

# **ATTACHMENT C**

## **AMENDMENT NO. 2 TO THE AGREEMENT FOR SERVICES FOR LEGAL REPRESENTATION OF ELIGIBLE INDIGENTS**



# County of Santa Barbara

## BOARD OF SUPERVISORS

### Minute Order

June 20, 2017

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**Present:** 5 - Supervisor Williams, Supervisor Wolf, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

SUPERIOR COURT

File Reference No. 17-00456

**RE:** Approve and authorize the Chair to execute a second amendment 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 July 1, 2017 through June 30, 2018.

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

**Ayes:** 5 - Supervisor Williams, Supervisor Wolf, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

## AMENDMENT NO. 2 TO

### AGREEMENT FOR SERVICES FOR LEGAL REPRESENTATION OF ELIGIBLE INDIGENTS

This Amendment No. 2 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 as 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 June 30, 2017; and

WHEREAS the parties wish to extend the Agreement for an additional year up to and including June 30, 2018 at the same rate of annual compensation adjustments; and

WHEREAS, consistent with Exhibit B, Payment Arrangements, Periodic Compensation, Section E., COUNTY shall pay CONTRACTOR the fiscal year 2016-17 amount of \$978,273.96 plus the June 2017 Consumer Price Index (CPI) adjustment, not to exceed 2%, for the CONTRACTOR's services under this Agreement for fiscal year 2017-2018 (July 1, 2017 through June 30, 2018);

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 valuable consideration, the parties agree to extend the term for an additional year for fiscal year 2017-2018, up to and including June 30, 2018.
2. In Exhibit B, Payment Arrangements, Periodic Compensation, Section A, add the following to the end of the paragraph: "For fiscal year 2017-2018, CONTRACTOR shall be paid \$978,273.96 plus the CPI adjustment, not to exceed a 2% increase."
3. In Exhibit B, Payment Arrangements, Periodic Compensation, Section E., add the Option FY 2017-18 for \$978,273.96 plus CPI adjustment not to exceed 2%.
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."
5. In Exhibit B, Payment Arrangements, Periodic Compensation, Section H., replace "CONTRACTOR shall be required to handle up to four (4) death penalty cases through disposition during fiscal years 2014-15 and 2015-16. CONTRACTOR shall be required to handle up to two (2) death penalty cases

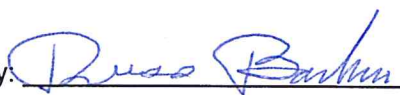
through disposition during fiscal year 2016-17." with the following: "CONTRACTOR shall be required to handle up to two (2) death penalty cases through disposition during each fiscal year."

This Amendment No. 2 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. 2 to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

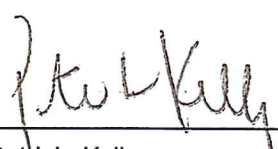
By:   
Deputy Clerk

**COUNTY OF SANTA BARBARA**

By:   
Chair, Board of Supervisors

Date: 6/20/17

**COURT**

By:   
Patricia Kelly  
Superior Court Presiding Judge

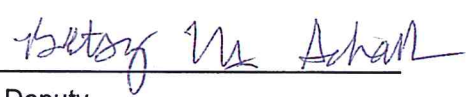
**CONTRACTOR:**

North County Defense Team and  
Michael J. Scott

By: \_\_\_\_\_  
Michael J. Scott  
Lead Attorney

**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, 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



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**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA**

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

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

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

**COURT**

By: \_\_\_\_\_  
Patricia Kelly  
Superior Court Presiding Judge


**CONTRACTOR:**

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Michael J. Scott

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Michael J. Scott  
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County Counsel

**APPROVED AS TO FORM:**

Ray Aromatorio  
Risk Manager

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

By:   
Risk Management