

Departmental Concurrence

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



FROM: Executive Office

SUBMITTAL DATE:
 February 16, 2010

SUBJECT: Fourth Amendment to Agreement for Services with Criminal Defense Lawyers

RECOMMENDED MOTION: Approve the Fourth Amendment to Agreement for Services with Criminal Defense Lawyers

BACKGROUND: On February 23, 2010, the Board of Supervisors continued item 3.57c, an agreement with Criminal Defense Lawyers for Indigent Defense services, to the March 16, 2010 board meeting. The existing agreement with Criminal Defense Lawyers (CDL) expired on February 28, 2010. To insure the county meets its obligation to provide indigent defense services until a new agreement is awarded it is necessary to extend CDL's current agreement. The Fourth Amendment with CDL extends the agreement until June 30, 2010 for a not-to-exceed amount of \$15,580,008.00, an increase of \$2.59 million (\$649,167 per month for four (4) months). The amendment will automatically terminate once the Board awards a new agreement for indigent defense.

Dean Deines
 Dean Deines, Deputy County Executive Officer

FINANCIAL DATA

| | | | |
|-------------------------------|-----------------|-------------------------|-------|
| Current F.Y. Total Cost: | \$ 2.59 million | In Current Year Budget: | Yes |
| Current F.Y. Net County Cost: | \$2.59 million | Budget Adjustment: | No |
| Annual Net County Cost: | \$2.59 million | For Fiscal Year: | 09/10 |

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: Bill Luna
 County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried,
 IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: Buster
 Date: March 2, 2010
 xc: E.O.

Kecia Harper-Ihem
 Clerk of the Board
 By: [Signature]
 Deputy

Prev. Agn. Ref.: #3.57c 2/23/10 District: 1, 2, 3, 5 Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.32

1 **FOURTH AMENDMENT TO AGREEMENT FOR SERVICES**

2 (COUNTY and Criminal Defense Lawyers)

3 That certain Agreement between the COUNTY OF RIVERSIDE ("COUNTY") and
4 Criminal Defense Lawyers ("ATTORNEYS") entered into on July 15, 2008 Agenda Item No.3.13, for
5 Indigent Defense services, in the Superior Court , Western and Mid-County Division (including
6 Southwest Justice Center), first amended on May 12, 2009 as Item 3.07, amended for the second time on
7 September 29, 2009 as item 3.16, amended for the third time on November 24, 2009 as Item 3.80, is
8 hereby amended for the fourth time, effective as of February 28, 2010, as follows:

- 9 1. To amend Section 2. TERM OF PERFORMANCE by replacing the entire section to read as
10 follows: This Contract shall take effect July 1, 2008, and continue in effect to and including
11 June 30, 2010, unless terminated sooner as provided herein. Additionally, the Contract shall
12 automatically terminate upon the award of a new contract for Indigent Defense services in
13 the Superior Court, Western and Mid-County Division"
- 14 2. To amend Section 3. SCOPE OF SERVICES, subsection 3.1 to read as follows:
15 "The Parties agree that the total number of cases is uncertain as is the complexity of those
16 cases. As a performance range, the Parties agree that **between 5126 and 6264 Felony cases,**
17 **between 3646 and 4456 Misdemeanor cases, between 4844 and 5920 Violation of**
18 **Probation cases** and an indeterminate number of **Miscellaneous** cases will be assigned to
19 ATTORNEYS during the contract term, including:
- 20 a) All felony matters ~~fix~~ed in the Riverside and Mid-County Superior Courts and
21 represented through final judgment including no more than six (6) special circumstance
22 cases in which the People are seeking the death penalty and where second counsel (Keenan
23 counsel) may be assigned;
- 24 b) No more than twenty-eight (28) other special circumstance cases;
- 25 c) In all Riverside and Mid-County Courts, misdemeanors, all violation of probations and
26 miscellaneous cases, and all cases wherein the Office of Public Defender has declared their
27 unavailability based on "overload."
28

d) Should this Contract automatically terminate pursuant to award of a new contract under Section 1. above, the case ranges to have been performed during this contract will be pro-rated, and figured based on a determination of what a monthly range would equal, and then calculating the number of months, and days of any month, that services were to be performed."

3. To amend Section 7. COMPENSATION to read as follows:

"The contract cost for cases specified in Section 3.1 a), b), and c) shall be a maximum of **\$15,580,008.00** plus costs as set forth in Section 8.herein. COUNTY shall pay ATTORNEYS up to the sum of **\$649,167.00** per month paid in arrears. This compensation does not include felonies wherein the Public Defender has declared "overload" under Section 3.1 d), which shall be paid on a per case basis as provided in Section 7.1."

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

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

COUNTY OF RIVERSIDE

By Marion Ashley
Marion Ashley
Chairperson, Board of Supervisors

Date MAR 2 2010

ATTORNEY

By Steve A. Harmon
Steve Harmon, Esq.

Date 2-24-10

By Paul Grech
Paul Grech, Esq.

Date 2-24-10

ATTEST:
Kecia Harper-Ihem, Clerk

By Theresa Thompson
Deputy

FORM APPROVED, COUNTY COUNSEL
BY: Y. Victor 2/25/10
MARSHAL VICTOR DATE

MAR 2 2010 3.32