

ATTACHMENT D

**AMENDMENT NO. 5 TO THE
AGREEMENT FOR SERVICES FOR LEGAL REPRESENTATION OF ELIGIBLE INDIGENTS**



**County of Santa Barbara
BOARD OF SUPERVISORS**

Minute Order

July 16, 2019

Present: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

SUPERIOR COURT

File Reference No. 19-00630

RE: Approve, ratify, and authorize the Chair to execute Amendment No. 5 to the Agreement for Services for Legal Representation of Eligible Indigents with Criminal Defense Associates and lead attorneys Douglas R. Hayes and William Duval, and the Superior Court of California, County of Santa Barbara for the provision of conflict defense (alternate Public Defender) services in the South County Superior Courts for the period of July 1, 2019 through June 30, 2020.

A motion was made by Supervisor Hartmann, seconded by Supervisor Adam, that this matter be approved, ratified and authorized; Chair to execute. The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

AMENDMENT NO. 5 TO

AGREEMENT FOR SERVICES FOR LEGAL REPRESENTATION OF ELIGIBLE INDIGENTS

This Amendment No. 5 hereby amends and extends the Agreement for Services for Legal Representation of Eligible Indigents dated December 9, 2014 (Agreement) between Criminal Defense Associates and lead attorneys Douglas R. Hayes and William L. Duval Jr. referred to as "CONTRACTOR" and the Superior Court of California, County of Santa Barbara referred to as "COURT" and the County of Santa Barbara, hereinafter referred to as "COUNTY".

WHEREAS, CONTRACTOR has been serving as alternative counsel for accused indigents in the COURT (South County Divisions of the Superior Court, including Anacapa, Figueroa, and the Santa Barbara Juvenile Division) pursuant to Penal Code Section 987.2(a), in cases in which the COURT finds that, because of a legal conflict of interest or other failure to act, the Public Defender has properly refused to represent the person accused; and

WHEREAS, the Agreement expired on June 30, 2019; and

WHEREAS the parties wish to revive and extend the Agreement for an additional year up to and including June 30, 2020 at the same rate of annual compensation adjustments; and

WHEREAS, consistent with Exhibit B, Payment Arrangements, periodic Compensation, Section E., COUNTY shall pay CONTRACTOR the current monthly amount of \$73,423.91 plus the June Consumer Price Index (CPI) adjustment, not to exceed 2%, for the CONTRACTOR's services under this Agreement for fiscal year 2019-2020 (July 1, 2019 through June 30, 2020);

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereby amend the Agreement as described below.


1. Under fair and valuable consideration, the parties agree to revive and extend the term for an additional year for fiscal year 2019-2020, up to and including June 30, 2020.
2. In Exhibit B, Payment Arrangements, Periodic Compensation, Section A, add the following to the end of the paragraph: "For fiscal year 2019-2020, CONTRACTOR shall be paid \$73,423.91 monthly plus the CPI adjustment not to exceed a 2% increase."
3. In Exhibit B, Payment Arrangements, Periodic Compensation, Section E., add the Option FY 2019-2020 for \$881,086.92 plus CPI adjustment not to exceed 2%.
4. In Exhibit B, Payment Arrangements, Periodic Compensation, Section E., in the paragraph following compensation, replace the first two sentences with the following: "Increases in fiscal year 2019-2020 shall be based upon the annual increase in the California Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area for urban wage earners and clerical workers as published by the United States Department of Labor, but not to exceed two (2) percent in each fiscal year, nor to be less than zero percent, in each such fiscal year. The formula shall be implemented commencing in FY 2019-20 and for that year shall be based upon the June 2019 CPI Index applied to the FY 2018-19 payment amount."

This Amendment No. 5 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original. All other terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 to be effective on July 1, 2019.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

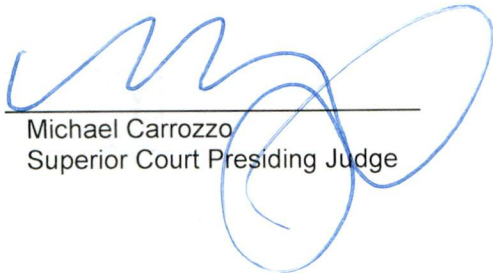
By: 
Deputy Clerk

COUNTY OF SANTA BARBARA

By: 
Chair, Board of Supervisors

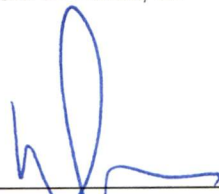
Date: 7-16-19

COURT

By: 
Michael Carrozzo
Superior Court Presiding Judge

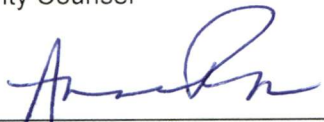
CONTRACTOR:


Criminal Defense Associates and Douglas R. Hayes and
William L. Duval, Jr.

By: 
Douglas R. Hayes
Lead Attorney

APPROVED AS TO FORM:


Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

By: 
William L. Duval, Jr.
Lead Attorney


APPROVED AS TO FORM:

Ray Aromatorio
Risk Manager

By: 
Risk Management

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA
County Auditor-Controller

By: 
Deputy