

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



ITEM: 3.12
(ID # 25395)

MEETING DATE:
Tuesday, June 25, 2024

FROM : EXECUTIVE OFFICE

SUBJECT: EXECUTIVE OFFICE: Approve the Legal Services for Indigent Conservatees and Minors in Guardianship Matters Agreement with Brown White and Osborn, LLP, for the period of July 1, 2024 and continues in effect to and through June 30, 2029 for an annual amount of \$1,360,000, with the option to renew for three (3) additional one-year period by written amendment; All Districts, [Total Annual Cost \$1,360,000 – 100% - Indigent Conservatees and Minors in Guardianship Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Legal Services for Indigent Conservatees and Minors in Guardianship Matters Agreement with Brown White and Osborn, LLP, for the period of July 1, 2024 and continues in effect to and through June 30, 2029 for an annual amount of \$1,360,000 with the option to renew for three (3) additional one-year period by written amendment; authorize the Chair of the Board to sign three (3) copies of the same on behalf of the County;

Continued on Page 2

ACTION:Policy

Michelle Paradise
Michelle Paradise, ACEO 6/19/2024

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: *Naomy Li*
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to 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.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|---|-----------------------------|--------------------------|---------------------------------------|---------------------|
| COST | \$0 | \$1,360,000 | \$6,800,000 | \$1,360,000 |
| NET COUNTY COST | \$0 | \$1,360,000 | \$6,800,000 | \$1,360,000 |
| SOURCE OF FUNDS: Executive Office Indigent Conservatees and Minors in Guardianship 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 Legal Services for Indigent Conservatees and Minors in Guardianship Matters Agreement with Brown White and Osborn, LLP, for the period of July 1, 2024 and continues in effect to and through June 30, 2029 for an annual amount of \$1,360,000, with the option to renew for three (3) additional one-year period by written amendment.

The County of Riverside is required to retain legal services for a ward, a proposed ward, an indigent conservatees, or a proposed indigent conservatees in guardianship or conservatorship proceedings. The County contracts with private attorneys and law firms to provide legal representation for wards, proposed wards, indigent conservatees, or proposed indigent conservatees in guardianship or conservatorship proceedings in the Superior Court of the County of Riverside when appointed by the Court as required by law, or upon a declaration that a conflict of interest exists with the Public Defender's Office or the Public Defender's Office is relieved by the Court for extraordinary reasons.

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Brown White & Osborn, LLP is the Incumbent and is a large, established law firm that has resources including experienced attorneys and in-house investigators with child development backgrounds dedicated to serving the needs of the conservatees and the guardianship minors. This firm has been providing this service to the County since 2012 and continues to provide satisfactory performance and willingness to cooperate with the County.

Impact on Residents and Businesses

There is no negative impact on residents and businesses within the County of Riverside. This agreement provides for necessary legal representation of Indigent Conservatees and Minors in Guardianship for whom the Public Defender's Office declares a conflict of interest. The Legal Indigent Conservatees and Minors in Guardianship 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-067 on March 12, 2024, soliciting proposals for Legal Services for Indigent Conservatees and Minors in Guardianship Matters. The RFP was posted on publicpurchase.com with notification sent to 33 potential firms and 19 firms accessed the RFP solicitation. The RFP was closed on April 9, 2024 at 1:30 PM (Pacific Time) with one proposal received. The proposal was reviewed by an evaluation team consisting of personnel from the Executive Office and the Public Defender's Office. The 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. After a very thorough review of the proposal response, the Evaluation Committee recommend the award to the Incumbent Brown White & Osborn, LLP.

Attachments

Attachment A: Agreement Number #EOARC-000903 for Legal Services for Indigent Conservatees and Minors in Guardianship Matters Agreement with Brown White and Osborn, LLP.

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

Meghan Hahn
Meghan Hahn, Director of Procurement 6/18/2024

Steven K. Atkeson
Steven Atkeson 6/19/2024

Gregg Gu
Gregg Gu, Chief of Deputy County Counsel 6/19/2024

**LEGAL SERVICES FOR INDIGENT CONSERVATEES AND MINORS IN GUARDIANSHIP MATTERS
AGREEMENT**

between

COUNTY OF RIVERSIDE

and

BROWN WHITE & OSBORN, LLP



JUN 25 2024 3.12

THIS AGREEMENT TO PROVIDE LEGAL SERVICES FOR INDIGENT CONSERVATEES AND MINORS IN GUARDIANSHIP MATTERS (hereinafter "Agreement") is made and entered into by and between the County of Riverside, a political subdivision of the State of California, (hereinafter "COUNTY") and Brown White & Osborn, LLP, a California Limited Liability partnership, (hereinafter "ATTORNEYS"), to provide services in the Superior Court of the County of Riverside, all regions, as set forth herein.

RECITALS

WHEREAS, California Probate Code and Welfare and Institutions Code provide for the protection of the rights of conservatees or proposed conservatees in specified proceedings as set out in Probate Code sections 1471, 1852, 2356.5, 2357, 3140, and 3205; and conservatorship proceedings instituted pursuant to Welfare and Institutions Code section 5000 et seq. commonly referred to as LPS (Lanterman-Petris-Short Act) Conservatorships; and

WHEREAS, the cost and expense of each counsel in the representation of indigent conservatees in the specified proceedings are a proper and lawful charge upon the COUNTY; and

WHEREAS, the COUNTY currently thinks it is in the public interest in circumstances wherein the Riverside County Public Defender declares a conflict of interest under Welfare and Institutions Code section 5000 et seq. or is otherwise unavailable, that the COUNTY contract with private counsel to render the usual and customary legal services required by law to be provided to said individuals;

WHEREAS, a ward, a proposed ward, a conservatee, or a proposed conservatee may be furnished with legal counsel in a guardianship or conservatorship processing and the cost of counsel may be a proper charge upon the COUNTY as set out in Probate Code section 1470 or 1472;

NOW, THEREFORE, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES. COUNTY contracts with ATTORNEYS to provide legal representation for indigent conservatees and for wards in guardianship proceedings in the Superior Court of the County of Riverside, all regions, when appointed by the Court as required by law, or upon a declaration that a conflict of interest exists which causes the Public Defender to be unable to represent the conservatee, or the Public Defender is relieved by the Court for extraordinary reasons, for specified probate proceedings as set forth in Section 3.1 and in Section 3.2.
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 Superior Courts within the entire region, within the funding provisions of this Agreement. For the purpose of providing such professional legal services, ATTORNEY, at his/her own discretion, may perform the services, or cause them to be performed by other attorneys, who shall not be parties to this Agreement, but are independent contractors and not agents or employees of ATTORNEY or COUNTY.

3.1 ATTORNEY shall be required to provide counsel in the following proceedings in all conservatorship cases where the conservatee or proposed conservatee has been determined to be indigent utilizing the standard for indigency in 45 Code of Federal Regulations § 1611 as adopted by the Riverside County Public Defender, pursuant to Government Code § 27706(d), or when the Court determines indigency pursuant to Government Code § 27707;

3.1.1 When appointed by the Court pursuant to Probate Code§ 1471(a), (b) & (c).

3.1.2 When appointed by the Court pursuant to Probate Code§ 1471(a)(1) including a request for Dementia Powers pursuant to Probate Code§ 2356.5.

3.1.3 When appointed by the Court pursuant to Probate Code § 1471(a)(1) which includes a Petition for appointment of a Temporary Conservator.

3.1.4 When appointed by the Court in a proceeding under Probate Code§§ 1852, 2357, 3140, 3201 and 3205.

3.1.5 When appointed by the Court in a proceeding pursuant to Welfare and Institutions Code section 5000 et seq. wherein the Office of the Riverside County Public Defender has declared a conflict or has been relieved due to extortionary circumstances.

3.1.6 When appointed by the Court pursuant to Probate Code §§ 1470 or 1472.

3.1.7 ATTORNEY shall represent the conservatee in Court Trials or Jury Trials in the foregoing proceedings. ATTORNEY shall not withdraw from the case at the conclusion of the proceeding but remain counsel of record for all mandatory and discretionary appointment proceedings. When applicable, ATTORNEY shall comply with California Rule of Professional Conduct 3-700.

3.1.8 At the end of each proceeding, pursuant to Probate Code section 1472, ATTORNEY shall request from the Court a determination of the conservatee or the conservatorship's estate ability to pay all or a portion of attorney fees and expenses. If the Court determines that the conservatee or the conservatorship estate has adequate funds to pay attorneys' fees and expenses, ATTORNEY shall request an order from the Court. Any award of attorneys' fees and expenses shall be made payable to the County of Riverside, Executive Office, referencing *Indigent Defense*. ATTORNEY shall not withdraw from a case until after court ordered fines and fees have been collected and forwarded to the Executive Office.

3.1.9 Expenses such as mileage (in accordance with COUNTY Policy D-1 cost) outside of the California region to visit a conservatee or extraordinary postage may be reimbursed from the trust account.

3.2 Pursuant to California Probate Code section 1470(c)(3) effective January 2008, the COUNTY is obligated to compensate counsel appointed to represent a minor in a legal proceeding to establish the Guardianship of the Person of the minor, the Guardianship of the Person and Estate and the Guardianship of the Estate, upon the Court's determination that there is no other viable source of payment.

3.2.1 COUNTY has determined that it would be in the best interest of the minor and would benefit the Superior Court to have well qualified, experienced counsel represent the minor when appointed by the Court in Guardianship matters filed in the Superior Court.

3.2.2 ATTORNEY shall assume full responsibility for representing minors in Guardianship Proceedings in the Department of the Riverside Superior Court as designated by the Court. ATTORNEY shall perform or cause to have performed all professional legal services for the minor(s) in Guardianship Proceedings from the time of appointment, at every stage of the proceeding including trial until relieved by the Court or upon substitution of counsel. ATTORNEY shall not withdraw from the case at the conclusion of the petition but remains counsel of record for the annual reviews. When applicable, ATTORNEY shall comply with California Rule of Profession Conduct 3-700.

3.2.3 If the investigation in the case finds that any party to the proposed guardianship alleges the minor's parent is unfit, as defined by section 300 of the Welfare and Institutions Code, the case shall be referred to the county agency designated to investigate potential dependencies. Guardianship proceedings shall not be completed until the investigation required by sections 328 and 327 of the

Welfare and Institution Code is completed and a report is provided to the Court in which the guardianship proceeding is pending.

3.2.4 Each case where counsel is appointed for a minor is a separate case except that all minors named in one Guardianship Petition (Proceeding) may be joined as one appointment if only one attorney is necessary to provide conflict free representation for the minors. A "case" is defined as a Court Proceeding to establish the Guardianship of the Person of the minor or minors, Guardianship of the Person and Estate, or Guardianship of the Estate including all acts necessary to the conclusion of the matter, including but not limited to the following: 1) Communication with the minor, parents, relatives, non-custodial parents, and others as necessary; 2) Investigation of the circumstances; 3) Representation of the minor in Court; 4) Preparation of documents or pleadings as necessary; 5) Annual Review Hearings,

3.2.5 ATTORNEY shall assume full responsibility for assigning only sub-contracting attorneys who have the necessary experience, qualifications, and capabilities to handle Guardianship cases in the Superior Court. The assigned attorneys shall meet the requirements established by the Judicial Council and set out in the Rules of Court pursuant to Probate Code section 1456, including CRC 7.1101.

3.2.6 ATTORNEY is an independent contractor and may represent minors in Guardianship Proceedings when retained, or appointed by the Court and when there is a source of payment other than the COUNTY.

3.2.7 ATTORNEY shall request that the Court make a determination of the financial ability of the parent or parents of the minor or from the minor's estate to compensate counsel in total or in part at the conclusion of each Guardianship Proceeding. Any award of attorneys' fees shall be made payable to the County of Riverside, Executive Office referencing Indigent Defense. ATTORNEY shall not withdraw from a case until after court ordered fines and fees have been collected and forwarded to the Executive Office.

3.2.8 ATTORNEY understands that it is important to the Court and to the COUNTY to have counsel available to represent the minor in Guardianship Proceedings upon appointment of counsel and at the time designated for hearing.

3.2.9 ATTORNEY shall accept all appointments, including "Discretionary Appointments" pursuant to Probate Code §§ 1470 or 1472 under the Agreement.

3.3 In subcontracting with other attorneys, ATTORNEYS shall consider the factors enumerated in the Rules of Professional Conduct governing lawyers in Business & Professions Code § 6000 et seq., State Bar of California Guidelines on Indigent Defense Services Delivery Systems, Probate Code section 1456, and Rules of Court promulgated pursuant thereto, including CRC 7.1101, and the State Bar Rules of California, as appropriate, including Rule 3-310. ATTORNEY shall assure that all subcontractors are competent and provide constitutionally effective assistance.

3.4 ATTORNEYS shall perform or cause to be performed all professional legal services reasonably and legally required herein from the time of appointment, to and including, a final adjudication or disposition of such case. ATTORNEY is appointed for the life of the case and remains the attorney of record until the case is completed.

4. ADMINISTRATIVE DUTIES. ATTORNEYS shall assign an Administrative Attorney under this Agreement. In Guardianship cases involving multiple minors or wards and where there is a conflict of interest amongst the minors or wards, the Administrative Attorney shall designate counsel for each minor or ward. In no case shall the Administrative Attorney appoint himself or herself as Attorney in such multiple minor or ward cases.

5. 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.

5.1 ATTORNEY shall follow the below plan:

5.1.1 ATTORNEY shall perform Conflict Checks:

i. As soon as a case is assigned to ATTORNEY, a trained staff member shall search for the names of the client, petitioner, and family members on ATTORNEY's document management system 'NetDocs'.

ii. If search results are obtained, the trained staff member shall eliminate any obviously irrelevant results.

iii. The staff member shall then refer the case and the search results to the ATTORNEY's contract manager, who shall review them and determine whether they pose an actual or potential conflict in the case.

iv. Alternatively, if ATTORNEY has been appointed on a case representing multiple minors in a guardianship matter or multiple parties in a conservatorship matter, during the representation ATTORNEY will continue to assess whether a conflict arises.

v. In the event of an actual conflict, ATTORNEY shall notify the court for appointment of new counsel.

5.1.2 b) ATTORNEY shall monitor subcontracting attorneys for conflict.

5.1.3 c) ATTORNEY shall monitor subcontracting attorney caseloads to ensure quality.

5.2 ATTORNEYS shall require that each subcontracting attorney participate in Mandatory Continuing Legal Education (MCLE) programs focusing on applicable law including but not limited to trial advocacy, juvenile law, probate, guardianships and conservatorships. 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.

5.3 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.

5.4 ATTORNEY, upon request, may be required to meet with the COUNTY representative to discuss caseloads, MCLE programs, and certify that ATTORNEY has reviewed the performance of each independent subcontractor as described above. ATTORNEY shall submit written reports monthly including a summary of subcontractor-attorney evaluations and observations, and average number of MCLE approved training hours, and report participation in other educational programs related to the practice of probate law. The written reports should also contain any information that may be indicative of the quality of representation provided by ATTORNEY.

5.5 ATTORNEY shall provide a quality assurance plan in which ATTORNEY specifically describes the processes by which it delivers effective assistance of counsel to indigent conservatees and for wards in guardianship in Riverside County by addressing the following:

5.5.1 Plan for independent oversight and monitoring the quality of representation shall include:

i. Regular contact with Courtroom staff, bench officers, the Supervising probate attorney, for the purpose of hearing feedback on representation.

ii. Regular inquiries or clients regarding their view of quality of representation.

iii. Management and chronicling of objective measures of performance as discussed in Section 6.6.

iv. Regular meetings with County of Riverside staff regarding performance.

5.5.2 Plan for case management and case management tracking system shall include:

i. Document Management: ATTORNEY shall follow a 'paperless' policy in which all documents ATTORNEY produces or received is digitized and saved in a cloud-based system.

ii. Privacy and Security: Cloud-based system shall be password protected with two-factor authentication.

iii. Case Management by iPad shall allow ATTORNEY to access entire client files remotely.

iv. Calendar Management: ATTORNEY's staff shall automatically calendar all deadlines, hearings, and other relevant events in Microsoft Office.

v. Duties of Support Staff: ATTORNEY shall assign a legal assistant to each department who shall manage all cases in that department.

vi. Legal Advocacy Databases: ATTORNEY shall utilize extensive library of books, treatises, practice guides, databases, and brief banks created by ATTORNEY to assist attorneys with research and the completion of pleadings.

5.5.3 ATTORNEY's partner shall observe and assess attorneys, including, but not limited to reviewing all pleadings and filings with the court prior to submission to ensure accuracy and quality.

5.5.4 Guidelines for client contact, notification of appointment, and initial client interview.

i. Client Contact shall primarily be between attorneys and client.

ii. Notification of Appointment shall be received directly from the court either via email, to ATTORNEY's court portal, or personally by a judge during the morning calendar in each department.

iii. Initial Client Interview shall be performed by ATTORNEY's legal assistant while scheduling an appointment who shall note any questions received from client and summarize them for the attorney to address. ATTORNEY shall meet with the client either at client's residence, through a call, or videoconference and shall clearly explain to the client the rights affected by the pending action. ATTORNEY shall summarize in writing the content of each client meeting and place in the client's file within the Cloud-based system

5.5.5 ATTORNEY shall always appear in person for each hearing to the extent possible and shall be available on any date the court chooses.

5.6 ATTORNEY shall establish a system to monitor and evaluate the quality, timeliness and cost effectiveness of the services provided by the contract. The reporting system shall provide a mechanism to evaluate performance and achievement of desired outcomes. Desired outcomes shall measure changes in the clients' circumstances, conditions, and position that result from the services provided under the contract. ATTORNEY shall report outcomes at the time of closing each client's case as follows:

5.6.1 Guardianship Outcomes

- i. Client obtained advice and counsel on guardianship matter.
- ii. Client protected by establishment of guardianship or maintaining guardianship.
- iii. Client reunited with parent by establishment of visitation plan or termination of guardianship.

5.6.2 Conservatorship Outcomes

- i. Client obtained advice and counsel on conservatorship matter.
- ii. Client obtained protection by establishment of conservatorship or maintaining conservatorship.
- iii. Client maintained independence and individual freedom by preventing or terminating conservatorship through establishment of a viable alternative to a conservatorship.

5.6.3 At the time when the court relieves ATTORNEY on each case, the attorney shall evaluate whether a desired outcome was reached and assign an outcome closing code to each matter. ATTORNEY shall collect this data and report monthly on outcomes achieved in closed cases.

6. COMPENSATION. The Agreement cost for July 1, 2024 through June 30, 2029 shall be a maximum of one million three hundred sixty thousand dollars (\$1,360,000.00) annually plus expenses as set forth in Section 8 herein. COUNTY shall pay ATTORNEYS up to the sum of one hundred thirteen

thousand three hundred thirty-three thousand dollars (\$113,333.33) 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.

- A. A "case" for purpose of Guardianship matters is defined as a Court Proceeding to establish the Guardianship of the Person of the minor or minors, Guardianship of the Person and Estate, and/or Guardianship of the Estate, including all acts necessary to the conclusion of the matter, including but not limited to the following: 1) Communication with the minor, parents, relatives, non-custodial parents, and others as necessary; 2) Investigation of the circumstances; 3) Representation of the minor in Court; 4) Preparation of documents or pleadings as necessary; 5) Annual Review Hearings.
- B. A "case" for purpose of Conservatorship matters is set forth in section 3.1.
- C. COUNTY shall pay ATTORNEY in arrears. Said compensation shall be paid in accordance with an invoice submitted to COUNTY by ATTORNEY within ten (10) days from the last day of each calendar month, and COUNTY shall process the invoice within twenty (20) working days from the date of receipt of the invoice. The invoice shall contain the case name and number, date of appointment, all § 1470(c)(3) orders, and the total compensation requested. Cases shall not be invoiced until after the ability to pay hearing has been held, and then shall be invoiced only once as ATTORNEY is the attorney of record for the life of the case.

6.1 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. EXPENSES. Pursuant to Probate Code § 1471(a), (b) & (c), § 1471 (a) (1) including a request for Dementia Powers pursuant to Probate Code §§ 2356.5, 1852, 2357, 3140, 3201, and 3205 and guardianship proceedings as set out in Probate Code section 1470; 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; travel expenses in accordance with COUNTY's Policy D-1, and fees for experts appointed pursuant to statute from a trust account they hold for the County of Riverside. ATTORNEYS shall, within ten (10) days after the start date of this Agreement, provide the COUNTY's Executive Office with a written policy, acceptable

to the COUNTY's Executive Office, governing the use and accounting of the trust account(s) established pursuant to this Section 8. ATTORNEYS shall disseminate these policies and procedures to all attorneys that they engage to provide services under this Agreement. ATTORNEYS shall require their attorneys to provide all their investigators and other specialized and professional service vendors with the ATTORNEYS' written policies and procedures pertaining to approval, invoicing, and payment. The written policy shall address the issues described in Attachment A. For these services during the Agreement term, the sum of ten thousand eight hundred and thirty-three dollars and thirty-three cents (\$10,833.33) per month, shall be paid to ATTORNEYS monthly, in arrears, and set aside monthly and maintained in a separate interest-bearing trust accounts for this purpose, EXCEPT that payments shall be suspended when the balance in ATTORNEYS' trust account exceeds twenty thousand dollars (\$20,000). 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 exceed the maximum amount of one hundred thirty thousand dollars (\$130,000) annually (\$10,833.33 x 12 months) as set forth in this Section 8. Any interest accrued from these funds will be redeposit into the respective trust account and used by the ATTORNEYS to pay the costs incurred herein (Business & Professions Code §6211(b)). These funds remain the property of the County of Riverside and at the end 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.

8. TERMINATION. COUNTY may cancel this Agreement, in whole or in part, upon thirty (30) 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 25.

9. INDEPENDENT COUNSEL. ATTORNEYS are, and shall at all times be deemed independent 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.

10. 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.

10.1 ATTORNEY 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.

10.2 ATTORNEY, 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.

10.3 ATTORNEY shall maintain statistics showing the following data and information on each Guardianship Case to which counsel is appointed and submit a monthly report adhering to Exhibit B in Excel file format to the Public Safety Analyst for Indigent Contracts at the County Executive Office, within ten (10) days of the end of each month:

10.3.1 Name of minor represented

10.3.2 Case Number

10.3.3 Disposition, date of disposition, was there a contested hearing

10.3.4 Number of hours expended on case

10.3.5 Number of cases opened and closed on a monthly basis

10.3.6 The number of ability to pay hearings conducted per month with totals as to the number of cases where COUNTY is ordered to pay and the total number of cases where the parent, ward, or estate is ordered to pay.

10.3.7 The number of Probate Code section 1513(c) motions made by ATTORNEY.

10.3.8 A copy of the Court's Order or Minute Order pursuant to section 1470(c)(3) as to the Court's finding of ability to pay ATTORNEY's fees.

10.4 ATTORNEY shall maintain statistics showing the following data and information on each Conservatorship Case to which counsel is appointed and submit a monthly report adhering to Exhibit C in Excel file format to the Public Safety Analyst for Indigent Contracts at the County Executive Office, within ten (10) days of the end of each month:

10.4.1 Date of Appointment

10.4.2 Court Order Appointment Attached

- 10.4.3 Matter Number
- 10.4.4 Name of Party Represented
- 10.4.5 Court Case Number
- 10.4.6 Code Section Re-Appointment
- 10.4.7 Disposition/Hearing Dates
- 10.4.8 Number of Hours expended on case
- 10.4.9 Status of case (Open/Closed)
- 10.4.10 Ability to Pay
- 10.4.11 PC 1472 Order for Compensation

10.5 ATTORNEY 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. ATTORNEY shall utilize a standard electronic accounting system to input and maintain data and compile records.

10.6 ATTORNEY shall maintain receipts for all expense paid out of the trust account. The receipts shall delineate the minor's name, case, number, the provider, services provided, address of 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 ATTORNEY requesting payment for the Trust Account. The invoice and receipts are due no later than the 10th of the month following the month during which expenditures were made. ATTORNEY 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). ATTORNEY shall submit monthly detail of the trust fund disbursement by category; this is required even if the ATTORNEY is 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) in a format approved by the County.

10.7 ATTORNEY shall maintain statistics showing the following data and information on each Probate case assigned under this Agreement, which shall be submitted with the monthly invoice:

10.7.1 Name of party represented

10.7.2 Case Number

10.7.3 Code Section of each proceeding for which appointed

10.7.4 Disposition

10.7.5 The number of ability to pay hearings conducted per month with totals as to the number of cases where COUNTY is ordered to pay and the total number of cases where the person or conservator of the estate is ordered to pay.

10.7.6 A copy of the Court's Order on a Probate Code section 1472 hearing with the finding of the Court as to the estate's ability to pay all or a portion of the attorney's fees; or a copy of the Minute Order on a Probate Code section 1472 hearing with a finding of indigency.

10.8 ATTORNEY shall file monthly reports with the County Executive Office in a form agreed upon by the parties, including any or all of the above information and any other costs and/or information reasonably requested by the County Executive Office. ATTORNEY 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.

10.9 ATTORNEYS 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.

10.10 COUNTY may, at its discretion, audit or inspect ATTORNEYS' files, books, and/or financial records relating to the Agreement, at any reasonable times. ATTORNEYS shall be audited by an outside auditor a minimum of once every twelve 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 3900 Market St., Ste

215, Riverside, CA., or any other location that ATTORNEY 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.

11. 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 its 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 its 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 has 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.

12. 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 its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance 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.

12.1 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.

12.2 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.

12.3 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.

12.4 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. Policy shall name the COUNTY as Additional Insureds. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows. The ATTORNEYS shall provide proof of coverage to COUNTY within fifteen (15) days of execution of the Agreement.

12.5 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 has any COUNTY assets held in the Trust as defined herein. In the alternative, ATTORNEYS may obtain a Fidelity Bond acceptable to COUNTY.

12.6 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) The 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 agrees 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.

13. 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 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) The institution of disciplinary proceedings against any ATTORNEYS by the California State Bar;
- (g) The commencement of criminal prosecution of any ATTORNEYS in any Court anywhere;
- (h) Failure to observe the Rules of Professional Conduct, including Rule 3-310; or
- (i) Failure to comply with the provisions of section 3.3 herein.

14.1 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.

14. 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 the ATTORNEYS.

(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 *Christian 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.

15. 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. ATTORNEYS shall not accept in his or her private practice any case, which may cause a conflict of interest, which would preclude ATTORNEYS from providing representation to conservatees or minors 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.

16. 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.

17. 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.

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

19. 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.

20. 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.

21. 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, Conservatorship, or Guardianship Services.

22. 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.

23. 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.

24. 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, that there will be a need to provide for the existing caseload through its completion. Continuity of counsel is desired where there is an established attorney-client relationship. The parties thus agree that ATTORNEY has been paid for cost of handling the cases assigned hereunder and shall handle all cases assigned through completion of the case despite the termination or conclusion of this Agreement.

25. 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

And

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

ATTORNEYS:

Brown White & Osborn LLP
Attn: Jack B. Osborn
3900 Market St. Ste 215
Riverside, CA. 92501

26. 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.

27. 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.

28. 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.

29. 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.

[Signature Page Follows]

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

BROWN WHITE & OSBORN LLP, a California limited liability partnership

By: Chuck Washington
Chuck Washington
Chair, Board of Supervisors

By: Jack B. Osborn
Jack B. Osborn
Partner

Dated: 6/25/2024

Dated: 6/17/2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: Maomy Li
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 Brown White & Osborn, LLP 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 his or her 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 of the 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

BROWN WHITE & OSBORN MONTHLY GUARDIANSHIP REPORT

| BROWN WHITE & OSBORN MONTHLY GUARDIANSHIP REPORT | | | | | | | | | | | |
|---|---------------|----------------------|--------------------|----------------------------|--------------------------|--------------------------------|---------------|----------------------------|---------------------------|---------------------------|--|
| | | <u>MONTH:</u> | | | <u>YEAR</u> | | | | | | |
| <u>ATTORNEY'S FULL NAME:</u> | | | | | | | | | | | |
| | | | | | | Number of Monthly Cases | | ADDITIONAL HEARINGS | | | |
| # | Case # | Name of Minor | Disposition | Date of Disposition | Contested Hearing | Opened | Closed | Parent Ward Estate | Parent Ward Estate | Parent Ward Estate | Copy of Order(s) for Attorney's Fee |
| 1 | | | | | | | | | | | |
| 2 | | | | | | | | | | | |
| 3 | | | | | | | | | | | |
| 4 | | | | | | | | | | | |
| 5 | | | | | | | | | | | |
| 6 | | | | | | | | | | | |
| 7 | | | | | | | | | | | |

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

BROWN WHITE & OSBORN MONTHLY CONSERVATORSHIP REPORT

| | | <u>MONTH:</u> | | | <u>YEAR</u> | | | | | | |
|---|--------------|------------------------------|----------|---------------------------|----------------|--------------------------------|----------------------------|--------------------------------|--------------|----------------|--------------------------------|
| | | <u>ATTORNEY'S FULL NAME:</u> | | | | | | | | | |
| | | | | | | Number of Monthly Cases | | Ability to Pay Hearings | | | |
| # | Date of Appt | Court Order Appt Attached | Matter # | Name of Party Represented | Court Case No. | Code Sect Re- Appt | Disposition/ Hearing Dates | Handled/ Closed | Open/ to Pay | Ability to Pay | PC 1472 Order for Compensation |
| 1 | | | | | | | | | | | |
| 2 | | | | | | | | | | | |
| 3 | | | | | | | | | | | |
| 4 | | | | | | | | | | | |
| 5 | | | | | | | | | | | |
| 6 | | | | | | | | | | | |
| 7 | | | | | | | | | | | |

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 D

| BROWN WHITE & OSBORN TRUST ACCOUNT MONTHLY EXPENDITURES | | | | | | |
|--|--------|-----------------|------------------------|-------------------|--|--|
| | | 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: _____