

ATTACHMENT A  
FIRST AMENDMENT  
TO  
AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

Pursuant to Paragraph 26 of the Agreement for Professional Legal Services (hereinafter Agreement) between the Santa Barbara County Association of Governments (hereafter SBCAG), and Oliver, Sandifer & Murphy, having its principal place of business at 1230 Rosecrans Avenue, Suite 300, Manhattan Beach, CA 90266 (hereafter ATTORNEY), the SBCAG and ATTORNEY amend the AGREEMENT as follows:

**WHEREAS**, from time to time SBCAG requires advice and representation by private legal counsel in the matter of general real property advisory issues;

**WHEREAS**, the need for such advice and representation often arises quickly and unexpectedly, so that it is in SBCAG's interest to have an agreement with outside counsel under which those services are readily available as needed;

**WHEREAS**, SBCAG under the Ordinance 3, section 29 and Public Utility Code, section 180152 SBCAG has the authority to make contracts and enter into stipulations of any nature whatsoever, either in connection with eminent domain proceedings or otherwise and to do all acts necessary and convenient for the full exercise of its authority; and

**WHEREAS**, ATTORNEY represents that it is specially trained, skilled, experienced, and competent to perform the above-described legal services required by SBCAG and SBCAG desires to retain the services of ATTORNEY pursuant to the terms, covenants, and conditions herein set forth.

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

**A. Paragraph 4 of the AGREEMENT is deleted and replaced in its entirety with:**

4. **TERM.** ATTORNEY shall commence performance October 1, 2017 end performance upon completion of services, but no later than June 30, 2021, unless otherwise directed by SBCAG or unless earlier terminated.

**B. Exhibit A, Statement of Work is deleted and replaced in its entirety with:**

ATTORNEY shall perform legal services advising on general real property issues and all legal services necessary in eminent domain proceedings for such matters as may be authorized by the SBCAG's Board. Projects may require the acquisition of an ownership interest in parcels to be designated by SBCAG's Board. Attorney shall report all progress to SBCAG Designated Representative and, upon request, to the SBCAG Board. 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 SBCAG 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.

Duff Murphy shall be the attorney personally responsible for providing all services hereunder.

**C. Ratifications.** The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First 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.

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

**IN WITNESS WHEREOF**, the undersigned parties have executed this First Amendment and it shall become effective when fully executed by the parties.

ATTORNEY:  
OLIVER, SANDIFER & MURPHY

SBCAG:  
SANTA BARBARA COUNTY  
ASSOCIATION OF GOVERNMENTS

By: \_\_\_\_\_  
Duff Murphy, Partner  
Tax ID Number: 95-2789775

By: \_\_\_\_\_  
Alice Patino, Chair

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

ATTEST:  
Marjie Kirn  
SBCAG Executive Director  
Clerk of the Board

APPROVED AS TO FORM:  
Michael C. Ghizzoni  
County Counsel

By: \_\_\_\_\_

By:  \_\_\_\_\_  
Deputy County Counsel