

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, the County received grant funding from the Department of Conservation's (DOC) Proposition 68 Regional and Local Planning grant to, among other tasks, set up TerraCount for the purpose of integrating a Natural and Working Lands Component to the County's Climate Action Plan (CAP); and

WHEREAS, TerraCount is a geospatial planning tool developed by the Department of Conservation available for cities, counties, districts, and planners to analyze environmental impacts of land-use practices and policies on natural and working lands; and

WHEREAS, CARBON COUNTERS, as referenced in this Statement of Work, is a team of Bren Master Candidates from the University of California, Santa Barbara (UCSB) performing the setup, running, and data analysis of TerraCount.

WHEREAS, the County has selected the CONTRACTOR to, among other tasks, provide project management, quality assurance and quality control for CARBON COUNTERS;

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

Frank Chen (at 909-610-5926 (C) / 805-568-3557 (O) / Fchen@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:

Frank Chen, Program Specialist
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

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. 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

1. **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.

2. 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.
3. 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 in any way constitute a waiver of 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.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

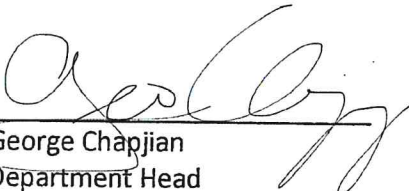
Date: _____

RECOMMENDED FOR APPROVAL:

Community Services Department

CONTRACTOR:

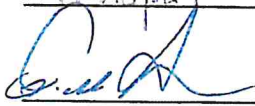
Rincon Consultants, Inc.

By: 
George Chapjian
Department Head

By: 
Authorized Representative

Name : Erik Feldman

Title: Principal

By: 
Authorized Representative

Name : RICHARD DAULTON

Title: VICE PRESIDENT

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

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

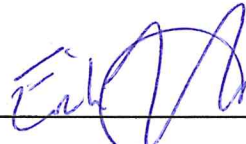
By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:
Community Services Department

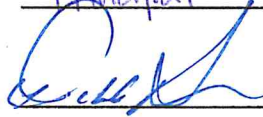
CONTRACTOR:
Rincon Consultants, Inc.

By: _____
George Chapjian
Department Head

By:  _____
Authorized Representative

Name : Erik Feldman

Title: Principal

By:  _____
Authorized Representative

Name : Richard Davidson

Title: VICE PRESIDENT

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: 
Juan Izquierdo (Sep 15, 2020 11:23 PDT)
Deputy

APPROVED AS TO FORM:

Risk Management

By: Ray Aromatorio, Date: 2020.09.09
Risk Manager 14:46:53 -04'00'
Risk Management

EXHIBIT A STATEMENT OF WORK

CONTRACTOR (also referenced in this Statement of Work as “Rincon”) shall provide Quality Assurance and Quality Control for the work product developed by the University of California, Santa Barbara Bren Master candidates (also referenced in this Exhibit A as “CARBON COUNTERS”) to set up and operate TerraCount.

CONTRACTOR shall provide to COUNTY services and deliverables identified by *italics and bold* font below.

Task 1 Project Kickoff

- ❖ Rincon shall **conduct a kickoff meeting** with the COUNTY and Carbon Counters. Rincon shall provide the **agenda and meeting notes** from the kickoff meeting.
- ❖ Rincon shall prepare an **appendix detailing the project roles and responsibilities**.
- ❖ Rincon shall prepare an updated **project schedule** detailing recurring meetings, check-ins, and milestones.
- ❖ Rincon shall prepare an **appendix summarizing the data collected to date and the remaining data needs**.

Task 2 Stakeholder Engagement

- ❖ Rincon shall develop a **stakeholder engagement schedule** that identifies the overlaps between this project and the community engagement effort for the 2030 Climate Action Plan.
- ❖ The COUNTY shall take the lead in convening and maintaining a Technical Advisory Committee (TAC). The TAC is an ad-hoc committee consisting of community experts that shall offer input on the technical aspects of this project. Rincon, with the support of Carbon Counters, shall be responsible for soliciting and incorporating feedback from the TAC.
 - Rincon shall offer technical support at up to **5 TAC meetings by providing meeting materials and notes**
- ❖ The COUNTY shall take the lead in engaging the Agricultural Advisory Committee Meetings (AAC). The AAC is an existing advisory group established by the COUNTY Board of Supervisors. Rincon, with the support of Carbon Counters, shall be responsible for soliciting and incorporating feedback from the AAC.
 - Rincon shall offer technical support at up to **3 AAC meetings by providing meeting materials and notes**.

Task 3 Land-based GHG Emissions Inventory & Landscape Carbon Stock Inventory

Task 3.1 Land Cover Classification

- ❖ Rincon shall review Carbon Counters’ Land Cover Classification data layer(s) for errors and provide **a memorandum confirming the validity and accuracy of the data**. CONTRACTOR shall be responsible for the following work, which may be performed by Carbon Counters:
 - Procuring and processing County-wide crop-specific spatial data for three years (2012, 2016, and 2020).
 - Reclassifying working lands into broad land use classifications (e.g., orchard, vineyard, row crops, and pasture lands)
- ❖ Rincon shall ground-truth the Land Cover Classification data layer(s) by using a combination of stakeholders’ input and spatial analysis. Rincon shall solicit feedback and input from the TAC, as specified in Task 2, and **provide meeting materials and notes**.
- ❖ Rincon shall finalize and deliver the **Land Cover Classification data layer(s)** to the COUNTY.

Task 3.2 Land-Based GHG Emissions Inventory & Landscape Carbon Stock Inventory

- ❖ Rincon shall review Carbon Counters' inventories for accuracy and provide a **memorandum confirming the validity of the analysis**. CONTRACTOR shall be responsible for the following work, which may be performed by Carbon Counters:
 - An above-ground carbon inventory of agricultural lands estimating the mass of carbon by agricultural crop type.
 - A carbon soil stock inventory estimating the soil carbon stock per hectare by land cover class, climate zone, and soil zone.
 - A land-based GHG emissions inventory estimating nitrous oxide emissions by crop type
- ❖ Rincon shall finalize and deliver the **finalized GHG emissions Inventory and Carbon Stock Inventory** to the COUNTY.

Task 4 Baseline Reference Scenario

- ❖ Rincon shall provide a **memorandum reviewing and confirming the validity of the Baseline Reference Scenario** developed by Carbon Counters. The Baseline Reference Scenario shall use the Land Cover Classification data layer developed in Task 3 to extrapolate and estimate the future change in land cover.
 - Rincon shall verify the historic years selected by Carbon Counters (i.e., 2012, 2016, 2020).
 - Rincon shall ensure Carbon Counters' methodology for developing a Baseline Reference Scenario outlined in their work plan includes growth factors that support the 2030 Climate Action Plan.
 - Rincon shall ensure the Baseline Reference Scenario includes Santa Barbara County's Association of Government's preferred land use scenario model from the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), County growth factors, and the COUNTY's 2030 CAP target.
 - Rincon shall ensure the forecast is consistent with the community GHG Business as Usual (BAU) forecasts that Rincon is developing for the Santa Barbara County 2030 Climate Action Plan (i.e., 2030 and potentially 2045).
- ❖ Rincon, with the support of Carbon Counters, shall vet the Baseline Reference Scenario and Land Cover Forecast with the TAC, as specified in Task 2. Rincon shall provide an **agenda and meeting notes**.

Task 5 GHG Reduction Strategies and Associated Co-Benefits

- ❖ Rincon shall provide a **memorandum confirming the data sources, analysis, and findings** of the list of GHG reduction strategies and co-benefits identified by Carbon Counters.
 - Rincon shall ensure GHG reduction strategies reference sources including the 2019 Draft California 2030 Natural and Working Lands Climate Change Implementation Plan and Santa Barbara County Air Pollution Control District's GHG Mitigation Strategy Program (specifically, Carbon Farming).
 - Rincon shall ensure the GHG reductions strategies and associated co-benefits are supported by scientifically-reviewed and published reports from academic universities, research groups, and state and local agencies.
 - Rincon, with the support of Carbon Counters, shall vet the list of GHG reductions strategies with the AAC and TAC (Task 2) to determine the feasibility of implementation and adoption in Santa Barbara County. Rincon shall **provide meeting materials and notes** from the meetings.

- ❖ Rincon shall identify and **procure any additional GHG reduction strategies and Co-benefits** not identified by Carbon Counters. Additional data procurement and data processing shall not exceed the budget of Task 8.

Task 6 TerraCount Scenario Analysis

- ❖ Rincon shall provide **a memorandum confirming the analysis and findings of Carbon Counters' TerraCount Scenario Analysis**. In addition, Rincon shall:
 - Provide QA/QC for Carbon Counters to set up and operate TerraCount
 - Provide QA/QC for Carbon Counters to format and develop Geocoded CSV files.
 - Ensure QA/QC for the TerraCount outputs generated by Carbon Counters, i.e., various land-use scenarios based on the level of emission reductions implemented.
- ❖ Rincon, with the support of Carbon Counters, shall deploy **a web-based data review platform** (such as ArcGIS Online) to allow all stakeholders and project participants to review the input data as well as results from TerraCount.
- ❖ Rincon shall provide any additional customization and coding not completed by Carbon Counters. Additional customization shall not exceed the total budget of Task 8.

Task 7 Integrate Natural and Working Lands into COUNTY's CAP

- ❖ Rincon, with the support of Carbon Counters, shall develop a **Natural and Working Lands Chapter** consistent with the format of the 2030 Climate Action Plan Update.
 - Rincon shall integrate the NWL inventories into the Santa Barbara County 2030 Climate Action Plan that includes, but is not limited to: a 2030 GHG emission forecast and an implementation plan for quantifiable GHG emission reduction policies, strategies, and actions.
 - Rincon shall ensure the carbon stock and emission inventory of NWL supports the CAP and allows for future streamlining of project CEQA analysis.
- ❖ Rincon, with the support of Carbon Counters, shall input GHG reduction strategies and associated reduction calculations into **Rincon's implementation and tracking tool, CAPDash**,

Task 8 Additional Data Procurement, Technical Analysis, and Software Coding

Data processing and operating the TerraCount model may require a higher level of expertise than what might be provided by Carbon Counters, who have various levels of coding expertise and a specific allotted time to complete the project. Therefore, Rincon shall provide any additional data procuring, processing, and coding necessary to operate TerraCount. Additional services shall not exceed the total budget of Task 8, as specified in Exhibit B and B-1, which is \$30,000. Additional services may include but not limited to, the following:

- ❖ Procuring and processing additional data points for the Land Cover Classification data layer, as specified in Task 3.1.
- ❖ Including additional sectors such as natural lands in the Carbon Stock and Emissions Inventory as specified in Task 3.2
- ❖ Identifying and developing additional GHG reduction strategies and co-benefits associated with natural lands as specified in Task 5.
- ❖ Providing additional software coding for TerraCount customization as specified in Task 6. At the discretion of COUNTY, CONTRACTOR may customize TerraCount to analyze an array of GHG reduction strategies and co-benefits.

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.

//

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 **\$110,000, which shall be inclusive of** additional data processing, data analysis, and software coding specified in **EXHIBIT A, Task 8** at the discretion of COUNTY, not to exceed **\$30,000**. 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**

Professional Fees by Task*	Cost
Task 1 Project Kickoff	\$2,690
Task 2 Stakeholder Engagement	\$4,770
Task 3 Land-based GHG emissions Inventory & Landscape Carbon Stock Inventory	\$11,756
Task 4 Baseline Reference Scenario	\$11,372
Task 5 GHG Reduction Strategies and Associated Co-Benefits	\$15,706
Task 6 Review of TerraCount Scenarios	\$12,946
Task 7 Integrate Natural and Working Lands into COUNTY's CAP	\$7,820
Task 8 Additional Data Processing, Technical Analysis, and Software Coding**	\$30,000
Subtotal Cost	\$97,060
Direct Costs	
Vehicle Costs	\$400
General Administrative	\$2,340
Printing and Materials***	\$200
Total Additional Costs	\$2,940
Summary	
Professional Fees Subtotal	\$67,060
Direct Costs Subtotal	\$32,940
Total Project Budget	\$100,000
Total Project Budget with 10% Contingency	\$110,000

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

**Additional as-needed tasks at the discretion of COUNTY.

***Assumed a fixed printing and outreach material budget of \$200. 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
	Senior GIS Specialist	\$140
	GIS/CADD Specialist II	\$125
	GIS/CADD Specialist I	\$112
Clerical	\$75	
Authorized Subcontractors		
Tuckman	Principal	\$150
Geospatial	GIS/ CADD Specialist II	\$110

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.