

**SECOND AMENDMENT  
TO  
PHASE TWO AGREEMENT FOR SERVICES OF INDEPENDENT  
CONTRACTOR BETWEEN COUNTY OF SANTA BARBARA  
AND  
WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.**

**THIS SECOND AMENDMENT TO THE PHASE TWO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR (“Second Amendment”) is made by and between**

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

and

WSP USA ENVIRONMENT & INFRASTRUCTURE, 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**, on February 15, 2022, COUNTY and CONTRACTOR entered into a First Amendment to the Phase Two Agreement for CONTRACTOR to provide additional consulting services with a total maximum contract amount not to exceed \$830,505 (hereinafter the “First Amendment”); and

**WHEREAS**, on September 21, 2022, Wood Environment & Infrastructure Solutions, Inc. was acquired by WSP USA ENVIRONMENT & INFRASTRUCTURE, INC; and

**WHEREAS**, COUNTY and CONTRACTOR seek to increase the total maximum contract amount of the Phase Two Agreement, as amended by the First Amendment, by \$30,000 by this Second Amendment to the Phase Two Agreement for CONTRACTOR to provide additional consulting services in support of Planning Commission public workshops for discussion of 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 \$860,505.

**NOW, THEREFORE**, the parties agree to amend the Phase Two Agreement, as amended by the First Amendment, as follows:

1. All references to "CONTRACTOR" in the Phase Two Agreement and the First Amendment shall include WSP USA Environment & Infrastructure Inc."
2. Additional services to be provided by CONTRACTOR shall be added to Exhibit A, "SCOPE OF WORK," as follows:

**Task 16: Support for County Planning Commission public workshops on proposed amendments in the Countywide Recreation Master Plan**

CONTRACTOR shall:

- Prepare written content for two (2) draft staff reports and prepare two (2) draft PowerPoint presentations to outline proposed amendments to the Land Use and Open Space Elements and Land Use and Development Code and foster discussion of amendments.
- Attend and assist in facilitating two (2) County Planning Commission informal workshops. CONTRACTOR must work together with County staff to collate comments collected during each workshop.
- Attend two (2) meetings with the County Planning and Development Department (P&D) and Parks Division staff (and other key department staff identified by County) to review the input/direction received and consider potential changes to the proposed amendments in response if needed.

Deliverables:

- Notes and action items from meetings with County Parks, P&D, and other department staff (as determined by County) and from the two (2) Planning Commission workshops.
- Written content for two (2) staff reports and two (2) PowerPoint presentations in support of the Planning Commission workshops.
- After the completion of the workshops, one round of edits/revisions to the proposed Land Use and Open Space Elements, Land Use and Development Code and community plans amendment package. The round of edits will be made in response to the complete array of input received and direction from County. The revised recreation planning amendments package will be used in support of development of the Program EIR project description and project alternatives for CEQA environmental review, as well as a basis for final proposed amendments for decision-maker consideration as part of the Countywide Recreation Master Plan adoption.

3. Section A of Exhibit B, "PAYMENT ARRANGEMENTS," as amended by the First Amendment, shall be replaced in its entirety, as follows:

"For CONTRACTOR services to be rendered under this Agreement, as amended by this Second Amendment, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$860,505."

4. Attachment B3 (Additional Schedule of Fees) shall be added, as attached hereto.
5. Except as set forth in Sections 1 through 4 above, this Second Amendment shall not modify or change any of the provisions of the Phase Two Agreement, as amended by the First Amendment, and the parties to this Agreement, as amended by this First Amendment, are bound by the provisions of the Agreement, as amended by the First Amendment and as further amended herein.

**IN WITNESS WHEREOF**, COUNTY and CONTRACTOR have executed this Second 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

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
DAS WILLIAMS  
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:  
*Robert Eis*  
By: \_\_\_\_\_  
D25019E2AF094BE...  
Deputy Auditor-Controller

DocuSigned by:  
*George Chapjian*  
By: \_\_\_\_\_  
89FB8FFFEFE9E4F2...  
Department Head

**APPROVED AS TO FORM:**

RACHEL VAN MULLEM  
COUNTY COUNSEL

**APPROVED AS TO FORM:**

Greg Milligan

By:   
Deputy County Counsel

DocuSigned by:  
*Gregory Milligan*  
By: \_\_\_\_\_  
DC240AC1E64247D...  
Risk Manager

**"CONTRACTOR"**

WSP USA Environment and Infrastructure, Inc.:

By: \_\_\_\_\_  
Aaron Goldschmidt, Vice President

Date: \_\_\_\_\_

**ATTACHMENT B3****ADDITIONAL SCHEDULE OF FEES**

<b>Task No.</b>	<b>Task Title</b>	<b>Direct Labor</b>	<b>Expenses</b>	<b>Contracted Markup*</b>	<b>Total Cost</b>
<b>16</b>	<b>Additional Amendments Outreach</b>	<b>\$29,703</b>	<b>\$0</b>	<b>\$297</b>	<b>\$30,000</b>

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