

SBCAG STAFF REPORT

SUBJECT: Outside Counsel Services

MEETING DATE: March 15, 2018

AGENDA ITEM: 4D

STAFF CONTACT: Bobbi Didier

RECOMMENDATION:

Approve and authorize the Chair to sign a Second Amendment to the Agreement for Professional Services with Remy Moose Manley LLC for litigation services for the term of February 16, 2017 to June 30, 2018 to increase the Agreement amount by \$60,000 for a revised total amount not to exceed \$150,000.

DISCUSSION:

County Counsel recommends the assistance of outside counsel for special legal services for the South Coast 101 HOV Lanes Project. Outside counsel will provide assistance with California Environmental Quality Act compliance and representation in litigation.

The initial term of the Agreement was set to expire February 16, 2018. A First Amendment extended the Agreement to end June 30, 2018 unless otherwise directed by SBCAG or unless terminated earlier and increased funding by \$50,000. The Second Amendment further increases the funding amount by \$60,000 for a total Agreement amount up to but not to exceed \$150,000. The Executive Director and County Counsel will manage the Agreement subject to the direction of the Board.

The recommended action is not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378 of the CEQA Guidelines.

COMMITTEE REVIEW: None

ATTACHMENT:

- A. First Amendment to the Agreement with Remy, Moose, Manley, LLP

ATTACHMENT A



**AGREEMENT FOR PROFESSIONAL LEGAL SERVICES
BETWEEN
SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS (SBCAG)
AND
REMY MOOSE MANLEY LLP**

Effective March 15, 2018

Pursuant to Paragraph 26 of the Agreement for Professional Legal Services (hereinafter, "Agreement") this **Second Amendment** is made by and between the Santa Barbara County Association of Governments (hereafter, "SBCAG") and Remy Moose Manley LLP (hereafter, "Attorney").

WHEREAS, the Agreement is effective through the end of June 30, 2018 unless otherwise directed by SBCAG or terminated;

WHEREAS, SBCAG and Attorney desire to increase the funding amount of the Agreement and to increase the not to exceed amount;

WHEREAS, this Second Amendment incorporates the terms and conditions set forth in the Agreement approved by the SBCAG Board;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SBCAG and Attorney hereby agree to amend the Agreement as follows:

1. **Amendments.**

Exhibit B, Section A is amended as follows:

For ATTORNEY services to be rendered under this Agreement, ATTORNEY shall be paid a total contract amount, including cost reimbursements, not to exceed \$150,000.00.

2. **Ratifications.** The terms and provisions set forth in this Second Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and Exhibit(s). The terms and provisions of the Agreement, except as expressly modified and superseded by this Second Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

3. **Counterparts.** This Second Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Agreement for Professional Legal Services to be effective on the date executed by SBCAG.

ATTORNEY

By: 
Name: Tiffany Wright
Title: Managing Partner
Date: 01/11/18

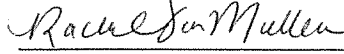
SBCAG

By: _____
Name: Joan Hartmann
Title: Chairperson
Date: _____

Attest:

Marjie Kirn, Executive Officer
By: _____
Clerk of the Board

Approved as to Form:

By: 
Rachel Van Mullem
Chief Assistant County Counsel