
Attachment A

Contract Amendment No.1

to Contract No. BC 09-063

Board Contract Summary

BC 09 _063

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: Auditor-Controller Intranet Policies->Contracts.

D1.	Fiscal Year	14/15
D2.	Department Name	Planning and Development
D3.	Contact Person	Dianne Black
D4.	Telephone	805-568-2086

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Project management for Santa Barbara Ranch Project
K3.	Department Project Number.....	053
K4.	Original Contract Amount.....	\$ PO CN07721 \$100,000.00
K5.	Contract Begin Date.....	01/01/2008
K6.	Original Contract End Date	06/30/2009
K7.	Amendment? (Yes or No).....	Yes
K8.	- New Contract End Date	12/31/2014
K9.	- Total Number of Amendments	2
K10.	- This Amendment Amount.....	\$ \$10,000.00
K11.	- Total Previous Amendment Amounts.....	\$ \$100,000.00
K12.	- Revised Total Contract Amount	\$ 210,000.00

B1.	Intended Board Agenda Date	3/17/2015
B2.	Number of Workers Displaced (if any)	
B3.	Number of Competitive Bids (if any).....	
B4.	Lowest Bid Amount (if bid)	
B5.	If Board waived bids, show Agenda Date.....	
	and Agenda Item Number	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph).....	YES, 5, 9, 30, 31, 32, 33

F1.	Fund Number	0001
F2.	Department Number.....	053
F3.	Line Item Account Number.....	7510
F4.	Project Number (if applicable)	-
F5.	Program Number (if applicable)	2010
F6.	Org Unit Number (if applicable).....	2000
F7.	Payment Terms.....	Net 30

V1.	Auditor-Controller Vendor Number	035214
V2.	Payee/Contractor Name.....	Thomas E Figg Consulting Services
V3.	Mailing Address.....	PO Box 1226
V4.	City State (two-letter) Zip (include +4 if known).....	Port Hueneme, CA. 93044
V5.	Telephone Number	805-377-9116
V6.	Vendor Contact Person.....	Thomas Figg
V7.	Workers Comp Insurance Expiration Date	SOLE PROP - NONE
V8.	Liability Insurance Expiration Date	1/4/2015
V9.	Professional License Number	
V10.	Verified by (print name of county staff).....	RACHEL LIPMAN

V11 Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 3/2/15 Authorized Signature: *Rachel Lipman* for R. Lipman

**AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
BETWEEN COUNTY OF SANTA BARBARA AND THOMAS FIGG**

This Amendment (hereinafter referred to as "Amendment No. 1") to the Agreement for Services of Independent Contractor (hereinafter referred to as "Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Thomas Figg (hereinafter referred to as "CONTRACTOR") with reference to the following:

WHEREAS, COUNTY and CONTRACTOR executed the Agreement, Contract No. BC 09-063, on December 16, 2008; and

WHEREAS, the previously agreed upon and approved compensation for the scope of work to be performed by CONTRACTOR in case processing of the Naples/Santa Barbara Ranch Project is not adequate to cover the cost of the work; and

WHEREAS, Section 23, ENTIRE AGREEMENT AND AMENDMENT, of the Agreement provides that the Agreement may be altered, amended or modified by an instrument in writing executed by the COUNTY and CONTRACTOR; and

WHEREAS, COUNTY and CONTRACTOR desire to amend the text of Exhibit B, PAYMENT ARRANGEMENTS, and to amend the text of Exhibit C, STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS, to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. The text of Section A of Exhibit B, shall be deleted in its entirety and replaced by the following:

"For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid at an hourly rate of \$120.00 per hour, with the total contract amount, including cost reimbursements, not to exceed \$210,000.00."

2. The text of Section 3 of Exhibit C, shall be deleted in its entirety and replaced by the following:

"Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR'S professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage."

3. Except as set forth in Sections 1, 2, and 3 hereof, this Amendment No. 1 shall not modify or change any of the provisions of the Agreement and the parties to the Agreement are bound by its provisions, as amended herein.

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Amendment No. 1 to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Thomas Figg

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 to be effective as of the date executed by COUNTY.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

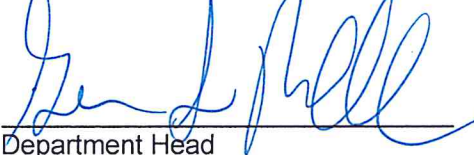
By: _____
Deputy

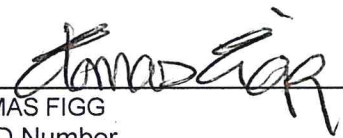
By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

CONTRACTOR:

By: 
Department Head

By: 
THOMAS FIGG
Tax ID Number _____

APPROVED AS TO FORM:
MICHAEL GHIZZONI
COUNTY COUNSEL

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

By: 
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM:
RISK MANAGEMENT

By: 
Risk Management