

**ATTACHMENT C: SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL
LEGAL SERVICES**

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

This Second Amendment to the Agreement for Professional Legal Services (AGREEMENT) between the County of Santa Barbara ("COUNTY") and Andruess/ Podberesky ("CONTRACTOR"), wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, COUNTY continues to require the services of legal counsel to assist in providing legal advice and representation in the specialized area of False Claims Act litigation; and

WHEREAS, under Section 25203 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

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 amended on October 15, 2019 to increase the maximum contract amount; and

WHEREAS, CONTRACTOR has been providing services to COUNTY under the AGREEMENT initially executed on April 18, 2018 as amended and for fair and reasonable consideration, this Second Amendment to the AGREEMENT revives the initial AGREEMENT as amended to compensate CONTRACTOR for services rendered between April 17, 2020 through November 30, 2020; and

WHEREAS, COUNTY wishes to extend the term of the AGREEMENT to April 17, 2022 through this Second Amendment and to increase the maximum contract amount by Three Hundred and Fifty Thousand dollars (\$350,000).

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:

Section 2 – Notices is revised to state:

To COUNTY: Michael C. Ghizzoni
County Counsel
Office of Santa Barbara County Counsel
105 East Anapamu Street, #201
Santa Barbara, CA 93101
Fax (805) 568-2982

To CONTRACTOR: Mary Carter Andruess, Attorney at Law
Andruess/Podberesky
818 West 7th Street, #960
Los Angeles, CA 90017
Fax (213) 395-0401

Section 4 – Term is revised to state:

CONTRACTOR shall commence performance on April 18, 2018 and end performance upon completion, but no later than April 17, 2022 unless otherwise directed by COUNTY or unless earlier terminated.

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 Eight Hundred and Fifty Thousand dollars (\$850,000).

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 Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Shirley de la Guerra
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: [Signature]
Chair, Board of Supervisors

Date: 12-15-20

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

By: [Signature]
Michael C. Ghizzoni, County Counsel

CONTRACTOR:

Andrues/Podberesky

By: [Signature]
Authorized Representative
Name: Mary Carter Andrues
Title: Attorney at Law

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

IN WITNESS WHEREOF, the parties have executed this Agreement 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

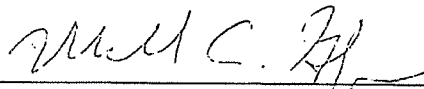
By: _____
Chair, Board of Supervisors

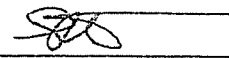
Date: _____

RECOMMENDED FOR APPROVAL AND
APPROVED AS TO FORM:
County Counsel

CONTRACTOR:

Andrues/Podberesky


By: 
Michael C. Ghizzoni, County Counsel

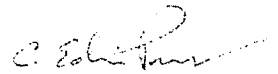
By: 
Authorized Representative
Name: Mary Carter Andrues
Title: Attorney at Law

APPROVED AS TO FORM:

Risk Management

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

By: 
Ray Aromatorio, Risk Manager

By: 
Deputy