

**Fourth Amendment to Agreement for Professional Legal Services between
County of Santa Barbara and Oppenheimer Investigations Group LLP**

This Fourth Amendment to the Agreement for Professional Legal Services (AGREEMENT) between the County of Santa Barbara (“COUNTY”) and Oppenheimer Investigations Group LLP (“ATTORNEY”), wherein ATTORNEY agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, COUNTY continues to require the services of outside counsel to conduct independent, impartial, and objective investigations of COUNTY employee(s); and

WHEREAS, COUNTY's Board of Supervisors, under the provisions of Section 31000 of the California Government Code, is empowered to contract for special legal services; and

WHEREAS, Paragraph 26 of the AGREEMENT states the AGREEMENT may be altered, amended or modified by an instrument in writing, executed by the Parties; and

WHEREAS, the AGREEMENT was previously amended on June 6, 2023 to extend the term of the AGREEMENT to December 31, 2023 and increase the maximum contract amount to \$100,000; and

WHEREAS, the AGREEMENT was further amended on January 25, 2024 and May 14, 2024; and

WHEREAS, ATTORNEY has been providing services to the COUNTY under the AGREEMENT and, for fair and reasonable consideration, this Fourth Amendment to the AGREEMENT extends the term of the AGREEMENT through June 30, 2025, expands the total maximum contract amount to \$200,000, and adds additional attorney investigators and rates.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree to amend the AGREEMENT as follows:

Section 4, Term is revised to state:

ATTORNEY shall commence performance on November 1, 2022 and end performance upon completion, but no later than June 30, 2025 unless otherwise directed by COUNTY or unless earlier terminated.

Exhibit B, Paragraph A is revised to state:

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed Two Hundred Thousand Dollars (\$200,000).

Exhibit B-1, Hourly Rates section is revised to state:

HOURLY RATES

ATTORNEY's hourly rates are as follows:

Jack Morse — Hourly rate is \$385.

Tracey Merwise – Hourly rate is \$445.

Erik Roper – Hourly rate is \$395.

Jeanette Boykins – Hourly rate is \$345

Sean Lee – Hourly rate is \$345

The hourly billing rate for partners shall not exceed \$445.

Support Staff hourly rates are as follows:

- Secondary attorneys who assist with report writing or preparing interview summaries (but does not include time for shadowing in interviews and meetings) is \$345/hour
- Writers/editors hourly rate is \$195/hour
- Interns hourly rate is \$125/hour

Amounts to be charged to this Agreement shall not exceed \$150,000.00 without further written authorization from COUNTY.

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

[Signatures on next page.]

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IN WITNESS WHEREOF, the parties have executed this Third Amendment to Agreement for Professional Legal Services to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By: _____

CHAIR, BOARD OF
SUPERVISORS

Date: _____

ATTEST:

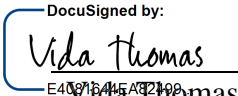
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

ATTORNEY:

OPPENHEIMER INVESTIGATIONS GROUP
LLP

By:  _____
Vida Thomas

Title: Managing Partner

Date: _____

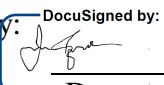
**RECOMMENDED FOR
APPROVAL AND APPROVED
AS TO FORM:**

RACHEL VAN MULLEM
County Counsel

By:  _____
Claire Hartley, Deputy

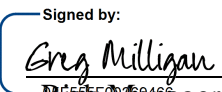
**APPROVED AS TO ACCOUNTING
FORM:**

BETSY M. SCHAFFER, CPA
Auditor-Controller

By:  _____
Betsy M. Schaffer, CPA

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
Risk Manager

By:  _____
Risk Manager