AMENDMENT NO. 1 TO

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR BETWEEN THE COUNTY OF SANTA BARBARA AND BROWN ARMSTRONG PAULDEN MCCOWN STARBUCK THORNBURGH & KEETER ACCOUNTANCY CORPORATION CONTRACT NO. BC-10-105

RECITALS

WHEREAS, the County of Santa Barbara ("COUNTY"), and Brown Armstrong Paulden McCown Starbuck Thornburgh & Keeter Accountancy Corporation, ("CONTRACTOR"), collectively the "Parties" and individually "Party", entered into an Agreement for Services of Independent Contractor ("Agreement") effective as of February 16, 2010; and

WHEREAS, the Agreement provides for CONTRACTOR, an independent C.P.A. firm, to perform the audits and services described in the Agreement's Exhibit A, Statement of Work, for the fiscal year ended June 30, 2010; and

WHEREAS, Section 4 of the Agreement provides that COUNTY shall have the option to renew the Agreement for CONTRACTOR to provide the same services at the same cost and terms for the fiscal year ending June 30, 2011, and COUNTY wishes to exercise such option to renew; and

THEREFORE, the Parties, for good and sufficient consideration hereto acknowledged, hereby agree as follows:

AGREEMENT

 The COUNTY hereby exercises its option to renew the Agreement for CONTRACTOR to provide the same services at the same cost and terms for the

- fiscal year ending June 30, 2011, and CONTRACTOR agrees to provide such services at the same cost and terms.
- CONTRACTOR shall commence performance on February 15, 2011 for the fiscal year ending June 30, 2011 and end performance upon completion, but no later than February 15, 2012, unless otherwise directed by COUNTY or unless earlier terminated.
- 3. For the services provided for the fiscal year ended June 30, 2011, in the Agreement's Exhibit A, Statement of Work, the references to June 30, 2010 shall be to June 30, 2011. Also in Exhibit A, Section A.(2), the reference to June 30, 2009 shall be to June 30, 2010.
- 4. In Exhibit B, Payment Arrangements, Section A is hereby replaced with the following: "For CONTRACTOR services to be rendered under this contract for the fiscal year ending June 30, 2010, and for the fiscal year ending June 30, 2011, CONTRACTOR shall be paid a contract amount, including cost reimbursements, not to exceed \$148,400.00 per each fiscal year. The total contract amount, including cost reimbursements, is not to exceed \$286,800.00."
- 5. This Amendment No. 1 may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.
- 6. All other provisions of the Agreement remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

SIGNATURES

IN WITNESS WHEREOF, each Party has executed this Amendment No. 1 to

Agreement for Services of Independent Contractor to be effective on the date executed by

COUNTY:

	COUNTY OF SANTA BARBARA
	By: Chair, Board of Supervisors Date:
ATTEST: CHANDRA L. WALLAR CLERK OF THE BOARD	CONTRACTOR
By:	By: SocSec or TaxID Number:
APPROVED AS TO FORM: DENNIS A. MARSHALL COUNTY COUNSEL	APPROVED AS TO ACCOUNTING FORM ROBERT W. GEIS, CPA AUDITOR-CONTROLLER
By: Deputy County Counsel	By: Deputy
	APPROVED AS TO FORM: RISK MANAGEMENT
	By: Risk Management

SIGNATURES

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COUNTY:

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	By: Chair, Board of Supervisors
	Date:
ATTEST: CHANDRA L. WALLAR CLERK OF THE BOARD	CONTRACTOR
By: Deputy	By: SocSec or TaxID Number:
APPROVED AS TO FORM: DENNIS A. MARSHALL COUNTY COUNSEL	APPROVED AS TO ACCOUNTING FORM ROBERT W. GEIS, CPA AUDITOR-CONTROLLER
By: Mulaun Deputy County Counsel	By: Deputy \
	APPROVED AS TO FORM: RISK MANAGEMENT
	By: A a a a a a a a a a a a a a a a a a a