

### **THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL LEGAL SERVICES**

This Third Amendment to the Agreement for Professional Legal Services ("AGREEMENT") between the County of Santa Barbara ("COUNTY") and Rutan & Tucker, 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 legal counsel to provide specialized legal advice and litigation services to COUNTY regarding public construction projects; and

**WHEREAS**, under Sections 25203 and 31000 of the California Government Code, COUNTY's Board of Supervisors may employ counsel to assist in the conduct of litigation in which COUNTY is a party and may contract for special services with persons specially trained, experienced, expert and competent to perform such services; and

**WHEREAS**, ATTORNEY represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of ATTORNEY pursuant to the terms, covenants, and conditions herein set forth; 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**, on August 22, 2017, the County Board of Supervisors initially entered into an Agreement for Professional Services with ATTORNEY to provide legal advice and representation regarding public construction projects, which was amended on December 5, 2017. On July 16, 2019, the Board entered into a new Agreement for Professional Services with ATTORNEY to continue to provide needed legal advice and representation regarding public construction projects. On April 20, 2021 and May 24, 2022, the agreement was further amended; and

**WHEREAS**, now the COUNTY seeks to extend the term of the AGREEMENT through December 31, 2024, and to increase the maximum contract amount by \$250,000 for a new maximum contract amount of \$1,034,000.

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

**I. Section 4 Term shall be revised to state:**

4. TERM. ATTORNEY shall commence performance on July 26, 2019 and end performance upon completion of services, but no later than December 31, 2024, unless otherwise directed by COUNTY. This Agreement may be earlier terminated by COUNTY as provided herein.

**II. Section A of Exhibit B. Payment Arrangements shall be revised to state:**

A. For ATTORNEY services to be rendered under this Agreement, ATTORNEY shall be paid a total contract amount, including cost reimbursements, not to exceed \$1,034,000.

**III. The third paragraph of Attachment B-1 Schedule of Fees shall be revised to state:**

Amounts to be charged to this Agreement shall not exceed \$1,034,000 without further written authorization from COUNTY.

**IV. All other terms shall remain in full force and effect.**

[Signature Page Follows]

## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Third Amendment to the Agreement 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: \_\_\_\_\_  
Das Williams, Chair, Board of  
Supervisors

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

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

Rachel Van Mullem  
County Counsel

By: *Rachel Van Mullem*  
Rachel Van Mullem, County  
Counsel

### CONTRACTOR:

Rutan & Tucker, LLP

DocuSigned by:  
*Bob Owen*  
F2B80706E3BE4ED...  
Authorized Representative

Name: Robert. O. Owen  
Title: Partner

### APPROVED AS TO FORM:

Greg Milligan, ARM  
Risk Manager

DocuSigned by:  
*Greg Milligan*  
DC240AC1E64247D...  
Risk Management

### APPROVED AS TO ACCOUNTING FORM:

BETSY SCHAFFER, CPA  
Auditor-Controller

DocuSigned by:  
*C. Schaffer*  
A99ED5BD71D04FB...  
Deputy