

ATTACHMENT A

**Amendment No. 1 to The
Gordian Group, Inc., a
Georgia corporation
registered to do business
in California as The Mellon
Group**

**Professional Services
Agreement**

BC20198

AMENDMENT No. 1 to PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 1 to Professional Services Agreement ("First Amendment") is entered into by and between THE COUNTY OF SANTA BARBARA ("County") and The Gordian Group, Inc., a Georgia corporation registered to do business in California as The Mellon Group ("Consultant").

WHEREAS, the parties hereto are parties to that certain **Professional Services Agreement BC20198** dated September 22, 2020 ("Agreement"); and

WHEREAS, the parties hereto desire to amend the Agreement in order to (i) increase the Maximum Compensation Limit and (ii) extend the Term.

NOW, THEREFORE, County and CONTRACTOR agree as follows:

1. Part 2.02 of the Agreement is hereby amended by replacing Part 2.02 to read in its entirety as follows:

"2.02 Maximum Compensation:

A. The sum of all Project Agreements issued pursuant to this PSA shall not exceed One Million, Two Hundred Fifty Thousand Dollars (\$1,250,000) ("Maximum Compensation Limit"). If Consultant performs services or incurs expenses beyond the Maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense."

2. Part 2.03 of the Agreement is hereby amended by replacing Part 2.03 to read in its entirety as follows:

"2.03 Term:

A. This Agreement is effective as of September 22, 2020, and shall remain in effect until November 30, 2025 ("Term"), unless earlier terminated in accordance with Part 11 of this Agreement."

3. Except as amended by Sections 1 and 2 of this First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.
4. Each of the parties hereto hereby represents and warrants to the other party that:
 - (a) Such party has the full right, power, and authority to enter into this First Amendment and to perform its obligations hereunder and under the Agreement as amended by this First Amendment.
 - (b) The execution of this First Amendment by the individual whose signature is set forth at the end of this First Amendment on behalf of such party, and the delivery of this First Amendment by such party, have been duly authorized by all necessary action on the part of such party.
 - (c) This First Amendment has been executed and delivered by such party and (assuming due authorization, execution, and delivery by the other party hereto) constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
5. This First Amendment may be executed electronically and in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one executed original instrument.

COUNTY SIGNATURE PAGE

Amendment No. 1 to the Agreement for Services of Independent Contractor **BC20198** between the **County of Santa Barbara** and **The Gordian Group, Inc., a Georgia corporation registered to do business in California as The Mellon Group**

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of the first date fully executed by all of the parties hereto.

ATTEST:

MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA

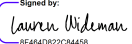
By: _____
LAURA CAPPS, CHAIR
Board of Supervisors

Date: _____

ADDITIONAL COUNTY SIGNATURE PAGE

APPROVED AS TO FORM:

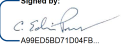
RACHEL VAN MULLEM
COUNTY COUNSEL

By:  Signed by:
LAUREN WILMAN
2014040822C84428

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:


BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By:  Signed by:
BETSY SCHAFFER
A99ED5B071D04FB

Deputy

APPROVED AS TO FORM:

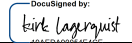
GREG MILLIGAN
RISK MANAGER

By:  DocuSigned by:
GREGORY MILLIGAN
2014040822C84428

Risk Manager

RECOMMENDED FOR APPROVAL:

KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

By:  DocuSigned by:
KIRK LAGERQUIST
2014040822C84428

Department Head