

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

This Third 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

WHEREAS, ATTORNEY has been providing services to the COUNTY under the AGREEMENT and, for fair and reasonable consideration, this Third Amendment to the AGREEMENT extends the term of the AGREEMENT through December 31, 2024, expands the total maximum contract amount to \$150,000, updates the Statement of Work, 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 December 31, 2024 unless otherwise directed by COUNTY or unless earlier terminated.

Exhibit A, Statement of Work is revised to state:

ATTORNEY shall perform legal services for the specific and limited purpose of performing duties as licensed California attorneys at law, utilizing its skill, training, and professional judgment in employment law, to conduct independent, impartial, and objective investigation of COUNTY employee(s). ATTORNEY's role as independent attorney investigator is to gather facts from interviews. Interviews will be conducted in-person or remotely as requested by COUNTY. ATTORNEY will also provide a factual report so that COUNTY can determine whether additional action is needed. Should additional action be necessary, the scope of this Agreement may be amended in writing.

This specific and limited scope engagement consists only of conducting the activities described above and preparing a written report, and if necessary, responding to subpoenas or discovery and testifying in deposition, arbitration, court, or other proceedings, including preparation time. ATTORNEY will not be acting in the role of an "advocate" attorney for the COUNTY. Rather, COUNTY (and its outside legal counsel, as needed) are responsible for providing the legal analysis and advice necessary to respond to any findings in the report. Post-investigation legal advice concerning the investigation, the factual findings, recommendations concerning potential "corrective action" or related administrative or legal proceedings, are outside the scope of this specific and limited scope engagement.

COUNTY certifies that this investigation is not being conducted for any other purpose, and that (if necessary under the circumstances of this case) COUNTY will comply with the notice and consent rules required of employers under the California Investigative Consumer Reporting Agencies Act (Civil Code Section 1786, et seq.).

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 initiate any proceedings, or to exclusively use the services of ATTORNEY for any projects, or to incur charges for any minimum number of hours.

The attorneys responsible for providing all services under this Agreement are Jack Morse, Tracey Merwise, and Madeline Buitelaar.

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 One Hundred and Fifty Thousand Dollars (\$150,000).

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.

Madeline Buitelaar – Hourly rate is \$395.

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:

STEVE LAVIGNINO, 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

Vida Thomas

Title:

Managing Partner

Date:

April 26, 2024

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

RACHEL VAN MULLEM
County Counsel

By:

Rachel Van Mullem

County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

BETSY M. SCHAFFER, CPA
Auditor-Controller

By:

DocuSigned by:
Betsy M. Schaffer

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Deputy

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
Risk Manager

By:

DocuSigned by:
Samantha Francis

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Risk Manager

