

THIS FOURTH AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR (Fourth 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 seeks to modify the scope of work and to extend the contract term to complete the 2023 community greenhouse gas inventory.

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

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

1. Section 4, Term, of the Agreement: Delete June 30, 2024, and replace with December 31, 2024.
2. EXHIBIT A Statement of Work: Add the following Task 8.

#### **Task 8 - 2023 Greenhouse Gas Inventory**

Rincon previously prepared the 2018 community inventory for the County in support of the 2030 CAP. In using GHG inventories to track progress over time, it is essential that future inventories are prepared in a manner that is consistent with past inventories. Therefore, Rincon will utilize the same methodology, data sources and assumptions as employed for the 2018 community inventory in the updated inventory under this scope of work. Refer to the memorandum *County of Santa Barbara 2018 Greenhouse Gas Emissions Inventory and Forecast Memorandum* dated December 30, 2021 for details on the methodology and assumptions utilized.

##### **8.1 Kick Off and Data Request**

Rincon shall facilitate an **initial project kickoff meeting** with County staff to confirm the project approach, identify the inventory year to utilize, and review the data needs. Rincon shall provide a **comprehensive**

**data request** broken into sections to provide a clear understanding of the responsible parties for collecting specific data pieces to be included in the 2023 community inventory. Rincon shall also provide the **signed non-disclosure agreements** as required by utilities as part of the Energy Data Request Program (EDRP) required by the California Public Utilities Commission (CPUC).

### **8.2 Prepare 2023 Community GHG Inventory**

Rincon shall prepare the **2023 community inventory**. The community inventory update shall follow Local Governments for Sustainability (ICLEI) United States Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (Community Protocol) and Office of Planning and Research (OPR) Additionally, the inventory used global warming potential (GWP) values for methane (CH<sub>4</sub>) and nitrous oxide (N<sub>2</sub>O) consistent with the Intergovernmental Panel on Climate Change Assessment Report 5 (IPCC AR5). To also align with the 2018 community inventory, the community inventory update shall include emissions associated with the following six sectors:

- Energy (electricity and natural gas usage)
- Transportation (on-road and off-road)
- Solid Waste
- Water
- Wastewater
- Agriculture<sup>1</sup>

Emission factors shall be updated for all sectors based on best practices including the most updated versions of Environmental Protection Agency (EPA) emission factors and updated electricity emission factors from the utilities (e.g., PG&E, SCE, and Central Coast Community Energy (CCCE)). Waste emission factors will be based on the most recent waste characterization study provided by the waste hauler and/or CalRecycle.

Rincon shall update Transportation emissions using data from Replica, a data platform that uses crowd sourced big data from GPS, cell phone, credit card transactions, real estate data, and ground truthing along with powerful machine learning techniques to generate weekly land use and VMT models that are then scaled with census data and updated on a quarterly basis.

Rincon shall provide a completed **inventory tool** which will contain all activity data, emissions factors, emissions data, and references for methodologies as well as easy to read summary tabs.

Following approval from the County, Rincon shall provide both the **unlocked inventory tool** and a **summary memorandum with relevant tables and charts of the 2023 community inventory findings**. The memorandum will highlight key findings and examine trends based on available data provided by the County. It is anticipated that this memorandum will include a brief qualitative update, as well as an assessment of the changes in emissions.

### **8.3 Add 2023 Community GHG Inventory into CAPDash**

Rincon shall populate the County's **CAPDash with the 2023 community inventory data** and provide an **orientation to County staff** to be able to use CAPDash and provide future updates.

---

<sup>1</sup> The County's GHG reduction targets are based on an inventory profile that does not include agricultural emissions as the County has limited jurisdictional control and influence over agricultural emissions. However, previous inventories for the County have included agricultural emissions as an informational item. As such, agricultural emissions will also be quantified as part of this scope of work.

**8.4 GHG Inventory Project Management**

Rincon shall participate in **up to three (3) hours of virtual meetings** with the County.

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

| Detailed Task Description   | Budget Update    |                  |
|---|------------------|------------------|
|   | Original Cost    | New Cost         |
| <b>Task 1. Climate Action Planning Toolkit</b>                              | <b>\$45,876</b>  |                  |
| <b>Task 2. Community Activation</b>   | <b>\$232,506</b> | <b>\$203,853</b> |
| <b>Task 3. CAP Document</b>   | <b>\$66,958</b>  |                  |
| <b>Task 4. CEQA and Environmental Analysis</b>                              | <b>\$82,930</b>  | <b>\$67,428</b>  |
| <b>Task 5. Environmental Thresholds of Significance</b>                     | <b>\$31,778</b>  | <b>\$15,587</b>  |
| <b>Task 6. Final Decision Maker Hearings, Certification &amp; Documents</b> | <b>\$9,920</b>   |                  |
| <b>Task 7. CAP Project Management</b>                                       | <b>\$22,370</b>  | <b>\$44,524</b>  |
| <b>Task 8. 2023 GHG Inventory</b>   |                  | <b>\$25,041</b>  |
| 8.1 Project Kick-off and Data Request                                       |                  | \$1,750          |
| 8.2 Prepare 2023 Community GHG Inventory                                    |                  | \$15,869         |
| 8.3 Add 2023 Inventory to CAPDash   |                  | \$3,273          |
| 8.4 GHG Inventory Project Management (including meetings)                   |                  | \$4,149          |
| <b>Additional Costs</b>   | <b>\$40,293</b>  | <b>\$28,403</b>  |
| <b>Contingency</b>  |                  | <b>\$25,041</b>  |
| <b>TOTAL</b>  | <b>\$532,631</b> | <b>532,631</b>   |

**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

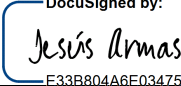
Date: \_\_\_\_\_

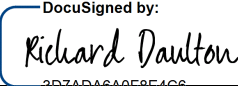
**RECOMMENDED FOR APPROVAL:**

Community Services Department

**CONTRACTOR:**

Rincon Consultants, Inc.

By:  \_\_\_\_\_  
Jesús Armas  
Department Head

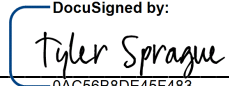
By:  \_\_\_\_\_  
Authorized Representative  
Name: Richard Daulton  
Title: Exec. Vice President

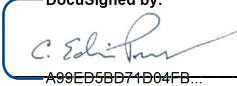
**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:  \_\_\_\_\_  
Deputy County Counsel

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

**APPROVED AS TO FORM:**

Risk Management

By:  \_\_\_\_\_  
Risk Management