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

FROM: Law Offices of the Public Defender

SUBMITTAL DATE:
August 03, 2011

**SUBJECT: PROGRESS REPORT FROM PUBLIC DEFENDER REGARDING CONTRACT FOR
LEGAL INDIGENT DEFENSE CRIMINAL SERVICES**

RECOMMENDED MOTION: That the Board of Supervisors receive and file the attached report.

BACKGROUND: On February 1, 2011, the Public Defender was directed to oversee indigent standards and budget. In addition, the Public Defender was requested to provide the Board of Supervisors with a progress report at the beginning of the fiscal year.

Departmental Concurrence

Gary Windom

Gary Windom, Public Defender

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	11/12

SOURCE OF FUNDS: General Fund	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
[Signature]
BY: Robert Tremaine
Robert Tremaine

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

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

Prev. Agn. Ref.: #3.13 Dated 07/15/08, #3.11 Dated 06/23/09, #3.67 Dated 08/31/10, #3.57C Dated 02/23/10, #3.48 Dated 03/16/10, #3.25 Dated 12/07/10, #3.46 Dated 12/14/10, & #3.13 Dated 02/01/11	District: all
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Agenda Number:

3.71

ATTACHMENTS FILED

The Law Offices of the Public Defender



*Progress Report from Public Defender Regarding
Contract for Legal Indigent Defense Criminal Services*

(July 29, 2011)

*Gary Windom
Public Defender*

LAW OFFICES OF THE
Public Defender
COUNTY OF RIVERSIDE

GARY WINDOM
PUBLIC DEFENDER

BRIAN L. BOLES
ASSISTANT PUBLIC DEFENDER

CHRISTOPHER P. OLIVER
ASSISTANT PUBLIC DEFENDER

CHRISTINE M. VOSS
ASSISTANT PUBLIC DEFENDER



RIVERSIDE MAIN OFFICE
4200 Orange Street
Riverside, CA 92501
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TO: Bill Luna
County Executive Officer

FROM: Gary Windom *GW*
Public Defender

DATE: July 29, 2011

SUBJECT: **PROGRESS REPORT FROM PUBLIC DEFENDER REGARDING
CONTRACT FOR LEGAL INDIGENT DEFENSE CRIMINAL SERVICES**
(An initial assessment, conclusions, and recommendations for Indigent Defense in
Riverside County)

On December 7, 2010, the Board of Supervisors (Board) approved a shift of legal indigent defense to the Public Defender for administrative oversight and budget responsibility. As stated in the form 11 (Board agenda item 3.25), the Public Defender's control and responsibility for all aspects of this service has been increased. Specifically, the Public Defender was directed to put together a yearly budget that together covers the offices of the Public Defender, the "Alternate Public Defender" (Capital Defenders Office), and Indigent Defense.

On December 14, 2010, the Board directed the Public Defender, County Counsel, and the Purchasing Department to award the desert area conflict contract to the Law Office of Barbara Brand and to negotiate a split of the balance of the County areas between Virginia M. Blumenthal and the Criminal Defense Lawyers "in as near to an equitable split as possible".

On February 1, 2011, the Board approved the seventeen month contracts with the Law Office of Barbara M. Brand, Virginia M. Blumenthal, a Professional Law Corporation, and Criminal Defense Lawyers, (CDL), to provide conflict legal defense criminal services for Riverside County. Again, the Law Offices of the

Public Defender (LOPD) was directed to oversee indigent standards and budget. In addition, the Public Defender was requested to provide the Board with a progress report in July of 2011 on "how the indigent contracts were going". See Board agenda item 3.13.

Effective January 3, 2011, the LOPD assumed the administrative and management responsibilities for indigent defense in Riverside County. The LOPD has been involved in an intensive process of evaluating the functions of indigent defense and its operations. This evaluative process consisted of several phases. Phase One was to establish an ethical wall to prevent any conflicts of interest with LOPD or the Capital Defense Office (CDO); to protect against potential confidentiality violations and to maintain client loyalty in multiple co-defendant cases. This separate office (**Indigent Defense Office [IDO]**) within the LOPD is established pursuant to the screening practices and procedures outlined in *People v. Christian* (1996) 41 Cal.App.4th 986, *In re Charlisse* (2008) 45 Cal.4th 145 and the analysis promulgated by the State Bar of California, Formal Opinion No. 2002-158. LOPD then appointed Supervising Attorney Ruben De La Torre to manage IDO operations.

IDO has developed and is finalizing an "**Indigent Defense Office 'Quick Reference Guide'**" to assist in managing the contracts and educating the providers on what is expected to achieve success. Attached is a draft copy of the guide.

Next, we divided IDO into three categories: the Criminal Defense Conflict Providers, the Capital Case Assigned Counsel and the In Propria Persona Defendants (commonly referred to as "In Pro Per" defendants).

CRIMINAL DEFENSE CONFLICT PROVIDERS

In general the providers, Virginia M. Blumenthal (VMB); Barbara M. Brand; Harmon and Grech (CDL); and Burns and Oblachinski (JDP) are collaborating in providing the services that we require and adapting to the changes and standards delineated in their contracts.

Under the contract, **CDL** is required to represent adult indigent defendants in Riverside and Mid-County Regions, i.e. Southwest Justice Center (Southwest), Banning and Riverside Departments 21 and 22. **VMB** is required to represent adult indigent defendants in the Western Riverside Region, including Riverside Vertical Calendar Department and trial courts, Mental Health, Domestic Violence and Drug Courts. **Barbara Brand** is required to represent adult and juvenile indigent defendants in the Desert Region, including Blythe, Indio and Palm Springs. **JDP** is required to represent juvenile indigent defendants in the Riverside and Mid-County Regions (Southwest) in 602 W&IC proceedings and legal guardianship and conservatorship cases in Riverside, Mid-County and Desert regions.

IDO has met with all providers individually and as a group.

Felony Trial Attorney Monthly Report

Item 3.8 requires CDL and VMB and item 3.9 requires Barbara Brand to list "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."

All but one provider has fully complied with this provision of the contract. The provider who is not in full compliance has been instructed on what was lacking from the report. All will receive a copy of the quick reference guide to assure full compliance.

Vertical Calendar Department Report

Item 3.9(d) requires CDL and VMB and item 3.10(d) requires Barbara Brand to submit a written report that includes "the cases assigned to all VCD's, delineating the department number, case number, date assigned, charge, name of assigned attorney, and any relevant other information."

All providers have provided this report in a complete and timely manner. IDO will develop monthly reporting forms so that all providers use the same form(s) for conformity and to help organize the information.

Quarterly Report

Item 6.3 requires CDL, VMB and Barbara Brand to submit a quarterly written report including the following: " 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..."

All providers have submitted quarterly reports in a timely manner.

The providers mostly complain that the requirement directing their subcontractors to provide specific hourly documentation is contrary to customary defense practices. As a result, their report in this category has been very general and lacks specificity. We have met with the providers to discuss this requirement and they now have a better understanding of what we are looking for. The new forms that we are developing will also assist in this process.

In addition, one provider does not submit an evaluation of the investigators, vendors or subcontract attorneys. We believe our meeting with the provider will correct the oversight.

RECOMMENDATIONS

A review of all submitted statistical monthly reports by CDL, VMB, Barbara Brand and JDP indicate a good faith effort on their part to comply with the indigent defense contract. It is noted that all reports are submitted with different titles and in different formats. The following is recommended:

1. Formulate specific title reports and structure for each report to alleviate any confusion or missing information from submitted reports.
2. Conduct quarterly meetings with CDL, VMB, Barbara Brand and JDP to allow the opportunity to communicate any ideas, improvements or concerns, and more importantly, to achieve complete transparency to engender trust.
3. Investigate the implementation of an electronic paperless method for receipt of all monthly statistical reports.
4. Develop a website for IDO.
5. Finalize the **Indigent Defense Office 'Quick Reference Guide'** and distribute copies to the contract providers.

THE CAPITAL CASE ASSIGNED COUNSEL

In all capital cases where the District Attorney's Office seeks a death sentence, and the Capital Defender Office and the LOPD declare a conflict, or in multiple defendant cases, the IDO procures and oversees indigent defense services on a contract basis with pre-qualified private attorneys pursuant to California Rule of Court (CRC), Rule 4.117.

Prior to approval as lead or associate (Keenan) Counsel for a conflict capital case, IDO requires the attorney to comply with the Contract to Provide Legal Services (Contract), including indemnification insurance and the naming of the County of Riverside as an additional insured. Additionally, the attorney must submit a resume or synopsis of qualifications in compliance with CRC, Rule 4.117. Copies of a blank Contract and CRC, Rule 4.117 are mailed to the attorney for their reading and understanding.

Currently, IDO is actively recruiting interested and qualified candidates for legal representation of indigent defendants charged with a capital case.

IDO currently services 11 conflict capital cases throughout the County. In the following table, the symbol "(Y)" represents a written contract and the symbol "(N)" represents no written contract.

The second table identifies conflict capital cases in which the District Attorney's Offices have elected not to seek the death penalty, or where the case has been resolved by the jury trial.

Conflict Capital Cases

<u>Case Name</u>	<u>Case No.</u>	<u>Lead</u>	<u>Keenan</u>
1. Avalos, Emilio Manuel	INF054346	Macher (Y)	Aquilina (N)
2. Cox, Kevin	SWF026784	Exum (Y)	Markson (Y)
3. Gutierrez, Leroy	RIF112730	Aquilina (N)	Morreale (N)
4. Fletcher, Marcus	SWF011637	Duncan (N)	Clark (N)
5. Handwerk, Ronald Wesley	INF065236	Liemann (Y)	Hemmer (Y)
6. John, Emrys Justin	SWF026784	Peasley (Y)	Hemmer (Y)
7. Magana, Belinda	RIF150466	Exum (N)	Markson (Y)
8. Miller, Tyrone	SWF026784	Haddad (Y)	Dolan (Y)
9. Ponce, Angel Nicholas	SWF022015	Morreale (N)	Betler (Y)
10. Sykes, Kesaun K.	SWF026784	Myers (Y)	Pending
11. Thomas, Dale	SWF011637	Macher (Y)	Aquilina (N)

Non-Conflict Capital Cases

<u>Case Name</u>	<u>Case No.</u>	<u>Lead</u>	<u>Keenan</u>
1. Martinez, Oscar Ortiz DP withdrawn	RIF142847	Belter (Y)	Harmon (Y)
2. Navarro, Samuel DP withdrawn	SWF021408	Morreale (N)	--N/A--
3. Ruiz, Solomon DP withdrawn	SWF022015	Exum (Y)	--N/A--
4. Salgado, Daniel M. Case Closed	RIF148839	Swanson (Y)	Marshall (Y)

IDO has faced specific challenges in overseeing the servicing of conflict capital cases. Specifically, some attorneys have refused to execute the contract and have requested appointment and compensation orders directly from the Court. Some attorneys have complained about the indemnification insurance required by the County and some have expressed frustration with having the County named as an additional insured. Nevertheless, IDO has successfully recruited qualified and experienced death penalty attorneys to ensure competent legal representation for indigent people. Furthermore, IDO has achieved success in recruiting, qualifying and requiring these contract attorneys to comply with all terms and conditions of the contract.

Additionally, an area of concern is the payment process for attorney services on conflict capital cases. For example, court-appointed counsel is entitled to 30% of the total fee upon appointment on a conflict capital case. A few months later, appointed counsel is relieved due to some reasons, (e.g., new job, medical condition, conflict) and new counsel is appointed to the conflict capital case. An additional 30% of the total fee is paid to the new appointed counsel. IDO is in the process of reviewing the current pay structure to prevent increased compensation costs in situations where attorneys are relieved and new counsel is appointed.

Installment payments are delayed at times due to non-compliance with IRS Form W-9 and the failure by the attorney to establish a County of Riverside vendor number before submitting a voucher for payment. IDO is developing policy and procedures that will mitigate this problem.

RECOMMENDATIONS

Overall, the overseeing of funding and standards in conflict capital cases operates rather effectively. Few challenges involve:

1. Increasing the number of qualified attorneys for conflict capital cases,
2. Reviewing and modifying the *compensation and necessary expenses* language in the contract,
3. Collaborating with appointed counsel on conflict capital cases so they will familiarize themselves with County contract requirements (for example, accessing the appropriate County website link to establish a vendor number with either the Superior Court or the County of Riverside before submitting an invoice for payment),
4. Requesting the Court to notify IDO or order counsel to notify IDO when counsel is relieved for any reasons including but not limited to Marsden Motions, conflicts of interest or medical incapacitation.

IN PROPRIA PERSONA DEFENDANTS

Activities

IDO has discovered several concerns in overseeing the funding and standards for *in pro per* defendants. We have discovered that some courts have been appointing attorneys to assist *in pro per* defendants to write motions. Some courts have appointed paralegals to assist the defendant to organize his or her files and evidence for trial. Other courts have advanced costs to providers who were unable or unwilling to advance costs as part of the service they provide.

IDO challenged the appointment of a paralegal and assisted County Counsel in suspending the appointment order. IDO challenged the advancement of County public funds for legal supplies and continues to challenge the requirements of specific appointment orders for ancillary services by the Courts. IDO collaborated with the Court to specify in their orders the rate of pay, the maximum number of hours allotted and the scope of duties. IDO has also suggested that the Courts incorporate the County approved policy on travel, lodging and meals for standard rates. In addition, IDO and the Public Defender met with Supervising Judge Luebs to discuss developing policy and procedures to manage *in pro per* defendant costs.

After discovering these practices, IDO met with the Presiding Judge and several Supervising Judges to address our concerns about rising and unnecessary *in pro per* litigation costs. The Court has been responsive, collaborative and has shown a genuine desire to address our concerns and to create an *in pro per* system that is more cost effective and efficient.

IDO currently oversees the funding and standards for defendants representing themselves *in pro per*. At the time of this writing, we have seventeen *in pro per* defendants in the County:

PRO PER DEFENDANT LIST*

Defendant Name	Case Number	Pro Per Status Granted	Booking Number	Current Facility (as of Report Date)
Bagley, Willis Webb	RIF152654	10/22/10	200942184	Robert Presley
Brewer, Ronald James	BLF004983	01/10/11	200857126	Indio
Bush, Jermaine	RIF10002552	02/28/11	201023481	Southwest
Denman, Eugene**	RIF10000870	04/12/11	201007704	Robert Presley
Dennis, Steven Leslie	RIF135490	04/29/11	201117222	Robert Presley
Garcia, Daniel Carlos	INF064492	05/10/10	200911640	Indio
Griffin, Raymond	RIF112804	11/16/10	201027490	Southwest
Hodge, Jason Dean**	RIF1101641	03/11/11	201108334	Robert Presley
Martinez, Ernesto Salgado	INF032713	03/18/11	201034550	Indio
Moore, Dale Bruce	RIF10003079	01/24/11	201036239	Robert Presley
Nava, Jesse Dean	INF039323	06/09/10	200948567	Robert Presley
Niroula, Kaushal	INF064492	03/12/10	200910575	Indio
Pynn, Michael Robert	RIF1101625	03/17/11	201109931	Southwest
Stewart, Lee Randolph	INF10002072	01/13/11	201025729	Indio
Thompson, Schad Everett	SWF10000243	04/25/11	201001653	Robert Presley
Travis, Kevin Bernard	RIF10000561	04/01/11	201105059	Southwest

** Denman, Eugene Convicted 5/8/11 **Hodge, Jason Dean Convicted 5/11/11

Riverside County Inmate Law Library

In an attempt to reduce county costs for the litigation of indigent *in pro per* cases, IDO attended and presented a synopsis of all indigent defense services provided by IDO to the Riverside County Court at its annual Judges Criminal Law Advisory Committee Meeting on June 15, 2011. At the conclusion of the presentation, the Court requested an updated report on *in pro per* resources and how the sheriff's inmate fund could assist the Court and reduce County cost. IDO is currently scheduled to present its finding at the August meeting of the Court.

In preparation for the report, IDO toured the Indio Jail, the Robert Presley Detention Center and the Southwest Detention Center.

Overall, all three facilities offer the same *in pro per* defendant services. Each facility contains two to three Touch Sonic Technologies, Inc., and LexisNexis library kiosks for use by *in pro per* defendants and inmates. The library kiosks provide legal access to a series of legal digital resources (federal and state) and some practice guides. The emphasis is on California codes, laws and resources.

Use of Library Kiosks

An *in pro per* defendant notifies the designated program coordinator through a jail kite (written request). The program coordinator transports the mobile kiosk to a private room with a set of headphones and the *in pro per* defendant's legal supplies. The *in pro per* defendant can take a "How To" tutorial to learn how to operate the system. The process is relatively easy. The *in pro per* defendant selects a source or multiple sources to begin the legal research. Thereafter, the *in pro per* defendant reads and opens additional links to cited sources in the primary document.

Limitations

No printing is allowed. The *in pro per* defendant is not allowed to print copies of any document contained in the library kiosk. The *in pro per* defendant must write citations or codes sections on paper and deliver this research to the appointed investigator who can download citations to a flash drive. The investigator can then deliver the flash drive to the jail, for use by the *in pro per* defendant, through the library kiosks. Additionally, the flash drive contains all discovery on the case, (e.g., police report, photos, audio recording).

The sources accessible on the library kiosks are adequate; however, the following legal resources are recommended to limit the expenditure of public funds on legal books requested by *in pro per* defendants:

1. California Criminal Law Procedure and Practice 2011 Edition, CEB
2. Jefferson's California Evidence Bench book. Most recent edition. CEB
3. Bell's Manual on 1538.5 Procedure, 995 Procedure, Trombetta Motions, Informant Motions
4. Courtroom Compendiums. By Al Menaster & Michael Goodman, Most recent edition

Additionally, the library kiosks do not contain a case law search engine; however, it does allow case law searches, once the *in pro per* defendant selects a legal source or multiple sources.

Inmate Welfare Fund

Under California Penal Code section 4025, an Inmate Welfare Fund (IWF) is mandated to provide services essential to the benefit, welfare, and educational needs of inmates confined in detention facilities. Penal Code section 4025(e) provides wide latitude to the administrators of IWF.

The source of funds for the IWF are commissions received from the inmate telephone service provider, commissions from inmate purchases in the jail commissary, operational program (e.g., print shop and auto-paint shop, and interest income). However, commissions from the company providing inmate telephone service constitute the main source of income for the IWF. (See 2000-2001 GRAND JURY REPORT Inmate Welfare Program, County of Riverside.)

Legal Supplies

All Riverside County detention facilities sell the following legal supplies to inmates:

<u>Item</u>	<u>Cost</u>
GOLF PENCIL & ERASER 4PK (3-pencil/1- eraser)	\$0.40
WHT 8.5X11 WHT SHT RULED PAD	\$0.65
SKETCH PAD 8.5X11 WHT 50 SHT	\$0.71
NO-CLASP ENV9.5X12.5	\$0.11
10 ENVELOPES	\$0.22
LARGE STAMPED ENVELOPE 5PK	\$2.70
BOOK OF TEN STAMPS	\$4.40

An inmate can purchase all listed supplies for less than \$10.00. If an inmate is indigent and has no funds in his jail account, the Inmate Welfare Program will provide the above listed legal supplies free of charge to the inmate.

Phone cards are not free and are available for purchase for \$10.00 each. However, an inmate is allowed to make collect calls as needed. For example, *in pro per* defendant, at the Riverside and Southwest facilities are housed with the general population in day rooms with access to three public telephones. At the Indio jail, *in pro per* defendants are housed in a different section, have access and are allowed to make collect calls to investigators. The *in pro per* defendant's use of public telephones for collect calls are not monitored by the Sheriff, as long as the call is made to a court approved individual (e.g., an appointed investigator).

The Court frequently authorizes the investigator or the County to advance funds to the *in pro per* defendants for legal supplies in large amounts, e.g., \$50.00, \$333.68, or \$334.48. For less than \$10.00, an inmate can purchase the listed supplies on an as needed basis from the Sheriff or obtain the items from the inmate welfare program. A Court should recommend an inmate to utilize the inmate welfare fund before seeking County funds for legal supplies.

RECOMMENDATIONS

The oversight of *in pro per* defendants and the use of ancillary services at County expense present IDO an opportunity to provide structure, standards and practices to *in pro per* defendants. IDO will seek to develop the following practices and procedures:

1. Develop a contract for court-appointed investigators, specifically defining funding practices and standards to ensure quality investigative services at reasonable costs to the County.
2. Develop a Court approved appointed expert list with standard hourly rates.
3. Develop standardize Court orders regarding legal supplies, phone calls and other defense costs (e.g., discovery costs, rate and task caps).
4. Develop and complete a public website to inform and educate the public and legal community about indigent defense in Riverside County.
5. Develop procedures to fund *in pro per* defendants with legal supplies consistent with the Sherriff's policy and practices, e.g., direct jail billing practices, make full use of IWF.

Law Offices of the Public Defender

INDIGENT DEFENSE OFFICE
“QUICK REFERENCE GUIDE”

GARY WINDOM
ADMINISTRATOR
PUBLIC DEFENDER
COUNTY OF RIVERSIDE

2011

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BRIEF HISTORY OF INDIGENT DEFENSE OFFICE MANAGEMENT

The indigent defense office function, apart from services provided by the Law Offices of the Public Defender, was administered by the Superior Court until FY 1989/90, when it became a County Administrative office function called "Court Attorney Fees." This fund was overseen by an attorney who had formerly worked as a public defender. This employee retired in FY 1998/99 and the function transferred to the Court Executive Office. It was called "Courts-Indigent Defense."

In FY 2000-01, County Counsel took over the administrative function and referred to the program as "Counsel: Indigent Defense." However, County Counsel determined that program management could have either an apparent or perceived conflict of interest and the program was handed off to the County Executive Office which has managed indigent defense since FY 2002/03.

On December 7, 2010, the Board of Supervisors approved a shift of legal indigent defense to the Offices of the Public Defender for administrative oversight and budget responsibility. (See Board Agenda Item 3.05) The Public Defender's control and responsibility for all aspects of this service has been increased. Specifically, the Public Defender was directed to put together a team of judges that together covers the Offices of the Public Defender, the "Alternate Public Defender (Capital Defense Office), and Indigent Defense Office.

On December 14, 2010 the Board of Supervisors directed the Public Defender, County Counsel and the Purchasing Department to award the desert area conflict contract to the Law Office of Barbara M. Brand and to negotiate a split of the balance of the County areas between Virginia M. Blumenthal and the Criminal Defense Lawyers in as near to an equitable split as possible.

February 1, 2011, the Board of Supervisors approved the 17 months contract the Law Office of Barbara M. Brand, Virginia M. Blumenthal, a Professional Law Corporation and Criminal Defense Lawyers, to provide conflict legal defense criminal services for Riverside County. Again, the Law Offices of the Public Defender (LOPD) was directed to oversee indigent standards and budget. In addition, the Public Defender was requested to provide the Board of Supervisors with a progress report in July of 2011. (See Board Agenda item 3.13)

Effective January 3, 2011, The Law Offices of The Public Defender assumed the administrative and management responsibilities for the Indigent Defense Office.

HISTORICAL LIST OF ACCOUNTING CODES



FY 1989/90	County Administrative Office	101-12-109
FY 1998/2000	Court Executive Office	1001-350-557
FY 2001/02	County Counsel	1001-150-251
FY 2002—12/31/2010	County Executive Office	1000-1109900000
1/3/2011 – Present	Law Office of the Public Defender	10000-1109900000

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THE LAW OFFICES OF THE PUBLIC DEFENDER

OVERVIEW OF INDIGENT DEFENSE OFFICE ALTERNATIVES

<p>Also called: "LOPD"</p> <p><u>Death Penalty/Capital Cases</u> When a conflict is determined by the Capital Defender Office the case is sent to the Law Offices of the Public Defender.</p> <p><u>Adult Criminal</u> Felonies Misdemeanors Probation Violations Misc. Criminal Cases Certain Civil Cases</p> <p><u>Juvenile</u> (Reference Document Binder, Section N) California Welfare and Institutions Code Section 602 – See Section/Attached Summaries of 602, 602.3, and 602.5</p> <p><u>LPS Conservatorship</u> (Reference Document Binder, Section??)</p>	<p>Also called: "CDO"</p> <p>Historically referred to as: Alternate Public Defender "APD", or "Capital Group".</p> <p><u>Death Penalty/Capital Cases</u> All death penalty/capital cases unless there is a conflict of interest.</p> <p><u>Establishment of the IDO</u> (Reference Document Binder, Section S) Board of Supervisors Approved Recommended Motion: That the Board of Supervisors approve a contract adding an Alternate Public Defender (ADP) Office to handle death penalty cases when the Public Defender declares a conflict and commencing and upon a budget to be submitted for FY 10/11. Agenda 3.25, 2-23-10 (section 7)</p> <p>LOPD administration made the decision to allow the proper flow and management of cases due to conflict, death penalty cases would go first to CDO. If CDO declares a conflict, the case is sent to LOPD. If LOPD declares a conflict, the case is sent to IDO.</p> <p>Comment: Prior to the establishment of the Capital Defender Office, the court would appoint private counsel.</p>	<p>Also Called: "IDO"</p> <p>Historically referred to as: "Conflict Defense Panels" or "Indigent Defense Service Providers"</p> <p><u>Establishment of IDO</u> (Reference Document Binder, Section ??) Board of Supervisors Approved Recommended Motion 4: Improve the shift of Legal Indigent Defense to the Public Defender for administrative oversight and budget responsibility. Agenda 3.25, 12-07-2010</p> <p>The IDO will handle all cases where a conflict of interest has been determined within the CDO and/or LOPD</p> <p><u>Defense Contractors????</u> All non-death penalty cases, also referred to as Life with Out Parole (LOWP) Adult Criminal: Felonies Misdemeanors Probation Violations Misc. Criminal Cases Juvenile Delinquent (602) Civil: Conservatorship Guardianship LPS Conservatorship</p> <p><u>Conflict Counsel ?????</u> Death Penalty/Capital Cases: No More Than 3 open cases/contractors at any one time. ??? Civil: Conservatorship Guardianship Appeals</p> <p><u>In Propria Persona (In Pro Pers)</u> Court approves defendant's motion for self-representation.</p>
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INDIGENT DEFENSE OFFICE CONTRACTORS

CRIMINAL DEFENSE CONTACT LIST

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INDIGENT DEFENSE OFFICE CONTRACTOR SUMMARY

VIRGINIA M. BLUMENTHAL – A PROFESSIONAL LAW CORP

**West County Including Riverside Vertical Calendar Department and Trial Courts
Including Mental Health Courts, Domestic Violence Courts and Drug Courts
But Specifically Excluding Departments #21 and #22
Effective February 1, 2011**

CONTRACT DATES:	P.3, Section 2 of Agreement	2-1-11 To 6-30-12
	Renewable in one year increments thereafter up to two years expiring on 6-30-14.	
BOS AGENDA:	Form 11 3.13, 02-01-2011	
CONTRACT AMOUNTS:	P.9, Section 7 of Agreement	Paid in Arrears – submit Mo. Bill
	ATTORNEY Fees	\$ 4,816,667 / 17 Mo.
		283,333.35 / Mo.
	Trust Acct Payments* (see below P.9, Sect 8 (specialized and professional services)	\$ 20,000 / 17 Mo. \$ 1,000 / Mo.
INSURANCE:	PP.13-17, Section 13 of Agreement	
	Without limiting or diminishing the ATTORNEY 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:	
	<ul style="list-style-type: none"> • Workers Compensation – minimum \$1,000,000/person/accident P.13, Sect. 13.1 • Commercial General Liability – minimum \$1,000,000/occurrence P.14, Sect. 13.2 • Vehicle Liability – minimum \$1,000,000/occurrence P.14, Sect. 13.3 • Professional Liability – minimum \$1,000,000/occurrence & \$2,000,000 annual aggregate P.14, Sect. 13.4 • Blanket Commercial Crime P.15, Sect. 13.5 	
	ATTORNEY shall furnish County with original Certificate(s) of Insurance and certified original copies of Endorsements and any and all other attachments as required. P.16, Sect. 13.6(b)	
	ATTORNEY shall provide Proof of Coverage to County within 15 days of execution of this contract P.17, Sect. 13.6(c)	
REPRESENTING:	PP.3, Section 3 of Agreement	
	ATTORNEY is obligated to handle all cases filed in the various divisions and departments of the Courts in the Western County Region upon notification of a conflict of interest. P.3, Sect. 3.1	
	Indigent Adults (22)	
	<ul style="list-style-type: none"> • All Felony matters filed in the Riverside County Superior Courts P.3, Sect. 3.1(a) • Violation of Probation matters - only when the Public Defender declares continuing conflict of interest P.3, Sect. 3.1(b) • Misdemeanor matters except those originating in Riverside Court rooms 1 and 22 P.3, Sect. 3.1(c) • All miscellaneous matters e.g. P.4, Sect. 3.1(d) <ul style="list-style-type: none"> • Diversion Progress Hearings • Substance Abuse Enrollment Hearings • Reinstatement Hearings • Other 	
	Exclusions – P.7, Sect. 4 of Agreement	

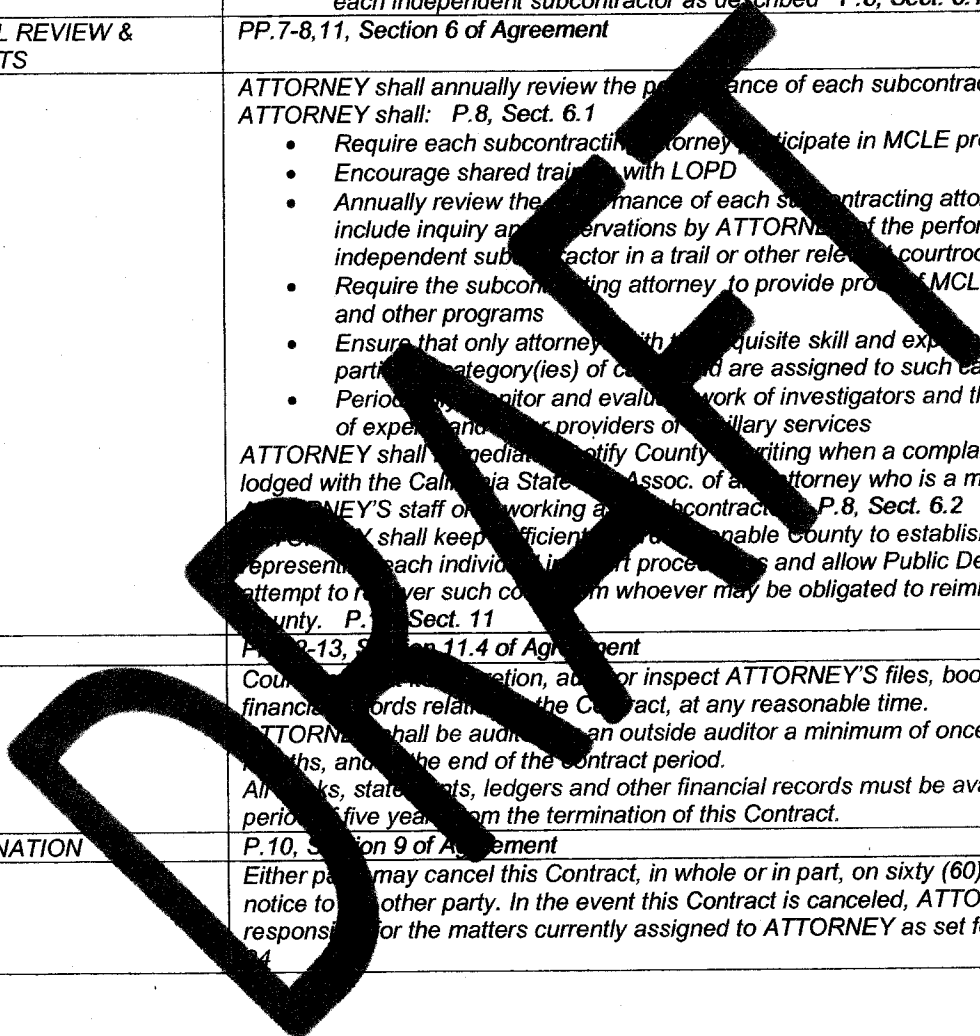
* Trust Account Notes: P10, Sect. 8

- Provide written policy, acceptable to the County, within 90 days after start of this Contract; governing the use and accounting of the trust accts.
- **Payments shall be suspended when the balance exceeds \$40,000**
- Accounts must be interest bearing funds – remain the property of the County P.12, Sect. 11.4
- ATTORNEY must have on file written documentation from each engaged subcontract attorney and professional vendor a signed acknowledge of the policies and procedures Attachment A P.23, Sect.(1)(a)

<p>SUBCONTRACTING:</p>	<p>P.5, Section 3.6 of Agreement</p> <ul style="list-style-type: none"> • ATTORNEY shall assure that all subcontractors satisfy the minimum requirements for practicing law within the State of California • ATTORNEY shall submit a list of all subcontracting attorneys to the Law Office of the Public Defender 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 • ATTORNEY shall provide evidence of qualification(s) of such subcontracting attorneys
<p>MONTHLY REPORTS:</p>	<p>Felony Trial Attorney Monthly Reports P.6, Sect. 3.8 All felony trial attorneys must submit a monthly report listing all cases not resolved within 4 months of arraignment.</p> <ul style="list-style-type: none"> • What is done on the case • What will be done to resolve the case <p>Vertical Calendar Department Reports P.6, Sect. 3.9(d)</p> <ul style="list-style-type: none"> • All cases assigned to all Vertical Calendar Department Attorneys • Provide department number • Case number • Date assigned • Charge • Name of assigned attorney • Any other relevant information <p>Monthly Attorney Performance Reports P.11, Sect. 11.1 Provide within 10 calendar days of the end of each month and include</p> <ul style="list-style-type: none"> • Name of defendant • Type of case • Case number • Charge • Disposition • Number of cases opened • Number of cases closed and reopened • Number of cases transferred • Whether a substitution of previously appointed counsel has occurred • A list of which cases ATTORNEY was appointed on under Section 3.1 (a), (b), (c), (d) and (e) • Any correction or adjustment to report must be done no later than 60 days from the required submission of the report <p>The percentage of time attorney's devote to private matters compared to work under this contract P.19, Sect. 16</p> <p>Monthly Report of Expenditures for Trust Account Funds P.11, Sect. 11.1 Provide within ten (10) calendar days of the end of each month and include</p> <ul style="list-style-type: none"> • Vendor • Type of expense (e.g. investigation, expert, etc.) • Client/case identifier (not name and/or case number of defendant) • Amount of expense <p>Current balance of the account ATTORNEY shall utilize a standard electronic accounting system to input and maintain data and compile records</p> <p>State Prison Activity Time Log P.12, Sect. 11.2 Must be submitted no later than the 10th day of every month Providing legal counsel to any state inmate charged with an offense during the time sentenced to a state correction facility PC4750 See Attachment XXX</p> <ul style="list-style-type: none"> • Per attorney/per client • Use of appropriate code for reimbursable activities • Penalty – untimely submittals preventing reimbursement of funds from the State, the amount the County would have been reimbursed will be deducted from compensation to Attorney

DRAFT

<p>QUARTERLY REPORTS:</p>	<p>County may, at its option, request these reports be submitted on a monthly basis</p> <p>Quarterly Reports P.8, Sect. 6.3</p> <ul style="list-style-type: none"> • Summary on the evaluation of the investigators and other providers of ancillary services • 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 • Any other information that may be indicative of the quality of representation or such information as requested by County • Certification from ATTORNEY that she has reviewed the performance of each independent subcontractor as described P.8, Sect. 6.1
<p>ANNUAL REVIEW & REPORTS</p>	<p>PP.7-8,11, Section 6 of Agreement</p> <p>ATTORNEY shall annually review the performance of each subcontracting attorney. ATTORNEY shall: P.8, Sect. 6.1</p> <ul style="list-style-type: none"> • Require each subcontracting attorney to participate in MCLE programs • Encourage shared training with LOPD • Annually review the performance of each subcontracting attorney – shall include inquiry and observations by ATTORNEY of the performance of the independent subcontractor in a trial or other relevant courtroom setting. • Require the subcontracting attorney to provide proof of MCLE attendance and other programs • Ensure that only attorneys with the requisite skill and experience handle particular category(ies) of cases and are assigned to such cases • Periodically monitor and evaluate the work of investigators and the performance of experienced providers of ancillary services <p>ATTORNEY shall immediately notify County in writing when a complaint has been lodged with the California State Bar Assoc. of an attorney who is a member of ATTORNEY'S staff or working as a subcontractor P.8, Sect. 6.2</p> <p>ATTORNEY shall keep sufficient records to enable County to establish the cost of representing each individual in court proceedings and allow Public Defender to attempt to recover such costs from whoever may be obligated to reimburse the County. P. 10, Sect. 11</p>
<p>Audits</p>	<p>PP. 10-13, Section 11.4 of Agreement</p> <p>County, at its option, may or inspect ATTORNEY'S files, books, and/or financial records relating to the Contract, at any reasonable time.</p> <p>ATTORNEY shall be audited by an outside auditor a minimum of once every twelve months, and at the end of the contract period.</p> <p>All books, statements, ledgers and other financial records must be available for a period of five years from the termination of this Contract.</p>
<p>TERMINATION</p>	<p>P.10, Section 9 of Agreement</p> <p>Either party 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 11.4</p>



INDIGENT DEFENSE OFFICE CONTRACTOR SUMMARY

CDL – CRIMINAL DEFENSE LAWYERS (HARMON & GRECH)

**Mid-County Including Southwest Justice Center, Banning, Hemet and
Riverside Departments #21 & #22
Effective February 1, 2011**

CONTRACT DATES:	P.3, Section 2 of Agreement	2-1-11 To 6-30-12
	Renewable in one year increments thereafter for up to two years expiring on 6-30-14.	
BOS AGENDA:	Form 11 3.13, 02-01-2011	
CONTRACT AMOUNTS:	P.9, Section 7 of Agreement	Paid in Arrears – submit Mo. Bill
	ATTORNEY Fees	\$ 3,258,333 / 17 Mo.
		\$ 191,666.64 / Mo.
	Trust Acct Payments* (see below) P.10, Sect 8	595,000 / 17 Mo.
	(specialized and professional services)	35,000 / Mo.
INSURANCE:	PP.13-17, Section 13 of Agreement	
	Without limiting or diminishing the ATTORNEY obligation to indemnify or hold the County harmless, ATTORNEY shall procure and maintain insurance to be maintained, the following insurance coverage during the term of this Agreement.	
	<ul style="list-style-type: none"> • Workers Compensation – min \$1,000,000/person/accident P.13, Sect. 13.1 • Commercial General Liability – min \$1,000,000/occurrence P.14, Sect. 13.2 • Vehicle Liability – min \$1,000,000/occurrence P.14, Sect. 13.3 • Professional Liability – min \$1,000,000/occurrence & \$2,000,000 annual aggregate P.14, Sect. 13.4 • Blanket Commercial P.15, Sect. 13.5 	
	ATTORNEY shall furnish county with original Certificate(s) of Insurance and certified copies of Endorsements and all other attachments as required. P. 16, Sect. 13.6	
	ATTORNEY shall provide Coverage to County within 15 days of execution of this contract P. 17, Sect. 13.7	
REPRESENTING:	P.2-4, Section 3 of Agreement	
	ATTORNEY is authorized to handle all cases filed in the various divisions and departments of the County within the Western County Region upon notification of a conflict of interest. P.3, Sect. 3.1	
	Indigent Attorney (P.2)	
	All Family matters filed in the Riverside County Superior Courts P.3, Sect. 3.1(a)	
	<ul style="list-style-type: none"> • All Violation of Probation matters - only when the Public Defender declares continuing conflict of interest P.3, Sect. 3.1(b) • Misdemeanor matters except those originating in Riverside Court rooms and 22 P.3, Sect. 3.1(c) • miscellaneous matters e.g. P.4, Sect. 3.1(d) <ul style="list-style-type: none"> • Diversion Progress Hearings • Substance Abuse Enrollment Hearings • Reinstatement Hearings • Other 	
	Exclusions – P.7, Sect. 4 of Agreement	

* Trust Account Notes: P10, Sect. 8

- Provide written policy, acceptable to the County, within 90 days after start of this Contract; governing the use and accounting of the trust accts.
- **Payments shall be suspended when the balance exceeds \$40,000**
- Accounts must be interest bearing funds – remain the property of the County P.12, Sect. 11.4
- ATTORNEY must have on file written documentation from each engaged subcontract attorney and professional vendor a signed acknowledge of the policies and procedures Attachment A P.23, Sect.(1)(a)

SUBCONTRACTING:	<p>P.5, Section 3.6 of Agreement</p> <ul style="list-style-type: none"> • ATTORNEY shall assure that all subcontractors satisfy the minimum requirements for practicing law within the State of California • ATTORNEY shall submit a list of all subcontracting attorneys to the Law Office of the Public Defender 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 • ATTORNEY shall provide evidence of qualification(s) of such subcontracting attorneys
MONTHLY REPORTS:	<p>Felony Trial Attorney Monthly Reports P.6, Sect. 3.8 All felony trial attorneys must submit a monthly report listing all cases not resolved within 4 months of arraignment.</p> <ul style="list-style-type: none"> • What is done on the case • What will be done to resolve the case <p>Vertical Calendar Department Reports P.9, Sect. 3.9(d)</p> <ul style="list-style-type: none"> • All cases assigned to all Vertical Calendar Department Attorneys • Provide department number • Case number • Date assigned • Charge • Name of assigned attorney • Any other relevant information <p>Monthly Attorney Performance Reports P.11, Sect. 11.1 Provide within 10 calendar days of the end of each month and include:</p> <ul style="list-style-type: none"> • Name of defendant • Type of case • Case number • Charge • Disposition • Number of cases opened • Number of cases closed and reopened • Number of cases transferred • Whether a substitution of previously appointed counsel has occurred • A list of which cases ATTORNEY was appointed on under Section 3.1 (a), (b) and (c) • Any correction or adjustment to report must be done no later than 60 days from the required submission of the report <p>The percentage of time attorney's devote to private matters compared to work under this contract P.19, Sect. 16</p> <p>Monthly Report of Expenditures for Trust Account Funds P.11, Sect. 11.1 Provide within ten (10) calendar days of the end of each month and include:</p> <ul style="list-style-type: none"> • Vendor • Type of expense (e.g. investigation, expert, etc.) • Case/case identifier (not name and/or case number of defendant) • Amount of expense <p>Current balance of the account ATTORNEY shall utilize a standard electronic accounting system to input and maintain data and compile records</p> <p>State Prison Activity Time Log P.12, Sect. 11.2 Must be submitted no later than the 10th day of every month Providing legal counsel to any state inmate charged with an offense during the time sentenced to a state correction facility PC4750 See Attachment XXX</p> <ul style="list-style-type: none"> • Per attorney/per client • Use of appropriate code for reimbursable activities • Penalty – untimely submittals preventing reimbursement of funds from the State, the amount the County would have been reimbursed will be deducted from compensation to Attorney

<p>QUARTERLY REPORTS:</p>	<p>County may, at its option, request these reports be submitted on a monthly basis</p> <p>Quarterly Reports P.8, Sect. 6.3</p> <ul style="list-style-type: none"> • Summary on the evaluation of the investigators and other providers of ancillary services • 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 • Any other information that may be indicative of the quality of representation or such information as requested by County • Certification from ATTORNEY that she has reviewed the performance of each independent subcontractor as described P.8, Sect. 6.1
<p>ANNUAL REVIEW & REPORTS</p>	<p>PP.7-8,11, Section 6 of Agreement</p> <p>ATTORNEY shall annually review the performance of each subcontracting attorney. ATTORNEY shall: P.8, Sect. 6.1</p> <ul style="list-style-type: none"> • Require each subcontracting attorney to participate in MCLE programs • Encourage shared training with LOPD • Annually review the performance of each subcontracting attorney – shall include inquiry and observations by ATTORNEY of the performance of the independent subcontractor in a trial or other relevant courtroom setting. • Require the subcontracting attorney to provide proof of MCLE attendance and other programs • Ensure that only attorneys with the requisite skill and experience handle particular category(ies) of cases and are assigned to such cases • Periodically monitor and evaluate work of investigators and the performance of experienced and other providers of ancillary services <p>ATTORNEY shall immediately notify County in writing when a complaint has been lodged with the California State Bar Assoc. of an attorney who is a member of ATTORNEY'S staff or is working as a subcontractor. P.8, Sect. 6.2</p> <p>ATTORNEY shall keep sufficient records to enable County to establish the cost of representing each individual in court proceedings and allow Public Defender to attempt to recover such costs from whoever may be obligated to reimburse the County. P.8, Sect. 11</p>
<p>Audits</p>	<p>PP.9-13, Section 11.4 of Agreement</p> <p>County may, at its option, audit or inspect ATTORNEY'S files, books, and/or financial records related to the Contract, at any reasonable time.</p> <p>ATTORNEY shall be audited by an outside auditor a minimum of once every twelve months, and at the end of the contract period.</p> <p>All books, statements, ledgers and other financial records must be available for a period of five years from the termination of this Contract.</p>
<p>TERMINATION</p>	<p>P.10, Section 9 of Agreement</p> <p>Either party 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 4.</p>

INDIGENT DEFENSE OFFICE CONTRACTOR SUMMARY

LAW OFFICE OF BARBARA M. BRAND

(Riverside Superior Court - Desert Region) P.2, Sect.1

Effective February 1, 2011

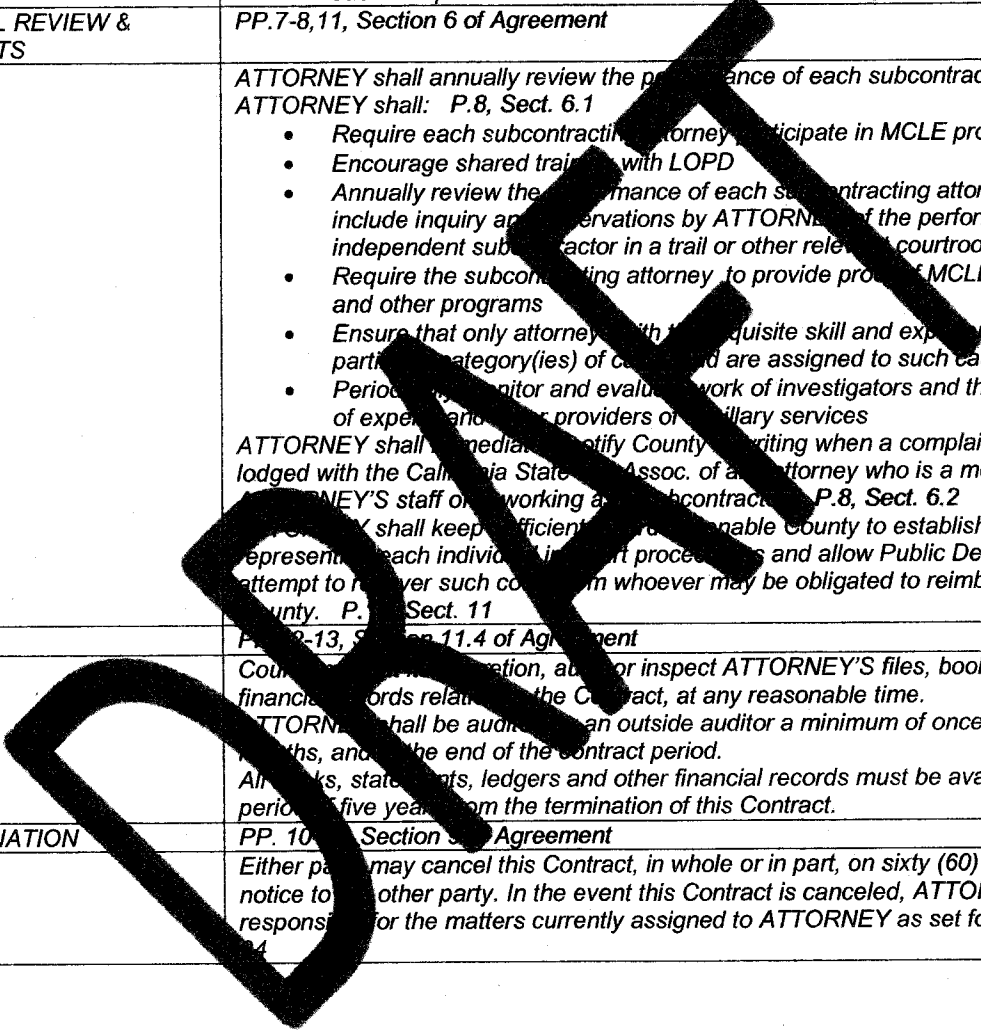
CONTRACT DATES:	P.3, Section 2 of Agreement	2-1-11 To 6-30-12
	Renewable in one year increments thereafter for up to two years expiring on 6-30-14.	
BOS AGENDA:	Form 11 3.13, 02-01-2011	
CONTRACT AMOUNTS:	P.9, Section 7 of Agreement	Paid in Arrears – submit Mo. Bill
	ATTORNEY Fees	\$ 2,691,661 / 17 Mo.
		\$ 158,333 / Mo.
	Trust Acct Payments* (see below) P.10, Sect. 8	\$ 136,000 / 17 Mo.
	(specialized and professional services)	8,000 / Mo.
INSURANCE:	PP.13-17, Section 13 of Agreement	
	Without limiting or diminishing the ATTORNEY obligation to indemnify or hold the County harmless, ATTORNEY shall procure and maintain for cause to be maintained, the flowing insurance coverages during the term of this Agreement.	
	<ul style="list-style-type: none"> • Workers Compensation – minimum \$1,000,000/person/accident P.13, Sect. 13.1 • Commercial General Liability – \$1,000,000/occurrence P.14, Sect. 13.2 • Vehicle Liability – min \$1,000,000/occurrence P.14, Sect. 13.3 • Professional Liability – min \$1,000,000/occurrence & \$2,000,000 annual aggregate P.14, Sect. 13.4 • Blanket Commercial Crime P.15, Sect. 13.5 	
	ATTORNEY shall furnish county with original Certificate(s) of Insurance and certified copies of Endorsements and all other attachments as required. P.17, Sect. 13.7	
	ATTORNEY shall provide coverage to County within 15 days of execution of this contract P.17, Sect. 13.7	
REPRESENTING:	P.3-4, Section 3 of Agreement	
	ATTORNEY is obligated to handle all cases filed in Riverside County Superior Court Desert Region subject to the following conflict of interest. P.3, Sect. 3	
	Indigent Defendants: (P.2)	
	<ul style="list-style-type: none"> • All felony matters in the Desert Region P.3, Sect. 3.1(a) • All Violation of Probation matters - only when the Public Defender declares a continuing conflict of interest P.3, Sect. 3.1(b) • All Misdemeanor matters P.3, Sect. 3.1(d) • All miscellaneous matters e.g. P.4, Sect. 3.1(e) <ul style="list-style-type: none"> Diversion Progress Hearings Substance Abuse Enrollment Hearings Reinstatement Hearings Other 	
	Indigent Minors: P.4, Sect. 3.3	
	Juvenile (Under 18) proceedings under Welfare and Institutions Code 602 Et. Seq.	
	Exclusions – P.7, Sect. 4 of Agreement	

* Trust Account Notes: P10, Sect. 8

- Provide written policy, acceptable to the County, within 90 days after start of this Contract; governing the use and accounting of the trust accts.
- Two Trust Accounts: 1 Juvenile, 1 Criminal, One amount of \$8,000/Mo
- **Payments shall be suspended when the balance exceeds \$40,000**
- If Juvenile Trust goes below \$3,000, transfer from criminal in \$3,000 increments and notify the Public Defender
- Accounts must be interest bearing funds – remain the property of the County P.12, Sect. 11.4
- ATTORNEY must have on file written documentation from each engaged subcontract attorney and professional vendor a signed acknowledge of the policies and procedures Attachment A P.23, Sect.(1)(a)

<p>SUBCONTRACTING:</p>	<p><i>P.5, Section 3.7 of Agreement</i></p> <ul style="list-style-type: none"> • ATTORNEY shall assure that all subcontractors satisfy the minimum requirements for practicing law within the State of California • ATTORNEY shall submit a list of all subcontracting attorneys to the Law Office of the Public Defender 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 • ATTORNEY shall provide evidence of qualification(s) of such subcontracting attorneys
<p>MONTHLY REPORTS:</p>	<p>Felony Trial Attorney Monthly Reports <i>P.6, Sect. 3.9</i> All felony trial attorneys must submit a monthly report listing all cases not resolved within 4 months of arraignment.</p> <ul style="list-style-type: none"> • What is done on the case • What will be done to resolve the case <p>Vertical Calendar Department Report <i>P.10, Sect. 3.10(d)</i></p> <ul style="list-style-type: none"> • All cases assigned to all Vertical Calendar Department Attorneys • Provide department number • Case number • Date assigned • Charge • Name of assigned attorney • Any other relevant information <p>Monthly Attorney Performance Report <i>P.11, Sect. 11.1</i> Provide within 10 calendar days of the end of each month and include:</p> <ul style="list-style-type: none"> • Name of defendant • Type of case • Case number • Charge • Disposition • Number of cases opened • Number of cases closed and reopened • Number of cases transferred • Whether a substitution of previously appointed counsel has occurred • A list of all cases in which the ATTORNEY was appointed on under Section 3.10(d) and • Any correction or adjustment to report must be done no later than 60 days from the required submission of the report <p>The percentage of time attorney's devote to private matters compared to work under this contract <i>P.19, Sect. 16</i></p> <p>Monthly Report of Expenditures for Trust Account Funds <i>P.11, Sect. 11.1</i> Provide within ten (10) calendar days of the end of each month and include:</p> <ul style="list-style-type: none"> • Vendor • Type of expense (e.g. investigation, expert, etc.) • Defendant/case identifier (not name and/or case number of defendant) • Amount of expense <p>Current balance of the account ATTORNEY shall utilize a standard electronic accounting system to input and maintain data and compile records</p> <p>State Prison Activity Time Log <i>P.12, Sect. 11.2</i> Must be submitted no later than the 10th day of every month Providing legal counsel to any state inmate charged with an offense during the time sentenced to a state correction facility PC4750 See Attachment XXX</p> <ul style="list-style-type: none"> • Per attorney/per client • Use of appropriate code for reimbursable activities • Penalty - untimely submittals preventing reimbursement of funds from the State, the amount the County would have been reimbursed will be deducted from compensation to Attorney

QUARTERLY REPORTS:	County may, at its option, request these reports be submitted on a monthly basis
	<p>Quarterly Reports P.8, Sect. 6.3</p> <ul style="list-style-type: none"> • Summary on the evaluation of the investigators and other providers of ancillary services • 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 • Any other information that may be indicative of the quality of representation or such information as requested by County • Certification from ATTORNEY that she has reviewed the performance of each independent subcontractor as described P.8, Sect. 6.1
ANNUAL REVIEW & REPORTS	PP.7-8,11, Section 6 of Agreement
	<p>ATTORNEY shall annually review the performance of each subcontracting attorney. ATTORNEY shall: P.8, Sect. 6.1</p> <ul style="list-style-type: none"> • Require each subcontracting attorney participate in MCLE programs • Encourage shared training with LOPD • Annually review the performance of each subcontracting attorney – shall include inquiry and observations by ATTORNEY of the performance of the independent subcontractor in a trial or other relevant courtroom setting. • Require the subcontracting attorney to provide proof of MCLE attendance and other programs • Ensure that only attorneys with the requisite skill and experience handle particular category(ies) of cases and are assigned to such cases • Periodically monitor and evaluate work of investigators and the performance of experienced other providers of ancillary services <p>ATTORNEY shall immediately notify County in writing when a complaint has been lodged with the California State Bar Assoc. of an attorney who is a member of ATTORNEY'S staff or is working as a subcontractor. P.8, Sect. 6.2</p> <p>ATTORNEY shall keep sufficient records to enable County to establish the cost of representing each individual in court proceedings and allow Public Defender to attempt to recover such costs from whoever may be obligated to reimburse the County. P. 11, Sect. 11</p>
Audits	PP. 12-13, Section 11.4 of Agreement
	<p>County may, at its option, request, audit or inspect ATTORNEY'S files, books, and/or financial records relating to the Contract, at any reasonable time.</p> <p>ATTORNEY shall be audited by an outside auditor a minimum of once every twelve months, and at the end of the contract period.</p> <p>All books, statements, ledgers and other financial records must be available for a period of five years from the termination of this Contract.</p>
TERMINATION	PP. 10, Section 9 of Agreement
	<p>Either party 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 14.</p>



INDIGENT DEFENSE: ASSIGNMENT OF COURT APPOINTED ATTORNEYS AND INVESTIGATORS

❖ DEATH PENALTY CASES

- Indigent Defense Office – compiles list of qualified attorneys
 - ◆ Preliminary contract is sent to attorney
 - ◆ Attorney agrees to conditions of contract
- All Death Penalty cases go to Capital Defender Office
 - If conflict is noted at CDO or maximum caseload is reached – case is sent to Law Offices of Public Defender
 - If conflict at LOPD or maximum caseload is reached – case is sent to Indigent Defense Office.
- Indigent Defense Office determines category of case (A, B, C, D)
- Indigent Defense Office sends contract to the 1st and 2nd for signatures. Attorneys are assigned based on list IDO has of qualified outside attorneys.
- Indigent Defense Office sends letter stating the attorneys of record to presiding judge. Judge then signs the letter.
- Assigned attorneys appear at next proceeding date
- Court confirms attorneys as attorneys of record for the 1st and 2nd.
- All invoices for attorney services are sent directly to the Indigent Defense Office

❖ IN PRO PERIS

- Indigent Defense Office – compiles list of qualified investigators and expert witnesses
 - ◆ Set up parameters of service
 - ◆ Set up appropriate costs per service
- Court determines whether inmate is qualified
- Court motion will appoint investigators from list provided by Indigent Defense Office
- All invoices for services will be sent directly to Indigent Defense Office for review
 - ◆ Upon approval, payment is issued
 - ◆ If discrepancy is discovered and parties cannot agree, IDO notifies Court
 - Court will have hearing to make determination of validity of claim
- Request of equipment and/or supplies
 - ◆ Inmate will come before the Court with motion

- ◆ Court will order the necessary equipment and/or supplies
 - Defendant is an inmate at the county jail
 - Jail will provide from their supplies when available
 - Jail will journal voucher to the Indigent Defense Office for the costs
 - When jail does not have required equipment and/or supplies
 - Indigent Defense Office will provide
 - ◆ Costs will be reimbursed from Welfare Inmate Fund
 - Defendant not in custody
 - Indigent Defense Office will provide

❖ CONSERVATORSHIPS

- Court orders counsel from Court list of qualified attorneys and sets costs
- All invoices are sent directly to the Indigent Defense Office
 - ◆ Invoices must be submitted to the IDO at least quarterly

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INDIGENT DEFENSE

COURT LOCATION AND CONTACT SUMMARY

FOR COURT APPOINTED FEES PROCESSING

Indio Blythe Palm Springs (Closed)	Hemet Banning Southwest Justice Center	Riverside Corona
Kara Amidei 760-863-8426 x 51669	Nickie Arizu x 62313	<u>Probate</u> Pat Childers 951-955-0026 <u>Criminal</u> Anne Todd 951-955-0026

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



3.35

On motion of Supervisor Ashley, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from Public Defender regarding Progress Report from the Public Defender regarding the Contract for Legal Indigent Defense Criminal Services is continued to Tuesday, August 16, 2011 at 9:00 a.m.

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on July 12, 2011 of Supervisors Minutes.

(seal)

WITNESS my hand and the seal of the Board of Supervisors
Dated: July 12, 2011
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.
3.35

xc: PD, COB



MEMORANDUM

EXECUTIVE OFFICE, COUNTY OF RIVERSIDE

Bill Luna
County Executive Officer

Jay E. Orr
Assistant County Executive Officer

TO: Kecia Harper-Ihem, COB
FROM: Jay E. Orr, Assistant CEO
DATE: June 30, 2011
RE: **CONTINUANCE**

The Public Defender's Office is requesting the item below be continued to August 16, 2011:

Progress Report from Public Defender regarding contract for Legal Indigent Defense Criminal Services.

H:\dGRANT\form 11s\continuance.doc

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: _____

Gary Windom

Address: _____

(only if follow-up mail response requested)

City: _____

Zip: _____

Phone #: _____

Date: _____

8/16/2011

Agenda # _____

3.71

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ **Support**

_____ **Oppose**

_____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support**

_____ **Oppose**

_____ **Neutral**

I give my 3 minutes to: _____