policy shall be considered for approval by the Board of Supervisors prior to incurring the expense, unless the expense involves a meeting in which a member of the Board of Supervisor is required to make a public report (see section 12). All expenses must be verified by a valid original receipt which includes the name of the vendor (e.g. hotel, restaurant) date of service and actual amount charged.

2. Lodging

Actual cost for lodging, not to exceed \$159 per night inclusive of all occupancy and accommodation taxes and other room related taxes and fees, is allowed provided such cost is reasonable for the location and is consistent with government and/or conference/convention rates, if available, or usual charges established for the general public. For lodging in high cost cities as defined by the Internal Revenue Service (e.g., San Francisco, New York, Washington D.C.) or by the Board of Supervisors (Sacramento) actual cost not to exceed \$239 per night is allowed.

Lodging costs exceeding the established limit may be reimbursed at a higher rate if a written statement explaining the reason for the expense is submitted by the department head to the designated Executive Office analyst along with a completed employee reimbursement form. Lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the member of a legislative body at the time of the booking. Higher rates based upon late registration or negligence by the department head in making an early reservation will be reimbursed at the \$159 rate. An employee reimbursement claim for lodging must provide an explanation of the business purpose of the stay and be supported by a receipt/facility folio.

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A government rate, if available, should be requested when booking a room (county employees should be prepared to provide proof of employment with the county). Only the single occupancy rate may be claimed for the reimbursement except when two or more county employees participating in the same function share a room; then a double occupancy rate may be claimed by dividing the cost between two claim forms and providing a memorandum explaining the shared room along with the lodging folio. The department head may approve extended lodging if the cost is less than daily travel expenses without the extended stay. Approval of extended lodging for any location in Riverside, Orange, San Diego, Imperial, Los Angeles and San Bernardino counties is required prior to the travel occurrence and must be less costly than a daily commute.

3. Meal Expenses

Actual (not to exceed maximum, see below) cost shall be allowed for meals related to attendance at conventions, scheduled meetings, conferences, seminars, special assignments or an assignment **that requires an overnight stay. A meal/s during attendance at any single day event will not be reimbursed.**

a. The maximum reimbursement for meals is \$10, \$15, and \$25 for breakfast, lunch and dinner respectively, inclusive of taxes and tip. Tips in excess of 20% of the cost of a meal will not be reimbursed. Tips made at fast food restaurants and/or convenience stores will not be reimbursed even if the meal cost is less than the maximum reimbursement rate (e.g. meal at \$6.00, tip \$1.20 equals a reimbursement of \$7.20). The maximum reimbursement for meals in high cost cities (as described in item 2 above) is \$15, \$20, and \$30 for breakfast, lunch and dinner respectively, inclusive of taxes and tip.

b. An employee reimbursement claim is based on actual (not to exceed maximum) cost. Meal maximums may not be aggregated to create a daily maximum.

c. Reimbursement for meals may exceed the maximum amounts for breakfast, lunch, or dinner only if the meal is organized by a non-county entity where the established price of the meal includes facility, speaker, or other costs and is a required portion of the meeting and/or conference. A written statement explaining the necessity for incurring such expense and supporting documentation (e.g. flyer, agenda or brochure) must be submitted with the employee reimbursement claim.

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REIMBURSEMENT FOR GENERAL TRAVEL AND OTHER ACTUAL AND NECESSARY EXPENSES	D-1	4 OF 9

- d. Where the cost of a meal is included as part of a registration charge or fee, no additional employee reimbursement may be claimed for that meal.
- e. For same day travel, expenses for meals are limited to activities outside normal work duties. No reimbursement for meals will be made for same day travel. Reimbursement for a meal is provided when it is not reasonable for employees to provide their own meal. Special situations may be considered on a case-by case basis. A memo from the employee to the department head is required and the department head's concurrence must be noted before the memo is forwarded to the designated Executive Office analyst for review and approval.
- f. Travel to a temporary worksite does not qualify an employee for meal reimbursement.
- f. No reimbursement shall be made for alcoholic beverages of any kind.
- g. Employees attending training or conferences for an extended period of time, more than seven consecutive days, may elect to purchase groceries and prepare their meals during the training/conference. In this event, grocery receipts are to be retained and submitted for reimbursement. Grocery charges exceeding the maximum daily per meal cost will not be reimbursed. An employee electing to purchase and prepare food during an extended stay may purchase only food to be consumed during the designated period; no reimbursement will be made for incidentals including kitchen utensils, cookware, kitchen supplies and sundries.

4. Transportation

Actual cost of common carrier services, including taxicabs and car rentals, when necessary shall be allowed. Departments are to utilize on-line travel services and secure the least expensive flights and car rental arrangements possible. Upon request from the Auditor/Controller supporting documentation that the flights and car reservations made were the least expensive option available is to be provided by the department. Travel in business class, first class or any category on any flight above the coach/economy level is allowable if (1) the traveler pays the cost difference or (2) the department can document that no other option exists and the selected flight is the only option for travel. Reservations for air transportation should be booked as early as is reasonable to take advantage of lower cost air fares. Airline government and group rates must be used when available.

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Claims for payment or employee reimbursement shall be accompanied by a receipt for the purchase and a copy of the ticket purchased or other voucher for common carrier expense. Flight insurance is covered in Policy D-5.

5. Rental Cars

The county maintains a contract with a vehicle rental company and every effort should be made to use the contract company. If available, a county issued corporate rental vehicle card or Purchasing Card (P-card) shall be used for all travel requiring the use of a rental vehicle when the contract company cannot be used. Government and group rates must be used when available. Actual costs evidenced by an original, dated receipt and inclusive of all related taxes and other rental fees should be submitted along with actual gas receipts (dated, vendor name printed on the receipt) obtained for the purchase of gas for the rental vehicle. The rental vehicle may include a global positioning system if said equipment is standard; only standard equipment is allowed and no rental car reimbursement will be made for cars above the mid-range size unless four or more employees are traveling in the same vehicle and this information is documented in the reimbursement information.

If a county issued corporate card is unavailable, the county requires employees to purchase the Loss Damage Waiver (LDW) so the employee is not held responsible for damage (under normal circumstances) to the rental vehicle and such cost will be reimbursed. However, the county will not reimburse employees for the cost of other optional insurance. (e.g. liability, uninsured/underinsured motorist, personal accident & personal effects), as the county is self-insured for vehicle liability & third party physical damage and provides worker's compensation coverage.

Employees are required to notify Human Resources, Risk Management Division at (951) 955-3540 and the employee's supervisor as soon as possible (within 24 hours) of any event, incident or accident related to the rental car. The employee must complete "County Vehicle Accident/Incident Report," Form 942-6 (Safety Division form).

6. Private Automobile

Reimbursement for use of a private vehicle shall be allowed upon authorization of the department head, Executive Officer, or the Board of Supervisors. The county's private vehicle mileage reimbursement rate is the same rate as the Internal Revenue Service (IRS) standard mileage rate for private vehicles and will be effective concurrently with IRS' periodic establishment of such a rate.

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If an employee is required to use the employee's personal vehicle while in the course and scope of employment, the employee must, prior to using said vehicle, do the following:

A. Complete the "Authorization to Drive Riverside County Vehicle or Private Vehicle for County Business," Form 30, authorizing the employee to use a personal vehicle which must be approved by the department head. Each department shall confirm that each employee with an approved Form 30 has a valid driver's license.

B. Insure the vehicle to the minimum limits required by the State of California, or if registered/licensed out of state, equal to or greater than the limits required by the State of California. In addition, employees must have their policies of automobile liability insurance endorsed to reflect business use. Such insurance must be maintained at all times while the individual is employed in a position where it is required or may be required to use a personal vehicle while in the course and scope of employment. In the event of an incident or accident, the county does not assume responsibility for any physical damage to an employee's personal vehicle. The department head is responsible for verifying that an employee authorized to drive a personal vehicle is insured in compliance with requirements of the State of California.

C. Maintain a valid driver's license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.). The use of motorcycles, mopeds, and similar types of vehicles for the conduct of county business is expressly prohibited, with the exception of Sheriff's Department sworn personnel on duty in a specific assignment. When a department head authorizes use of a private vehicle for the convenience of the driver, instead of more economical travel by air, reimbursement shall not exceed the cost of usual airfare. Employees are required to notify Human Resources, Risk Management Division's representative, and the employee's supervisor as soon as possible (within 24 hours) of any incident or accident. Employees must complete "County Vehicle Accident/Incident Report," Form 942-6 (Safety Division form).

7. Private Aircraft

The use of private aircraft for the conduct of county business is expressly prohibited unless prior authorization is given by the Board of Supervisors.

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8. Miscellaneous Expenses

Miscellaneous expenses, including charges for business telephone calls, fax service, e-mail services, telegrams, the cost of usual or necessary services and supplies, including emergency repairs, parts or towing for county vehicles, conference registration fees, vehicle parking, bridge tolls, and any other justifiable business expenses shall be allowed if they represent a valid business need. A satisfactory explanation of the circumstances is required for these expenditures. An employee reimbursement for actual miscellaneous expenses shall be accompanied by an original receipt or other original voucher. Personal telephone calls and personal internet usage are not reimbursed.

9. Special Provisions for County Employees on Indefinite Assignments

When approved by the department head and Executive Officer or designee, employees assigned indefinitely (for periods of 90 days or more) out of town are provided the following compensation options:

A. Standard reimbursements as provided herein (or limited by program provisions); or

B. Commuter compensation model:

Meals: \$50.00 per day or portion thereof in travel status Lodging: \$1,500 per month (prorated at \$50.00 per day) Transportation Allowance: \$600 per month (Parking, Car Rental, etc): Under the commuter compensation model, no receipts or records are required by the county. However, the employee must substantiate deductible expenses on his/her personal tax return. No tax deduction is allowed by IRS if the assignment is expected to exceed one year. The "commuter compensation model" will be grossed up by a factor of 20% to recognize this tax impact for employees whose assignments are expected to exceed one year.

C. Relocation model – reimbursement for relocation is found in Board Policy H-20.

10. Travel Authorization

Reimbursement for travel expenses requires prior authorization as follows:

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A. By County Executive Officer or designee: All travel wherein the estimated total cost (including registration, transportation, lodging, and meals) is not included in the approved budget, or is expected to cost \$1,000 or more per person or if the travel is out of state. Prior approval for travel estimated as costing more than \$1,000 or travel out of state is required even if the travel was anticipated and approved in the department's budget. Each request should be in the form of a memorandum that details costs to be incurred and substantiates the need for said travel. Attendance must be required for purposes of maintaining a professional license, participation in professional activities which benefit the County of Riverside and not solely for the purpose of professional enhancement or to collect an award. Funding availability for the proposed travel is not a guarantee that the travel will be approved. The travel must provide a clear benefit to the County of Riverside.

Exception: travel by elected officials/constitutional officers and of their employees, extraditions, travel that involves the health/safety/security of a minor, or an individual 60 or more years of age or any individual who is the victim of domestic violence.

B. By Department Head:
All travel wherein the estimated total cost (including registration, transportation, lodging and meals) is less than \$1,000 per person. This travel should also be requested on an email prepared by the employee and outlining all anticipated expenditures. If the travel involves participation at a conference or training venue the proposed agenda should be included. The memorandum should explicitly detail how the proposed travel benefits Riverside County. The Department Head's approval is an indication that the travel is included in the approved departmental budget. If the travel is not in the approved budget the Department Head should make a recommendation and forward the memo to the designated analyst in the Executive Office.

C. Format:
All approved travel should be noted on a per trip basis in a memorandum signed by either the County Executive Officer/designee or the department head as delineated in A. and B. above. A copy of the signed memorandum should be attached to any requests for payment of travel expenses, including Form 14 which follows.

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11. Use of Claim Form

The employee expense claim must be filed on a form approved by the county, and must include date, business destination, amount, and business purpose. Claims shall be filed promptly, no later than the end of the month following the month in which the travel and/or other necessary expenses occurred. Claims filed after this time will not be considered for payment. Commuter compensation model will be processed as additional pay, and no other form will be required. Original receipts are required for reimbursement. Original receipts must include the name of the establishment where service was provided and the date on which the service was rendered. Restaurant receipts must include the items ordered as well as the total payment made. All claim forms and associated documents related to reimbursable county expenditures are considered public records, are subject to disclosure under the California Public Records Act {Chapter 3.5 (Commencing with Section 6250) of Division 7 Title 1}. (Form 14 attached).

12. Reports

Per California Government Code Section 53232.3 subparagraph (d), legislative body members are required to provide brief reports on meetings attended at the expense of the county at the next regularly scheduled meeting of the legislative body.

13. Penalties

Penalties for the misuse of public resources or falsifying expense reports in violation of expense reporting policies may include, but not be limited to, the penalties specified in Government Code section 53232.4.

Reference:

Minute Order dated 01/21/75
Minute Order 3.3 of 04/29/97
Minute Order 3.3 of 10/16/01
Minute Order 3.8 of 04/08/03
Minute Order 3.7b of 05/02/06
Minute Order 3.3 of 04/10/07
Minute Order 3.2 of 07/21/09
Minute Order 3.7 of 09/15/09