

AMENDMENT NO. 1 TO

MASTER CONTRACT FOR LEGAL REPRESENTATION OF ELIGIBLE INDIGENTS
(CONTRACT NO. BC-14-049)

This Amendment No. 1 hereby amends and extends the Master Contract for Legal Representation of Eligible Indigents dated July 10, 2012 (Contract) between *North County Defense Team* referred to as "Contractor" and the Superior Court of the State of California for the County of Santa Barbara (for the Santa Maria Divisions "Cook" and "Miller", including North County juvenile court; and the Lompoc and Solvang Divisions of the Court) and the County of Santa Barbara, hereinafter referred to as "County".

WHEREAS, Contractor has been serving as alternative counsel pursuant to Penal Code Section 987.2(a), in cases in which the Court finds that, because of a legal conflict of interest or other failure to act, the Public Defender has properly refused to represent the person accused; and

WHEREAS, the Contract expires on June 30, 2014, and the parties wish to continue the term of the Contract until September 30, 2014;

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

1. In Section III. Fiscal Management, subsection 1, after this existing language:

The County shall pay Contractor the following sum for the Contractor's services under this Contract for each of the following contract years (July 1 through June 30 fiscal years):

2012-13	\$860,976
2013-14	\$860,976

the following is added:

The County shall pay Contractor the following sum for the Contractor's services under this Contract for each of the following contract months (July 1 through September 30, 2014):

July	\$71,748.02
August	\$71,748.02
September	\$71,748.02

2. In Section IV. Monitoring/Evaluation, subsection 1, the following is added at the end:

For the time period from July 1, 2014 through September 30, 2014, Contractor shall continue to comply with the requirements in this subsection 1, and the documentation for September 2014 must be submitted in triplicate to the Superior Court Executive Officer by October 15, 2014, before the final monthly payment can be made to Contractor.

~~3. In Section VIII. Term and Conditions, subsection 1, June 30, 2014 is replaced with September 30, 2014.~~

This Amendment No. 1 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original. All other terms of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to be effective on the date executed by County.

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: *Diana Barber*
Deputy

COUNTY OF SANTA BARBARA

By: *Steve Lavagnino*
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: 7-8-14

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

By: *Arthur A. Garcia*
ARTHUR A. GARCIA
Superior Court Presiding Judge

CONTRACTOR:
NORTH COUNTY DEFENSE TEAM

By: *Michael J. Scott*
MICHAEL J. SCOTT
Lead Attorney

RECOMMENDED FOR APPROVAL:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER

By: *Diana Barber*

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: *Kate Roth*
Deputy

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: *Michael C. Ghizzoni*
Deputy County Counsel

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

By: *Marianne Rauer*