

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

869



FROM: Executive Office

SUBMITTAL DATE:
September 16, 2013.

SUBJECT: Indigent Defense Contracts for Extraordinary Death Penalty Cases

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve the rate structure outlined in Attachment B, for extraordinary death penalty cases;
- 2) Authorize the County Executive Officer, or his designee, to execute contracts in substantially the form as shown in Attachment A, at the Board-approved rates, shown in Attachment B, if necessary.

BACKGROUND:

Summary

The County of Riverside contracts with attorneys to provide criminal defense services for indigent defendants when the Public Defender has a conflict that precludes representation. Recently, the Public Defender has declared a conflict on two cases.

Stephanie Persi
Senior Management Analyst

Continued on page 2.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 67,500-225,000	\$ 67,500-225,000	\$ 225,000	\$ 0	Consent <input type="checkbox"/> Policy X
NET COUNTY COST	\$ 67,500-225,000	\$ 67,500-225,000	\$ 225,000	\$ 0	

SOURCE OF FUNDS: Indigent Defense Budget-General Fund	Budget Adjustment: No
	For Fiscal Year: 2013-14

C.E.O. RECOMMENDATION:

APPROVE

BY:
Ivan M. Chand

9/17/2013

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY:
MARSHAL L. VICTOR
DATE: 9/17/13

Departmental Concurrence

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 3.4 of 7/17/07

District: ALL

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3-10

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Indigent Defense Contracts for Extraordinary Death Penalty Cases**

DATE: September 16, 2013

PAGE: 2 of 4

BACKGROUND:

Summary (continued)

This action forced the County Executive Office to identify additional qualified attorneys to handle the unanticipated cases.

In most cases it is standard court practice to assign two attorneys to each death penalty case, one serving as lead counsel, and one as second chair. Compensation of counsel is a county charge, subject to court approval. At this time the cases fall under the category B fee schedule totaling \$225,000 for the total cases.

No offsetting revenue is available. As death penalty cases tend to be protracted, it is difficult to estimate how many of the payments will impact this fiscal year. Therefore, any additional funds will be requested during a quarterly budget report.

In July 2007, the Executive Office had authority to execute these death penalty contracts, the same authority that is being requested in this board action. When the Public Defender took responsibility for the Indigent Defense budget authority was given to them for approval of these contracts. Now the responsibility has been placed upon the Executive Office again and the same authority is needed to start the two mentioned cases in a timely manner.

All contracts will be reviewed by County Counsel and signed by the Presiding Judge of the Riverside Superior Court.

Impact on Citizens and Businesses

None.

Contract History and Price Reasonableness

Contracts are to be entered into on an individual case basis. This rate structure, as shown in Attachment A, in which second counsel is to be paid half as much as lead, was developed after consultation with surrounding counties.

County Counsel has approved the attached contract form, in conformance with county standards.

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Indigent Defense Contracts for Extraordinary Death Penalty Cases
DATE: September 16, 2013
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ATTACHMENT A

Draft Contract for Legal Services

1 **CONTRACT TO PROVIDE LEGAL SERVICES**

2 THIS CONTRACT is made this ____ day of _____, 20__ between the County of
3 Riverside (hereinafter "COUNTY"), and _____, Attorney at Law (hereinafter
4 "ATTORNEY"), for services to be provided to the Riverside Superior Court, as set forth herein.

5 RECITALS

6 WHEREAS, the right of all persons against whom Criminal Court proceedings are brought to be
7 represented by Counsel is guaranteed by the Constitution of the United States and the Constitution of the
8 State of California; and

9 WHEREAS, the cost and expense of each counsel in the representation of indigent defendants is
10 a proper and lawful charge upon the COUNTY; and

11 WHEREAS, the COUNTY provides indigent defense services to the Riverside Superior Courts
12 through the Law Offices of the Public Defender or through independent contractors if the Law Offices
13 of the Public Defender has declared a conflict and/or is unable to represent a defendant; and

14 WHEREAS, the Law Offices of the Public Defender have announced that they have exceeded
15 their current capacity to provide death penalty counsel in the case of People vs. _____, therefore it is
16 necessary for the COUNTY to provide for legal representation to the defendant herein.

17 NOW, THEREFORE, the Parties hereto agree as follows:

18 1. DESCRIPTION OF SERVICES. COUNTY hereby contracts with ATTORNEY
19 to provide legal representation as [Counsel or Co-Counsel] for defendant _____ in Riverside
20 Superior Court Case Number _____, upon the Court's determination that appointment of
21 counsel is necessary to provide the defendant with effective representation.

22 1.1 This contract is conditioned upon the Court's approval of ATTORNEY'S
23 qualifications and ability to provide competent representation to the defendant in the above-mentioned
24 case. Specifically ATTORNEY must be qualified to represent the defendant in a capital case as set out
25 in California Rule of Court 4.117 and other laws as applicable. Further, pursuant to Penal Code Section
26 987.3, the appointment is subject to the Court's approval of the ATTORNEY'S compensation as
27 provided in this Agreement.

1 1.2 ATTORNEY represents that he is ready and able to provide legal representation to
2 the defendant and will not unduly delay the Court proceedings.

3 2. TERM OF PERFORMANCE. This Contract shall take effect upon signature by
4 both parties, and continue in effect until completion of the case after trial, final sentencing, completion
5 of all steps within the power of the attorney to obtain settlement of the record on appeal as required
6 under Penal Code §1240.1, and the Court's acceptance and approval of the final accounting required
7 under Penal Code §987.9 for any sums provided pursuant to that section.

8 3. SCOPE OF SERVICES. ATTORNEY shall assume full responsibility as
9 [Counsel or Co-Counsel] and provide legal representation for defendant _____ in Riverside
10 Superior Court Case Number _____ within the funding provisions of this Contract upon
11 appointment by the Court.

12 3.1 In performing this work, ATTORNEY is aware of the factors enumerated in Penal
13 Code Section 987 et. seq., the Rules of Professional Conduct governing lawyers in Business &
14 Professions Code § 6000 et. seq., State Bar of California Guidelines on Indigent Defense Services
15 Delivery Systems (2006), and the State Bar Rules of California, as appropriate. ATTORNEY represents
16 that he is competent and qualified to provide constitutionally effective assistance of counsel in a capital
17 case, and meets the provisions of California Rules of Court, Criminal Rule 4.117, "Qualifications for
18 Appointed Trial Counsel in Capital Cases." ATTORNEY shall provide COUNTY with a copy of the
19 Declaration of Counsel for Appointment in Capital Case (CR-191) and Order Appointing Counsel in the
20 Capital Case (CR-190) upon confirmation of appointment by the Court.

21 4. COMPENSATION AND NECESSARY EXPENSES. The contract cost for the case
22 specified in Section 3 shall be \$_____. Upon notification to, and verification by, the County
23 Executive Office, COUNTY shall pay ATTORNEY in four (4) installments, as follows:

24 (a) Appointment by Court: 30% of fee.

25 Upon appointment of ATTORNEY by Court and approval of the compensation as
26 provided herein, ATTORNEY shall be paid 30% of the contracted fee amount.

27 (b) Start of Trial: 30% of fee.

1 On the first day of trial, upon written notice to the COUNTY in the form of an
2 invoice and a copy of the Court minutes commencing trial, ATTORNEY shall be
3 paid 30% of the contracted fee amount.

4 (c) End of trial: 30% of fee.

5 At the conclusion of trial, upon written notice to the COUNTY in the form of an
6 invoice and a copy of the Court minutes concluding trial, ATTORNEY shall be
7 paid 30% of the contracted fee amount.

8 (d) Completion of Duties after Trial: 10% of fee.

9 Upon the occurrence of all of the following, ATTORNEY becomes eligible to
10 receive the final 10% of the contracted fee: completion of the case after trial,
11 final sentencing, completion of all steps within the power of the ATTORNEY to
12 obtain settlement of the record on appeal as required under Penal Code § 1240.1,
13 and the Court's acceptance and approval of the final accounting required by Penal
14 Code § 987.9 for any sums provided pursuant to that section. ATTORNEY shall
15 submit an invoice and a copy of the Court's determination in the minutes that
16 documents all steps are completed. In the event that the Trial Court declares a
17 mistrial, or if a case is reversed on appeal, and ATTORNEY is required to
18 proceed with a new trial, then ATTORNEY will be entitled to an additional fee,
19 to be negotiated with COUNTY.

20 (e) Expenses.

21 COUNTY will reimburse ATTORNEY for reasonable expenses such as postage
22 and long distance phone calls. ATTORNEY shall submit his claim in writing
23 with receipts attached thereto.

24 4.1 If in ATTORNEY'S estimation there are extraordinary circumstances that would
25 require additional compensation, ATTORNEY may make a timely written request to the Court for
26 additional compensation to be paid by COUNTY.

27 4.2 ATTORNEY shall submit an invoice on letterhead, which shall include a
28 certification signed by ATTORNEY of the status of the case and what payment is requested. The

1 invoice should request payment of both the fee due and any expenses. Payment shall only be made after
2 review and approval of the supporting documentation.

3 5. COSTS UNDER PENAL CODE §987.9. ATTORNEY shall request costs of
4 specialized and professional services reasonably necessary to assist with the defense and the preparation
5 and presentation of his case, including but not limited to medical and psychiatric examination,
6 investigative services, expert testimony, forensic services, language interpretation, discovery costs,
7 reporter's transcripts, and fees for experts appointed pursuant to statute, by application to the Pay Panel
8 Judge of the Riverside Superior Court pursuant to Penal Code Section 987.9 and Riverside Superior
9 Court Policy Memorandum C.3.1 (Criminal).

10 6. TERMINATION. ATTORNEY understands the importance of providing
11 defendant with continuity of representation and recognizes that the client's best interests are of
12 paramount importance. To this end, ATTORNEY will make every effort to assist the defendant until the
13 case is concluded. However, if the ATTORNEY is relieved by the Court for any reason, or if for some
14 reason beyond ATTORNEY'S control ATTORNEY cannot complete the case under this contract, the
15 following provisions will be effective:

16 6.1 Early termination of services.

17 If the case against the defendant is dismissed, not pursued, or resolved without
18 trial, or if ATTORNEY is removed other than by Marsden motion, payments made or
19 due to ATTORNEY as of the date of such event under the fee schedule set forth above
20 will be retained by ATTORNEY as full payment for all services due under this
21 Agreement, except as set forth below.

22 a. *Marsden Motion/in propria persona* - In the event that a Marsden motion
23 results in the removal of appointed counsel, or if the defendant is granted *in*
24 *propria persona* status prior to the start of trial, ATTORNEY will present a
25 full accounting and itemization of time and expenses to the Court to
26 determine compensation due.

27 b. *Reduction of sentence sought by D.A.* - If the charges against the defendant in
28 a capital case are reduced to charges not involving the possibility of a death

1 penalty option, the total fee paid will be reduced by fifty percent (50%), with
2 the balance due at start of trial. If the charges against the defendant in a
3 capital case are reduced to charges not involving the possibility of a sentence
4 of death and the case is resolved by a plea prior to the completion of trial,
5 ATTORNEY will be paid fifty percent (50%) of the total compensation.

6 c. *Disputes regarding compensation for early termination.* If any dispute arises
7 regarding compensation due to ATTORNEY'S failure to complete the case,
8 the dispute shall be resolved by the Court upon proper documentation
9 submitted by ATTORNEY.

10 Any dispute regarding compensation of ATTORNEY for early termination of
11 services that is not set forth herein shall be reviewed by the Court using an
12 hourly rate of \$65 for compensation of ATTORNEY.

13 7. INDEPENDENT CONTRACTOR. ATTORNEY is not and shall not be
14 considered an employee of COUNTY. ATTORNEY is solely responsible and has the sole discretion to
15 determine the manner in which he performs the services required under this Contract. ATTORNEY
16 exclusively assumes the responsibility for the acts of any employees as they relate to the services to be
17 provided under this contract. ATTORNEY, nor any of ATTORNEY'S employees, are not entitled to
18 and are not eligible for COUNTY employee benefits, including, but not limited to, medical insurance,
19 retirement benefits, or any other benefit or compensation beyond that which is set forth in this
20 Agreement. ATTORNEY shall provide and maintain throughout the term of this Agreement his own
21 workspace, tools, equipment and supplies necessary to perform the services set forth herein.

22 8. RECORDS. Records maintained by ATTORNEY shall be sufficient to reflect all
23 direct and indirect costs of services performed pursuant to this contract and the costs associated with the
24 case, including those related to subcontracts and personal service contracts. These records shall include
25 but not be limited to: documentation of any funds expended by ATTORNEY for personal service
26 contracts or subcontracts; documentation of the service rendered under the contract(s); and reports of the
27 time spent by ATTORNEY and each subcontractor or personal service contractor. Notwithstanding any
28 of the above provisions of this paragraph, none of the constitutional, statutory, and common rights and

1 privileges of any client are waived by this contract. ATTORNEYS understand that it is the statutory
2 duty of each attorney appointed in any case to maintain the case file in accordance with the California
3 Penal Code, the Business & Professions Code §6000 et. seq., the State Bar Rules of Professional
4 Conduct and applicable opinions issued pursuant thereto including California State Bar Ethics Formal
5 Opinion Number 2001-157, the California Rules of Court, and any other rules promulgated in the future,
6 or decisions issued by a Court of competent jurisdiction. ATTORNEY acknowledges that upon
7 completion of capital cases, this may mean retention of the file in perpetuity. ATTORNEY shall
8 provide a reasonable means of releasing all client related materials, including but not limited to files,
9 work notes, police reports, investigation reports, and expert reports to ATTORNEY's successor in
10 interest if necessary. ATTORNEY agrees to make available for inspections, without restrictions, all
11 books, statements, ledgers and other financial records for a period of five (5) years from the termination
12 of this Contract.

13 9. HOLD HARMLESS. ATTORNEY shall indemnify and hold harmless the
14 COUNTY of Riverside, its Agencies, Districts, Special Districts and Departments, their respective
15 directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and
16 representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability
17 whatsoever, based or asserted upon any services of ATTORNEY, his agents, employees, or
18 subcontractors, arising out of or in any way relating to this Agreement, including but not limited to
19 property damage, bodily injury, or death or any other element of damage of any kind or nature
20 whatsoever, arising from the performance of ATTORNEY, his agents, employees, or subcontractors
21 from this Agreement. ATTORNEY shall defend, at his sole expense, all costs and fees including but not
22 limited to, ATTORNEY fees, cost of investigation, defense and settlements or awards, the Indemnitees
23 in any legal action (s) or claims(s) based upon such alleged liability.

24 With respect to any action or claim subject to indemnification herein by ATTORNEY,
25 ATTORNEY shall, at his sole cost, have the right to use counsel of his own choice and shall have the
26 right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY;
27 provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits
28 or circumscribes ATTORNEY'S indemnification to Indemnitees as set forth herein.

1 ATTORNEY'S obligation hereunder shall be satisfied when ATTORNEY has provided to
2 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or
3 claim involved.

4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe
5 ATTORNEY'S obligations to indemnify and hold harmless the Indemnitees herein from third party
6 claims.

7 10. INSURANCE: Without limiting or diminishing ATTORNEY'S obligation to
8 indemnify or hold the COUNTY harmless, ATTORNEY shall procure and maintain or cause to be
9 maintained, at his sole cost and expense, the following insurance coverages during the term of this
10 Agreement. As respects to the insurance section only, the County herein refers to the County of
11 Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers,
12 Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional
13 Insureds.

14 10.1 Workers' Compensation: If ATTORNEY has employees as defined by the State
15 of California, ATTORNEY shall maintain Workers' Compensation Insurance (Coverage A) as
16 prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B)
17 including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy
18 shall be endorsed to waive subrogation in favor of the County.

19 10.2 Commercial General Liability: ATTORNEY shall maintain Commercial General
20 Liability insurance coverage, including but not limited to, premises liability, unmodified contractual
21 liability, products and completed operations liability, embezzlement, personal and advertising injury,
22 and cross liability coverage covering claims which may arise from or out of ATTORNEY'S
23 performance of his obligations hereunder. Policy shall name the County as an Additional Insured.
24 Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such
25 insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than
26 two (2) times the occurrence limit.

27 10.3 Vehicle Liability: If vehicles or mobile equipment are used in the
28 performance of the obligations under this Agreement, then ATTORNEY shall maintain liability

1 insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per
2 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply
3 separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the
4 County as an Additional Insured.

5 10.4 Professional Liability: ATTORNEY shall maintain Professional Liability
6 Insurance providing coverage for ATTORNEY'S performance of work included within this Agreement,
7 with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If
8 ATTORNEY'S Professional Liability Insurance is written on a claims made basis rather than an
9 occurrence basis, such insurance shall continue through the term of this Agreement and ATTORNEY
10 shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail
11 Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or
12 prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that
13 ATTORNEY has maintained continuous coverage with the same or original insurer. Coverage provided
14 under items; 1), 2) or 3) will continue as long as the law allows

15 10.5 General Insurance Provisions - All lines:

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

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

1 c. ATTORNEY shall cause his insurance carrier(s) to furnish the County with 1) a
2 properly executed original Certificate(s) of Insurance and certified original copies of Endorsements
3 effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk
4 Manager, provide original Certified copies of policies including all Endorsements and all attachments
5 thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of
6 insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall
7 be given to the County prior to any material modification, cancellation, expiration, or reduction in
8 coverage of such insurance. In the event of a material modification, cancellation, expiration or reduction
9 of coverage, this Agreement shall terminate forthwith, unless the County receives, prior to such effective
10 date, another properly executed original Certificate of Insurance and original copies of endorsements or
11 certified original policies, including all endorsements and attachments thereto evidencing coverages and
12 the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier
13 to do so on its behalf shall sign the original endorsements for each policy and the Certificate of
14 Insurance. ATTORNEY shall furnish the COUNTY with original Certificate (s) of Insurance and
15 certified original copies of endorsements or policies of insurance including all endorsements and any
16 and all other attachments as required in this Section within 15 days of executing this Contract.

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

21 e. ATTORNEY shall pass down the insurance obligations contained herein to all
22 tiers of subcontractor working under this Agreement.

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

25 11. MATERIAL BREACH. Notwithstanding the provisions of Section 2, the failure
26 of ATTORNEY or his agents or employees to comply with the terms of this Agreement and any
27 reasonable directions, by or on behalf of COUNTY, issued pursuant thereto shall constitute a material
28 breach of contract by ATTORNEY, and, in addition to any other remedy authorized by law, COUNTY

1 shall have the right to terminate this Agreement immediately. Failure to exercise this right of
2 termination shall not constitute a waiver of such right, which may be exercised to any subsequent time.

3 At the option of COUNTY, this Contract may be terminated upon the happening of any of the following:

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

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

18 12. CONFLICT OF INTEREST. ATTORNEY shall exercise reasonable care and
19 diligence to prevent any actions or conditions that could result in a conflict of interest. This obligation
20 applies to ATTORNEY, and ATTORNEY'S employees associated with or accomplishing work for
21 ATTORNEY under this contract.

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

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

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

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

7 17. CONTINUITY OF REPRESENTATION. The Parties agree that if the Contract
8 is terminated for any reason, that there will be a need to provide for the existing case through its
9 completion. As to such circumstance, the Parties agree that ATTORNEY will turn over all records and
10 assist new counsel in the transition.

11 18. JURISDICTION, VENUE, ATTORNEY'S FEES. This contract is to be
12 construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the
13 Courts of the County of Riverside, State of California. Should action be brought to enforce or interpret
14 the provisions of this Contract, the prevailing party shall be entitled to attorney's fees in addition to
15 whatever other relief is granted.

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

19 County of Riverside
20 County Executive Office
21 4080 Lemon St. 4th Floor
22 Riverside, CA 92501
23 Attn: Stephanie Persi

ATTORNEY

ATTORNEY

24 DATED: _____

By _____

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DATED: _____

Approval of Compensation Per
Court Policy C.10.4
Presiding Judge, Riverside Superior Court

By _____
Judge Mark Cope

DATED: _____

County of Riverside

By _____
County Executive Officer
(Per Board Order 9/24/13 Item X-XX)

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Indigent Defense Contracts for Extraordinary Death Penalty Cases**

DATE: September 16, 2013

PAGE: 4 of 4

ATTACHMENT B

Rate Structure for Legal Defense in Death Penalty Cases

The following rates apply to felony cases in which The People are seeking the death penalty, and where second counsel may be assigned. Capital cases for which legal representation cannot be provided by the Public Defender shall be compensated at the rates below. For each extraordinary case, the County Executive Office, in consultation with County Counsel, shall determine whether the case falls within Category A, B, C or D below.

Category A. 1 defendant & 1 victim = \$70,000 for lead counsel/ \$35,000 for second chair. The special circumstance is usually limited to Penal Code section 190.2 (a) (17).

Category B. 1+ defendant & 1+ victim & 1 killing incident = \$90,000 for lead counsel/ \$45,000 for second chair. Involves a more difficult or complicated special circumstance of more than one victim killed in the same incident; or complex factual or legal issues in the trial or penalty phase; or more than one defendant which would be considered a Category 1 case if there were only one defendant.

Category C. 1+ defendant & 1+ victim & more than 1 killing incident = \$110,000 for lead counsel/ \$55,000 for second chair. Involves one defendant and more than one victim killed in more than one incident or at different times; may also involve more than one defendant that would be a Category 2 case if there were only one defendant; or may involve a case that is significantly complicated by unusual publicity or notoriety or complex factual or legal issues in the trial or penalty phase.

Category D. Complex and high-profile, with 1+ defendant & 1+ victim & more than 1 killing incident = \$130,000 for lead counsel/ \$65,000 for second chair. These are unique cases that occur infrequently, that receive a great amount of publicity or notoriety, or that involve many victims or incidents. In this category only, a higher amount may be approved with justification for a fee reasonable under the particular circumstances of the case.

Billings are to be submitted to the attention of County Executive Office in writing upon the following schedule: 30% at appointment of counsel or execution of contract; 30% at start of trial; 30% at conclusion of trial; 10% at completion of after-trial duties (including final sentencing, completion of all steps within the power of the attorney to obtain settlement of the record on appeal as required under Penal Code § 1240.1, and the Court's acceptance and approval of the final accounting required by Penal Code § 987.9 for any sums provided pursuant to that section).