

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

This First 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, on July 16, 2019, the Board entered into an Agreement for Professional Services with ATTORNEY to provide needed legal advice and representation regarding public construction projects. The COUNTY wishes to extend the term of the AGREEMENT to increase the maximum contract amount by \$384,000 for a new maximum contract amount of \$584,000, extend the agreement through December 31, 2022, and designate Rutan & Tucker partner Robert Owen, Esq. as Rutan's designated representative and attorney personally responsible for providing legal services to the COUNTY; 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.

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

I. Section 1 Designated Representative shall be revised to state:

1. DESIGNATED REPRESENTATIVE. County Counsel Amber Holderness at phone number 805-568-2950 is the designated representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Robert O. Owen at phone number (714) 641-3482 is the designated representative for ATTORNEY. Changes in designated representatives shall be made only after advance written notice to the other party.

II. Section 2 Notices shall be revised to state:

2. NOTICES. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Amber Holderness
Office of County Counsel
County of Santa Barbara
105 East Anapamu Street, #201
Santa Barbara, CA 93101

To ATTORNEY: Robert O. Owen, Esq.
Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612

III. 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, 2022, unless otherwise directed by COUNTY. This Agreement may be earlier terminated by COUNTY as provided herein.

IV. Exhibit A Statement of Work shall be revised to state:

As requested by COUNTY, ATTORNEY shall provide legal advice and litigation services regarding public construction projects. All services provided hereunder shall comply with the terms and conditions set forth in this Agreement and with the applicable provisions of California law. Nothing herein obligates the COUNTY to exclusively use the services of ATTORNEY for any projects, or to incur charges for any minimum number of hours.

Robert O. Owen shall be the attorney personally responsible for providing all services hereunder.

V. 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 \$584,000.

VI. 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 \$584,000 without further written authorization from COUNTY.

VII. All other terms shall remain in full force and effect.

[Signature Page Follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this First 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: 
Bob Nelson, Chair, Board of
Supervisors

Date: 4/20/2021

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

By: 
Michael C. Ghizzoni, County
Counsel

CONTRACTOR:

Rutan & Tucker, LLP

By: 
Authorized Representative

Name: Robert. O. Owen
Title: Partner

APPROVED AS TO FORM:

Risk Management

By: _____
Ray Aromatorio, Risk Manager

**APPROVED AS TO ACCOUNTING
FORM:**

BETSY SCHAFFER, CPA
Auditor-Controller

By: _____
Deputy

SIGNATURE PAGE

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Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

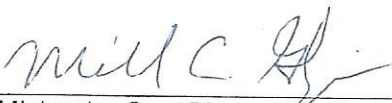
By: _____
Bob Nelson, Chair, Board of
Supervisors

Date: _____

RECOMMENDED FOR APPROVAL
AND APPROVED AS TO FORM:
County Counsel

CONTRACTOR:

Rutan & Tucker, LLP

By: 
Michael C. Ghizzoni, County
Counsel

By: 
Authorized Representative

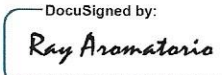
Name: Robert. O. Owen
Title: Partner


APPROVED AS TO FORM:

Risk Management

APPROVED AS TO ACCOUNTING
FORM:

BETSY SCHAFFER, CPA
Auditor-Controller

By: 
Ray Aromatorio, Risk Manager

By: 
Deputy

agreement through December 31, 2022, designating Rutan & Tucker partner Robert Owen, Esq. as Rutan's designated representative and attorney personally responsible for providing legal services to the County under this agreement, and increasing the maximum contract amount by \$384,000 for a new maximum contract amount of \$584,000. The requested increased amount represents approximately \$150,000 in outside counsel fees and approximately \$234,000 in expert witness fees. The contract amount is a shared expense between budgeted Outside Counsel fees and expert costs that are a programmatic expense of the Northern Branch Jail.

Performance Measure: N/A

Contract Renewals and Performance Outcomes: N/A

Fiscal and Facilities Impacts:

Budgeted: Yes

Key Contract Risks:

The Office of County Counsel reviewed the Contract Risk Assessment Worksheet as part of our process. Exhibit A of the Agreement ("Statement of Work") provides that the Board of Supervisors, acting through its County Counsel, expressly retains the authority to direct and control the course and conduct of the litigation, including the exclusive right to make decisions regarding settlement.

A Request for Proposals was not required for this selection.

Staffing Impacts: None

Special Instructions: Please forward a signed copy to Teresa Martinez at teresamartinez@co.santa-barbara.ca.us.

*emailed
on 4/22/22*

Attachments:

- a) First Amendment to Agreement for Professional Legal Services
- b) Agreement for Professional Legal Services

Authored by: Teresa Martinez, Deputy County Counsel

cc: