

Attachment A

First Amendment to Agreement for Professional Legal Services

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

This First Amendment to the Agreement for Professional Legal Services, referenced as BC19374, ("AGREEMENT") is made by and between the County of Santa Barbara ("COUNTY") and Lewis Brisbois Bisgaard & Smith LLP ("CONTRACTOR"), wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, COUNTY continues to require the services of legal counsel to assist in providing legal advice and representation in the specialized area of insurance law, including insurance coverage issues; and

WHEREAS, under Section 25203 of the California Government Code, COUNTY's Board of Supervisors may employ counsel to assist in the conduct of litigation in which COUNTY is a party; and

WHEREAS, Paragraph 26 of the AGREEMENT states the AGREEMENT may be altered, amended or modified by an instrument in writing, executed by the Parties; and

WHEREAS, COUNTY wishes to increase the maximum contract amount by One Hundred Thousand dollars (\$100,000); and

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

The Parties agree to amend the AGREEMENT as follows:

1. Section 2 – Notices is revised to state:

To COUNTY: Amber Holderness
Division Chief
Office of Santa Barbara County Counsel
105 East Anapamu Street, #201
Santa Barbara, CA 93101
Fax (805) 568-2982

To CONTRACTOR: Alan Swerdlow, Esq.
Lewis Brisbois Bisgaard & Smith LLP
333 Bush Street, Suite 1100
San Francisco, CA 94104
Fax (415) 434-0882

2. Exhibit B, Paragraph A is revised to state:

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed Two Hundred Thousand dollars (\$200,000).

3. In all other respects, the AGREEMENT remains unchanged and in full effect.

**(First Amendment to Agreement for Services of Independent Contractor between
County of Santa Barbara and Lewis Brisbois Bisgaard & Smith LLP)**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

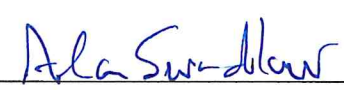
RECOMMENDED FOR APPROVAL:

County Counsel

CONTRACTOR:

Lewis Brisbois Bisgaard & Smith LLP

By: 
Michael C. Ghizzoni, County Counsel

By: 
Authorized Representative
Name: Alan Swerdlow
Title: Attorney at Law

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

BETSY M. SCHAFFER, CPA, CPFO
Auditor-Controller

By: 
Amber Holderness, Division Chief

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Ray Aromatorio, Risk Manager

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County of Santa Barbara and Lewis Brisbois Bisgaard & Smith LLP)**

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Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

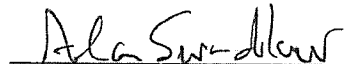
RECOMMENDED FOR APPROVAL:

County Counsel

CONTRACTOR:

Lewis Brisbois Bisgaard & Smith LLP

By: 
Michael C. Ghizzoni, County Counsel

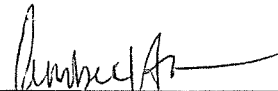
By: 
Authorized Representative
Name: Alan Swerdlow
Title: Attorney at Law


APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

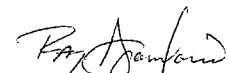
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By: 
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APPROVED AS TO FORM:

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By: 
Ray Aromatorio, Risk Manager