

# **ATTACHMENT D**

**AMENDMENT NO. 6 TO THE  
AGREEMENT FOR SERVICES FOR LEGAL REPRESENTATION OF ELIGIBLE INDIGENTS**



# County of Santa Barbara BOARD OF SUPERVISORS

## Minute Order

July 14, 2020

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

SUPERIOR COURT

File Reference No. 20-00525

**RE:** Approve, ratify, and authorize the Chair to execute Amendment No. 6 to the Agreement for Services for Legal Representation of Eligible Indigents with Criminal Defense Associates and lead attorney Douglas R. Hayes, and the Superior Court of California, County of Santa Barbara for the provision of conflict defense (alternate Public Defender) services in the South County Superior Courts for the period of July 1, 2020 through June 30, 2021.

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

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

**AMENDMENT NO. 6 TO**  
**AGREEMENT FOR SERVICES FOR LEGAL REPRESENTATION OF ELIGIBLE INDIGENTS**

This Amendment No. 6 hereby amends and extends the Agreement for Services for Legal Representation of Eligible Indigents dated December 9, 2014 (Agreement) between Criminal Defense Associates and lead attorney Douglas R. Hayes referred to as "CONTRACTOR" and the Superior Court of California, County of Santa Barbara referred to as "COURT" and the County of Santa Barbara, hereinafter referred to as "COUNTY".

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

WHEREAS, the Agreement expired on June 30, 2020; and

WHEREAS the parties wish to revive and extend the Agreement for an additional year up to and including June 30, 2021 at the same rate of annual compensation adjustments; and

WHEREAS, consistent with Exhibit B, Payment Arrangements, Periodic Compensation, Section E., COUNTY shall pay CONTRACTOR the current monthly amount of \$74,892.39 plus the June Consumer Price Index (CPI) adjustment, not to exceed 2%, for the CONTRACTOR's services under this Agreement for fiscal year 2020-2021 (July 1, 2020 through June 30, 2021);

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

1. In the first paragraph of this Agreement, replace 1114 State St., Suite 240, with 1035 Santa Barbara Street, Suite 8 as the address for the Criminal Defense Associates, and remove William Duval as a lead attorney.
2. In Section 2, Notices

William L. Duval, Jr. Criminal Defense Associates 1114 State St., Suite 240 Santa Barbara, CA 93101	Is replaced with	Douglas R. Hayes Criminal Defense Associates 1035 Santa Barbara Street, Suite 8 Santa Barbara, CA 93101
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3. Under fair and valuable consideration, the parties agree to revive and extend the term for an additional year for fiscal year 2020-2021, up to and including June 30, 2021.
4. In Exhibit B, Payment Arrangements, Periodic Compensation, Section A, add the following to the end of the paragraph: "For fiscal year 2020-2021, CONTRACTOR shall be paid \$74,892.39 monthly plus the CPI adjustment not to exceed a 2% increase."
5. In Exhibit B, Payment Arrangements, Periodic Compensation, Section E., add the Option FY 2020-2021 for \$898,708.68 plus CPI adjustment not to exceed 2%.

6. In Exhibit B, Payment Arrangements, Periodic Compensation, Section E., in the paragraph following compensation, replace the first two sentences with the following: "Increases in fiscal year 2020-2021 shall be based upon the annual increase in the California Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area for urban wage earners and clerical workers as published by the United States Department of Labor, but not to exceed two (2) percent in each fiscal year, nor to be less than zero percent, in each such fiscal year. The formula shall be implemented commencing in FY 2020-21 and for that year shall be based upon the June 2020 CPI Index applied to the FY 2019-20 payment amount."

This Amendment No. 6 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original. All other terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 6 to be effective on July 1, 2020.

**ATTEST:**  
Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA**

By: Shiko LaGuerra  
Deputy Clerk

By: [Signature]  
Chair, Board of Supervisors

Date: 7-14-20

**COURT**

**CONTRACTOR:**  
Criminal Defense Associates and Douglas R. Hayes

By: [Signature]  
Michael Carrozzo  
Superior Court Presiding Judge

By: [Signature]  
Douglas R. Hayes  
Lead Attorney

**AMENDMENT NO. 6 TO**

**AGREEMENT FOR SERVICES FOR LEGAL REPRESENTATION OF ELIGIBLE INDIGENTS  
between the Criminal Defense Associates and the Superior Court of California, County of  
Santa Barbara, and the County of Santa Barbara**


**APPROVED AS TO ACCOUNTING FORM:**

Betsy Schaffer, CPA  
County Auditor-Controller

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By:   
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Deputy

By:   
\_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO FORM:**

Ray Aromatorio  
Risk Manager

By:   
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Risk Management