

**FIRST AMENDMENT
TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
BETWEEN COUNTY OF SANTA BARBARA
AND
WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR (“First Amendment”) is made by and between

COUNTY OF SANTA BARBARA,
A political subdivision of the State of California,
Hereinafter referred to as “COUNTY”,

And

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC
Hereinafter referred to as “CONTRACTOR”;

With reference to the following:

WHEREAS, on May 7, 2019, COUNTY and CONTRACTOR entered into an Agreement for Services of Independent Contractor for CONTRACTOR to assist COUNTY in development of Phase One of the Countywide Recreation Master Plan with a total contract amount not to exceed \$169,999; and

WHEREAS, on January 26, 2021, COUNTY and CONTRACTOR entered into an Agreement for CONTRACTOR to assist COUNTY in development of Phase Two of the Countywide Recreation Master Plan with a total maximum contract amount not to exceed \$429,999 (hereinafter the “Phase Two Agreement”); and

WHEREAS, COUNTY and CONTRACTOR seek to increase the total maximum contract amount of the Phase Two Agreement by \$400,506 by this First Amendment to the Phase Two Agreement for CONTRACTOR to provide additional consulting services to incorporate recently grant-funded and previously funded recreation projects into the Master Plan and for planning and environmental documentation associated with potential amendments to COUNTY’s Comprehensive Plan, Community Plans, and Zoning Ordinances; and

WHEREAS, Exhibit B, “PAYMENT ARRANGEMENTS,” section A of the Phase Two Agreement sets forth the total maximum contract amount that can be paid, and the additional services requested by the COUNTY will exceed this total maximum contract amount; and

WHEREAS, Section 25, “ENTIRE AGREEMENT AND AMENDMENT,” of the Phase Two Agreement provides that COUNTY and CONTRACTOR may amend the Phase Two Agreement at any time provided that such amendments make specific reference to the Phase Two Agreement, and are executed in writing, signed by a duly authorized representative of each party, and approved by COUNTY’s governing body; and

WHEREAS, the parties desire to amend the total maximum contract amount of the Phase Two Agreement, as set forth in Exhibit B, “PAYMENT ARRANGEMENTS,” section A, for a new total maximum contract amount not to exceed \$830,505.

NOW, THEREFORE, the parties agree to amend the Phase Two Agreement as follows:

1. Additional services to be provided by CONTRACTOR shall be added to Exhibit A, "SCOPE OF WORK," as follows:

"Task 11: FOCUSED PUBLIC OUTREACH TO NON-ENGLISH-SPEAKING COMMUNITY

CONTRACTOR shall:

- Solidify a list of people and partner organizations to receive a public outreach package of materials (e.g., surveys, posters, FAQs, templates for an email blast, social media posts, Spanish surveys ready to print), so they can distribute these materials to their constituents.
- Host a virtual meeting (Zoom or Microsoft Teams) to discuss the importance of the selected people's and organization's roles in the Recreation Master Plan and be available for support throughout the public outreach campaign.
- Solicit individuals and organizations to act as ambassadors to assist with this Master Plan-focused outreach program. CONTRACTOR shall also use the initial virtual meeting as a stakeholder interview to listen to the needs and concerns of each organization. Organizations could include the Dunes Center, Mixteco Indigena Community Organizing Project, Bici Centro, PLAY, UCSB's Center for Engaged Communities Research, Boys and Girls Club - Santa Maria Valley, Vamos Afuera/Get Out Stay Out, Lompoc Valley Community Health Organization (HEAL Initiative), Guadalupe Kids Come First, Guadalupe Sports Hall of Fame, Little House by the Park/Family Service Center, Santa Maria Valley Chamber of Commerce, PTAs, teachers who work in migrant education programs, etc.
- Coordinate with university partners to conduct an internship program (with a 3+-month commitment) where students serve as ambassadors to directly meet with people to fill out surveys and collect direct input. The interns will set up and facilitate events to promote the Project and collect input for consideration in the Recreation Master Plan, including:
 - Host a roundtable discussion in Spanish;
 - Outreach in small group/listening sessions; and
 - Hold pop-up events (e.g., tabling at festivals, sporting events, farmers markets, etc.) to gather input from underserved communities with on-site interpreters to facilitate easier conversations with typically hard-to-reach communities. These pop-up events have been an invaluable outreach tool during the COVID-19 pandemic, allowing direct input from a diversity of voices. CONTRACTOR shall attend two (2) initial popups to train interns.
- Integrate results of the focused outreach program with the Recreation Master Plan, including the recreational needs assessment, planned improvements, and public outreach program.

Task 11 Deliverables:

- CONTRACTOR shall host one (1) initial meeting (virtual) to establish community partners and enlist their assistance in engaging hard-to-reach community members, including providing outreach materials (print materials are already produced; additional printing/production is not included in this scope).
- CONTRACTOR shall host one (1) virtual meeting with university partners to establish an internship program, plus weekly oversight of intern efforts and deliverables over approximately 3 months.
- CONTRACTOR shall attend up to two (2) pop-up events to support interns in training.
- CONTRACTOR shall prepare a brief technical report or Master Plan appendix summarizing the methodology and findings of the outreach effort.
- CONTRACTOR shall prepare amendments to the Master Plan summarizing all targeted public outreach activities.

Task 12: POTENTIAL AMENDMENTS TO COMPREHENSIVE PLAN AND ZONING ORDINANCES TO SUPPORT COUNTYWIDE RECREATION PLANNING

Task 12.1. Potential Amendments to Support Countywide Recreation Planning

Potential Comprehensive Plan Amendments for Recreation

CONTRACTOR shall prepare a draft updated Recreation Section of the Land Use Element. The update shall refresh the narrative about recreational values, define the range of recreation uses, explain the relationship to the community plans, delete old needs assessment and ratio, and reference the Countywide Recreation Master Plan for needs and improvements. The update shall provide a new recreation policy framework to support County Parks, implement the Recreation Master Plan, identify priorities, and establish new programs, including a recreation benefit project program. The recreation benefit project program would encourage participation by private property owners by defining criteria for recreation benefit projects and providing clear incentives for recreation benefit projects. CONTRACTOR shall also review the existing Proposed Park/Recreation Overlay, and consider updates to it, and application of it to new sites consistent with the Master Plan. CONTRACTOR shall propose potential amendments to land use maps where changes to land use designations or the Proposed Park/Recreation Overlay may be desired.

Based on the Recreation Section update, CONTRACTOR shall also draft updates to other areas of the Comprehensive Plan, as needed (see Task 12.3 for the outreach program to support these updates). CONTRACTOR shall review other land use designations for opportunities to expand the range of, and provide incentives for, allowable recreational uses (e.g., trails in Planned Residential Development). CONTRACTOR shall review Open Space, Conservation, Environmental Resource Management Element, Circulation, and Energy Elements for potential updates for internal consistency with an updated Recreation Section of the Land Use Element. CONTRACTOR shall also develop a community plan recreation policy compendium and propose amendments to community plans as needed to be consistent with any updates to the Land Use Element (e.g., Proposed Park/Recreation Overlay or land use designations for recreation projects). CONTRACTOR shall deliver a comprehensive set of proposed amendments for consideration by the public and processing by the County Planning & Development Department.

LUDC/MLUDC/Article II Amendments for Recreation

CONTRACTOR shall review the County Land Use Development Code (LUDC), Montecito LUDC, and Article II for existing recreation-related regulations and development standards and assess consistency with potential amendments to the Comprehensive Plan. CONTRACTOR shall develop a proposed centralized discussion (i.e., a new section of Chapter 35) specifically for recreation to define allowable recreation uses in existing zoning districts and consider potential expanded allowable uses. This section will refer to other sections of the LUDC to build from existing zoning regulations. The new section shall also enact a proposed recreation benefit projects program, including implementing criteria, permit downshifts or changes, and clear incentives for recreation benefit projects developed through the potential Comprehensive Plan amendments. CONTRACTOR shall also propose amendments to the Proposed Park/Recreation Overlay as needed and apply the overlay to potential new sites consistent with the Recreation Master Plan, as well as prepare proposed zoning map amendments to ensure consistency with any potential Comprehensive Plan amendments.

Task 12.1 Deliverables:

- CONTRACTOR shall prepare an updated Recreation Section of the Land Use Element.
- CONTRACTOR shall prepare other proposed Comprehensive Plan amendments.
- CONTRACTOR shall prepare draft recreation amendment text and proposed amendments to the LUDC/MLUDC and Article II.
- CONTRACTOR shall deliver to Community Services a package of proposed Comprehensive Plan and LUDC/MLUDC and Article II amendments and coordinate with COUNTY for 2 rounds of COUNTY staff review and associated edits (administrative draft and screencheck draft).
- CONTRACTOR shall attend three (3) meetings with COUNTY staff to review the administrative draft, screencheck draft, and proposed final amendments; see also, Tasks 12.2 and 12.3 below).

Task 12.2. Expanded CEQA Programmatic Environmental Review (Program EIR) of Comprehensive Plan and LUDC/MLUDC/Article II Amendments

This task supplements existing Task 8 for preparation of a Program EIR for the Recreation Master Plan Project. CONTRACTOR shall expand each EIR study area to programmatically address and mitigate the impacts of proposed amendments to the Land Use Element, other elements, community plans, and the LUDC/MLUDC/Article II. CONTRACTOR shall expand the scoping process to include potential amendments in the EIR project description and alternatives analysis. CONTRACTOR shall develop a project description of potential amendments, including mapping and graphics, as well as the recreation benefit project program. CONTRACTOR shall expand the EIR to include an expanded "Other CEQA Considerations" chapter to address resources with no impacts or insignificant impacts (e.g., minerals, population/housing). CONTRACTOR shall develop programmatic mitigation measures for potential amendments that become Comprehensive Plan policies/programs and/or LUDC development standards and regulations. These mitigation measures shall apply to all applicable projects regardless of location (since the location of specific projects may be unknown).

Task 12.2 Deliverables:

- CONTRACTOR shall expand the EIR analysis and mapping in the administrative draft, screencheck draft, public draft, administrative final draft, and final draft EIRs.
- The administrative and screencheck draft EIR and expanded analysis CONTRACTOR prepares for the proposed Comprehensive Plan and LUDC/MLUDC and Article II amendments shall be subject to 2 rounds of COUNTY staff review and associated edits (administrative draft and screencheck draft).

Task 12.3. Program Initiation/Management, Public Outreach, and Decision-Maker Hearings

Program Initiation and Board Workshop to Initiate Amendments

CONTRACTOR shall facilitate one (1) kickoff meeting with COUNTY staff to discuss the approach, goals, and schedule for proposed amendments prepared under Task 12.1. CONTRACTOR shall create a schedule and key milestones and coordinate project initiation and review loops. CONTRACTOR shall prepare materials (e.g., applicable portions of a County staff report and a presentation) and present this package at one (1) Board of Supervisors hearing for review and comment on the conceptual proposed amendments package (both Comprehensive Plan and Zoning Ordinance Amendments). COUNTY shall handle all required noticing and distribution.

Task 12.3 Program Initiation Deliverables:

- CONTRACTOR shall prepare draft content for County staff reports and presentation to the Board of Supervisors.
- CONTRACTOR shall provide project management and team coordination
- CONTRACTOR shall prepare a PowerPoint presentation for the Board of Supervisors hearing.
- CONTRACTOR shall prepare a project schedule and communications

Expanded Public Outreach to Develop Potential Amendments

Additional general public outreach will be required to inform and develop the proposed potential amendments to the Comprehensive Plan and Zoning Ordinances (Task 12.1). CONTRACTOR shall facilitate three (3) stakeholder meetings and two (2) public workshops, including creating a contact list, presentation, and meeting materials. All meetings will be virtual with interactive tools. As part of the stakeholder meetings, CONTRACTOR shall solicit targeted input from property owners in key areas interested in recreation benefit projects and associated public improvements. CONTRACTOR shall prepare website updates, social media posts, emails to interested parties lists, and press releases for these outreach events. Following the outreach effort, CONTRACTOR shall synthesize and present public input and integrate it with the proposed amendments.

Task 12.3 Expanded Amendment Outreach Deliverables:

- CONTRACTOR shall host three (3) stakeholder meetings

- CONTRACTOR shall host two (2) public workshops
- CONTRACTOR shall conduct targeted phone and/or virtual meeting contacts with interested property owners.

Planning Commissions and Board Hearings to Adopt Proposed Amendments and Certify Program EIR

The proposed amendments will require decision-maker consideration for review and adoption, which will be processed by the County and Planning & Development Department. CONTRACTOR shall support County Parks and Planning & Development staff with regard to decision-maker hearings through focused assistance with hearing preparation and shall attend two (2) Planning Commission hearings, and one Montecito Planning Commission hearing, if necessary, to recommend approval of potential amendments and certification of the EIR and one (1) Board of Supervisors hearing to adopt proposed amendments and certify the EIR. COUNTY shall handle all staff reports, docketing, noticing, and distribution.

Task 12.3 Hearing Support Deliverables:

- CONTRACTOR shall attend up to four (4) hearings on the proposed amendments.
- CONTRACTOR shall assist with preparation of two (2) PowerPoint presentations to summarize proposed amendments.

Task 12.4. Integration with Recreation Master Plan

The Recreation Master Plan will require adjustments to expand its analysis of the existing regulatory framework to reflect potential Comprehensive Plan/LUDC amendment recommendations from Task 12.1. CONTRACTOR shall prepare a compendium of goals, policies, development standards, actions, and programs from COUNTY's community plans as an appendix to the Recreation Master Plan. CONTRACTOR shall incorporate the recreation benefit project program and eligibility criteria, include recreational uses defined by potential amendments, and expand Master Plan recommendations for programmatic amendments. This effort shall include an additional review of the administrative draft, draft, and final Recreation Master Plan, as well as additional steering committee coordination, review, and two (2) additional meetings.

Task 12.4 Deliverables:

- CONTRACTOR shall prepare expanded and additional sections of the Recreation Master Plan.
- CONTRACTOR shall attend two (2) additional steering committee meetings.

TASK 13: JALAMA BEACH COASTAL ACCESS PLAN

CONTRACTOR shall:

- Work with COUNTY staff and the design / engineering firm on reaching a targeted completion of 60% of design plans for the trail and stairway sufficient to support permitting.
- Perform reconnaissance-level biological resource surveys of the coastal bluff trail, which traverses coastal bluff scrub habitat, as well as the coastal access trail and stairway.
- Provide a wetland delineation survey within the canyon bottom should the final design potentially impact the minor stream corridor.
- Fold environmental review of the proposed blufftop trail, coastal access trail and stairway, and parking area into the Program EIR for the Master Plan.
- Ensure that site-specific findings are provided in the Program EIR to facilitate permitting of the blufftop trail, coastal access trail and stairway, and parking area
- Prepare a pre-application to County Planning & Development Department and submit the application for a Coastal Development Permit (CDP).

Task 13 Deliverables:

- CONTRACTOR shall host an onsite kickoff meeting with COUNTY staff to discuss improvements and associated fields notes and actions.
- CONTRACTOR shall prepare initial concept design options for COUNTY staff review.
- CONTRACTOR shall provide targeted interested party and regulatory agency coordination consultation.
- CONTRACTOR shall draft design drawings for COUNTY staff review.

- CONTRACTOR shall prepare final permit level 60% design drawing.
- CONTRACTOR shall perform all required CEQA review of the Recreation Master Plan Program EIR, including reconnaissance-level technical studies as described above.
- CONTRACTOR shall prepare all pre-applications and draft Coastal Development Permit Packages as described above.

TASK 14: GUADALUPE CAMPGROUND PLANNING & CONSTRUCTION

CONTRACTOR shall:

- Conduct targeted initial outreach to and coordinate with community leaders, stakeholders, the general public, and property owners as required or requested by COUNTY.
- Perform an initial basic constraints analysis of up to three (3) potential campground locations, including access, utilities, zoning, and land use designations, and physical environmental constraints (e.g., flooding, biology) to inform basic feasibility analysis and site selection.
- Coordinate with County staff, City of Guadalupe staff, Amigos de Guadalupe, and other key stakeholders to review and consider initial research that could affect site selection and feasibility.
- Work with a campground designer on basic parameters of urban vs. rural campground designs, such as a public pool and park in an urban campground as opposed to shelters and more rustic facilities in a rural campground, required acreage, and basic campground design parameters.
- Prepare concept-level campground plans for the preferred site.
- Provide a concept-level economic discussion of the factors affecting the viability of potential campgrounds.
- Summarize recommended improvements in the Recreation Master Plan and include details of improvements in an appendix.
- Support continued COUNTY discussions with the Coastal Conservancy over grant funding acquisition.
- Coordinate with the campground designer and key stakeholders such as County Parks, the City of Guadalupe, Amigos de Guadalupe, and interested residents as needed on finalizing sites to be reviewed and subject to constraints analysis.
- Prepare desktop studies for flood hazards, farmland, agricultural preserves, biology, cultural resources, geology, etc., to support site-specific analysis and mitigation measures for the selected site(s) to the extent possible within the allocated budget. CONTRACTOR shall consult with all available data sources such as the California Natural Diversity Data Base, the National Wetland Inventory maps, Audubon Blue list, the City of Guadalupe General Plan, known cultural resource maps, flood plain maps, State Important Farmland Maps, the Natural Resource Conservation Service soils maps, agricultural preserve maps, geologic hazard maps (e.g., Dibblee Maps), etc. Site-specific analysis of the selected site(s) shall be based on desktop background research and reconnaissance level fieldwork.
- Incorporate environmental analysis into the Recreation Master Plan Draft EIR, including any needed mitigation measures (e.g., preconstruction surveys) and alternatives.
- Coordinate with the City of Guadalupe, County Planning & Development Department, and other agencies on potential permitting and environmental review issues.
- Respond to all public comments received on this project as part of the Draft EIR.
- Prepare draft findings and, if needed, overriding considerations for the selected campground site.
- Prepare summaries of the campground assessment for the County Planning Commission and Board of Supervisors and / or City of Guadalupe staff reports in support of decision-making.

Task 14 Deliverables:

- CONTRACTOR shall host an onsite kickoff meeting with COUNTY staff to discuss improvements and associated fields notes and actions.
- CONTRACTOR shall prepare a reconnaissance study of key environmental resources and constraints for up to three (3) potential campground locations.
- CONTRACTOR shall provide targeted interested party and agency coordination consultation.
- CONTRACTOR shall perform all required CEQA review for the campground as part of the Recreation Master Plan EIR, including reconnaissance-level technical studies as described above.

TASK 15: POINT SAL TRAILS ACCESS STUDY

CONTRACTOR shall:

- Identify targeted improvements to the Ridge Trail where needed, such as realignment of segments to skirt hilltops or other realignments as needed due to property issues.
- Identify adjustments to the routing of or improvements to other existing trail segments to address issues such as erosion, steep slopes, or trail tread surface improvements.
- Analyze potential installation of support facilities, including a new 20+ space parking lot at the ridgeline to shorten the hike to area beaches, installation of interpretive signage, and a trail system map, as well as a restroom for visitors.
- Incorporate recommended improvements into the Recreation Master Plan and include details in an appendix.
- Coordinate with key stakeholders, potentially including the County General Services Department Real Property Division to pursue easements from private property owners along the ridge trail and at Mussel Rock, Vandenberg Space Force Base, and California State Parks to authorize road and trail use as needed.
- Perform a general review of Point Sal Road stability issues and identify needed improvements (e.g., drainage, erosion control).
- Provide support for continued COUNTY discussions with the Coastal Conservancy over grant funding acquisition.
- Coordinate with the COUNTY, which would lead outreach to Vandenberg Space Force Base, California State Parks, and private ranch owners as needed on property issues and trail alignment.
- Perform desktop studies for biological resources, cultural resources, and geology and soils to support site-specific findings and mitigation measures. CONTRACTOR shall consult with readily available data sources such as the California Natural Diversity Database, the National Wetland Inventory maps, Audubon Blue list, the draft 1991 Master Plan, known cultural resource maps, and geologic hazard maps (e.g., Dibblee Maps, NRCS soil surveys).
- Conduct site-specific analysis of potential project impacts based on background research and fieldwork.
- Incorporate these findings into the Recreation Master Plan Draft EIR.
- Coordinate with the County Planning & Development Department and responsible agencies on potential permitting and environmental review issues.
- Prepare responses to all applicable public comments received on the Draft EIR.
- Prepare draft findings and, if needed, overriding considerations for the Pt. Sal Trails Access.
- Prepare summaries of this project for the County Planning Commission and Board of Supervisors staff reports.

2. Section A of Exhibit B, "PAYMENT ARRANGEMENTS," shall be replaced in its entirety, as follows:

"For CONTRACTOR services to be rendered under this Agreement, as amended by this First Amendment, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$830,505."

3. A new Section E shall be added to Exhibit B, "PAYMENT ARRANGEMENTS," as follows:

\$120,000.00 of the total contract amount identified in Section A of this Exhibit B, "PAYMENT ARRANGEMENTS," shall be set aside and used solely for the payment of services and/or reimbursement of costs for CONTRACTOR's services to be provided for the Task 13: Jalama Beach Coastal Access Plan as set forth in Exhibit A, and as defined in and within the cost basis of Attachment B2 (Additional Schedule

of Fees). No part of these \$120,000.00 in funds shall be used for any other CONTRACTOR services to be provided under this Agreement.

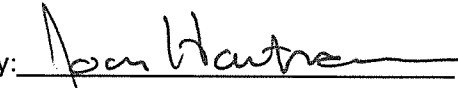
4. Attachment B2 (Additional Schedule of Fees) shall be added, as attached hereto. CONTRACTOR shall not have the right to amend the budget for Task 13 or move the budget between Task 13 and other Tasks.
5. Except as set forth in Sections 1 through 4 above, this First Amendment shall not modify or change any of the provisions of the Agreement and the parties to this Agreement, as amended by this First Amendment, are bound by the provisions of the Agreement, as amended herein.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this First Amendment by the respective authorized officers as set forth below to be effective as of the date executed by all parties.

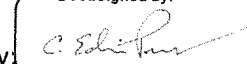
ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: 
Deputy Clerk

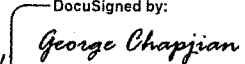
COUNTY OF SANTA BARBARA:

By: 
JOAN HARTMANN
Chair, Board of Supervisors


APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

DocuSigned by:
By: 
A99ED5BD71D04FB...
Deputy Auditor-Controller

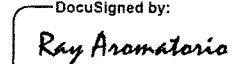
COUNTY OF SANTA BARBARA, COMMUNITY SERVICES DEPARTMENT:
GEORGE CHAPJIAN, DIRECTOR

DocuSigned by:
By: 
516A633ACF984E9...
Department Head


APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
By: 
0251CC884E3B41F...
Deputy County Counsel

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC

DocuSigned by:
By: 
D3DB8526E16F47F...
Risk Manager

"CONTRACTOR"
Wood Environment and Infrastructure Solutions, Inc.:

By: 
Aaron Goldschmidt, Vice President

Date: January 28, 2022

ATTACHMENT B2**ADDITIONAL SCHEDULE OF FEES**

Task No.	Task Title	Contractor Labor	Expenses	Contracted Markup*	Total Cost
11	Focused Outreach Coordination	\$19,030	\$1,220	\$288	\$20,538
12.1	Comp Plan Amendments	\$41,865	\$2,484	\$618	\$44,967
12.2	Expanded CEQA	\$46,735	\$2,600	\$675	\$50,010
12.3	Initiation, Management, and Outreach	\$34,625	\$0	\$346	\$34,971
12.4	Rec Plan Integration	\$17,885	\$1,832	\$326	\$20,043
13	Jalama Beach Blufftop Trail	\$33,793	\$79,487	\$6,697	\$119,977
14	Guadalupe Campground	\$33,955	\$14,542	\$1,503	\$50,000
15	Point Sal Trails	\$42,475	\$6,574	\$951	\$50,000
	Subtotal	\$270,363	\$108,739	\$11,404	\$390,506
	Contingency				\$10,000
	Total Project Cost				\$400,506

* Contracted markup includes 8% on direct labor charges and 1% on subcontractors and expenses.