

**FIRST AMENDMENT**  
between  
**COUNTY OF SANTA BARBARA**  
and  
**FITCH AND ASSOCIATES**  
for  
**INDEPENDENT CONTRACTOR SERVICES**

**FIRST AMENDMENT**  
**Effective November 29, 2022**

**THIS IS THE FIRST AMENDMENT** (hereafter referred to as the “First Amendment”) to the Agreement, dated January 12, 2021, between the COUNTY of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Fitch & Associates with an address at 2901 Williamsburg Terrace #G, Platte City, Missouri 64079 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, the Agreement is effective through December 31, 2022 unless earlier terminated; and

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

**Definitions.** Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.

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

4. **TERM.** CONTRACTOR shall commence performance on January 12, 2021 and end performance upon completion, but no later than December 31, 2023, unless otherwise directed by the COUNTY or unless earlier terminated.

**Exhibit A “STATEMENT OF WORK”** adds the following tasks in entirety:

<b>Task 13. Develop EMS Plan</b>
Coordinate the development of an EMS plan for the Santa Barbara County EMS area in accordance with current State statutes and regulations

<b><u>Task 14. Review Protest and Appeal</u></b>
<ul style="list-style-type: none"> <li>As requested by COUNTY assist with Protest and Appeal evaluation to confirm documents are in conformance with Protest and Appeal requirements.</li> </ul>
<b><u>Task 15. Review Protest and Appeal Responses</u></b>
<ul style="list-style-type: none"> <li>As requested by COUNTY assist with Protest and Appeal evaluation of responses and confirm documents are in conformance with Protest and Appeal requirements.</li> </ul>
<b><u>Task 16. Provide Technical Assistance and Coordination to the County</u></b>
<ul style="list-style-type: none"> <li>Support the County as requested by COUNTY.</li> <li>Assist the Protest Resolution Committee as requested by COUNTY.</li> </ul>

**Attachment A2 “PROJECT TIMELINE”** deletes and replaces the Tasks below in entirety as follows:

*Upon completion of the Protest and Appeal process, CONTRACTOR will initiate Tasks 10 – 13.*

<b><u>JANUARY 2023 until end of Agreement (estimated)</u></b>
<b><u>Task 10. Support Contract Negotiations</u></b>
<ul style="list-style-type: none"> <li>Work with COUNTY to review draft ambulance services agreement.</li> <li>Review any points of contention between parties.</li> <li>Assist COUNTY in resolution of any outstanding issues.</li> </ul>
<b><u>Task 11. Provide assistance presenting contract as requested</u></b>
<ul style="list-style-type: none"> <li>Develop key message points for presentations.</li> <li>Support actual presentations as required by COUNTY.</li> </ul>
<b><u>Task 12. Review and Comment on Transition Plan</u></b>
<ul style="list-style-type: none"> <li>Provide summary of the Transition Plan.</li> <li>Additional support service/oversight requested during transition is provided hourly.</li> </ul>
<b><u>Task 13. Develop EMS Plan</u></b>
<ul style="list-style-type: none"> <li>Coordinate the development of an EMS plan for the Santa Barbara County EMS area in accordance with current State statutes and regulations</li> </ul>

**Attachment A2 “PROJECT TIMELINE”** adds the following in its entirety:

<b><u>NOVEMBER 2022 to JANUARY 2023</u></b>
<b><u>Task 14. Review Protest and Appeal</u></b>
<ul style="list-style-type: none"> <li>As requested by COUNTY assist with Protest and Appeal evaluation to confirm documents are in conformance with Protest and Appeal requirements.</li> </ul>
<b><u>Task 15. Review Protest and Appeal Responses</u></b>
<ul style="list-style-type: none"> <li>As requested by COUNTY assist with Protest and Appeal evaluation of responses and confirm documents are in conformance with Protest and Appeal requirements.</li> </ul>
<b><u>Task 16. Provide Technical Assistance and Coordination to the County</u></b>
<ul style="list-style-type: none"> <li>Support the County as requested by COUNTY.</li> <li>Assist the Protest Resolution Committee as requested by COUNTY.</li> </ul>

**Exhibit B “PAYMENT ARRANGEMENTS” section “A”** is deleted and replaced in its entirety with:

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total Agreement amount, including cost reimbursements, up to but not to exceed \$188,574.

**Attachment B1 “Schedule of Fees”** is deleted and replaced in its entirety with:

<b>Project Component</b>	<b>Consulting Fees of Project Team*</b>	<b>Reimbursable Expenses (Travel)</b>	<b>Estimated Total</b>
Delivery of Draft RFP to LEMSA	<b>\$33,173.00</b>		
Delivery of final RFP to LEMSA (includes CA EMSA approval)	<b>\$33,173.00</b>		
RFP Release and Response to Proposer Questions	<b>\$24,372.00</b>		
Panel Process and Evaluation	<b>\$18,279.00</b>		
General Administration (a portion of which may be billed throughout the project)	<b>\$26,403.00</b>		
Travel		<b>\$2,000</b>	
<b>Sub-Total</b>	<b>\$137,400.00</b>		
Protest and Appeal Support (Task 14 – 16)	<b>\$51,174</b>		
<b>TOTAL</b>	<b>\$188,574</b>		

\*The hourly rate used for hourly billing and an hourly reconciliation, if tasks within a particular milestone need to be billed to ensure timely billing, is \$375 including all direct and indirect costs.

**Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

**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.

*[This area intentionally left blank. Signatures on following pages.]*

First Amendment to Agreement for Independent Contractor Services between the **County of Santa Barbara** and **Fitch and Associates**.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to be effective November 29, 2022

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

Joan Hartmann

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

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

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

**RECOMMENDED FOR APPROVAL:**

Daniel L. B. Nielson, MPA  
Interim Public Health Director

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

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

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

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

**APPROVED AS TO FORM:**

Gregory Milligan, ARM  
Risk Manager

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

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

Approved:  
Nicholas Clay  
EMS Agency Director

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

First Amendment to Agreement for Independent Contractor Services between the **County of Santa Barbara** and **Fitch & Associates**.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to be effective November 29, 2022.

**FITCH AND ASSOCIATES**

By: \_\_\_\_\_  
Authorized Representative

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