

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



ITEM: 3.8
(ID # 20604)

MEETING DATE:

Tuesday, November 29, 2022

FROM : EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Amendment No. 6 to the Contract to Provide Legal Services with the Law Office of Barbara M. Brand, Amendment No. 6 to the Contract to Provide Legal Services with Blumenthal & Moore, and Amendment No. 8 to the Contract to Provide Legal Services with Criminal Defense Lawyers, All Districts [Annual Cost \$2,141,166; Source of Funds – 100% Indigent Defense Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 6 to the Contract to Provide Legal Services with Barbara M. Brand dba Law Office of Barbara M. Brand to add compensation rates to reflect the extreme circumstance that has arisen as a result of the impact of the California Supreme Court's decision in *People v. Franklin*, and authorize the Chair of the Board to sign the amendment on behalf of the County;
2. Approve Amendment No. 6 to the Contract to Provide Legal Services with Blumenthal & Moore, A Professional Law Corporation to properly reflect the term of performance, add the monthly and annual compensation rates for FY 22/23, and add compensation rates to reflect the extreme circumstance that has arisen as a result of the passage of Penal Code section 1170.95 and the impact of the California Supreme Court's decision in *People v. Franklin*, and authorize the Chair of the Board to sign the amendment on behalf of the County; and
3. Approve Amendment No. 8 to the Contract to Provide Legal Services with Paul Grech, Jr. dba Criminal Defense Lawyers to add compensation rates to reflect the extreme circumstance that has arisen as a result of the passage of Penal Code section 1170.95 and the impact of the California Supreme Court's decision in *People v. Franklin*, and authorize the Chair of the Board to sign the amendment on behalf of the County.

ACTION:Policy

Juan C. Perez, Chief Operating Officer 11/22/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Hewitt, and Perez
Nays: None
Absent: None
Date: November 29, 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**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 2,141,166	\$	\$ 2,141,166	\$
NET COUNTY COST	\$ 2,141,166	\$	\$ 2,141,166	\$
SOURCE OF FUNDS: 100% Indigent Defense Budget			Budget Adjustment:	No
			For Fiscal Year:	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.

Senate Bills 1437 and 775 changed the definition of murder and attempted murder in California, and these changes are retroactive. Individuals convicted of murder or attempted murder in Riverside County who believe they would not have been convicted under the new definition of murder and attempted murder may file Petitions for Resentencing pursuant to Penal Code Section 1170.95. This state action resulted in an unforeseen extreme circumstance. Amendment No. 6 to the Contract to Provide Legal Services with Blumenthal & Moore, A Professional Law Corporation and Amendment No. 8 to the Contract to Provide Legal Services with Paul Grech, Jr. dba Criminal Defense Lawyers are needed to compensate for furnishing counsel necessary to provide representation in certain petitions seeking to vacate murder convictions and possible re-sentencing filed pursuant to Penal Code section 1170.95.

In *People v. Franklin* (2016) 63 Cal. 4th 261, the California Supreme Court held that a youthful offender who is sentenced to an indeterminate life sentence, must be "given adequate opportunity at sentencing to make a record of mitigating evidence tied to his youth." *People v. Franklin* (2016) 63 Cal. 4th 261 at 269. This Court holding resulted in an unforeseen extreme circumstance. For those juvenile offenders who did not receive said opportunity and whose conviction and sentence are final, they may file a motion for a *Franklin* proceeding under the authority of Penal Code 1203.01 and *In Re Cook* (2019) 7 Cal. 5th 439. Amendment No. 6 to the Contract to Provide Legal Services with Barbara M. Brand dba Law Office of Barbara M. Brand, Amendment No. 6 to the Contract to Provide Legal Services with Blumenthal & Moore, A Professional Law Corporation and Amendment No. 8 to the Contract to Provide Legal Services with Paul Grech, Jr. dba Criminal Defense Lawyers are needed to compensate for furnishing counsel necessary to provide representation in certain *Franklin* proceedings.

Additional Fiscal Information

The number of cases assigned is not concrete, an estimate was used based on historical cases assigned and the associated costs. The Indigent Defense Budget has sufficient funds to cover the cost of these amendments.

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

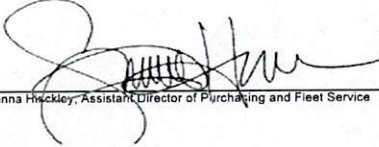
Contract History and Price Reasonableness

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.

ATTACHMENT A: Amendment No. 6 to the Contract to Provide Legal Services with Barbara M. Brand dba Law Office of Barbara M. Brand

ATTACHMENT B: Amendment No. 6 to the Contract to Provide Legal Services with Blumenthal & Moore, A Professional Law Corporation

ATTACHMENT C: Amendment No. 8 to the Contract to Provide Legal Services with Paul Grech, Jr. dba Criminal Defense Lawyers


Suzanna Hackley, Assistant Director of Purchasing and Fleet Service

11/17/2022


Kristine Bell-Valdez, Supervising Deputy County Counsel

11/17/2022

**AMENDMENT NO. 6 TO THE CONTRACT TO PROVIDE LEGAL SERVICES
FOR
LEGAL INDIGENT DEFENSE SERVICES
BETWEEN
COUNTY OF RIVERSIDE
AND
BARBARA M. BRAND dba LAW OFFICE OF BARBARA M. BRAND**

This Amendment No. 6 to the Contract to Provide Legal Services for Legal Indigent Defense Services (hereinafter "Amendment No. 6") is made and entered into by and between the County of Riverside, a political subdivision of the state of California, (hereinafter "COUNTY") and Barbara M. Brand dba Law Office of Barbara M. Brand, (hereinafter "ATTORNEY").

RECITALS

WHEREAS, COUNTY and ATTORNEY entered into that certain Contract to Provide Legal Services for Legal Indigent Defense Services, approved February 1, 2011, Agenda Item 3.13, (hereinafter "Contract"); and

WHEREAS, COUNTY and ATTORNEY entered into that certain Amendment No. 1 to the Contract, executed June 21, 2012, to extend the term of performance for one year, July 1, 2012 through June 30, 2013, (hereinafter "Amendment No. 1"); and

WHEREAS, COUNTY and ATTORNEY entered into that certain Amendment No. 2 to the Contract, executed June 27, 2013, to extend the term of performance for one year, July 1, 2013 through June 30, 2014, (hereinafter "Amendment No. 2"); and

WHEREAS, COUNTY and ATTORNEY entered into that certain Amendment No. 3 to the Contract, approved March 11, 2014, Agenda Item 3.22, to extend the term of performance for five years, July 1, 2014 through June 30, 2019, add the monthly and annual compensation rates for the period of July 1, 2014 through June 30, 2019, and amend the monthly and annual expenses amount (hereinafter "Amendment No. 3"); and

WHEREAS, COUNTY and ATTORNEY entered into that certain Amendment No. 4 to the Contract, approved December 11, 2018, Agenda Item 3.7, to extend the term of performance for three years, July 1, 2019 through June 30, 2022, and add the monthly and annual compensation rates for the period of July 1, 2019 through June 30, 2022 (hereinafter "Amendment No. 4"); and

WHEREAS, COUNTY and ATTORNEY entered into that certain Amendment No. 5 to the Contract, approved February 1, 2022, Agenda Item 3.22, to extend the term of performance for one year, July 1, 2022 through June 30, 2023, add the monthly and annual compensation rates for the period of July 1, 2022 through June 30, 2023, and add the monthly and annual expense rates for the period of July 1, 2022 through June 30, 2023 (hereinafter "Amendment No. 5"); and

WHEREAS, COUNTY and ATTORNEY now desire to amend the Contract to add compensation rates to reflect the extreme circumstance that has arisen as a result of the impact of the California Supreme Court's decision in *People v. Franklin*;

NOW THEREFORE, COUNTY and ATTORNEY agree as follows:

1. **Recitals.** The above recitals are true and correct, and are incorporated herein by reference.
2. **Compensation.** Subsection 7.2 of Section 7. COMPENSATION is hereby amended to add Subpart (a) to add compensation rates to reflect the extreme circumstance that has arisen as a result of the impact of the California Supreme Court's decision in *People v. Franklin* as follows:

“(a) In *People v. Franklin* (2016) 63 Cal. 4th 261, the California Supreme Court held that a juvenile offender who is sentenced to an indeterminate life sentence, must be “given adequate opportunity at sentencing to make a record of mitigating evidence tied to his youth.” *People v. Franklin* (2016) 63 Cal. 4th 261 at 269. This Court holding resulted in an unforeseen extreme circumstance. For those juvenile offenders who did not receive said opportunity and whose conviction and sentence are final, they may file a motion for a *Franklin* proceeding under the authority of Penal Code 1203.01 and *In Re Cook* (2019) 7 Cal. 5th 439. To compensate for furnishing counsel necessary to provide representation in all *Franklin* proceedings that arise from cases originally filed in the Desert Region, COUNTY shall pay ATTORNEY \$5,000 (five thousand dollars) per case plus ancillary costs to be reimbursed as set forth in Section 8. COUNTY shall make payment to ATTORNEY per month, paid in arrears, upon the submission of an approved invoice for services. Being an extreme circumstance, such payment is not to be considered as part of the annual maximum contract amount set forth in Section 7.”

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. 6 to the Contract shall become effective upon signature of both parties.
5. **Electronic Signatures.** This Amendment No. 6 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. 6 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. 6. The parties further agree that the electronic signatures of the parties included in this Amendment No. 6 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]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 6.

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

By: Jeff Hewitt
Jeff Hewitt
Chair, Board of Supervisors

Dated: 11/29/22

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

By: Barbara M. Brand
Barbara M. Brand
Sole Proprietor

Dated: 8/10/2022

ATTEST:
Kecia R. Harper
Clerk of the Board

By: Maryna Smith
Deputy

APPROVED AS TO FORM:

County Counsel
By: Danielle Maland
Danielle Maland
Deputy County Counsel

**AMENDMENT NO. 6 TO THE CONTRACT TO PROVIDE LEGAL SERVICES
FOR
LEGAL INDIGENT DEFENSE SERVICES
BETWEEN
COUNTY OF RIVERSIDE
AND
BLUMENTHAL & MOORE, A PROFESSIONAL LAW CORPORATION**

This Amendment No. 6 to the Contract to Provide Legal Services for Legal Indigent Defense Services (hereinafter "Amendment No. 6") is made and entered into by and between the County of Riverside, a political subdivision of the state of California, (hereinafter "COUNTY") and Blumenthal & Moore, A Professional Law Corporation, a California corporation, (hereinafter "ATTORNEY").

RECITALS

WHEREAS, COUNTY and Virginia M. Blumenthal, A Professional Law Corporation entered into that certain Contract to Provide Legal Services for Legal Indigent Defense Services, approved February 1, 2011, Agenda Item 3.13, (hereinafter "Contract"); and

WHEREAS, COUNTY and Virginia M. Blumenthal, A Professional Law Corporation entered into that certain Amendment No. 1 to the Contract, executed June 19, 2012, to extend the term of performance for one year, July 1, 2012 through June 30, 2013, (hereinafter "Amendment No. 1"); and

WHEREAS, COUNTY and Virginia M. Blumenthal, A Professional Law Corporation entered into that certain Amendment No. 2 to the Contract, executed July 27, 2013, to extend the term of performance for one year, July 1, 2013 through June 30, 2014, (hereinafter "Amendment No. 2"); and

WHEREAS, COUNTY and Virginia M. Blumenthal, A Professional Law Corporation entered into that certain Amendment No. 3 to the Contract, approved February 25, 2014, Agenda Item 3.28, to extend the term of performance for five years, July 1, 2014 through June 30, 2019, add the monthly and annual compensation rates for the period of July 1, 2014 through June 30, 2019, and amend the monthly and annual expenses amount (hereinafter "Amendment No. 3"); and

WHEREAS, COUNTY and Virginia M. Blumenthal, A Professional Law Corporation entered into that certain Amendment No. 4 to the Contract, approved December 11, 2018, Agenda Item 3.7, to extend the term of performance for three years, July 1, 2019 through June 30, 2022, and add the monthly and annual compensation rates for the period of July 1, 2019 through June 30, 2022 (hereinafter "Amendment No. 4"); and

WHEREAS, in November 2020, Virginia M. Blumenthal, A Professional Law Corporation amended its Articles of Incorporation to change its name to Blumenthal & Moore, A Professional Law Corporation; and

WHEREAS, COUNTY and Virginia M. Blumenthal, A Professional Law Corporation entered into that certain Amendment No. 5 to the Contract, executed January 11, 2022, whereby COUNTY and ATTORNEY intended to extend the term of performance for one year, July 1, 2022 through June 30, 2023, and add the monthly and annual compensation rates for the period of July 1, 2022 through June 30, 2023; however, the effective date of the Contract and the one additional option to renew were not properly reflected in the term of performance of that certain Amendment No. 5 as well as the body of that certain Amendment No. 5 did not operatively amend Section 7, COMPENSATION, (hereinafter "Amendment No. 5"); and

WHEREAS, COUNTY and ATTORNEY now desire to amend the Contract to properly reflect the term of performance, add the monthly and annual compensation rates for the term of performance commencing on July 1, 2022 and continuing through June 30, 2023 as well as add compensation rates to reflect the extreme circumstance that has arisen as a result of the passage of Penal Code section 1170.95 and the impact of the California Supreme Court's decision in *People v. Franklin*;

NOW THEREFORE, COUNTY and ATTORNEY agree as follows:

1. **Recitals.** The above recitals are true and correct, and are incorporated herein by reference.
2. **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."

3. **Compensation.** Section 7, COMPENSATION, is hereby amended to add the monthly and annual compensation rates for the term of performance commencing on July 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 \$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, 2023 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.”

4. **Compensation.** Subsection 7.2 of Section 7. COMPENSATION is hereby amended to add Subpart (a) and Subpart (b) to add compensation rates to reflect the extreme circumstance that has arisen as a result of the passage of Penal Code section 1170.95 and the impact of the California Supreme Court’s decision in *People v. Franklin* as follows:

- “(a) Senate Bills 1437 and 775 changed the definition of murder and attempted murder in California, and these changes are retroactive. Individuals convicted of murder or attempted murder in Riverside County who believe they would not have been convicted under the new definition of murder and attempted murder may file Petitions for Resentencing pursuant to Pen. Code §1170.95. This state action resulted in an unforeseen extreme circumstance. To compensate for furnishing counsel necessary to provide representation in all petitions seeking to vacate murder convictions and possible re-sentencing filed pursuant to Penal Code section 1170.95 that arise from cases originally filed in the Western Region and even-numbered cases in the Eastern Region, COUNTY shall pay ATTORNEY \$1,250 (one thousand two hundred fifty dollars) for the initial review and filing of a response; \$6,000 (six thousand dollars) for the preparation, filing, and court appearance(s) related to a brief on the merits, if such a brief and/or appearance(s) is necessary; and \$3,000 (three thousand dollars) to conduct an evidentiary hearing, if such a hearing is necessary. COUNTY shall make payment to ATTORNEY per month, paid in arrears, upon the submission of an approved invoice for services. Being an extreme circumstance, such payment is not to be considered as part of the annual maximum contract amount set forth in Section 7.
- (b) In *People v. Franklin* (2016) 63 Cal. 4th 261, the California Supreme Court held that a youthful offender who is sentenced to an indeterminate life sentence, must be “given adequate opportunity at sentencing to make a record of mitigating evidence tied to his youth.” *People v. Franklin* (2016) 63 Cal. 4th 261 at 269. This Court holding resulted in an unforeseen extreme circumstance. For those juvenile offenders who did not receive said opportunity and whose conviction and sentence are final, they may file a motion for a *Franklin* proceeding under the authority of Penal Code 1203.01 and *In Re Cook* (2019) 7 Cal. 5th 439. To compensate for furnishing counsel necessary to provide representation in all *Franklin* proceedings that arise from cases originally filed in the Western Region and even-numbered cases in the Eastern Region, COUNTY shall pay ATTORNEY \$5,000 (five thousand dollars) per case plus ancillary costs to be reimbursed as set forth in Section 8. COUNTY shall make payment to ATTORNEY per month, paid in arrears, upon the submission of an approved invoice for services. Being an extreme circumstance, such payment is not to be considered as part of the annual maximum contract amount set forth in Section 7.”

5. **Miscellaneous.** All other terms and conditions of the Contract not modified herein shall remain unchanged and in full force and effect.
6. **Effective Date.** This Amendment No. 6 to the Contract shall become effective upon signature of both parties.
7. **Electronic Signatures.** This Amendment No. 6 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. 6 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. 6. The parties further agree that the electronic signatures of the parties included in this Amendment No. 6 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]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 6.

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

By: Jeff Hewitt
Jeff Hewitt
Chair, Board of Supervisors

Dated: 11/29/22

BLUMENTHAL & MOORE, A PROFESSIONAL LAW CORPORATION

By: Virginia M. Blumenthal
Virginia M. Blumenthal
CEO, Secretary, & CFO

Dated: 8/25/2022

ATTEST:

Kecia R. Harper
Clerk of the Board

By: Myana Smith
Deputy

APPROVED AS TO FORM:

County Counsel

By: Danielle Maland
Danielle Maland
Deputy County Counsel

**AMENDMENT NO. 8 TO THE CONTRACT TO PROVIDE LEGAL SERVICES
FOR
LEGAL INDIGENT DEFENSE SERVICES
BETWEEN
COUNTY OF RIVERSIDE
AND
PAUL GRECH, JR. DBA CRIMINAL DEFENSE LAWYERS**

This Amendment No. 8 to the Contract to Provide Legal Services for Legal Indigent Defense Services (hereinafter "Amendment No. 8") is made and entered into by and between the County of Riverside, a political subdivision of the state of California, (hereinafter "COUNTY") and Paul Grech, Jr. dba Criminal Defense Lawyers (hereinafter "ATTORNEY").

RECITALS

WHEREAS, COUNTY and Criminal Defense Lawyers, a partnership between Steve Harmon and Paul Grech, Jr., entered into that certain Contract to Provide Legal Services for Legal Indigent Defense Services, approved February 1, 2011, Agenda Item 3.13, (hereinafter "Contract"); and

WHEREAS, COUNTY and Criminal Defense Lawyers entered into that certain Amendment No. 1 to the Contract, executed June 19, 2012, to extend the term of performance for one year, July 1, 2012 through June 30, 2013, (hereinafter "Amendment No. 1"); and

WHEREAS, COUNTY and Criminal Defense Lawyers entered into that certain Amendment No. 2 to the Contract, executed April 9, 2013, Agenda Item 3.23, divesting Steve Harmon from any interest in the Contract and approving assignment of that interest to Paul Grech, Jr. who fully took over the Contract as the sole owner and operator of Criminal Defense Lawyers (hereinafter "Amendment No. 2"); and

WHEREAS, COUNTY and ATTORNEY entered into that certain Amendment No. 3 to the Contract, executed July 9, 2013, to extend the term of performance for one year, July 1, 2013 through June 30, 2014, (hereinafter "Amendment No. 3"); and

WHEREAS, COUNTY and ATTORNEY entered into that certain Amendment No. 4 to the Contract, approved February 25, 2014, Agenda Item 3.28, to extend the term of performance for five years, July 1, 2014 through June 30, 2019, add the monthly and annual compensation rates for the period of July 1, 2014 through June 30, 2019, and amend the monthly and annual expenses amount (hereinafter "Amendment No. 4"); and

WHEREAS, COUNTY and ATTORNEY entered into that certain Amendment No. 5 to the Contract, approved December 11, 2018, Agenda Item 3.7, to extend the term of performance for three years, July 1, 2019 through June 30, 2022, and add the monthly and annual compensation rates for the period of July 1, 2019 through June 30, 2022 (hereinafter "Amendment No. 5"); and

WHEREAS, COUNTY and ATTORNEY entered into that certain Amendment No. 6 to the Contract, executed January 6, 2022, whereby COUNTY and ATTORNEY intended to extend the term of performance for one year, July 1, 2022 through June 30, 2023, and add the monthly and annual compensation rates for the period of July 1, 2022 through June 30, 2023; however, the effective date of the Contract and the one additional option to renew were not properly reflected in the term of performance of that certain Amendment No. 6 as well as the header of that certain Amendment No. 6 erroneously listed the Amended Annual Maximum Contract Amount for the period of July 1, 2022 through June 30, 2023 as \$2,441,125 and the body of that certain Amendment No. 6 did not operatively amend Section 7, COMPENSATION, (hereinafter "Amendment No. 6"); and

WHEREAS, COUNTY and ATTORNEY entered into that certain Amendment No. 7 to the Contract, executed June 15, 2022, to properly reflect the term of performance, and properly add the monthly and annual compensation rates for the period of July 1, 2022 through June 30, 2023 (hereinafter "Amendment No. 7"); and

WHEREAS, COUNTY and ATTORNEY now desire to amend the Contract to add compensation rates to reflect the extreme circumstance that has arisen as a result of the passage of Penal Code section 1170.95 and the impact of the California Supreme Court's decision in *People v. Franklin*;

NOW THEREFORE, COUNTY and ATTORNEY agree as follows:

1. **Recitals.** The above recitals are true and correct, and are incorporated herein by reference.
2. **Compensation.** Subsection 7.2 of Section 7. COMPENSATION is hereby amended to add Subpart (a) and Subpart (b) to add compensation rates to reflect the extreme circumstance that has arisen as a result of the passage of Penal Code section 1170.95 and the impact of the California Supreme Court's decision in *People v. Franklin* as follows:

“(a) Senate Bill 1437 limited the applicability of California’s felony murder rule, a longstanding legal doctrine. This legislation, which is being applied retroactively, also created Penal Code 1170.95, which provides a vehicle for the review of murder convictions and possible resentencing of hundreds of sentenced prisoners. This state action resulted in an unforeseen extreme circumstance. To compensate for furnishing counsel necessary to provide representation in all petitions seeking to vacate murder convictions and possible re-sentencing filed pursuant to Penal Code section 1170.95 that arise from cases originally filed in the Southwest Region, Mid County Region and odd-numbered cases in the Eastern Region, COUNTY shall pay ATTORNEY \$1,250 (one thousand two hundred fifty dollars) for the initial review and filing of a response; \$6,000 (six thousand dollars) for the preparation, filing, and court appearance(s) related to a brief on the merits, if such a brief and/or appearance(s) is necessary; and \$3,000 (three thousand dollars) to conduct an evidentiary hearing, if such a hearing is necessary. COUNTY shall make payment to ATTORNEY per month, paid in arrears, upon

the submission of an approved invoice for services. Being an extreme circumstance, such payment is not to be considered as part of the annual maximum contract amount set forth in Section 7.

- (b) In *People v. Franklin* (2016) 63 Cal. 4th 261, the California Supreme Court held that a juvenile offender who is sentenced to an indeterminate life sentence, must be “given adequate opportunity at sentencing to make a record of mitigating evidence tied to his youth.” *People v. Franklin* (2016) 63 Cal. 4th 261 at 269. This Court holding resulted in an unforeseen extreme circumstance. For those juvenile offenders who did not receive said opportunity and whose conviction and sentence are final, they may file a motion for a *Franklin* proceeding under the authority of Penal Code 1203.01 and *In Re Cook* (2019) 7 Cal. 5th 439. To compensate for furnishing counsel necessary to provide representation in all *Franklin* proceedings that arise from cases originally filed in the Southwest Region, Mid County Region and odd-numbered cases in the Eastern Region, COUNTY shall pay ATTORNEY \$5,000 (five thousand dollars) per case plus ancillary costs to be reimbursed as set forth in Section 8. COUNTY shall make payment to ATTORNEY per month, paid in arrears, upon the submission of an approved invoice for services. Being an extreme circumstance, such payment is not to be considered as part of the annual maximum contract amount set forth in Section 7.”

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 upon signature of both parties.
5. **Electronic Signatures.** This Amendment No. 8 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. 8 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. 8. The parties further agree that the electronic signatures of the parties included in this Amendment No. 8 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]

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

By: Jeff Hewitt
Jeff Hewitt
Chair, Board of Supervisors

Dated: 11/29/22

ATTEST:
Kecia R. Harper
Clerk of the Board

By: Muna Smith
Deputy

APPROVED AS TO FORM:
County Counsel

By: Danielle Maland
Danielle Maland
Deputy County Counsel

PAUL GRECH, JR. dba CRIMINAL DEFENSE LAWYERS

By: Paul Grech, Jr.
Paul Grech, Jr.
Sole-Proprietor

Dated: 8/11/2022