

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



**ITEM: 3.6
(ID # 28705)**

MEETING DATE:
Tuesday, October 07, 2025

FROM : EXECUTIVE OFFICE

SUBJECT: EXECUTIVE OFFICE: Approve Amendment No. 1 to the Contract to Provide Legal Services for Indigent Defendants for Whom the Riverside County Law Office of the Public Defender Declares a Conflict of Interest or is Otherwise Unavailable with Blumenthal & Moore, A Professional Law Corporation, All Districts [Annual Cost \$100,000; Source of Funds – 100% Indigent Defense Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

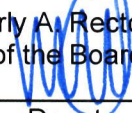
1. Approve Amendment No. 1 to the Contract to Provide Legal Services for Indigent Defendants for Whom the Riverside County Law Office of the Public Defender Declares a Conflict of Interest or is Otherwise Unavailable with Blumenthal & Moore, A Professional Law Corporation, to provide a one-time payment of \$100,000 due to the actual caseload of Franklin cases being significantly greater than contemplated at the time of bid and contract award, and authorize the Chair of the Board to sign the amendment 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 as to form by County Counsel to a) sign amendments that exercise the options of the agreement including modifications to the agreement that stay within the intent of the agreement, and b) sign amendments to the compensation provisions that do not exceed five percent (5%) of the annual maximum compensation amount annually in accordance with the terms of the agreement for three (3) additional one (1) year renewal periods between June 30, 2028 through June 30, 2031;
3. Authorize the Purchasing Agent to issue Purchase Orders to Blumenthal & Moore, A Professional Law Corporation, in an amount not to exceed the approved compensation amount for invoices received for goods/services rendered that are consistent with the agreement, as amended; and
4. Direct the Clerk of the Board to retain one (1) copy and return two (2) copies of the amendment to the Executive Office for distribution.

ACTION:Policy

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: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: October 7, 2025
xc: EO, Purchasing

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$100,000	\$0	\$100,000	\$0
NET COUNTY COST	\$100,000	\$0	\$100,000	\$0
SOURCE OF FUNDS: 100% Indigent Defense Budget			Budget Adjustment: No	
			For Fiscal Year: 25/26	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

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

On June 27, 2023, Minute Order 3.23, the Board of Supervisors approved the contract to provide legal services for indigent defendants for whom the Riverside County Law Office of the Public Defender declares a conflict of interest or is otherwise unavailable with Blumenthal & Moore, A Professional Law Corporation, that included payment for handling Franklin cases. Amendment No. 1 is to compensate the contractor for higher-than-expected Franklin cases than originally contemplated at the time of bid and contract award.

Impact on Residents and Businesses

There is no negative impact on citizens or business in the County. The Legal Indigent Defense Services Agreements will keep the County in compliance with legal requirements.

Additional Fiscal Information

Current projections show that the Indigent Defense Budget has sufficient funds to cover the cost of this amendment.

Contract History and Price Reasonableness

The County of Riverside Purchasing, on behalf of the Executive Office, issued a Request for Proposal (RFP) #EOARC-652 on December 20, 2022, soliciting proposals for Legal Indigent Defense Services. The Executive Office has deemed this amendment to be fair compensation for the unexpected and on-going increase in *Franklin* cases.

ATTACHMENTS

ATTACHMENT A: Amendment No. 1 to the Contract to Provide Legal Services for Indigent Defendants for Whom the Riverside County Law Office of the Public Defender Declares a Conflict of Interest or is Otherwise Unavailable with Blumenthal & Moore, A Professional Law Corporation

Stacy Orton
Stacy Orton, Assistant Director of Purchasing

9/24/2025

Michelle Paradise
Michelle Paradise, ACEO

9/25/2025

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel

9/24/2025

AMENDMENT NO. 1 TO THE CONTRACT TO PROVIDE LEGAL SERVICES FOR INDIGENT DEFENDANTS FOR WHOM THE RIVERSIDE COUNTY LAW OFFICE OF THE PUBLIC DEFENDER DECLARES A CONFLICT OF INTEREST OR IS OTHERWISE UNAVAILABLE BETWEEN COUNTY OF RIVERSIDE AND BLUMENTHAL & MOORE, A PROFESSIONAL LAW CORPORATION

Term of Performance:	July 1, 2023 through June 30, 2028
Effective Date of Amendment No. 1:	Upon Signature of Both Parties
Annual Maximum Contract Amount:	\$4,454,000
Contract ID:	EOARC-96149-001-06/28

This AMENDMENT NO. 1 TO THE CONTRACT TO PROVIDE LEGAL SERVICES FOR INDIGENT DEFENDANTS FOR WHOM THE RIVERSIDE COUNTY LAW OFFICE OF THE PUBLIC DEFENDER DECLARES A CONFLICT OF INTEREST OR IS OTHERWISE UNAVAILABLE BETWEEN COUNTY OF RIVERSIDE AND BLUMENTHAL & MOORE, A PROFESSIONAL LAW CORPORATION (hereinafter "Amendment No. 1") is made and entered into by and between the County of Riverside, a political subdivision of the State of California, (hereinafter "COUNTY") and Blumenthal & Moore, A Professional Law Corporation, a California corporation, (hereinafter "ATTORNEYS").

RECITALS

WHEREAS, COUNTY and ATTORNEYS entered into that certain Contract to Provide Legal Services for Indigent Defendants for Whom the Riverside County Law Office of the Public Defender Declares a Conflict of Interest or is Otherwise Unavailable, approved June 27, 2023, Agenda Item 3.23, and effective July 1, 2023, (hereinafter "Contract"); and

WHEREAS, Subsection 7.2 of Section 7. Compensation of the Contract provides if in ATTORNEYS estimation an extreme circumstance arises, ATTORNEYS may make a timely written request for additional compensation with complete justification from the COUNTY's Executive Office; and

WHEREAS, ATTORNEYS has made said request to the COUNTY's Executive Office due to ATTORNEYS actual caseload for *Franklin* cases being significantly greater throughout the term of performance than contemplated at the time of bid and contract award; and

WHEREAS, COUNTY's Executive Office agrees that is an extreme circumstance; and

WHEREAS, COUNTY and ATTORNEYS now desire to amend the Contract to provide ATTORNEYS with additional compensation for said extreme circumstance.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Compensation.** Subsection 7.3 is hereby added to Section 7. Compensation of the Contract to recognize the extreme circumstance of the actual caseload for *Franklin* cases being significantly greater than contemplated at the time of bid and contract award, as follows:

AMENDMENT NO. 1 TO THE CONTRACT TO PROVIDE LEGAL SERVICES FOR INDIGENT
DEFENDANTS FOR WHOM THE RIVERSIDE COUNTY LAW OFFICE OF THE PUBLIC
DEFENDER DECLARES A CONFLICT OF INTEREST OR IS OTHERWISE UNAVAILABLE
BETWEEN COUNTY OF RIVERSIDE AND BLUMENTHAL & MOORE, A PROFESSIONAL
LAW CORPORATION

“7.3 In recognition of the actual caseload for *Franklin* cases being significantly greater than contemplated at the time of bid and contract award, the ATTORNEYS will receive a one-time payment of one hundred thousand dollars (\$100,000).”

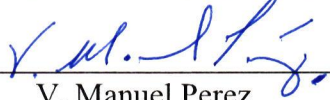
3. **Miscellaneous.** All other terms and conditions of the Contract not modified herein shall remain unchanged and in full force and effect.
4. **Effective Date.** This Amendment No. 1 shall be effective upon signature of this Amendment No. 1 by both parties.
5. **Counterparts; Electronic Signatures.** This Amendment No. 1 may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Amendment No. 1 agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment No. 1. The parties further agree that the electronic signatures of the parties included in this Amendment No. 1 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]

AMENDMENT NO. 1 TO THE CONTRACT TO PROVIDE LEGAL SERVICES FOR INDIGENT DEFENDANTS FOR WHOM THE RIVERSIDE COUNTY LAW OFFICE OF THE PUBLIC DEFENDER DECLARES A CONFLICT OF INTEREST OR IS OTHERWISE UNAVAILABLE BETWEEN COUNTY OF RIVERSIDE AND BLUMENTHAL & MOORE, A PROFESSIONAL LAW CORPORATION

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 1.

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

By: 
V. Manuel Perez
Chair, Board of Supervisors

Dated: OCT 07 2025

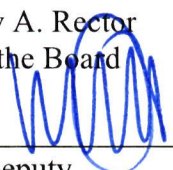
BLUMENTHAL & MOORE, A PROFESSIONAL LAW CORPORATION, a California Corporation

By: 
Virginia M. Blumenthal
CEO, Secretary & CFO

Dated: 09/17/2025

ATTEST:

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: *Danielle Maland*
Danielle Maland
Deputy County Counsel

OCT 07 2025 3.6









Amendment No. 1 Indigent Defense - Blumenthal & Moore

Final Audit Report

2025-09-18

Created:	2025-09-17
By:	Andrew Johnson (AndJohnson@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAahaSxKyLKW1zWdGuLjmNu6ZG3St_nmlgn

"Amendment No. 1 Indigent Defense - Blumenthal & Moore" History

-  Document created by Andrew Johnson (AndJohnson@RIVCO.ORG)
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-  Document emailed to Virginia M. Blumenthal (vblumenthal@blumenthallawoffices.com) for signature
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-  Email viewed by Virginia M. Blumenthal (vblumenthal@blumenthallawoffices.com)
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-  Document e-signed by Virginia M. Blumenthal (vblumenthal@blumenthallawoffices.com)
Signature Date: 2025-09-17 - 11:40:34 PM GMT - Time Source: server
-  Document emailed to Danielle Maland (dmand@rivco.org) for signature
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-  Email viewed by Danielle Maland (dmand@rivco.org)
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-  Document e-signed by Danielle Maland (dmand@rivco.org)
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