

**AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
BETWEEN COUNTY OF SANTA BARBARA AND SWT ENGINEERING, INC. (BC-18-130)**

This Amendment (hereinafter referred to as "Amendment No. 1") to the Agreement of Services of Independent Contractor (hereinafter referred to as "Agreement") is entered into between the County of Santa Barbara, a political subdivision of the State of California (hereinafter "COUNTY"), and SWT Engineering, Inc., having its principal place of business at 800-C South Rochester Avenue, Ontario, CA 91761 (hereinafter referred to as "CONTRACTOR") with reference to the following:

WHEREAS, the parties hereto, on October 3, 2017, entered into an Agreement (BC-18-130) for all work identified in the Agreement; and

WHEREAS, Section 25, ENTIRE AGREEMENT AND AMENDMENT, of the Agreement provides that the Agreement may be altered, amended or modified by an instrument in writing by the COUNTY and CONTRACTOR; and

WHEREAS, COUNTY and CONTRACTOR desire to amend the text of **EXHIBIT B, PAYMENT ARRANGEMENTS** 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 **EXHIBIT B, PAYMENT ARRANGEMENTS**, Periodic Compensation (with attached Schedule of Fees), **SECTION A** shall be deleted and replaced by the following:
 - A. For CONTRACTOR services to be rendered under this Agreement on an on-call basis on written Task Orders (**Exhibit A**) as authorized by COUNTY, CONTRACTOR shall be paid the amount identified in specific Task Orders, including cost reimbursements, in a total, aggregate amount not to exceed \$941,500.00.
2. **Ratifications.** The terms and provisions set forth in this Amendment No. 1 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 The terms and provisions of the Agreement, except as expressly modified and superseded by this Amendment No. 1, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable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.

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Steve Lavagnino, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Santa Barbara County Public Works
Department

By: _____
Scott D. McGolpin, Director
Director of Public Works

CONTRACTOR:

SWT Engineering, Inc.

By: _____
Authorized Representative

Name: _____

Title: _____

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

APPROVED AS TO FORM:

Ray Aromatorio, ARM, AIC
Risk Manager

By: _____
Risk Management