

## 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 Meyers Nave ("CONTRACTOR"), wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, the COUNTY continues to require the services of legal counsel to assist in providing legal advice and representation in the specialized area of solid waste services and contracting; and

**WHEREAS**, the 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 COUNTY wishes to extend the term of the AGREEMENT to June 30, 2026, to increase the maximum contract amount by eight hundred and fifty thousand dollars (\$850,000), and to modify the designated representatives, notice provisions, and scope of work.

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

The Parties agree to amend the AGREEMENT as follows:

1. Paragraph 1, Designated Representative is revised to state:

Santa Barbara County Counsel Chief Assistant Amber Holderness, at telephone number (805) 568-2969 is the authorized representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. David Mehretu, at telephone number (510) 808-2028 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. Paragraph 2, Notices is revised to state:

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  
Chief Assistant County Counsel  
Office of Santa Barbara County Counsel  
105 East Anapamu Street, #201  
Santa Barbara, CA 93101  
[aholderness@countyofsb.org](mailto:aholderness@countyofsb.org)

To CONTRACTOR: David Mehretu  
707 Wilshire Blvd., 24<sup>th</sup>  
Los Angeles, California 90017  
[dmehretu@meyersnave.com](mailto:dmehretu@meyersnave.com)

3. Paragraph 4, Term is revised to state:

CONTRACTOR shall commence performance on June 1, 2023 and end performance upon completion, but no later than June 30, 2026, unless otherwise directed by COUNTY or unless earlier terminated.

4. Exhibit A, First Paragraph is revised to state:

As requested by COUNTY, CONTRACTOR shall assist COUNTY by providing legal advice and representation on solid waste services and contracting, including as to the ReSource Center and the litigation entitled *MSB Investors, LLC et al. v. County of Santa Barbara et al.*, U.S. District Court for the Central District of California, Case No. 2:24cv07237. David Mehretu will be the primary handling attorney for the services hereunder. He will be assisted by any partners, associates, and paralegals at his direction and under his supervision.

5. 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 \$1,000,000.00.

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

[Signatures on Next Page]

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to the Agreement between the COUNTY and Meyers Nave to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

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

**CONTRACTOR:**  
Meyers Nave

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

By: DocuSigned by:  
*David Mehretu, Esq.*  
324F105601D444E...  
Authorized Representative  
Name: David Mehretu  
Title: Principal

**APPROVED AS TO FORM:**  
Risk Management

**APPROVED AS TO ACCOUNTING FORM:**  
BETSY SCHAFFER, CPA  
Auditor-Controller

By: Signed by:  
*Greg Milligan*  
05F555F00269466...  
Greg Milligan, Risk Manager

By: Signed by:  
*Shawna Jorgensen*  
DF6DB6D7D6344E6...  
Deputy