## FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR BY AND BETWEEN COUNTY OF SANTA BARBARA AND FEDERAL ENGINEERING, INC.

THIS FIRST AMENDMENT ("First Amendment") to Agreement for Services of Independent Contractor is made by and between the County of Santa Barbara, a political subdivision of the State of California ("County"), and Federal Engineering, Inc., a Maryland corporation ("Contractor") registered to do business in California, whose principal place of business is located at 10560 Arrowhead Drive, Suite 100, Fairfax, VA 22030.

WHEREAS, the County and Contractor are parties to that certain Agreement for Services of Independent Contractor BC21095 dated July 13, 2021 ("Agreement"); and

WHEREAS, the County and Contractor desire to amend the term of the Agreement to extend the term until June 30, 2026.

**Now, THEREFORE**, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree to amend the Agreement as follows:

1. Section 4 of the Agreement to read in its entirety as follows:

"The term of this Agreement shall commence on July 13, 2021, and shall terminate on June 30, 2026, unless earlier terminated in accordance with the provisions of this Agreement ("Term"). Contractor shall complete performance of all of the services set forth in the Statement of Work attached hereto as EXHIBIT A during the Term."

- 2. <u>Effectiveness of Agreement</u>. Except as expressly modified by Section 1 above, all of the provisions of the Agreement remain in full force and effect.
- 3. <u>Authority</u>. Each of the parties hereto represents and warrants that such party's respective signatories to this First Amendment have the power and authority to enter into this First Amendment in the capacities set forth in such party's signature block(s), below, and such party has fully complied with all formal requirements necessary for such party to enter into this First Amendment, and for this First Amendment to be legally binding on such party. Contractor hereby certifies and warrants that entering into this First Amendment shall not cause Contractor to breach the terms or conditions of any other contract or agreement to which Contractor is a party or which is otherwise binding on Contractor.
- 4. <u>Counterparts.</u> This First Amendment may be executed in several counterparts, all of which taken together shall be deemed to be originals and shall constitute a single agreement between the parties hereto.

First Amendment to Agreement for Services of Independent Contractor BC21095

Amendment No. 1 to the Agreement for Services of Independent Contractor Federal Engineering, Inc., between the County of Santa Barbara and Federal Engineering, Inc.

**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.

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ATTEST:	COUNTY OF SANTA BARBARA:
Mona Miyasato County Executive Officer	
Clerk of the Board	
By: Clerk Deputy Clerk	By: Steve Lavagnino, Chair Board of Supervisors
December 1 1 for A	Date: 5-14-24
Recommended for Approval	
Information Technology Department Chris Chirgwin	
By: Chief Information Officer	
APPROVED AS TO FORM:	APPROVED AS TO ACCOUNTING
Rachel Van Mullem	FORM: Betsy M. Schaffer, CPA
County Counsel	Auditor-Controller
By: Lawren Wideman	By:  DocuSigned by:  By:
Deputy County Counsel	Deputy
APPROVED AS TO FORM:	
Greg Milligan, ARM	
Risk Management	
DocuSigned by:	
By: Samantha Francis	

First Amendment to Agreement for Services of Independent Contractor BC21095

## **CONTRACTOR SIGNATURE PAGE**

Amendment No. 1 to the Agreement for Services of Independent Contractor Federal Engineering, Inc., between the County of Santa Barbara and Federal Engineering, Inc.

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

**CONTRACTOR** 

Federal Engineering, Inc., a Maryland corporation

By: Ronald F. Bosco

Ronald F. Bosco

President