

ATTACHMENT A

AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES OF INDEPENDENT
CONTRACTOR

**FIRST AMENDMENT TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
BY AND BETWEEN
COUNTY OF SANTA BARBARA
AND
ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)**

THIS FIRST AMENDMENT (“First Amendment”) to Board Contract BC24216 is made by and between the County of Santa Barbara, a political subdivision of the State of California (“County”), and Environmental Science Associates (“Contractor”), whose principal place of business is located at 550 Kearney Street, Suite 800, San Francisco, CA 94108.

WHEREAS, the County and Contractor are parties to that certain Board Contract BC24216 dated September 5, 2024, as amended, the (“Agreement”);

WHEREAS, it has been deemed necessary by the Director of Planning and Development to increase the maximum contract amount under the Agreement by forty-nine thousand, one hundred and fifty-one Dollars (\$49,151.00), for an amended maximum contract amount of five hundred fifty-two thousand, one hundred and thirty-six Dollars (\$552,136.00).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree to amend the Agreement as follows:

1. Effectiveness of Agreement. Except as expressly modified by Exhibit B, PAYMENT ARRANGEMENTS, all of the provisions of the Agreement remain in full force and effect.
2. Counterparts. This First Amendment may be executed in several counterparts, all of which taken together shall be deemed to be originals and shall constitute a single agreement between the parties hereto.
3. Exhibit B is replaced in its entirety with the following.

EXHIBT B PAYMENT ARRANGEMENTS

**Periodic Compensation and Periodic Compensation at Selected Milestones
(with attached Schedule of Fees)**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total Agreement amount, including cost reimbursements, up to but not to exceed **\$552,136** including contingency funds and inclusive of \$150,149.00 that was previously under Purchase Order CN6619 but otherwise cancels, nullifies, and supersedes CN6619. The CONTRACTOR must obtain written permission from the COUNTY DESIGNATED REPRESENTATIVE before initiating any work using contingency funds (\$19,118) and before moving funds between tasks.
- B. 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** 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** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed under Tasks 1, 2, 3a, and 4 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 B1** 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.
- D. For Task 3b-3e, Environmental Document preparation, upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory 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.

Percentage of Task 3 Amount	Milestone Description	Maximum Amount Chargeable
13%, to be billed monthly	Task 3a: Project Management/Coordination Meetings	\$41,596
6%	Task 3b: Initial Study/Notice of Preparation	\$19,986
20%	Task 3c.1: Introduction, Project Description, Methodology, and Concept Alternatives	\$65,630

Agreement of Services of Independent Contractor by and between County and ESA
Amendment No. 1

	Descriptions	
40%	Task 3c.2: Remainder of Administrative Draft EIR	\$132,070
4%	Task 3d.1: Screencheck Draft Program EIR	\$12,556
4%	Task 3d.2: Proof Check Draft Program EIR	\$13,028
2%	Task 3d.3: Public Review Draft Program EIR	\$7,121
9%	Task 3e.1: Screencheck Final Program EIR	\$28,516
2%	Task 3e.2: Final Program EIR and MMRP	\$6,919
TOTAL		\$327,422

The final milestone payment above shall not be made until all Task 3 services have been completed and item(s) as specified in **EXHIBIT A** have been delivered and found to be satisfactory.

- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

[This area intentionally left blank.]

Attachment B1: Schedule of Fees

Job Title	Rate
Principal Consultant 5	\$ 321 per hour
Managing Consultant 6	\$ 300 per hour
Principal Consultant 3	\$265 per hour
Senior Principal Consultant 1	\$255 per hour
Principal Consultant 2	\$238 per hour
Principal Consultant 2	\$238 per hour
Managing Consultant 3	\$234 per hour
Managing Consultant 3	\$234 per hour
Senior Consultant 4	\$212 per hour
Associate Consultant 6	\$203 per hour
Senior Consultant 3	\$192 per hour
Senior Consultant 3	\$192 per hour
Associate Consultant 5	\$190 per hour
Associate Consultant 4	\$177 per hour
Associate Consultant 4	\$177 per hour
Consultant 6	\$169 per hour
Associate Consultant 3	\$164 per hour
Associate Consultant 3	\$164 per hour
Senior Consultant 1	\$155 per hour
Consultant 3	\$129 per hour
WSP Subconsultant	\$302.40 per hour
Mileage	0.67 per mile or the current IRS standard mileage rate: https://www.irs.gov/tax-professionals/standard-mileage-rates
Printing	See below Printing/Reproduction Rate Table

Printing/Reproduction Rates

If a weekly or monthly rate is not provided, equipment usage is billed at a daily rate.

ITEM	RATE/PAGE	SAMPLE PRICING
Black & White – 8.5 x 11	\$0.15	
Black & White – 11 x 17	\$0.30	
Color – 8.5 x 11	\$0.50	
Color – 11 x 17	\$0.80	
B&W – Plotter (Toner – ECO Quality)	\$0.50/sf	24x36 B/W CAD drawing would cost \$3 per sheet
B&W – Plotter (Toner – Presentation Quality)	\$1.25/sf	24x36 B/W CAD drawing would cost \$7.50 per sheet
Color – Plotter (Inkjet – ECO Quality)	\$2.50/sf	24x36 Color Drawing would cost \$15 per sheet
Color – Plotter (Inkjet – Presentation Quality)	\$5.00/sf	24x36 Color Drawing would cost \$30 per sheet
CD	\$10.00	
Digital Photography	\$20.00 (up to 50 images)	
All Other Items (including bindings and covers)	At cost plus 10%	

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of the first date fully executed by all of the parties hereto.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Planning & Development
Department

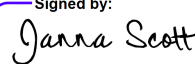
CONTRACTOR:

Environmental Science Associates

By: 

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Department Head

Lisa Plowman
Director of Planning &
Development

By: 

A24327E18444401...
Authorized Representative

Name: _____

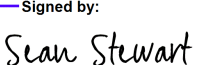
Title: _____

APPROVED AS TO FORM:

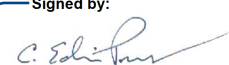
Rachel Van Mullem
County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

Betsy M. Schaffer, CPA
Auditor-Controller

By: 

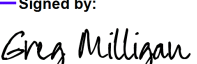
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Deputy County Counsel

By: 

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Deputy

APPROVED AS TO FORM:

Risk Management

By: 

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Risk Management