

**AMENDMENT NO. 1 TO**  
**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**BETWEEN THE COUNTY OF SANTA BARBARA AND**  
**BROWN ARMSTRONG ACCOUNTANCY CORPORATION**  
**CONTRACT NO. BC-16-220**

**RECITALS**

**WHEREAS**, the County of Santa Barbara (“COUNTY”), and Brown Armstrong Accountancy Corporation, (“CONTRACTOR”), collectively the “Parties” and individually “Party”, entered into an Agreement for Services of Independent Contractor (“Agreement”) effective as of December 15, 2015; 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, 2016; 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, 2017, 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, 2017, and CONTRACTOR agrees to provide such services at the same cost and terms.
2. CONTRACTOR shall commence performance on February 16, 2017 for the fiscal year ending June 30, 2017 and end performance upon completion, but no later than

February 15, 2018, unless otherwise directed by COUNTY or unless earlier terminated.

3. For the services provided for the fiscal year ended June 30, 2017, in the Agreement's Exhibit A, Statement of Work, the references to June 30, 2016, as amended by Amendment No. 1, shall be to June 30, 2017. Also, in Exhibit A, Section A.(2), for the services pertaining to fiscal year ended June 30, 2016, the first sentence shall be replaced by the following: "CONTRACTOR's audit shall include all funds included in COUNTY's June 30, 2016 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, 2017.
4. In Exhibit A, Section A.(9), "June 2015" is replaced with "most recent applicable version".
5. In Exhibit B, Payment Arrangements, Section A, is hereby replaced with the following: "For CONTRACTOR services to be rendered under this Agreement pertaining to the fiscal years ending June 30, 2016, and June 30, 2017, CONTRACTOR shall be paid a contract amount, including cost reimbursements, not to exceed \$147,000.00 per each fiscal year. The total contract amount, including cost reimbursements, is not to exceed \$294,000.00."
6. This Amendment No. 1 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.
7. 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. 1 to Agreement for Services of Independent Contractor to be effective on the date executed by COUNTY.

**ATTEST:**  
MONA H. MIYASATO  
CLERK OF THE BOARD

**COUNTY:**

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
CHAIR, BOARD OF  
SUPERVISORS

Date: \_\_\_\_\_

**RECOMMENDED FOR  
APPROVAL:**  
OFFICE OF THE AUDITOR-  
CONTROLLER

**CONTRACTOR:**  
BROWN ARMSTRONG  
ACCOUNTANCY CORPORATION

By: \_\_\_\_\_  
Department Head

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

**APPROVED AS TO ACCOUNTING  
FORM:**  
THEODORE A. FALLATI, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**  
RAY AROMATORIO  
RISK PROGRAM MANAGER

By: \_\_\_\_\_  
Risk Program Manager