

# **ATTACHMENT D**

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



**County of Santa Barbara**  
**BOARD OF SUPERVISORS**  
**Minute Order**

**August 13, 2019**

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

SUPERIOR COURT

File Reference No. 19-00680

**RE:** Approve, ratify, and authorize the Chair to execute Amendment No. 5 to the Agreement for Services for Legal Representation of Eligible Indigents with the North County Defense Team and lead attorney Michael J. Scott, and the Superior Court of California, County of Santa Barbara, for the provision of conflict defense (alternate Public Defender) services in the North County Superior Courts for the period of July 1, 2019 through June 30, 2020.

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

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

## AMENDMENT NO. 5 TO

### AGREEMENT FOR SERVICES FOR LEGAL REPRESENTATION OF ELIGIBLE INDIGENTS

This Amendment No. 5 hereby amends and extends the Agreement for Services for Legal Representation of Eligible Indigents dated December 9, 2014 (Agreement) between the North County Defense Team and lead attorney Michael J. Scott 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 (Santa Maria Divisions "Cook" and "Miller", including the North County Juvenile Court and the Lompoc and Solvang Divisions of the COURT) pursuant to Penal Code Section 987.2(a), in cases in which the COURT finds that, because of a legal conflict of interest or other failure to act, the Public Defender has properly refused to represent the person accused; and

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

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

WHEREAS, according to Exhibit B, Payment Arrangements, Periodic Compensation, Section E., COUNTY paid \$84,816.36 monthly for the CONTRACTOR's services under option period of January 1, 2019 through June 30, 2019; and

WHEREAS, consistent with Exhibit B, Payment Arrangements, Periodic Compensation, Section E., COUNTY shall pay CONTRACTOR the current monthly amount of \$84,816.36 plus the June Consumer Price Index (CPI) adjustment, not to exceed 2%, for the CONTRACTOR's services under this Agreement for fiscal year 2019-2020 (July 1, 2019 through June 30, 2020);

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

1. Under fair and reasonable consideration, the parties agree to revive and extend the term for as additional year for fiscal year 2019-2020, up to and including June 30, 2020.
2. In Exhibit B, Payment Arrangements, Periodic Compensation, Section A, add the following to the end of the paragraph: "For fiscal year 2019-2020 CONTRACTOR shall be paid \$84,816.36 monthly plus the CPI adjustment not to exceed a 2% increase."
3. In Exhibit B, Payment Arrangements, Periodic Compensation, Section E., add the Option FY 2019-2020 for \$84,816.36 monthly plus CPI adjustment not to exceed 2%.
4. In Exhibit B, Payment Arrangements, Periodic Compensation, Section E., in the paragraph following compensation, after the sentence reading "For the Option January 1, 2019 – June 30, 2019, the formula shall be based upon the June 2018 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 and applied to the Option FY 2018-19 payment amount for July 1, 2018 to December 31, 2018.", the following is added: "The increase in fiscal year 2019-2020 shall be based upon the annual increase in the California Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area for urban wage earners and clerical workers as published by the United States Department of Labor, but not to exceed two (2) percent, nor to be less than zero percent. The formula for FY 2019-20 shall be


based upon the June 2019 CPI Index applied to the Option January 1, 2019 – June 30, 2019 monthly payment amount.

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


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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board


By:   
Deputy Clerk

**COUNTY OF SANTA BARBARA**

By:   
Chair, Board of Supervisors

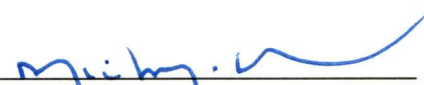
Date: 8-13-19

**COURT**

By:   
Michael Carrozzo  
Superior Court Presiding Judge


**CONTRACTOR:**

North County Defense Team and  
Michael J. Scott

By:   
Michael J. Scott  
Lead Attorney

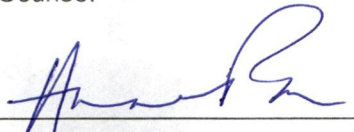
**APPROVED AS TO ACCOUNTING FORM:**

Betsy Schaffer, CPA  
County Auditor-Controller

By:   
Deputy

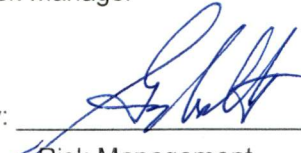
**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By:   
Deputy County Counsel

**APPROVED AS TO FORM:**

Ray Aromatorio  
Risk Manager

By:   
Risk Management