

**FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR  
BETWEEN THE COUNTY OF SANTA BARBARA AND RINCON CONSULTANTS, INC**

**THIS FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR BETWEEN THE COUNTY OF SANTA BARBARA AND RINCON CONSULTANTS, INC** (hereafter referred to as First Amendment) is made and entered into, on March 1, 2022 by, and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY), and Rincon Consultants, Inc. with an address at 180 North Ashwood Avenue, Ventura, CA, 93003 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, the County received grant funding from the Department of Conservation's (DOC) Proposition 68 Regional and Local Planning grant to, among other tasks, set up TerraCount for integrating a Natural and Working Lands Component into the County's 2030 Climate Action Plan (CAP); and

**WHEREAS**, TerraCount is a land use and management planning tool developed by the DOC available for cities, counties, districts, and planners to analyze the carbon stock and natural resource implications for different development patterns and management activities; and

**WHEREAS**, TerraCount requires spatial 2030 land cover data to estimate the values of future carbon stock and natural resources; and

**WHEREAS**, a State-and-transition simulation model (ST-SIM) is an ecological simulation tool used by the U.S. Forest Service to document and justify management actions in forest plans and shall be used to develop 2030 land cover scenarios as a necessary input for running TerraCount; and

**WHEREAS**, The DOC has recommended and approved the inclusion of a ST-SIM in order to complete the deliverables outlined in the grant agreement; and

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

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

The Agreement is amended as follows:

1. Delete Section 4 "TERM" in its entirety and replace it with the following:  
CONTRACTOR shall commence performance upon approval and execution by all parties and end performance upon completion, but no later than April 29, 2022, subject to annual budget appropriations, unless otherwise directed by COUNTY or unless earlier terminated.
2. Amend Exhibit B "Payment Arrangements" by deleting Section A in its entirety and replacing it with the following:

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$130,070, which shall be inclusive of an amount not to exceed \$20,070 for task 6A, ST-SIM, specified in EXHIBIT A. The not-to-exceed amounts to be paid CONTRACTOR for each task and subtask are set forth in the line item budget provided in EXHIBIT B-1.** COUNTY shall have the sole discretion to authorize changes to the budgeted line item amounts.

3. Delete Exhibit B-1 "BUDGET" in its entirety and replace it with the following:

**EXHIBIT B-1  
Budget**

<b>Professional Fees by Task</b>	<b>Cost</b>
Task 1 Project Kickoff	\$2,690
Task 2 Stakeholder Engagement	\$4,770
Task 3 Land-based GHG emissions Inventory & Landscape Carbon Stock Inventory	\$11,756
Task 4 Baseline Reference Scenario	\$11,372
Task 5 GHG Reduction Strategies and Associated Co-Benefits	\$15,706
Task 6 Run TerraCount Scenarios	\$12,946
Task 6A Run ST-SIM	\$20,070
Task 7 Integrate Natural and Working Lands into COUNTY's CAP	\$7,820
Task 8 Additional Data Processing, Technical Analysis, and Software Coding**	\$30,000
<b>Subtotal Cost</b>	<b>\$117,130</b>
<b>Direct Costs</b>	
Vehicle Costs	\$400
General Administrative	\$2,340
Printing and Materials***	\$200
<b>Total Additional Costs</b>	<b>\$2,940</b>
<b>Summary</b>	
Professional Fees Subtotal	\$67,060
Direct Costs Subtotal	\$32,940
<b>Total Project Budget</b>	<b>\$120,070</b>
<b>Total Project Budget with Contingency</b>	<b>\$130,000</b>

**TASK 6A Budget Breakdown**

<b>Staff Level</b>	<b>Rate</b>	<b>Hours</b>	<b>Cost</b>	<b>Description</b>
Principal II	\$ 240.00	6	\$ 1,440.00	Principal review
Senior Planner II	\$ 175.00	12	\$ 2,100.00	Project Manager review
Planner II	\$ 115.00	22	\$ 2,530.00	Modeling support and Tech Appendix preparation
GIS Specialist	\$ 140.00	100	\$ 14,000.00	Running ST-SIM, drafting Tech Appendix
<b>Total Cost</b>	-	140	\$ 20,070.00	-

4. Amend EXHIBIT A "STATEMENT OF WORK" to include TASK 6A

**Task 6A Run the State-and-Transition-Simulation model (ST-SIM)**

- ❖ Rincon shall utilize the 2001 and 2016 carbon stock inventory developed in Task 3 as necessary inputs for running ST-SIM
  - ❖ Rincon shall run ST-SIM to develop two 2030 landcover scenarios—Scenario 1 shall represent a business-as-usual projection, and Scenario 2 shall represent a max-infill projection
  - ❖ Rincon shall utilize the ST-SIM 2030 land cover data as necessary inputs for running TerraCount and modeling co-benefits of various land use and land management practices identified in Task 5
5. Unless otherwise amended pursuant to this First Amendment, all provisions of the Agreement, as amended by the First Amendment, shall remain unchanged and in full force and effect.

[Signature pages follow]

First Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Rincon Consultants, Inc.

SIGNATURE PAGE

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

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

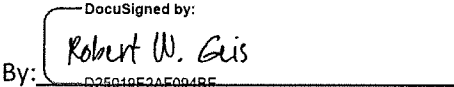
By:   
Deputy Clerk


By:   
JOAN HARTMANN,  
Chair, Board of Supervisors

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

COUNTY OF SANTA BARBARA,  
COMMUNITY SERVICES DEPARTMENT:

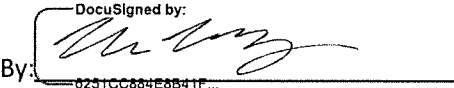
GEORGE CHAPJIAN, DIRECTOR

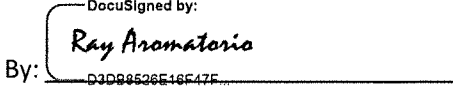
DocuSigned by:  
  
By: \_\_\_\_\_  
Deputy Auditor- Controller

DocuSigned by:  
  
By: \_\_\_\_\_  
Department Head

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

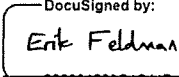
APPROVED AS TO FORM:  
RAY AROMATORIO, ARM, AIC

DocuSigned by:  
  
By: \_\_\_\_\_  
Deputy County Counsel

DocuSigned by:  
  
By: \_\_\_\_\_  
Risk Manager

**"CONTRACTOR"**

Rincon Consultants, Inc.

By:   
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Authorized Representative  
Name: Erik Feldman  
Title: Principal