

ATTACHMENT 1

Amendment No. 1 to Agreement for Services

## ATTACHMENT 1

### AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR BETWEEN COUNTY OF SANTA BARBARA AND ROBERT BROWN ENGINEERS

This Amendment (hereinafter referred to as "Amendment No. 1") to the Agreement for Services of Independent Contractor (hereinafter referred to as "Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Robert Brown Engineers (hereinafter referred to as "CONTRACTOR") with reference to the following:

WHEREAS, COUNTY and CONTRACTOR executed the Agreement, Contract No. BC 16-034, on June 12, 2015; and

WHEREAS, additional work beyond the original cost of services of the Agreement to be performed by CONTRACTOR is required for CONTRACTOR to continue providing engineering consulting services to the Planning & Development Department, Energy & Minerals Division for oil & gas projects; and

WHEREAS, the previously agreed upon and approved compensation for the scope of work to be performed by CONTRACTOR is not adequate to cover the cost of the additional work; and

WHEREAS, the term of the original agreement is July 1, 2015 to June 30, 2016; 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 executed by the COUNTY and CONTRACTOR; and

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 Section A of Exhibit B, shall be deleted in its entirety and replaced by the following:  
  
"For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$380,000."
2. Except as set forth in Section 1 hereof, this Amendment No. 1 shall not modify or change any of the provisions of the Agreement and the parties to the Agreement are bound by its provisions, as amended herein.
3. Exhibit A-1, letter from Robert Brown Engineers dated June 8, 2016 is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 to be effective as of the date executed by COUNTY.

**ATTEST:**  
MONA MIYASATO  
CLERK OF THE BOARD

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

**CONTRACTOR:**


By:   
Department Head

By:   
Robert Brown Engineering  
Tax ID Number 95-3946513

**APPROVED AS TO FORM:**  
MICHAEL GHIZZONI  
COUNTY COUNSEL

**APPROVED AS TO ACCOUNTING FORM:**  
THEODORE A. FALLATI, CPA  
AUDITOR-CONTROLLER

By:   
Deputy County Counsel

By:   
Deputy

**APPROVED AS TO FORM:**  
RISK MANAGEMENT

By:   
Risk Management

**EXHIBIT A-1**

**Robert Brown Engineers Letter to Planning and Development Department, Energy and Minerals Division, dated June 8, 2016 is Exhibit A-1 and is incorporated herein by reference.**

4952 WARNER AVENUE - SUITE 217  
HUNTINGTON BEACH, CALIFORNIA 92649

(714) 840-5693 FAX (714) 846-8367  
E-MAIL: rbeg@msn.com



June 8, 2016

Mr. Peter Cante  
COUNTY OF SANTA BARBARA  
Energy & Minerals Division  
123 East Anapamu Street  
Santa Barbara, CA 93101

**Request to Increase 2015-2016 Engineering Consulting Services Contract Limit  
County Contract No. BC 16-034**

Dear Peter:

As you know, the Plains All American Pipeline (PAAPL) rupture has had a devastating effect on the County's environment. Due to this unfortunate event, the County has had to address numerous unforeseen emergencies. The following projects required additional review by Robert Brown Engineers because they were directly affected by the PAAPL rupture:

1. PAAPL Line 901 rupture investigation.
2. ExxonMobil Emergency Permit application request to continue production via trucking (project denied).
3. Shutdown of the Freeport McMoRan Oil & Gas (FM O&G) Point Arguello Project Gaviota Facility which required purging about 80,000 barrels of oil and preserving the offshore to Gaviota oil and gas pipelines.
4. ExxonMobil Emergency Permit application and processing of the permit to empty about 500,000 barrels of oil from its storage tanks and preserving the offshore to Las Flores Canyon Oil and Gas Pipelines.
5. Response to Philips 66 Line 300 rupture and subsequent leak in April 2016.
6. ExxonMobil Las Flores Canyon (LFC) Facility and POPCO Gas Plant Preservation Plans to maintain the facility integrity.
7. Ongoing coordination efforts with the joint agencies (Santa Barbara County, Federal Pipeline and Hazardous Materials Safety Administration, Bureau of Safety and Environmental Enforcement, State Lands Commission, California Coastal Commission and the State Fire Marshal).

In addition to these projects associated with the PAAPL pipeline rupture, FM O&G had to implement a change of service project converting the 8" gas pipeline offshore segment to oil pipeline and idling of the existing offshore 20" oil pipeline segment due to un-addressable offshore metal loss anomaly. This project also involved converting the 8" produced water pipeline to 8" gas pipeline from offshore to the Lompoc Oil & Gas Plant facility.

Since these unforeseen projects consumed approximately \$50,000 more than the amount allowed by the Board of Supervisors-approved 2015-2016 contract, I am requesting an increase of \$50,000 to the current 2015-2016 contract amount.

Sincerely

ROBERT BROWN ENGINEERS

Jay Sheth

cc: E. Briggs