

*County of Riverside  
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County Regions. These sub-contracting attorneys shall be available to the designated Departments during normal Court business hours. ATTORNEY understands that the availability of the sub-contracting attorneys to the assigned Department/s is of paramount importance;

(b) ATTORNEY 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) ATTORNEY understands 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. ATTORNEY further understands 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, ATTORNEY and COUNTY shall negotiate appropriate adjustments to the contract services and associated compensation;

(d) ATTORNEY understands that pursuant to this contract with COUNTY, they are obligated to handle all cases filed in the Riverside Superior Court Desert, 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) ATTORNEY 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. ATTORNEY shall not be obligated under this Contract to provide defense in the following cases:

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(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.

5.1 ATTORNEY 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.

5.2 The Law Office of the Public Defender shall administer this Agreement on behalf of COUNTY.

6. PERFORMANCE MANAGEMENT. ATTORNEY 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 ATTORNEY 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, juvenile law, and trial advocacy law. ATTORNEY shall encourage

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subcontracting attorneys to participate in shared training with the Law Office of the Public Defender to the extent possible. ATTORNEY shall annually review the performance of each subcontracting attorney. This review shall include inquiry and/or observation by ATTORNEY 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. ATTORNEY will assure that only attorneys with the requisite skill and experience handle particular category(ies) of cases and are assigned to such cases. ATTORNEY shall periodically monitor and evaluate the work of investigators and the performance of experts and other providers of ancillary services.

6.2 ATTORNEY shall immediately notify COUNTY in writing upon becoming 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 ATTORNEY'S staff or is working as a subcontractor.

6.3 In addition to the monthly written reports required under Section 11.1 of this contract, ATTORNEY 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 and/or juvenile law; case aging reports; and any other information that may be indicative of the quality of representation provided by ATTORNEY, or such other information as requested by COUNTY. The report shall be accompanied by a certification from ATTORNEY that she has reviewed the performance of each independent subcontractor as described in 6.1 above. At the COUNTY'S request, ATTORNEY shall meet to discuss all cases and contract issues at any time during the contract period.

7. COMPENSATION. The contract cost for January 1, 2011 through June 30, 2012 shall be a maximum of \$11,583,594 (eleven million five hundred eighty-three thousand five hundred ninety-four

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dollars) plus expenses as set forth in Section 8 herein. COUNTY shall pay ATTORNEY up to the sum of \$643,533 (six hundred forty-three thousand five hundred thirty-three dollars) per month paid in arrears upon the submission of an approved monthly report and an invoice for services. It remains the responsibility of ATTORNEY to oversee the budgeted funds to ensure they are properly disbursed to provide the legal services required under this Contract. Should ATTORNEY's costs be lower than estimated and the profit exceeds 10%, ATTORNEY shall return all monies over the 10% profit to COUNTY at conclusion of each contract term.

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

7.2 If, in addition, in ATTORNEY'S estimation an extreme circumstance arises, ATTORNEY may make a timely request for additional compensation from the COUNTY. 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. ATTORNEY'S 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. ATTORNEY 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. ATTORNEY shall, within 90 days after the start date of this Contract, provide the COUNTY with a written policy, acceptable to the COUNTY, governing the use and accounting of the trust account(s) established pursuant to this Section 8. ATTORNEY shall disseminate these policies and

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procedures to all attorneys that they engage to provide services under this contract. ATTORNEY shall require their attorneys to provide all their investigators and other specialized and professional service vendors with the ATTORNEY'S 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, and \$8,000 per month for Desert County cases shall be paid to ATTORNEY 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 ATTORNEY'S trust account for all criminal Penal Code 987.2 cases exceeds \$45,000 for each region. Additionally, upon written agreement of ATTORNEY and the COUNTY, 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 ATTORNEY 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 within 30 days of termination, for all sums expended, including accrued interest. ATTORNEY 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, ATTORNEY shall be responsible for the matters currently assigned to ATTORNEY as set forth in Section 25.

10. INDEPENDENT COUNSEL. ATTORNEY is, 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. ATTORNEY exclusively assumes responsibility for the acts of her employees and subcontractors as they relate to the services to be provided during the course and scope of their

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employment. ATTORNEY, her 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. ATTORNEY 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 ATTORNEY shall furnish monthly written reports to the COUNTY, 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 (See Exhibit A), 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 ATTORNEY was appointed on under Section 3.1 a), b), c), and d) herein. ATTORNEY understands 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 ATTORNEY. ATTORNEY shall also furnish a monthly report of expenditures for the 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. ATTORNEY shall utilize a standard electronic accounting system to input and maintain data and compile records. Should ATTORNEY feel an indigent defendant referred does not qualify for services, ATTORNEY shall immediately so advise defendant and the Court and request determination by the Court. In no event shall ATTORNEY accept anything of value as consideration for services rendered to any indigent defendant that ATTORNEY has 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 ATTORNEY is providing legal counsel to any state inmate charged with an offense during the time sentenced to a state correctional facility, ATTORNEY shall track the hours related to handling that specific case. Attorney hours are a specific requirement of the State of

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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 ATTORNEY submits 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 ATTORNEY 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 ATTORNEY'S files, books, and/or financial records relating to the Contract, at any reasonable times. ATTORNEY shall be audited by an outside auditor a minimum of once every twelve months, and at the end of the contract period. Payment for all ancillary expenses will be maintained by ATTORNEY 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. ATTORNEY agrees 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 ATTORNEY'S principal place of business at (insert address). ATTORNEY agrees to grant COUNTY full access to materials necessary to verify compliance with all terms of this contract. ATTORNEY 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 ATTORNEY in a

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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 ATTORNEY, 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 ATTORNEY hereunder; and ATTORNEY 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 ATTORNEY's obligation to indemnify or hold the COUNTY harmless, ATTORNEY 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 ATTORNEY has employees as defined by the State of California, ATTORNEY 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: ATTORNEY 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



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out of ATTORNEY" 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, ATTORNEY 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: ATTORNEY 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 ATTORNEY'S 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 ATTORNEY 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 ATTORNEY has 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 ATTORNEY shall provide proof of coverage to COUNTY within 15 days of execution of the Contract.

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13.5 Blanket Commercial Crime Policy: ATTORNEY 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 ATTORNEY 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 ATTORNEY 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 ATTORNEY has 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 ATTORNEY no longer has any COUNTY assets held in the Trust as defined herein. In the alternative, ATTORNEY 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 ATTORNEY'S 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

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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, ATTORNEY'S 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 ATTORNEY 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. ATTORNEY 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 ATTORNEY 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 ATTORNEY'S insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be

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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 ATTORNEY has become inadequate.

14. MATERIAL BREACH. Notwithstanding the provisions of Section 2., the failure of ATTORNEY or her 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 ATTORNEY, 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 ATTORNEY 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 ATTORNEY;
- (e) Any assignment of this Contract without prior COUNTY approval;
- (f) The institution of disciplinary proceedings against any ATTORNEY by the California State Bar; or
- (g) The commencement of criminal prosecution of any ATTORNEY in any Court anywhere;
- (h) Failure to observe the Rules of Professional Conduct, including Rule 3-310.

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- (i) Failure to comply with the provisions of section 3.7 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. ATTORNEY shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict of interest. This obligation applies to ATTORNEY, ATTORNEY'S employees, agents, relative sub-tier contractors, and third parties associated with or accomplishing work for ATTORNEY under this contract.

(a) ATTORNEY 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 ATTORNEY'S firm.

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

(d) ATTORNEY shall provide conflict free representation. ATTORNEY is 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. ATTORNEY 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. ATTORNEY shall not accept in his or her private practice any case, which may cause a conflict of interest, which would preclude ATTORNEY from providing representation to indigents pursuant to this Contract. If ATTORNEY or attorney subcontractors split their

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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. ATTORNEY, 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. ATTORNEY 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 ATTORNEY, either in whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by ATTORNEY 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 ATTORNEY 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. Where prospective subcontractors are equally competent and qualified, ATTORNEY shall use best efforts to utilize firms

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located in Riverside County to the maximum extent possible consistent with prudent business practices and providing the best value under this Contract.

23. NONDISCRIMINATION. Neither ATTORNEY 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. ATTORNEY 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 April 2011 and August 2011 to evaluate the case filings, and any other matters affecting the Contract. It is required that if the caseload has not met the benchmark figure set in the Contract, ATTORNEY and COUNTY shall make adjustments to the Contract as necessary to 1) determine payback by the ATTORNEYS to COUNTY for the ATTORNEY 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, ATTORNEY and COUNTY shall make adjustments to the existing Contract as necessary to 1) determine additional compensation due ATTORNEY at the contract rate for the additional caseload, 2) adjustment in the future caseload benchmark and associated compensation. Either ATTORNEY 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 3.1 or to discuss any matter related to this Contract, and 3) For determining compensation, if the open case load level meets the target numbers identified in 3.1, plus or minus 5% no adjustment in compensation is expected. However, if the mixture of cases makes the compensation inequitable for either party, negotiation to change compensation levels is required. It is agreed that the cases are compensated based on the following rates: Felony - \$ 1,875; Misdemeanor - \$250; Special Circumstance Homicides,

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Violation of Probation and Miscellaneous cases are included in the total compensation provided to ATTORNEY.

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 ATTORNEY for less than 180 days shall be transferred to successor attorney. ATTORNEY will assist new counsel in preparation as requested by that counsel;

(c) It is anticipated that ATTORNEY 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 ATTORNEY.

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 ATTORNEY up to one additional month at current negotiated rates, which will compensate for trial preparation and trial except as set forth below. For those



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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 ATTORNEY during the term of this Contract, costs of ATTORNEY'S 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

By \_\_\_\_\_  
Chairman, Board of Supervisors  
MARION ASHLEY

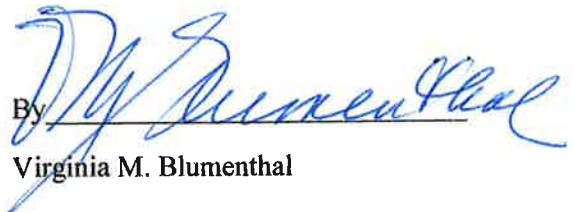
DATED: \_\_\_\_\_

ATTEST:

Kecia Harper-Ihem, Clerk

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

ATTORNEY

By   
Virginia M. Blumenthal

DATED: 11-18-10

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**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 the Law Office of the Public Defender. For purposes of this attachment, 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,

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- (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 :

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- (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.

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**“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

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**EXHIBIT A**  
**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									

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 Public  
Defender: \_\_\_\_\_ Date: \_\_\_\_\_

MINUTES OF THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



**3.25**

On motion of Supervisor Ashley, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the recommendation from the Purchasing and Fleet Services regarding Approval of the Agreement with Virginia M. Blumenthal, a Professional Law Corp., to Provide Legal Indigent Defense Criminal Services is continued to Tuesday, December 14, 2010 at 9:00 a.m.

Roll Call:

Ayes: Buster, Benoit and Ashley  
Nays: Stone  
Absent: Tavaglione

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on December 7, 2010 of Supervisors Minutes.

(seal) WITNESS my hand and the seal of the Board of Supervisors  
Dated: December 7, 2010  
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

By: Kecia Harper-Ihem Deputy

AGENDA NO.  
**3.25**

xc: Purchasing, PD, CQB