

Departmental Concurrence

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

117



SUBMITTAL DATE:
March 28, 2013

FROM: Purchasing and Fleet Services Department

SUBJECT: LEGAL INDIGENT DEFENSE CRIMINAL SERVICES

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached second amendment to the Indigent Defense Contract with Criminal Defense Lawyers divesting Steven K. Harmon from any interest in that contract and approving assignment of that interest to Paul Grech, and;
2. Direct the Purchasing Agent to either:
 - a. Renew the Criminal Defense Lawyers' contract for the final year, with expiration of the contract to occur on June 30, 2014, or
 - b. Not renew the Criminal Defense Lawyers contract, prepare a Request for Proposal for a new contract and authorize the Purchasing Agent to extend the contract four months to allow for the procurement process.

(Continued on Page 2)



 ROBERT J. HOWDYSHELL, Director
 Purchasing and Fleet Services Department

FINANCIAL DATA	Current F.Y. Total Cost:	\$	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$	Budget Adjustment:	No
	Annual Net County Cost:	\$	For Fiscal Year:	FY 13/14

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

C.E.O. RECOMMENDATION:

APPROVE

BY: Serena Chow
 Serena Chow

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 3.13 ON 2/1/2011

District: ALL

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3-23

**BOARD OF SUPERVISORS
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RECOMMENDED MOTION (Continued)

3. Direct the Purchasing Agent to either:
 - a. Renew the contracts with Virginia Blumenthal and Barbara Brand for the final year, with expiration of the contracts to occur on June 30, 2014, or
 - b. Not renew the contracts with Virginia Blumenthal and Barbara Brand, prepare a Request for Proposal for new contracts and authorize the Purchasing Agent to extend the contracts four months to allow for the procurement process.

BACKGROUND

On February 1, 2011, the Board of Supervisors approved separate contracts with Criminal Defense Lawyers, Virginia Blumenthal and Barbara Brand to provide legal indigent defense criminal services where the Public Defender's Office declares a conflict of interest ("the Contracts"). At the time the Board approved the contract for Criminal Defense Lawyers, Steven K. Harmon was one of the signators to the agreement and along with co-signator Paul Grech, administered the contract for Criminal Defense Lawyers.

In March of 2013, Steven K. Harmon was appointed the Public Defender for Riverside County, with an effective start date of April 15th, 2013. Since being appointed, Mr. Harmon has assured County representatives that he has divested himself from any interest in Criminal Defense Lawyers and in the contract for legal indigent defense criminal services. Accordingly, it is recommended that the Board approve the Second Amendment to the Criminal Defense Lawyers contract to consent to the assignment of Mr. Harmon's interest in the contract to Paul Grech and to remove all references to Mr. Harmon's involvement in that contract.

The Contracts are renewable in one year increments for two years, expiring on June 30, 2014, unless terminated sooner. The Contracts may be terminated on sixty (60) days written notice. The first renewal was exercised and the second renewal is scheduled for June 30, 2013. Purchasing is seeking direction from the Board concerning whether the Board desires to renew, or to terminate and rebid the Criminal Defense Lawyers Contract or all the Contracts.

**COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE AGREEMENT WITH
CRIMINAL DEFENSE LAWYERS**

CONTRACTOR:	Criminal Defense Lawyers
Contract Term:	February 1, 2011 through June 30, 2013
Effective Date of Amendment:	April 15, 2013
Annual Maximum Contract Amount:	\$ 3,258,333.00

RECITALS

WHEREAS, on February 1, 2011, the County of Riverside approved a contract with Criminal Defense Lawyers, to provide legal indigent defense services in various regions of Riverside County;

WHEREAS, Criminal Defense Lawyers was represented and has been a partnership between Steve Harmon and Paul Grech;

WHEREAS, on or about March 6, 2013, Steve Harmon provided notice that he would be severing his participation in Criminal Defense Lawyers;

WHEREAS, the COUNTY is willing to accept the withdrawal of Steve Harmon from the contract and the full take over of Criminal Defense Lawyers and performance thereby under the contract by Paul Grech;

NOW, THEREFORE, the County of Riverside, herein referred to as COUNTY and Criminal Defense Lawyers, herein referred to as ATTORNEY, do hereby agree to amend the Agreement referenced above effective on the below subscribed date as follows:


1. In the opening paragraph of the contract, the reference to Criminal Defense Lawyers shall be understood to refer to Paul Grech as the sole owner and operator. All references in the contract to ATTORNEY shall hereinafter refer only to Paul Grech. Steve Harmon is hereby no longer associated with or part of Criminal Defense Lawyers and shall withdraw from all involvement or representation in legal cases previously assigned by the Riverside Courts to the Criminal Defense Lawyers.
2. Pursuant to the restrictions on page 18 of the contract, Section 15, Conflict of Interest, Steve Harmon hereby withdraws from the contractual obligations related to the Legal Indigent Defense Services agreement that was operative February 1, 2011 as approved by the Riverside County Board of Supervisors. Furthermore, Steve Harmon shall relieve himself of any financial entitlement in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation related to the partnership "Criminal Defense Lawyers."

3. Pursuant to Section 18, Assignment, COUNTY hereby accepts and consents to the assignment of that portion of the partnership ownership from Steve Harmon to Paul Grech.


4. All other terms and conditions of the Agreement are to remain unchanged.

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

Contractor(Assignee)
Paul Grech

By: 
Date: 3/27/13

Assignor
Steve Harmon

By: 
Date: 3-27-13

COUNTY OF RIVERSIDE

By: _____
John Benoit, Chairperson Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

FORM APPROVED COUNTY COUNSEL
BY:  3/28/13
MARSHAL VICTOR DATE