

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

Pursuant to Paragraph 23 of the Agreement for Professional Legal Services (hereinafter AGREEMENT) between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY), and OLIVER, SANDIFER & MURPHY, having its principal place of business at 281 South Figueroa Street, Second Floor, Los Angeles, California 90012 (hereafter ATTORNEY), the COUNTY and ATTORNEY amend the AGREEMENT as follows:

Paragraph 1 of the AGREEMENT is amended to read as follows:

1. **DESIGNATED REPRESENTATIVE.** Deputy County Counsel Johannah Hartley at phone number 805-568-2950 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Duff Murphy at phone number 213-621-2000 is the authorized representative for ATTORNEY. Changes in designated representatives shall be made only after advance written notice to the other party.

Paragraph 2 of the AGREEMENT is amended to read as follows:

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as agreed upon by the parties, as follows:

To COUNTY: Johannah Hartley
 Office of County Counsel
 County of Santa Barbara
 105 East Anapamu Street, #201
 Santa Barbara, California, 93101

To ATTORNEY: Duff Murphy
 Oliver, Sandifer & Murphy
 281 South Figueroa Street, Second Floor
 Los Angeles, California 90012

or at such other address or to such other person that the parties may from time to time designate in writing. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

Exhibit B, Paragraph A, of the AGREEMENT is amended to read as follows:

A. Unless previously agreed in writing by COUNTY, DUFF MURPHY shall be the attorney personally responsible for providing all services hereunder. For ATTORNEY services to be rendered under this AGREEMENT, ATTORNEY shall be paid a total contract amount, including cost reimbursements, not to exceed \$100,000.00.

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

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

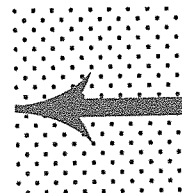
COUNTY OF SANTA BARBARA

By: _____
STEVE LAVAGNINO
Chair, Board of Supervisors

Date: _____

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

ATTORNEY:
OLIVER, SANDIFER & MURPHY



By: _____
Deputy

By: *Duff Murphy*
DUFF MURPHY, Partner
Tax ID Number: 95-2789775

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

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

By: *Michael C Ghizoni*
Deputy County Counsel

By: *Kate Rife*
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO,
RISK PROGRAM ADMINISTRATOR

By: *Ray Aromatorio*
Risk Program Administrator

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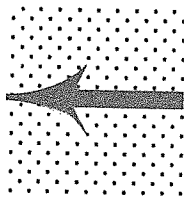
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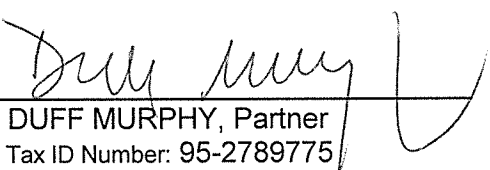
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ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

ATTORNEY:
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By: _____
Deputy

By: 
DUFF MURPHY, Partner
Tax ID Number: 95-2789775

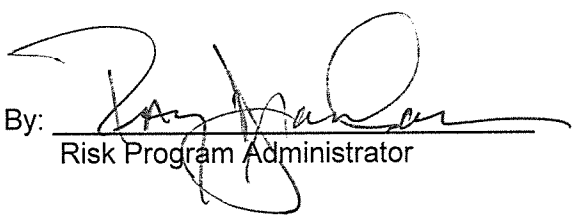
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