



**Clerk of the Board of Supervisors**  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

**BOARD OF SUPERVISORS AGENDA LETTER**

**Department Name:**

County Executive Office

**Department Number:**

012

**Agenda Date:**

June 23, 2026

**Placement:**

Administrative Agenda

**Estimated Time:**

N/A

**Continued Item:**

No

**If Yes, date from:**

N/A

**Vote Required:**

Majority

**TO:** Board of Supervisors

**FROM:** Department Director(s): Mona Miyasato, County Executive Officer

**CONTACT:** Rana Warren, Deputy County Executive Officer

**SUBJECT:** Extension of Agreement for Conflict Indigent Defense Services

DocuSigned by:  
*Mona Miyasato*  
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**Concurrences:**

**County Counsel Concurrence:**

As to form: Yes

**Auditor-Controller Concurrence:**

As to form: Yes

**Other Concurrence: Risk Management**

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors:

- a) Approve and authorize the Chair to execute the attached Third Amendment to Agreement for Services of Independent Contractor, Indigent Conflict Defense Counsel for Santa Barbara County, LLC for conflict indigent defense, to extend the term by one year to June 30, 2027 (36 months) and increase the total amount for FY 2026-27 by \$2,766,912, for a total not to exceed amount of \$8,036,232;

- b) Authorize the County Executive Officer or designee to approve subsequent immaterial changes to the Agreement including authorizing additional services, subject to review and concurrence by County Counsel, Risk Management, and Auditor-Controller. Immaterial changes can be made as long as the contract total not to exceed amount of the Agreement is not increased by more than \$50,000, and subject to the Board's ability to rescind this delegated authority at any time, and provided that in no event shall any such amendment extend the term of the Agreement; and
- c) Determine pursuant to California Environmental Quality Act (CEQA) Guidelines 15378(b)(5) that the above actions are not a project subject to CEQA review, because they are government administrative activities that will not result in direct or indirect physical changes to the environment.

**Summary Text:**

This item is before your Board to approve an extension of a professional services agreement with Indigent Conflict Defense Counsel for Santa Barbara County, LLC (Conflict Defense) for indigent conflict defense services. Conflict Defense provides defense of indigent clients when the Office of the Public Defender (Public Defender) declares a conflict of interest in a case with criminal allegations. The present agreement before your Board extends the term for one year through June 30, 2027 and increases the contract amount by 3% (\$80,592) for a total cost of \$2,766,912 for FY 2026-27, and a total contract maximum of \$8,036,232.

**Discussion:**

Conflict Defense will provide legal services in the defense of indigent clients charged with one or more misdemeanors, felonies, juvenile cases, drug cases, domestic violence cases, mental health court cases, sexually violent predator cases, LPS and probate conservatorship cases, child support contempt proceedings, and all other matters for which indigent counsel is appointed or required, in the courts located in Santa Barbara County, where the Public Defender has properly declared a conflict of interest or unavailability.

The County Executive Office seeks approval of an extension to the current agreement. This extension will be for one year, July 1, 2026, through June 30, 2027 and includes a compensation increase of 3% for Fiscal Year 2026-27. Beyond these adjustments to the term and compensation, the extension also makes minor modifications to certain contract terms for clarity and completeness. Specifically, the amendment updates the County Representative and memorializes the transition of Conflict Defense to the Public Defender's Case Management System, to allow for more accurate, timely, and comprehensive reports on Conflict Defense cases, improving oversight, performance tracking, and data-driven decision-making.

**Background:**

By law, counties are required to fund and provide defense counsel in certain criminal proceedings to individuals who are indigent. There are a variety of ways counties can meet these requirements including: through County departments such as the Office of the Public Defender; through contract public defenders in which a private sector law firm acts as a contractor to the County; and lastly, through assigned counsel, where cases are typically assigned directly by the Court and are paid on either a flat fee or hourly basis.

While the County of Santa Barbara relies on the Public Defender to provide these services, on occasion, the Public Defender must declare a conflict of interest, at which time the Superior Court Judge will assign an alternate attorney to represent the client. Historically, the Superior Court, on behalf of the County, has managed contracts for conflict indigent defense representation when the Public Defender declares a conflict of interest in a case with criminal allegations.

As the County is responsible for funding and providing representation, contracted conflict defense services are typically administered by the County and often through the County Executive Office. From 1983 through 2022, the Superior Court administered two contracts for services, one in north county and one in the south county. In April 2022, Superior Court management requested the administration of the contracts be transferred to the County.

On August 16, 2022, the Board of Supervisors approved the County Executive Office to issue a Request for Proposals for these services. The highest-ranking respondent was Indigent Conflict Defense Counsel for Santa Barbara County, LLC. The County entered an 18-month contract from January 1, 2023, through July 1, 2024, for a total contract amount not to exceed \$3,690,000. On July 1, 2024, the Board of supervisors approved a 24-month contract from July 1, 2024, through June 30, 2026, for a cost not to exceed \$5,269,320.

On November 26, 2024, the parties entered a First Amendment to the Agreement which made minor revisions to Exhibit A – Scope of Work and added Exhibit D-1 – Attorneys Requirement Form. On January 28, 2025, the parties entered a Second Amendment which revised Section 1 – Designated Representative, Section 2 – Notices of the Agreement, and Exhibit E – Monthly Reporting Requirements of the Agreement. The Third Amendment presently before your Board makes minor revisions to Section 1 – Designated Representative, Section 2 – Notices of the Agreement, Section 4 – Term, Exhibit A.11 – Scope of Work, and Exhibit B.A – Payment Arrangement.

### **Performance Measures:**

On a monthly basis, Conflict Defense is required to provide the following information for each case appointed during the previous month:

1. The name of the defendant represented.
2. The name of the attorney providing services in the case.
3. Case number(s).
4. Name of the Division (Criminal or Juvenile), in which charges were filed against the defendant.
5. Code section(s) under which the defendant is charged.
6. The name of each case which proceeds to trial or contested hearing, the name of the assigned attorney.
7. An accounting of funds expended for the utilization of interpreters, investigators, or expert witnesses when Conflict Defense is seeking additional funds for ancillary services.
8. Any such other information, not violative of the attorney-client privilege, which may be required.

The County Executive Office is working with the Public Defender's office to transition Conflict Defense to the Public Defender's case management system. Once the Public Defender's case management system is available, Conflict Defense will utilize Public Defender's case management

system in reviewing cases assigned to them, and in reporting on the data listed above. A firewall has been setup to prevent Conflict Defense from viewing Public Defender cases outside of its purview, and to prevent Public Defender from viewing Conflict Defense cases. The following information will be reported:

1. Attorney workload and efforts.
2. Brief explanation of whether the public defense system is a public defender (PD), an alternate public defender (APD), a private attorney program, or a combination of any of these systems.
3. Method and timing of case assignment.
4. Budget and expenditures on public defense for each PD, APD, or private attorney system.
5. Funded and filled public defense positions by type, including PD attorney positions, APD attorney positions, and the number of active private attorneys in private attorney programs.
6. The number of cases assigned to the public defense system, including each PD, APD, or private attorney system specifying the number of homicide, other felony, and misdemeanor cases in adult and juvenile court.
7. Description of the compensation model for each PD, APD, or private attorney program.

Conflict Defense is also required to meet with the County on a regular basis to discuss performance and any issues that arise.

Conflict defense has successfully met all performance outcomes established under the original Agreement.

**Contract Renewals:**

Conflict Defense is an existing vendor with whom the County has previously worked. On August 16, 2022, the Board of Supervisors approved the County Executive Office to issue a Request for Proposals for these services. Conflict Defense was the highest-ranking respondent. This contract poses a low risk to the County and includes an indemnification clause in the County’s favor for all claims arising out of the Agreement.

**Fiscal and Facilities Impacts:**

Budgeted: Yes

Funding for the proposed extension of the Conflict Defense agreement will come from the General Fund. Sufficient appropriations were included in the FY 2026-27 Recommended Budget.

**Fiscal Analysis:**

Funding Source	FY 2026-27	Total
General Fund	\$2,766,912	<b>\$2,766,912</b>
<b>Total</b>	<b>\$2,766,912</b>	<b>\$2,766,912</b>

The proposed extension with Conflict Defense will establish a fixed monthly rate of \$230,576 for all services provided in FY 2026-27, which is a 3% increase from the currently contracted monthly rate of \$223,860. The 12-month total of \$2,766,912 is included in the FY 2026-27 Recommended Budget. The fixed rate is inclusive of all expenses, costs, and travel. If significant unforeseen increases in caseload or legal responsibilities arise, resulting in justifiable extraordinary expenses, Conflict

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Defense may request additional compensation from the County; however, this provision is limited to extreme circumstances only.

**Special Instructions:**

Clerk of the Board to forward one fully executed original contract and minute order to: County Executive Office, ATTN: Rana Warren, Deputy County Executive Officer

**Attachments:**

**Attachment A** – Third Amendment to Agreement for Services of Independent Contractor Indigent Conflict Defense Counsel for Santa Barbara County, LLC (Signature Required)

**Attachment B** – Agreement for Services of Independent Contractor Indigent Conflict Defense Counsel for Santa Barbara County, LLC and Subsequent Amendments

**Contact Information:**

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Deputy County Executive Officer  
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