

**FIRST AMENDMENT TO AGREEMENT**  
between  
**COUNTY OF SANTA BARBARA**  
and  
**LEGACY PHILANTHROPY WORKS**  
for  
**DATA DASHBOAD SUPPORT FOR COVID-19 COMMUNITY RESPONSE**

**FIRST AMENDMENT**

**Effective January 1, 2022**

**THIS IS THE FIRST AMENDMENT** (hereafter referred to as First Amendment) to the Legacy Philanthropy Works Agreement to provide support of the data dashboard and its component parts for COVID-19 response in the County of Santa Barbara (hereafter Agreement), by and between the County of Santa Barbara (COUNTY) and Legacy Philanthropy Works (hereafter CONTRACTOR).

**WHEREAS**, the Agreement is effective through December 31, 2021 unless otherwise unless earlier terminated; and

**WHEREAS**, the parties desire to amend the Agreement to extend the term; and

**WHEREAS**, Section 25 requires the parties amend the Agreement by an instrument of writing and executed by the parties and by no other means; and

**WHEREAS**, this First Amendment incorporates the terms and conditions set forth in the Agreement approved by the County of Santa Barbara.

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

1. **Definitions.** Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendment. Agreement Section 4 “Term”** is deleted and replaced in its entirety with:  
CONTRACTOR shall commence performance on November 1, 2020 and end performance upon completion, but no later than June 30, 2022 unless otherwise directed by COUNTY or unless earlier terminated. This Agreement cancels, nullifies, and supersedes Purchase Order No. CN24395 which included a term of November 1, 2020 through April 30, 2021.
3. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.
4. **Effectiveness of Agreement.** The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding, and enforceable obligations of the Parties.

First Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Legacy Philanthropy Works**.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to be effective January 1, 2022.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

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

**COUNTY OF SANTA BARBARA:**

Joan Hartmann

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

**RECOMMENDED FOR APPROVAL:**

Van Do-Reynoso, MPH, PhD  
Public Health Director

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

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

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

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

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

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Risk Management

First Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Legacy Philanthropy Works**.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to be effective January 1, 2022.

**CONTRACTOR:**  
**Legacy Philanthropy Works**

By: \_\_\_\_\_  
Carl Palmer

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

Title: \_\_\_\_\_  
Executive Director