

Attachment B
First Amendment to Rotorcraft Support Inc. Agreement for Helicopter Inspection and Repair
Services – UH-1H 308



County of Santa Barbara
BOARD OF SUPERVISORS
Minute Order

May 16, 2017

Present: 5 - Supervisor Williams, Supervisor Wolf, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

FIRE

File Reference No. 17-00373

RE: Consider recommendations regarding a First Amendment to the Rotorcraft Support Inc. Agreement (BC-17-263), as follows:

- a) Approve and authorize the Chair to execute a First Amendment to the Agreement with Rotorcraft Support Inc. (BC 17-263), for helicopter repair and inspection services for the UH-1H 308, increasing funding for a total contract amount not to exceed \$183,000.00;
- b) Approve and authorize the Fire Chief or designee to approve up to a 10% contingency with Rotorcraft Support, Inc. in the amount not to exceed \$18,300.00 for any additional items within the scope of work that may be required to complete the repairs and/or inspections; and
- c) Find that the proposed Agreement is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline section 15378(b)(2) in that the Agreement involves a continuing administrative or maintenance activity, and CEQA Guidelines section 15378(b)(5), in that the Agreement involves an organizational or administrative activity of government that will not result in the direct or indirect physical change in the environment.

A motion was made by Supervisor Wolf, seconded by Supervisor Williams, that this matter be Acted on as follows:

- a) **Approved and authorized; Chair to execute;**
- b) **Approved and authorized; and**
- c) **Approve.**

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Wolf, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

COUNTY OF SANTA BARBARA

And

ROTORCRAFT SUPPORT, INC.

(BC-17-263)

FIRST AMENDMENT

Effective May 16, 2017

On March 14, 2017, an Agreement for Services of Independent Contractor was entered into between the County of Santa Barbara and Rotorcraft Support, Inc. (BC-17-263) (“Agreement”). **THIS FIRST AMENDMENT** (“First Amendment”) to the Agreement is made by and 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 Rotorcraft Support Inc. with an address of 16425 Hart St., Van Nuys, CA 91406 (hereafter CONTRACTOR), is effective as of May 16, 2017 (“First Amendment Effective Date”).

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.

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

1. **Definitions.**

Capitalized items used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.

2. **Amendments.**

The Agreement is amended 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 \$183,000.00.

A. Additional efforts and cost reimbursements within the scope of **EXHIBIT A** that exceed \$183,000.00 may be authorized by the Fire Chief or designee at the same rate per unit as defined in **EXHIBIT 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 10% of the Agreement amount or **\$18,300.00**

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 **\$201,300.00**.

Agreement, Exhibit A STATEMENT OF WORK shall be replaced in its entirety as attached hereto and incorporated herein by reference.

Agreement, Exhibit B PAYMENT ARRANGEMENTS shall be replaced in its entirety as 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 of the Agreement remain in effect.

First Amendment to Agreement between the County of Santa Barbara and Rotorcraft Support Inc.

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: 
Chair, Board of Supervisors

Date: 5/16/17

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: 
Risk Manager

First Amendment to Agreement between the **County of Santa Barbara** and **Rotorcraft Support, Inc.**

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective May 16, 2017.

By:  _____
Rotorcraft Support Inc.

Date: 5-3-2017 _____