

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



**ITEM: 3.9
(ID # 25323)**

MEETING DATE:

Tuesday, June 25, 2024

FROM : EXECUTIVE OFFICE

SUBJECT: EXECUTIVE OFFICE: Approve the Legal Juvenile Defense Services Agreement with Burns and Oblachinski, A Professional Corporation, for the period of July 1, 2024 and continues in effect to and through June 30, 2029 with the option to renew for three (3) additional one-year period by written amendment; All Districts, [Total Annual Cost \$514,140 – 100% - Indigent Defense Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Legal Juvenile Defense Services Agreement with Burns and Oblachinski, A Professional Corporation, for the period of July 1, 2024 and continues in effect to and through June 30, 2029 for an annual amount of \$514,140 with the option to renew for three (3) additional one-year period by written amendment; authorize the Chairperson of the Board to sign three (3) copies of the same on behalf of the County;
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 a) sign amendments that exercise the options of the agreements including modifications to the agreements that stay within the intent of the agreements, and b) sign amendments to the compensation provisions that do not exceed five percent (5%) of the annual maximum compensation amounts annually in accordance with the terms of the agreements for the three (3) additional one (1) year renewal periods between July 1, 2029 through June 30, 2032; and
3. Authorize the Purchasing Agent to issue Purchase Orders for invoices received for goods/services rendered that do not exceed the Board of Supervisor's approved amount; and
4. Direct the Clerk of the Board to retain one (1) copy and return two (2) copies of the agreements to the Executive Office for distribution.

ACTION:Policy

Michelle Paradise
Michelle Paradise, ACEO 6/17/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 25, 2024
xc: E.O.

Kimberly A. Rector
Clerk of the Board

By: *Nancy A.*
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$514,140	\$2,570,700	\$0
NET COUNTY COST	\$0	\$514,140	\$2,570,700	\$0
SOURCE OF FUNDS: Executive Office Indigent Defense Budget-100%			Budget Adjustment: No	
			For Fiscal Year: 24/25 – 28/29	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The request before the Board is for approval of the agreement to provide legal juvenile defense services for whom the Riverside County Law Office of the Public Defender declares a conflict of interest or is otherwise unavailable with Burns & Oblachinski, A Professional Corporation with the annual maximum amount of \$514,140 from July 1, 2024 through June 30, 2029 with the option to renew for three additional one (1) year periods.

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

Impact on Residents and Businesses

This agreement provides for necessary legal representation of indigent juveniles for whom the Public Defender's Office declares a conflict of interest. The Legal Juvenile Defense Services Agreement will keep the County in compliance with legal requirements.

Additional Fiscal Information

The agreement includes extension provisions for three additional one (1) year periods beyond the original five-year term, with cost increases for each of the three additional years of up to 5%.

Contract History and Price Reasonableness

The County of Riverside Purchasing and Fleet Services Department, on behalf of the Executive Office, issued a Request for Proposal (RFP) #EOARC-068 on March 13, 2024, soliciting proposals for Legal Juvenile Defense Services. The RFP was posted on publicpurchase.com and 39 potential firms were notified of the RFP solicitation. The proposals were reviewed by an evaluation team consisting of personnel from the Executive Office and the Public Defender's Office. Each bid response was evaluated based on the criteria set forth in the RFP: overall response to the RFP requirements; bidder's experience and ability; overall cost to the county; references with demonstrated success with similar work to the Scope of Service; financial status; clarifications, exceptions, or deviations, and; credentials, resumes, licenses or certifications.

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Based on the overall technical score of the bidders' response as well as their cost, Burns & Oblachinski, APC., has demonstrated success within the required scope of service. Based on the overall summation of the proposal submitted, it is the recommendation of the evaluation team to select Burns & Oblachinski, APC. as the awarded vendor.

The most recent agreement for Legal Juvenile Defense Services will be ending on June 30, 2024.

Attachments

Attachment A: Legal Juvenile Defense Services Agreement with Burns & Oblachinski, A Professional Corporation.



Meghan Hahn, Director of Procurement

6/14/2024



Gregg Gu, Chief of Deputy County Counsel

6/14/2024

LEGAL JUVENILE DEFENSE SERVICES AGREEMENT

between

COUNTY OF RIVERSIDE

and

BURNS AND OBLACHINSKI, A PROFESSIONAL CORPORATION



JUN 25 2024 3.9

THIS AGREEMENT TO PROVIDE LEGAL JUVENILE DEFENSE SERVICES (hereinafter "Agreement") is made and entered, by and between the County of Riverside, a political subdivision of the State of California, (hereinafter "COUNTY") and Burns and Oblachinski, a Professional Corporation), (hereinafter "ATTORNEYS"), to provide services to the Superior Court (Western and Mid-County Division, including Southwest Justice Center), as set forth herein.

RECITALS

WHEREAS, the right of all persons against whom criminal court proceedings are brought to be represented by counsel is guaranteed by the Constitution of the United States and the Constitution of the State of California as expressed in Welfare & Institutions Code § 634; and

WHEREAS, the cost and expense of each counsel in the representation of indigent minors in a Juvenile proceeding under Welfare & Institution Code § 602 et. seq. and California Rules of Court including the Juvenile Court Rules, is a proper and lawful charge upon the COUNTY; and

WHEREAS, it is in the public interest in circumstances where the Riverside County Law Office of the Public Defender declares a conflict of interest, or is otherwise unavailable for representation, that the COUNTY enter into a contract with private counsel to render the usual and customary legal services required by law to be provided to said individuals; and

NOW, THEREFORE, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES. COUNTY contracts with ATTORNEYS to provide legal representation for indigent minors after appointment by the Court, including proceedings in the Juvenile Court which may be heard in another Department or location of the Superior Court, when appointed by the Court as required by law after a determination that a conflict of interest exists which causes the Public Defender to be unable to represent the minor or the Public Defender is relieved by the Court for extraordinary reasons, as set out in Section 7.1.
2. TERM OF PERFORMANCE. This Agreement shall take effect July 1, 2024 and continues in effect to and including June 30, 2029, with the option to renew for three (3) additional one-year periods by a written amendment signed by the authorized representatives of both parties, unless terminated sooner as provided herein.
3. SCOPE OF SERVICES. ATTORNEYS shall assume full responsibility for furnishing counsel necessary to provide daily representation in the various divisions, departments, or locations of the

Superior Court, Western and Mid-County Divisions. For the purposes of providing such professional legal services, ATTORNEYS, at their own discretion, may perform the services or cause them to be performed by other attorneys who shall not be considered parties to the Agreement, but are independent contractors and not agents or employees of ATTORNEYS or COUNTY. ATTORNEYS shall perform or cause to be performed all professional legal services reasonably and legally required herein from the time of appointment, at every stage of the proceeding, including post-dispositional hearings until relieved by the court or upon substitution of counsel.

3.1 In subcontracting with other attorneys, ATTORNEYS shall consider the factors enumerated in Penal Code § 987 et. seq., the Rules of Professional Conduct governing lawyers in Business & Professions Code § 6000 et. seq., the State Bar Rules of California, as appropriate, including Rule 1.7 and the State Bar of California Guidelines on Indigent Defense Services Delivery Systems (2006):

3.2 In Juvenile Court Matters, unless otherwise agreed to in writing, ATTORNEY shall be required to provide the following counsel;

3.2.1 When appointed by the Court after a determination that a conflict of interest exists resulting in the Public Defender's inability to represent the minor, in cases petitioned under Welfare & Institutions Code §602 et seq.

3.2.2 When appointed by the Court after the Court has relieved the Public Defender pursuant to Penal Code § 987.2.

3.3 ATTORNEYS shall assist in the recovery of fees and funds pursuant to all applicable Penal Code Sections currently in effect or hereinafter enacted, including but not limited to, Penal Code Section 4750.

4. EXCLUSIONS. ATTORNEYS shall not be obligated under this Agreement to provide defense in the following cases:

4.1 Stand-by or Co-Counsel when a defendant has waived counsel or represents self in propria persona;

4.2 All post-trial appellate proceedings including appeals to the Appellate Department of Superior Court or higher Appellate Courts;

4.3 All federal proceedings;

4.4 New trial motions from non-Contractor Attorneys or Public Defender cases based on review of trial counsel's performance, except when the Court has made a preliminary finding of incompetence by Trial Counsel.

5. ADMINISTRATIVE DUTIES. ATTORNEYS shall assign an Administrative Attorney under this Agreement. In cases involving multiple defendants, the Administrative Attorney shall designate counsel for each defendant. In no case shall the Administrative Attorney appoint himself or herself as Trial Attorney in such multiple defendant cases.

6. PERFORMANCE MANAGEMENT. ATTORNEYS shall have the responsibility for significant administrative duties under this Agreement to avoid conflicts of interest and monitoring subcontracting attorneys. The purpose of monitoring individual attorney caseloads is to ensure that all clients represented under this Agreement receive effective assistance of counsel under the Constitutions of the United States and the State of California.

6.1 ATTORNEYS shall require that each subcontracting attorney participate in Mandatory Continuing Legal Education (MCLE) programs focusing on applicable law including but not limited to criminal law and procedure, and trial advocacy law. ATTORNEYS shall encourage subcontracting attorneys to participate in shared training with the Law Office of the Public Defender to the extent possible. ATTORNEYS shall annually review the performance of each subcontracting attorney. This review shall include inquiry and/or observation by ATTORNEYS of the performance of the independent subcontractor in a trial or other relevant courtroom setting. ATTORNEYS will require the subcontracting attorney to provide proof of attendance at MCLE programs and to report participation in educational programs or other informal training. ATTORNEYS will assure that only attorneys with the requisite skill and experience handle particular category(ies) of cases and are assigned to such cases. ATTORNEYS shall periodically monitor and evaluate the work of investigators and the performance of experts and other providers of ancillary services.

6.2 ATTORNEYS shall immediately notify COUNTY in writing when they become aware that a complaint lodged with the California State Bar Association/discipline body has resulted in a reprimand, suspension or disbarment of any attorney who is a member of ATTORNEYS' staff or is working as a subcontractor.

6.3 ATTORNEYS shall submit written reports (by October 30 and April 30) which include a certification that a detailed evaluation of subcontracting attorney(s) performance has been undertaken and provided to the ATTORNEYS, the average number of MCLE-approved training hours per attorney,

including other educational programs attended relating to juveniles such as education, development, substance abuse and mental health. The written reports should also contain any information that may be indicative of the quality of representation provided by the ATTORNEYS. This may be something completely apart from the day-to-day representation of a particular client that demonstrates the ATTORNEY's commitment to improving the Juvenile Justice System in Riverside County.

6.4 ATTORNEYS shall guarantee quality representation in a manner that is cohesive with the purpose and efficiency required in juvenile court proceedings in Riverside County by addressing the following:

6.4.1 Administrative Attorney shall frequently monitor and oversee the quality of the representation. Administrative Attorney shall be in constant contact with clients, courthouse staff, and judges, assuring that there is unmatched quality of representation, punctuality and prioritization of the delinquency cases, an efficient use of the court's time, and zealous representation of the minors. Attorneys shall be subjected to a periodic performance review by administrators.

6.4.2 Case management shall be done through a team of staff members and a computer system within ATTORNEY's office called "Tracker".

6.4.3 Administrative Attorney shall frequently monitor attorneys and caseloads records shall be kept numerically by the "Tracker" system to prevent unrealistic and unreasonable caseloads.

6.4.4 When unable to contact a client in person, clients shall be contacted by ATTORNEYS via telephone, mail, and email regarding updates to their case and future court appointments. An initial client interview shall be conducted before the first hearing for every new client to assess the whole picture and context of the minor's case and how best to move forward in the representation of the client. Minor and parents shall then be provided with the ATTORNEY's information and a means of frequent communication shall be established between the minor, parent(s) and ATTORNEYS thereafter.

6.4.5 Guidelines of punctuality and prioritization of delinquency matters shall be established with ATTORNEYS. ATTORNEYS shall be required to come to court dressed in appropriate attire and act in a professional manner with respect to all who work in, and come through, the delinquency court. ATTORNEYS shall always respond to any request from the Court or its staff in a prompt and respectful manner. Any subcontract attorney who has violated these guidelines shall be subject to termination.

6.4.6 All attorneys who subcontract to appear on behalf of minors in delinquency court shall have completed and shall be up to date on training specific to delinquency proceedings as stated under Welfare and Institutions Code section 634.3(a)(1)-(3) and California Rule of Court 5.664.

6.4.7 Attorneys shall be well-versed in understanding the law involving conflicts of interest and shall take every precaution to avoid any such conflict, either real or perceived.

6.4.8 ATTORNEY shall set guidelines to resolve cases in a manner that is timely without jeopardizing the quality of the representation of the minor/client. Continuances shall be reviewed by administrators and shall only be made for good cause.

7. COMPENSATION. The Agreement cost for July 1, 2024 through June 30, 2029 shall be a maximum of four hundred sixty-one thousand three hundred forty dollars (\$461,340) annually plus expenses as set forth in Section 9 herein. COUNTY shall pay ATTORNEYS up to the sum of thirty-eight thousand four hundred forty-five dollars (\$38,445) per month paid in arrears upon the submission of an approved monthly report and an invoice for services. It remains the responsibility of the ATTORNEYS to oversee the budgeted funds to ensure they are properly disbursed to provide the legal services required under this Agreement.

7.1 When ATTORNEYS are appointed after the Court relieves the Public Defender pursuant to Penal Code § 987.2 (or as set forth herein), ATTORNEY shall provide the COUNTY Executive Office with the accounting of expenditures for each such case to enable the COUNTY to identify said expenditures as appropriate budget items.

7.2 It is understood that, to the extent, ATTORNEYS' constitutional and necessary level of legal representation under the Agreement may tend to justify additional payment, such necessary services in all but the most extreme circumstances, will all be considered by the ATTORNEYS to be their pro bono publico contribution to the administration of justice.

7.3 If, in addition, in ATTORNEYS' estimation an extreme circumstance arises, ATTORNEY may make a timely request for additional compensation from the COUNTY's Executive Office. Extreme circumstances shall generally be limited to extremely protracted felony cases; cases involving the representation of three (3) clients in the same case under the Agreement; extraordinary change of venue cases involving extreme expense; and such similar circumstances as may arise. ATTORNEYS' request must be in writing and include a complete justification of action or anticipated extra expenses and complete itemization of requested extraordinary payment.

8. CASELOAD. The parties agree that the total number of cases is uncertain. An indeterminate number of cases will be assigned to ATTORNEYS annually including:

8.1 All juvenile indigent defense cases as assigned by the Court at the compensation set forth herein. Because juvenile matters are unique, the following rules will determine what this Agreement means by "case:"

8.1.1 Representation of each defendant to the actions is a separate case.

(1) An original petition.

(2) A subsequent petition based on entirely new facts.

(3) Notice of Hearing petitions when no other original or subsequent petition is being processed.

8.1.2 What is not a new "case:"

(1) Amended petitions, unless they state entirely new facts.

(2) Modification hearings, restitution hearings and the re-calendar of matters based on 15-day reviews.

9. EXPENSES. ATTORNEYS shall pay all costs of specialized and professional services reasonably necessary to assist in the defense and preparation and presentation of their case, including medical and psychiatric examination; investigative services; expert testimony; forensic services; language interpretation; discovery costs; reporter's transcripts; and fees for experts appointed pursuant to statute from a trust account they hold for the County of Riverside. For these services during the Agreement term, the sum of four thousand four hundred dollars per month (\$4,400.00), shall be paid to ATTORNEYS monthly, in arrears, and set aside monthly and maintained in a separate interest-bearing trust account for the purpose of providing specialized and professional services for Welfare & Institutions Code § 602 et. seq. cases, EXCEPT that payments shall be suspended when the balance in ATTORNEYS' trust account exceeds twenty thousand dollars (\$20,000.00). Additionally, upon written agreement of ATTORNEYS and the COUNTY's Executive Officer, or designee, the monthly expense payments may be modified in amount or timing but in no event shall such payments exceed the maximum amount per month as set forth in this Section 9. Any interest accrued from these funds will be redeposited and used by the ATTORNEYS to pay the costs incurred under this section (Business & Professions Code §6211(b)). These funds remain the property of the County of Riverside and at the end of the term of the Agreement, 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's Executive Office within thirty (30) days of termination, for all sums expended, including accrued interest. ATTORNEYS must submit an invoice monthly requesting the payment of funds into the trust account.

10. TERMINATION. COUNTY may cancel this Agreement, in whole or in part, upon sixty (60) day's written notice to ATTORNEYS. In the event this Agreement is canceled, ATTORNEYS shall be responsible for the matters currently assigned to ATTORNEYS as set forth in Section 27.

11. INDEPENDENT COUNSEL. ATTORNEYS are, and shall at all times be deemed independent contractors (not employees of the COUNTY) and shall be wholly responsible for the manner in which they perform the services required by this Agreement. ATTORNEYS exclusively assume responsibility for the acts of their employees and subcontractors as they relate to the services to be provided during the course and scope of their employment. ATTORNEYS, their agents, employees and independent contractors and their agents and employees shall not be considered in any manner to be employees of the County of Riverside.

12. RECORDS. ATTORNEYS shall keep sufficient records to enable COUNTY to establish the cost of representing each individual in Court proceedings and allow County of Riverside to attempt to recover such costs from whomever may be obligated to reimburse the COUNTY.

12.1 ATTORNEYS understands that they are accountable for public funds and that they must maintain all records that support their expenditure of this money included but not limited to expert and investigator's invoices, activity/time logs, bank statements, cancelled checks, and receipts.

12.2 ATTORNEYS shall maintain receipts for all expense paid out of the trust account. The receipts shall delineate the minor's name, case, number, the service provider, services provided, address of service provider, hourly cost, breakdown of charges, any installment payment, other relevant information, total amount billed, and signature of person authorizing the payment. A log of these receipts will be submitted to COUNTY along with an invoice from the ATTORNEYS requesting payment for the Trust Account. The invoice and receipts are due no later than the 10th of the month following the month in which expenditures were made. ATTORNEYS shall maintain accounts and records, which sufficiently and properly reflect and identify the direct costs of the representation (investigative, expert and other direct trust fund costs). ATTORNEYS shall submit monthly detail of the trust fund disbursement by category; this is required even if the ATTORNEYS are not requesting additional funds for the trust account. Each disbursement shall identify the case for which it was expended. ATTORNEY shall submit all report(s) adhering to Exhibit C in Excel file format.

12.3 ATTORNEYS, at their sole expense, shall retain client files in the manner of and for the time period required by California State Bar Ethics Formal Opinion Number 2001-157. ATTORNEY shall provide a reasonable means of releasing all client related materials, including but not limited to files, work notes, police reports, investigation report, and expert reports to ATTORNEY'S' successor in interest.

12.4 ATTORNEYS shall maintain statistics showing the following data and information on each juvenile case assigned under this Agreement, and shall submit a monthly report adhering to Exhibit B in Excel file format to the Executive Office within ten (10) days of the end of each month.

12.4.1 Name of minor represented

12.4.2 Case Number

12.4.3 Disposition

12.4.4 Number of cases opened during month separated into the following categories;

A. Opened

B. Closed

C. Reopened

D. Transfer In

E. Substitution for previous appointed counsel

F. Copy of Order(s) for attorney's fees

12.4.5 ATTORNEYS shall furnish a monthly report adhering to Exhibit D in Excel file format of expenditures of trust account funds that includes the vendor, type of service (e.g., investigation, expert, etc.) client/case identifier (not name and/or case number of defendant), and amount of expense, within ten (10) days of the end of each month. The report shall additionally include the current balance of the account. ATTORNEYS shall utilize a standard electronic accounting system to input and maintain data and compile records.

12.4.6 ATTORNEYS shall file monthly reports adhering to Exhibit B, C, or D in Excel file format with the COUNTY Executive Office or in a form agreed upon by the parties, including any of all of the above information and any other costs and/or information reasonably requested by the COUNTY Executive Office. ATTORNEYS understands that COUNTY relies on the monthly reports to determine the cost of services and that any corrections or adjustments to the reports must be done

in a timely manner not to exceed thirty (30) days from the required submission date of the monthly report, and that ATTORNEY will not be compensated for cases reported beyond thirty (30) days.

12.4.7 ATTORNEY shall draft and file a written policy for the documentation of investigator billings and dissemination of said policy to investigators with the COUNTY Executive Office within sixty (60) days of execution of this Agreement.

12.5 ATTORNEYS shall file monthly reports with the COUNTY Executive Office in a form agreed upon by the parties, including Sections 12.1 – 12.4 above, and any other costs and/or information reasonable request by the COUNTY Executive Office.

12.6 COUNTY may, at its discretion, audit or inspect ATTORNEYS' files, books, and/or financial records relating to the Agreement, upon providing 24 hours' notice to ATTORNEYS. ATTORNEYS shall be audited by an outside auditor a minimum of once every twelve (12) months, at the end of the Agreement period. Payment for all ancillary expenses will be maintained by ATTORNEYS in a separate bank account wherein COUNTY is named as the designated beneficiary of the fund. All monies paid for expenses are the sole property of the COUNTY and as such are returnable to COUNTY on demand. Any interest accrued to this account remains the property of COUNTY. Said expense money is to be spent as specified in the Agreement and shall be subject to yearly audits at ATTORNEYS' expense. ATTORNEYS agree to make available for inspection, without restrictions, all books, statements, ledgers, and other financial records for a period of five (5) years from the termination of this Agreement. All financial records shall be kept, or made available to County of Riverside, at ATTORNEYS' principal place of business at 30111 Technology Dr. Ste 160, Murrieta, CA. 92563, or any other location that ATTORNEYS uses for storage of files, books, and/or financial records relating to the Agreement. ATTORNEYS agree to grant COUNTY full access to materials necessary to verify compliance with all terms of this Agreement. ATTORNEYS shall provide COUNTY right of access to its facilities to audit information relating to the matters covered by this Agreement. Information that may be subject to any privilege or rules of confidentiality should be maintained by ATTORNEYS in a way that allows access by COUNTY without breaching such confidentiality or privilege. Notwithstanding any of the above provisions of this paragraph, none of the constitutional, statutory, and common rights and privileges of any client are waived by this Agreement and COUNTY will respect the attorney/client privilege.

13. HOLD HARMLESS. ATTORNEYS shall indemnify and hold harmless the COUNTY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors,

elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter "INDEMNITEES") from any liability, action, claim or damage whatsoever, based or asserted upon any services of ATTORNEYS, its officers, employees, subcontractors, agents, or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. ATTORNEYS shall defend the INDEMNITEES, at their sole expense, including all costs and fees (including but not limited to, attorney's fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions, or services whether the subject action(s) or claim(s) are well-founded, properly filed or pleaded, or not commenced in a court of competent jurisdiction.

With respect to any action or claim subject to indemnification herein by ATTORNEYS, ATTORNEYS shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes ATTORNEYS' indemnification to INDEMNITEES as set forth herein.

ATTORNEYS' obligation hereunder shall be satisfied when ATTORNEYS have provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe ATTORNEYS' obligations to indemnify and hold harmless the INDEMNITEES herein from third party claims.

14. INSURANCE: Without limiting or diminishing the ATTORNEYS' obligation to indemnify or hold the COUNTY harmless, ATTORNEYS shall procure and maintain or cause to be maintained, at their sole cost and expense, the following insurance coverage's during the term of this Agreement. With respect to this Section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

14.1 Workers' Compensation: If ATTORNEYS have employees as defined by the State of California, ATTORNEYS shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Diseases with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the County of Riverside; and, if applicable, to provide

a Borrowed Servant/Alternate Employer Endorsement. Policy shall name the COUNTY as Additional Insureds.

14.2 Commercial General Liability: ATTORNEYS shall maintain Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of ATTORNEYS' performance of its obligations hereunder. Policy shall name the COUNTY as an Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

14.3 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, ATTORNEYS shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as an Additional Insured.

14.4 Professional Liability: ATTORNEYS shall maintain Professional Liability Insurance providing coverage for ATTORNEYS' performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If ATTORNEYS' Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and ATTORNEYS shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that ATTORNEYS have maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows. Policy shall name the COUNTY as Additional Insureds. The ATTORNEYS shall provide proof of coverage to COUNTY within fifteen (15) days of execution of the Agreement.

14.5 Blanket Commercial Crime Policy: ATTORNEYS shall maintain a Blanket Commercial Crime Policy including, but not limited to, coverage provided for all Directors, Officers, employees, agents and representatives who may be involved in any way with the direction, handling, depositing,

payment or other function that involves COUNTY funds associated with the performance of this Agreement with a limit of liability of not less than an amount per loss equal to, or greater than, the maximum amount of COUNTY money that may be in trust with the ATTORNEYS at any one time. The coverage will remain in force for at least three (3) years subsequent to the termination of this Agreement or until that time when all moneys have been reconciled and the COUNTY has agreed in writing that all financial issues have been completed and the ATTORNEYS no longer has any COUNTY assets held in the Trust as defined herein. If this coverage is written on a Claims-Made basis, the ATTORNEYS will provide either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that ATTORNEYS have maintained continuous coverage with the same or original insurer. Such extended claims made coverage shall be maintained for a period of three years or until that time when all moneys have been reconciled and the COUNTY has agreed in writing that all financial issues have been completed and the ATTORNEYS no longer have any COUNTY assets held in the Trust as defined herein. In the alternative, ATTORNEYS may obtain a Fidelity Bond acceptable to COUNTY.

15. General Insurance Provisions – All lines:

(a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

(b) ATTORNEYS must declare its insurance self-insured retentions for each coverage required herein. If any such self-insured retentions exceed \$500,000 per occurrence, such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retentions which are deemed unacceptable to the COUNTY, at the election of the COUNTY's Risk Manager, ATTORNEYS' carriers shall either; 1) reduce or eliminate such self-insured retentions as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

(c) The ATTORNEYS shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements

effecting coverage as required herein; and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration or reduction of coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ATTORNEYS shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(d) It is understood and agreed to by the parties hereto that the ATTORNEYS' insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

(e) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the ATTORNEYS has become inadequate.

(f) ATTORNEYS shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

(g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

(h) ATTORNEYS agree to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

16. MATERIAL BREACH. Notwithstanding the provisions of Section 2, the failure of ATTORNEYS or their agents, subcontractors or employees to comply with the terms of this Agreement and any reasonable directions, by or on behalf of the COUNTY, issued pursuant thereto shall constitute a material breach of Agreement by ATTORNEYS, and, in addition to any other remedy authorized by law, COUNTY shall have the right to terminate said Agreement immediately. Failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time. At the option of COUNTY, this Agreement may be terminated at COUNTY'S sole discretion upon the happening of any of the following:

- (a) Violation of any material provision of this Agreement;
- (b) Institution of proceedings by, or against, any ATTORNEYS under the bankruptcy laws of the United States;
- (c) Discovery that this Agreement was obtained through fraud by commission or omission;
- (d) Suspension of business operation, or receivership, of ATTORNEYS;
- (e) Any assignment of this Agreement without prior COUNTY approval;
- (f) Institution of disciplinary proceedings against any ATTORNEYS by the California State Bar;
- (g) Commencement of criminal prosecution of any ATTORNEYS in any Court anywhere;
- (h) Failure to observe any of the California Rules of Professional Conduct, including Rule 1.7, Conflicts of Interest; or
- (i) Failure to comply with the provisions of section 3.1 herein.

16.1 It is understood that the above-noted items are not exclusive of any other causes for termination, and failure of COUNTY to exercise its rights to terminate shall not constitute waiver of such right, which may be exercised at any subsequent time.

17. CONFLICT OF INTEREST. ATTORNEYS shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict of interest. This obligation applies to ATTORNEYS, ATTORNEYS' employees, agents, relative sub-tier contractors, and third parties associated with or accomplishing work for ATTORNEYS under this Agreement.

- (a) ATTORNEYS will establish measures to prevent employees or agents from making, receiving, providing, or offering gifts, entertainment, payment, loans, or other considerations, which could be deemed to appear to influence individuals to act contrary to the best interest of the COUNTY.

(b) No officer, employee, or agent of COUNTY, the State of California or the Federal Government, who exercises any function or responsibility in connection with the planning and implementation of the services being funded herein shall have any personal financial interest, direct or indirect, in this Agreement or in ATTORNEYS' business.

(c) ATTORNEYS shall not sit as Judge Pro Tem in any of the Courts that ATTORNEYS provide representation for indigent services under this Agreement.

(d) ATTORNEYS shall provide conflict-free representation. ATTORNEYS are aware of the cases of *People v. Jackson* (1996) 41 C.A.4th 986, and *Castro v. Los Angeles Board of Supervisors* (1991) 232 C.A.3d 1432, and the guidelines expressed therein.

18. PRIVATE PRACTICE. ATTORNEYS shall not be prohibited from engaging in the private practice of law, including the defense of those charged with crimes or any and all proceedings in the Courts of the County of Riverside. However, ATTORNEYS shall not accept in their private practice any case, which may cause a conflict of interest, which would preclude ATTORNEYS from providing representation to indigent parties pursuant to this Agreement. If ATTORNEYS or attorney subcontractors split their work between work under this Agreement and other business, the monthly report will indicate the percentage of time that attorney(s) devote to private matters compared to work under this Agreement, and also include a certification by each attorney subcontractor(s) regarding such time. ATTORNEYS, employees working as attorneys under provisions of this Agreement and subcontractors working under provisions of this Agreement must report in writing each month the percentage of their time spent on conflict contract representation and the percentage of time spent on private practice matters. ATTORNEYS must also indicate the hours spent on each case reported.

19. WAIVER. Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcing the terms of the Agreement.

20. ASSIGNMENT: This Agreement shall not be assigned by ATTORNEYS, either in whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by ATTORNEYS without the prior written consent of COUNTY will be deemed void and of no force or effect.

21. CUMULATIVE RIGHTS. All rights hereunder are cumulative, not alternative, and are in addition to any other rights given by law.

22. ENTIRE AGREEMENT. This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing.

23. ALTERATION. No addition to, or alteration of, the terms of this Agreement, whether by written or oral understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of written amendment to this Agreement and formally approved by the parties.

24. SUBCONTRACTS. The parties agree that ATTORNEYS shall not sign contracts with subcontractors wherein there is a clause in said contracts prohibiting subcontractors from submitting proposals when COUNTY solicits proposals for Indigent Defense Services.

25. NONDISCRIMINATION. Neither ATTORNEYS nor any subcontractor or other party providing services related to this Agreement, shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, or the presence of any sensory, mental or physical handicap, in employment or application for employment, subcontracting or in the administration or delivery of services or any other benefit under this Agreement.

26. PERIODIC REVIEW. ATTORNEYS and COUNTY agree that there exists some uncertainty as to the number of cases and extent of the work to be performed hereunder, and that the amount could be greater or lesser than in the past. Either ATTORNEYS or COUNTY may request a meeting at any time during the Agreement period to discuss unanticipated consequences related to this Agreement.

27. CONTINUITY OF REPRESENTATION. The parties agree that at the conclusion of this Agreement term, or earlier if the Agreement is canceled as provided for herein, there will be a need to provide continuing legal representation for the existing caseload through its completion. Continuity of counsel is desired where there is an established attorney-client relationship. Each case will be reviewed independently. To that end, COUNTY agrees for the sake of the clients, to have any successor attorney absorb matters not yet set for trial. However, all cases described in this Agreement are under the jurisdiction of the Juvenile Court. In addition, any cases during the Agreement period that are transferred to adult court (i.e., 707 hearings) shall then receive an attorney from the adult panel.

27.1 As to those cases already set for trial, the parties agree upon the following:

- (a) Except for Special Circumstance Homicides, cases with a trial date set more than ninety (90) days after the expiration of this Agreement, will be transferred to a new attorney if there is one and no conflict of interest exists;
- (b) Any case, including Special Circumstance Homicides or vertical prosecution cases, in which the arraignment is pending in the Juvenile Superior Court will be transferred to a new attorney, if there is one and no conflict of interest exists; *except for those cases that have been transferred to adult court, such as 707 **(CA Welfare & Institutions Code sec. 707)***;
- (c) Special circumstance homicides that have been assigned to ATTORNEYS for less than one hundred eighty (180) days shall be transferred to successor attorney. ATTORNEYS will assist new counsel in preparation as requested by that counsel;
- (d) It is anticipated that ATTORNEYS or subcontract attorneys will remain as counsel on all vertical prosecution cases set for trial, and all other felonies in which a trial date is, or has previously been, set by ATTORNEYS.

27.2 The first three provisions above provide for transfer of cases to successor attorney and responsibility for providing adequate legal counsel, but the parties agree that the Court can hear any motion brought by any counsel on behalf of any client affected by this process and that decision may be contrary to this process.

27.3 For those cases that cannot be transferred to successor attorney, the parties agree that the COUNTY's liability for costs shall be limited to the following:

- (a) COUNTY shall pay ATTORNEYS up to one additional month at current negotiated rates, which will compensate for trial preparation and trial except as set forth below. For those cases originally scheduled for trial during the Agreement term or within sixty (60) days of the termination of the Agreement, no additional payment is provided beyond the per case cost, and not to exceed one month's compensation.

- (b) For those cases originally set for trial more than sixty (60) days after termination of the Agreement, the following payment schedule will apply once trial proceedings have begun:

Special Circumstance Homicide Trials and Pre-Trial Motions - \$500/day or \$250/half day per Attorney

Felony Trials and Pre-Trial Motions --\$400/day or \$200/half day per attorney

(c) It is agreed that if a case has been assigned to ATTORNEYS during the term of this Agreement, costs of ATTORNEYS preparation have already been paid, and only pre-trial motions ~~motion~~ and trial costs will be paid in addition as set forth above.

28. NOTICES. All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

COUNTY:

County Executive Office
Attn: Public Safety Analyst/Indigent Defense
4080 Lemon Street, 4th Floor
Riverside, CA 92501

ATTORNEYS:

Burns and Oblachinski, A Professional Corporation
Attn: Robert Oblachinski
30111 Technology Dr. Ste 160
Murrieta, CA. 92503

And

Purchasing and Fleet Services
Attn: Andrew Johnson
3450 14th Street, 4th floor
Riverside, CA 92501

29. DISPUTES. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. ATTORNEYS shall proceed diligently with the performance of this Agreement pending the resolution of a dispute. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

30. COMPLIANCE WITH APPLICABLE LAWS. ATTORNEYS shall comply with all applicable federal, state and local laws and regulations. ATTORNEYS will comply with all applicable COUNTY policies and procedures. In the event there is a conflict between the various laws and regulations that may apply, ATTORNEYS shall comply with the more restrictive law or regulation.

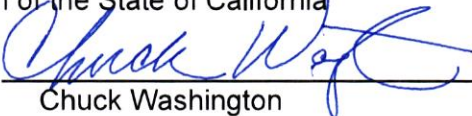
31. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the

remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

32. ELECTRONIC SIGNATURES. This Agreement 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 Agreement 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 Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement 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.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

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

By: 
Chuck Washington
Chair, Board of Supervisors

Dated: 6/25/2024

Burns & Oblachinski, A Professional Corporation

By: 
Robert Oblachinski (Jun 14, 2024 12:12 PDT)
Robert Oblachinski
Chief Executive Officer

Dated: Jun 14, 2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
County Counsel
Minh C. Tran

By: Gregg Gu
Gregg Gu
Chief Deputy County Counsel

ATTACHMENT A

Definitions

Wherever these words occur in this Attachment, shall have the following meaning:

- a) "ATTORNEYS" shall mean any employee, agent, or representative of Burns and Oblachinski, A Professional Corporation used in conjunction with the performance of this Agreement.
- b) "Vendor" shall mean an individual, firm, partnership, or corporation that performs services for the ATTORNEYS or their subcontract attorney, either directly or through a duly authorized representative.
- c) "COUNTY" shall mean the County of Riverside and its Executive Office.

Specialized and Professional Services Trust Account Policy

- (1) ATTORNEYS shall retain on file written documentation from each engaged subcontract attorney and professional Vendor; a signed acknowledgment of the following:
 - (a) Has read and understands the written policies and procedures pertaining to Requests for Approval, reporting and invoicing;
 - (b) Understands that subcontract attorney and Vendor must respond to all inquiries by the ATTORNEYS, and the COUNTY regarding billings and payments protocols unless such request infringes upon attorney client privileges, and
 - (c) Understands that subcontract attorney and any additional Vendor may not get paid the full amount included in the invoice and/or may be required to reimburse the COUNTY for inappropriate or unauthorized expenditures.
- (2) ATTORNEYS shall implement the following internal controls:
 - (a) Reasons for approving fewer or more hours than requested will be documented;
 - (b) Dates initial and any supplemental requests were approved will be recorded on the request forms and in ATTORNEYS' electronic case tracking systems; and,
 - (c) The number of requests made, total number of hours approved, hours used, and hours remaining will be tracked, and recorded for each case.
- (3) ATTORNEYS shall include the following policies and procedures regarding invoices for specialized and professional services, and insure their subcontract attorneys and any subsequent Vendors adhere to these policies and procedures:
 - (a) Invoices will include all case identifiers described above; travel time, start and end locations

when requesting reimbursement for miles; accurate total miles, total hours, and total dollar amounts; billing by the tenths or quarter of an hour, whichever is less; and total hours authorized, used and remaining on the case.

- (b) ATTORNEYS shall ensure by their signature on the invoice that the work performed was consistent with what was described and authorized in the corresponding "Request for Approval," and those the dates for which hours are billed were after the date of approval for investigative work and before the case was close.
 - (c) ATTORNEYS shall review all invoices to ensure that the work performed is consistent with what was described in the Request for Approval and the number of hours approved and was conducted after the date of approval and before the case was closed;
 - (d) Verify that all calculations on the invoices are correct, including use of the correct mileage and hourly rates for investigations;
 - (e) Verify that the dates of each activity are within the billing period for the invoice;
 - (f) Bill in increments of tenth or quarter hours, whichever is lower.
 - (g) Examples of investigative activities that would not be subject to payment by the ATTORNEYS include: (i) work performed over the number of hours approved; (ii) worked performed after the date a case was closed; and, (iii) administrative activities that are not considered investigative, such as setting up files, filling out required paperwork for the ATTORNEYS, indexing, or placing discovery into binders.
- (4) The ATTORNEYS shall:
- (a) Assign, record, and track internal file numbers for each case with specialized and professional expenditures by defendant and case.
 - (b) Include the internal file numbers as a case identifier in the monthly reports of expenditures of Trust Account Funds, in addition to the Vendor, type of service, amount of expense, and current balance of the account.
 - (c) Include in the paper documents associated with each payment from Trust Account Funds: (i) individual invoices for each case paid by the check; (ii) a coversheet that includes the cases, amount for each case, and total amount paid or to be paid to the Vendor by the subcontract attorney; and (iii) the check number for the final payment to the subcontract attorney or Vendor.
 - (d) Input into an internal electronic system for each case with specialized and professional expenditures, at a minimum: (i) case identifiers such as the defendant's first and last

- name, case number, internal file number, ATTORNEYS or subcontract attorney, and type of case (e.g. felony, misdemeanor, special circumstance); (ii) information on requests for specialized and professional services such as the dates of the request and approval, type of service (e.g. investigator, expert, etc.), Vendor name, number of requests, number of hours or dollar amount approved; and (iii) separate entries on expenditures made on the case that include the date of the invoice, type of service, Vendor, hours used, amount of other expenses, total amount billed on the invoice, and the check number for payment.
- (e) Utilize a readily available, inexpensive electronic software that is able to run reports using the above information and provide: (i) the total expenditures, number of requests, hours approved, used, and remaining on a particular case; (ii) average cost per case and/or by case type (e.g. felony, misdemeanor, special circumstances); (iii) total and average cost per service charge type (e.g. investigator, expert, etc.); (iv) total and average expenditure per Vendor; and (v) average number of hours requested, approved and used per case type.

“Request For Approval” Procedures

- (1) The following information shall be required for all initial and any supplemental subcontract attorney “Requests for Approval” for specialized and professional services and shall be maintained in the file unless such request infringes upon attorney client privileges:
- (a) Itemized planned activities (e.g. review discovery, crime scene investigation, review police reports, etc.);
 - (b) Whether or not a written report is required;
 - (c) Names or initials of witnesses to be contacted and interviewed, if available;
 - (d) Anticipated location of planned interviews;
 - (e) Consistent case identifiers on all pages, including: defendant first and last name, case number, internal file number, and ATTORNEYS;
 - (f) The number of the request;
 - (g) ATTORNEYS hours approved and worked to date on the case (for supplemental requests); and,
 - (h) Other pertinent information

EXHIBIT B

<u>BURNS & OBLACHINSKI MONTHLY JUVENILE DEFENSE REPORT</u>										
		MONTH:								
		YEAR:								
ATTORNEY'S FULL NAME:										
				Number of cases opened during month						
#	Case Number	Name of Minor	Disposition	Opened	Closed	Reopened	Transfer In	Substitution for previous appointed counsel	Copy of Order(s) for Attorney's Fee	
1										
2										
3										
4										
5										
6										
7										
8										

During the month of ___ I have spent _____% of my time handling **insert conflict firm name** cases and _____% of my time handling private cases.

I maintain information to document the hours I am reporting for work on each case listed.

Attorney Signature: _____

Signature of Conflict Counsel Administrator: _____ Date: _____

The above signature should be coming from administrative counsel signing on behalf of the conflict counsel firm.

Reviewed at the Executive Office:

Date: _____

EXHIBIT C

BURNS & OBLACHINSKI MONTHLY EXPENSE REPORT

		<u>MONTH:</u>										
		<u>YEAR:</u>										
		<u>MINOR'S NAME:</u>										
#	Date	Case Number	Case Name	Attorney	Service Provider	Services Provided	Provider Address	Hourly Cost	Charge Breakdown	Installment Payments	Other Info	Total
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												

Payment Authorized by: _____
 Date: _____
 Authorized Signature: _____

Executive Office Reviewer: _____
 Date: _____
 Executive Office Authorized Signer: _____

EXHIBIT D

<u>BURNS & OBLACHINSKI TRUST ACCOUNT MONTHLY EXPENDITURES</u>						
		MONTH:				
		YEAR:				
					Beginning Trust Account Balance	
#	Vendor	Type of Service	Client/Case Identifier	Amount of expense	Other Info	
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
					Current Trust Account Balance	

Payment Authorized by: _____

Date: _____

Authorized Signature: _____

Executive Office Reviewer: _____

Date: _____

Executive Office Authorized Signer: _____









Juvenile Defense Agreement

Final Audit Report

2024-06-14

Created:	2024-06-13
By:	Shannon Leung (sleung@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8V7zPLgDYKnozYH3ZoXwk45T3FEis1Pa

"Juvenile Defense Agreement" History

-  Document created by Shannon Leung (sleung@rivco.org)
2024-06-13 - 9:41:56 PM GMT
-  Document emailed to Robert Oblachinski (roblachinski@juveniledefensepanel.com) for signature
2024-06-13 - 9:44:51 PM GMT
-  Email viewed by Robert Oblachinski (roblachinski@juveniledefensepanel.com)
2024-06-14 - 0:44:50 AM GMT
-  Document e-signed by Robert Oblachinski (roblachinski@juveniledefensepanel.com)
Signature Date: 2024-06-14 - 7:12:35 PM GMT - Time Source: server
-  Document emailed to Gregg Gu (ggu@rivco.org) for signature
2024-06-14 - 7:12:37 PM GMT
-  Email viewed by Gregg Gu (ggu@rivco.org)
2024-06-14 - 7:34:17 PM GMT
-  Document e-signed by Gregg Gu (ggu@rivco.org)
Signature Date: 2024-06-14 - 7:34:32 PM GMT - Time Source: server
-  Agreement completed.
2024-06-14 - 7:34:32 PM GMT