

THIS FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR (First 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. 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").

**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 need to extend the term of the Agreement to allow for CONTRACTOR's provision of additional services; and

**WHEREAS**, the COUNTY has requested that the CONTRACTOR review and update the COUNTY's 2007, 2016 and 2018 greenhouse gas inventories at an additional cost of \$16,396 for a total Agreement not to exceed \$532,631.

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

The Agreement is amended as follows:

1. Section 4, Term, of the Agreement: Delete September 30, 2022, and replace with March 30, 2023.
2. Exhibit A STATEMENT OF WORK:

Task 1.1 shall be replaced with the following in its entirety:

Rincon shall:

- Rincon shall provide its proprietary inventory tool and dashboard, **CAPDash**, to COUNTY and update the display and reporting of the County's greenhouse gas (GHG) inventory. Rincon shall provide COUNTY with a copy of **CAPDash** and the rights to utilize the software for the purpose of displaying and reporting the County's GHG inventory. CONTRACTOR does not assign to COUNTY any copyright, patent, and other intellectual property and proprietary rights to **CAPDash**. Ownership of the intellectual property and source software code of **CAPDash** shall remain the property of Rincon Consultants, Inc.
- Rincon shall provide a **training and presentation** providing an overview of CAPDash to the Santa Barbara County Regional Climate Collaborative, as well as provide **technical appendices** that summarize the methodologies, data sources, assumptions, results and other information upon request by COUNTY.
- Complete the **2018 (Calendar Year) Inventory** by:
  - Reviewing the methodology for estimating Transportation-related emissions, using all additional technical documentation available.
  - Developing an appropriate methodology for estimating Transportation emissions.
  - Identifying accurate sources and methods for estimating vehicle miles traveled activity data and calculating emissions accordingly.
  - Estimating 2018 Off-Road emissions.
  - Estimating Stationary and Industrial emissions.
- Prepare a **data evaluation memorandum**, which will act as a data repository. The data evaluation memo shall establish a replicable pathway of GHG emissions reporting and understanding of the

source, accuracy, and appropriateness of the data used. In addition, the memo shall include an overview of the calculation methodologies that were used to calculate the inventory, clearly demonstrating all County specific inputs. This memorandum will be based in part on confidential data not allowed to be published due to California Public Utilities Commission Energy Data Request Program (EDRP) rules. However, this memorandum shall be adapted to remove private EDRP data, so it can be included as a publicly available appendix for the Climate Action Plan.

- Review all three inventories (2007, 2016, 2018) to identify areas where inconsistencies between each of the inventories exist. After any inconsistencies are identified, Rincon shall review them with the County and revise the inventories accordingly and prepare an **inventory update and consistency memorandum** that describes the revisions that were made and why. This memorandum shall specifically describe the changes to the various inventories to make them consistent and provide an explanation of the emission rate trend and changes from 2007 to 2018.
3. Exhibit B, PAYMENT ARRANGEMENTS, Section A: replace “\$516,235” with “\$532,631.”
  4. Exhibit B-1, Budget, shall be replaced with the following in its entirety:

Detailed Task Description	Cost
<b>Task 1 Climate Action Planning and Toolkit</b>	<b>\$45,876</b>
Task 1.1 Community Greenhouse Gas Inventory Tool	\$27,936
Task 1.2 Emission Reduction Measure Prioritization Tool & Analysis	\$11,870
Task 1.3 Measure Implementation and Tracking Tool	\$6,070
<b>Task 2 Community Activation &amp; Stakeholder Engagement</b>	<b>\$232,506</b>
Task 2.1 Coordinated Community Activation Plan & Stakeholder Engagement	\$26,640
Task 2.2 Pre-launch	\$76,070
Task 2.3 Launching the Plan (Launch)	\$37,460
Task 2.4 Developing the Plan	\$77,120
Task 2.5 Finalizing the Plan	\$15,216
<b>Task 3 CAP Document</b>	<b>\$66,958</b>
Task 3 CAP Document	\$43,924
Task 3.1 Financial Strategy (Hatch)	\$17,480
Task 3.2 Study Session	\$5,554
<b>Task 4 CEQA &amp; Environmental Impact Report</b>	<b>\$82,930</b>
Task 4.1 Notice of Preparation and Scoping Meeting	\$4,044
Task 4.2 Administrative Draft EIR	\$28,040
Task 4.3 Draft EIR	\$12,060
Task 4.4 Administrative Final EIR	\$22,198
Task 4.5 Final EIR	\$16,028
Task 4.6 Notice of Determination	\$560

<b>Task 5 Environmental Thresholds of Significance</b>	<b>\$31,778</b>
Task 5.1 Review of Forecasts and Establish Appropriate Capture Rate	\$10,430
Task 5.2 Prepare Updated Thresholds, Screening Criteria, and List of Potential Mitigation Measures	\$13,000
Task 5.3 Update Environmental Thresholds and Guidelines Manual	\$8,348
<b>Task 6 Final Decision Maker- Hearings, Certification, and Documents</b>	<b>\$9,920</b>
Task 6 Final Decision Maker Hearings, Certification, and Documents	\$9,920
<b>Task 7 Project Management</b>	<b>\$22,370</b>
Task 7 Project Management	\$14,970
Task 7.1 Interpretation & Translation Services	\$7,400
<b>Subtotal Labor</b>	<b>\$492,337</b>
<b>Additional Costs</b>	<b>\$40,293</b>
General and Administration*	\$18,393
CAPDash License	\$5,000
Printing and Outreach Materials**	\$6,900
Supplies, Travel, Communications	\$10,000
<b>Total Additional Costs</b>	<b>\$532,631</b>

\*All labor involving subconsultants includes a 15% mark-up fee.

\*\* Assumed a fixed printing and outreach material budget of \$6,900. All printing will be billed on a time and material basis.

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: *Shalee LaGuerra*  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: *Bob Weber*  
Chair, Board of Supervisors

Date: 6/22/2021

**RECOMMENDED FOR APPROVAL:**

Community Services Department

By: *Geo Chapjian*  
George Chapjian  
Department Head

**CONTRACTOR:**

Rincon Consultants, Inc.

By: *Erik Feldman*  
Erik Feldman  
Authorized Representative

Name: Erik Feldman

Title: Principal

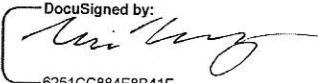
By: *Richard Daulton*  
Richard Daulton  
Authorized Representative

Name: Richard Daulton

Title: Vice President

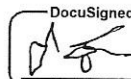
**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By:   
62510C884E8B41F  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:   
E1998503A4304B7...  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By:   
D3DB8628E16F47F...  
Risk Management