



County of Santa Barbara
BOARD OF SUPERVISORS

Minute Order

March 10, 2020

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

COUNTY COUNSEL

File Reference No. 20-00164

RE: Consider recommendations regarding a Third Amendment to the Agreement for Professional Legal Services with Outside Counsel Meyers/Nave, as follows: (4/5 Vote Required)

a) Approve and authorize the Chair to execute the Third Amendment to the Agreement for Professional Legal Services between the County of Santa Barbara and the Meyers/Nave law firm, increasing the contract payment limit from \$1,500,000.00 to \$2,250,000.00; and

b) Determine that the above action is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15378(b)(4) and 15378(b)(5) because it consists of government administrative or fiscal activities that will not result in direct or indirect physical changes in the environment.

A motion was made by Supervisor Adam, seconded by Supervisor Hartmann, that this matter be acted on as follows:

a) Approved and authorized; Chair to execute; and

b) Approved.

The motion carried by the following vote:

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

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

Pursuant to Paragraph 26 of the AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ("AGREEMENT") between the County of Santa Barbara ("COUNTY") and the Meyers/Nave law firm ("CONTRACTOR"), the COUNTY and CONTRACTOR amend the AGREEMENT as follows:

Paragraph A of the attachment to the AGREEMENT entitled "EXHIBIT B/ PAYMENT ARRANGEMENTS/ Periodic Compensation," having been amended by the Board of Supervisors on July 16, 2019 and October 15, 2019, currently reads as follows:

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed One Million Five Hundred Thousand dollars (\$1,500,000).

Said Paragraph A of Exhibit B is hereby amended to read as follows:

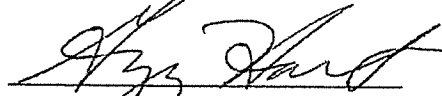
For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed Two Million Two Hundred Fifty Thousand dollars (\$2,250,000).

In all other respects, the AGREEMENT remains unchanged and in full effect.

IN WITNESS WHEREOF, the parties have executed this Agreement, to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

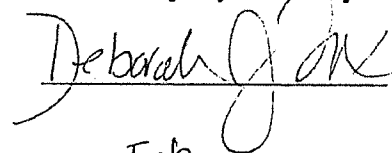
By:


Chair, Board of Supervisors

Date: March 10, 2020

CONTRACTOR [Meyers/Nave]

By:

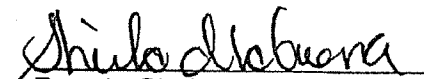


Date: ^{Feb} March 11, 2020


ATTEST:

Mona Miyasato
Clerk of the Board

By:



Deputy Clerk

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

By: 

Martin G. McKenzie
Chief of Litigation

APPROVED AS TO ACCOUNTING FORM:
Betsy Schaffer, CPA, CPFO
Auditor-Controller

By: 

Deputy

APPROVED AS TO FORM:
Risk Program Administrator

By: 

Ray Aromatorio
Risk Manager

FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

Pursuant to Paragraph 26 of the AGREEMENT FOR PROFESSIONAL LEGAL SERVICES (“AGREEMENT”) between the County of Santa Barbara (“COUNTY”) and the Meyers/Nave law firm (“CONTRACTOR”), the COUNTY and CONTRACTOR amend the AGREEMENT as follows:

Paragraph 4 of the AGREEMENT currently reads as follows:

TERM. CONTRACTOR shall commence performance on August 28, 2018 and end performance upon completion, but no later than August 27, 2020 unless otherwise directed by COUNTY or unless earlier terminated.

Said Paragraph 4 of the AGREEMENT is hereby amended to read as follows:

TERM. CONTRACTOR shall commence performance on August 28, 2018 and end performance upon completion, but no later than August 27, 2022, unless otherwise directed by COUNTY or unless earlier terminated.

Paragraph A of the attachment to the AGREEMENT entitled “EXHIBIT B/ PAYMENT ARRANGEMENTS/ Periodic Compensation,” having been amended by the Board of Supervisors on July 16, 2019, October 15, 2019, and March 10, 2020, currently reads as follows:

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed Two Million Two Hundred Fifty Thousand dollars (\$2,250,000).

Said Paragraph A of Exhibit B is hereby amended to read as follows:

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed Three Million, Two Hundred Fifty Thousand dollars (\$3,250,000).

In all other respects, the AGREEMENT remains unchanged and in full effect.

IN WITNESS WHEREOF, the parties have executed this Agreement, to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

CONTRACTOR [Meyers/Nave]

By: _____
Chair, Board of Supervisors

By: _____
Deborah J. Fox

Date: September ____, 2020

Date: August ____, 2020

ATTEST:
Mona Miyasato
Clerk of the Board


By: _____
Deputy Clerk

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUTING FORM:
Betsy Schaffer, CPA, CPFO
Auditor-Controller

By: 

Martin G. McKenzie
Chief of Litigation

By: 

Deputy

APPROVED AS TO FORM:
Risk Program Administrator

By: 

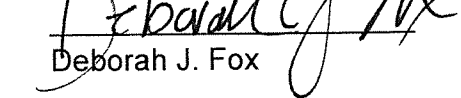
Ray Aromatorio
Risk Manager

COUNTY OF SANTA BARBARA

CONTRACTOR [Meyers/Nave]

By: _____
Chair, Board of Supervisors

Date: September ____, 2020

By: 
Deborah J. Fox

Date: August 14, 2020

ATTEST:
Mona Miyasato
Clerk of the Board

By: _____
Deputy Clerk

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:
Betsy Schaffer, CPA, CPFO
Auditor-Controller

By: _____
Martin G. McKenzie
Chief of Litigation

By: _____
Deputy

APPROVED AS TO FORM:
Risk Program Administrator

By: _____
Ray Aromatorio
Risk Manager