SECOND 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 4 of the AGREEMENT is amended to read as follows:

4. <u>**TERM.</u>** ATTORNEY shall commence performance upon execution of this agreement by both parties and end performance upon completion of service, no later than January 1, 2016, unless otherwise directed by COUNTY. This contract may be earlier terminated by COUNTY as provided herein.</u>

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 \$200,000.00.

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

ATTORNEY: OLIVER, SANDIFER & MURPHY

By: _

STEVE LAVAGNINO Chair, Board of Supervisors By: _____

DUFF MURPHY, Partner Tax ID Number: 95-2789775

Date:

By: ____

ATTEST: MONA MIYASATO CLERK OF THE BOARD APPROVED AS TO FORM: RAY AROMATORIO, RISK PROGRAM ADMINISTRATOR

. . .

Deputy

APPROVED AS TO FORM: MICHAEL C. GHIZZONI COUNTY COUNSEL By: ____

Risk Program Administrator

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

By: _____

By: _____

Deputy