

**FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
between
COUNTY OF SANTA BARBARA PUBLIC HEALTH DEPARTMENT
and
LEGAL AID FOUNDATION OF SANTA BARBARA COUNTY
for the
HUMAN SERVICES PROGRAM
For FY 2007-10**

THIS IS THE FIRST AMENDMENT (hereafter "Amendment One") to the Agreement for Services of Independent Contractor, number BC 08-036, October 16, 2007, made by and between the **County of Santa Barbara**, a political subdivision of the State of California (hereafter COUNTY) and **Legal Aid Foundation of Santa Barbara County** (hereafter CONTRACTOR), having its principal place of business at 301 East Canon Perdido Street, Santa Barbara, CA 93110.

Whereas, the Contract is effective through June 30, 2010;

Whereas, the parties desire to amend the Contract to adjust the compensation amount;

Whereas, this Amendment One incorporates the terms and conditions set forth in the Contract except as modified by this Amendment One;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. **Definitions.** Capitalized terms used in this Amendment One, to the extent not otherwise defined in this Amendment One, shall have the same meanings as in the Contract.

2. **Amendments.**

A) THE CONTRACT IS AMENDED AS FOLLOWS:

5. COMPENSATION OF CONTRACTOR. CONTRACTOR shall be paid for performance under this Amendment One in accordance with the terms of Exhibit B (see original agreement) as revised by this Amendment One .

B) EXHIBIT B IS AMENDED AS FOLLOWS:

Periodic Compensation

A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, **not to exceed \$315,450 \$322,802 for the full term of the Agreement. Total annual payment for services shall not exceed \$105,150 during each Fiscal Year the first Fiscal Year of the three year term and \$108,826 during each of the second and third Fiscal Years of the three year term.**

3. **Ratifications.** The terms and provisions set forth in this Amendment One shall modify and supersede all inconsistent terms and provisions set forth in the Contract. The terms and provisions of the Contract, as expressly modified and superseded by this Amendment One, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable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.

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

IN WITNESS WHEREOF, this Amendment One to the Contract has been executed by parties hereto upon signature by the Clerk of the Board.

COUNTY EXECUTIVE OFFICE
ON BEHALF OF
BOARD OF SUPERVISORS

By: _____
County Executive Officer

Date: _____

APPROVED AS TO FORM:
DANIEL J. WALLACE
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

PUBLIC HEALTH DEPARTMENT
ELLIOT SCHULMAN, M.D.
DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: _____
Director

By: _____
Risk Management

IN WITNESS WHEREOF, this Amendment One to the Contract has been executed by parties hereto upon signature by the Clerk of the Board.

CONTRACTOR

By: _____
SocSec or TaxID Number: ON FILE