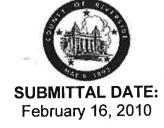


SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Executive Office

Calminal Defense Leveyous



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.

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	2 2 2	FINANCIAL	Current F.Y. Total Cost: Current F.Y. Net County Cost: Annual Net County Cost:	\$2.59 million Budg	rrent Year Budget: et Adjustment: iscal Year:	Yes No 09/1
	Theorem.	SOURCE OF FUI	NDS: Indigent Defense bud	jet je če	Positions To Deleted Per A Requires 4/5 V	\-30
	ES .	C.E.O. RECOMM		APPROVE A	green of a granization w	ięża
☐ Consent ☐ Policy	Policy	County Executiv	e Office Signature	BY: BillyLuna	gu-	510, :
	⊠					Augg Ograv
	Consent	# 08-10 10 feb 1990	MINUTES OF THE	E BOARD OF SUPE	RVISORS	
		On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.				
		Ayes: Nays:	Tavaglione, Stone, Beno None	it and Ashley	Kecia Harper-Ihem	,
To the second	ð. 3.	Absent:	Buster March 2, 2010		Clerk of the Board	Also.
ecomm.:	ic. Ofc.:	xc:	E.O. 33113.	3 3 3 3 3 3 3 3	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

FOURTH AMENDMENT TO AGREEMENT FOR SERVICES

(COUNTY and Criminal Defense Lawyers)

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

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

Kecia Harper-Ihem, Clerk

- 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 prorated, 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. <u>COMPENSATION</u> 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	ATTURNEY
By Marion Ashley Chairperson, Board of Supervisors	By Lleve A. Harmon Steve Harmon, Esq.
DateMAR 2 2010	Date 2-24-10
	By Paul Grech, Esq. Date 2-24-10

FORM APPROYED COUNTY COUNSEL

BY: 4/25/10

MARSHAL VICTOR

DATE

MAR 2 2010 3,32