

**AMENDMENT NO. 1 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, 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 530 Paulding Circle, STE A, Arroyo Grande, CA 93420, California 93105 (hereafter CONTRACTOR), the COUNTY and CONTRACTOR amend the AGREEMENT as follows:

1. Paragraph 4 of the Agreement is hereby amendment to read:

TERM. CONTRACTOR shall commence performance on **August 18, 2020** and end performance upon completion, but no later than **December 31, 2024** unless otherwise directed by COUNTY or unless earlier terminated.

2. Paragraph 34. Immaterial Changes of the Agreement is hereby added to read:

34. IMMATERIAL CHANGES OF THE AGREEMENT.

CONTRACTOR and COUNTY agree that immaterial changes to this Agreement such as time frame and mutually agreeable work program changes which will not result in a change to the total contract amount or to the scope of the Statement of Work may be authorized by the Public Works Director, or designee in writing, and will not constitute an amendment to the Agreement.

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 A1**, 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 **\$228,100**.
- 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 **Attachments B1 and B2**. The total amount of contingency fund is 10% of the agreement amount or **\$22,810**.
- 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 and EXHIBIT A1** 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 B1** (Fiscal Year 2020-21 Rate Schedule) and **Attachment B2** (Fiscal Year 2022-23 Rate Schedule). Invoices submitted for payment that are based upon **Attachment B1 and Attachment B2** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A and EXHIBIT A1**.

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 **Attachments B1** and **B2** 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 No. 1 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

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

By: Shela Olaguerra
Deputy Clerk

By: Joan Hartmann
Joan Hartmann, Chair
Board of Directors

Date: 12-6-22

RECOMMENDED FOR APPROVAL:

Santa Barbara County Flood Control &
Water Conservation District

By: Scott McGolpin
267CB1830C65741F
Scott D. McGolpin
Public Works Director

CONTRACTOR:

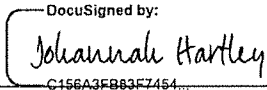
Beacon Integrated Professional Resources,
Inc., DBA: Hamner, Jewell & Associates

By: Lillian Jewell
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Authorized Representative
Lillian Jewell

Name: _____
Title: Pres-Beacon Integrated Prof Resources, I

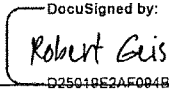
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
C156A3FB83F7454...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
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Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: 
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Risk Management

EXHIBIT A1



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 Telephone Number: (805) 773-1459
 Writer's email address: ljewell@hamner-jewell.com

October 28, 2022

via email to: mgriff@countyofsb.org

Matthew Griffin, PE
 Engineering Manager
 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

Dear Matt,

Thank you for reaching out to us regarding the Lower Mission Creek, Reach 4 Project. It is my understanding that you want to prepare a contract amendment for this project, extending the original expiration date of June 30, 2023, to June 30, 2025, and adding additional budget for revised appraisals needed to update dates of values since the original appraisals are now dated, and allocating additional time for potential needed support through the Resolution of Necessity and eminent domain initiation process. The following properties are expected to require appraisal updates and ongoing services:

Address	AP#	Owner	Rights Needed for Acquisition	
430 De La Vina	AP 037-203-021	Harrison	Permanent Easement	TCE
428 De La Vina	AP 037-203-020	Ross	Permanent Easement	TCE
426 De La Vina	AP 037-203-019	Hernandez	Permanent Easement	TCE
422 De La Vina	AP 037-203-018	Delucia	n/a	TCE
414 De La Vina	AP 037-500-CA1	De La Vina Partners	Permanent Easement	TCE
124 E. Gutierrez	AP 037-203-011	Gama	Permanent Easement	TCE
401 Chapala	AP 037-600-054	Sevilla Associates		TCE

We will continue to provide services to also complete the Salvation Army and Laing-Haskell purchases. As you know, each of these owners have signed agreements to transfer the sought rights needed for the project to the County Flood Control District. We are opening escrow on the Salvation Army acquisition and processing the Laing-Haskell TCE acquisition outside of escrow.

For additional budget for this ongoing work, we provide the following cost proposal:

Task	Cost
Appraisal Services	\$23,100
RW Acquisition Services	\$72,000
Project Expenses (milceage, notary, delivery)	\$3,000
Total	\$98,100

As always, we will bill only for time and expenses actually incurred in pursuing and completing the sought acquisitions.

Corporate and San Luis Obispo County Office	530 Pauiding Circle, Suite A, Arroyo Grande, CA 93420	(805) 773-1459
Ventura County Office	260 Maple Court, Suite 277, Ventura, CA 93003	(805) 658-8844
Central Valley Office	264 Fallbrook, Suite 101, Fresno, CA 93711	(559) 412-8710

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This budget will cover new appraisals on each of the above listed parcels, by Steve Schott, MAI. Before proceeding with appraisals, however, we will review the necessity to obtain a new appraisal and seek your concurrence. We have also confirmed pricing for appraisal updates by original appraiser Jeremy Bagott, MAI, and the budget above will cover either of these appraiser options.

It is difficult to project over 2 ½ years of potential time that may be required for support if litigation is involved. Our hope is always to aid the District in achieving amicable cooperative agreements without the need for litigation but we know that this project involves at least one owner who has expressed adamant dissatisfaction with the project. Again, we will bill only for time necessarily expended to achieve the acquisition agreements. If we redevelop momentum with updated appraisals and offers, our goal would be to achieve the cooperative agreements with each property owner by your mid-year 2023 deadline. I am happy to discuss the budget allocation so please don't hesitate to give me a call to discuss the assumptions. At blended hourly rates for the different levels of staff support in the acquisition process, this budget should cover about 480 hours of HJA staff time for the acquisition services over the 2-year extension time period.

I look forward to continuing to assist the Flood Control District with these extended services. Please call me at (805) 773-1459 or email ljewell@hamner-jewell.com with any questions or anything further you may need to prepare and process the contract scope and budget extension.

Sincerely,



Lillian D. Jewell
Managing Senior Associate

Att: HJA 2022-2023 Time and Materials Fee Schedule

ATTACHMENT B2
Fiscal Year 2022-23 Rate Schedule

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FISCAL YEAR 2022-2023 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-direction, 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 Fiscal Year 2022-2023 Rate Schedule, effective July 1, 2022, is as follows:

Managing Senior Associate	\$288 an hour
Senior Associates II	\$145-205 an hour
Senior Associates 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 Coordinators	\$95-135 an hour
Transaction Escrow Coordinators	\$85-130 an hour
Transaction Assistants	\$60-95 an hour
Assistants/Clerical Support	\$50-75 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. Fees charged by insurance companies for issuing insurance certificates for client per contract requirements will also be billed through to client for reimbursement. Per diem charges may apply in cases where the project area 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 30 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 annually with thirty days advance written notice. Publication and distribution of this rate schedule shall be deemed such annual notice with regard to annual rate adjustment contractual provisions.

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