

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR (hereafter Agreement or Contract) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Indigent Conflict Defense Counsel for Santa Barbara County, LLC, with an address at 201 S. Miller Street, Ste. 106, Santa Maria, CA 93454 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein in EXHIBIT A.

WHEREAS, the COUNTY has determined that the services contemplated herein to be performed by CONTRACTOR are within their legal authority to grant and will provide competent legal representation to indigent persons financially unable to employ counsel; and

WHEREAS, CONTRACTOR is a Limited Liability Company (LLC), "Indigent Conflict Defense Counsel for Santa Barbara County, LLC", through its attorney subcontractors approved by County, to provide indigent representation to indigent adults and juveniles charged with crimes in Santa Barbara County in cases where the Public Defender has declared a conflict.

WHEREAS, it is in the public interest that the COUNTY contract with CONTRACTOR to render the usual and customary legal services where required by law to be provided to individuals, and in such circumstances where the Public Defender declares a legal conflict of interest; and

WHEREAS, CONTRACTOR is an association of independent attorneys who are qualified by reason of education, professional accreditation, experience, preparation, equipment, organization, staffing, geographic location, and facilities to provide the services contemplated by this Contract on behalf of the COUNTY; and

WHEREAS, the Board of Supervisors of COUNTY hereby finds that the requirements that CONTRACTOR and its attorneys have a majority of their practice in Santa Barbara County and that they maintain their principal office in Santa Barbara County, which is their address of record with the State Bar of California, rationally relate to legitimate and compelling government interests, including that they be accessible and available for meetings with their indigent defense clients and readily available for court hearings, and no less intrusive means could achieve those same results; and

WHEREAS, CONTRACTOR represents that its subcontractor attorneys are specially trained, skilled, experienced, and that all attorneys within this association have met the minimum standards as outlined in EXHIBIT D while maintaining good standing at all times within their professional licensing, and the Court, to perform the special services required by COUNTY; and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Reese Ellestad at phone number 805-568-3403 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Michael Scott at phone number 805-925-2717 or Michael Hanley at phone number 805-350-4139 are the authorized representatives for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:

Reese Ellestad
County Executive Office
105 E. Anapamu St., Ste. 406
Santa Barbara, CA 93101
Phone (805) 568-3404
rellestad@countyofsb.org

To CONTRACTOR:

Michael Scott
Indigent Conflict Defense Counsel for Santa Barbara
County, LLC
201 S. Miller Street, Ste. 106
Santa Maria, CA 93454
Phone (805) 925-2717
mjscottlaw@aol.com

OR

Michael Hanley
Indigent Conflict Defense Counsel for Santa Barbara
County, LLC
1035 Santa Barbara St. Ste 7
Santa Barbara, CA 93101
Phone (805) 350-4139
mhanleylaw@outlook.com

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY as described in EXHIBIT A and in accordance with the following forms:

- EXHIBIT E - Monthly Reporting Requirements,
- EXHIBIT F - Good Standing, to be provided on a quarterly basis starting in the first quarter of service,
- EXHIBIT G - Marsden Reporting, and
- EXHIBIT H - Compensation Detail - to be developed between COUNTY and CONTRACTOR within a reasonable amount of time and prior to commencement of Contract and attached hereto and incorporated herein by reference.

4. TERM

This Contract shall become effective for all cases assigned on or after January 1, 2023 and shall continue for all cases up to and including June 30, 2024, for a total term of eighteen months. This Contract may be extended at the same or different contract price for an additional agreed upon set of consecutive months upon the consent of all Contract parties.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net fifteen (15) days from presentation of invoice. COUNTY will request that the Court report any significant, recurring or sanctionable issues arising with any specific attorney to the COUNTY. COUNTY will also request that the Court, through their assigned representative, such as Presiding Judge, Assistant Presiding Judge, Criminal Supervising Judge and or, CEO of the Court participate in frequent evaluation and reporting for purposes of overall performance and compliance of CONTRACTOR. At any time during the Contract term, the Court may advise the COUNTY that it has made a determination of "no confidence" in CONTRACTOR and seek to initiate the process described in Section 19. Form to be developed (EXHIBIT H) between Court, County and Contractor within a reasonable period of time and prior to commencement of contract.

6. INDEPENDENT CONTRACTOR

- A. It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, employees, and subcontractors), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all

other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

- B. The parties agree that this Contract does not create the relationship of attorney and client nor employee and employer between CONTRACTOR and the COUNTY. CONTRACTOR is an independent contractor at all times.
- C. CONTRACTOR is, and shall at all times be, deemed independent and shall be wholly responsible for the manner in which it performs the service required by the terms of this Contract. CONTRACTOR exclusively assumes the responsibility for the acts of its subcontractors, associates, and employees relative to the services provided during the term and scope of their employment.
- D. CONTRACTOR represents that appointments, fees and profits will be distributed by the responsible lead attorney(s) in a manner that is fair, equitable and in accordance to services rendered as the bulk of all compensation is intended for attorneys in courtrooms representing Indigent Clients pursuant to this Agreement. This Agreement is not intended for compensation being paid in excessive amounts to "administrator" attorneys. See EXHIBIT B for Payment Arrangements and EXHIBITS E, F, and G for forms to be provided at the agreed upon times. All services will be provided in such a manner as to avoid any legal conflicts of interest between clients represented by the CONTRACTOR.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, legal staff and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a like manner to all professionals such as Public Defenders, Private Bar Criminal Defense Lawyers and others working within this category of legal practice. This includes equitable, quality and standards of practice equal to or above the qualifications included in this Agreement. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. QUALIFICATIONS OF ATTORNEYS

CONTRACTOR and its individual attorneys shall, at all times during the term of this Agreement, be in good standing with the State Bar of California. CONTRACTOR shall use their best professional efforts in performing these services, in conformance with all applicable laws, rules, and directives of the Court, and canons of ethics, and shall provide the services required with the level of care, skill, and expertise customarily exercised by licensed attorneys practicing criminal defense in the Central Coast and Southern California areas. Individual attorneys and any administrative, lead or fellow attorney within this association MUST notify the County immediately of any change of status in qualifications of themselves or anyone that they have knowledge that has changed status including but, not limited to discipline, sanctions, or change in licensing.

9. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

10. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

11. CONFLICT OF INTEREST

Private practice attorneys providing indigent defense services will be allowed to maintain a private law practice; however, no private case, criminal or otherwise, shall be knowingly accepted, nor work done therewith, which would cause a conflict of interest to arise with a case currently assigned under contract with the COUNTY. Additionally, individual attorneys associated with the appointed entity shall not allow their private practice to, in any way, inhibit their ability to fulfill the obligations to the COUNTY.

12. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

CONTRACTOR shall not use COUNTY's name, logo, or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of, or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or their projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least five (5) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if

this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as COUNTY desires.

18. NON-ASSIGNMENT

Except as described in this Agreement, CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. This includes adding on new attorneys without notice and qualifying information being sent to County for approval, allowing for attorneys to work outside the scope of qualifications see EXHIBIT D, and or failing to provide services per this contract forcing the Court to assign an additional attorney.

19. TERMINATION

- A. This Contract may be cancelled at any time following a recommendation by the approval of the Board of Supervisors, whether for COUNTY's convenience, for non-appropriation of funds, the Court's determination of "no confidence", or because of the failure of CONTRACTOR to fulfill the obligations herein, including but not limited, to failure to compensate attorneys with a fair compensation that are representing clients, failure to file monthly reports as contracted, failure to provide competent qualified attorneys to represent indigent clients in a professional manner and any other breach as outlined in this contract. Following Board approval to cancel, the COUNTY will provide the CONTRACTOR with sixty (60) days written notice of said cancellation.
 1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon sixty (60) days written notice under the approval of the Board of Supervisors.

2. **For Cause.** Notwithstanding Section 19, paragraph A above, failure of the CONTRACTOR to comply with the terms of this Contract and any reasonable directions by, or on behalf of the COUNTY, pursuant thereto, shall constitute a material breach of the contract by CONTRACTOR, and, in addition to any other remedy authorized by law, the COUNTY shall have the right to terminate the Contract immediately. Failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time. This Contract may be terminated, at the option of the COUNTY, upon the occurrence of any of the following:
 - i. Violation of any material provisions of the Contract;
 - ii. Institution of proceedings by, or against, CONTRACTOR pursuant to the bankruptcy laws of the United States;
 - iii. Discovery by the COUNTY that this Contract was obtained through fraud, by commission or omission;
 - iv. Suspension of business operations, failure or receivership of CONTRACTOR;
 - v. Assignment of the Contract without prior written approval;
 - vi. The institution of disciplinary proceedings against CONTRACTOR's attorneys or staff by the California State Bar;
 - vii. The commencement of criminal prosecution of CONTRACTOR's attorneys or staff;
 - viii. Cancellation or other discontinuance of malpractice insurance liability coverage;
 - ix. Disqualification of CONTRACTOR's attorneys or any of them from the practice of law.
 - x. Failure to pay attorneys that are assigned cases a fair and equitable wage.
 - xi. Failure to complete monthly accounting and forms by (date) day of each month.
 - xii. Failure to report change of status of licensing or good standing with Bar and or Court.
 - xiii. Failure to provide services at the standards required of attorneys representing criminal defense clients.
 - xiv. Allowing appointments to underqualified attorneys whether not approved attorneys or inexperienced for the type and level of criminal defense.
 - xv. Any fraud, misrepresentation or failure to provide necessary notice of wrongdoing.

3. **Vote of No Confidence.** In the event that the Superior Court determines it has "no confidence" in the contractor's performance and delivery of services during the term of this contract, or extension, CONTRACTOR shall be considered in default of its obligations under the contract. CONTRACTOR shall be notified of a determination of "no confidence" by the COUNTY and shall be provided a written statement of the deficiencies resulting in such vote. CONTRACTOR shall have a period of sixty (60) days to cure said deficiencies and comply with any plan of correction. CONTRACTOR shall meet with the COUNTY and Court after forty-five (45) days to review its progress in correcting the deficiencies. Notwithstanding anything else in this Agreement, if CONTRACTOR fails to cure the deficiencies within the correction period, then COUNTY may terminate this Agreement by providing thirty (30) days advance written notice under the approval of the Board of Supervisors.

4. **For Non-appropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or county governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior

notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

5. **By CONTRACTOR.** This Contract may be terminated by CONTRACTOR upon the service of sixty (60) days written notice to the COUNTY.
- B. Upon expiration or termination of this Agreement (by cancellation or otherwise), unless specifically relieved by the COUNTY from their representation of indigent defendant clients, if CONTRACTOR is required to complete representation of such clients, CONTRACTOR shall be compensated by COUNTY at the rate of pay customarily used by the Court to compensate counsel appointed to represent indigent defendants.
1. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entities, person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the EXHIBITS, the provisions of the EXHIBITS shall prevail over those in the numbered sections.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Indigent Conflict Defense Counsel for Santa Barbara County, LLC**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Shirley Dlabuena
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: Joan Ventre
Chair, Board of Supervisors

Date: 12-13-22

RECOMMENDED FOR APPROVAL:

County Executive Office

By: DocuSigned by:
M. Dignat
41846E5C725B460
Department Head

CONTRACTOR:

Indigent Conflict Defense Counsel for Santa Barbara County, LLC

By: DocuSigned by:
Michael Scott
79DDC6D495EE4BB
Michael Scott, Managing Member
DocuSigned by:
Michael Hanley
A070A0F2382F4A0
Michael Hanley, Managing Member

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: DocuSigned by:
Anne Rierson
67B28540196B426
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: DocuSigned by:
C. Schaffer
A39ED5DD74D04FB
Deputy

APPROVED AS TO FORM:

By: DocuSigned by:
Greg Milligan
0C249AC1E04247D
Risk Management

EXHIBIT A

SCOPE OF WORK

I. SERVICES TO BE PROVIDED BY CONTRACTOR

1. Contractor shall provide competent legal services in the defense of indigent clients charged with one or more misdemeanors (including appeals), felonies (including up to four capital), juvenile cases, drug cases, domestic violence cases, mental health court cases, sexually violent predator (SVP) cases, post judgment relief, re-sentencings under PC Section 1170, 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, in those cases in which the Public Defender has properly declared a conflict of interest, as assigned to Contractor by the Santa Barbara County Superior Court (hereafter "Court"). Contractor is not required to accept and/or prosecute post judgment writs and felony appeals. A charge of violating probation filed after the effective date of this contract, where the defendant on the case resulting in the grant of probation was defended by the Contractor or by conflict counsel previously contracted by the County, will be considered as a case falling within this contract.
2. Contractor agrees that he or she shall not accept appointments to matters for which he or she is not qualified. Contractor and all persons who perform services for or through Contractor shall exercise the care and judgment consistent with all applicable professional standards in the performance of the services required by this Agreement. In some cases, Contractor may not be available to represent a defendant in an assigned case because such representation would violate the Canons of Professional Ethics, and in such event, Contractor will notify the Court of the conflict and will request that the Court relieve the Contractor of the assignment in that case.
3. The parties recognize that the assignment of conflict indigent cases to attorneys is a matter entirely within the discretion of the Court. This Agreement is based on the understanding that the Court will endeavor to assign cases to those attorneys who have contracted with the County to provide conflict indigent defense services. Contractor agrees to accept conflict indigent defense assignments in the courts located in Santa Barbara County in return for compensation as provided herein, and agrees that this Agreement provides reasonable compensation in such cases.
4. Contractor and all of its subcontractors must perform all services in assigned cases according to the performance standards as set by the Judicial Council of California, the State Bar of California and American Bar Association Standards on Ethics, the State Bar of California Standards of Representation for Indigent Defense Services, the California Rules of Professional Conduct, and the California State Bar Act (Business & Professions Code sec's 6000, et seq.). Counsel's primary and most fundamental responsibility is to promote and protect the best interests of the client.
5. In providing the legal services required by this Agreement, Contractor will provide, at his or her own expense, all appropriate office and legal staff as necessary to provide competent legal services in the cases covered by this Agreement. This staff may consist of such attorneys, paralegals, investigators, and any and all administrative services, as are necessary to fully discharge in a professional manner all obligations herein assumed by Contractor. Contractor represents and warrants that at all times personnel shall be competent and that all services

rendered will be sufficient to meet all constitutional requirements relating to legal services. County expects that Contractor will provide the legal services required under this Agreement personally, and Contractor must appear personally at all mandatory appearances. Contractor may from time to time use other equally competent attorneys as temporary substitutes at non-mandatory appearances if acceptable to the Court.

6. In providing the legal services required by this Agreement, Contractor will bear the sole expense of all normal office costs, such as and including telephone, copy expenses, computerized legal research, in-state travel, malpractice and other insurance, etc. Contractor will be entitled to reimbursement from County for reasonable ancillary services such as the costs of experts, investigators, testing services, transcripts, etc.
7. CONTRACTOR shall complete all legal representation and support services for indigent persons if properly appointed to represent them, consistent with Section 27706(a) of the Government Code, but excluding post-trial appeals to the Appellate and Supreme courts. Contractor is not required to accept and/or prosecute post judgment writs and felony appeals. Such services shall include but not be limited to:
 - Misdemeanor complaints and misdemeanor appeals;
 - Felony complaints and indictments;
 - Juvenile delinquency petitions pursuant to Welfare & Institutions Code Sections 601 and 602;
 - Drug Court and Proposition 36 cases;
 - Domestic violence cases;
 - Mental Health Court cases;
 - Sexually Violent Predator (SVP) cases
 - LPS and Probate Conservatorship cases;
 - Petitions under Penal Code 1203.4;
 - Child Support contempt proceedings; and
 - All other matters for which indigent counsel is appointed or required
 - All necessary court appearances
 - Legal research
 - Extraordinary costs of investigative services (with access to Penal Code 987.9 funds which exceed \$10,000 if necessary)
 - Services of an interpreter which are required outside of court
 - Defense requested medical, psychiatric, laboratory, and other diagnostic services and fees for testimony of percipient and expert witnesses not statutorily mandated
 - Preparation and necessary appearances in pretrial or during trial writ proceedings
 - Drafting of motions, briefs and other necessary legal documents
 - Defense-required court reporter transcripts not statutorily mandated or approved by the Court
 - Assistance to indigent clients in filing notice of appeal and other legal documents pursuant to Section 1240.1 of the Penal Code
 - Provision of a second defense counsel pursuant to the California Supreme Court's ruling in Keenan vs. Superior Court (1982) 31 Cal.3d 424, if deemed necessary by CONTRACTOR and Court
8. CONTRACTOR shall render all professional legal services reasonably required from the time of appointment up to and including final adjudication or disposition in the Superior Court and, as necessary, filing notice of appeal, if any, post judgment relief, re-sentencings under section

1170 of the Penal Code, and other legal documents pursuant to Penal Code Section 1240.1 unless specifically relieved by the Court.

9. CONTRACTOR shall maintain all appropriate attorney case records in accordance with the rules of the State Bar of California and shall assure prompt inspection or transmission of copies of same upon order of the COUNTY to any successor CONTRACTOR, to the State Public Defender or private counsel on appeal, or to the person represented.
10. CONTRACTOR shall not be permitted to decline appointment as counsel in any case, except for legal conflict of interest, other legal grounds, or lack of indigence; and CONTRACTOR shall be required to represent more than one conflict defendant as counsel, not to exceed ten (10) such defendants, in any multiple defendant case. If CONTRACTOR does not have a legal conflict of interest in representing any of the above number of defendants in a given case and declines appointment, CONTRACTOR's monthly payment may be reduced accordingly if the Court has to appoint outside counsel.

II. STAFFING

1. CONTRACTOR shall maintain sufficient staff to fulfill the terms of this Contract; to provide daily representation as necessary; and to avoid unnecessary delays and continuances.
2. CONTRACTOR shall notify the COUNTY in writing of any proposed changes in attorney staffing, and the COUNTY'S approval (after consultation with the Court) of such attorney staffing and changes shall be obtained by CONTRACTOR prior to any work being performed by such staff.
3. CONTRACTOR shall provide the following information to the COUNTY concerning the proposed staffing under this Contract as it now exists and as it may change during the duration of the Contract:
 - a. Name(s) of the lead attorney(s) who will assume responsibility for execution of the Contract and the obligations of the Contract.
 - b. Name; experience; and qualifications, including any area(s) of specialization, of each attorney (who must be in good standing with the California State Bar), to be assigned and subcontracted under the Contract.

III. MONITORING/EVALUATION

1. For each month in which services are performed, CONTRACTOR shall email documentation, in an understandable format, which includes the following data for each case appointed during the previous month by the end of each following month:
 - a. The name of the defendant represented.
 - b. The name of the attorney providing services in the case.
 - c. Case number(s).
 - d. Name of the Division (Criminal or Juvenile), in which charges were filed against the defendant.
 - e. Code section(s) under which the defendant is charged.
 - f. The name of each case which proceeds to trial or contested hearing, the name of the assigned attorney.

- g. An accounting of funds expended for the utilization of interpreters, investigators, or expert witnesses when CONTRACTOR is seeking additional funds for ancillary services.
 - h. Any such other information, not violative of the attorney-client privilege, which may be required.

- 2. CONTRACTOR shall meet with the COUNTY on a regular basis to discuss the performance of CONTRACTOR and any issues that arise that may impact upon the administration of conflict defense cases. The COUNTY will be consulting with the Court regarding the performance of the CONTRACTOR.

- 3. COUNTY, through a representative of the County Executive Office and a representative of the Court shall confer on at least a quarterly basis to maintain oversight and evaluation of conflict indigent defense services. Such oversight shall include recommendations and related implementation review applicable to maintaining services in conformance with standards as set forth in this Contract, and generally acceptable practices by public defender programs in California.

- 4. COUNTY in consultation with the Court shall review and provide input concerning any changes to CONTRACTOR management staff.

- 5. At any time during the Contract term, the Court may advise COUNTY that a majority of its then current judicial members have conducted a vote of "no confidence" and seek to initiate the process described in Section 19. In such event, the COUNTY and Court shall meet to develop a statement of deficiencies and a plan of correction for CONTRACTOR. COUNTY shall cooperate with the Court in review and evaluation of the CONTRACTOR'S correction plan and in taking any further action required by the CONTRACTOR'S failure to satisfy said correction plan.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a fixed monthly amount of \$205,000, including cost reimbursements, not to exceed \$3,690,000 over the term of the Agreement.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Monthly CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 15 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. Payments shall be made according to the following procedures: On or about the last day of each month following the month of service, the CONTRACTOR shall submit all required monthly reporting as attached to this contract (EXHIBIT E) and an invoice to the County Executive Office requesting the fixed monthly amount of \$205,000. The CONTRACTOR shall include the Board Contract number on each invoice for payment and said invoice shall be completed in form and detail satisfactory to the COUNTY Auditor-Controller. Within fifteen (15) days after receipt by COUNTY of each monthly invoice, a COUNTY warrant shall be drawn in favor of the CONTRACTOR for the total amount of said monthly invoice and forwarded to CONTRACTOR. The COUNTY reserves the right to withhold all or part of payment for the final month of the Contract, until all cases assigned to the CONTRACTOR have been adjudicated or otherwise disposed of in the Superior Court. Once properly appointed, CONTRACTOR shall represent those indigent clients to final adjudication of the case in the Superior Court.
- F. Notwithstanding anything to the contrary herein, the COUNTY shall not be liable to pay CONTRACTOR any amount whatsoever, unless and until the Board of Supervisors budgets and appropriates funds therefore. Likewise, the CONTRACTOR shall not be required to perform any services whatsoever under this Contract, unless and until the Board of Supervisors budgets and appropriates funds therefore. COUNTY reserves the right to seek competitive bids or proposals for the provision of such conflict defense services in any fiscal year.
- G. To the extent that CONTRACTOR's constitutional and necessary level of legal representation and financial experience under the Contract may tend to justify additional payment, such necessary

services, in all but the most extreme circumstances, will be considered by the CONTRACTOR to be its *pro bono publico* contribution to the administration of justice. However, if in the CONTRACTOR's estimation an extreme circumstance arises, due to justifiable extraordinary expenses or significant unforeseen increases in caseload or legal responsibilities, CONTRACTOR may request additional compensation from the COUNTY. Extreme circumstances shall generally be limited to prolonged capital felony cases, extraordinary change of venue cases involving extreme expense, a mass arrest situation, multiple defendant cases where extraordinary investigation or other extraordinary costs are required such as for gang-related cases, or an unforeseen increase in the number of trials because of new laws. Any such request by CONTRACTOR must include a complete justification of actual or anticipated extra expenses and a complete itemization of requested extraordinary payment. A financial statement of CONTRACTOR's experience to date under this contract shall also accompany the request. The COUNTY shall be informed immediately by the Chief Executive Officer of the Court so that prior to payment COUNTY has the opportunity to inquire for clarifications or discussion. During any interim period of time, CONTRACTOR shall continue to provide services under the Contract unless CONTRACTOR terminates the contract as provided in Section 19, subsection 5 contained herein.

- H. CONTRACTOR shall be required to handle up to four (4) death penalty cases through disposition during the term of the Agreement. If the number of death penalty cases of this Contract is exceeded, CONTRACTOR shall not be required to accept appointment in such cases without additional compensation in accordance with established court policies. For purposes of this section, a death penalty case is defined as one in which the Court and the CONTRACTOR are notified by the District Attorney (or Attorney General), within a reasonable period of time following the filing of the Information, that the prosecution is seeking the punishment of death, as opposed to life without the possibility of parole. Should a dispute arise as to what constitutes a death penalty case, the parties agree to refer the dispute to the Court to be determined pursuant to the procedures outlined in paragraph G above.
- I. The CONTRACTOR shall not bear the additional cost of post-trial appeals to the Court of Appeal or to the Supreme Court. CONTRACTOR shall be responsible for the cost of assisting indigent clients in filing notices of appeal and other legal documents pursuant to Section 1240.1 of the Penal Code.
- J. CONTRACTOR shall maintain an adequate current accounting system in accordance with generally accepted accounting principles and standards. CONTRACTOR's accounting system shall separately reflect all expenditures and revenues under this Contract, and all expenditures shall be fully supported by invoices, and other documentation. Such records shall be available to the COUNTY for inspection on request for five (5) years after the expiration or termination of the Contract.
- K. CONTRACTOR shall maintain proper records to enable the COUNTY and Court to verify the separate types of costs of representing each category of indigent persons in Court proceedings, and shall make such records and/or copies thereof available to the for inspection and/or use in any proceedings to recover such costs from the State, such as Senate Bill 90 costs, Penal Code §987.9 costs, or from whomever may otherwise be obligated to reimburse the COUNTY.
- L. In any non-capital homicide case in which it is necessary for CONTRACTOR to incur costs for expert and investigation fees in excess of \$10,000, CONTRACTOR may petition the COUNTY and Court for additional compensation to cover such extraordinary costs above \$10,000. However, CONTRACTOR shall be required to cover the first \$10,000 of said expenses in any such case. CONTRACTOR shall provide to the COUNTY a detailed accounting, to include receipts and

supporting documentation of such expenses incurred. Additional funds granted by COUNTY shall be reimbursed to CONTRACTOR upon submittal and review of claims to the COUNTY with receipts and supporting documentation. The COUNTY in consultation with the Court, may grant or deny request for additional funds in whole or in part, based upon a declaration and motion by CONTRACTOR to the Court of the materiality and necessity of such expense(s).

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. (Commercial General Liability is not required if the contractor will not be on any County property. A waiver form is required).
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if CONTRACTOR provides written verification that it has no employees).*

4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain

the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT D

REQUIREMENTS FOR CASE TYPE ASSIGNMENTS TO CONFLICT ATTORNEYS

1. CLASS I ATTORNEYS (Misdemeanors)
 - a. MEMBER OF CALIFORNIA BAR
 - i. Has practiced criminal law for at least one (1) year
 - b. CRIMINAL LAW EXPERIENCE
 - i. Has handled at least twenty (20) misdemeanor cases, of which at least five (5) were tried to argument, verdict, or final judgment
 - ii. Has demonstrated proficiency in litigating evidentiary and non-evidentiary motions, including, but not limited to:
 1. Non-statutory motions to dismiss (speedy trial, prosecutorial misconduct, delay of prosecution)
 2. Motions to sever counts and/or defendants
 3. Motions to suppress statements (Miranda and voluntariness grounds)
 4. Motions to suppress evidence pursuant to P.C. 1538.5
 5. Discovery motions
 6. Motions attacking prior convictions
 7. Motions to exclude prior acts (Evidence C. 1101, 1108, 1109 issues)
 - iii. Has demonstrated proficiency in sentencing matters, including but not limited to litigation of prior convictions and custody credit issues
 - c. CONTINUING LEGAL EDUCATION REQUIREMENTS
 - i. At least 12 hours of MCLE in the past year
2. CLASS II ATTORNEYS (Felonies)
 - a. MEMBER OF CALIFORNIA BAR
 - i. Has practiced criminal law for at least five (5) years
 - b. CRIMINAL LAW EXPERIENCE
 - i. Has met all requirements for lower panel attorney classification listed above
 - ii. Has handled at least 8 Class II or higher classification matters or their equivalent as principal defense counsel, of which at least five (5) were tried to argument, verdict, or final judgment
 - iii. Has demonstrated proficiency in sentencing matters, including but not limited to litigation of prior convictions (including "strikes"), sentencing in sex cases and custody credit issues
 - c. CONTINUING LEGAL EDUCATION REQUIREMENTS

- i. 12 hours of MCLE in the past year including at least one course or seminar in forensics and pathology in the past year (participation at a day-long homicide seminar in the past year will satisfy this requirement)

3. CLASS III ATTORNEYS (Associate Counsel on Capital Case)

a. MEMBER OF CALIFORNIA BAR

- i. Has practiced criminal law for at least six (6) years

b. CRIMINAL LAW EXPERIENCE

- i. Has met all requirements for lower panel attorney classifications listed above
- ii. Has fully met the requirements of California Rule of Court 4.117 for Associate Counsel on a capital case
- iii. In addition to Class II requirements, has tried at least two (2) serious or violent felony jury trials as principal defense counsel, which were tried to argument, verdict, or final judgment (serving as second chair counsel or the equivalent experience on prior Class III cases will be considered in lieu of one or more Class II trials)

c. CONTINUING LEGAL EDUCATION REQUIREMENTS

- i. Twelve (12) hours of MCLE in the past year, AND has attended a death penalty college/workshop or CACJ/CPDA capital case seminar or equivalent within the 3 years preceding the application AND a day-long homicide seminar within the 12 months preceding the application

4. CLASS VI ATTORNEY REQUIREMENTS (Lead Counsel on Capital Case)

a. MEMBER OF CALIFORNIA BAR

- i. Has practiced criminal law for at least ten (10) years

b. CRIMINAL LAW EXPERIENCE

- i. Has met all requirements for the lower panel attorney classifications listed above
- ii. Has fully met the requirements of California Rule of Court 4.117
- iii. Has prior experience as lead counsel in either:
 1. At least 10 serious or violent felony jury trials, including at least 2 murder cases, tried to argument, verdict, or final judgment

OR

2. At least 5 serious or violent felony jury trials, including at least 3 murder cases, tried to argument, verdict, or final judgment

c. CONTINUING LEGAL EDUCATION REQUIREMENTS

- i. Twelve (12) hours of MCLE in the past year, AND has attended a death penalty college/workshop or CACJ/CPDA capital case seminar or equivalent within the 2 years preceding the application

d. ADDITIONAL REFERENCES

- i. A list of attorneys with whom the proposer has practiced law
- ii. A list of cases handled, including:
 1. Case number
 2. Name of defendant
 3. Charge
 4. Disposition
 5. Name of opposing counsel
 6. Name of judge
 7. Year case handled
- iii. At least four (4) letters of recommendation, at least two (2) of which are from judges who have presided over the proposer's capital jury trials

5. JUVENILE DELINQUENCY ATTORNEY REQUIREMENTS

a. MEMBER OF CALIFORNIA BAR

- i. Has practiced law for at least three (3) years
 - ii. Has handled Juvenile Court Matters (list cases by charges and approximate dates)
- OR
- iii. Served 2 years on the Juvenile Delinquency Panel OR
 - iv. Served one (1) year as a Public Defender in Juvenile Court

b. CONTINUING LEGAL EDUCATION

- i. Twelve (12) hours in the past year in relevant area
- ii. Completed six (6) hours of Juvenile Delinquency MCLE in past 12 months

6. ATTORNEY REQUIREMENTS IN OTHER CIVIL MATTERS

a. MEMBER OF CALIFORNIA BAR

- i. Has practiced law for at least three (3) years
- OR
- ii. Has handled ten (10) trials
- OR
- iii. Served one (1) year as a Public Defender or prosecutor

b. CONTINUING LEGAL EDUCATION

- i. Twelve (12) hours in the past year in relevant area

THE COUNTY MAY EXERCISE ITS DISCRETION AND IN UNUSUAL CIRCUMSTANCES MAY WAIVE OR MODIFY CERTAIN REQUIREMENTS IF IT APPEARS THE CONTRACTOR IS OTHERWISE QUALIFIED OR NOT QUALIFIED TO ACCEPT APPOINTMENTS IN THE SPECIFIC CASE CLASS UNDER CONSIDERATION.

EXHIBIT E – MONTHLY REPORTING REQUIREMENTS

Santa Barbara County

Criminal Cases – General

Monthly Reporting Date: _____

| Description | # | For County Use Only |
|--|---|---------------------|
| Misdemeanors (Open) | | |
| Misdemeanors (Closed) | | |
| Felonies (Open) | | |
| Felonies (Closed) | | |
| Motions Filed | | |
| Preliminary Hearings | | |
| Trials (Misdemeanor) | | |
| Trials (Felonies) | | |
| Trials (Others) | | |
| Witness Advisements | | |
| Juvenile (W&I 602) | | |
| Juvenile (W&I 777) | | |
| Misdemeanor Appeals | | |
| Penal Code 1368 Declarations | | |
| Contested Hearings | | |
| Other (including 117.26, 1170.01, contempt hearings, conservatorships, SVPs) | | |

I declare under penalty of perjury that the services claimed above were in accordance with the rules and regulations of Santa Barbara County.

Date: _____ **Representative:** _____

The staff of Santa Barbara County have verified that the above claimed services have been performed, as indicated by our staff members' signatures, and that the adjusted fee listed is correct and is properly due and payable by the County of Santa Barbara.

Date: _____ **Authorized Staff:** _____

Additional Comments:





EXHIBIT F – GOOD STANDING

COUNTY OF SANTA BARBARA

**INDIGENT DEFENSE COUNSEL
DECLARATION & AGREEMENT**

Name: _____

Principal Office Address: _____

Office Phone: _____

Office E-Mail: _____

State Bar No. _____

I declare under penalty of perjury under the laws of the State of California that the following is true and correct:

1. I am an active member in good standing of the State Bar of California. I have no record of discipline, including but not limited to probation, suspension, and disbarment; or failure to pay State Bar dues, within the preceding twelve (12) months.
2. I agree to abide by the Rules of Court; and all other rules of professional conduct as required by the California State Bar.
3. The majority of my practice is in Santa Barbara County and I maintain my principal office in Santa Barbara County or a contiguous county at the above address, which is my address of record with the State Bar of California.
4. The above office telephone number and email address is operative and I can be reached at that number during normal business hours by the Court and clients.

Dated: _____

Signature: _____



**EXHIBIT G
MARSDEN HEARING REPORT**

COUNTY OF SANTA BARBARA

**INDIGENT DEFENSE
COUNSEL MARSDEN AND
OR SANCTION HEARING
DECLARATION**

Name: _____

Office Address: _____

Office Phone: _____

Office E-Mail: _____

State Bar No. _____

I declare under penalty of perjury under the laws of the State of California that the following is true and correct:

In Santa Barbara Superior Court Case number _____
People v. _____, a Marsden Hearing was held
at defendant's request on _____ in dept. _____, and presided
over by Judge _____.

After hearing evidence from defendant and attorney, the court granted the
Marsden motion. The reasons the Court gave for granting:

___ Based on the Court's ruling, I am subject to a Sanction reportable to the State Bar.

Dated: _____

Signature: _____

FIRST AMENDMENT
TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
between
County of Santa Barbara
and
Indigent Conflict Defense Counsel for Santa Barbara County, LLC

This is the First Amendment (“First Amendment”) to Agreement For Services of Independent Contractor, BC 24017 (“Agreement”), by and between the County of Santa Barbara (“COUNTY”) and Indigent Conflict Defense Counsel for Santa Barbara County, LLC (“CONTRACTOR”), for indigent representation to indigent adults and juveniles charged with crimes in Santa Barbara County in cases where the Public Defender has declared a conflict.

WHEREAS, the Agreement is effective through June 30, 2026;

WHEREAS, COUNTY and CONTRACTOR desire to amend the scope of work at Exhibit A of the Agreement;

WHEREAS, COUNTY and CONTRACTOR desire to add Exhibit D-1 to the Agreement;

WHEREAS, the changes to Exhibit A do not include or require a change in the Agreement amount;
and

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the Agreement approved by the County of Santa Barbara on, June 4, 2024, BC 24017.

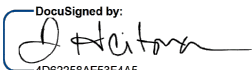
NOW, THEREFORE, the Agreement is amended as follows:

1. Paragraph 8 of EXHIBIT A “SCOPE OF WORK” is deleted and replaced in its entirety as follows:
“CONTRACTOR shall complete all legal representation and support services in child support contempt proceedings for indigent persons, but excluding post-trial appeals to the Appellate and Supreme Courts,” and replace it with, “CONTRACTOR shall complete all legal representation and support services in civil contempt proceedings for indigent persons, but excluding post-trial appeals to the Appellate and Supreme courts. CONTRACTOR is not required to represent indigent persons in Department of Child Support Services (DCSS) child support contempt proceedings unless the Public Defender has declared a conflict of interest.”
2. Paragraph II.2 of EXHIBIT A “SCOPE OF WORK” is amended to include the following:
“d. An application form signed by any attorney proposed to be added as staff in the form of Exhibit D-1, which may be modified from time to time as deemed necessary and appropriate by the COUNTY’s designated representative.”
3. Exhibit D-1, attached hereto and incorporated herein, is added to the Agreement.

- 4. Ratifications. The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and Exhibit(s). The terms and provisions of the Agreement, as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.
- 5. Counterparts. This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement for services of Independent Contractor between County of Santa Barbara and Indigent Conflict Defense Counsel for Santa Barbara County, LLC, to be effective on the date executed by COUNTY.

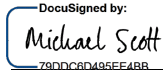
COUNTY OF SANTA BARBARA

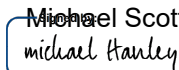
DocuSigned by:

4062268AF63F4A6...

Tanja Heitman,
Assistant County Executive Officer

CONTRACTOR:

Indigent Conflict Defense Counsel for
Santa Barbara County, LLC

DocuSigned by:

78DDCFD495FF4BB...

Michael Scott, Managing Member

8E88045704A0476...

Michael Hanley, Managing Member

APPLICATION FOR ASSIGNMENT/CASE TYPE TO CONFLICT PANEL

Attorney Name: _____ **Date of Application:** _____

Date Began Practicing Criminal Law: _____

Assignment/Case Types Applying For (check all that apply): Class I (Misdemeanors) ___; Class II (Felonies) ___; Class III (Associate Counsel on Capital Case) ___; Class IV (Lead Counsel on Capital Cases) ___; Juvenile Delinquency ___; LPS Matters ___; Other Civil Matters (please specify): _____

For Class II, III, and IV Attorneys, applicants must demonstrate that they meet the requirements of the lower classes, with the exception of Juvenile Delinquency, LPS Matters, and Other Civil Matters. Please ensure that all classes are filled out up to and including the requested level of assignment. In addition, Mandatory Continuing Legal Education requirements for each assignment/case type are identified at page 7 below.

| Attorney Type | Experience | Requirement | Qualified? | Describe how this criterion has been met. Provide sufficient detail to validate. |
|---|---|---|-------------------|---|
| Class I Attorneys (Misdemeanors) | <i>Member of California Bar</i> | Has practiced criminal law for at least one (1) year | | |
| | <i>Criminal Law Experience</i> | Has handled at least twenty (20) misdemeanor cases, of which at least five (5) were tried to argument, verdict, or final judgment | | |
| | <i>Has demonstrated proficiency in litigating evidentiary and non-evidentiary motions, including, but not limited to:</i> | Non-statutory motions to dismiss (speedy trial, prosecutorial misconduct, delay of prosecution) | | |
| | | Motions to sever counts and/or defendants | | |
| | | Motions to suppress statements (Miranda and voluntariness grounds) | | |
| | | Motions to suppress evidence pursuant to P.C. 1538.5 | | |
| | | Discovery motions | | |
| | | Motions attacking prior convictions | | |

| Attorney Type | Experience | Requirement | Qualified? | Describe how this criterion has been met. Provide sufficient detail to validate. |
|--|---------------------------------|---|-------------------|---|
| | | Motions to exclude prior acts (Evidence C. 1101, 1108, 1109 issues) | | |
| | | Has demonstrated proficiency in sentencing matters, including but not limited to litigation of prior convictions and custody credit issues | | |
| Class II Attorneys (Felonies) | <i>Member of California Bar</i> | Has practiced criminal law for at least five (5) years | | |
| | <i>Criminal Law Experience</i> | Has handled at least 8 Class II or higher classification matters or their equivalent as principal defense counsel, of which at least five (5) were tried to argument, verdict, or final judgment | | |
| | | Has demonstrated proficiency in sentencing matters, including but not limited to litigation of prior convictions (including "strikes"), sentencing in sex cases and custody credit issues | | |
| Class III Attorneys (Associate Counsel on Capital Case) | <i>Member of California Bar</i> | Has practiced criminal law for at least six (6) years | | |
| | <i>Criminal Law Experience</i> | Has fully met the requirements of California Rule of Court 4.117 for Associate Counsel on a capital case | | |
| | | In addition to Class II requirements, has tried at least at least two (2) serious or violent felony jury trials as principal defense counsel, which were tried to argument, verdict, or final judgment (serving as second chair counsel or the equivalent | | |

| Attorney Type | Experience | Requirement | Qualified? | Describe how this criterion has been met. Provide sufficient detail to validate. |
|---|---------------------------------|---|-------------------|---|
| | | experience on prior Class III cases will be considered in lieu of one or more Class II trials) | | |
| Class IV Attorneys (Lead Counsel on Capital Cases) | <i>Member of California Bar</i> | Has practiced criminal law for at least ten (10) years | | |
| | <i>Criminal Law Experience</i> | Has fully met the requirements of California Rule of Court 4.117 | | |
| | | Has prior experience as lead counsel in either: At least 10 serious or violent felony jury trials, including at least 2 murder cases, tried to argument, verdict, or final judgment | | |
| | OR | At least 5 serious or violent felony jury trials, including at least 3 murder cases, tried to argument, verdict, or final judgment | | |
| | <i>Additional References</i> | A list of attorneys with whom the proposer has practiced law | | (Please attach list) |
| | | A list of cases handled, including: 1. Case number 2. Name of defendant 3. Charge 4. Disposition 5. Name of opposing counsel 6. Name of judge 7. Year case handled | | (Please attach list) |
| | | At least four (4) letters of recommendation, at least two (2) of which are from judges who have presided over the proposer's capital jury trials | | (Please attach) |
| Juvenile Delinquency Attorneys | <i>Member of California Bar</i> | Has practiced law for at least three (3) years | | |

| Attorney Type | Experience | Requirement | Qualified? | Describe how this criterion has been met. Provide sufficient detail to validate. |
|---|---------------------------------|--|------------|--|
| | | Has handled Juvenile Court Matters (list cases by charges and approximate dates) | | |
| | OR | Served 2 years on the Juvenile Delinquency Panel OR | | |
| | | Served one (1) year as a Public Defender in Juvenile Court | | |
| Attorney Requirements in Other Civil Matters | <i>Member of California Bar</i> | Has practiced law for at least three (3) years | | |
| | OR | Has handled ten (10) trials | | |
| | OR | Served one (1) year as a Public Defender or prosecutor | | |

| Attorney Type | Experience | Requirement | Qualified? | Describe how this criterion has been met. Provide sufficient detail to validate. |
|--|--|---|------------|--|
| Attorney Requirements for LPS Matters | Except as provided in rule 7.1104(b), an attorney appointed to represent the interests of a conservatee, proposed conservatee, or person alleged to lack legal capacity must have met the qualifications in (a) or (b) and, in every calendar year after first availability for appointment, must meet the annual education requirements in (c). | (a) Experience-based qualifications - An attorney is qualified for appointment if, within the five years immediately preceding first availability for appointment, the attorney has personally represented a petitioner, an objector, a conservatee or proposed conservatee, or a person alleged to lack legal capacity or be gravely disabled in at least three separate proceedings under either division 4 of the Probate Code or the LPS Act, including at | | |

| Attorney Type | Experience | Requirement | Qualified? | Describe how this criterion has been met. Provide sufficient detail to validate. |
|---------------|------------|--|------------|--|
| | | least one contested matter or trial. | | |
| | | <p>(b) Alternative qualifications An attorney who does not yet meet the experience-based qualifications in (a) may, until the attorney has gained the necessary experience, qualify for appointment if the attorney meets the requirements in (1) or (2).</p> <p>(1) At the time of appointment, the attorney works for an attorney, a private law firm, a public defender's office, or a legal services organization (including the organization designated by the Governor as the state protection and advocacy agency, as defined in section 4900(i) of the Welfare and Institutions Code) approved by the court for appointment to represent conservatees, proposed conservatees, and persons alleged to lack legal capacity, and the attorney is supervised by or working in close professional consultation with a qualified attorney who has satisfied the experience requirements in (a); or</p> | | |

| Attorney Type | Experience | Requirement | Qualified? | Describe how this criterion has been met. Provide sufficient detail to validate. |
|---------------|------------|---|------------|--|
| | | (2) In the 12 months immediately before first availability for appointment, the attorney has completed at least three hours of professional education approved by the State Bar of California for Minimum Continuing Legal Education (MCLE) credit in the subjects listed in (d), and, at the time of appointment, the attorney is working in close professional consultation with a qualified attorney who has satisfied the experience requirements in (a). | | |

THE COUNTY MAY EXERCISE ITS DISCRETION AND IN UNUSUAL CIRCUMSTANCES MAY WAIVE OR MODIFY CERTAIN REQUIREMENTS IF IT APPEARS THE CONTRACTOR IS OTHERWISE QUALIFIED OR NOT QUALIFIED TO ACCEPT APPOINTMENTS IN THE SPECIFIC CASE CLASS UNDER CONSIDERATION.

For Continuing Legal Education requirements, please attach most recent applicable MCLE certificates to this application.

Continuing Legal Education Requirements per Attorney Class:

Class I Attorneys (Misdemeanors) - At least 12 hours of MCLE in the past year.

Class II Attorneys (Felonies) - 12 hours of MCLE in the past year including at least one course or seminar in forensics and pathology in the past year (participation at a day-long homicide seminar in the past year will satisfy this requirement).

Class III Attorneys (Associate Counsel on Capital Case) - Twelve (12) hours of MCLE in the past year, AND has attended a death penalty college/workshop or CACJ/CPDA capital case seminar or equivalent within the 3 years preceding the application AND a day-long homicide seminar within the 12 months preceding the application.

Class IV Attorneys (Lead Counsel on Capital Cases) - Twelve (12) hours of MCLE in the past year, AND has attended a death penalty college/workshop or CACJ/CPDA capital case seminar or equivalent within the 2 years preceding the application.

Juvenile Delinquency Attorneys - Twelve (12) hours in the past year in relevant area AND Completed six (6) hours of Juvenile Delinquency MCLE in past 12 months.

Attorney Requirements in Other Civil Matters - Twelve (12) hours in the past year in relevant area.

Attorney Requirements for LPS Matters – Each calendar year after first availability for appointment, an attorney appointed by the court to represent a conservatee, proposed conservatee, or person alleged to lack legal capacity must complete at least three hours of professional education approved by the State Bar for MCLE credit in the subjects listed in (d). The annual education in (1) must include at least one hour of instruction on less restrictive alternatives to conservatorship, as specified in (d)(4).

Additional Required Attachments:

- Attorney's Resume/CV
- All Applicable Insurances
- Errors & Omissions (E&O) Declaration
- Form F- Good Standing

Attorney Signature: _____ Date Signed: _____

FOR COURT USE ONLY

Attorney assignment(s) approved? Yes ___ No ___

Designated Court Personnel: _____

FOR COUNTY USE ONLY

Attorney assignment(s) approved? Yes ___ No ___

Designated County Personnel: _____

SECOND AMENDMENT
TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
between
County of Santa Barbara
and
Indigent Conflict Defense Counsel for Santa Barbara County, LLC

This is the Second Amendment (“Second Amendment”) to Agreement For Services of Independent Contractor, BC 24017 (“Agreement”), by and between the County of Santa Barbara (“COUNTY”) and Indigent Conflict Defense Counsel for Santa Barbara County, LLC (“CONTRACTOR”), for indigent representation to indigent adults and juveniles charged with crimes in Santa Barbara County in cases where the Public Defender has declared a conflict.

WHEREAS, the Agreement is effective through June 30, 2026;

WHEREAS, COUNTY and CONTRACTOR desire to amend Section 1 – Designated Representative and Section 2 – Notices of the Agreement;

WHEREAS, COUNTY and CONTRACTOR desire to amend Exhibit E – Monthly Reporting Requirements to the Agreement;

WHEREAS, the changes to Sections 1 and 2 and Exhibit E do not include or require a change in the Agreement amount; and

WHEREAS, this Second Amendment incorporates the terms and conditions set forth in the Agreement approved by the County of Santa Barbara on, June 4, 2024, BC 24017, as revised by the First Amendment to Agreement For Services of Independent Contractor on _November 26, 2024.

NOW, THEREFORE, the Agreement is amended as follows:

1. Section 1 – Designated Representative is revised to state:

“Shanna Dawson at email address sdawson@countyofsb.org is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Michael Scott at phone number 805-925-2717 or Meghan Behrens at phone number 805-770-5460 are the authorized representatives for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.”

2. Section 2 – Notices is revised to state:

“Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:
Tanja Heitman

County Executive Office
105 E. Anapamu St., Ste. 406
Santa Barbara, CA 93101
Phone (805) 568-3412
heitman@countyofsb.org

To CONTRACTOR:
Michael Scott
Indigent Conflict Defense Counsel for Santa Barbara County, LLC
201 S. Miller Street, Ste. 106
Santa Maria, CA 93454
Phone (805) 925-2717
mjscottlaw@aol.com

OR

Meghan Behrens
Indigent Conflict Defense Counsel for Santa Barbara County, LLC
c/o Law Office of Meghan Behrens
1035 Santa Barbara Street, Suite 2
Santa Barbara, CA 93101
(805) 770-5460
meghan@behrenslawsb.com

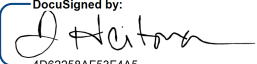
or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.”

3. Exhibit E – Monthly Reporting Requirements, attached hereto and incorporated herein, is revised to state as shown on Exhibit E.
4. Ratifications. The terms and provisions set forth in this Second Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and Exhibit(s). The terms and provisions of the Agreement, as expressly modified and superseded by this Second Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.
5. Counterparts. This Second Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement for services of Independent Contractor between County of Santa Barbara and Indigent Conflict Defense Counsel for Santa Barbara County, LLC, to be effective on the date executed by COUNTY.

Dated: 1/28/2025 | 1:34 PM PST

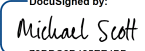
COUNTY OF SANTA BARBARA

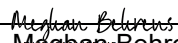
DocuSigned by:

4D62258AE53F4A5

Tanja Heitman,
Assistant County Executive Officer

CONTRACTOR:

Indigent Conflict Defense Counsel for
Santa Barbara County, LLC

DocuSigned by:

75D0C04332E485...

Michael Scott, Managing Member
Signed by:

45...

Meghan Behrens, Managing Member

EXHIBIT E – MONTHLY REPORTING REQUIREMENTS

Santa Barbara County
Criminal Cases – General
Monthly Reporting Date: Month, Year

| Description | # | For County Use Only |
|---|---|---------------------|
| Current Active Cases | | |
| Current Active Clients | | |
| Misdemeanors (Open) | | |
| Misdemeanors (Closed) | | |
| Felonies (Open) | | |
| Felonies (Closed) | | |
| Contempt (Open) | | |
| Contempt (Closed) | | |
| 187(a) | | |
| Cases with Life Exposure except 187(a)s | | |
| Juvenile (W&I 602) | | |
| Juvenile (W&I 777) | | |
| Motions Filed | | |
| Preliminary Hearings | | |
| Contested Hearings except for Preliminary Hearings (including contempt hearings) | | |
| Trials (Misdemeanor) | | |
| Trials (Felonies) | | |
| Trials (Others) | | |
| Trials (PC1368) | | |
| Witness Advisements | | |
| Misdemeanor Appeals | | |
| Resentencing | | |
| Diversion Requested (MTC, VTC, Judicial Diversion) | | |
| Diversion Granted (MTC, VTC, Judicial Diversion) | | |
| Other (including conservatorships and SVPs) | | |

I declare under penalty of perjury that the services claimed above were in accordance with the rules and regulations of Santa Barbara County.

Date:

Representative:

The staff of Santa Barbara County have verified that the above claimed services have been performed, as indicated by our staff members' signatures, and that the adjusted fee listed is correct and is properly due and payable by the County of Santa Barbara.

Date: _____

Authorized Staff: _____

Additional Comments:

