

ATTACHMENT D

**AMENDMENT NO. 4 TO THE
AGREEMENT FOR SERVICES FOR LEGAL REPRESENTATION OF ELIGIBLE INDIGENTS**



County of Santa Barbara BOARD OF SUPERVISORS

Minute Order

January 29, 2019

RE: Approve, ratify, and authorize the Chair to execute Amendment No. 4 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 January 1, 2019 through June 30, 2019.

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

AMENDMENT NO. 4 TO

AGREEMENT FOR SERVICES FOR LEGAL REPRESENTATION OF ELIGIBLE INDIGENTS

This Amendment No. 4 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 expires on December 31, 2018; and

WHEREAS the parties wish to extend the Agreement up to and including June 30, 2019 at the same rate of compensation adjustments; and

WHEREAS, according to Exhibit B, Payment Arrangements, Periodic Compensation, Section E., COUNTY currently pays \$83,153.29 monthly for the CONTRACTOR's services under Option FY 2018-19, up to and including December 31, 2018; and

WHEREAS, consistent with Exhibit B, Payment Arrangements, Periodic Compensation, Section E., COUNTY shall pay CONTRACTOR the current monthly amount of \$83,153.29 plus a 2% Consumer Price Index (CPI) adjustment, for the CONTRACTOR's services under this Agreement for January 1, 2019 through June 30, 2019.

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 extend the term for six (6) additional months during fiscal year 2018-2019, up to and including June 30, 2019, unless earlier terminated.
2. In Exhibit B, Payment Arrangements, Periodic Compensation, Section A, add the following to the end of the paragraph: "For the period of January 1, 2019 through June 30, 2019, CONTRACTOR shall be paid \$84,816.36 monthly."
3. In Exhibit B, Payment Arrangements, Periodic Compensation, Section E., add the Option January 1, 2019 - June 30, 2019 for \$84,816.36 monthly.
4. In Exhibit B, Payment Arrangements, Periodic Compensation, Section E., in the paragraph following the compensation, replace the first two sentences with the following: "Increases in fiscal years 2016-17, and 2017-18 shall be based upon the annual increase in the California Consumer Price Index (CPI) for the Los Angeles-Anaheim-Riverside 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 2016-17 and for that year shall be based upon the June 2016 CPI Index applied to the FY 2015-16 payment amount. For FY 2017-18, the formula shall be based upon the June 2017 CPI Index applied to the FY 2016-17 payment amount. There shall be no increase for the time

period from July 1, 2018 to December 31, 2018. 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.

This Amendment No. 4 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. 4 to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA

By: 
Chair, Board of Supervisors


Date: 1-29-19

COURT

By: 
Michael Carrozzo
Superior Court Presiding Judge

CONTRACTOR:

North County Defense Team and
Michael J. Scott

By: 
Michael J. Scott
Lead Attorney

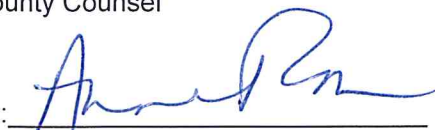
APPROVED AS TO ACCOUNTING FORM:

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