

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



**ITEM: 3.22  
(ID # 18250)**

**MEETING DATE:**

Tuesday, February 01, 2022

**FROM :** EXECUTIVE OFFICE:

**SUBJECT:** EXECUTIVE OFFICE: Ratify and Approve Amendment No. 5 to the Contract to Provide Legal Services with the Law Office of Barbara M. Brand; and Direct the Auditor-Controller to approve the Budget Adjustment, as shown on Schedule A, All Districts [Annual Cost \$2,305,620; Source of Funds – 100% Indigent Defense Budget]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and Approve Amendment No. 5 to the Contract to Provide Legal Services with Law Office of Barbara M. Brand to increase annual compensation rates by \$210,000 and expense fees by \$60,000 for the term of performance of January 1, 2022 through June 30, 2022; and
2. Approve the extension of the contract term for one year starting July 1, 2022, through June 30, 2023 for \$2,089,620 in compensation rates and \$216,000 in expense fees for a total of \$2,305,620 annually; and authorize the Chair of the Board to sign the amendment on behalf of the County; and
3. Approve and direct the Auditor-Controller to make the budget adjustment according to the attached Schedule A.

**ACTION:4/5 Vote Required**

Juan C. Perez, Chief Operating Officer

1/28/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel seconded by Supervisor Washington and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, and Hewitt  
Nays: None  
Absent: Perez  
Date: February 1, 2022  
xc: E.O.

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 270,000	\$ 2,305,620	\$2,575,620	\$2,305,620
<b>NET COUNTY COST</b>	\$270,000	\$2,305,620	\$2,575,620	\$2,305,620
<b>SOURCE OF FUNDS:</b> 100% General Fund			<b>Budget Adjustment:</b>	Yes
			<b>For Fiscal Year:</b>	21/22- 22/23

**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 Covid-19 pandemic and court closures have impacted attorney's caseload at Barbara M. Brand Law Offices. In order to keep up with the backlog of cases, Barbara M. Brand Law Offices has recruited more attorneys to stay within the allowed case threshold limit per attorney. This action has resulted in increased operational costs with Barbara M. Brand Law Offices. This amendment is for an increase of the current annual compensation and expense rates through June 30, 2023.

**Impact on Residents and Businesses**

Matters to be handled by the Law Office of Barbara M. Brand 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, according to 45 Code of Federal Regulations 1611 et seq. The Law Office of Barbara M. Brand covers the desert and Blythe region for Adult and Juvenile Indigent Defense.

**Additional Fiscal Information**

The increase in fees will be paid from the General Fund contingency funds. The increase in net county cost of \$270,000 will ensure the County continues to meet its obligations with the program. Amendment No.5 total contract annual amount is an aggregate of compensation rates \$2,089,620 plus \$216,000 in ancillary fees. Both rates have increased.

**Contract History and Price Reasonableness**

The Executive Office and County Purchasing and Fleet Services issued a Request for Proposal (RFP) in 2010 that resulted in a multi-vendor award between the indigent defense law firms of Virginia Blumenthal, the Law Offices of Barbara M. Brand and Criminal Defense Lawyers. Amendments No. 1 and No. 2 extended the term of the contract in one-year increments. Amendment No. 3 was approved by the Board on March 11, 2014 (Agenda Item 3-22) to extend

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

the contract term for five (5) years from 2014-2019. Amendment No. 4 was approved the Board on December 11, 2018 (Agenda Item 3.7) to extend the contract term for three (3) years with the option to renew for two (2) additional years.

**SCHEDULE A.     BUDGET ADJUSTMENT**

Increase Appropriations:

10000-1109900000-525020 Legal Services \$270,000

Anticipated Use of Unassigned Fund Balance:

10000-1109900000-370100 Unassigned Fund Balance \$270,000

Decrease Appropriations:

10000-1109000000-581000 Appropriations for Contingencies \$270,000

Anticipated Increase in Unassigned Fund Balance:

10000-1109000000-370100 Unassigned Fund Balance \$270,000

**ATTACHMENT A:** Amendment No. 5 to the Contract to Provide Legal Services with Law Offices of Barbara M. Brand

<b>Legal Firm</b>	<b>Current Annual Rate</b>	<b>New Annual Rate</b>
Law Office of Barbara Brand	\$1,765,620	\$2,305,620

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



Suzanna Hockley, Assistant Director of Purchasing and Fleet Service

1/28/2022



Rebecca S Cortez, Principal Management Analyst

1/28/2022



Gregory P. Priamos, Director County Counsel

1/28/2022

COUNTY OF RIVERSIDE  
AMENDMENT NO. 5 TO THE CONTRACT TO PROVIDE  
LEGAL SERVICES WITH LAW OFFICE OF BARBARA M. BRAND

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Contract Term of Performance (as amended):	2/1/11 through 6/30/22
Contract Term of Performance Extended To:	6/30/23
Effective Date of Amendment No.5:	1/1/22
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) \$1,669,620 (7/1/19 through 12/31/21)
Amended Annual Maximum Contract Amount:	\$1,152,810 (1/1/22 through 6/30/22) \$2,305,620 (7/1/22 through 6/30/23)

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, a third amendment approved March 11, 2014, agenda item 3.22, and a fourth amendment approved December 11, 2018, agenda item 3.7, is hereby amended as follows:

1. **Term of Performance.** Section 2, TERM OF PERFORMANCE, is hereby amended to extend the term of performance for one (1) year commencing on July 1, 2022 and continuing through June 30, 2023 as follows:

"This Contract shall take effect on February 1, 2011 and continue to June 30, 2023 with the option to renew for one (1) additional year, 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 January 1, 2022 and continuing through June 30, 2023 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 December 31, 2021 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. The Contract cost for January 1, 2022 through June 30, 2022 shall be a maximum of \$1,152,810 (one million one hundred fifty-two

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COUNTY OF RIVERSIDE  
AMENDMENT NO. 5 TO THE CONTRACT TO PROVIDE  
LEGAL SERVICES WITH LAW OFFICE OF BARBARA M. BRAND

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thousand eight hundred ten dollars), plus expenses as set forth in Section 8 herein; COUNTY shall pay ATTORNEY up to the sum of \$192,135 (one hundred ninety-two thousand one hundred thirty-five 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, 2022 through June 30, 2023 shall be a maximum of \$2,305,620 (two million three hundred five thousand six hundred twenty dollars), plus expenses as set forth in Section 8 herein; COUNTY shall pay ATTORNEY up to the sum of \$192,135 (one hundred ninety-two 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.”

3. **Expenses.** Section 8, EXPENSES, is hereby amended to add the monthly and annual expense rates for the term of performance commencing on January 1, 2022 and continuing through June 30, 2023 as follows:

“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 to 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 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 period of February 1, 2011 through February 28, 2014, the sum of \$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 \$40,000 for each region. For these services during the period of March 1, 2014 through December 31, 2021, the sum of \$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 \$96,000 for each region. For these services during the period of January 1, 2022 through June 30, 2023, the sum of \$18,000 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

COUNTY OF RIVERSIDE  
AMENDMENT NO. 5 TO THE CONTRACT TO PROVIDE  
LEGAL SERVICES WITH LAW OFFICE OF BARBARA M. BRAND

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987.2 cases exceeds \$90,000 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. ATTORNEY will maintain two separate trust accounts, one for Juvenile 602 et seq. cases, and one for all criminal Penal Code 987.2 cases into which all of the monthly expenses amount will be deposited. Should the amount of funds in the trust account for Juvenile 602 et seq. cases fall below \$3,000, ATTORNEY is authorized to transfer funds from the trust account for Penal Code 987.2 cases in \$3,000 increment(s), and shall notify the County Public Defender's Office upon any such transfer. Any interest accrued from these funds will be redeposited into the respective trust account and used by the ATTORNEY to pay the cost incurred herein (Business and 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. ”

4. **Miscellaneous.** All other terms and conditions of the Contract not modified herein shall remain unchanged and in full force and effect.
5. **Effective Date.** This Amendment No. 5 to the Contract shall become effective January 1, 2022.
6. **Electronic Signatures.** This Amendment No. 5 may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Amendment No. 5 agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment No. 5. The parties further agree that the electronic signatures of the parties included in this Amendment No. 5 are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

**[Signature Page Follows]**

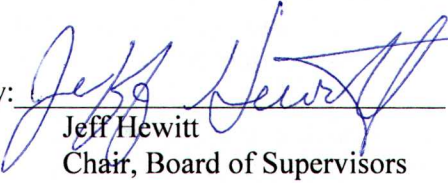
COUNTY OF RIVERSIDE  
AMENDMENT NO. 5 TO THE CONTRACT TO PROVIDE  
LEGAL SERVICES WITH LAW OFFICE OF BARBARA M. BRAND

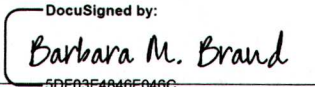
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**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 5.

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

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

By:   
Jeff Hewitt  
Chair, Board of Supervisors

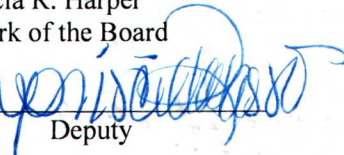
By:   
Barbara M. Brand  
Sole-Proprietor

Dated: FEB 01 2022

Dated: 1/26/2022


ATTEST:

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By:   
Danielle Maland  
Deputy County Counsel