

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

COUNTY OF SANTA BARBARA

And

ARISTA AVIATION SERVICES, LLC (BC-19-282)

FIRST AMENDMENT

Whereas, on June 18, 2019, an Agreement for Services of Independent Contractor was entered into between the County of Santa Barbara, a political subdivision of the State of California having its principle place of business at 105 East Anapamu Street, Room 304, Santa Barbara, California, 93101 (hereafter COUNTY) and Arista Aviation Services, LLC with an address of 690 Aviation Blvd., Enterprise, Alabama, 36330 (hereafter CONTRACTOR), (BC-19-282) (“Agreement”).

**WHEREAS**, the parties desire to amend the Agreement to increase the total funding amount to cover additional parts, repairs and training; and

**WHEREAS**, this First Amendment incorporates the terms and conditions set forth in the Agreement, approved by the County of Santa Barbara.

**NOW, THEREFORE**, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. Agreement, Addendum 1 to Schedule A shall be replaced in its entirety with the Revised Addendum 1 to Schedule A as attached hereto and incorporated herein by reference.

**Counterparts.** The First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement between the parties.

**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 The terms and provisions of the Agreement, as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall constitute in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

[Signature Page Follows]

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: Sheila Mabuenza  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: Gregg Hart  
Gregg Hart, Chair  
Board of Supervisors

Date: 6-16-20

**RECOMMENDED FOR APPROVAL:**

Fire Department

By: Murray  
Fire Chief

**APPROVED AS TO ACCOUNTING FORM:**

Betsy Schaffer, CPA  
Auditor-Controller

By: C. Schaffer  
Deputy Auditor-Controller

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By: Jeff Richardson  
Jeff Richardson (Jun 3, 2020 13:59 PDT)  
Deputy County Counsel

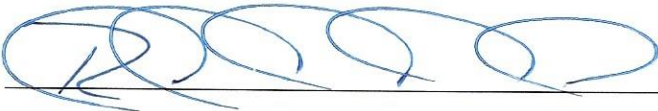
**APPROVED AS TO FORM:**

Ray Aromatorio, ARM, AIC  
Risk Manager

By: Ray Aromatorio  
Deputy Risk Manager

First Amendment to Agreement between the **County of Santa Barbara** and **Arista Aviation Services, LLC**.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to be effective June 16, 2020.

By:  PRESIDENT & CEO  
Arista Aviation Services, LLC.

Date: 29 May 2020

**Revised Addendum 1 to Schedule A**  
Detailed Scope of Work Description

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$1,497,703.50.

Additional efforts and cost reimbursements within the scope of Addendum 1 to Schedule A that exceed \$1,497,703.50 may be authorized by the Fire Chief or designee at the same rate per unit as defined in Addendum 1 to Schedule A. Additional efforts and cost reimbursement must be approved in advance by the Fire Chief or designee. The total amount of this contingency fund is not to exceed 20% of the Agreement amount or **\$251,140.70** In no event shall the COUNTY be liable for the cost of any changes or additions to the services being performed under this Agreement unless approved in advance and in writing by the Fire Chief or designee. In no event shall the total contract amount exceed **\$1,748,844.20**

- (a) **Scope and Pricing.** This Addendum details the current scope and estimated costs to complete. Any increase to current scope by customer may impact the quoted price. Any price increase over that identified in Addendum 1 to Schedule A, will be identified to customer for approval prior to commencement of work.

[Schedule Page Follows]

Assumptions:

Labor hours are estimated as not to exceed. Any additional hours required will be quoted and customer approval required before commencement
Special Tooling Provided by Arista
Strip included in PMI Cost
Does not include repairs to unserviceable components found during inspection
O&A Repairs will be quoted and approved prior to start @ \$75 per hour
O&A Material cost include a 9% Material Handling Fee (unless customer provided)
Quote valid for 90 days
MTP Tims is for Post PMI Functional Test Flight

TASK	Quantity	LABOR HOURS	LABOR COST	MATERIAL COST
<b>Avionics</b>				
Design and Install laser cut instrument panel	1		\$ 2,000.00	\$ 500.00
Astronautics Roadrunner EFIS	2	150	\$ 11,250.00	\$ 95,000.00
Install A/L master caution panel (supplied by us)	1	60	\$ 4,500.00	
Garmin GTN 750 NAV/COMM/GPS - HTAWS (NVG compliant)	2	300	\$ 22,500.00	\$ 40,000.00
Garmin GTX345R (remote) ADSB/ Bluetooth transponder (NVG)	1			\$ 5,000.00
Garmin Antenna/Splitter/Encoder				\$ 3,750.00
Install slant mounts for GTN750 radios			\$ 2,000.00	\$ 500.00
SkyTrac aircraft tracker install	1	50	\$ 3,750.00	\$ 2,500.00
Mid-Continent-Standby Attitude Module	1	25	\$ 1,875.00	\$ 9,500.00
406 ELT	1	25	\$ 1,875.00	\$ 3,975.00
AEM LSC22 siren controller	1	200	\$ 15,000.00	\$ 2,925.00
AEM dual horn PA speaker system	1			\$ 4,015.00
Loud Speaker Amplifier	1			\$ 6,025.00
PA/Siren Mounting Hardware				\$ 18,450.00
10 Pin forrest service connector	1	50	\$ 3,750.00	\$ 1,165.00
Precise Flight pulse lights	2	50	\$ 3,750.00	\$ 8,500.00
Jupiter Avionics/JA72-210 Glove box W/USB charger	2	10	\$ 750.00	\$ 2,750.00
Jupiter Avionics/JA34-BT1 Universal Radio Adapter	1			\$ 950.00
Becker Avionics comm panels REU6100-3-(110) equipped with EM6100	5	300	\$ 22,500.00	\$ 52,950.00
Install 10 drop cord locations with talk capability for six	10	incl w/Becker		
TDFM9300 (NVG) FM radio W/remote RC9000 (NVG) crew chief display	1	150	\$ 11,250.00	\$ 89,731.00
Remove heads up display helmet cords and system	2			
Install HOBBS on collective OR gear squat switch	1	15	\$ 1,125.00	\$ 27.50
Install 8-10" Boland monitor for snorkel	1	25	\$ 1,875.00	\$ 5,500.00
Install tank cameras - TBD	3			
Delete INOP system antennas - Included in weight savings				
Relocate ignition key to lower center main panel	1	5	\$ 375.00	
<b>External Hoist</b>				
Remove Breeze Eastern hoist/replace with Goodrich	1	5	\$ 375.00	\$ 140,500.00
Install provision for pendant controlled tank searchlight	1	10	\$ 750.00	
<b>Air frame</b>				
PMI 1 & 2 reset	1	4000	\$ 300,000.00	\$ 27,500.00
Aircraft Paint per provided rendering	1	750	\$ 56,250.00	\$ 10,000.00
Main rotor blade striping and inspections (Heli-Blade, CA)				
Tall rotor blade striping and inspections (Heli-Blade, CA)				
Cargo hook load test/recert (repairs not included)	1		\$ 3,880.00	
Install gunner windows	2	550	\$ 41,250.00	\$ 40,690.00
Install sliding pilot and co-pilot crew door vent windows				\$ 17,500.00
AeroMetals straight exhaust		50	\$ 3,750.00	\$ 98,795.00
Install SX16 searchlight provided by Santa Barbara County		200	\$ 15,000.00	
Install pilot collective searchlight control				
Install Meeker mount for searchlight		25	\$ 1,875.00	\$ 15,000.00
Asses items that can be removed for additional weight savings		250	\$ 18,750.00	
Arista Quote Over & Above Repairs			\$ 75,229.50	\$ 121,770.50
Pilot and Mechanic Training & Misc Equipment				\$ 45,000.00
SUB-TOTALS		NTE LABOR	\$ 627,234.50	\$ 870,469.00
		TOTAL Contract		\$ 1,497,703.50
		20% Contingency		\$ 251,140.70
		Do Not Exceed		\$ 1,748,844.20

First Amendment to Agreement with Arista Aviation Services, LLC  
 June 16, 2020

(b) Milestone Payment Schedule. - Upon execution of the service agreement, an initial deposit in the amount of \$645,171.00, equal to the material cost of avionics equipment (net 30). Future Milestone Billings will be sent on a monthly basis. The billings will be for work that is accomplished during the billing period. The billing will be created on the last day of the Arista accounting month (all payments due net 30). Please see schedule below for the billing schedule:

Milestone #1 - August 29, 2019 (Work from aircraft arrival date and month of July)

Milestone #2 - October 17, 2019 (Work for month of August-September)

Milestone #3 - January 14, 2020 (Work for month of October -December)

Milestone #4 - June 16, 2020 (Work for month of January-May)

Milestone #5 - June 30, 2020 (Work for month of June)

(c) Final Invoice and Payment. No later than thirty (30) days following Redelivery of the Aircraft, Arista shall issue a final invoice for all other charges associated with Services performed on the Aircraft ( excluding late invoices from Arista's goods and services providers which may be invoiced subsequently after receipt of such invoices) ("Final Invoice"). Estimated amounts shall be finalized and reconciled in the Final Invoice. No Customer claims for reimbursement, rebate or credit will be considered if made more than sixty (60) days after Customer's receipt of the Final Invoice.

(d) Invoice Delivery and Notices. Each invoice and notice shall be submitted in electronic or physical form to the following address:

Name: Santa Barbara County Fire Headquarters Attention: Finance

Address: 4410 Cathedral Oaks Road, Santa Barbara, CA 93110

Telephone: 805-681-5500

Email:AccountsPayable@sbcfire.com

[Signature Page Follows]

**SIGNATURE PAGE FOR REVISED ADDENDUM 1 to SCHEDULE A**

Detailed Scope of Work Description

ARISTA AVIATION SERVICES, LLC

By: 

Name: Richard A. Enderle

Title: President and CEO

Address: 690 Aviation Boulevard

Enterprise, AL 3630

SANTA BARBARA  
COUNTY FIRE DEPARTMENT

By: 

Name: Mark A. Hartwig

Title: Fire Chief

Address: 4410 Cathedral Oaks Road

Santa Barbara, CA 93110