

**AMENDMENT NO. 3 TO THE
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR WITH
Beacon Integrated Professional Resources, Inc., DBA: Hamner, Jewell & Associates
(BC NO. 20-123)**

Pursuant to Paragraph 25 of the Agreement for Services of Independent Contractor (hereinafter AGREEMENT) entered into on August 18, 2020, first amended on December 6, 2022, and second amended on September 15, 2024 as BC No. 20-123, between the Santa Barbara County Flood Control and Water Conservation District (hereafter COUNTY), and **Beacon Integrated Professional Resources, Inc., DBA: Hamner, Jewell & Associates**, having its principal place of business at 3183 Duncan Road, Suite E, San Luis Obispo, CA 93401 California (hereafter CONTRACTOR), the COUNTY and CONTRACTOR amend the AGREEMENT as follows:

1. **Paragraph 3 (SCOPE OF SERVICES) of the AGREEMENT is hereby amended to read:**

CONTRACTOR agrees to provide services to COUNTY in accordance with **EXHIBIT A, EXHIBIT A1, and EXHIBIT A2** attached hereto and incorporated by reference.

2. **Paragraph 4 (Term) of the AGREEMENT is hereby amended to read:**

TERM. CONTRACTOR shall commence performance on **August 18, 2020** and end performance upon completion, but no later than **December 31, 2026** unless otherwise directed by COUNTY or unless earlier terminated. The Public Works Director or designee has authority to extend the term of the Agreement in writing by up to one-year to December 31, 2027 to complete the work within the scope of this Agreement without altering the contract amount, subject to the Board's ability to rescind this delegated authority at any.

3. **Exhibit A, Statement of Work is hereby amended to include:**

Work as described in the attached Statement of Work from CONTRACTOR, attached as **EXHIBIT A2**, incorporated by this reference.

4. **Exhibit B, paragraphs A , B, C, and D 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 **\$293,400**.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the County's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in **Attachment B3**. The total amount of contingency fund is 10% of the agreement amount or **\$29,340**.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A, EXHIBIT A1, and EXHIBIT A2** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B3** (Fiscal Year 2024-25 Rate Schedule). Invoices submitted for payment that are based upon **Attachment B3** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A, EXHIBIT A1, and EXHIBIT A2**.

- D. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B3** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

In all other respects, the AGREEMENT, remains unchanged and in full effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Ex Officio Clerk of Board of Directors of
the Santa Barbara County Flood
Control and Water Conservation District

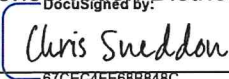
By: 
Deputy Clerk

**SANTA BARBARA COUNTY FLOOD
CONTROL & WATER CONSERVATION
DISTRICT:**

By: 
Laura Capps, Chair
Board of Directors
Date: 4-1-25


RECOMMENDED FOR APPROVAL:

Santa Barbara County Flood Control &
Water Conservation District

By: 
Chris Sneddon
Public Works Director

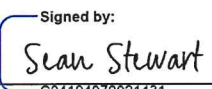
CONTRACTOR:

Beacon Integrated Professional Resources,
Inc., DBA: Hamner, Jewell & Associates

By: 
Lillian Jewell
Authorized Representative
Name: Lillian Jewell
Title: PRESIDENT-Beacon Integrated Professional Reso

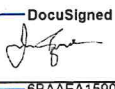
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By:  Signed by:
Risk Management
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Exhibit A2



HAMNER, JEWELL & ASSOCIATES
Government Real Estate Services
 Right of Way Acquisition ~ Relocation Assistance ~ Real Property Consulting
Offices in Ventura, San Luis Obispo and Fresno Counties
 Writer's Contact Info: (805) 773-1459 | ljewell@hamner-jewell.com

January 28, 2025

via email only to: mgriff@countyofsb.org
tconti@countyofsb.org

Matthew Griffin, P.E., Engineering Manager
 Tom Conti, Civil Engineering Specialist
 Santa Barbara County Flood Control & Water Conservation District
 130 East Victoria St., STE 200
 Santa Barbara, CA 93101

Subject: County of Santa Barbara Flood Control – Lower Mission Creek, Reach 4
 Proposal for Additional Services – Temporary Construction Easement Extensions

Dear Matt and Tom,

Thank you for reaching out to Hamner, Jewell & Associates (HJA) regarding the Lower Mission Creek, Reach 4 Project. It is my understanding that with the project construction delay to now commence construction in 2026, you seek our assistance in pursuing Temporary Construction Easement ("TCE") term extensions to cover the new expected construction period duration. As such, we will need to extend TCEs on the following properties:

Address	APN	Owner	Extension of Rights Needed
119 W. Haley	AP 037-203-002	Laing/Haskell	TCE
423 Chapala	AP 037-203-025	Salvation Army	TCE
401 Chapala	AP 037-600-054	Sevilla Associates	TCE
414 De La Vina	AP 037-500-CA1	De La Vina Partners/Edwards	TCE
426 De La Vina	AP 037-203-019	Hernandez	TCE
428 De La Vina	AP 037-203-020	Ross	TCE
430 De La Vina	AP 037-203-021	Harrison	TCE
Plus Additional Appraisal and Acquisition Assistance to Reach a Purchase Agreement on this Parcel:			
124 E. Gutierrez	AP 037-203-011	Gama	Permanent Easement & TCEs

As you know, negotiations to acquire most of these easements were challenging and we are very glad to have finalized agreements and acquisitions on all of these except the Gama property over the past few years. We are hoping that we will not need to obtain appraisals of the needed TCEs and can instead work with you to determine reasonable extension payments based on the prior appraisals and agreements. As such, I am assuming an allocation of HJA staff time, with no formal appraisal costs other than to reappraise the Gama property. For that appraisal, we have reached out to Steve Schott for an appraisal proposal. As you know, Steve did the reappraisals on the other Mission Creek Reach 4 parcels so utilizing Steve for the Gama reappraisal will bring consistency and fairness to the reassessment of value.

Corporate & San Luis Obispo County	3183 Duncan Road, Suite E, San Luis Obispo, CA 93401	(805) 773-1459
Ventura County	260 Maple Court, Suite 277, Ventura, CA 93003	(805) 658-8844
Central Valley	264 W. Fallbrook Avenue, Suite 101, Fresno, CA 93711	(559) 412-8710

Proposal for Right of Way Services 2025
Mission Creek Reach 4
January 28, 2025
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This time estimate and budget includes obtaining a new appraisal on the Gama property and re-presenting a purchase offer based on the reappraisal, thereafter working with Mr. Gama's attorney and the District's attorney to support achieving a settlement agreement in lieu of ongoing litigation. Both attorneys seem to support this approach and therefore we have included this effort in this additional scope of work.

Also included in the scope of work is time to work with the Seville Homeowner's Association ("HOA"). As you know, working with an HOA involves working with groups of people and therefore takes extra time with group meetings, multiple contacts, and a formal HOA approval process. We have participated in several group on-site meetings over the years in the past and anticipate time to answer questions of the group, meet with HOA members, and facilitate the process of reaching an agreement to extend the term of the original, now expired, TCE on the HOA property common area.

The proposed additional budget for this ongoing described and anticipated work is as follows:

Task	Quantity	Cost
TCE Extensions:	7 ownerships	\$50,400
Gama	Appraisal	\$6,500
	Acquisition Services	\$8,000
Expenses (mileage et al)		\$ 400
Total		\$ 65,300

Contingency: To expedite the appraisal for delivery within 4 to 6 weeks, Appraiser Schott requires an expedite fee of \$2,000. If you expect to need to expedite the appraisal delivery, please add \$2,000 to this budget. Otherwise delivery will be 6 to 8 weeks from authorization to proceed.

As always, we will bill only for time and expenses actually incurred in pursuing and completing the described scope of work. We will take the most cost effective course, utilize our prior relationships, and reach out by phone, mail and email with requests for cooperation in granting the requested additional one year TCE term. However knowing these owners, I expect the potential need for time to negotiate; I expect several to seek to negotiate TCE terms and payments. We will be available for in person site meetings as needed to achieve the project goals. We will do our best to keep it simple and expedite this process as cost-effectively as possible. If you have any concerns with this budget, please feel free to call on me. I am happy to discuss. With any excess budget, we can provide owner coordination support such as construction updates and formal Notices of Commencement of Construction. This is a proposed Time and Materials budget allocation specifically for this project for 2025, intended to provide you with the right of way support needed to prepare the project for the 2026 construction date in as smooth a manner as possible, on an as needed basis.

I look forward to continuing to assist you with these extended right of way services for the Mission Creek Reach 4 Project. Please call me at (805) 773-1459 or email ljewell@hamner-jewell.com with any questions or to request anything further you may need to prepare and process the 2025 contract scope and budget extension.

Sincerely,


Lillian D. Jewell
Senior Associate / Project Manager
Phone: (805) 773-1459
Email: ljewell@hamner-jewell.com

ATTACHMENT B3

Fiscal Year 2024-25 Rate Schedule



FISCAL YEAR 2024-2025 RATE SCHEDULE

Hamner, Jewell & Associates

(a Division of Beacon Integrated Professional Resources, Inc.)

Hamner, Jewell & Associates is committed to providing the most cost effective, quality real estate services available. At all times, by pre-directive, our clients may structure and direct our efforts and general time expenditures so as to maintain control of the course of our scope of work and the cost of our services. We will bill only for time and costs actually expended in accomplishing the project goals in the most efficient and professional manner.

Our Rate Schedule for fiscal year 2024-2025 follows:

Senior Associate – Lillian Jewell	\$288 an hour
Senior Associates II	\$175-205 an hour
Senior Associate I	\$140-185 an hour
Associates II (Acquisition/Relocation)	\$120-150 an hour
Associates I (Acquisition/Relocation)	\$95-135 an hour
Contract Administrators	\$120-180 an hour
Project/Transaction/Escrow Coordinators	\$95-135 an hour
Project Assistants	\$75-95 an hour
Clerical Support	\$65-75 an hour
Appraisers	Lump Sum Fee per Appraisal Assignment

These rates are inclusive of general office expenses, overhead, and profit. Reimbursable costs that may be passed through to the client as additional expenses include travel expenses (based upon the standard IRS mileage reimbursement rate for automobile travel, or actual expenses for rail or air travel), special handling fees such as certified, express mail, and courier delivery charges, postage, photography, copy and printing, certain project/client-specific telephone expenses, and other charges made by third parties in connection with performing the scope of services. Such third-party expenses may include, but are not limited to, such costs as moving bid fees, title and escrow company charges, notary fees, and appraisal fees. Per diem charges may apply in cases where a necessary project meeting is more than two hours auto commuting time away from a Hamner, Jewell & Associates (HJA) office location.

All reimbursable and third-party expenses will be billed to the client at cost plus 10%, with appropriate invoices or other appropriate documentation provided for reference, unless mark-up is contractually restricted. Mileage and travel costs will be passed through without mark-up.

Statements for work shall be rendered monthly. Payments are due within thirty days. Payments not received within said period will accrue interest at a rate of 10% per annum.

If HJA is called upon or compelled to provide support for litigation or other proceedings, or respond to subpoenas in any way whatsoever related to the work HJA has completed on client's behalf, client shall pay HJA for required time in accordance with the hourly rates and fees specified in this Fee Schedule, except, however, any time for court testimony and depositions shall be paid at a rate of \$500/hour for HJA Senior Associates, \$325/hour for HJA Associates, and \$200/hour for HJA support staff. HJA shall additionally be reimbursed for all out-of-pocket and overhead expenses in connection with such proceedings. This provision shall survive the term of the contract and shall be binding without restriction or otherwise stated contract budget limitations.

Rates may be adjusted at the beginning of each calendar year, not to exceed an annual 4% adjustment, rounded to the nearest dollar.

HAMNER, JEWELL & ASSOCIATES | WWW.HAMNER-JEWELL.COM
