

**PROFESSIONAL SERVICES AND REVENUE AGREEMENT**  
between  
**COUNTY OF SANTA BARBARA**  
and  
**GHD SERVICES, INC.**  
for  
**PRELIMINARY ENGINEERING, CONTRACT ADMINISTATOR SERVICES,  
AND REIMBURSEMENT FUNDING FOR THE  
CONSTRUCTION OF THE ORTEGA RIDGE SLIDE REPAIR PROJECT  
COUNTY PROJECT NO. 820672**

**FIRST AMENDMENT**  
Effective November 8, 2018

**THIS IS THE FIRST AMENDMENT** (hereafter referred to as First Amendment) to the Agreement for contract administrator services for preliminary engineering and construction for the Ortega Ridge Slide Repair Project No. 820672 (hereafter Agreement), by and between the County of Santa Barbara (COUNTY) and GHD Service, Inc. (hereafter GHD).

**WHEREAS**, the Agreement is effective through November 7, 2018; and

**WHEREAS**, GHD provides preliminary engineering and reimbursement funding to County from CalRecycle under a pilot project;

**WHEREAS**, GHD has continued to provide preliminary engineering and reimbursement funding to the County, and the County has continued to perform since November 8, 2018; and

**WHEREAS**, the parties desire to amend the Agreement pursuant to Section 15 to extend the term for an additional two years.

**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. **Amendments.**

**Section 4 is deleted and replaced in its entirety with:**

**4. TERM.**

COUNTY shall commence performance on November 7, 2017 and end performance upon completion, but no later than November 7, 2020 unless otherwise directed by GHD or unless earlier terminated.

**Section 23 is added in its entirety as follows:**

**23. IMMATERIAL CHANGES**

GHD and COUNTY agree that immaterial changes to the Statement of Work (time frame and mutually agreeable Statement of Work changes which will not result in a

change to the total contract amount) may be authorized by Director of Public Works, or designee in writing, and will not constitute an amendment to the Agreement.

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. **Ratifications.** 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, 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 reimbursement funding between the **County of Santa Barbara** and **GHD**.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to be effective November 8, 2018.

COUNTY OF SANTA BARBARA

STEVE LAVAGNINO

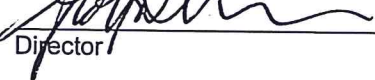
\_\_\_\_\_  
Chair, Board of Supervisors

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


ATTEST:  
MONA MIYASATO, COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

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

RECOMMENDED FOR APPROVAL:  
SCOTT MCGOLPIN, PE  
DIRECTOR  
PUBLIC WORKS DEPARTMENT

By:   
Director

APPROVED AS TO FORM:  
RAY AROMATORIO, ARM, AIC  
RISK MANAGER

By:   
Risk Manager

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By:   
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:  
BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By:   
Deputy

First Amendment to Agreement for reimbursement funding between the County of Santa Barbara and GHD.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective November 8, 2018.

GHD Services Inc.:

By:   
Fred Blicke  
Principal

Date: 2-13-19