

Attachment A

First Amendment to the Agreement with Guardian Helicopters Inc. (BC-17-289)

FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT
CONTRACTOR

between

COUNTY OF SANTA BARBARA

And

GUARDIAN HELICOPTERS, INC.

(BC-17-289)

FIRST AMENDMENT

Effective July 25, 2017

Whereas, on December 13, 2016, 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 Guardian Helicopters, Inc. with an address of 16425 Hart St., Van Nuys, CA 91406 (hereafter CONTRACTOR), (BC-17-289) (“Agreement”).

WHEREAS, the parties desire to amend the Agreement to add funding; and

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

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 5 is amended to read as follows:

Section 5 **COMPENSATION OF CONTRACTOR**. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$420,000.00.

2. Exhibit B PAYMENT ARRANGEMENTS shall be replaced in its entirety with an amended Exhibit B which is attached hereto and incorporated herein by reference.

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

4. All other terms and conditions of the Agreement shall remain in effect.

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:

Joan Hartmann, Chair
Board of Supervisors

Date:

RECOMMENDED FOR APPROVAL:

Fire Department

By:

Department Head

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By:

Deputy

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By:

Deputy County Counsel

APPROVED AS TO FORM:

Ray Aromatorio, ARM, AIC
Risk Manager

By:

Deputy

First Amendment to Agreement between the **County of Santa Barbara** and **Guardian Helicopters, Inc.**

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective July 25, 2017.

By: _____
Guardian Helicopters, Inc.

Date: _____

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$420,000.00.
- 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 A1** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **EXHIBIT B1** (Schedule of Fees). Invoices submitted for payment that are based upon **EXHIBIT B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A1**.
- Monthly, CONTRACTOR shall submit to the FIRE DEPARTMENT, ATTENTION: FINANCE MANAGER an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **EXHIBIT B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- 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.