

**AMENDMENT NO. 2 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**, COUNTY exercised its option to renew the Agreement to provide the same services for the fiscal year ended June 30, 2011, and COUNTY and CONTRACTOR entered into Amendment No. 1 to the Agreement; 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, 2012, 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**

1. 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, 2012, and CONTRACTOR agrees to provide such services at the same cost and terms.
2. CONTRACTOR shall commence performance on February 15, 2012 for the fiscal year ending June 30, 2012 and end performance upon completion, but no later than February 15, 2013, unless otherwise directed by COUNTY or unless earlier terminated.
3. For the services provided for the fiscal year ended June 30, 2012, in the Agreement's Exhibit A, Statement of Work, the references to June 30, 2010, as amended by Amendment No. 1, shall be to June 30, 2012. Also, in Exhibit A, Section A.(2), the for services pertaining to fiscal year ended June 30, 2012, the first sentence shall be replaced by the following: "CONTRACTOR's audit shall include all funds included in COUNTY's June 30, 2011 Comprehensive Annual Financial Report including additional funds COUNTY may reasonably establish or determine to be included in COUNTY's Comprehensive Annual Financial Report during the year ending June 30, 2012.
4. In Exhibit B, Payment Arrangements, Section A, as amended by Amendment No. 1, is hereby replaced with the following: "For CONTRACTOR services to be rendered under this Agreement pertaining to the fiscal years ending June 30,

2010, June 30, 2011, and June 30, 2012, 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 \$445,200.00.”

5. This Amendment No. 2 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. 2 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: \_\_\_\_\_  
Deputy

By: W. Ki  
SocSec or TaxID Number: 95-3109182

APPROVED AS TO FORM:  
DENNIS A. MARSHALL  
COUNTY COUNSEL

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

By: Dennis Marshall  
Deputy County Counsel

By: Robert W. Geis  
Deputy

APPROVED AS TO FORM:  
RISK MANAGEMENT

By: [Signature]  
Risk Management