one course future	AGEN E Clerk of the E 105 E. Anapa Santa Bar	F SUPERVISORS DA LETTER Board of Supervisors Imu Street, Suite 407 bara, CA 93101 5) 568-2240	Agenda Number:				
			Department Name: Department No.: For Agenda Of: Placement: Estimated Time: Continued Item: If Yes, date from: Vote Required:	FIRE 031 April 2, 2024 Administrative N/A No Majority			
TO:	Board of Supervis	sors					
FROM:	Department Director(s) Contact Info:	Mark Hartwig, Fire Chief/Fire Warden Kelly Hubbard, Director, Office of Emergency Management					
SUBJECT:	First Amendment to the Independent Contractor Agreement with Rincon Consultants, Inc. for Emergency Management Geographic Information System (GIS) Professional Services (BC-23205)						
County Counsel Concurrence As to form: Yes			Auditor-Controller Concurrence As to form: Yes				
Other Concur As to form: Ye	r <b>rence:</b> Risk Mana s	agement					

#### **Recommended Actions:**

That the Board of Supervisors:

- a) Approve, ratify, and authorize the Chair of the County Board of Supervisors to execute a First Amendment to the Independent Contractor Agreement with Rincon Consultants, Inc. to provide as-needed Geographic Information Systems (GIS) Emergency Response Services. The original Agreement approved Rincon Professional Services for GIS-related emergency preparedness projects for a total contract amount not to exceed \$130,276.00. This First Amendment establishes GIS Emergency Response Service request terms and conditions and provides reimbursement for requested GIS Emergency Response Services up to \$15,000.00, for a revised total contract amount not to exceed \$145,276.00 for the period of February 1, 2024 through June 30, 2024; and
- b) Determine that the activity is not a "Project" subject to California Environmental Quality Act (CEQA) review per CEQA Guideline Section 15378(b)(5), since the activity is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment.

#### Page 2 of 4

## Summary Text:

This item is on the agenda in order to approve a First Amendment of the Agreement with Rincon Consultants, Inc. to provide as-needed GIS Emergency Response Services during emerging and active incidents and as requested by the Santa Barbara County Office of Emergency Management (OEM). The revised not-to-exceed total contract amount of \$145,276.00 includes the original \$130,276.00 for GIS Professional Services related to emergency preparedness projects, and an additional \$15,000.00 for asneeded GIS Emergency Response Services. A portion of the \$15,000.00 will be used to reimburse Rincon for GIS Emergency Response Services rendered during the February 2024 storms. The GIS Emergency Response Services terms, conditions, and \$15,000.00 reimbursement threshold are effective for the period from February 1, 2024 through June 30, 2024 (unless earlier terminated). These as-needed services will allow OEM and the County/Operational Area Emergency Operations Center (EOC) to access Rincon GIS technical assistance during future emergencies requiring public information, situational awareness, and other life-safety and time-sensitive mapping products. The budget, contract term period (November 28, 2023 to June 30, 2024), and deliverables for the original Rincon Agreement for GIS Professional Services related to emergency preparedness projects remain the same. OEM will oversee Rincon and monitor their services to ensure the satisfactory completion of deliverables and incident-related services.

# **Background:**

GIS technical capabilities and mapping products are critical before, during, and after emergencies to keep the public informed of countywide threats and hazards, current areas subject to protective actions (e.g., evacuations, sheltering in place), the locations of animal and human evacuation shelters, and available support resources. On November 28, 2023, the County approved a Professional Services Agreement with Rincon Consultants, Inc. to complete GIS emergency preparedness project tasks as directed by OEM, including finalizing the Environmental Systems Research Institute, Inc. ("ESRI") Emergency Management Launch kit, standardizing EOC GIS response processes and training County GIS technical staff, and providing OEM/EOC file system organization, documentation and archiving support. The project is currently underway with deliverables associated with the ESRI Emergency Management Launch kit tentatively set to be completed in April 2024. The time period for these services is November 28, 2023 through June 30, 2024.

In response to the two February 2024 storms that posed life-threatening flooding, wind-driven, and landslide risks, OEM requested Rincon provide GIS Emergency Response Services to rapidly publish a Public Information Incident Map to visually inform Santa Barbara County south coast communities of areas under Evacuation Warnings and Orders, publicize on this map the opening of an Evacuation Shelter, and update the map in real-time for the duration of the storm incidents.

This First Amendment establishes terms and conditions for Rincon Consultants, Inc. to provide asneeded GIS Emergency Response Services for future emerging and active incidents. These services will be utilized as a back-up contingency solution in the event OEM emergency managers and County GIS technical staff require emergency mapping technical assistance, and to meet GIS staffing gaps during County/Operational Area EOC activations. This First Amendment includes revisions to the Statement of Work and Payment Arrangements to reimburse Rincon for GIS Emergency Response Services rendered during the February 2024 storms and authorize payment for potential future GIS Emergency Response Service needs, and adds new exhibits with Federal Emergency Management Agency (FEMA) required federal provisions and a federal certification for contracts, grants, loans and cooperative

#### Page 3 of 4

agreements. The GIS Emergency Response Services terms, conditions, and \$15,000.00 reimbursement threshold are effective for the period from February 1, 2024 through June 30, 2024.

## **Contract Renewals and Performance Outcomes:**

The GIS emergency preparedness projects outlined in the original Professional Services Agreement are expected to be completed by the end of the fiscal year; this Agreement will be allowed to terminate on June 30, 2024. A new, standalone Agreement with Rincon for GIS Emergency Response Services is planned for Fiscal Year 2024/2025. As Rincon and OEM near completion of the emergency preparedness projects, post-project GIS support, training, and maintenance needs may be identified. Should this occur, OEM will consider a range of solutions, including future contracting with Rincon to provide periodic or as-needed emergency preparedness GIS Professional Services.

Regarding performance outcomes for current GIS emergency preparedness projects, Rincon is nearing satisfactory completion of Task 1 (Completion of the ESRI Emergency Launch Kit, Job Aid and Training for Non-Technical OEM Emergency Managers). Rincon is currently commencing the initial steps of Task 2 (GIS Pre-Planning, Procedures Development, and Training for GIS EOC Technical Staff).

Regarding performance outcomes for GIS Emergency Response Services rendered during the February 2024 storms, Rincon satisfactorily responded to short-notice requests for emergency assistance and successfully assisted OEM in launching and updating emergency public information incident maps. Rincon completed all required documentation per GIS best practices and the County/Operational Area EOC GIS Unit Position Checklist.

# Fiscal and Facilities Impacts:

### Budgeted: Yes

There are no facility impacts to this amendment or original contract. The consultant is off premise.

The fiscal impact of the amendment totals \$15,000 and will be covered by anticipated savings in the contractual services line item. Funding for the original Agreement was captured within the FY 2023-24 Adopted Budget. Should an incident incur costs associated with Rincon-provided GIS Emergency Response Services, the County plans to pursue reimbursement of any eligible costs through the Federal Emergency Management Agency (FEMA) and California Disaster Assistance Act (CDAA). However, not all incidents will meet FEMA and CDAA approval thresholds. The County will be required to reimburse Rincon for services requested by the County and for which they render satisfactory work and invoicing, regardless of whether FEMA and CDAA reimbursement is available or in the event County cost recovery efforts are unsuccessful. Any costs recouped through state and federal sources will be directed to reimburse the General Fund.

#### Page 4 of 4

## **Fiscal Analysis:**

Funding Sources	<u>Cur</u>	rent FY Cost:	 <u>tal One-Time</u> Project Cost
General Fund	\$	15,000.00	\$ 15,000.00
State			
Federal			
Fees			
Other:			
Total	\$	15,000.00	\$ 15,000.00

# **Special Instructions:**

Please send an electronic copy of the executed contract to Kendall Johnston, <u>kejohnston@countyofsb.org</u> and Yaneris Muñiz, <u>yaneris@countyofsb.org</u>

## **Attachments:**

Attachment A: First Amendment to Independent Contractor Agreement BC-23205

#### Authored by:

Yaneris Muñiz, Emergency Manager