

March 4, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**INDIGENT DEFENSE REPRESENTATION AT WEST COVINA COURT
(FIFTH DISTRICT AFFECTED) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached contract amendment between the County of Los Angeles and the Citrus Alternate Defenders to provide \$534,928 in compensation for workload increases attributable to lawful unavailability by the Public Defender at the West Covina Court.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

To manage and limit unavailability on a Countywide level, the Public Defender strategically reassigns its deputy public defender staff from one court location to another to ensure the most efficient use of staff resources. During the period October 1, 2001 through September 30, 2002, the Public Defender was unable to provide coverage in two courtrooms at West Covina Court due to attorney attrition and the opening of a Proposition 36 Drug Court. As a result, the Public Defender declared unavailability on 1,996 new misdemeanor cases.

The contractor, Citrus Alternate Defenders, provided first tier representation on all cases in the two courtrooms during this period in which the Public Defender declared a conflict or other lawful unavailability. Citrus Alternate Defenders has requested compensation for the 1,996 cases. The attached contract amendment will compensate Citrus Alternate Defenders for the additional cases attributable to diminished Public Defender staffing at West Covina Court.

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Implementation of Strategic Plan Goals

This public/private partnership between the Citrus Alternate Defenders and the County of Los Angeles represents a cooperative venture and is consistent with the County's philosophy of collaboration and addresses Goal No. 3: Organizational Effectiveness.

FISCAL IMPACT/FINANCING

Under the Lockyer-Insenberg Trial Court Funding Act of 1997, the County of Los Angeles maintains responsibility for criminal indigent defense costs. Funding is available in the Trial Court Indigent Defense Operating Budget to cover this cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 15, 1998, the County entered into a contract with the Citrus Alternate Defenders to handle all Public Defender conflicts and other lawful unavailability at West Covina Court. The service level, as defined in the contract, includes all legal defense services typically provided by the Public Defender. Compensation was set at the flat contract price of \$145,000 for all misdemeanor and felony indigent defendants appointed to the contractor during the term of the contract through the completion of each case. The County's cost remains the same whether the workload goes up or down, unless diminished Public Defender staffing substantially increases caseload levels for the contractor. In such circumstances, the contract provides that if the contractor can demonstrate a material increase in workload as a result of diminished Public Defender staffing in the contracted court, additional compensation may be requested. The contract also provides all changes in compensation require Board of Supervisors' approval.

The Public Defender has since eliminated unavailability at West Covina Court and is staffing all courtrooms at this location. The Citrus Alternate Defenders have returned to providing second-tier representation behind the Public Defender. We do not anticipate unavailability to be an issue at West Covina Court during the 2002-2003 contract year.

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CONTRACTING PROCESS

This contract was approved by the Board of Supervisors on September 15, 1998 and has been renewed under the original terms and conditions each year. The attached Contract Amendment Number Two is amending Contract Number 71765.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed contract amendment will have no impact on current services.

CONCLUSION

Upon approval of this request by the Board of Supervisors, it is requested that the Executive Officer, Clerk of the Board return two fully executed copies of the contract to my office.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:DL
RMG:ljp

Attachments (1)

c: County Counsel
Public Defender
Superior Court
Citrus Alternate Defenders

indigent.bl

**Amendment Number Two - Contract Number 71765
For the Provision of Conflict Administrator Services at
West Covina (Citrus) Court**

Reference is made to the document entitled "Indigent Defense Representation at West Covina (Citrus) Court" dated September 15, 1998, agreement between the County of Los Angeles and the Citrus Alternate Defenders.

Whereas, Paragraph 2 of the attached original contract, Number of Defendants to be Represented provides that:

"CONTRACTOR'S members agree to provide the services described in Paragraph 1 for all defendants described therein. In the event the CONTRACTOR can demonstrate that there has been a material increase in workload as a result of diminished Public Defender staffing in the contracted court, CONTRACTOR may request negotiation of an amendment to address the workload increase under the provisions of Paragraph 23, Contract Modifications;" and

Whereas, Paragraph 23 of the attached original contract, Contract Modifications provides that:

"COUNTY'S Contract Manager may for good cause grant written modifications to the Agreement upon which written request of CONTRACTOR under the following circumstances: (A) if the County Counsel or designate certifies that the modification is a non-material change (all changes to compensation are deemed material and will require approval of the COUNTY'S Board of Supervisors); or (B) the Supervising Judge of the Criminal Department of the Superior Court, or the Presiding Judge of the Court for whom the services are provided certifies that the modification is Constitutionally or statutorily required; or (C) the modification is approved by the COUNTY'S Board of Supervisors. CONTRACTOR shall initiate no modification of this contract without such written approval;" and

Whereas the CONTRACTOR has demonstrated a material increase in workload as a result of diminished Public Defender staffing in two courtrooms at West Covina (Citrus) Court from October 1, 2001 through September 30, 2002 resulting in an additional 1,996 new cases assigned to the CONTRACTOR; and

Whereas, the COUNTY has offered and the CONTRACTOR has agreed to accept \$534,928 as compensation for providing legal representation on the 1,996 cases (\$268.00 per case), COUNTY and CONTRACTOR mutually agree to said modification.

Effective the day after Board of Supervisors approval, this Contract is amended to add the following:

3c. Compensation for Workload Increase.

CONTRACTOR shall be compensated for material increases in workload as a result of diminished Public Defender staffing in West Covina Court. During the period October 1, 2001 through September 30, 2002, the Public Defender ceased accepting new cases in two courtrooms at said court resulting in an additional 1,996 cases assigned to the CONTRACTOR. The COUNTY has offered and the CONTRACTOR has agreed to accept \$534,928 as compensation for providing legal representation on the 1,996 cases (\$268.00 per case).

All other terms and conditions of said Contract remain in effect.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this contract amendment to be subscribed by the Chairman of the Board of Supervisors and the seal of said Board to be hereto affixed and attested by the Executive Officer-Clerk thereof, and has caused this contract amendment to be subscribed in its behalf by its authorized officer(s), on the day, month, and year indicated.

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS, Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By: _____
Principal County Counsel

CONTRACTOR

John D. Tyre, Attorney at Law
Managing Attorney
Citrus Alternate Defenders