

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

THIS AGREEMENT (hereafter Agreement) is made by and between the Santa Barbara County Flood Control and Water Conservation District, a dependent special district of the County of Santa Barbara, a political subdivision of the State of California (hereafter DISTRICT), and OLIVER, SANDIFER & MURPHY, having its principal place of business at 281 South Figueroa Street, Second Floor, Los Angeles, California 90012 (hereafter ATTORNEY) wherein ATTORNEY agrees to provide and DISTRICT agrees to accept the services specified herein.

RECITALS

WHEREAS, from time to time DISTRICT requires advice and representation by private legal counsel in the matter of condemnation of certain property; and

WHEREAS, the need for such advice and representation often arises quickly and unexpectedly, so that it is in DISTRICT's interest to have a contract with outside counsel under which those services are readily available as needed; and

WHEREAS, ATTORNEY is specially trained, skilled, experienced, and competent to perform the above-described legal services required by the DISTRICT, and DISTRICT desires to retain the services of ATTORNEY pursuant to the terms covenants, and conditions hereinafter set forth.

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

1. **DESIGNATED REPRESENTATIVE.** Deputy County Counsel Johannah Hartley at phone number 805-568-2950 is the representative of DISTRICT and will administer this Agreement for and on behalf of DISTRICT. Duff Murphy at phone number 213-621-2000 is the authorized representative for ATTORNEY. Changes in designated representatives shall be made only after advance written notice to the other party.

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 first class mail, postage prepaid, or otherwise delivered as agreed upon by the parties, as follows:

To DISTRICT: Johannah Hartley
 Office of County Counsel
 County of Santa Barbara
 105 East Anapamu Street, #201
 Santa Barbara, California, 93101

To ATTORNEY: Duff Murphy
 Oliver, Sandifer & Murphy
 281 South Figueroa Street, Second Floor
 Los Angeles, California 90012

or at such other address or to such other person that the parties may from time to time designate in writing. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** ATTORNEY agrees to provide services to DISTRICT in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** ATTORNEY shall commence performance upon execution of this agreement by both parties and end performance upon completion of services, but no later than June 30, 2017, unless otherwise directed by DISTRICT. This contract may be earlier terminated by DISTRICT as provided herein.

5. **COMPENSATION OF ATTORNEY.** ATTORNEY shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by DISTRICT and which is delivered to the address given in Section 2 **NOTICES** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** ATTORNEY shall perform all of its services under this Agreement as an independent contractor and not as an employee of DISTRICT. ATTORNEY understands and acknowledges that it shall not be entitled to any of the benefits of a DISTRICT employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** ATTORNEY represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, ATTORNEY shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which ATTORNEY is engaged. All products of whatsoever nature, which ATTORNEY delivers to DISTRICT pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in ATTORNEY's profession. ATTORNEY shall correct or revise any errors or omissions, at DISTRICT'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by ATTORNEY without additional compensation.

8. **TAXES.** DISTRICT shall not be responsible for paying any taxes on ATTORNEY's behalf, and should DISTRICT be required to do so by state, federal, or local taxing agencies, ATTORNEY agrees to promptly reimburse DISTRICT for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** ATTORNEY covenants that ATTORNEY presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. ATTORNEY further covenants that in the performance of this Agreement, no person having any such interest shall be employed by ATTORNEY. ATTORNEY has conducted a conflicts evaluation and has discovered no potential conflicts, other than those disclosed to DISTRICT prior to this Agreement. ATTORNEY shall inform DISTRICT immediately of any potential ethical issues or conflicts that may arise in the course of ATTORNEY's representation of the DISTRICT in this matter or at any time in the future, as soon as such an issue or conflict becomes known.

10. **EXPERTS/CONSULTANTS.** ATTORNEY shall get DISTRICT's approval prior to retaining any expert or consultant to assist with any matter covered by this Agreement.

11. **OWNERSHIP OF DOCUMENTS.** DISTRICT shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents

of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. ATTORNEY shall not release any materials under this section except after prior written approval of DISTRICT.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of DISTRICT. DISTRICT shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** ATTORNEY shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of ATTORNEY's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. DISTRICT shall have the right to audit and review all such documents and records at any time during ATTORNEY's regular business hours or upon reasonable notice.

13. **INDEMNIFICATION AND INSURANCE.** ATTORNEY shall agree to defend, indemnify and save harmless the DISTRICT and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** DISTRICT hereby notifies ATTORNEY that DISTRICT's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and ATTORNEY agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** ATTORNEY understands that this is not an exclusive Agreement and that DISTRICT shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by ATTORNEY as the DISTRICT desires.

16. **ASSIGNMENT.** ATTORNEY shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of DISTRICT and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By DISTRICT.** DISTRICT may, by written notice to ATTORNEY, terminate this Agreement in whole or in part at any time, whether for DISTRICT's convenience or because of the failure of ATTORNEY to fulfill the obligations herein. Upon receipt of notice, ATTORNEY shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to DISTRICT all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by ATTORNEY in performing this Agreement, whether completed or in process.

1. **For Convenience.** DISTRICT may terminate this Agreement upon thirty (30) days written notice.

DISTRICT shall pay ATTORNEY for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall ATTORNEY be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. ATTORNEY shall furnish to DISTRICT such financial information as in the judgment of DISTRICT is necessary to determine the

reasonable value of the services rendered by ATTORNEY. In the event of a dispute as to the reasonable value of the services rendered by ATTORNEY, the decision of DISTRICT shall be final. The foregoing is cumulative and shall not affect any right or remedy which DISTRICT may have in law or equity.

2. **For Cause.** Should ATTORNEY default in the performance of this Agreement or materially breach any of its provisions, DISTRICT may, at DISTRICT's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by ATTORNEY.

B. **By ATTORNEY.** Should DISTRICT fail to pay ATTORNEY all or any part of the payment set forth in EXHIBIT B, ATTORNEY may, at ATTORNEY's option terminate this Agreement if such failure is not remedied by DISTRICT within thirty (30) days of written notice to DISTRICT of such late payment.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to DISTRICT is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of DISTRICT to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to DISTRICT shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of DISTRICT.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** ATTORNEY shall, at ATTORNEY's sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may

hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of ATTORNEY in any action or proceeding against ATTORNEY, whether DISTRICT is a party thereto or not, that ATTORNEY has violated any such ordinance or statute, shall be conclusive of that fact as between ATTORNEY and DISTRICT.

26. **CALIFORNIA LAW AND JURISDICTION.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, ATTORNEY hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which ATTORNEY is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.


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Agreement for Professional Legal Services between
the District and Oliver, Sandifer & Murphy.

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

SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

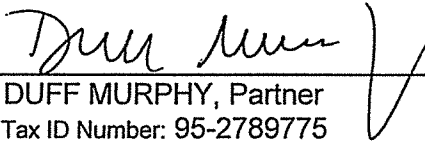
By: 
JANET WOLF
Chair, Board of Directors

Date: 2/17/15

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD and Ex
Officio Clerk of the Board of Directors,
Santa Barbara County Flood Control and
Water Conservation District

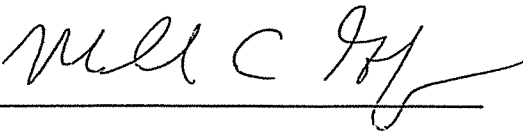
ATTORNEY:
OLIVER, SANDIFER & MURPHY

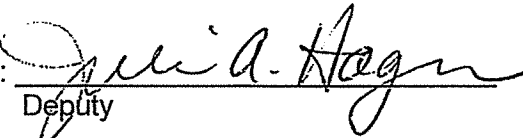
By: 
Deputy

By: 
DUFF MURPHY, Partner
Tax ID Number: 95-2789775

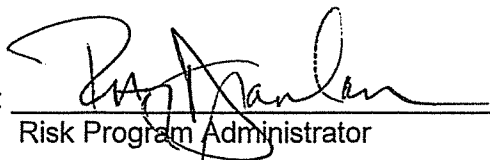
APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: 

By: 
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO,
RISK PROGRAM ADMINISTRATOR

By: 
Risk Program Administrator

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

Pursuant to Paragraph 23 of the Agreement for Professional Legal Services (hereinafter AGREEMENT) between the Santa Barbara County Flood Control and Water Conservation District, a political subdivision of the State of California (hereafter DISTRICT), and OLIVER, SANDIFER & MURPHY, having its principal place of business at 281 South Figueroa Street, Second Floor, Los Angeles, California 90012 (hereafter ATTORNEY), the COUNTY and ATTORNEY amend the AGREEMENT as follows:

Exhibit B, Paragraph A, of the AGREEMENT is amended to read as follows:

A. Unless previously agreed in writing by COUNTY, DUFF MURPHY shall be the attorney personally responsible for providing all services hereunder. For ATTORNEY services to be rendered under this AGREEMENT, ATTORNEY shall be paid a total contract amount, including cost reimbursements, not to exceed \$100,000.00.

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 DISTRICT.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD and
Officio Clerk of the Board of Directors,
Santa Barbara County Flood Control
and Water Conservation District

SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: _____
Deputy

By: _____
PETER ADAM
Chair, Board of Supervisors

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

ATTORNEY:
OLIVER, SANDIFER & MURPHY

By: 6/11/12

By: Duff Murphy

DUFF MURPHY, Partner
Tax ID Number: 95-2789775

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK PROGRAM ADMINISTRATOR

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____

By: _____
Deputy

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

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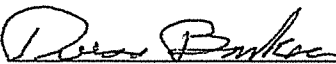
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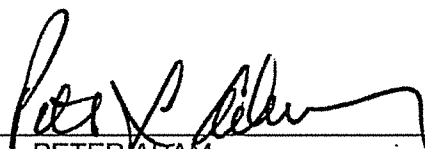
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ATTEST:
MONA MIYASATO
CLERK OF THE BOARD and
Officio Clerk of the Board of Directors,
Santa Barbara County Flood Control
and Water Conservation District

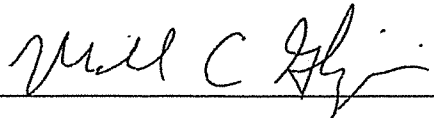
By: 
Deputy

SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: 
PETER ADAM
Chair, Board of Supervisors

Date: 7-19-16

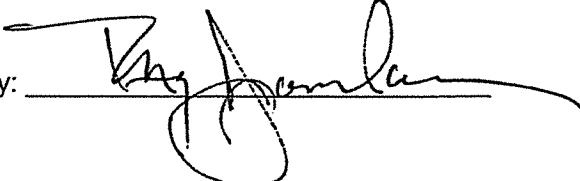
APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 

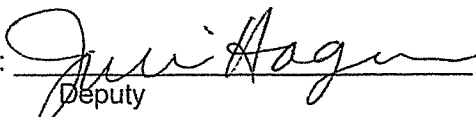
ATTORNEY:
OLIVER, SANDIFER & MURPHY

By: _____
DUFF MURPHY, Partner
Tax ID Number: 95-2789775

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK PROGRAM ADMINISTRATOR

By: 

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: 
Deputy

NOTICE OF EXEMPTION

TO: Santa Barbara County Clerk of the Board of Supervisors
Ex Officio Clerk of the Board of Directors of the Santa Barbara Flood Control
and Water Conservation District

FROM: County Counsel Office

The project or activity identified below is determined to be exempt from further environmental review requirements of the California Environmental Quality Act (CEQA) of 1970 as defined in the State and County guidelines for the implementation of CEQA.

APN(s): Not applicable.

Case No.: Not applicable.

Location: Not applicable.

Project Title: Second Amendment to Agreement for Professional Legal Services

Project Description: Contractual amendment increasing the total compensation and term for professional legal services.

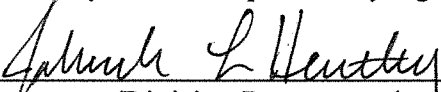
Exempt Status: (Check one)

- Ministerial
- Statutory
- Categorical Exemption
- Emergency Project
- Not a Project: Section 15378(b)(4)

Cite specific CEQA Guideline Section: Section 15378(b)(4) – Creation of government funding mechanisms which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

Reasons to support exemption findings:

The proposed amendment to the agreement for professional legal services will increase the funding and term for legal services and does not involve any commitment to any specific project which may result in a potentially significant physical impact to the environment.

 _____ 4/28/17
 Department/Division Representative Date

Acceptance Date (date of final action on project): _____

Date Filed by County Clerk: _____

Note: A copy of this form must be posted at Planning and Development six days prior to a decision on the project. Upon project approval, this form must be filed with the County Clerk of the Board and posted by the Clerk of the Board for a period of 30 days.

Distribution: (for posting six days prior to action, and posting original after approval)

Board Contract Summary

For use with Expenditure Contracts. Complete form below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the appropriate departments for signature. See also: Auditor-Controller Intranet Policies->Contracts.

D1.	Fiscal Year	2015/16 – 2017/18
D2.	Department Name.....	County Counsel
D3.	Contact Person	Johannah Hartley
D4.	Telephone	X2967

K1.	Contract Type (check one): X Personal Service Capital	
K2.	Brief Summary of Contract Description/Purpose.....	Professional Legal Services
K3.	Department Project Number	
K4.	Original Contract Amount.....	\$50,000
K5.	Contract Begin Date.....	2-17-2015
K6.	Original Contract End Date	6-30-2017
K7.	Amendment? (Yes or No)	yes
K8.	- Total Number of Amendments	Second
K9.	- This Amendment Amount	\$50,000
K10.	- Total Previous Amendment Amounts	\$50,000
K11.	- Revised Total Contract Amount	\$150,000

B1.	Intended Board Agenda Date.....	June 6, 2017
B2.	Number of Workers Displaced (if any)	N/A
B3.	Number of Competitive Bids (if any)	N/A
B4.	Lowest Bid Amount (if bid)	N/A
B5.	If Board waived bids, show Agenda Date	N/A
	and Agenda Item Number.....	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	

F1.	Fund Number	2610
F2.	Department Number	054
F3.	Line Item Account Number.....	8400
F4.	Project Number (if applicable).....	SC8042
F5.	Program Number (if applicable)	3005
F6.	Org Unit Number (if applicable).....	
F7.	Payment Terms.....	

V1.	Auditor-Controller Vendor Number.....	600148
V2.	Payee/Contractor Name	Oliver, Sandifer & Murphy
V3.	Tax ID	95-2789775
V4.	Mailing Address	281 S Figuerora Street, Second Floor
V5.	City State (two-letter) Zip (include +4 if known)	Los Angeles, CA 90012
V6.	Telephone Number	213-621-2000
V7.	Vendor Contact Person.....	Duff Murphy
V8.	Workers Comp Insurance Expiration Date	
V9.	Liability Insurance Expiration Date.....	
V10.	Professional License Number	106091
V11.	Verified by (print name of county staff)	Johannah Hartley

V12 Company Type (Check one): Individual Sole Proprietorship Partnership X Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: May 2, 17 Authorized Signature: 