

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



ITEM
3.7
(ID # 8519)

MEETING DATE:

Tuesday, December 11, 2018

FROM : EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Approve Amendment No. 4 to the Contract to Provide Legal Services with Law Office of Barbara M. Brand, Amendment No. 5 to the Contract to Provide Legal Services with Criminal Defense Lawyers, Amendment No. 4 to the Contract to Provide Legal Services with Virginia M. Blumenthal, A Professional Law Corporation, and Amendment No. 8 to the Contract to Provide Legal Services with Juvenile Defense Panel, All Districts [Annual Cost: \$7,139,833; Source of Funds – 100% Indigent Defense Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve (a) Amendment No. 4 to the Contract to Provide Legal Services with Law Office of Barbara M. Brand to extend the term of performance for three (3) years commencing on July 1, 2019 through June 30, 2022, with the option to renew for two (2) additional years in one year increments, for an annual amount not to exceed \$1,669,620; (b) Amendment No. 5 to the Contract to Provide Legal Services with Criminal Defense Lawyers to extend the term of performance for three (3) years commencing on July 1, 2019 through June 30, 2022, with the option to renew for two (2) additional years in one year increments, for an annual amount not to exceed \$2,021,125; (c) Amendment No. 4 to the Contract to Provide Legal Services with Virginia M. Blumenthal, A Professional Law Corporation to extend the term of performance for three (3) years commencing on July 1, 2019 through June 30, 2022, with the option to renew for two (2) additional years in one year increments, for an annual amount not to exceed \$2,987,748; (d) Amendment No. 8 to the Contract to Provide Legal Services with Juvenile Defense Panel to extend the term of performance for three (3) years commencing on July 1, 2019 through June 30, 2022, with the option to renew for two (2) additional years in one year increments, for an annual amount not to exceed \$461,340; and authorize the Chairman of the Board to sign the amendments on behalf of the County.

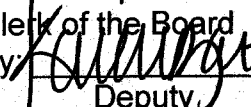
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ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: December 11, 2018
xc: E.O., Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that exercise the renewal options and sign amendments that do not change the substantive terms of the Agreement.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ N/A	\$ 7,139,833	\$ 21,419,499	\$ N/A
NET COUNTY COST	\$ N/A	\$ 7,139,833	\$ 21,419,499	\$ N/A
SOURCE OF FUNDS: Indigent Defense Budget			Budget Adjustment:	No
			For Fiscal Year:	19/20- 21/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside County is required to retain legal services to represent indigent defendants for whom the Riverside County Public Defender's Office (PD) declares a conflict of interest.

The amendments have been approved as to form by County Counsel.

Impact on Residents and Businesses

The area serviced under these agreements include all branches of the Riverside Superior Court across all geographic regions. Matters to be handled include violation of probation hearings, misdemeanors, and felonies (including non-death penalty murder cases), as well as other miscellaneous appointments by the court, wherein the Public Defender has declared a conflict and the defendant/party meets the Public Defender's indigence standard, which is consistent with 45 Code of Federal Regulations 1611 et seq.

Additional Fiscal Information

Fees paid from Indigent Defense Budget

Contract History and Price Reasonableness

The Executive Office and County Purchasing and Fleet Services worked together to negotiate with indigent defense law firms to accept a reduction in rates in exchange for an additional three year term, with the option to renew for additional two years, in one year increments on their contract. In October 2018, the Executive Office and County Purchasing and Fleet Services successfully negotiated with Law Office of Barbara M. Brand, Criminal Defense Lawyers, Virginia M. Blumenthal, A Professional Law Corporation and Juvenile Defense Panel a 5% rate reduction in the monthly fee. The Law Firms provide monthly and quarterly reports to the Executive Office as outlined in Agreement.

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

These Law Firms have done an excellent job in providing services to the County and the Executive Office and County Purchasing and Fleet Services respectfully request approval of the contract amendments.

Legal Firm	Current Annual Rate	New Annual Rate 7-1-2019	Annual Savings	Three Year Savings
Law Office of Barbara Brand	\$1,757,496.00	\$1,669,620.00	\$87,876.00	\$263,628.00
Criminal Defense Lawyers	\$2,127,499.00	\$2,021,125.00	\$106,374.00	\$319,122.00
Virginia M. Blumenthal	\$3,145,000.00	\$2,987,748.00	\$157,252.00	\$471,756.00
Juvenile Defense Panel (JDP)	\$485,625.00	\$461,340.00	\$24,285.00	\$72,855.00
			Annual Savings	Three Year Savings
			\$375,787.00	\$1,127,361.00

Additional Vendor Information

Criminal Defense Lawyers and Virginia M. Blumenthal, A Professional Law Corporation cover all Western Riverside County Adult Indigent Defense.

Juvenile Defense Panel covers all Western Riverside County for Juvenile Indigent Defense.

Law Office of Barbara M. Brand covers the desert and Blythe for Adult and Juvenile Indigent Defense.

ATTACHMENTS:

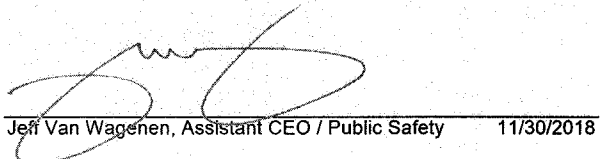
Attachment A: Amendment No. 4 to the Contract to Provide Legal Services with Law Office of Barbara M. Brand

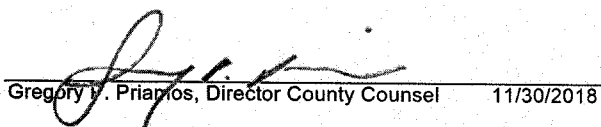
Attachment B: Amendment No. 5 to the Contract to Provide Legal Services with Criminal Defense Lawyers

Attachment C: Amendment No. 4 to the Contract to Provide Legal Services with Virginia M. Blumenthal, A Professional Law Corporation

Attachment D: Amendment No. 8 to the Contract to Provide Legal Services with Juvenile Defense Panel


Tina Grande, Assistant Purchasing Director 11/29/2018


Jeff Van Wageningen, Assistant CEO / Public Safety 11/30/2018


Gregory V. Priamos, Director County Counsel 11/30/2018

COUNTY OF RIVERSIDE
AMENDMENT NO. 4 TO THE CONTRACT TO PROVIDE LEGAL SERVICES
WITH
LAW OFFICE OF BARBARA M. BRAND

Contract Term of Performance (as amended):	2/1/11 through 6/30/22
Effective Date of Amendment:	1/1/19
Original Annual Maximum Contract Amount:	\$1,899,996 (2/1/11 through 6/30/14) \$1,757,496 (7/1/14 through 6/30/19)
Amended Annual Maximum Contract Amount:	\$1,669,620 (7/1/19 through 6/30/22)

The Contract to Provide Legal Services (hereinafter "Contract") between County of Riverside (hereinafter "COUNTY") and BARBARA M. BRAND dba LAW OFFICE OF BARBARA M. BRAND (hereinafter "ATTORNEY") approved February 1, 2011, agenda item 3.13, with a first amendment executed June 21, 2012, a second amendment executed June 27, 2013, and a third amendment approved March 11, 2014, agenda item 3.22, is hereby amended as follows:

1. **Term of Performance.** Section 2, TERM OF PERFORMANCE, is hereby amended to extend the term of performance for three (3) years commencing on July 1, 2019 and continuing through June 30, 2022 as follows:

"This Contract shall take effect on February 1, 2011 and continue to June 30, 2022 with the option to renew for two (2) additional years, in one-year increments by written amendment, unless terminated sooner as provided herein."

2. **Compensation.** Section 7, COMPENSATION, is hereby amended to add the monthly and annual compensation rates for the term of performance commencing on July 1, 2019 and continuing through June 30, 2022 as follows:

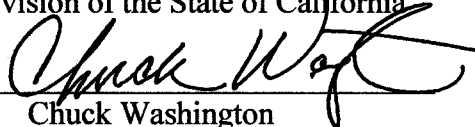
"The Contract cost for February 1, 2011 through June 30, 2014 shall be a maximum of \$1,899,996 (one million eight hundred ninety-nine thousand nine hundred ninety-six dollars) annually, plus expenses as set forth in Section 8 herein; COUNTY shall pay ATTORNEY up to the sum of \$158,333 (one hundred fifty-eight thousand three hundred thirty-three dollars) per month, paid in arrears, upon the submission of an approved monthly report and an invoice for services. The Contract cost for July 1, 2014 through June 30, 2019 shall be a maximum of \$1,757,496 (one million seven hundred fifty-seven thousand four hundred ninety-six dollars) annually, plus expenses as set forth in Section 8 herein; COUNTY shall pay ATTORNEY up to the sum of \$146,458 (one hundred forty-six thousand four hundred fifty-eight dollars) per month, paid in arrears, upon the submission of an approved monthly report and an invoice for services. The Contract cost for July 1, 2019 through June 30, 2022 shall be a maximum of \$1,669,620 (one million six hundred sixty-nine thousand six hundred twenty dollars) annually, plus expenses as set forth in Section 8 herein; COUNTY shall pay ATTORNEY up to the sum of \$139,135 (one hundred thirty-nine thousand one hundred thirty-five 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 that they are properly disbursed to provide the legal services required under this Contract."

COUNTY OF RIVERSIDE
AMENDMENT NO. 4 TO THE CONTRACT TO PROVIDE LEGAL SERVICES
WITH
LAW OFFICE OF BARBARA M. BRAND

3. **Miscellaneous.** All other terms and conditions of the Contract not modified herein shall remain unchanged and in full force and effect.
4. **Effective Date.** This Amendment No. 4 to the Contract shall become effective January 1, 2019.

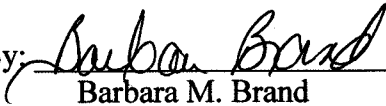
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 4.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Chuck Washington
Chairman, Board of Supervisors

Dated: DEC 11 2018

BARBARA M. BRAND dba LAW OFFICE OF BARBARA M. BRAND

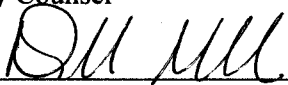
By: 
Barbara M. Brand
Sole-Proprietor

Dated: 11-28-18

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Danielle Maland
Deputy County Counsel

Dated: 12/10/18

COUNTY OF RIVERSIDE
AMENDMENT NO. 5 TO THE CONTRACT TO PROVIDE LEGAL SERVICES
WITH
CRIMINAL DEFENSE LAWYERS

Contract Term of Performance (as amended):	2/1/11 through 6/30/22
Effective Date of Amendment:	1/1/19
Original Annual Maximum Contract Amount:	\$2,299,998.68 (2/1/11 through 6/30/14) \$2,127,499 (7/1/14 through 6/30/19)
Amended Annual Maximum Contract Amount:	\$2,021,125 (7/1/19 through 6/30/22)

The Contract to Provide Legal Services (hereinafter "Contract") between County of Riverside (hereinafter "COUNTY") and PAUL GRECH, JR. dba CRIMINAL DEFENSE LAWYERS (hereinafter "ATTORNEY") approved February 1, 2011, agenda item 3.13, with a first amendment executed June 19, 2012, a second amendment approved April 9, 2013, agenda item 3.23, a third amendment executed July 9, 2013, and a fourth amendment approved February 25, 2014, agenda item 3.28, is hereby amended as follows:

1. **Term of Performance.** Section 2, TERM OF PERFORMANCE, is hereby amended to extend the term of performance for three (3) years commencing on July 1, 2019 and continuing through June 30, 2022 as follows:

"This Contract shall take effect on February 1, 2011 and continue to June 30, 2022 with the option to renew for two (2) additional years, in one-year increments by written amendment, unless terminated sooner as provided herein."

2. **Compensation.** Section 7, COMPENSATION, is hereby amended to add the monthly and annual compensation rates for the term of performance commencing on July 1, 2019 and continuing through June 30, 2022 as follows:

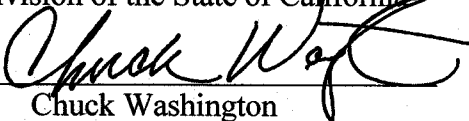
"The Contract cost for February 1, 2011 through June 30, 2014 shall be a maximum of \$2,299,998.68 (two million two hundred ninety-nine thousand nine hundred ninety-eight dollars and sixty-eight cents) annually, plus expenses as set forth in Section 8 herein; COUNTY shall pay ATTORNEY up to the sum of \$191,666.64 (one hundred ninety-one thousand six hundred sixty-six dollars and sixty-four cents) per month, paid in arrears, upon the submission of an approved monthly report and an invoice for services. The Contract cost for July 1, 2014 through June 30, 2019 shall be a maximum of \$2,127,499 (two million one hundred twenty-seven thousand four hundred ninety-nine dollars) annually, plus expenses as set forth in Section 8 herein; COUNTY shall pay ATTORNEY up to the sum of \$177,292 (one hundred seventy-seven thousand two hundred ninety-two dollars) per month, paid in arrears, upon the submission of an approved monthly report and an invoice for services. The Contract cost for July 1, 2019 through June 30, 2022 shall be a maximum of \$2,021,125 (two million twenty-one thousand one hundred twenty-five dollars) annually, plus expenses as set forth in Section 8 herein; COUNTY shall pay ATTORNEY up to the sum of \$168,427 (one hundred sixty-eight thousand four hundred twenty-seven 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 that they are properly disbursed to provide the legal services required under this Contract."

COUNTY OF RIVERSIDE
AMENDMENT NO. 5 TO THE CONTRACT TO PROVIDE LEGAL SERVICES
WITH
CRIMINAL DEFENSE LAWYERS

3. **Miscellaneous.** All other terms and conditions of the Contract not modified herein shall remain unchanged and in full force and effect.
4. **Effective Date.** This Amendment No. 5 to the Contract shall become effective January 1, 2019.

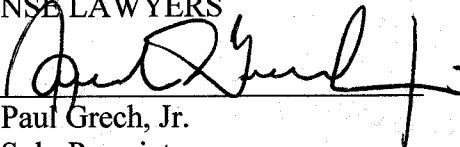
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 5.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Chuck Washington
Chairman, Board of Supervisors

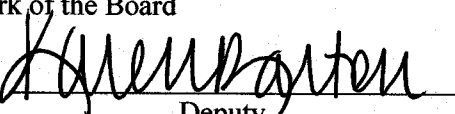
Dated: DEC 11 2018

PAUL GRECH, JR. dba CRIMINAL DEFENSE LAWYERS

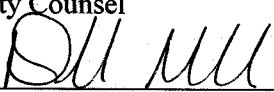
By: 
Paul Grech, Jr.
Sole-Proprietor

Dated: 11/28/2018

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Danielle Maland
Deputy County Counsel

Dated: 12/4/18

COUNTY OF RIVERSIDE
AMENDMENT NO. 4 TO THE CONTRACT TO PROVIDE LEGAL SERVICES
WITH
VIRGINIA M. BLUMENTHAL, A PROFESSIONAL LAW CORPORATION

Contract Term of Performance (as amended):	2/1/11 through 6/30/22
Effective Date of Amendment:	1/1/19
Original Annual Maximum Contract Amount:	\$3,400,000 (2/1/11 through 6/30/14) \$3,145,000 (7/1/14 through 6/30/19)
Amended Annual Maximum Contract Amount:	\$2,987,748 (7/1/19 through 6/30/22)

The Contract to Provide Legal Services (hereinafter "Contract") between County of Riverside (hereinafter "COUNTY") and VIRGINIA M. BLUMENTHAL, A PROFESSIONAL LAW CORPORATION (hereinafter "ATTORNEY") approved February 1, 2011, agenda item 3.13, with a first amendment executed June 19, 2012, a second amendment executed July 27, 2013, and a third amendment approved February 25, 2014, agenda item 3.28, is hereby amended as follows:

1. **Term of Performance.** Section 2, TERM OF PERFORMANCE, is hereby amended to extend the term of performance for three (3) years commencing on July 1, 2019 and continuing through June 30, 2022 as follows:

"This Contract shall take effect on February 1, 2011 and continue to June 30, 2022 with the option to renew for two (2) additional years, in one-year increments by written amendment, unless terminated sooner as provided herein."

2. **Compensation.** Section 7, COMPENSATION, is hereby amended to add the monthly and annual compensation rates for the term of performance commencing on July 1, 2019 and continuing through June 30, 2022 as follows:

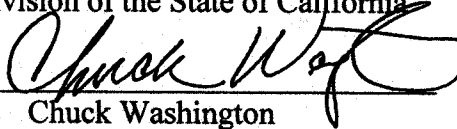
"The Contract cost for February 1, 2011 through June 30, 2014 shall be a maximum of \$3,400,000 (three million four hundred thousand dollars) annually, plus expenses as set forth in Section 8 herein; COUNTY shall pay ATTORNEY up to the sum of \$283,333.35 (two hundred eighty-three thousand three hundred thirty-three dollars and thirty-five cents) per month, paid in arrears, upon the submission of an approved monthly report and an invoice for services. The Contract cost for July 1, 2014 through June 30, 2019 shall be a maximum of \$3,145,000 (three million one hundred forty-five thousand dollars) annually, plus expenses as set forth in Section 8 herein; COUNTY shall pay ATTORNEY up to the sum of \$262,083 (two hundred sixty-two thousand eighty-three dollars) per month, paid in arrears, upon the submission of an approved monthly report and an invoice for services. The Contract cost for July 1, 2019 through June 30, 2022 shall be a maximum of \$2,987,748 (two million nine hundred eighty-seven thousand seven hundred forty-eight dollars) annually, plus expenses as set forth in Section 8 herein; COUNTY shall pay ATTORNEY up to the sum of \$248,979 (two hundred forty-eight thousand nine hundred seventy-nine 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 that they are properly disbursed to provide the legal services required under this Contract."

COUNTY OF RIVERSIDE
AMENDMENT NO. 4 TO THE CONTRACT TO PROVIDE LEGAL SERVICES
WITH
VIRGINIA M. BLUMENTHAL, A PROFESSIONAL LAW CORPORATION

3. **Miscellaneous.** All other terms and conditions of the Contract not modified herein shall remain unchanged and in full force and effect.
4. **Effective Date.** This Amendment No. 4 to the Contract shall become effective January 1, 2019.

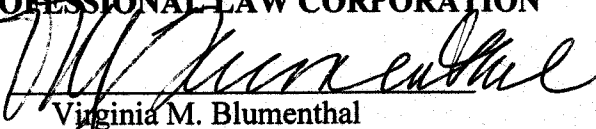
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 4.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Chuck Washington
Chairman, Board of Supervisors

Dated: DEC 11 2018

VIRGINIA M. BLUMENTHAL, A PROFESSIONAL LAW CORPORATION

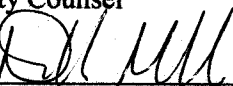
By: 
Virginia M. Blumenthal
President

Dated: 11-28-18

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Danielle Maland
Deputy County Counsel

Dated: 12/4/18

COUNTY OF RIVERSIDE
AMENDMENT NO. 8 TO THE CONTRACT TO PROVIDE LEGAL SERVICES
WITH
JUVENILE DEFENSE PANEL

Contract Term of Performance (as amended):	11/24/09 through 6/30/22
Effective Date of Amendment:	1/1/19
Original Annual Maximum Contract Amount:	\$525,000 (11/24/09 through 11/23/14) \$485,625 (11/24/14 through 6/30/19)
Amended Annual Maximum Contract Amount:	\$461,340 (7/1/19 through 6/30/22)

The Contract to Provide Legal Services (hereinafter "Contract") between County of Riverside (hereinafter "COUNTY") and BURNS AND OBLACHINSKI, A PROFESSIONAL CORPORATION dba JUVENILE DEFENSE PANEL (hereinafter "ATTORNEY") approved November 24, 2009, agenda item 3.80, with a first amendment executed June 9, 2010, a second amendment executed January 13, 2011, no third amendment executed, a fourth amendment executed April 1, 2013, a fifth amendment executed April 1, 2013, a sixth amendment executed November 18, 2013, and a seventh amendment approved March 11, 2014, agenda item 3.22, is hereby amended as follows:

1. **Term of Performance.** Section 2, TERM OF PERFORMANCE, is hereby amended to extend the term of performance for three (3) years commencing on July 1, 2019 and continuing through June 30, 2022 as follows:

"This Contract shall take effect November 24, 2009 and continue in effect to and including June 30, 2022, with the option to renew for two (2) additional years, in one-year increments by written amendment, unless terminated sooner as provided herein."

2. **Compensation.** Section 6, COMPENSATION, is hereby amended to add the monthly and annual compensation rates for the term of performance commencing on July 1, 2019 and continuing through June 30, 2022 as follows:

"The Contract compensation for representation of indigent minors in Juvenile Court for November 24, 2009 through November 23, 2014 shall be a maximum of \$525,000 (five hundred twenty-five thousand dollars) annually, plus expenses as set forth in Section 8 herein; COUNTY shall pay ATTORNEY up to the sum of \$43,750 (forty-three thousand seven hundred fifty dollars) per month, in monthly installments, paid in arrears. The Contract compensation for November 24, 2014 through June 30, 2019 shall be a maximum of \$485,625 (four hundred eighty-five thousand six hundred twenty-five dollars) annually, plus expenses as set forth in Section 8 herein; COUNTY shall pay ATTORNEY up to the sum of \$40,468 (forty thousand four hundred sixty-eight dollars) per month, in monthly installments, paid in arrears. The Contract compensation for July 1, 2019 through June 30, 2022 shall be a maximum of \$461,340 (four hundred sixty-one thousand three hundred forty dollars) annually, plus expenses as set forth in Section 8 herein; COUNTY shall pay ATTORNEY up to the sum of \$38,445 (thirty-eight thousand four hundred forty-five dollars) per month, in monthly installments, paid in arrears. ATTORNEY shall submit an invoice on letterhead, accompanied by a completed Reporting Form for each attorney, which form is attached hereto as Attachment B, and incorporated herein by this reference. The invoice and Reporting Form shall be submitted by the 10th of the month following the month services

RFP# EOARC-015
BOS agenda # 11-24-2009 3.24 / 3-11-2014 3.22
Form #116-311

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DEC 11 2018 3.7

COUNTY OF RIVERSIDE
AMENDMENT NO. 8 TO THE CONTRACT TO PROVIDE LEGAL SERVICES
WITH
JUVENILE DEFENSE PANEL

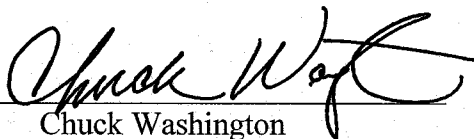
were provided. The invoice should request payment of both fees due and the trust account funds. Payment shall only be made after review and approval of the supporting documentation.”

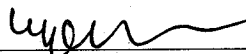
3. **Miscellaneous.** All other terms and conditions of the Contract not modified herein shall remain unchanged and in full force and effect.
4. **Effective Date.** This Amendment No. 8 to the Contract shall become effective January 1, 2019.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 8.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

**BURNS AND OBLACHINSKI, A
PROFESSIONAL CORPORATION
dba JUVENILE DEFENSE PANEL**

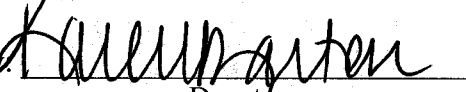
By: 
Chuck Washington
Chairman, Board of Supervisors

By: 
Michael F. Burns
Secretary and Chief Financial Officer

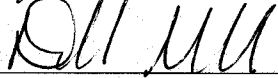
Dated: DEC 11 2018

Dated: 11/28/18

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Danielle Maland
Deputy County Counsel

Dated: 12/4/18