

ATTACHMENT D

AMENDMENT NO. 1 TO THE AGREEMENT FOR SERVICES FOR LEGAL REPRESENTATION OF ELIGIBLE INDIGENTS



County of Santa Barbara
BOARD OF SUPERVISORS
Minute Order

June 7, 2016

Present: 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Adam, and Supervisor Lavagnino

SUPERIOR COURT

File Reference No. 16-00427

RE: Approve and authorize the Chair to exercise the option to renew and execute Amendment No. 1 to the Agreement for Services for Legal Representation of Eligible Indigents with North County Defense Team and lead Attorney Michael J. Scott, and the Superior Court of the State 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, 2016 through June 30, 2017.

A motion was made by Supervisor Wolf, seconded by Supervisor Farr, that this matter be Approved; Chair to Execute. The motion carried by the following vote:

Ayes: 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Adam, and Supervisor Lavagnino

AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES FOR LEGAL REPRESENTATION OF ELIGIBLE INDIGENTS
(CONTRACT NO. BC-15-121)

This Amendment No. 1 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, 2016, and the parties wish to exercise the option to extend the Agreement for an additional year up to and including June 30, 2017; and

WHEREAS, in accordance with Exhibit B, Payment Arrangements, Periodic Compensation, Section E., COUNTY shall pay CONTRACTOR the fiscal year 2015-16 amount of \$960,976.28 plus the June 2016 Consumer Price Index (CPI) adjustment, not to exceed 2%, for the CONTRACTOR's services under this Agreement for fiscal year 2016-2017 (July 1, 2016 through June 30, 2017);

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


1. Pursuant to Section 4, the parties agree to extend the term for an additional year for fiscal year 2016-2017.
2. In Exhibit B, Payment Arrangements, Periodic Compensation, Section H., add the following sentence: "CONTRACTOR shall be required to handle up to two (2) death penalty cases through disposition during fiscal year 2016-17."

This Amendment No. 1 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. 1 to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

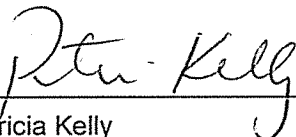
By: 
Deputy Clerk

COUNTY OF SANTA BARBARA

By: 
Chair, Board of Supervisors


Date: 6-7-16

COURT

By: 
Patricia Kelly
Superior Court Assistant Presiding Judge

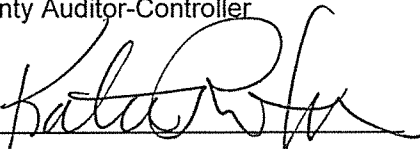
CONTRACTOR:

North County Defense Team and
Michael J. Scott

By: 
Michael J. Scott
Lead Attorney

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati
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