



**BOARD OF SUPERVISORS
AGENDA LETTER**

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: CEO
Department No.: 012
For Agenda Of: June 4, 2024
Placement: Administrative
Estimated Time: NA
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Department Director(s) Contact Info: Mona Miyasato, County Executive Officer
Tanja Heitman, Assistant CEO

DocuSigned by:

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SUBJECT: Agreement for Services of Independent Contractor with Indigent Conflict Defense Counsel for Santa Barbara County, LLC for Conflict Indigent Defense Services

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- a) Approve and authorize the Chair to execute the attached Agreement for Services of Independent Contractor with Indigent Conflict Defense Counsel for Santa Barbara County, LLC (Contractor) for conflict indigent defense services for the period of July 1, 2024 to June 30, 2026 (24 months), with a fixed monthly amount of \$215,250 for the period between July 1, 2024 through June 30, 2025, and a fixed monthly amount of \$223,860 for the period between July 1, 2025 through June 30, 2026, for a contract total not to exceed \$5,269,320 over the twenty-four-month term of the Agreement;
- b) Authorize the County Executive Officer or designee to approve subsequent immaterial changes to the Agreement including authorizing additional services, subject to review and concurrence by County Counsel, Risk Management, and Auditor-Controller. Immaterial changes can be made as long as the contract total not-to-exceed amount of the Agreement is not increased by more than \$50,000, and subject to the Board’s ability to rescind this delegated authority at any time, and provided that in no event shall any such amendment extend the term of the Agreement; and
- c) Determine pursuant to California Environmental Quality Act (CEQA) Guidelines 15378(b)(5) that the above actions are not a project subject to CEQA review, because they are government

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administrative activities that will not result in direct or indirect physical changes to the environment.

Summary Text:

This item is before your Board to approve a professional services agreement with Indigent Conflict Defense Counsel for Santa Barbara County, LLC. The scope of services is detailed in the Agreement for Services of Independent Contractor (Attachment A). The Contractor will provide competent legal services in the defense of indigent clients charged with one or more misdemeanors, felonies, juvenile cases, drug cases, domestic violence cases, mental health court cases, sexually violent predator cases, LPS and probate conservatorship cases, child support contempt proceedings, and all other matters for which indigent counsel is appointed or required, in the courts located in Santa Barbara County, where the Public Defender has properly declared a conflict of interest or unavailability.

In comparison to the current agreement with Contractor that extends through FY 2023-24, this agreement includes a 5% increase for FY 2024-25, which is included in the Recommended Budget.

Background:

By law, counties are required to fund and provide defense counsel in certain criminal proceedings to individuals who are indigent. There are a variety of ways counties can meet these requirements including: through County departments such as the Office of the Public Defender; through contract public defenders in which a private sector law firm acts as a contractor to the County; and lastly, through assigned counsel, where cases are typically assigned directly by the Court and are paid on either a flat fee or hourly basis.

While the County of Santa Barbara relies on the Office of the Public Defender to provide these services, on occasion, the Public Defender must declare a conflict of interest in a case at which time the Superior Court Judge will assign an alternate attorney to represent the client. Historically, the Superior Court, on behalf of the County, has managed contracts for conflict indigent defense representation when the Office of the Public Defender declares a conflict of interest in a case with criminal allegations.

As the County is responsible for funding and providing the representation, contracted conflict defense services are typically administered by the County and often through the County Executive Office. From 1983 through 2022, the Superior Court administered two contracts for services, one in north county and one in the south county. In April 2022, Superior Court management requested the administration of the contracts be transferred to the County.

On August 16, 2022, the Board of Supervisors approved the County Executive Office to issue a Request for Proposals for these services. The highest-ranking respondent was Indigent Conflict Defense Counsel for Santa Barbara County, LLC. The County entered into an 18-month contract from January 1, 2023 through July 1, 2024, for a cost of \$205,000 per month, with a total contract amount not to exceed \$3,690,000.

The County Executive Office is now seeking approval for a 24-month contract, for the period between July 1, 2024 through June 30, 2026. This new contract includes a compensation increase of 5% for Fiscal Year 2024-25 compared to the current contract, and an additional increase of 4% for Fiscal Year 2025-26. Beyond these adjustments to compensation, the new contract also makes minor modifications to certain contract terms for clarity and completeness, as well as to facilitate operational improvements,

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including a feasibility analysis toward the goal of Contractor transitioning to the Public Defender's case management system to provide streamlined case management and reporting.

Performance Measure:

For each month in which services are performed, the Contractor shall email documentation, in an understandable format, which includes the following data for each case appointed during the previous month by the end of each following month:

1. The name of the defendant represented.
2. The name of the attorney providing services in the case.
3. Case number(s).
4. Name of the Division (Criminal or Juvenile), in which charges were filed against the defendant.
5. Code section(s) under which the defendant is charged.
6. The name of each case which proceeds to trial or contested hearing, the name of the assigned attorney.
7. An accounting of funds expended for the utilization of interpreters, investigators, or expert witnesses when Contractor is seeking additional funds for ancillary services.
8. Any such other information, not violative of the attorney-client privilege, which may be required.

The Contractor shall meet with the County on a regular basis to discuss the performance of the Contractor and any issues that arise that may impact upon the administration of conflict defense cases. The County will be consulting with the Court regarding the performance of the Contractor.

The County, through a representative of the County Executive Office and a representative of the Court shall confer on at least a quarterly basis to maintain oversight and evaluation of conflict indigent defense services. Such oversight shall include recommendations and related implementation review applicable to maintaining services in conformance with standards as set forth in this Contract, and generally acceptable practices by public defender programs in California.

Either party has the ability to terminate the agreement with 60-days written notice.

Contract Renewals and Performance Outcomes:

For the month of April 2024, Contractor produced the following number of cases/actions:

- 90 Misdemeanors (Open)
- 106 Misdemeanors (Closed)
- 78 Felonies (Open)
- 77 Felonies (Closed)
- 1 Homicide
- 1 Cases with Life Exposure
- 19 Juvenile (W&I 602)
- 13 Juvenile (W&I 777)
- 5 Motions Filed
- 4 Preliminary Hearings
- 2 Trials (Felonies)
- 17 Other (e.g., resentencing motions, contempt hearings, and conservatorships)

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These numbers are representative of Contractor's typical monthly amounts within the current contract.

Fiscal and Facilities Impacts:

Budgeted: Yes.

Fiscal Analysis:

<u>Funding Sources</u>	<u>FY 2024-25 Cost:</u>	<u>FY 2025-26 Cost:</u>	<u>Total Project Project Cost</u>
General Fund	\$2,583,000	\$2,686,320	\$5,269,320
State			
Federal			
Fees			
Other:			
Total	\$ 2,583,000	\$ 2,686,320	\$ 5,269,320

Narrative:

The proposed Agreement with Contractor will establish a fixed monthly rate of \$215,250 for all services provided in FY 2024-25, which is a 5% increase from the currently contracted monthly rate of \$205,000. The 12-month total of \$2,583,000 is included in the FY 2024-25 Recommended Budget. The second year of the renewal term includes an increase of 4% in that year, for a monthly rate of \$223,860, bringing the total not-to-exceed amount for the 24-month contract term to \$5,269,320. The fixed rate is inclusive of all expenses, costs, and travel. If significant unforeseen increases in caseload or legal responsibilities arise, resulting in justifiable extraordinary expenses, Contractor may request additional compensation from the County; however, this provision is limited to extreme circumstances only.

Key Contract Risks:

The Agreement recommended for approval (Attachment A) can be terminated by the County for convenience upon 60 days written notice, with Board of Supervisors approval.

Special Instructions:

Clerk of the Board to forward one fully executed original contract and minute order to: County Executive Office, ATTN: Shanna Dawson, Fiscal & Policy Analyst

Attachments:

Attachment A: Agreement for Conflict Indigent Defense Services

Authored by:

Shanna Dawson, Fiscal & Policy Analyst