

**THIRD 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 Third Amendment (“Third 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 COUNTY and CONTRACTOR entered the Agreement on July 1, 2024;

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

**WHEREAS**, the contract maximum of the original Agreement was not to exceed \$5,269,320;

**WHEREAS**, on November 26, 2024 the COUNTY and CONTRACTOR entered a First Amendment to the Agreement which made minor revisions to Exhibit A – Scope of Work and added Exhibit D-1 – Attorneys Requirement Form, to the Agreement;

**WHEREAS**, on January 28, 2025 the COUNTY and CONTRACTOR entered a Second Amendment to the Agreement which amended Section 1 – Designated Representative and Section 2 – Notices of the Agreement;

**WHEREAS**, the Second Amendment also amended Exhibit E – Monthly Reporting Requirements of the Agreement;

**WHEREAS**, COUNTY and CONTRACTOR now desire to enter a Third Amendment to amend the following portions of the Agreement:

- Section 1 – Designated Representative;
- Section 2 – Notices of the Agreement;
- Section 4 – Term;
- Exhibit A.11 – Scope of Work; and
- Exhibit B.A – Payment Arrangement;

**NOW, THEREFORE**, the Agreement is amended as follows:

**1.** Section 1 – Designated Representative is amended as follows:

“~~Shanna Dawson~~ Rana Warren at email address ~~[sdawson@countyofsb.org](mailto:sdawson@countyofsb.org)~~ [rwarren@countyofsb.org](mailto:rwarren@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 amended as follows:

“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](mailto:heitman@countyofsb.org)

~~OR~~ AND

Rana Warren  
County Executive Office  
105 E. Anapamu St., Ste. 406  
Santa Barbara, CA 93101  
Phone (805) 568-3412  
[rwarren@countyofsb.org](mailto:rwarren@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](mailto: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](mailto: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. Section 4 – Term is amended as follows:**

This Contract shall become effective for all cases assigned on or after July 1, 2024 and shall continue for all cases up to and including ~~June 30, 2026~~ June 30, 2027, for a total term of ~~twenty-four months~~ thirty-six 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.

**4. Exhibit A.11 – Scope of Work is amended as follows:**

CONTRACTOR shall work with the County and Public Defender's office on ~~a feasibility analysis towards the goal of~~ transitioning to Public Defender's case management system. ~~As available,~~ Once the Public Defender's case management system is available to CONTRACTOR, CONTRACTOR shall utilize Public Defender's case management

system in ~~reviewing~~ managing all new and active cases assigned to them. CONTRACTOR will certify that all information entered into the case management system is accurate to ensure the COUNTY has the ability to review data in the system. A firewall ~~shall be~~ has been setup to prevent CONTRACTOR from viewing Public Defender cases outside of its purview, and prevent Public Defender from viewing CONTRACTOR cases. The Public Defender's office shall provide training to CONTRACTOR regarding the operation and use of the case management system, with the intent that the system will be placed into active use beginning July 2026. CONTRACTOR shall coordinate with the County's Information Technology Division (ITD) and the Public Defender's Information Technology Division (ITD) to obtain, configure, and implement all necessary technical resources required for successful deployment and operation of the case management system. COUNTY shall coordinate and oversee all meetings and collaborative activities between the Public Defender's Office, the Information Technology Division (ITD), and the CONTRACTOR to ensure alignment of project tasks and timely progress.

5. Exhibit B.A – Payment Arrangements is amended as follows:  
For CONTRACTOR's services to be rendered under this Agreement, CONTRACTOR shall be paid as follows: for the period between July 1, 2024 through June 30, 2025, a fixed monthly amount of \$215,250, including cost reimbursements; for the period between July 1, 2025 through June 30, 2026, a fixed monthly amount of \$223,860, including cost reimbursements; for the period between July 1, 2026, through June 30, 2027 a fixed monthly amount of \$230,576, including cost reimbursements. The Contract maximum shall not exceed ~~\$5,269,320~~ \$8,036,232 over the ~~twenty-four month~~ thirty-six-month term of the Agreement.
6. Ratifications. The terms and provisions set forth in this Third 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 Third 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.
7. Counterparts. This Third Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

**SPACE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have executed this Third 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.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

County Executive Office

**CONTRACTOR:**


Indigent Conflict Defense Counsel for Santa Barbara County, LLC

By:  \_\_\_\_\_  
Assistant CEO

By:  \_\_\_\_\_  
Authorized Representative

Name: Meghan Behrens

Title: Managing Partner

By:  \_\_\_\_\_  
Authorized Representative

Name: Michael Scott

Title: Managing Partner

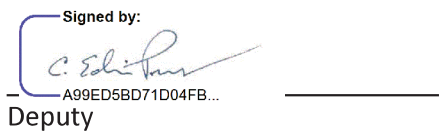
**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

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

By:  \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By:  \_\_\_\_\_  
Risk Management