

**1st Amendment to the
Professional Services Contract
for a Study of the Interoperable
Communications Capabilities
for the Santa Barbara County
Operational Area.**

**This project is funded to the Operational Area by a grant from the
Homeland Security Grant Program in Cooperation with the California State Emergency Management
Agency (Cal EMA) and the United States Department of Homeland Security.**

1st AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THE AGREEMENT (hereafter Agreement) dated June 1, 2010, made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and DELTAWRX Management Consultants (hereinafter CONTRACTOR) having its principal place of business at 21700 Oxnard Street, Suite 530, Woodland Hills, CA 91367 .

WHEREAS, on June 1, 2010, the Board of Supervisors approved the Agreement with CONTRACTOR to perform an assessment and strategic plan of the Operational Area's Public Safety Communications Systems;

WHEREAS, CONTRACTOR has conducted an assessment of the local communication systems;

WHEREAS, CONTRACTOR has developed a report documenting improvements and recommendations that align the existing system with future technologies and system governance;

WHEREAS, CONTRACTOR, COUNTY and Homeland Security agree that the development of the local assessment and strategic communication plan have been time consuming and difficult and therefore require an agreement term extension to June 30, 2012;

WHEREAS, CONTRACTOR and COUNTY agree to amend the agreement's sections as follows, including Exhibit B as attached;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Michael D. Harris at phone number (805) 681-5526 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Michael P. Thayer at phone number (818) 227-9300 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Michael D. Harris, Emergency Operations Chief
Santa Barbara County
Office of Emergency Management
4408 Cathedral Oaks Road
Santa Barbara, California 93110

Copy to: Jerry Czuleger, Deputy County Counsel
Santa Barbara County
105 East Anapamu Street, Room 201
Santa Barbara, California 93101

To CONTRACTOR: Michael P. Thayer, Partner
DELTAWRX Management Consultants
21700 Oxnard Street, Suite 530
Woodland Hills, California 91367

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

4. **TERM.** CONTRACTOR commenced performance on or after June 1, 2010. Performance upon completion, shall be no later than June 30, 2012 (originally February 28, 2011) unless otherwise directed by COUNTY or unless earlier terminated.

5. **EXHIBIT B.** Exhibit B is entitled "Payment Arrangments – Periodic Compensation at Selected Milestones". The "Tasks" and "Milestone Descriptions" contained in paragraph C. are amended as setforth in the attached redlined version of Exhibit B. The total contract amount of \$120,000 remains the same.

6. All other provisions of the Agreement remain in effect.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **DELTAWRX Management Consultants**.

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

COUNTY OF SANTA BARBARA

By: _____
Doreen Farr, Chair
Board of Supervisors

Date: _____

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

CONTRACTOR

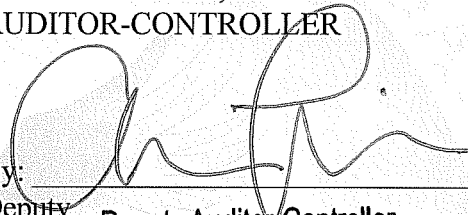
By: _____
Deputy

By: _____
DELTA WRX Management Consultants
TaxID Number: 95-4818953

OFFICE OF EMERGENCY MANAGEMENT
SANTA BARBARA COUNTY

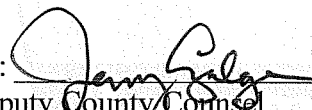
APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Emergency Operations Chief

By:  _____
Deputy
Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

APPROVED AS TO FORM:
RAY AROMATORIO

By:  _____
Deputy County Counsel

By: _____
Risk Program Administrator

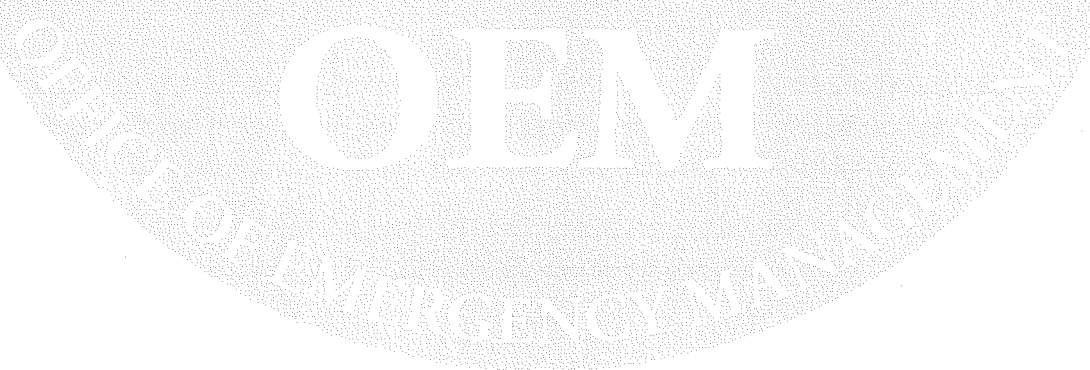


EXHIBIT B (As Amended by Parties)

**PAYMENT ARRANGEMENTS
Periodic Compensation at Selected Milestones**

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$120,000.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.

#	Task(s)	Milestone Description	Payment
1	Present Conceptual Design Report	Conduct review of Conceptual Design Report with potential participants	50,000
2	Prepare/Present System Recommendations	Provide Regional Communications Plan for the County	70,000
	Total		\$120,000

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in **EXHIBIT A** have been delivered and found to be satisfactory by COUNTY.

- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Contract Summary Form:

Contract Number : _____

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than (<\$100,000) submit a Purchasing Requisition to the Purchasing Division of General Services. See "online purchasing manual" under General Services, Purchasing, Policies and Procedures. Form not applicable to revenue contracts.

D1. Fiscal Year.....: FYs: 2011-12
 D2. Budget Unit Number (plus -Ship/-Bill codes in paren's): 012
 D3. Requisition Number:
 D4. Department Name: County Executive Office (Office of Emergency Management)
 D5. Contact Person: Michael D. Harris
 D6. Phone.....: (805) 681-5526

K1. Contract Type (check one): Personal Service Capital Project/Construction
 K2. Brief Summary of Contract Description/Purpose: Conduct and prepare a report addressing an interoperational operational area communications plan

K3. Original Contract Amount: \$120,000.00
 K4. Contract Begin Date.....: 1 June 2010
 K5. Original Contract End Date: 30 June 2012
 K6. Amendment History (leave blank if no prior amendments):

Seq#	EffectiveDate	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose (2-4 words)
		\$	\$	\$		

K7. Department Project Number.....:

B1. Is this a Board Contract? (Yes/No): Yes
 B2. Number of Workers Displaced (if any): 0
 B3. Number of Competitive Bids (if any): Sixteen
 B4. Lowest Bid Amount (if bid): \$58,849.00
 B5. If Board waived bids, show Agenda Date.....: N/A
 B6. ... and Agenda Item Number: #
 B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶): Yes

F1. Encumbrance Transaction Code.....: 1701
 F2. Current Year Encumbrance Amount.....: \$
 F3. Fund Number: 0001
 F4. Department Number: 012
 F5. Division Number (if applicable):
 F6. Account Number.....:
 F7. Cost Center number (if applicable):
 F8. Payment Terms: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing):
 V2. Payee/Contractor Name.....: DELTAWRX Management Consultants
 V3. Mailing Address.....: 21700 Oxnard Street, Suite 530
 V4. City State (two-letter) Zip (include +4 if known): Woodland Hills, CA 91367
 V5. Telephone Number: (818) 227-9300
 V6. Contractor's Federal Tax ID Number (EIN or SSN):
 V7. Contact Person: Michael P. Thayer
 V8. Workers Comp Insurance Expiration Date:
 V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl):
 V10. Professional License Number.....: #
 V11. Verified by (name of County staff):
 V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

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

Date : _____ Authorized Signature: _____

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation at Selected Milestones

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- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY.
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#	Task(s)	Milestone Description	Payment
1	Conduct Planning Workshop	Complete Planning Workshop	\$6,000
2	Review Existing Materials	Provide list of materials reviewed	4,000
3	Conduct Interviews/Focus Groups	Provide list of completed interviews/focus groups	20,000
4	Conduct Coverage Analysis	Provide workbook of coverage maps	15,000
5	Document Current Systems	Develop Current Systems Assessment Report	15,000
6	Develop Conceptual Design	None	0
7	Prepare Conceptual Design Report	Deliver Conceptual Design Report	30,000
8	Present Conceptual Design Report	Conduct review of Conceptual Design Report with potential participants	10,000 50,000
9	Prepare/Present System Recommendations	Provide Regional Communications Plan for the County	20,000 70,000
	Total		\$120,000

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in EXHIBIT A have been delivered and found to be satisfactory by COUNTY.

- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.