

**Independent Contractor Agreement  
Between  
THE COUNTY OF SANTA BARBARA  
And  
RINCON CONSULTANTS, INC.  
BC-23205  
FIRST AMENDMENT  
Effective February 1, 2024**

This First Amendment is to the Independent Contractor Agreement, number BC-23205 (“Agreement”) by and between the County of Santa Barbara (“County”) and Rincon Consultants, Inc. (“Rincon”) with the initial term beginning November 28, 2023 for the provision of Geographic Information Systems (“GIS”) Professional Services for GIS-related emergency preparedness projects.

**WHEREAS**, 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; and

**WHEREAS**, the COUNTY established a Professional Services Agreement with Rincon to complete GIS emergency preparedness project tasks as directed by the Santa Barbara County Office of Emergency Management (“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; and

**WHEREAS**, the Agreement for Rincon GIS Professional Services is effective from November 28, 2023 through June 30, 2024 unless earlier terminated; and

**WHEREAS**, 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; and

**WHEREAS**, Rincon’s technical expertise in GIS emergency response and public information tools is essential to assist the COUNTY as needed during future emerging and active incidents; and

**WHEREAS**, Rincon’s GIS Emergency Response 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 (OA) Emergency Operations Center (EOC) activations; and

**WHEREAS**, the parties now desire to amend the Agreement’s Statement of Work (EXHIBIT A) to include GIS Emergency Response Services, amend the Agreement’s Payment Arrangements (EXHIBIT B) to reimburse Rincon for GIS Emergency Response Services rendered during the February 2024 storms and authorize payment for potential future GIS emergency response needs, and add new exhibits with Federal Emergency Management Agency (FEMA) required federal provisions and a certification for contracts, grants, loans and cooperative agreements (EXHIBITS D and E); and

**WHEREAS**, the GIS Emergency Response Services terms, conditions, and \$15,000.00 reimbursement threshold for this First Amendment are effective for the term period of February 1, 2024 through June 30, 2024 unless earlier terminated.

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

1. EXHIBIT A STATEMENT OF WORK of the Agreement is amended to include a new section titled “**GIS Emergency Response Services**” with the following stipulations (*the previous sections of EXHIBIT A remain unchanged*):

**A. As-Needed GIS Emergency Response Service Requests**

- i. The decision to request CONTRACTOR GIS Emergency Response Services is at the sole discretion of the COUNTY. The COUNTY OEM Director, Associate Director, Emergency Manager, and Duty Officer are the authorized representatives with the authority to request CONTRACTOR GIS Emergency Response Services specific to the terms of this Agreement.
  - a. Requests may be made by the COUNTY in writing or verbally. Verbal requests will be documented in writing to the CONTRACTOR. The CONTRACTOR will confirm in writing their ability to deliver requested GIS Emergency Response Services, as well as the projected number of hours needed to address the request, and based on the task’s degree of technical complexity, the level of CONTRACTOR GIS staff needed (i.e., GIS Specialist or GIS Director) in order to fulfill the request.
  - b. The CONTRACTOR may have GIS emergency service contracts with other COUNTY Departments with Department-specified service objectives and authorized representatives that are separate and not covered by the provisions of this Agreement.

- ii. At the direction of a COUNTY OEM authorized representative and in coordination with COUNTY/OA EOC staff, the CONTRACTOR will deliver requested GIS Emergency Response Services that may include preparing, publishing and updating ESRI ArcGIS Online Public Information Incident Maps, Situational Awareness Dashboards, and other emergency response and recovery mapping products.
- iii. During the course of service delivery, the CONTRACTOR is required to complete any related data management, information sharing and consolidation, and incident-specific documentation in accordance with GIS best practices, as directed by County/OA EOC staff, and as indicated in the County/OA EOC GIS Unit Position Binder job description, job aids, and checklists.
- iv. The CONTRACTOR assures that personnel rendering GIS Emergency Response Services have subject matter expertise in ESRI ArcGIS Online products and applications, and the ability to rapidly complete time-sensitive GIS emergency response tasks.

**B. Reimbursement and Rates**

- i. This Agreement provides for reimbursement of CONTRACTOR GIS Emergency Response Services when requested by the COUNTY not to exceed \$15,000.00 for the term period of February 1, 2024 through June 30, 2024. The COUNTY shall reimburse the CONTRACTOR directly for actual costs incurred for the provision of requested GIS Emergency Response Services.
- ii. The COUNTY shall only be billed for GIS Emergency Response Services requested by the COUNTY OEM authorized representative in accordance with Section A.i. of EXHIBIT A. Billing invoices shall contain sufficient service request information, including but not limited to which event or incident GIS Emergency Response Services were provided for, the nature or type of services rendered, the location services were rendered (e.g., remote, in-person at the COUNTY/OA EOC), dates and times of service, any travel time, and other pertinent details.
- iii. The agreed upon CONTRACTOR billing rates for GIS Emergency Response Services are:
  - a. **Regular Business Hours Base Hourly Rates (Monday-Friday 8 am – 5 pm, except holidays)**  
GIS Specialist: \$181.00/hour

GIS Director: \$307.00/hour

b. **Outside Regular Business Hours Base Hourly Rates – Multiplied by Time-and-a-Half (Nights and Weekends)**

GIS Specialist: \$271.50/hour (\$181.00/hour x 1.5)

GIS Director: \$460.50/hour (\$307.00/hour x 1.5)

c. **Federally-recognized Holidays Base Hourly Rates – Multiplied by Double Time**

GIS Specialist: \$362/hour (\$181.00/hour x 2)

GIS Director \$614/hour (\$307.00/hour x 2)

- iv. The CONTRACTOR is not authorized to bill the COUNTY separately for any additional supplies, equipment and ancillary costs related to rendering GIS Emergency Response Services, such as but not limited to ESRI license costs, travel-related expenses (e.g., gas, insurance coverage), and food/beverage costs. Any additional costs are assumed to be reflected within the base hourly rates noted in Section B.iii. of EXHIBIT A.
- v. At 80% (\$12,000) of the GIS Emergency Response Services contract threshold, the CONTRACTOR will notify the COUNTY OEM authorized representatives immediately verbally and in writing. The CONTRACTOR will actively monitor costs as they occur in order to notify the COUNTY when actual expenditures reach the 80% threshold.
- vi. To meet ongoing emergency response needs, the COUNTY may elect to expand the contract threshold and, in such case, will complete an amendment to this Agreement and inform the CONTRACTOR in writing of the new threshold or request a cost estimate from the CONTRACTOR for longer-term GIS Emergency Response Services.
2. Within EXHIBIT B PAYMENT ARRANGEMENTS, Section A is amended in its entirety to state (*Sections B, C and D of EXHIBIT B remain unchanged*):
- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements for COUNTY OEM authorized representative requested GIS Emergency Response Services, up to but not to exceed \$145,276.00. The not-to-exceed total contract amount of \$145,276.00 includes \$130,276.00 for GIS Professional Services related to emergency preparedness projects, and \$15,000.00 for as-needed GIS Emergency Response Services. The GIS Emergency Response Services contract threshold shall only be expended per the terms of the “GIS Emergency Response Services” section in EXHIBIT A of this Agreement.

3. An EXHIBIT D and EXHIBIT E will be added to this Agreement to include federal provisions and a certification for contracts, grants, loans and cooperative agreements per Federal Emergency Management Agency (FEMA) contracting requirements as follows:

## **EXHIBIT D FEDERAL PROVISIONS**

### **REMEDIES FOR NONCOMPLIANCE**

- A. In the event COUNTY determines, in its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:
  - i. Require payments as reimbursements rather than advance payments;
  - ii. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
  - iii. Require additional, more detailed financial reports;
  - iv. Require additional project monitoring;
  - v. Requiring CONTRACTOR to obtain technical or management assistance;  
or
  - vi. Establish additional prior approvals.

### **EQUAL EMPLOYMENT OPPORTUNITY**

- A. During the performance of this Agreement, CONTRACTOR agrees as follows:
  - i. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

## **CLEAN AIR ACT**

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **FEDERAL WATER POLLUTION CONTROL ACT**

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **DEBARMENT AND SUSPENSION**

- A. CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

D. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

E. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

A. CONTRACTOR shall file the required certification attached as Exhibit E, Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended), which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

#### **PROCUREMENT OF RECOVERED MATERIALS**

A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.



B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpgprogram>.

## **CHANGES**

A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state:

- i. The date, nature, and circumstances of the conduct regarded as a change;
- ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
- iii. The identification of any documents and the substance of any oral communication involved in such conduct;
- iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
  - What line items have been or may be affected by the alleged change;
  - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.

- B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either –
- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
  - ii. Countermand any communication regarded as a change; iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
  - iii. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.
- D. Equitable Adjustments.
- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
    - In the contract price or delivery schedule or both; and
    - In such other provisions of the Agreement as may be affected.
  - ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

## **ACCESS TO RECORDS**

- A. The following access to records requirements apply to this Agreement:
- i. CONTRACTOR agrees to provide COUNTY, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

### **USE OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO**

A. CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

### **COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS**

A. This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement. CONTRACTOR will only use FEMA funds as authorized herein. CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### **NO OBLIGATION BY FEDERAL GOVERNMENT**

A. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

A. CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

### **MANDATORY DISCLOSURE**

A. CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the

remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

## **DOMESTIC PREFERENCES FOR PROCUREMENTS**

- A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
- i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

- A. CONTRACTOR is prohibited from obligating or expending Funds to procure or obtain, and shall not enter into any contract (or extend or renew any contract) to procure or obtain, any equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- B. As described in Public Law 115-232, section 889, “covered telecommunications equipment” means:
- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

iii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

C. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also 2 CFR section 200.471.

## EXHIBIT E

### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

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Date

First Amendment to Funding Agreement between the **County of Santa Barbara** and **Rincon Consultants, Inc.**

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to be effective February 1, 2024.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

Steve Lavagnino

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

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

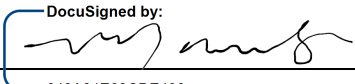
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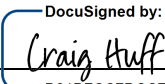
**RECOMMENDED FOR APPROVAL:**

Mark Hartwig  
Fire Chief/Fire Warden

**CONTRACTOR:**

Rincon Consultants, Inc.

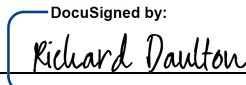
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Authorized Representative  
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Name: Craig Huff  
Title: Chief Information & Security Officer

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:  \_\_\_\_\_  
Authorized Representative  
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Name: Richard Daulton  
Title: Exec. Vice President

By:  \_\_\_\_\_  
Deputy County Counsel  
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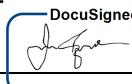
**APPROVED AS TO FORM:**

Gregory Milligan,  
Risk Manager

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:  \_\_\_\_\_  
Risk Manager  
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By:  \_\_\_\_\_  
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