

ATTACHMENT C

**AMENDMENT NO. 7 TO THE
AGREEMENT FOR SERVICES FOR LEGAL REPRESENTATION OF ELIGIBLE INDIGENTS**



County of Santa Barbara BOARD OF SUPERVISORS

Minute Order

June 22, 2021

Present: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

SUPERIOR COURT

File Reference No. 21-00563

RE: Approve and authorize the Chair to execute Amendment No. 7 to the Agreement for Services for Legal Representation of Eligible Indigents with Justice Defenders, a Professional Corporation, dba 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, 2021 through June 30, 2022.

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

Ayes: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

AMENDMENT NO. 7 TO

AGREEMENT FOR SERVICES FOR LEGAL REPRESENTATION OF ELIGIBLE INDIGENTS

North County Defense Team has been a party to the Agreement for Services for Legal Representation of Eligible Indigents dated December 9, 2014 (Agreement) with lead attorney Michael J. Scott, the Superior Court of California, County of Santa Barbara referred to as "COURT" and the County of Santa Barbara, hereinafter referred to as "COUNTY". Pursuant this Amendment No. 7, the contractor providing services under the Agreement is now substituted to be Justice Defenders, a Professional Corporation, dba North County Defense Team, and lead attorney Michael J. Scott, hereinafter referred to as "CONTRACTOR". This Amendment No. 7 amends and extends the Agreement.

WHEREAS, CONTRACTOR wishes to serve 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 June 30, 2021; and

WHEREAS the parties wish to extend the Agreement up to and including June 30, 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 \$87,637.35 plus the June Consumer Price Index (CPI) adjustment, not to exceed 2%, for the CONTRACTOR's services under this Agreement for fiscal year 2021-2022 (July 1, 2021 through June 30, 2022);

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

1. The contractor providing services under this Agreement is now substituted to be Justice Defenders, a Professional Corporation, dba North County Defense Team, and lead attorney Michael J. Scott.
2. Under fair and reasonable consideration, the parties agree to extend the term for an additional year for fiscal year 2021-2022, up to and including June 30, 2022.
2. In Exhibit A, Scope of Services, Duties, delete Section 6 in its entirety.
3. In Exhibit B, Payment Arrangements, Periodic Compensation, Section A, add the following to the end of the paragraph: "For fiscal year 2021-2022 CONTRACTOR shall be paid \$87,637.35 monthly plus the CPI adjustment not to exceed a 2% increase."
4. In Exhibit B, Payment Arrangements, Periodic Compensation, Section E., add the Option FY 2021-2022 for \$87,637.35 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 2020-21 shall be based upon the June 2020 CPI applied to the FY 2019-20 payment amount.", the following is added: "The increase in fiscal year 2021-2022 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 2021-22 shall be based upon the June 2021 CPI applied to the FY 20-21 payment amount."

This Amendment No. 7 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. 7 to be effective on July 1, 2021.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By:  _____

Deputy Clerk

COUNTY OF SANTA BARBARA

By:  _____

Chair, Board of Supervisors

Date:  _____

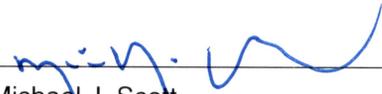
COURT

By:  _____

Gustavo Lavayer
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

AMENDMENT NO. 7 TO

**AGREEMENT FOR SERVICES FOR LEGAL REPRESENTATION OF ELIGIBLE INDIGENTS
between Justice Defenders, a Professional Corporation, dba North County Defense Team
and lead attorney Michael J. Scott, and the Superior Court of California, County of Santa
Barbara, and the County of Santa Barbara**

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA
County Auditor-Controller

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

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By: 
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Deputy

By: 
Deputy County Counsel

APPROVED AS TO FORM:

Ray Aromatorio
Risk Manager

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By: 
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Risk Management