

ATTACHMENT 1

**AMENDMENT NO. 2 TO THE
AGREEMENT FOR SERVICES WITH THE CONFLICT SOLUTIONS CENTER
ALTERNATE DISPUTE RESOLUTION SERVICES**

AMENDMENT NO. 2 TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
CONFLICT SOLUTIONS CENTER

This Amendment No. 2 hereby amends and extends the Agreement for Services of Independent Contractor (Agreement) between the Conflict Solutions Center referred to as "CONTRACTOR" and the Superior Court of California, County of Santa Barbara referred to as "COURT" and the County of Santa Barbara, hereinafter referred to as "COUNTY".

WHEREAS, CONTRACTOR has been providing Alternate Dispute Resolution (ADR) services throughout the county in accordance with the California Business and Professions (Cal. B&P) Code sections 465 et seq. and Title 16, chapter 36 of the California Code of Regulations (CCR); and

WHEREAS, the Agreement expires on June 30, 2018; and

WHEREAS the parties wish to extend the Agreement for an additional year up to and including June 30, 2019 at the same rate of annual compensation; and

WHEREAS, the Dispute Resolution Programs Act of 1986 (DRPA) as set forth in the California Business & Professions Code Section 465 et seq., provides for the establishment and funding of local ADR Programs;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereby amend the Agreement as described below.

1. Under continuing consideration, the parties agree to extend the term for an additional year for fiscal year 2018-2019, up to and including June 30, 2019.
2. In Exhibit B, Payment Arrangements, Periodic Compensation, Section A, add the following to the end of the paragraph: "For fiscal year 2018-2019, CONTRACTOR shall be paid a total amount, including cost reimbursements, not to exceed \$72,000 through June 30, 2019."

The terms and provisions set forth in this Amendment No. 2 shall modify and supersede all inconsistent terms and provisions set forth in the Agreement or Amendment No. 1. The terms and provisions of the Agreement and Amendment No. 1, except as expressly modified and superseded by this Amendment No. 2, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable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.

This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

COURT

CONTRACTOR:

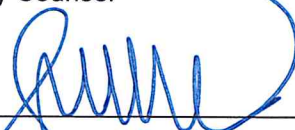
Conflict Solutions Center

By: 
Patricia Kelly
Superior Court Presiding Judge

By: 
Sherrill Nickerson
Executive Director

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel


By: 
Deputy County Counsel


APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
County Auditor-Controller

APPROVED AS TO FORM:

Ray Aromatorio
Risk Manager

By: 
Risk Management

By: 
Deputy