

THIS FIFTH AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR (Fifth Amendment), 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), is effective as of date of execution by COUNTY. Initially capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement for Services of Independent Contractor (the "Agreement") as amended by the First Amendment to the Agreement for Services of Independent Contractor.

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; and

WHEREAS, CONTRACTOR and COUNTY entered into the Agreement effective as of July 7, 2020, and needed to extend the term of the Agreement to allow for CONTRACTOR's provision of additional services; and

WHEREAS, the COUNTY executed the First Amendment increasing the total not to exceed budget to \$532,631 and extending the term to March 30, 2023; and

WHEREAS, the COUNTY executed the Second Amendment extending the Agreement term, as amended by the First Amendment, to complete the scope of services from March 30, 2023 to December 31, 2023.

WHEREAS, the COUNTY executed the Third Amendment extending the Agreement term, as amended by the First Amendment, from December 31, 2023 to June 30, 2024; and

WHEREAS, the COUNTY executed the Fourth Amendment extending the Agreement term, as amended by the First Amendment, from June 30, 2024 to December 31, 2024, and modified the scope of work to complete the 2023 community greenhouse gas inventory; and

WHEREAS, the COUNTY seeks to extend the term, modify the scope of work to conduct technical and environmental analysis on potential measures to address emissions from oil and gas operations, and to increase the budget;

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

The Agreement, as amended by the Fourth Amendment, is amended as follows:

1. Section 4, Term, of the Agreement: Delete December 31, 2024, and replace with December 31, 2025.
2. EXHIBIT A Statement of Work: Add the following Task 9.

Task 9.1 Project Kick Off Meeting and Data Request

Rincon shall:

- Facilitate the meeting with the County staff to confirm the project approach and deliverables, project timeline, and review the existing data landscape.
- Select the best inventory data year based on available data and alignment with the County CAP or inventory update
- Gather available data from the Petroleum Unit, Energy, Minerals and Compliance Division, Santa Barbara County Air Pollution Control District, California Air Resources Control Board (CARB) and the Geologic Energy Management Division (CalGEM).

Deliverables:

- Kickoff Meeting Agenda and Minutes
- Data Source Summary
- Data collection assistance contingency (up to 10 hours of Rincon staff time)

Task 9.2 Prepare Oil and Gas Industry GHG Inventory

Rincon shall:

- Prepare a petroleum industry inventory that:
 - strives to capture several years' worth of data in order to identify trends within the County;
 - utilizes best disaggregated data and make estimates where necessary to quantify emissions from key processes, as is available; and
 - collates oil and gas production data to evaluate the efficiency of oil production.
- Provide a completed copy of the inventory tool which will contain all activity data, emissions factors, emissions data, and references for methodologies as well as easy to read summary tabs
- Develop a summary memorandum with relevant tables and charts detailing the oil and gas inventory findings

Deliverables:

- Summary memorandum of oil and gas GHG emissions inventory (Word & Adobe PDF)
- Oil and gas industry GHG Inventory Calculation Tool (MS Excel)

Task 9.3 Quantify GHG Emission Reduction Potentials

Rincon shall:

- Develop a scenario tool which will quantify the emissions from various sources of emissions within the oil and gas inventory
- Work with the County to identify policies and programmatic approaches to addressing oil and gas industry emissions.
- Incorporate guidance from recently enacted Assembly Bills related to oil and gas regulation.

Deliverables:

- Technical memorandum of oil and gas industry GHG reduction/regulation strategy (Word & Adobe PDF)

Task 9.4 Evaluate Impacts to Communitywide Inventory, Targets, and CEQA Streamlining

Rincon shall:

- Evaluate the potential impacts and consequences of either integrating the oil and gas sector into the 2030 CAP or preparing a separate but aligned document
- Evaluate how oil and gas fluctuations could impact the ability of the County to meet its goals over time as well as how including or excluding oil and gas emissions under the CEQA streamlining provisions could impact new oil and gas project reviews
- Consider how potential strategies (such as limiting or banning new oil and gas extraction) could mitigate these impacts and if changes to the EIR, checklist, or thresholds would need to be developed
- Outline the impacts in a memorandum which will include several options for how to deal with oil and gas emissions moving forward

Deliverables:

- Memorandum on Oil and Gas inventory impacts to community inventory, CAP targets and CEQA streamlining

Task 9.5 Project Progress Meetings and Project Management

Rincon shall:

- Coordinate and host biweekly project progress meetings through the lifetime of the proposed work

Deliverables:

- Twelve (12) Biweekly virtual meetings with the County
- Monthly invoices with progress reports

3. EXHIBIT B-1 Budget: Update the Budget Table as follows:

Detailed Task Description	Cost
Task 1. Climate Action Planning Toolkit	\$45,876
Task 2. Community Activation	\$197,615
Task 3. CAP Document	\$50,549
Task 4. CEQA and Environmental Analysis	\$84,106
Task 5. Environmental Thresholds of Significance	\$33,260
Task 6. Final Decision Maker Hearings, Certification & Documents	\$9,920
Task 7. CAP Project Management	\$25,863
Task 7.2 Additional As-Needed Services	\$73,543
Task 8. 2023 GHG Inventory	\$25,041
Task 9. Petroleum Inventory & Analysis	\$53,270
9.1 Project Kick Off Meeting and Data Request	\$6,464
9.2 Prepare Oil and Gas Industry GHG Inventory	\$19,525
9.3 Quantify GHG Emission Reduction Potentials	\$11,294
9.4 Evaluate Impacts to Communitywide Inventory, Targets, and CEQA Streamlining	\$9,475
9.5 Project Progress Meetings and Project Management	\$6,512
Reimbursable Expenses	\$11,900
TOTAL	\$585,901

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

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:

Community Services Department

CONTRACTOR:

Rincon Consultants, Inc.

By: ^{DocuSigned by:} Jesus Armas
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Jesus Armas
Department Head

By: ^{Signed by:} Erik Feldman
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Authorized Representative

Name: Erik Feldman
Title: Principal

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: ^{Signed by:} Tyler Sprague
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Deputy County Counsel

By: ^{DocuSigned by:} [Signature]
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Deputy

APPROVED AS TO FORM:

Risk Management

By: ^{Signed by:} Greg Milligan
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Risk Management