

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made 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) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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;

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

1. DESIGNATED REPRESENTATIVE

Garrett Wong (at 805-390-2983 (C) / 805-568-3503 (O) / gwong@countyofsb.org) is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Erik Feldman (at 805-947-4841) and Richard Daulton (805-547-0900 ext 128) are the authorized representatives for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:

Garrett Wong, Climate Program Manager
123 E Anapamu Street, Suite 228
Santa Barbara, CA 93101

To CONTRACTOR:

Erik Feldman
805-947-4841
Efeldman@rinconconsultants.com
180 North Ashwood Avenue
Ventura, CA, 93003

Richard Daulton
805-547-0900 ext 128
Rdaulton@rinconconsultants.com
1530 Monterey St STE D
San Luis Obispo, CA 93401

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance upon approval and execution by all parties and end performance upon completion, but no later than September 30, 2022, subject to annual budget appropriations, unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a professional and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Recognizing that CAPDash was developed by Rincon Consultants, Inc. prior to the execution of this contract and paid for exclusively by the CONTRACTOR, the software source code and intellectual property of Rincon's CAPDash software are exempt from the ownership requirements of this section and will remain the exclusive property of Rincon Consultants, Inc. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have

the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

Any modifications made by the COUNTY or any agents of the COUNTY, to any of the CONTRACTOR's documents or any partial use of a document without the express written consent of the CONTRACTOR will be at the COUNTY's sole risk and without liability to the CONTRACTOR.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein. However, CONTRACTOR shall not be responsible for delays solely caused by circumstances beyond its reasonable control.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this

Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Services of Independent Contractor between the **County of Santa Barbara and Rincon Consultants, Inc.**

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

Agreement for Services of Independent Contractor between the County of Santa Barbara and Rincon Consultants, Inc.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Sheila de la Guerra
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: [Signature]
Chair, Board of Supervisors

Date: 7-7-20

RECOMMENDED FOR APPROVAL:

Community Services Department

By: [Signature] for SC
George Chapjian
Department Head

CONTRACTOR:

Rincon Consultants, Inc.

By: [Signature]
Authorized Representative

Name : Erik Feldman

Title: Principal

By: [Signature]
Authorized Representative

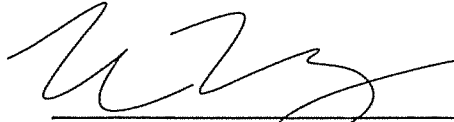
Name : RICHARD DAULTON

Title: SECRETARY

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By:

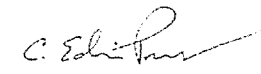


Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By:



Deputy

Digitally signed by Ed
Price
Date: 2020.06.02 19:28:11
-07'00'

APPROVED AS TO FORM:

Risk Management

By:

Ray Aromatorio, Date: 2020.06.02
Risk Manager 17:13:38 -04'00'

Risk Management

EXHIBIT A STATEMENT OF WORK

CONTRACTOR (also referenced in this Statement of Work as “Rincon”) shall be responsible for developing and delivering the 2030 Climate Action Plan. CONTRACTOR shall perform and complete the following tasks. CONTRACTOR shall provide to COUNTY the deliverables identified by italics and bold font.

Task 1 Climate Action Planning & Toolkit

This climate action planning toolkit shall include the Existing Conditions Emission Reduction Evaluation (ECERE) Tool, the Scenario Planning and Reduction Quantification (SPARQ) Tool, and CAPDash. Development of the toolkit elements, as described below, shall be done in consultation with COUNTY staff, including but not limited to the Community Services’ Sustainability Division and Planning and Development’s (P&D) Long Range Planning Division, and stakeholders, including, but not limited to:

- County Sustainability Committee comprised of representatives from County departments and other public agencies that identify GHG reduction opportunities and monitor progress towards implementing the ECAP and related sustainability initiatives.
- Santa Barbara County Regional Climate Collaborative (Collaborative) currently comprised of local governments and special districts in Santa Barbara County. The Collaborative intends to open membership to non-local government members as well.
- The Central Coast Climate Justice Network (CCCJN) comprised of several local community-based organizations in the Santa Barbara and Ventura county region.
- Additional commissions, committees, and advisory groups as determined by COUNTY in its sole discretion.

Task 1.1 Community Greenhouse Gas Inventory Tool

- 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.

Task 1.2 Emission Reduction Measure Prioritization Tool & Analysis

Subtask 1.2.1 Emissions Forecasting

- Rincon shall prepare a *2030/2050 emissions forecast* replicating the 2030 forecast developed by P&D as part of the interim GHG emissions threshold project for the unincorporated area of Santa Barbara County and incorporated cities within the toolkit. Rincon shall prepare a *Business as Usual (BAU) forecast* based on existing conditions plus projected growth that do not account for future regulatory changes. Rincon shall also prepare *adjusted forecasts* that consider foreseeable regulatory changes affecting GHG emissions including: Renewable Portfolio Standard, Low Carbon Fuel Standard, Clean Car Standards, Title 24 Energy Efficiency Building Standards, and measures included in the AB 32 Scoping Plan.
- Rincon shall provide COUNTY the *Existing Conditions Emission Reduction Evaluation (ECERE) tool* to gather all sustainability measures, allowing COUNTY to view all sustainability measures developed and implemented when the task is initiated and account for any GHG emission reductions from these measures in the adjusted forecast.

Subtask 1.2.2 Target Setting Tool

- Rincon shall integrate a **target setting tool** within the ECERE that can offer various frames of analysis for alignment with local, national and international reduction goals.

Subtask 1.2.3 Emission Reduction Measures

- Rincon shall prepare a **draft list of CAP measures**. These measures shall focus heavily on areas with the largest GHG emissions reductions. These criteria shall include impact and contribution to achieving reduction goals (mitigation), contribution to enhancing resilience (adaptation), interdependency between jurisdictions, synergies across multiple topics, alignment with GHG Inventory, alignment with community priorities, equity, cost and cost-effectiveness, timeline, and ease of implementation and/or complexity. Rincon shall also identify differentiation based on who the key implementer(s) of policy options are, including city, state, federal, private.
- Rincon shall conduct a **multi-criteria analysis** on a core set of initial measures.
- Rincon shall create an indicator format and targets for each respective emission reduction measure (metric, relative factor, time dimension, e.g. gallons/person/year) subject to COUNTY's review and approval.
- Rincon shall employ its **SPARQ tool** to make the measure quantification process more transparent.
- Rincon shall assess any policy or program gaps and identify additional opportunities for emission reductions.
- After receiving consolidated input on the analysis of the draft emission reduction measures list, Rincon shall present a **finalized list of CAP measures** to COUNTY's Designated Representative and stakeholders designated by COUNTY for review and input.
- From this list of measures, COUNTY shall confirm a final a list of criteria by which Rincon shall conduct a qualitative analysis using the ECERE tool.
- Rincon shall prepare an **analysis of the GHG reduction potential resulting from the final list of measures, including co-benefits** (e.g., environmental justice, safe communities, "buying local," and habitat protections), approximate implementation costs, and potential internal and external funding sources.
- Rincon shall develop an **implementation strategy** that outlines recommendations for which measures should be prioritized.
- Rincon shall provide robust and user-friendly **technical appendices** that can be used as methodology guidance documents for COUNTY and other jurisdictions. The technical appendices shall include one round of COUNTY edits and comments per appendix.
- Rincon shall provide COUNTY **one (1) training** on each of the climate action planning tools (CAPDash, ECERE, and SPARQ tool).

Task 1.3 Measure Implementation and Tracking Tool

- Rincon shall provide COUNTY the **CAPDash implementation and monitoring tool** which must allow COUNTY to track emissions and implementation progress over time as well as communicate progress to the community. Rincon shall provide the COUNTY with a copy of the tool and the rights to utilize the software to facilitate and support the tracking, reporting and displaying of COUNTY's implementation of the CAP and its associated measures. 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.

Task 2 Community Activation & Stakeholder Engagement

Task 2.1 Coordinated Community Activation Plan (CCAP) & Stakeholder Engagement

- Rincon shall prepare a *plan alignment strategy and schedule* to enable leveraging common activities, learning for one another, and ensuring that the outreach does not overwhelm community members and stakeholders, but instead compliments and enhances the activities.
- Rincon shall review and provide *recommendations to the draft CCAP* to meet the needs of the project, budget, schedule and current evolving situation.
- Rincon shall prepare a *final draft of the CCAP* in a Word Doc format, after one round of consolidated COUNTY feedback on the recommendations.

Subtask 2.1.1 Project Milestone Reports

- Rincon shall prepare a total of **4 project milestone reports, one for each of** Tasks 2.2-2.5. This may be done in concert with the COUNTY's consultant, PlaceWorks, who is providing consulting services for the Climate Change Vulnerability Assessment. The report shall include a summary of activities, the people engaged, and key information gathered at a minimum. The specifics of these reports will be refined subject to COUNTY's direction before Rincon initiates the drafting of each report.

Subtask 2.1.2 Final Community Activation Report

- Rincon shall submit a *Final Community Activation Report and summary*. The report shall include all the engagement for the CAP, including the Project Milestone Reports. Rincon shall also prepare a brief high-level *community activation summary for inclusion in the CAP*. The *Final Community Activation Report and summary* shall include one round of consolidated COUNTY edits and comments.

Task 2.2 Pre-Launch

- Rincon shall develop at least **two engagement tools on the Social Pinpoint web platform**. This may include geospatial survey tools, prioritization and budget "games", video, comments, online forums, and more. Rincon shall provide content. Rincon shall also prepare a strategy on how frequently the website will be updated, what content needs to be updated, and when new modules need to be brought online. Additionally, Rincon shall evaluate the effectiveness of various tools throughout the project. COUNTY will be responsible for the overall hosting of the website and its continual management.
- Rincon, with its subcontractor Free Range, shall design and develop a **digital campaign (draft and final)** to educate and build momentum for the CCAP and CAP development process. Rincon shall design and develop a user experience, online tools, and virtual environment for the community to safely and authentically provide input and learn about individual climate actions and County climate policy options.
- Rincon shall present COUNTY a **menu of options for creative storytelling and digital engagement** for consideration. Rincon shall develop the elements based on the overall engagement strategy finalized in the CCAP. The final deliverables of the online engagement elements shall be subject to COUNTY's approval in its sole discretion and be within the allotted budget for this task.

Task 2.3 Launching the Plan (Launch)

Subtask 2.3.1 Listening Sessions

- Rincon shall conduct up to **8 listening sessions** with the community and key stakeholder groups as currently outlined in the CCAP. COUNTY will determine total sessions to be held.
- Rincon shall design and develop the **meeting agenda and materials**. These sessions shall be designed to offer participants an understanding of the purpose, need and context for the Climate Action Plan, and to offer an interactive conversation to encourage input and discussion from the participants. These listening sessions shall serve as opportunities for Rincon and COUNTY staff to share the process and outcomes facilitated by the Climate Action Planning Toolkit described in Task 1. This shall include sharing results from the ECERE tool, Rincon's target setting tool; the SPARQ tool, which shows various scenarios of emission

reductions; and CAPDash, which calculates GHG emissions, tracks CAP implementation measures, and allows for transparent data visualizations.

- Rincon’s subcontractor, BluePoint Planning, shall facilitate each meeting and generate *graphic recordings* the conversation so that participants can “see” their comments being heard.
- COUNTY shall manage all invitations, venues, logistics, refreshments, as determined by COUNTY in its sole discretion.

Subtask 2.3.2 Recruit Outreach Liaisons

- Rincon shall prepare *an outreach recruitment resource that will include criteria for the selection, scope of work, expectations, and accountability of and for liaisons* subject to COUNTY’s approval. The *outreach recruitment resource* shall include one round of consolidated COUNTY edits and comments.
- Rincon shall prepare a *recruitment list/database with contacts, outreach efforts, and telephone and email to establish a group of outreach liaisons*. The selection of liaisons shall be subject to COUNTY’s approval. Emphasis shall be placed on community-based organizations to reach populations who typically do not participate in these kinds of planning efforts, including communities where English is a second language, and where trust in government is limited.
- Rincon shall develop up to two types of *recruitment materials* that establish scopes of work, expectations, and accountability for liaisons.

Subtask 2.3.3 Liaison Trainings (2)

- Rincon shall develop a *liaison training* along with an *outreach toolkit with common outreach materials* for each liaison to utilize. The training should help provide a baseline understanding of the CAP and the context, as well as for how liaisons shall support each outreach effort.
- Rincon shall hold *two liaison trainings* and provide the outreach toolkit online with detail instructions for those who may not be able to attend. COUNTY may authorize one training to be online to reduce any challenges with traveling and offer the training to as many as possible. Rincon shall post a *recorded version of the training online*.

Task 2.4 Developing the Plan

COUNTY staff shall be responsible for all outreach and logistics related to workshops, events, and pop-up booth deployment, including staffing and support services (e.g., childcare, refreshments).

Subtask 2.4.1 Community Summits (3)

- Rincon shall prepare a *draft and final summit format* that encourages the greatest level of participation and input into the CAP development process. Rincon shall conduct *three community summits* throughout the county with up to two Rincon staff participating in each summit.
- Rincon shall develop *materials, displays, and engagement mechanisms* to relay technical data, and gather input that is valuable for the CAP. Rincon shall develop and utilize one set of materials and displays that can be used for the community summits, pop-up booths, and non-CAP events. To that end, the materials will be designed to be sturdy, self-explanatory, and accessible to all types of users.

Subtask 2.4.2 Non-CAP Events (3)

- Rincon shall develop and support up to *three non-CAP pop-up events* with one Rincon staff member at each event

Subtask 2.4.3 Student Survey Effort

- Rincon, in consultation with Outreach Liaisons, shall develop a *draft and final Student survey program* to expand outreach and engage youth and their families. This shall be a digital solution offered in English and Spanish, with an accompanying print version for those without access to a mobile device or computer. The

draft program shall be subject to COUNTY's approval. The *Student survey program* shall include one round of consolidated COUNTY edits and comments.

- Rincon shall collect and provide an *analysis of student responses* and integrate them into the milestone report and overall engagement findings.

Subtask 2.4.4 Stakeholder Engagement & Coordination

- Rincon, together with its subcontractor BluePoint, shall provide up to a total of **16 stakeholder webinars**, which shall include a CAP overview and a series for each of the following topic areas:
 - Transportation and Land Use
 - Built Environment (including other major infrastructure such as water and sewer, as well as to embody other emissions typical in the building sector)
 - Open Space, Agriculture, and Working Lands
 - Consumption and Solid Waste

Task 2.5 Finalizing the Plan

- Rincon shall conduct three summits throughout the county for the purpose of reviewing the draft vision, principles, measures, and analysis with the community for finalizing the CAP.
- Rincon shall utilize materials, displays, and mechanisms already developed in Subtask 2.4.1 to relay technical data, and shall create supplemental materials to gather additional input that is valuable for finalizing the CAP.
- Rincon shall prepare *supplemental sets of materials for the summits* if required by COUNTY.

Task 3 CAP Document

- Rincon shall prepare a *detailed outline* in addition to a language and *message guide* that will be consistent with the messaging and storytelling developed by Rincon, together with its subcontractor Free Range. The *detailed outline and message guide* shall include one round of consolidated COUNTY edits and comments.
- Rincon shall prepare a comprehensive Climate Action Plan that will be consistent with CEQA Guidelines Section 15183.5. Specifically, the CAP shall include:
 - An introduction and overview of the climate action toolkit developed in Task 1.
 - An overview of the CAP process, including a summary of the community activation
 - A summary of the GHG Emissions Inventory, covering community-wide baseline emissions and forecasts
 - A description of the County's GHG emissions targets and their consistency with State law and SBCAG's RTP/SCS
 - Overview of climate hazards and risks specific to Santa Barbara County
 - GHG reduction measures, along with their associated costs, benefits, and GHG reduction potential, demonstrating that the reduction targets are both feasible and achievable
 - Discussion on how the ERMs will address resilience and equity
 - **An implementation plan (draft and final)**, including a financial strategy plan, responsible agencies, and timeframes for implementation
 - A monitoring plan that will complement CAPDash
- Rincon shall customize the CAP to easily integrate all the various tools and guidance developed by the CAP program and place an emphasis on providing information visually using maps, graphics, tables, and matrices. Explanatory text shall read clearly and concisely.
- Rincon shall prepare an *administrative draft of the CAP (Word document, with no graphic design); a draft CAP for public comment (Word doc, with modest graphic design); and a draft CAP for adoption (with full graphic design)*. Rincon will respond to and incorporate one round of consolidated COUNTY edits and comments per administrative draft, draft for public comment, and draft for adoption.

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Task 3.1 Financial Strategy

- Rincon, supported by its subcontractor Hatch Economics, shall prepare a **Financial Strategy Memorandum** that identifies substantial existing external and internal funding and financing mechanisms that may support up to 4 emission reduction measures critical for reaching the Target Reduction Goals for 2030 and 2050. The memo shall identify key constituencies that may be impacted by key actions that may be willing to support or otherwise enable implementation. The memo shall also determine the investment potential of ERMs at the County level, and suggest potential approaches that may improve likelihood of receiving funding or financing from such sources. The **Financial Strategy Memorandum** shall include one round of consolidated COUNTY edits and comments.

Task 3.2 Study Session

- Rincon shall assist COUNTY in preparation of two COUNTY Planning Commission study sessions before initiating environmental review.
- Rincon shall provide **review of one draft COUNTY staff report** for technical accuracy and will hold up to **two one hour-long in-person or phone conference meetings** with COUNTY to prepare for the session.
- Rincon's Principal-in-Charge or Project Manager shall **attend up to two County Planning Commission hearings and one Board of Supervisors hearing**. Rincon shall be available to address technical questions from decision-makers during these hearings.

Task 4 CEQA & Environmental Impact Report

- Rincon, with its subcontractor Harris & Associates, shall complete a **Program EIR** in accordance with the California Environmental Quality Act (CEQA).

Task 4.1 Notice of Preparation & Scoping Meeting

- Rincon shall prepare a **draft Notice of Preparation (NOP)** for COUNTY to review. The NOP shall include all required details including project description, location, dates of public review and dates/location of the public scoping meeting. The NOP and all correspondence received in response to the NOP shall be attached as an Appendix to the Draft EIR.
- Rincon shall prepare a **finalized scope for the Draft EIR** after all comments on the NOP have been received, which shall be subject to COUNTY's approval.
- COUNTY shall be responsible for filing the NOP with the Santa Barbara County Clerk and State Clearinghouse/OPR, as well as sending notices to appropriate public agencies and community members. COUNTY shall provide and pay for any filing fees or newspaper notices consistent with COUNTY's standard filing procedures.
- Rincon shall design and conduct **one public scoping meeting** with input from COUNTY. Rincon shall prepare a **staff report, handout materials consisting of project description, location map, CEQA timeline, and other presentation graphics**. During the scoping meeting, Rincon shall present an overview of the CEQA process, summarizing the CAP Update process and proposed changes, and receive and catalogue via a **Meeting Summary Report** any public comments received at the meeting. The scoping meeting shall take place in a central location either in north or south Santa Barbara County and be available via webinar so that members from the public throughout the County and interested public agencies have the opportunity to attend/view the meeting and provide input.

Task 4.2 Administrative Draft EIR

- Rincon shall prepare an **Administrative Draft EIR (ADEIR)** in accordance with CEQA, which sets the standards for adequacy of an EIR. The document shall be a program EIR that considers the broad policy

implications of the proposed update to the CAP. To that end, the EIR shall focus on the macro-level impacts associated with implementation of the CAP actions and measures that are intended to reduce GHG emissions. The **Administrative Draft EIR (ADEIR)** shall include two round of consolidated COUNTY edits and comments.

- Where possible, Rincon shall incorporate information from existing environmental and planning documents that apply to the CAP Update.
- Upon direction from COUNTY, Rincon shall conduct original research to augment existing information.
- The ADEIR shall include at a minimum the specific components described in subtasks 4.2.1 through and including 4.2.5.

Subtask 4.2.1 Summary

- The Program EIR shall contain a summary of the proposed project and associated environmental impacts.
- The summary shall provide a synopsis of the alternatives reviewed and their associated impacts. It shall also identify the environmentally superior alternative among the studied alternatives. A discussion of areas of known public controversy and issues to be resolved shall also be included.

Subtask 4.2.2 Introduction, Project Description, and Environmental Setting

- The EIR shall include introductory sections (required by CEQA) that lay the groundwork for and summarize the substantive analysis to follow.
- The project description shall detail the CAP Update (project) and associated actions.
- The environmental setting shall provide a general description of the existing geographic character of Santa Barbara County. The environmental setting shall also contain a discussion of the approach to the cumulative impact analysis.

Subtask 4.2.3 Environmental Impact Analysis

- The main body of the Program EIR shall consist of the assessment of potential environmental impacts of the CAP Update. For each issue area, the analysis shall include an examination and an assessment of the potential for cumulative impacts associated with the CAP Update and other anticipated development in Santa Barbara County. The analysis will have four main subsections:
 1. Setting
 2. Impact analysis
 3. Mitigation measures
 4. Level of significance after mitigation
- The final section shall describe the level of significance after mitigation.
- The programmatic EIR shall be prepared in accordance with the County's *Guidelines for the Implementation of the California Environmental Quality Act and Environmental Thresholds and Guidelines Manual*.

Technical Approach to Environmental Issues

- The environmental analysis shall focus on the estimated change in conditions that might result from the implementation of the CAP Update's actions and policies. Some issue areas may require a focused level of review if they are potentially significant, including, but not limited to:
 - Aesthetics/Visual Resources
 - Air Quality
 - Biological Resources
 - Energy
 - Greenhouse Gas Emissions
 - Land Use and Planning

- Transportation/Circulation
- Tribal Cultural Resources
- Utilities/Service Systems

Subtask 4.2.4: Other CEQA Sections

- The EIR shall discuss the growth-inducing effects of the proposed project as well as significant irreversible changes associated with the proposed CAP Update. The significant irreversible changes discussion shall summarize the significant effects of the project, particularly the unavoidably significant effects.

Subtask 4.2.5: Alternatives

- Rincon shall prepare at least **three draft and final project alternative descriptions, which shall be** subject to COUNTY's approval. These shall include the CEQA-required "no project" alternative, as well as at least two alternative CAP Update schemes. The alternatives shall address significant impacts of the proposed CAP Update. This section shall also identify the *environmentally superior alternative*. If the "no project" alternative is determined to be environmentally superior, the EIR shall identify the environmentally superior alternative among the remaining scenarios.

Task 4.3 Draft EIR

- Rincon shall provide **three bound copies of the DEIR and one thumb drive** to COUNTY; shall electronically submit the **Notice of Completion (NOC)** and **Draft EIR** to the State Clearinghouse; and shall send a **CD (assuming 5 CDs) of the document** to each responsible and trustee agency.
- Rincon shall prepare a **presentation** on the DEIR and present the DEIR at **two public hearings (one North County and one South County)** to solicit comments on the Draft EIR during the public review period. Rincon shall provide at least a 45-day review period from the time of public posting
- COUNTY shall determine the most appropriate dates and locations for the public hearings.
- COUNTY shall prepare the NOC and Notice of Availability (NOA) for the Draft EIR; post the Draft EIR and Draft CAP Update for public comment; and post the required newspaper ads and other public noticing of the document's availability.

Task 4.4 Administrative Final EIR

- Rincon shall prepare **formal responses and an Administrative Final EIR** for COUNTY review, subsequent to receipt of all public comments on the Draft EIR. The responses to comments shall include a list of commenters, comment letters, responses to comments, and any added or revised text of the Draft EIR. The final version of the responses to comments shall be incorporated as an appendix to the Final EIR.
- Rincon shall discuss and make any necessary additions, corrections and deletions to the analysis contained in the Draft EIR, subsequent to completion of the responses to comments. The **Administrative Final EIR** shall include two round of consolidated COUNTY edits and comments.

Task 4.5 Final EIR

- Rincon shall prepare a **Final EIR (FEIR)** incorporating COUNTY's comments for distribution prior to the public hearing process, upon completion of COUNTY's review of the Administrative Final EIR.
- Rincon shall also prepare a **memorandum summarizing revisions to the CAP reflecting comments received during the public review process**. The **memorandum** shall include one round of consolidated COUNTY edits and comments.
- Rincon shall print and provide to COUNTY **3 bound copies of the FEIR and an electronic version of the FEIR**. **Rincon shall also provide a thumb drive** to each responsible and trustee agency that commented on the DEIR, which shall include formal responses to comments.

- COUNTY shall prepare written findings and resolutions as required by CEQA and a Statement of Overriding Considerations, if necessary, and a discussion of alternative selection.

Task 4.6 Notice of Determination

- Rincon shall prepare and submit the **draft Notice of Determination (NOD)** to COUNTY for delivery to the Santa Barbara County Clerk and/or State Clearinghouse, within one day of EIR certification.
- COUNTY shall be responsible for filing the NOD with the Santa Barbara County Clerk's office and paying required filing fees.

Task 5 Environmental Thresholds of Significance

Task 5.1 Review Forecasts and Establish Appropriate Capture Rate

- Rincon shall analyze the Interim GHG Thresholds and Guidelines during the CAP update process, to ensure alignment with the updated GHG emissions inventory and draft CAP.
- Rincon shall review the most current guidance from the Governor's Office of Planning and Research and the California Air Resources Board, meeting with these agencies as approved by COUNTY to identify necessary actions to have immediate compliance with any pending guidance.
- Rincon shall present its analysis in a **draft technical memorandum** in electronic format that includes a description of the proposed locally-applicable, project-specific thresholds and substantial evidence for how the thresholds comply with CEQA, CEQA Guidelines, interpretive CEQA case law related to GHG emissions significance thresholds, the California Air Resources Board 2017 Scoping Plan, and the COUNTY's 2030 GHG emission reduction target. The **draft technical memorandum** shall include one round of consolidated COUNTY edits and comments.
- Rincon shall recommend modifications or updates to the thresholds at the same time as the updated CAP if the interim thresholds are not in alignment with the COUNTY's 2030 emissions target. However, if the COUNTY's Interim GHG Thresholds and Guidelines are not in alignment with the new CAP by the COUNTY, Rincon shall work with COUNTY to convert the interim thresholds to final.
- Rincon shall schedule **two one hour-long in-person meetings or phone conferences with the advisory group** to discuss the draft thresholds and screening criteria. Rincon shall incorporate comments from COUNTY into the memorandum and include it in the **final comprehensive technical memorandum**. The **final technical memorandum** shall include one round of consolidated COUNTY edits and comments.

Task 5.2 Prepare Updated Thresholds, Screening Criteria, and List of Potential Mitigation Measures

- Rincon shall develop defensible significance thresholds based on transparent and accurate technical GHG inventories, forecasts, and statistical analysis; consideration of relevant interpretive CEQA case law; incorporation of guidance from the State Office of Planning and Research (OPR) and the Association of Environmental Professionals (AEP); integration with local climate action planning efforts; and compliance with CEQA requirements regarding adoption via public process.
- Rincon shall prepare a concise **guidance document** that COUNTY can use in evaluating submitted GHG analyses and by applicants in preparing GHG analyses for projects subject to COUNTY review and approval. The **guidance document** shall include one round of consolidated COUNTY edits and comments.
- Rincon shall review available guidelines and studies regarding strategies to reduce GHG emissions, including OPR's *CEQA and Climate Change Advisory*, Santa Barbara County Air Pollution Control District's "GHG Mitigation Strategies in Santa Barbara County," Fehr & Peers SB 743 Implementation TDM Strategy Assessment, and Appendix B of the California Air Resources Board's 2017 Scoping Plan.
- Rincon shall develop a **CAP consistency project checklist** that COUNTY may use to screen proposed projects' consistency with the CAP. The **CAP consistency project checklist** shall include one round of consolidated COUNTY edits and comments.

- Rincon shall develop a *list of feasible project-specific mitigation measures (draft and final)* that COUNTY may apply to proposed projects that exceed the interim thresholds. These measures shall focus heavily on areas with the largest GHG emissions reductions such as building energy and electrification as well as transportation. The list of potential measures will be limited to those that are feasible for implementation by individual projects and to those that will provide meaningful GHG emission reductions on a project-by-project basis. The list shall be prioritized as follows: (1) project-specific, (2) local, (3) regional, (4) state, and (5) national. The *list of feasible project-specific mitigation measures (draft and final)* shall include one round of consolidated COUNTY edits and comments.
- Rincon shall schedule an *hour-long in-person meeting or phone conference* with COUNTY to present the draft list of mitigation measures for review. Rincon shall incorporate comments from COUNTY Sustainability and Long Range Planning Division staff into a final list of mitigation measures.

Task 5.3 Update Environmental Thresholds and Guidelines Manual

- Rincon shall draft a *memorandum providing a revised "Greenhouse Gas Emissions" section for inclusion in COUNTY's Environmental Thresholds and Guidelines Manual*. The *memorandum* shall include one round of consolidated COUNTY edits and comments.

Task 6 Final Decision Maker-Hearings, Certification and Documents

- Rincon shall assist COUNTY in preparation for decision-making hearings for adoption of the CAP, EIR, and CEQA thresholds by accomplishing the following:
 - Rincon shall address public comments received on the CAP during the comment period and prepare an *Administrative Draft CAP* to be reviewed by COUNTY.
 - Rincon shall prepare a *screencheck Final CAP* to be distributed to the Santa Barbara County and Montecito Planning Commissions and Board of Supervisors for final adoption hearings, after COUNTY review.
 - Rincon shall *review up to two draft COUNTY staff reports* for technical accuracy and shall hold up to *two one hour-long in-person or phone conference meetings* with COUNTY to prepare for the hearings.
 - Rincon's Principal-in-Charge and/or Project Manager shall *attend up to two Planning Commission (County and Montecito) hearings and one Board of Supervisors Hearing*. Rincon shall be available to address technical questions from decision-makers during these hearings.

Task 7 Project Management

- Rincon shall conduct *two (2) kick off meetings, one for the CAP and one for the EIR*, with COUNTY's Sustainability Division of the Community Services Department and the Long-Range Planning Division of the Planning and Development Department. All key Rincon team members shall participate in at least one of the two kickoff meetings, based on project role.
- Rincon shall submit to the COUNTY *a data request* for initial research.
- Rincon shall continuously coordinate with COUNTY in an organized and efficient manner. This includes overall project management, coordination of team members and tasks, preparation of project updates, consultation with COUNTY staff, team meetings, and *monthly in-person meetings* by at least one project management staff, once-per-month. Additional communication with COUNTY by e-mail and phone shall occur throughout the project, independent from the scheduled calls.
- Rincon shall provide an *internal Project Management Dashboard* that allows for the storage and visualization of various content including, but not limited to: project calendar, deadlines, draft documents, and notes.
- Rincon shall submit *Monthly invoices and Progress Reports summarizing the number of hours, costs and percentage of budget spent by task and activities*.

Task 7.1 Interpretation & Translation Services

- Rincon shall work with COUNTY to *identify local entities to provide interpretation and translation services.*
- Rincon shall provide *interpretation and translation services, upon COUNTY's request,* with Rincon project staff.

Erik Feldman and Richard Daulton shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

Suspension for Convenience. COUNTY's designated representative may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 90 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

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EXHIBIT B
PAYMENT ARRANGEMENTS
Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$516,235. The not to exceed amounts to be paid CONTRACTOR for each task and subtask are set forth in the line item budget provided in EXHIBIT B-1. COUNTY shall have the sole discretion to authorize changes to the budgeted line item amounts.
- 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 EXHIBIT B-2 (Schedule of Fees). Invoices submitted for payment that are based upon EXHIBITS B-1 and B-2 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 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 EXHIBITS B-1 and B-2 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. 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.

**EXHIBIT B-1
Budget**

Detailed Task Description	Cost
Task 1 Climate Action Planning and Toolkit	\$29,480
Task 1.1 Community Greenhouse Gas Inventory Tool	\$11,540
Task 1.2 Emission Reduction Measure Prioritization Tool & Analysis	\$11,870
Task 1.3 Measure Implementation and Tracking Tool	\$6,070
Task 2 Community Activation & Stakeholder Engagement	\$232,506
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
Task 3 CAP Document	\$66,958
Task 3 CAP Document	\$43,924
Task 3.1 Financial Strategy (Hatch)	\$17,480
Task 3.2 Study Session	\$5,554
Task 4 CEQA & Environmental Impact Report	\$82,930
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
Task 5 Environmental Thresholds of Significance	\$31,778
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
Task 6 Final Decision Maker- Hearings, Certification, and Documents	\$9,920
Task 6 Final Decision Maker Hearings, Certification, and Documents	\$9,920
Task 7 Project Management	\$22,370
Task 7 Project Management	\$14,970
Task 7.1 Interpretation & Translation Services	\$7,400
Subtotal Labor	\$475,942

Additional Costs	\$40,293
General and Administration*	\$18,393
CAPDash License	\$5,000
Printing and Outreach Materials**	\$6,900
Supplies, Travel, Communications	\$10,000
Total Additional Costs	\$516,235

*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.

**EXHIBIT B-2
SCHEDULE OF FEES**

Firm	Title	Labor (incl. Overhead) Rate
Rincon	Principal II	\$240
	Principal I	\$220
	Sr. Professional II	\$175
	Sr. Professional I	\$160
	Professional IV	\$145
	Professional II	\$115
	Professional I	\$105
	Technical Editor	\$112
	GIS/Graphics	\$125
	Clerical	\$75
Authorized Subcontractors		
Blue Point Planning	Principal	\$180
	Associate	\$100
Harris & Associates	Sr. Advisor	\$255
	QA/QC Advisor	\$240
	Project Manager	\$235
	Senior Planner	\$185
	Senior Analyst	\$185
	Air Quality, GHG, Noise Analyst	\$180
	Analyst II	\$110
	Editor/Pub Spec	\$130
	GIS/Graphics	\$135
	Analyst I	\$95
Free Range	Lump Sum	\$48,750
Hatch	Lump Sum	\$17,480

**Exhibit C
Risk Management
(For Professional Contracts)**

INDEMNIFICATION

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR's indemnification obligation does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with 30-day notice to the COUNTY, and 10-day notice for nonpayment of the premium.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.