

AMENDMENT TO AGREEMENT FOR SERVICES OF SPECIAL COUNSEL

(Property Tax Assessment Appeals and Litigation)

The AGREEMENT FOR SERVICES OF SPECIAL COUNSEL (the "Agreement") made and entered into as of July 10, 2012 by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California (the "County") and KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD, A LAW CORPORATION ("Attorney" herein) is amended as follows:

1. Term

The term of this Agreement shall be from July 10, 2012 through and including June 30, 2014.

4. Continuing Duty of Representation

June 30, 2013 is amended to June 30, 2014.

5. Compensation

In consideration for the services to be provided pursuant to this Agreement, the County shall pay to Attorney the following:

a. Fees for Professional Services

Title	Rate
Brett L. Price or Other Shareholders	\$240/hour
Principal Attorneys	\$215/hour
Senior Associates (4+ years experience)	\$200/hour
Associates (up to 4 years experience)	\$190/hour
Legal Assistants/Law Clerks	\$115/hour

All other terms remain unchanged.

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

COUNTY OF SANTA BARBARA

By: _____
Salud Carbajal, Chair, Board of Supervisors

Date: _____

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

CONTRACTOR
KRONICK MOSKOVITZ TIEDEMAN &
GIRARD, a Law Corporation

By: _____
Deputy Clerk

By: _____
Brett L. Price, FEIN 94-2174974

Date: _____

Date: _____

APPROVED AS TO FORM:

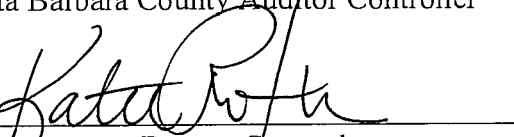
DENNIS A. MARSHALL
County Counsel

By: 
Deputy Counsel

Date: 9/24/2013

APPROVED AS TO ACCOUNTING FORM:

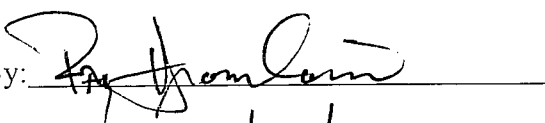
ROBERT W. GEIS, CPA
Santa Barbara County Auditor Controller

By: 
Deputy Counsel

Date: 9/24/13

APPROVED AS TO INSURANCE FORM:

Ray Aromatorio, Risk Manager


By: 
Date: 9/25/13

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

CONTRACTOR
KRONICK MOSKOVITZ TIEDEMAN &
GIRARD, a Law Corporation

By: _____
Deputy Clerk

Date: _____

By:  _____
Brett L. Price, FEIN 94-2174974

Date: 7/25/13

APPROVED AS TO FORM:

DENNIS A. MARSHALL
County Counsel

By: _____
Deputy Counsel

Date: _____

APPROVED AS TO ACCOUNTING FORM:

ROBERT W. GEIS, CPA
Santa Barbara County Auditor Controller

By: _____
Deputy Counsel

Date: _____

APPROVED AS TO INSURANCE FORM:

Ray Aromatorio, Risk Manager

By: _____

Date: _____

AGREEMENT FOR SERVICES OF

SPECIAL COUNSEL

(Property Tax Assessment Appeals and Litigation)

THIS AGREEMENT FOR SERVICES OF SPECIAL COUNSEL (the "Agreement" herein) is made and entered into effective as of this 10th day of July, 2012, by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California (the "County" herein), and KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD, A LAW CORPORATION ("Attorney" herein).

Recitals

WHEREAS, the Santa Barbara County Assessor ("Assessor" herein) and the County require advice and representation by special private counsel in connection with proceedings before the Santa Barbara County Assessment Appeals Board (the "Board" herein) in relation to various applications for changed assessment now pending before the Board, which have been previously litigated before the Board, and which may be filed with the Board in the future (the "Appeals" herein), appeal(s) from determinations of the Board therein, resulting or related litigation and various other property tax matters;

WHEREAS, the Santa Barbara County Board of Supervisors, under the provisions of Section 31000 of the Government Code, is empowered to contract for special legal services;

WHEREAS, the Santa Barbara County Board of Supervisors has determined that the Assessor and the County should be advised and represented by special private counsel in proceedings before the Board, appeals therefrom, in resulting or related litigation, and in various other property tax matters because of actual, potential or apparent conflicts of interest, the complex and technical nature of such matters, and the skill, experience and competence of Attorney in relation to such matters; and,

WHEREAS, Attorney is specially trained, skilled, experienced, and competent to perform the special legal services required by the Assessor and the County, and the Assessor and the County desire to retain the services of Attorney pursuant to the terms, covenants, and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and terms contained herein, it is agreed as follows:

1. Term.

The term of this Agreement shall be from July 10, 2012 through and including June 30, 2013, unless terminated earlier by the parties pursuant to the provisions of paragraph 11 herein.

2. Employment of Attorney.

2.1 The County does hereby engage, retain and contract with Attorney to provide legal services as special counsel to the Assessor and/or the County, as the case may require, to advise and/or represent the Assessor in Appeals before the Board and any resulting or related litigation; to advise and/or represent the Assessor and/or the County in any appeal therefrom or any action,

proceeding, hearing or litigation related thereto; and, to advise and/or represent the Assessor and/or the County in such other matters as the Assessor and/or the County may deem necessary or advisable.

2.2 Attorney accepts such employment and agrees to perform and provide the legal services required by this Agreement in accordance with the terms and conditions hereof. Attorney agrees to represent and/or advise the Assessor and/or the County in those matters assigned to Attorney by the Assessor and/or the County, as the case may be, to the best of Attorney's ability.

2.3 It is further understood and agreed that Attorney shall be under no contractual or ethical obligation to provide further legal services or incur costs pursuant to this Agreement once the total amount paid to Attorney hereunder equals or exceeds the Budgetary limit provided in paragraph 6 hereof; and Attorney shall not proceed or provide further legal services or costs unless an appropriate written amendment is entered into by the County and Attorney increasing said Budgetary limit.

3. legal Services.

In cases assigned to Attorney/ the services to be provided by Attorney shall include prehearing research, discovery, pleadings/ investigation, interviews, meetings, negotiations, advice, review of documents, records, transcripts and evidence, and preparation necessary to the full and effective presentation of the Assessor's and/or the County's case, as well as representation of the Assessor during hearings and post-hearing proceedings before the Board and the Assessor and/or County before the Courts of the State of California or the State Board of Equalization concerning said matters and any litigation related thereto or resulting therefrom. Attorney shall provide such further services to the Assessor and/or County as may be incidental or related to the services expressly set forth in this paragraph, or as may be requested by the Assessor and/or the County, from time to time, in relation to any matter in which the Assessor and/or the County desires the assistance of Attorney.

4. Continuing Duty of Representation.

This Agreement is drafted with a term to coincide with the annual appropriations cycle of County government. In the event that the services contemplated by this Agreement are not completed by June 30, 2013, the parties agree to execute a new agreement at that time to embrace the services remaining to be performed on the same terms and conditions as set forth herein, except that new hourly rates may be negotiated by the parties.

5. Compensation.

In consideration for the services to be provided pursuant to this Agreement, the County shall pay to Attorney the following:

a. Fees for Professional Services

Title	Rate
Brett L. Price or Other Shareholders	\$240/hour
Principal Attorneys	\$210/hour
Senior Associates (4+ years experience)	\$195/hour
Associates (up to 4 years experience)	\$185/hour
legal Assistants/law Clerks	\$110/hour

Such rates shall apply to all services performed by Attorney, including, but not limited to, investigation, research, evaluation, consultation, travel, preparation, negotiation, meetings, pleadings, briefing, and appearances at proceedings before the Board/ the State Board of Equalization and any Court(s).

b. Reimbursement of Costs:

The County shall reimburse Attorney for all costs incurred or advanced by Attorney in providing the services herein described. Said costs shall include, but are not limited to, expenses for travel, lodging, meals, photocopies, long distance telephone calls, reporter's transcript(s) of all proceedings, filing fees, witness fees and costs for lay or expert witnesses, and such other costs as are reasonably necessary for the preparation, presentation or defense of the Appeals, any litigation resulting, related or incidental thereto, any appeal or litigation resulting or arising therefrom, and any other matter(s) for which Attorney is requested to provide services by the Assessor and/or the County.

6. Maximum Compensation.

6.1 The County establishes a Budgetary Limit on this Agreement in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) (the "Budgetary Limit" herein) for services to be performed by Attorney pursuant to this Agreement. Both parties will adhere to the fiscal limitations of this Agreement, and no work shall be performed by Attorney which would cause his total billings to exceed this Budgetary Limit, except upon amendment of this Agreement, executed and approved by the parties. Once the Budgetary Limit is reached, Attorney shall have no contractual or ethical obligation to render further services or to incur further costs until an appropriate amendment to this Agreement is executed increasing said Budgetary Limit.

6.2 In keeping with the County's desire to control costs, Attorney agrees to inform the Assessor or the County at least forty-five (45) days in advance of the time that Attorney estimates the services and costs provided hereunder may equal or exceed the Budgetary Limit. Such notice is to be provided in order to allow the parties adequate time to complete any evaluation or projection(s) which may be needed and to formulate an appropriate amendment of the Budgetary Limit payable under this Agreement. Attorney and County agree that, other than the Budgetary Limit, the terms and conditions set forth in this Agreement shall continue in full force and effect in the event that an amendment to this Agreement is necessary for the purpose of raising the Budgetary Limit.

7. Statement for Services Rendered.

Attorney shall render monthly statements to the County for services rendered and costs incurred or advanced during the period of representation of Attorney. Such statements shall reasonably set forth the time spent by Attorney, a general statement of the work performed, and an itemization of costs incurred or advanced. Said statements shall be submitted to the Assessor for processing for payment, in those cases in which the Assessor is a party, or to County Counsel in all other cases, and the Assessor or County Counsel, as the case may be, shall take reasonable steps necessary to assure prompt payment of Attorney.

8. Records.

8.1 Attorney shall keep accurate records of all time expended, the rates applicable to the time expended, and all costs incurred in the performance of this Agreement, and such records shall be subject to inspection and audit by the County at reasonable times and shall be maintained for four years following termination of this Agreement. The parties acknowledge that Attorney's books and records contain privileged and confidential information concerning other clients of Attorney which is subject to

the "Attorney-Client" privilege and is required to be kept in confidence by Attorney. In disclosing billing records in connection with any County audit, Attorney shall be entitled to withhold or mask any entry in the records provided for audit purposes which would relate to, identify or which would tend to identify any other client of Attorney, or which would disclose any work done for other clients of Attorney. This provision is intended by the parties to preserve the confidentiality of such other clients of Attorney and to prevent the exposure of Attorney and such other clients of Attorney to embarrassment, damage or loss.

8.2 Whenever requested by the Assessor or County Counsel, Attorney shall prepare a written report, within thirty (30) days of such request, setting forth Attorney's evaluation of the case(s) for which such a report is requested and Attorney's best estimate of the services to be performed in connection with such matter(s) in the future, or during a time period to be specified by Assessor or County Counsel, the number of hours such services are reasonably estimated to require and the costs reasonably anticipated to be incurred in connection therewith.

9. Control of Board Proceedings.

The Assessor shall have exclusive control of Attorney in providing legal services relating to matters before the Board or to which the Assessor is a party; provided, however, that Attorney shall determine the necessity of conducting discovery, investigation, research and preparation, including the nature and extent thereof, and the employment of experts so as to prepare adequately for the presentation of the Assessor's case. Attorney agrees to consult with the Assessor on major decisions or issues which may substantially affect the outcome of any such matter for which Attorney is providing legal services. The Assessor shall make the final decision as to the assessment values and any settlement and/or other disposition of such proceedings.

10. Confidentiality.

The Attorney's services, advice and representation shall be provided exclusively to the Assessor and/or the County, as the case may be; and all records, data, and information coming into Attorney's possession or knowledge from the County or the Assessor, his personnel or his appraisal consultants during the course of Attorney's performance of services hereunder, shall be maintained in strictest confidence, except as needed or required for case preparation or presentation, and shall not be disclosed or furnished to any person, firm, or agency without the express consent of the County or the Assessor, or upon the order of a court.

11. Termination.

This Agreement may be terminated at any time by either party hereto upon the terminating party giving ten (10) days written notice of such termination to the other party; provided, however, that County shall not terminate this Agreement as to then pending proceedings in which the Assessor is a party without first notifying the Assessor of its intention, nor until Attorney has had a reasonable opportunity to withdraw as counsel of record in all such then pending matters. In the event of termination by Attorney, the Assessor and/or the County shall be given sufficient notice to enable them to obtain the services of other counsel, and Attorney shall take appropriate steps to continue legal services to the Assessor and/or the County as required to protect their interests until the services of other counsel are obtained. Upon termination or Attorney's withdrawal as counsel pursuant to the provisions of this Paragraph 11, Attorney shall receive final payment for all services rendered and costs incurred upon presentation of final statements to the Assessor or the County.

12. Conflict of Interest:

12.1 The Assessor and/or the County will outline to Attorney the matters involved in the Appeals, any related litigation and in other matters assigned to Attorney and will identify the parties, business entities and consulting firms associated therewith, and Attorney will determine whether there will be a conflict with the Assessor's and/or the County's interests in providing legal services for and on behalf of the Assessor and/or the County under this Agreement.

12.2 In the event a presently unknown and unavoidable conflict does arise during the course of Attorney's employment, Attorney shall so notify the Assessor and/or the County, as the case may require, and unless the Assessor and/or the County shall consent to the continued representation by Attorney, Attorney shall withdraw as counsel for Assessor and/or the County as to the specific matter involving the conflict.

12.3 During the term of this Agreement, Attorney agrees not to undertake additional representation on behalf of other clients which would place Attorney in a position adverse to the Assessor or the County.

13. Independent Contractor Status.

It is understood and agreed that Attorney is herewith retained in the capacity of an independent contractor practicing its profession and not as an officer, employee or agent of the County or the Assessor, and that Attorney is acting as an independent contractor in the performance of any services, work, or duties to or for the Assessor and/or the County. Attorney shall not be entitled to participate in any pension plan, insurance plan, bonus, or other similar benefits which the Assessor or the County may provide to its employees.

14. Insurance and Indemnification.

14.1 Attorney shall indemnify, hold harmless and defend the Assessor, the County, and its officers, agents and employees against any claims and pay any judgments obtained against the Assessor, the County or its officers, agents and employees for any injuries or other damages suffered by any party arising out of or in connection with a negligent act or omission of Attorney, its agents or employees, in the performance of its duties or obligations hereunder; but excluding liability resulting from any negligence or any willful or deliberate misconduct of the Assessor, the County, or its officers, agents, attorneys, representatives and employees.

14.2 Attorney shall maintain in force at all times during the entire term of this Agreement a policy or policies of general liability insurance issued by a reliable insurance company authorized to transact insurance business in the State of California with coverage of not less than one million dollars (\$1,000,000) aggregate covering injury to or death of any person or persons and property damage. Attorney shall deliver certificates of insurance evidencing the maintenance of such insurance coverage to the County within fifteen (15) days of a request therefor by the Assessor or the County.

15. Compliance with Applicable laws.

In the performance of services pursuant to the terms and provisions of this Agreement, Attorney shall comply with all applicable federal, state, county and municipal laws, regulations, rules and ordinances, including, but not limited to, the Workers' Compensation laws of the State of California, and all applicable federal, state, and local laws, rules and regulations relating to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or handicap.

16. Expert Consultants.

The Assessor and the County recognize that it may be necessary to engage the services of expert consultants at the expense of the County in the evaluation, preparation, handling and presentation of the Assessor's case, and the County agrees to consider Attorney's reasonable recommendations in that regard. The County itself may contract for such consultants' services, or authorize Attorney to enter into agreements for such services, in which event Attorney will be reimbursed by the County for all fees, costs and expenses so incurred.

17. Cooperation of Assessor.

17.1 The Assessor recognizes that it is essential for his office to cooperate fully with Attorney in connection with the preparation and presentation of any case in which the Assessor is a party. In connection therewith, the Assessor agrees to provide any and all data, information and documentation reasonably requested by Attorney and, further, to provide adequate personnel from the Assessor's Office to assist Attorney in the evaluation, preparation, handling and presentation of such matters.

17.2 The Assessor and the County further acknowledge and agree that, without prior authorization of Attorney, neither the Assessor, his/her staff nor his/her appraisal consultants shall provide any applicant/taxpayer with information (oral or documentary), nor participate in discussions with applicant's/taxpayer's representatives, attorneys and consultants except in the presence of or with the consent of Attorney. It is intended that this procedure will be in the best interests of the Assessor and the County in avoiding unnecessary misunderstandings and disputes over statements made outside of the proceedings and will allow Attorney to discharge its responsibilities as to proceedings in which the Assessor is a party.

18. Resolution of Billing and Payment Questions.

In order to assist the parties in resolving any questions which may arise as the result of the presentation of any billing statement in this matter or to resolve any questions or problems with the payment of compensation on billing statements which are not disputed by the County, the County designates the Assessor or his designee in all cases in which the Assessor is a party, or County Counsel or his designee in all other cases, as its contract administrator under this Agreement. Said contract administrator shall properly take all reasonable actions as may be necessary or appropriate to resolve any financial questions or disputes as may arise in the performance of this Agreement.

19. Assignment

Except as otherwise set forth herein, no party hereto shall assign or transfer any right, interest, duty or obligation under this Agreement without the written consent of the other; and no such assignment or transfer shall be of any force or effect, whatsoever, unless and until the other party shall have so consented.

20. Entire Agreement, Modification and Waivers

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, understandings, negotiations and discussions, whether oral or written, of the parties, including, among others, any and all prior Agreements For Services of Special Counsel entered into by and between the parties hereto; and there are no warranties, representations or agreements between the parties in connection with the subject matter hereof except as set forth or referred to herein. No supplement, modification, waiver, amendment or termination of this Agreement, or any provision thereof, shall be

binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

21. Attorneys' Fees

In the event of any action for breach or to enforce the provisions hereof, the prevailing party of such action shall be awarded all costs of enforcement of this Agreement, including, but not limited to, reasonable attorney's fees and costs.

22. Notices

Any notices required or desired to be given hereunder shall be in writing and shall be effected by personal delivery or by registered or certified mail, return receipt requested. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after deposit in the United States mail, postage prepaid and properly addressed. Mailed notices shall be addressed as set forth below, unless otherwise specified in a notice given pursuant to this Paragraph 22 as the address for the service of notice:

County: Joseph E. Holland, Assessor
County of Santa Barbara
105 East Anapamu Street, Room 204
Santa Barbara, CA 93101

Dennis A. Marshall, County Counsel
County of Santa Barbara
Attention: Marie A. LaSala
105 East Anapamu Street, Room 201
Santa Barbara, CA 93101

Attorney: Kronick Moskovitz Tiedemann & Girard
Attention: Brett L. Price
5080 California Avenue, Suite 250
Bakersfield, CA 93309

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

COUNTY OF SANTA BARBARA

By: 

DOREEN FARR, CHAIR
BOARD OF SUPERVISORS

Date: 7-10-12

ATTEST:

CHANDRA L WALLAR
CLERK OF THE BOARD

By: 

Deputy Clerk

Date: 7/10/12

CONTRACTOR

KRONICK MOSKOVITZ TIEDEMANN &
GIRARD, a Law Corporation

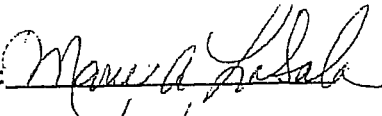
By: 

Brett L. Price, Esq., FEIN 94-2174974

Date: 6/29/12

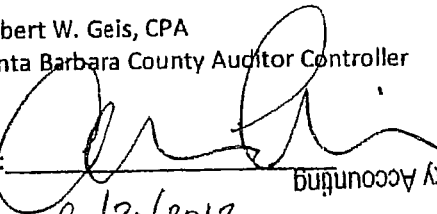
APPROVED AS TO FORM:

Dennis A. Marshall
Santa Barbara County Counsel,

By: 
Date: 6/30/2012

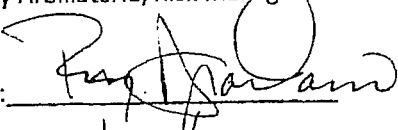
APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Santa Barbara County Auditor Controller

By: 
Date: 6/30/2012
Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

APPROVED AS TO INSURANCE FORM:

Ray Aromatorio, Risk Manager

By: 
Date: 6/29/12

Board Contract Summary

BC BC-13-038

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.....	FY 14/15
D2.	Department Name.....	County Counsel
D3.	Contact Person	Marie LaSala
D4.	Telephone.....	568-2950

K1.	Contract Type (check one):	<input checked="" type="checkbox"/> Personal Service	<input type="checkbox"/> Capital
K2.	Brief Summary of Contract Description/Purpose.....		
K3.	Department Project Number		
K4.	Original Contract Amount.....	\$100,000	
K5.	Contract Begin Date.....	July 10, 2012	
K6.	Original Contract End Date	June 30, 2013 (new end date - June 30, 2014)	
K7.	Amendment? (Yes or No)	Yes	
K8.	- Total Number of Amendments	1	
K9.	- This Amendment Amount	\$0	
K10.	- Total Previous Amendment Amounts	\$0	
K11.	- Revised Total Contract Amount.....	\$100,000 (total amount not changed)	

B1.	Is this a Board Contract? (Yes/No)	yes
B2.	Number of Workers Displaced (if any)	0
B3.	Number of Competitive Bids (if any)	0
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.....	0001
F2.	Department Number	013
F3.	Line Item Account Number.....	7650
F4.	Project Number (if applicable).....	n/a
F5.	Program Number (if applicable)	n/a
F6.	Org Unit Number (if applicable).....	n/a
F7.	Payment Terms.....	net 30

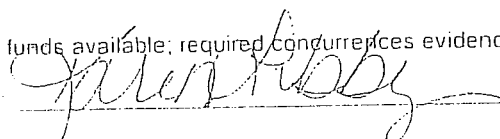
V1.	Auditor-Controller Vendor Number.....	440763
V2.	Payee/Contractor Name	Kronick, Moskovitz, Tiedemann and Girard
V3.	Tax ID	
V4.	Mailing Address	5080 California Ave. Suite 250
V5.	City State (two-letter) Zip (include +4 if known)	Bakersfield, CA 93309
V6.	Telephone Number	(661) 864-3800
V7.	Vendor Contact Person.....	Brett Price
V8.	Workers Comp Insurance Expiration Date	
V9.	Liability Insurance Expiration Date	
V10.	Professional License Number	n/a
V11.	Verified by (print name of county staff)	

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

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

Date: Sept 19, 2013

Authorized Signature



Revised 9/12/2013