

ATTACHMENT A

**AMENDMENT NO. 8 TO THE
AGREEMENT FOR SERVICES FOR LEGAL REPRESENTATION OF ELIGIBLE INDIGENTS**

AMENDMENT NO. 8 TO
AGREEMENT FOR SERVICES FOR LEGAL REPRESENTATION OF ELIGIBLE INDIGENTS

This Amendment No. 8 hereby revives, amends and extends the Agreement for Services for Legal Representation of Eligible Indigents dated December 9, 2014 (Agreement) between Justice Defenders, a Professional Corporation, dba North County Defense Team with 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, 2022; and

WHEREAS the parties wish to revive and extend the Agreement up to and including December 31, 2022 at the same rate of compensation adjustments; and

WHEREAS, consistent with Exhibit B, Payment Arrangements, Periodic Compensation, Section E., COUNTY shall pay CONTRACTOR the current monthly amount of \$89,390.10 plus the June Consumer Price Index (CPI) adjustment, not to exceed 2%, for the CONTRACTOR's services under this Agreement for the six-month term (July 1, 2022 through December 31, 2022);

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

1. Under fair and reasonable consideration, the parties agree to extend the term for an additional six (6) months in fiscal year 2022-2023, up to and including December 31, 2022.
2. In Exhibit B, Payment Arrangements, Periodic Compensation, Section A, add the following to the end of the paragraph: "For the first six (6) months of fiscal year 2022-2023 CONTRACTOR shall be paid \$89,390.10 monthly plus the CPI adjustment not to exceed a 2% increase."
4. In Exhibit B, Payment Arrangements, Periodic Compensation, Section E., add the Option First 6 months of FY 2022-2023 for \$89,390.10 monthly plus CPI adjustment not to exceed 2%.
5. In Exhibit B, Payment Arrangements, Periodic Compensation, Section E., in the paragraph following compensation, after the sentence reading "The formula for FY 2021-22 shall be based upon the June 2021 CPI applied to the FY 2020-21 payment amount.", the following is added: "The increase for the first six (6) months of fiscal year 2022-2023 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 the first six months of FY 2022-23 shall be based upon the June 2022 CPI applied to the monthly FY 21-22 payment amount."

This Amendment No. 8 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. 8 to be effective on July 1, 2022.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

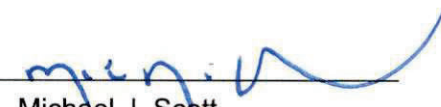
Date: _____

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SANTA BARBARA**

By:  _____
Gustavo Lavayen
Superior Court Presiding Judge

CONTRACTOR:

Justice Defenders, a Professional Corporation, dba
North County Defense Team, and lead attorney
Michael J. Scott

By:  _____
Michael J. Scott
Lead Attorney

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA
County Auditor-Controller

DocuSigned by:

By: _____
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

DocuSigned by:

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

DocuSigned by:

By: _____
Risk Management