

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

1000



FROM: Purchasing and Fleet Services Dept.

SUBMITTAL DATE:  
August 18, 2010

SUBJECT: APPROVAL OF THE REQUEST FOR PROPOSAL TO BE RELEASED FOR INDIGENT  
DEFENSE SERVICES FOR THE EXECUTIVE OFFICE

RECOMMENDED MOTION: That the Board of Supervisors:

Approve the release of the attached Request for Proposal EOARC019 for Indigent Defense  
Services in accordance with Ordinance 459.4.

Departmental Concurrence

**BACKGROUND:** On February 23, 2010, the Board approved the contract with Criminal Defense  
Lawyers through December, 31, 2010 to provide legal defense services to indigent defendants of  
Riverside County. Included with that approval was the direction to the Executive Office and  
Purchasing Department to issue a new Request for Proposal (RFP) for services beginning January 1,  
2011. The Purchasing Department in cooperation with the County Executive Office has drafted the

(Continued on Page 2)

ROBERT J. HOWDYSHHELL, Director  
Purchasing and Fleet Services Dept.

FINANCIAL DATA	Current F.Y. Total Cost:	\$ n/a	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ n/a	Budget Adjustment:	No
	Annual Net County Cost:	\$ n/a	For Fiscal Year:	10/11
SOURCE OF FUNDS: N/A				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:   
Dean Deines

County Executive Office Signature

Policy ☒ Policy ☒  
Consent ☐ Consent ☐

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: August 31, 2010  
xc: Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

Prev. Agn. Ref.: 3.57c, Dated 2/23/10 District: All Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.67

**BOARD OF SUPERVISORS****FORM 11: APPROVAL OF THE REQUEST FOR PROPOSAL TO BE RELEASED FOR  
INDIGENT DEFENSE SERVICES FOR THE EXECUTIVE OFFICE****PAGE 2****BACKGROUND CONTINUED**

attached RFP to solicit proposals from legal entities, including individual attorney, contractual partnership, a limited partnership, a corporation or other legally cognizable entity, including local Bar Associations, and public agencies, for the representation of those indigent defendants for whom the Riverside County Law Office of the Public Defender declares a conflict of interest. These would be indigent defendants charged with both criminal misdemeanors and felonies.

The area serviced under the solicitation will be all branches of the Riverside Superior Court across three distinct regions: Western Riverside which includes Riverside, Corona, Banning, and Moreno Valley Courts; Mid-County which includes Hemet, Temecula, the Southwest Justice Center, and East County, which includes Indio and Blythe. Matters to be handled include violation of probation hearings, misdemeanors, and felonies (including capital penalty cases when the Public Defender and Capital Public Defender Offices declare a conflict), as well as other miscellaneous appointments by the Court, wherein the Public Defender has declared a conflict and the defendant/party meets the Public Defender indigency standard, which is consistent with 45 Code of Federal Regulations 1611 et seq.

In order to provide the best qualified evaluators for this RFP, the County has confirmed with Public Defenders from Sacramento Public Defender's Office, San Mateo County, and Sonoma County to participate in the evaluation process; however, should any of the designated evaluators recuses themselves from the evaluation process before completion, the Purchasing Agent shall reserve the right to find replacement evaluators with equal or better qualifications.

**REVIEW/APPROVAL**

County Counsel concurs with this request.

**REQUEST FOR PROPOSAL # EOARC-019  
LEGAL INDIGENT CRIMINAL DEFENSE SERVICES**



By:  
Lisa Boerner, Sr. Procurement Contract Specialist  
Riverside County Purchasing & Fleet Services  
(951) 955-4937 / (951) 955-3730 (fax)  
Email: [Lboerner@co.riverside.ca.us](mailto:Lboerner@co.riverside.ca.us)

NIGP Code: 96149

**NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS  
STATED IN THIS REQUEST FOR PROPOSAL**

## TABLE OF CONTENTS

Content	Page
Instruction to Bidders-----	3
Proposal Cover Page-----	4
<b>Appendix A</b>	
1.0 Definitions -----	5
2.0 Program Overview -----	5
3.0 Scope of Service -----	6
4.0 Statement of Work Requirements -----	7-10
5.0 Work Product -----	10
6.0 Timeline -----	11
7.0 Period of Performance -----	11
8.0 Proposal Submittal-----	11
9.0 General Requirements-----	12
10.0 Required Format of Proposals -----	12-16
11.0 Evaluation Criteria-----	16
12.0 Evaluation Process-----	16
13.0 Interpretation of RFP -----	16
14.0 Contractual Development-----	17
15.0 Cancellation of Procurement Process -----	17
16.0 Confidentiality and Proprietary Data-----	17
Exhibit A - Cost Proposal Sheet -----	18
Exhibit B – Sample Agreement-----	19-40
Exhibit C –Monthly Report-----	41
Exhibit D – Letter of Intent-----	42
Exhibit E – Local Preference-----	43

## INSTRUCTIONS TO BIDDERS

Visit our Website: [www.purchasing.co.riverside.ca.us](http://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](http://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 non-responsive.
  - 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](http://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 the Clerk of the Board of Supervisors, 4080 Lemon Street, First Floor, Riverside, CA 92501 **by 1:30 p.m.** on the closing date listed above. Bid responses not received by County Purchasing 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 Contractor 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. Contractor agrees to maintain such records for possible audit for life, or until closure of pending matter unless a longer period of records retention is stipulated. Contractor 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 Contractor 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](http://www.purchasing.co.riverside.ca.us) to access these terms and conditions**

☒ APPENDIX "A"      ☒ EXHIBIT (A-E)      ☐ PLANS/DRAWINGS      ☐ SAMPLES  
☒ #116-260      Local Business Qualification Affidavit

### Proposal Cover Page

#### BIDDER TO COMPLETE ALL APPLICABLE AREAS

Bidders are required to register (If not already registered) on the County of Riverside Purchasing website:

[WWW.PURCHASING.CO.RIVERSIDE.CA.US](http://WWW.PURCHASING.CO.RIVERSIDE.CA.US)

The County of Riverside Purchasing Department on behalf of the County Executive Office is soliciting proposals from qualified firms to provide Legal Indigent Criminal Defense Services as detailed in Appendix A.

There will be a (Non-Mandatory) bidders meeting to be held on:

Date: September 16, 2010

Time: 9:00 a.m.

Location:

County of Riverside  
Purchasing and Fleet Services  
Located in Back Building  
2980 Washington  
Riverside, CA 92501

BID CLOSING DATE: October 6, 2010 no later than 1:30 pm.

**NO FAXED PROPOSALS WILL BE ACCEPTED**

**After close of this RFP, the award may be announced within 30- 120 days. If an addendum is issued for this procurement, it will be the Bidder's responsibility to retrieve all applicable addendum(s) from the Purchasing website.**

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Company  
Name:

Street Address:

Mailing Address:

City: State: Zip:

Remit to Address:

City: State: Zip:

Phone # ( )

FAX # ( )

Vendor Website:

Name: Title:

Signature: Date: Email:

Please Check ☐ Disabled Veteran or ☐ Local Business – if checked, the above signer certifies that the above business is located within the geographical boundaries of Riverside County and that all sales taxes generated based on this RFP will be credited to that location in Riverside County. Form 116-260 must be completed and submitted with the Bidder's proposal

**APPENDIX A  
SCOPE OF SERVICE  
INDIGENT LEGAL SERVICES**

**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. "Contractor" 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, Contractor and Bidder are used interchangeably.
- F. "MQs" shall mean minimum qualifications.
- G. "COUNTY" shall mean the County of Riverside. For purposes of this RFP, Executive Office (E.O.) and County are used interchangeably.
- H. "Report" shall mean written report.
- I. "VOP" shall mean Violation of Probation.

**2.0 PROGRAM OVERVIEW**

**2.1 Introduction**

The County of Riverside Purchasing Department on behalf of the Riverside County Executive Office is soliciting proposals from legal entities, including an individual, contractual partnership, a limited partnership, a corporation or other legally cognizable entity, (whose relationship is not solely defined by a contract with the County), including local Bar Associations and public agencies, for the representation of those indigent defendants for whom the Riverside County Law Office of the Public Defender declares a conflict of interest. These would be indigent defendants charged with both criminal misdemeanors and felonies.

**2.2 Purpose**

The area serviced under the solicitation will be all branches of the Riverside Superior Court across three distinct regions: Western Riverside which includes Riverside, Corona, Banning, and Moreno Valley Courts; Mid-County which includes Hemet, Temecula, the Southwest Justice Center, and East County which includes Indio and Blythe. Matters to be handled include violation of probation hearings, misdemeanors, and felonies (including capital penalty cases when the Public Defender and Capital Public Defender Offices declare a conflict), as well as other miscellaneous appointments by the Court, wherein the Public Defender has declared a conflict and the defendant/party meets the Public Defender indigency standard, which is consistent with 45 Code of Federal Regulations 1611 et seq.

### 2.3 Populations to be Served/Caseload Data

The following is the number of conflicts declared on new filings only. These are on adult cases and do not include juvenile cases. The data does not include violations of probation, and it does not include multiple counting of cases after warrant arrests arising from a client's failure to appear. These numbers also do not include overload.

#### 2009 Conflicts Declared

Felony Conflicts:	Riverside (including Banning)	988 cases
	Southwest Justice Center	488 cases
	East County/Desert Region	600 cases
	Total	2076 cases

Misdemeanor	Riverside (including Banning)	475 cases
	Southwest Justice Center	277 cases
	East County/Desert Region	300 cases
	Total	1052 cases

The total number of conflicts declared in calendar year 2009 in adult criminal cases countywide was 2076 felony cases and 1052 misdemeanor cases.

### 3.0 SCOPE OF SERVICE

- 3.1 The successful bidder(s) will administer defense services and provide attorneys and such other services as are necessary to assure constitutionally effective assistance for the indigent criminal defendants or parties in criminal actions to which attorneys are appointed by the Court. The caseload will include all defendants for whom the Public Defender declares a conflict of interest and may include multiple defendants in the same case, necessitating provision of conflict free counsel and investigative services on behalf of each defendant or party represented.
- 3.2 The bidder shall administer and ensure the provision of the services described in paragraph 3.1 in a manner consistent with constitutionally effective assistance of counsel, including but not limited to all necessary court appearances for the defendant/party, motions, writs, trials, preliminary hearings, violation of probation hearings, report and sentencing, and legal research. All services shall be provided in a manner consistent with the Performance Guidelines for Criminal Defense Representation of the National Legal Aid and Defender Association as included in the contract for service by the awarded bidder (Exhibit B: Sample Agreement). Contractor is solely responsible for the performance expectations of the contract. In the case of multiple conflicts of interest, or in the other cases where more than one attorney must represent separate defendants, all services must be provided in a fashion consistent with the Rules of Professional Conduct for attorneys in California and be free of conflicts of interest including, but not limited to, those addressed in Castro v. Los Angeles County Bd. Of Supervisors (1991) 232 Cal. App. 3d 1432, People v. Christian (1996) 41 Cal. App. 4<sup>th</sup> 986, and People v. Barboza (1991) 29 Cal. 3d 375. In each bid submitted, the bidder must describe in detail the manner in which the requirements of this paragraph will be met.
- 3.3 In the event that the bidder is obligated to provide services in a case for which there are unusual, unpredictable, and unforeseeable expenses, the bidder may request additional compensation from the County. Such cases shall generally be limited to extremely protracted felony trials and rare and unusual



facts or legal issues. Such cases would involve those with more than three defendants, extraordinary change of venue cases involving extreme expense, and highly unusual legal issues that require protracted trials, or multiple pre-trial appellate issues. Such cases do not necessarily include those with serious charges, those requiring pre-trial appellate review or those with severe potential serious charges, or those with severe potential sentences. It is intended that this provision apply to rare unforeseeable situations that fall well outside the normal and typical scope of defense representation and may never occur during the course of the contract. A request for additional compensation must be supported by a specific showing that effective assistance of counsel could not be provided in the absence of additional funds. The request must also include a specification of the amounts of anticipated extra expenses and an itemization of services that will be provided.

- 3.4 Contract attorneys must be available to the court during all business hours and thus avoid court delay. The County will only consider responses from entities that guarantee to have competent counsel on site and available for appointment during the normal business hours of the Court and the entity must maintain offices (physical locations) opened sufficient hours to provide necessary service to indigent defendants.
- 3.5 Contractor and all subcontract attorneys shall be required to maintain active membership in the State Bar of California. Contractor is required to send a list of all attorneys to County at the beginning of each Fiscal Year. Contractor shall, during the term of the contract report to the County Executive Office any pending disciplinary matter within 24 hours of becoming aware of it.
- 3.6 Selected Contractor(s) shall be subject to and comply with Federal, State, and local laws, as well as with all applicable regulations and ordinances for the provision of indigent defense under any resulting contract, including but not limited to, licensing and employment, and non-discrimination.

#### **4.0 STATEMENT OF WORK REQUIREMENTS**

- 4.1 Contractor will provide complete defense services in each case to which Contractor is appointed during the term of the contract. Contractor will complete the representation of all clients and cases appointed under the contract even after the contract term expires. If a case begins during a contract and continues beyond the termination of the agreement there will be no additional payments unless the provisions of 3.2 apply.
- 4.2 County desires continuity of representation at all stages of the case, or vertical representation. Vertical representation promotes efficiency, thoroughness of representation and positive attorney client relationships. Bidder agrees to make reasonable efforts to utilize the initial attorney assigned to a client throughout each case. This does not prohibit selected Contractor from making reasonable changes if it is in the best interest of the defendant. County recognizes that the quality of representation depends on a number of factors, including, but not limited to: the charge, the particular proceeding, and the qualifications and experience of the attorney representing the defendant. Nothing in this Request for Proposal prohibits the bidder from structuring the bid to allow for the best interests of the defendant and promoting efficiencies. Bidder may determine that assigning a single attorney or multiple attorneys to handle an aspect of legal proceedings for all clients is the most effective mode of representation.
- 4.3 Bidder shall provide a list of the names and resumes of every attorney to be employed or with whom the Contractor will subcontract, specifying which court each will service (e.g. Western Riverside, Mid-County, East/Desert Region) the type/s of cases to which attorney will be assigned, and setting out generally each attorney's qualifications. Attorneys handling special circumstance/capital cases shall

have the necessary training, experience, and continuing education as required by law. Bidder is **NOT** required to provide County with the names of the attorneys until the bid has been accepted by the County, and with the understanding that the contract will only be finalized with the bidder upon approval by County of the attorneys listed as submitted.

- 4.4 Bidder shall specify who will act as the administrator if awarded the contract. Bidder shall also indicate what portion (specific dollar amount) and percentage of the total cost of the contract will be spent on administrative fees and overhead charges.
- 4.5 Bidder shall provide a quality assurance plan in which as Bidder specifically describes the processes by which it delivers effective assistance of counsel to indigent defendants in Riverside County by addressing the following:
- a. Plan for independent oversight and monitoring the quality of representation.
  - b. Plan for case management and case management tracking system.
  - c. Plan for observation and assessment of attorney including, but not limited to, monitoring of time and caseload records.
  - d. Guidelines for client contact, notification of appointment, and initial client interview.
  - e. Guidelines for court appearances and responsiveness to Court system.
  - f. Plan to assure that all attorneys who provide services on behalf of bidder complete relevant general professional training or training specific to the particular types of cases they handle.
  - g. Plan to avoid the creation or the appearance of conflicts of interest.
  - h. Guidelines for monitoring and handling continuances.
- 4.6 County seeks to enhance the system by which performance under contracts is monitored and evaluated. This system includes elements that assure the quality, timeliness, and cost effectiveness of services and provides documentation of accountability based on performance measures and the achievement of desired outcomes. Successful bidders will be obligated to support County in the further development of this system during the period of the contract. To this end, County requests that Contractor propose initial performance measures and monitoring guidelines for all attorneys that would be used to determine the quality of services rendered to clients and to the Court. Performance measures and monitoring guidelines will be included in the contract.
- 4.7 Contractor will be compensated for services on a monthly basis, in arrears. Expenses for ancillary services will be paid to the Contractor on a monthly basis, in arrears. Contractor may request that the first month's payment of ancillary trust fund expense monies be paid in advance. In the proposal, Contractor must provide assurance that said Contractor can operate under provisions of the agreement and meet financial obligations without requesting expedited payments or special handling of reimbursement requests.
- 4.8 General Compensation. Elements of service to be considered in quoting compensation for legal services are: attorney services, paralegal services, attorney training, office overhead such as phone, rent, routine in-house photocopying, office staff, interviewers, social workers, employment related expenses, office equipment and supplies, books or other research materials, bank charges for maintaining trust account funds, yearly audit cost, and all other elements of cost not clearly included in the trust account funds. As noted in item 4.4, Bidder must provide cost and share of cost/percentage that is allocated for administration of services being bid.

- 4.9 Except in cases to which Penal Code §987.9 applies, law clerk and paralegal services are an element of legal services and thus part of the general responsibility of the Contractor, and would not be considered an ancillary service that should be paid with trust account funds. Such services shall be performed in accordance with the requirements of Business and Professions Code §6450.
- 4.10 Ancillary Services paid from Trust Account Funds. Effective assistance of counsel includes certain ancillary services such as medical and psychiatric examinations, investigative services, expert testimony, forensic services, language interpretation, and discovery costs that are reasonably necessary to ensure constitutionally effective assistance of counsel and which are outside of the professional responsibility or competence of attorneys. Ancillary expenses will be paid out of a trust fund established by the Contractor and funded through the contract with the county. Contractors will be expected to submit their policies and procedures for trust fund expenditures within 10 days of any resulting contract.
- 4.11 Routine discovery requested/received from the Riverside County District Attorney's Office should not be included when calculating the cost of ancillary services.
- 4.12 Investigation services must be performed by a licensed investigator or by an employee of a licensed investigator who is working for compensation to complete the hours necessary to become licensed, and under the supervision of the employer (see California Business and Professions Code §7523).
- 4.13 Payment for all ancillary expenses will be maintained by Contractor in a separate bank account wherein County is named as the designated beneficiary of the fund. All monies paid for expenses are the sole property of the County and as such are returnable to County on demand. Any interest accrued to this account remains the property of County. Said expense money is to be spent as specified in the contract and shall be subject to yearly audits at Contractor's expense.
- 4.14 Extraordinary costs of specialized and/or professional services may be obtained only upon prior written application to the County and will be paid upon a specific showing of need. Routine professional services are considered normal contract expenses included in the trust fund portion of the contract except as otherwise specifically provided.
- 4.15 Contractor shall maintain receipts for all expenses paid out of the trust account. The receipts shall delineate the defendant's name, case number, the provider, services provided, address of provider, hourly cost, breakdown of charges, any installment payment, other relevant information, total amount billed, and signature of the person authorizing the payment. A log of these receipts will be submitted to County monthly along with an invoice from Contractor requesting payment for the Trust Account. The invoice and receipts are due no later than the 10<sup>th</sup> of the month following the month during which expenditures were made. Contractor shall maintain accounts and records, which sufficiently and properly reflect and identify the direct costs of the representation (investigative, expert and other direct trust fund costs). Contractor shall submit monthly detail of the trust fund disbursement by category; this is required even if the Contractor is not requesting additional funds for the trust account. Each disbursement shall identify the case for which it was expended. Contractor shall submit all report(s) in a format approved by the County
- 4.16 Contractor shall be required to assist in the recovery of fees and funds pursuant to Penal Code Sections 987.5, 987.8(b), (c), 987.81 and 4750. Each bid shall describe the fashion in which this will be accomplished.

- 4.17 Detailed data is essential to an effective performance management system and to contract compliance. Contractor shall be required to submit the following written reports as described in the following points A and B, at times designated by County. Failure to submit such reports may be considered justification for withholding payment until the reports are submitted.
- A. Contractor shall be required to maintain statistics and submit a monthly written report to the County Executive Office. This Monthly Report, (see Exhibit C) shall be submitted along with an invoice. It will be reviewed and approved at the Executive Office before the reimbursement request is forwarded to the Auditor/Controller's office. The monthly report shall be submitted to the County Executive Office in the format provided by the County and along with an invoice is due by the 10<sup>th</sup> of the following month. Failure to submit such report with the invoice will ensure that the Contractor is not paid.
  - B. Contractor shall submit quarterly written reports as required by County for implementation or follow up of Quality Assurance and Performance Management system. An example of quality assurance would be submission of the mandatory legal education units any attorneys have taken during the quarter.
- 4.18 Contractor shall retain client files in the manner of and for the time period required by California State Bar Ethics Formal Opinion Number 2001-157. Contractor shall provide a reasonable means of releasing all client related materials, including but not limited to files, work notes, police reports, investigation reports, and expert reports to Contractor's successor in interest.
- 4.19 Contractor's books and records pertaining to the contract shall be audited by an outside auditor a minimum of once every twelve months, and at the end of the contract period, at Contractor's expense. County may audit or inspect Contractor's books and/or financial records relating to the contract at any time during working hours upon reasonable notice. Additionally, the County Auditor Controller may audit the Contractor's books and records as part of an indigent defense internal audit. This financial and management audit is in addition to the annual audit of the trust accounts.
- 4.20 Exhibit A lists the proceedings for which proposed compensation should be stated. Exhibit A lists average recent caseload data; however County cannot specify the exact number of cases that will be assigned to Contractor. Proposals may be submitted for providing services for all case types/proceedings or only selected case types/proceedings. A "case" is a single charge or set of charges concerning a defendant in one court in one proceeding. A Violation of Probation is not considered an individual case.
- 4.21 Contractor's bid may have more than one plan for compensation. In determining the bid(s), Contractor should consider the following: 1) the number of cases is somewhat uncertain; 2) the contract period is 12 months, renewable up to two additional years; 3) a clear delineation between what the compensation and what is paid out of the trust account; 4) the type(s) of cases for which the Contractor is bidding.
- 4.22 The provisions of the draft contract in Exhibit B are incorporated herein and should be addressed as part of the Statement of Work submitted by a Contractor.

## **5.0 WORK PRODUCT**

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:**

1. RELEASE OF REQUEST FOR PROPOSAL	<b>September 2, 2010</b>
2. NON-MANDATORY BIDDERS MEETING Please refer to page 4 of this RFP for the location.	<b>September 16, 2010 9:00 a.m.</b>
3. DEADLINE FOR SUBMISSION OF QUESTIONS Email: Lboerner@co.riverside.ca.us Fax: 951-955-3730	<b>Must be in the form of an Email or Fax by the close of business no later than 5:00 PM on:</b>  <b>September 23, 2010</b>
4. EXHIBIT D-LETTER OF INTENT	<b>Due Date: September 30, 2010 Riverside County Administrative Center Clerk of the Board of Supervisors 4080 Lemon Street, 1st Floor Riverside, CA 92501 RFP# EOARC-019</b>
5. DEADLINE FOR PROPOSALS	<b>Date: October 6, 2010 Time: 1:30 PM Riverside County Administrative Center Clerk of the Board of Supervisors 4080 Lemon Street, 1st Floor Riverside, CA 92501 RFP# EOARC-019</b>
6. TENTATIVE DATE FOR AWARDED RFP Approximately 30 to 120 days after the RFP closes. The County of Riverside expects to have a vendor in place on or before January 2011.	The Bidders are responsible for checking the Purchasing website for notice of intent to award at: <a href="http://www.Purchasing.ca.riverside.ca.us">www.Purchasing.ca.riverside.ca.us</a>

**7.0 PERIOD OF PERFORMANCE**

The anticipated period of performance for any resulting contract will be a twelve month period, renewable in one-year increments for up to three years.

**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 six (6) additional copies, each proposal in a 3 ring binder, and one (1) (Microsoft Word or PDF document formatted on a virus free CD or flash drive), shall be submitted. Faxed or emailed proposals will not be accepted.**

**ALL BIDS MUST BE SENT OR DELIVERED TO:**

Riverside County Administrative Center  
Clerk of the Board of Supervisors  
4080 Lemon Street, 1st Floor  
Riverside, CA 92501  
**RFP# EOARC-019**

## 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 should 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 (Page 4 of this RFP)
- 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 (page 4 of this RFP) must be signed by an authorized representative. Signature by an authorized representative of the organization on the proposal cover page shall constitute a warranty, the falsity of which 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 through 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. Brief history of the bidder's firm.
  - b. The number of years in business under the present business name, as well as prior business names.
  - c. Number of years 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 staff, proposed number of staff/subcontractors to provide services.
  - f. Location of the Riverside County office/s.
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:

A written general understanding to the requirements in the scope of services as detailed in the RFP, Appendix A, Points 1.0-4.21, including:

- a. A detailed work plan or description of the services the bidder will be providing, include those types of cases and geographical areas in the narrative.
- b. Precise detail on bidder's contract reporting mechanisms as they relate to required reports outlined in the RFP.
- c. A complete description of how the interaction between the bidder's company 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.
  - i. Provide details of your firm's general policy guidelines when addressing the needs of indigent misdemeanor clients.

- ii. Provide details of how each case will be monitored.
  - iii. Describe the bidder's company policies regarding this contract to ensure proper compliance and quality assurance.
  - iv. Provide details for ensuring that attorneys attend criminal and defense law courses required.
  - v. Provide a sample narrative of handling/assignment of the following cases:
    1. Adult felonies
    2. Adult misdemeanors
    3. Adult violations of probation
    4. Miscellaneous
  - vi. Provide the bidder's company background checking procedures and company utilized.
- d. Describe the bidder's legal capabilities and background for this service/project.
  - e. Provide letter of agreement/contract or supporting document/s used to ensure that any subcontractors understand the requirements of the agreement to provide service as well as the compensation that will be provided based upon specific contractual services.
  - f. Provide details on the handling and processing of requests for investigative and expert services.
  - g. Provide details of any termination in whole or in part or any corrective action under prior contracts of this nature.
  - h. Provide details of contractor or subcontracting attorney who has ever been disciplined by the State of California Bar Association.
  - i. Provide details of contractor or any subcontracting attorney who has been removed from a case because of a court finding of ineffective assistance of counsel.
  - j. Provide details of contractor or any subcontracting attorney who has been sanctioned by a court for any reason.
  - k. Provide a statement that the bidder will not expect preferential treatment, including but not limited to payment during the month of service, expedited payments and asking County make arrangements so as to provide Contractor with warrants.
  - l. Provide a statement how bidder will work with auditors from private firms, as well as those from the County.

**E. Cost Proposal**

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

Bidders may also include any other documents as information to explain the proposed costs. Proposals must fully describe all costs and charges to County as part of this project. As stated in the Cost Proposal Sheet, bidders must provide fully inclusive blended rates, which include all of the bidders' project-related or supported expenses. All proposals must include a definition of the administrative/overhead costs which will be charged and what percentage of the bid those costs represent.

Describe how costs will be controlled and properly identified with 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 any contract as well as all of those 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. Include supporting information that the person who will act as the contract administrator has experience managing contracts for service.

Bidder shall specifically provide the following information on all employees and subcontractors:

1. Description of education;
2. General legal experience;
3. Criminal defense experience and education or related experience;
4. Letters of reference if available;
5. Courts in which cases have been tried;
6. 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. References cannot include Riverside County Elected Officials, Riverside County Department Heads/Directors, or any present or past member of the staff at the requesting agency as a reference. However, references can include other county agencies that are not participating in this RFP.

Each reference shall include:

1. Dates of work performed.
2. Current contact person, company, address, and email and telephone number for each reference identified.
3. Describe recent similar projects that are equivalent to the deliverables listed in this RFP. 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.
4. 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. Financials should provide sufficient detail to assure the County of Riverside that bidder can support services being offered and as a Contractor the firm will not seek early payment for services delivered, expedited payments or checks delivered by any means other than regular mail through the County Auditor/Controller's Office.

Please place financials in a separate envelope and mark "Confidential" if your firm requires this to be kept confidential. After evaluation of bidder's financials, County will return the confidential financial information, therefore, please provide a self-addressed stamped envelope. The County cannot 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.

**11.0 EVALUATION CRITERIA**

11.1 Proposals may be evaluated based on the criteria listed below, including 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 reviews. All contacts during the procurement process, review and selection phases will be only through the Purchasing Department. Attempts by the Bidder to contact any County representative (including elected officials) other than the Purchasing department regarding this procurement process, may result in disqualification of the Contractor. All evaluation material will be considered confidential and not released by the County. **The County reserves the right to split or make the award/s that is/are most advantageous to the County.**

**13.0 INTERPRETATION OF RFP**

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Contractor 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 submitted to the County. Any changes to the RFP will be made only by written addendum and posted on the Purchasing website at [www.purchasing.co.riverside.ca.us](http://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](http://www.purchasing.co.riverside.ca.us). It is the bidders' responsibility to check the website for any updates.

#### **14.0 CONTRACTUAL DEVELOPMENT**

If a proposal is accepted, the County will enter into a contractual agreement with the selected Contractor/s. The provisions of the County contract to be used for this project are attached as Exhibit B, incorporated by reference, and as part of the standard. If an agreement cannot be reached, negotiations with the second ranking Contractor shall commence.

The following contractual (Exhibit B of this RFP) terms are non-negotiable:

1. Hold Harmless
2. All insurance terms
3. Termination
4. Reporting and invoicing requirements

#### **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 Contractor; otherwise, the Contractor 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 that may include but are not limited to:

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

Region	Case Type	Estimated Average Opened Cases per Year	Annual Compensation	Annual Ancillary Expense	Total Annual Cost	Option Per hour Rate Beyond Compensation Costs
Western County	Adult felonies	988				
Western County	Adult Misdemeanors	475				
Western County	TOTAL Western	1463				
Mid-County	Adult felonies	488				
Mid-County	Adult Misdemeanors	277				
Mid-County	TOTAL Mid-County	765				
Desert	Adult felonies	600				
Desert	Adult Misdemeanors	300				
Desert	TOTAL Desert	900				
		Total Contract				
		Professional Discount				
		Total Bid				

**EXHIBIT B  
SAMPLE AGREEMENT**

**This contract is only a sample and will be adjusted accordingly for the court regions and case types being contracted for service as appropriate.**

for

**CRIMINAL DEFENSE AGREEMENT**

between

**COUNTY OF RIVERSIDE**

and

**(INSERT COMPANY NAME)**



## CONTRACT TO PROVIDE LEGAL SERVICES.

THIS CONTRACT is made this \_\_\_\_ day of \_\_\_\_\_, 2011, between the County of Riverside (hereinafter "COUNTY") and (Insert Attorney business name), (hereinafter "ATTORNEYS"), for Indigent Defense services to be provided in the Superior Court of the County of Riverside, Mid and Western County Regions, not including Blythe, Indio or Palm Springs, as set forth herein.

### RECITALS

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

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

WHEREAS, the County currently thinks it is in the public interest in circumstances where the Riverside County Law Office of the Public Defender declares a conflict of interest, 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 individuals; and

NOW, THEREFORE, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES. COUNTY contracts with ATTORNEYS to provide legal representation for indigent parties in the Superior Court of the County of Riverside, Mid and Western Regions, when appointed by the Court as required by law, after a determination that a conflict of interest exists which causes the Law Office of the Public Defender to be unable to represent the defendant, or the Law Office of the Public Defender is relieved by the Court for extraordinary reasons, except for those cases enumerated in Section 6.

1.1 Indigent party(ies) means a defendant or defendants charged with a crime and unable afford hiring private counsel.

2. TERM OF PERFORMANCE. This Contract shall take effect January 1, 2011, and continue in effect to and including (Insert end date here), unless terminated sooner as provided herein.

3. SCOPE OF SERVICES. ATTORNEYS shall assume full responsibility for furnishing counsel necessary to provide daily representation in the various divisions and departments of the Courts within the Mid and Western County Region, wherever the cases may eventually be set for trial within the County of Riverside, and pursuant to the terms of this contract and in compliance with Appendix A, attached hereto and incorporated herein. For the

purpose of providing such professional legal services, ATTORNEYS, at ATTORNEYS' 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 The Parties agree that the total number of cases is uncertain as is the complexity of those cases. As a performance range, Parties agree that between 1543 and 1705 Felony cases, and between 787 and 869 Misdemeanor cases, and an indeterminate number of Violation of Probation cases and Miscellaneous cases will be assigned to ATTORNEYS during the term of this contract including:

(a) All felony matters filed in the Riverside and Mid-County Superior Courts and represented through final judgment;

(b) No more than fourteen (14) special circumstance cases where the People are not seeking death;

(c) All Violation of Probation matters. However in all violation of probation matters, ATTORNEYS will not accept appointment unless the Law Office of the Public Defender has declared a continuing conflict of interest or after the Court relieves the Law Office of the Public Defender for lack of preparation, incompetence, unavailability, or reasons not related to a declaration of conflict pursuant to Penal Code Section 987.2. All violations of probation must be accompanied by a copy of the court minutes showing that a public defender representative appeared on the record and declared a continued state of conflict of interest at the time of their reappointment or alternatively, the billing must be accompanied by documentary affirmation of the continued conflict in the case supplied by the Law Office of the Public Defender at the time of their reappointment;

(d) All misdemeanor matters;

(e) All miscellaneous matters; for example including but not limited to: diversion progress hearing; substance abuse enrollment hearings; reinstatement hearings; diversion fall-out sentencing; proof of enrollment hearings; plea withdrawals; remittitur hearings; re-sentencing; witness advisements; and other unique and unusual matters.

(d) All misdemeanor matters;

(e) All miscellaneous matters; for example including but not limited to: diversion progress hearing; substance abuse enrollment hearings; reinstatement hearings; diversion fall-out sentencing; proof of enrollment hearings; plea withdrawals; remittitur hearings; re-sentencing; witness advisements; and other unique and unusual matters.

3.2 For the purposes of this Agreement, a "case" is defined as follows: the representation of one person on one accusatory pleading. Multiple charges against a defendant in one accusatory pleading shall not prevent

designation of a matter as a single case. If a single defendant is accused in more than one accusatory pleading, each separate pleading shall constitute a separate case. If multiple defendants are charged in a single accusatory pleading, it shall be considered that there are as many cases as there are defendants.

3.3 ATTORNEYS agree that representation of those charged with complex felonies, including Special Circumstance Homicides, is generally most effective when vertical representation is provided. Therefore, ATTORNEYS will, pursuant to this Contract, begin representation in these cases as soon as the Law Office of the Public Defender declares a conflict or is otherwise relieved, and defend or assign the case to a subcontract attorney at the earliest possible stage to insure vertical representation where appropriate.

3.4 ATTORNEY shall assist in the recovery of fees and funds pursuant to Penal Code Sections 987.5, 987.8(b), (c) and 987.81.

3.5 ATTORNEYS shall accept appointment when the Law Office of the Public Defender has declared a conflict, or after the Court relieves the Law Office of the Public Defender for lack of preparation, incompetence, unavailability or reasons not related to a declaration of conflict pursuant to Penal Code §987.2.

3.6 In subcontracting with other attorneys, ATTORNEYS shall consider the factors enumerated in Penal Code § 987 et. seq., 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, the performance and case management guidelines for Criminal Defense Representation for the National Legal Aid & Defenders Association, and the State Bar Rules of California, as appropriate, including Rule 3-310. ATTORNEYS shall assure that all subcontractors satisfy the minimum requirements for practicing law in the State of California as determined by the California State Bar Association, and are competent and provide constitutionally effective assistance. ATTORNEYS shall submit a list of all subcontracting attorneys to the Executive Office at the beginning of each Fiscal Year and as necessary, when any changes in subcontracting attorneys occurs. Evidence of the qualification(s) of such subcontracting attorneys shall be provided with the list.

3.6.1 Each subcontracting attorney representing a defendant accused of a serious or violent felony pursuant to California Penal Code section 1192.7 must have served at least twenty-four (24) to thirty-six (36) months as a prosecutor, a public defender, assigned counsel or private defense attorney and has been lead trial counsel in at least five (5) to twenty (20) jury trials to verdict and sentencing. Five (5) of said jury trials must be felony matters.



3.6.2 Each subcontracting attorney representing a defendant in felony matters not delineated above, or involved in a probation revocation hearing involving a felony matter must have served at twelve (12) to thirty-six (36) months as a prosecutor, public defender, assigned counsel or private defense attorney and has been lead trial counsel in at least five (5) to twenty (20) jury trials.

3.7 ATTORNEYS 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 the case. Disposition in criminal cases shall mean: 1) the dismissal of charges; 2) the entering of an order of deferred prosecution; 3) an order or result requiring a new trial; 4) imposition of sentence; 5) an order imposing probation; or 6) deferral of any of the above coupled with any other hearing on the cause number, including but not limited to felony or misdemeanor probation review that occurs within thirty (30) days of sentence, deferral of sentence or entry of an order of deferred prosecution. No hearing that occurs after thirty (30) days of any of the above will be considered part of case disposition for the purpose of this contract, except that a restitution hearing ordered at the time of the original disposition, whether it is held within 30 days or subsequently, shall be included in case disposition. Disposition includes the filing of a notice of appeal, if applicable.

3.8 It is the intent of County that all Felony Trials are to be litigated or otherwise resolved in a timely manner. In order to assure that Penal Code section 1050 requests for continuances do not hinder a timely resolution of assigned cases, all felony trial attorneys must submit a monthly report listing all cases not resolved within four (4) months of arraignment. The report shall delineate (a) what is done on the case, and (b) what will be done to resolve the case.

3.9 In order to effectuate an early resolution of felony cases, the Riverside Superior Court has designated Vertical Calendar Departments (VCDs) in the Mid and Western County Regions. These Departments have been established to reduce the backlog of criminal cases and ensure that criminal cases will not be dismissed under the speedy trial requirements of Penal Code Section 1382.

(a) ATTORNEYS shall dedicate experienced criminal law attorneys to be assigned to Departments designated as the Vertical Calendar Department (VCD) in the Mid and Western County Regions. These sub-contracting attorneys shall be available to the designated Departments during normal Court business hours. ATTORNEYS understand that the availability of the sub-contracting attorneys to the assigned Department/s is of paramount importance;

(b) ATTORNEYS shall assume full responsibility for assigning only sub-contracting attorneys who have the necessary experience, qualifications and capabilities to handle cases assigned to these specialty departments;

(c) ATTORNEYS understand that the restructuring of these specialized departments is a concept being utilized by the Riverside Superior Court for case flow management, and may be changed or discontinued by the Court at any time. ATTORNEYS further understand that the COUNTY cannot guarantee that the need for the sub-contracting attorneys will continue. The COUNTY retains the right to determine that there is no longer a need to provide full time attorneys to the specialized departments based on their underutilization or the Court's redesignation of these departments. If for any reason the Court discontinues one or more of the Felony VCD's, ATTORNEYS and COUNTY shall negotiate appropriate adjustments to the contract services and associated compensation;

(d) ATTORNEYS understand that pursuant to this contract with COUNTY, they are obligated to handle all cases filed in the Riverside Superior Court Mid and Western County Regions upon notification of a conflict of interest by the Law Office of the Public Defender and that the additional attorneys assigned to the specialized departments is solely due to the request of the Superior Court and the Administrative Office of the Courts that the specialized departments be staffed with dedicated, well qualified attorneys from the District Attorney's Office, the Law Office of the Public Defender and by Contract Panel Attorneys;

(e) ATTORNEYS shall provide a written report to the COUNTY that includes: the cases assigned to all VCD's, providing the department number, case number, date assigned, charge, name of assigned attorney, and any other relevant information.

4. EXCLUSIONS. ATTORNEYS shall not be obligated under this Contract to provide defense in the following cases:

- (a) Stand-by or Co-Counsel when a defendant has waived counsel or represents self in propria persona;
- (b) All post-trial appellate proceedings including appeals to the Appellate Department of Superior Court or higher Appellate Courts;
- (c) All federal proceedings;
- (d) All parole violation hearings;
- (e) All civil forfeiture proceedings;
- (f) Any case in which the Court either removes or refuses to appoint the Law Office of the Public Defender on other than conflict grounds or fails to make an actual finding of incompetence under "Marsden";
- (g) All death penalty proceedings.

5. ADMINISTRATIVE DUTIES. ATTORNEYS shall assign an Administrative Attorney under this Contract. In cases involving multiple defendants, the Administrative Attorney shall designate counsel for each defendant. In no case shall the designating Attorney appoint him or herself as Trial Attorney in such multiple defendant cases.

6. PERFORMANCE MANAGEMENT. ATTORNEYS shall have the responsibility for significant 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.

6.1 ATTORNEYS shall require that each subcontracting attorney participate in Mandatory Continuing Legal Education (MCLE) programs focusing on applicable law including but not limited to criminal law and procedure, and trial advocacy law. ATTORNEYS shall encourage subcontracting attorneys to participate in shared training with the Law Office of the Public Defender to the extent possible. ATTORNEYS shall annually review the performance of each subcontracting attorney. This review shall include inquiry and/or observation by ATTORNEYS 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. ATTORNEYS will assure that only attorneys with the requisite skill and experience handle particular category(ies) of cases and are assigned to such cases. ATTORNEYS shall periodically monitor and evaluate the work of investigators and the performance of experts and other providers of ancillary services.

6.2 ATTORNEYS shall immediately notify COUNTY in writing when they becomes aware that a complaint lodged with the California State Bar Association/discipline body has resulted in a reprimand, suspension or disbarment of any attorney who is a member of ATTORNEYS' staff or is working as a subcontractor.

6.3 In addition to the monthly written reports required under Section 11.1 of this contract, ATTORNEYS shall submit the following quarterly written reports to the COUNTY. COUNTY may, at its option, request these reports be submitted on a monthly basis. The quarterly reports shall include: a summary on the evaluation of the investigators and other providers of ancillary services used under this contract; a summary of subcontract attorney evaluations and observations; average number of MCLE approved training hours; participation in other educational programs related to the practice of criminal law; case aging reports; and any other information that may be indicative of the quality of representation provided by ATTORNEYS, or such other information as requested by COUNTY. The report

shall be accompanied by a certification from ATTORNEYS that they have reviewed the performance of each independent subcontractor as described in 6.1 above. At the COUNTY's request, ATTORNEYS shall meet to discuss all cases and contract issues at any time during the contract period.

7. COMPENSATION. The contract cost for (insert beginning date here) through (Insert end date here) shall be a maximum of (insert annual dollar amount) plus expenses as set forth in Section 8 herein. COUNTY shall pay ATTORNEYS up to the sum of (insert monthly dollar amount) per month paid in arrears upon the submission of an approved monthly report and an invoice for services. It remains the responsibility of the ATTORNEYS to oversee the budgeted funds to ensure they are properly disbursed to provide the legal services required under this Contract.

7.1 It is understood that, to the extent, ATTORNEYS' 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 ATTORNEYS to be their pro bono publico contribution to the administration of justice.

7.2 If, in addition, in ATTORNEYS' estimation an extreme circumstance arises, ATTORNEY may make a timely request for additional compensation from the County Executive Office. Extreme circumstances shall generally be limited to extremely protracted felony cases; cases involving trial for more than three defendants assigned to the Contract, extraordinary change of venue cases involving extreme expense, and such similar circumstances as may arise. ATTORNEYS' request must be in writing and include a complete justification of action or anticipated extra expenses and complete itemization of requested extraordinary payment.

8. EXPENSES. ATTORNEYS shall pay all costs of specialized and professional services reasonably necessary to assist in the defense and preparation and presentation of their case, including: medical and psychiatric examination: investigative services: expert testimony: forensic services: language interpretation: discovery costs: reporter's transcripts: and fees for experts appointed pursuant to statute: from a trust account they hold for the County of Riverside, except for those services reimbursed pursuant to Penal Code § 987.9. ATTORNEYS shall, within 90 days after the start date of this Contract, provide the County Executive Office with a written policy, acceptable to the County Executive Office, governing the use and accounting of the trust account(s) established pursuant to this Section 8. ATTORNEYS shall disseminate these policies and procedures to all attorneys that they engage to provide services under this contract. ATTORNEYS shall require their attorneys to provide all their investigators and other specialized and professional service vendors with the ATTORNEYS' written policies and procedures pertaining to approval, invoicing,

and payment. The written policy shall address the issues described in Attachment A. For these services during the contract term, the sum of \$40,000 per month, for Western County cases, and \$40,000 per month for Mid County cases, shall be paid to ATTORNEYS monthly, in arrears, and set aside monthly and maintained in a separate interest bearing trust accounts for this purpose, EXCEPT that payments shall be suspended when the balance in ATTORNEYS' trust account for all criminal Penal Code 987.2 cases exceeds \$45,000 for each region. Additionally, upon written agreement of ATTORNEYS and the County Executive Officer, or designee, the monthly expense payments may be modified in amount or timing but in no event shall exceed the maximum amount per month as set forth in this Section 8. Any interest accrued from these funds will be redeposit into the respective trust account and used by the ATTORNEYS 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 COUNTY, and an accounting provided to the County Executive Office within 30 days of termination, for all sums expended, including accrued interest. ATTORNEYS must submit an invoice monthly requesting the payment of funds into the trust account.

9. TERMINATION. County may cancel this Contract, in whole or in part, on sixty (60) day's written notice to the other party. In the event this Contract is canceled, ATTORNEYS shall be responsible for the matters currently assigned to ATTORNEYS as set forth in Section 24.3.

10. INDEPENDENT COUNSEL. ATTORNEYS are, and shall at all times be deemed independent and shall be wholly responsible for the manner in which they perform the services required by this Contract. ATTORNEYS exclusively assume responsibility for the acts of their employees and subcontractors as they relate to the services to be provided during the course and scope of their employment. ATTORNEYS, their 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.

11. RECORDS. ATTORNEYS 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 whomever may be obligated to reimburse the COUNTY.

11.1 ATTORNEYS shall furnish monthly written reports to the Executive Office, within ten (10) calendar days of the end of each month, on performance of each attorney during the preceding month. Such reports shall be in a format as specified by the County Executive Office (See Exhibit C), and include name of defendant; type of case;

case number; charge; disposition; number of cases opened, closed and reopened, transferred, or where a substitution for previously appointed counsel has occurred; and a notation of which cases ATTORNEYS were appointed on under Section 3.1 a), b), c), and d) herein. ATTORNEYS understand that COUNTY relies on the monthly reports to determine the cost of services and that any correction or adjustment to the report must be done in a timely manner not to exceed sixty (60) days from the required submission date of the monthly report by ATTORNEYS. ATTORNEYS shall also furnish a monthly report of expenditures for the criminal trust account funds, that includes the vendor, type of expense (e.g., investigation, expert, etc.), client/case identifier (not name and/or case number of defendant), and amount of expense. The report shall additionally include the current balance of the account. ATTORNEYS shall utilize a standard electronic accounting system to input and maintain data and compile records. Should ATTORNEYS feel an indigent defendant referred does not qualify for services, ATTORNEYS shall immediately so advise defendant and the Court and request determination by the Court. In no event shall ATTORNEYS accept anything of value as consideration for services rendered to any indigent defendant that ATTORNEYS have been appointed to represent by the Courts, except as provided in this Contract. ATTORNEY shall not charge any defendant for services rendered pursuant to this Contract.

11.2 For all cases where ATTORNEYS are providing legal counsel to any state inmate charged with an offense during the time sentenced to a state correctional facility, ATTORNEYS shall track the hours related to handling that specific case. Attorney hours are a specific requirements of the State of California in order for counties to seek reimbursement for indigent defense services provided on behalf of state indigent inmates charged with a crime while in custody. The written report of these hours shall be submitted with the monthly statistics. In the event ATTORNEYS submit information too late for the COUNTY to request reimbursement from the State of California or in a manner which prevents the COUNTY from submitting a timely request to the State of California, the amount the COUNTY would have been reimbursed by the state will be deducted from compensation to the ATTORNEY.

11.3 Records maintained by ATTORNEYS' shall be sufficient to reflect all direct and indirect costs of services performed pursuant to this contract and the cost associated with each case, including those related to subcontracts and personal service contracts. These records shall include but not be limited to: documentation of any funds expended by ATTORNEY for personal service contracts or subcontracts; documentation of the service rendered under the contract(s); and reports of the time spent by each subcontractor or personal service contractor.

11.4 COUNTY may, at its discretion, audit or inspect ATTORNEYS' files, books, and/or financial records relating to the Contract, at any reasonable times. ATTORNEYS shall be audited by an outside auditor a minimum

of once every twelve months, at the end of the contract period. Payment for all ancillary expenses will be maintained by Contractor in a separate bank account wherein County is named as the designated beneficiary of the fund. All monies paid for expenses are the sole property of the County and as such are returnable to County on demand. Any interest accrued to this account remains the property of County. Said expense money is to be spent as specified in the contract and shall be subject to yearly audits at Contractor's expense. ATTORNEYS agree to make available for inspection, 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 ATTORNEYS' principal place of business at (insert address). ATTORNEYS agree to grant COUNTY full access to materials necessary to verify compliance with all terms of this contract. ATTORNEYS shall provide COUNTY right of access to its facilities to audit information relating to the matters covered by this contract. Information that may be subject to any privilege or rules of confidentiality should be maintained by ATTORNEYS in a way that allows access by COUNTY without breaching such confidentiality or privilege. Notwithstanding any of the above provisions of this paragraph, none of the constitutional, statutory, and common rights and privileges of any client are waived by this contract and COUNTY will respect the attorney/client privilege.

12. HOLD HARMLESS. ATTORNEY shall indemnify and hold the COUNTY, the Board of Supervisors, Special Districts, their respective directors, officers, agents, elected officials and employees free and harmless from any liability, whatsoever, based or asserted upon any act(s) or omissions(s) of ATTORNEYS, their employees, agents and subcontractors, 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 ATTORNEYS hereunder; and ATTORNEYS shall defend, at their sole expense, including attorney fees, COUNTY, Board of Supervisors, Special Districts, their respective directors, officers, 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.

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

13.1 Workers' Compensation: If ATTORNEYS have employees as defined by the State of California, ATTORNEYS shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the

State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Diseases 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.

13.2 Commercial General Liability: ATTORNEYS shall maintain Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, completed operations, personal and advertising injury covering claims, which may arise from or out of ATTORNEYS' performance of its obligations hereunder. Policy shall name the County of Riverside, Board of Supervisors, special districts, agencies, districts and departments, their respective directors, officers, 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.

13.3 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, ATTORNEYS 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, Board of Supervisors, special districts, agencies, districts and departments, their respective directors, officers, elected officials, employees, agents, or representatives as an Additional Insured.

13.4 Professional Liability: ATTORNEYS shall maintain Professional Liability Insurance providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If ATTORNEYS' 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 ATTORNEYS 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 ATTORNEYS have 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 ATTORNEYS shall provide proof of coverage to COUNTY within 15 days of execution of the Contract.



13.5 Blanket Commercial Crime Policy: ATTORNEYS shall maintain a Blanket Commercial Crime Policy including, but not limited to, coverage provided 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 ATTORNEYS 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 ATTORNEYS 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 ATTORNEYS have 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 ATTORNEYS no longer has any COUNTY assets held in the Trust as defined herein. In the alternative, ATTORNEYS may obtain a Fidelity Bond acceptable to COUNTY.

13.6 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 ATTORNEYS' insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence, such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retentions which are deemed unacceptable to the COUNTY, at the election of the County's Risk Manager, ATTORNEYS' carriers shall either; 1) reduce or eliminate such 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 ATTORNEYS 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. ATTORNEYS 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 ATTORNEYS shall provide proof of coverage to COUNTY within fifteen (15) days of execution of the Contract.

(d) It is understood and agreed by the parties hereto and the ATTORNEYS' 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 ATTORNEYS has become inadequate.

14. MATERIAL BREACH. Notwithstanding the provisions of Section 2., the failure of ATTORNEYS or their agents, subcontractors 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 ATTORNEYS, 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 ATTORNEYS 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 ATTORNEYS;
- (e) Any assignment of this Contract without prior COUNTY approval;
- (f) The institution of disciplinary proceedings against any ATTORNEYS by the California State Bar;

or

- (g) The commencement of criminal prosecution of any ATTORNEYS in any Court anywhere;
- (h) Failure to observe the Rules of Professional Conduct, including Rule 3-310.
- (i) Failure to comply with the provisions of section 3.6 herein.

14.1 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.

15. CONFLICT OF INTEREST. ATTORNEYS shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict of interest. This obligation applies to ATTORNEYS, ATTORNEYS' employees, agents, relative sub-tier contractors, and third parties associated with or accomplishing work for ATTORNEYS under this contract.

(a) ATTORNEYS 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.

(b) No officer, employee, or agent of COUNTY, the State of California or the Federal Government, who exercises any function or responsibility in connection with the planning and implementation of the services being funded herein shall have any personal financial interest, direct or indirect, in this contract or in the CONTRACTOR.

(c) ATTORNEYS shall not sit as Judge Pro Tem in any of the Courts that ATTORNEYS provide representation for indigent services under this contract.

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

16. PRIVATE PRACTICE. ATTORNEYS shall not be prohibited from engaging in the private practice of law, including the defense of those charged with crimes or any and all proceedings in the Courts of the County of Riverside. ATTORNEYS shall not accept in his or her private practice any case, which may cause a conflict of interest, which would preclude ATTORNEYS from providing representation to indigents pursuant to this Contract. If ATTORNEYS or attorney subcontractors split their work between work under this contract and other business, the monthly report will indicate the percentage of time that attorney(s) devote to private matters compared to work under this contract, and also include a certification by each attorney subcontractor(s) regarding such time. ATTORNEYS, employees working as attorneys under provisions of this agreement and subcontractors working under provisions of this agreement must report in writing each month the percentage of their time spent on conflict contract representation and the percentage of time spent on private practice matters. Attorneys must also indicate the hours spent on each case reported.

17. 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.

18. ASSIGNMENT: This Agreement shall not be assigned by ATTORNEYS, 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.

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

20. 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.

21. 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.

22. SUBCONTRACTS. The Parties agree that ATTORNEYS 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 Services.

23. NONDISCRIMINATION. Neither ATTORNEYS nor any subcontractor or other party providing services related to this contract, shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, or the presence of any sensory, mental or physical handicap, in employment or application for employment, subcontracting or in the administration or delivery of services or any other benefit under this contract.

24. PERIODIC REVIEW. ATTORNEYS and COUNTY agree that there exists some uncertainty as to the number of cases and extent of the work to be performed hereunder, and that the amount could be greater or lesser than in the past. Consequently, parties agree to a mandatory meeting prior to \_\_\_\_\_ and \_\_\_\_\_ to evaluate the case filings, and any other matters affecting the Contract. It is expected that if the caseload has not met the benchmark figure set in the Contract, ATTORNEYS and COUNTY shall make adjustments to the Contract as necessary to 1) determine payback by the ATTORNEYS to COUNTY for the ATTORNEYS falling below the agreed case range and 2) a reduction in the future caseload benchmark and associated compensation. If the caseload as set in this Contract is exceeded, ATTORNEYS and COUNTY shall make adjustments to the existing Contract as necessary to 1) determine additional compensation due ATTORNEYS at the contract rate for the additional caseload, and 2) adjustment in the future caseload benchmark and associated compensation. Either ATTORNEYS 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 3.\_\_\_\_ or to discuss any matter related to this Contract. It is agreed that the cases are compensated based on the following rates: Felony - \$-\_\_\_\_; Misdemeanor - \$\_\_\_\_; Special Circumstance Homicides, Violation of Probation and Miscellaneous cases are included in the total compensation provided to ATTORNEYS.

25. 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. Each case will be reviewed independently. To that end, COUNTY agrees for the sake of the clients, to have any successor attorney absorb matters not yet set for trial.

25.1 As to those cases already set for trial, the Parties agree upon the following:

(a) Any case, except Special Circumstance Homicides, that is originally set for trial with a trial date more than 90 days after the expiration of this Contract, or any case including Special Circumstance Homicides or vertical prosecution cases in which arraignment is pending in the Superior Court will be transferred to the new attorney if there is one, if no conflict of interest exists;

(b) Special Circumstance Homicides that have been assigned to ATTORNEYS for less than 180 days shall be transferred to successor attorney. ATTORNEYS will assist new counsel in preparation as requested by that counsel;

(c) It is anticipated that ATTORNEYS or subcontract attorneys will remain as counsel on all vertical prosecution cases set for trial, and all other felonies in which a trial date is, or has previously been, set by that ATTORNEYS.

25.2 The first two provisions above provide for transfer of cases to successor attorney and responsibility for providing adequate legal counsel, but the Parties agree that the Court can hear any motion brought by any counsel on behalf of any client affected by this process and that decision may be contrary to this process.

25.3 For those cases that cannot be transferred to successor attorney, the Parties agree that the COUNTY's liability for costs shall be limited to the following:

(a) COUNTY shall pay ATTORNEYS up to one additional month at current negotiated rates, which will compensate for trial preparation and trial except as set forth below. For those cases originally scheduled for trial during the Contract term or within 60 days of the termination of the Contract, no additional payment is provided beyond the per case cost, and not to exceed one month's compensation.

(b) For those cases originally set for trial more than 60 days after termination of the Contract, the following payment schedule will apply:

Special Circumstance Homicides	\$500/day or \$250/half day per Attorney Trial or motion (excluding 1050 motions)
Vertical Prosecution and Non- Special Circumstance Homicides	\$400/day or \$200/half day Trial or motion (excluding 1050 motions)
Other	\$350/day or \$175/half day Trial or motion (excluding 1050 motions)

(c) It is agreed that if a case has been assigned to ATTORNEYS during the term of this Contract, costs of ATTORNEYS preparation have already been paid, and only motion and trial costs will be paid in addition as set forth above.

26. 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

ATTORNEY

DATED: \_\_\_\_\_

By \_\_\_\_\_

DATED: \_\_\_\_\_

County of Riverside

ATTEST:

By \_\_\_\_\_

Kecia Harper-Ihem, Clerk

Chairman, Board of Supervisors

**MARION ASHLEY**

By \_\_\_\_\_  
Deputy

## ATTACHMENT A

### Definitions

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

- a) "ATTORNEY" shall mean any employee, agent, or representative of the contract company used in conjunction with the performance of this contract.
- b) "Vendor" shall mean an individual, firm, partnership, or corporation that performs services for the ATTORNEY or his or her subcontract attorney, either directly or through a duly authorized representative.
- c) "County" shall mean the County of Riverside and its Executive Office (E.O.). For purposes of this amendment, E.O. and County are used interchangeably.

### Specialized and Professional Services Trust Account Policy

- (1) ATTORNEY shall retain on file written documentation from each engaged subcontract attorney and professional vendor; a signed acknowledgment of the following:
  - (a) Has read and understands the written policies and procedures pertaining to Requests for Approval, reporting and invoicing;
  - (b) Understands that subcontract attorney and vendor must respond to all inquiries by the ATTORNEY, and the County regarding billings and payments protocols unless such request infringes upon attorney client privileges, and
  - (c) Understands that subcontract attorney and any additional vendor may not get paid the full amount included in the invoice and/or may be required to reimburse the County for inappropriate or unauthorized expenditures.
- (2) ATTORNEY shall implement the following internal controls:
  - (a) Reasons for approving fewer or more hours than requested will be documented;
  - (b) Dates initial and any supplemental requests were approved will be recorded on the request forms and in ATTORNEY's electronic case tracking systems; and,
  - (c) The number of requests made, total number of hours approved, hours used, and hours remaining will be tracked, and recorded for each case.
- (3) ATTORNEY shall include the following policies and procedures regarding invoices for specialized and professional services, and insure their subcontract attorneys and any subsequent vendors adhere to these policies and procedures:



- (a) Invoices will include all case identifiers described above; travel time, start and end locations when requesting reimbursement for miles; accurate total miles, total hours, and total dollar amounts; billing by the tenths or quarter of an hour, whichever is less; and total hours authorized, used and remaining on the case.
  - (b) ATTORNEY shall ensure by their signature on the invoice that the work performed was consistent with what was described and authorized in the corresponding "Request for Approval," and those the dates for which hours are billed were after the date of approval for investigative work and before the case was close.
  - (c) ATTORNEY shall review all invoices to ensure that the work performed is consistent with what was described in the Request for Approval and the number of hours approved and was conducted after the date of approval and before the case was closed;
  - (d) Verify that all calculations on the invoices are correct, including use of the correct mileage and hourly rates for investigations;
  - (e) Verify that the dates of each activity are within the billing period for the invoice;
  - (f) Bill in increments of tenth or quarter hours, whichever is lower.
  - (g) Examples of investigative activities that would not be subject to payment by the ATTORNEY include: (i) work performed over the number of hours approved; (ii) worked performed after the date a case was closed; and, (iii) administrative activities that are not considered investigative, such as setting up files, filling out required paperwork for the ATTORNEY, indexing, or placing discovery into binders.
- (4) The ATTORNEY shall :
- (a) Assign, record, and track internal file numbers for each case with specialized and professional expenditures by defendant and case.
  - (b) Include the internal file numbers as a case identifier in the monthly reports of expenditures of Trust Account Funds, in addition to the vendor, type of service, amount of expense, and current balance of the account.
  - (c) Include in the paper documents associated with each payment from Trust Account Funds: (i) individual invoices for each case paid by the check; (ii) a coversheet that includes the cases, amount for each case, and total amount paid or to be paid to the vendor by the subcontract attorney; and (iii) the check number for the final payment to the subcontract attorney or vendor.
  - (d) Input into an internal electronic system for each case with specialized and professional expenditures, at a minimum: (i) case identifiers such as the defendant's first and last name, case number, internal file number,

- ATTORNEY or subcontract attorney, and type of case (e.g. felony, misdemeanor, special circumstance); (ii) information on requests for specialized and professional services such as the dates of the request and approval, type of service (e.g. investigator, expert, etc.), vendor name, number of requests, number of hours or dollar amount approved; and (iii) separate entries on expenditures made on the case that include the date of the invoice, type of service, vendor, hours used, amount of other expenses, total amount billed on the invoice, and the check number for payment.
- (e) Utilize a readily available, inexpensive electronic software that is able to run reports using the above information and provide: (i) the total expenditures, number of requests, hours approved, used, and remaining on a particular case; (ii) average cost per case and/or by case type (e.g. felony, misdemeanor, special circumstances); (iii) total and average cost per service charge type (e.g. investigator, expert, etc.); (iv) total and average expenditure per vendor; and (v) average number of hours requested, approved and used per case type.

**"Request For Approval" Procedures**

- (5) The following information shall be required for all initial and any supplemental subcontract attorney "Requests for Approval" for specialized and professional services and shall be maintained in the file unless such request infringes upon attorney client privileges:
- (a) Itemized planned activities (e.g. review discovery, crime scene investigation, review police reports, etc.);
  - (b) Whether or not a written report is required;
  - (c) Names or initials of witnesses to be contacted and interviewed, if available;
  - (d) Anticipated location of planned interviews;
  - (e) Consistent case identifiers on all pages, including: defendant first and last name, case number, internal file number, and ATTORNEY;
  - (f) The number of the request;
  - (g) ATTORNEY hours approved and worked to date on the case (for supplemental requests); and,
  - (h) Other pertinent information

**EXHIBIT C**

**Attorney: List the Attorney's full name  
Felony Trial Caseload as of day, month, year**

	Client Name (last, first)	Case Number	Charge (s)	Date Assigned	Next Court Date	Type of proceeding	Life Case	Multiple Cases-list	Hours worked on this case this month
#									
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

During the month of \_\_\_\_\_ I have spent \_\_\_\_\_% of my time handling insert conflict firm name cases and \_\_\_\_\_% of my time handling private cases.

I maintain information to document the hours I am reporting for work on each case listed.

Attorney Signature: \_\_\_\_\_

Signature of Conflict Counsel Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

The above signature should be coming from administrative counsel signing on behalf of the conflict counsel firm.

Reviewed at the Executive Office:

\_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT D**  
**LETTER OF INTENT**

To: County of Riverside  
Purchasing and Fleet Services  
2980 Washington Street  
Riverside, CA 92504

Re: Request for Proposals ("RFP") # EOARC-019, to provide conflict indigent defense services.

After having attended the bidders' conference on September 30, 2010, this is to inform the County that it is the intent of the undersigned to submit a proposal in response to the RFP to provide conflict indigent defense services.

Agency/Individual Name: \_\_\_\_\_  
(Please print)

Address: \_\_\_\_\_  
(Street or Mailing) (City, State, Zip)

Telephone Number(s): \_\_\_\_\_  
(Area code)

E-mail Address(s): \_\_\_\_\_

By my signature, I hereby represent that I have authority to execute this Letter of Intent and to bind the party on whose behalf execution is made.

Dated: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**EXHIBIT E**  
**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.
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.**