

**AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
BETWEEN COUNTY OF SANTA BARBARA AND ECOLOGICAL CONSERVATION AND
MANAGEMENT, INC. (BC18128)**

This Amendment (hereinafter referred to as "Amendment No. 1") to the Agreement of Services of Independent Contractor (hereinafter referred to as "Agreement") is made by and between the County of Santa Barbara (hereinafter referred to as "COUNTY"), and Ecological Conservation and Management, Inc. (hereinafter referred to as "CONTRACTOR") with reference to the following:

WHEREAS, COUNTY and CONTRACTOR executed the Agreement (Contract BC18128) on June 20, 2017; and

WHEREAS, the previously authorized contract scope of work, amount and term is to be amended; and

WHEREAS, Section 23, ENTIRE AGREEMENT AND AMENDMENT, of the Agreement provides that the Agreement may be altered, amended or modified by an instrument in writing by the COUNTY and CONTRACTOR; and

WHEREAS, COUNTY and CONTRACTOR desire to amend the text of **AGREEMENT, PAGE 1, SECTION 4 TERM, EXHIBIT A, STATEMENT OF WORK** and **EXHIBIT B, PAYMENT ARRANGEMENTS** to the Agreement.

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 **AGREEMENT, PAGE 1, SECTION 4. TERM** is hereby amended to read:

"CONTRACTOR shall commence performance on July 1, 2017 and end performance upon completion, but not later than June 30, 2020 unless otherwise directed by COUNTY or unless earlier terminated."

2. **PARAGRAPH 1, EXHIBIT A, STATEMENT OF WORK**, is hereby amended to authorize completion of Task 4 of Exhibit A, Attachment A-1 of BC18128 as follows:

CONTRACTOR shall provide native plant maintenance, monitoring, and reporting services for the Baron Ranch Restoration Project as set forth in Ecological Conservation and Management, Inc. "Baron Ranch Restoration Maintenance and Monitoring Proposal" dated April 14, 2017 (Revised May 8, 2017). The detailed scope of work is stipulated in Attachment A-1 and is incorporated by reference. The scope of work to be provided includes Task 4 in Attachment A-1 at pages 34 to 35.

3. The text of **EXHIBIT B, PAYMENT ARRANGEMENTS, PARAGRAPHS A and B** are hereby amended to read:

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$535,675.
- B. The Director of Public Works or designee is authorized to approve changes or additions in the services being performed under this Agreement in an amount not to exceed \$53,567. Any changes or additions in the services being performed under this Agreement must be approved in advance in writing by the COUNTY.

4. **Ratifications.** The terms and provisions set forth in this Amendment No. 1 shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this Amendment No. 1, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

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Amendment No. 1 to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Ecological Conservation and Management, Inc. (BC18128)

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

COUNTY OF SANTA BARBARA:

STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

By: _____
Deputy Clerk

By: _____
Steve Lavagnino, Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Santa Barbara County Public Works
Department

CONTRACTOR:

Ecological Conservation and
Management, Inc.

By: _____
Scott D. McGolpin Director, Public Works Department

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management