

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
RINCON CONSULTANTS**

THIS AMENDMENT TO THE AGREEMENT, entered into this ninth day of December, 2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Rincon Consultants hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for climate action technical services on October 22, 2021; and

WHEREAS, on February 7, 2022, the Director of the Sustainability Department executed a no-cost Amendment 1 to that contract to add billing rates for Rincon's subcontractor, DKS Associates; and

WHEREAS, on January 3, 2023, this Board adopted Resolution No. 079401 authorizing Amendment 2 to the contract, increasing the agreement amount by \$190,000 to an amount not to exceed \$390,000, and extending the contract end date from September 30, 2023 to December 31, 2023; and

WHEREAS, on April 11, 2023, this Board authorized a contract with PCE to accept \$285,000 to fund the RICAPS program from May 1 through December 31, 2025 (Resolution No. 079557); and

WHEREAS, on July 25, 2023, this Board authorized Amendment 3 to Contract No. 40000-22-D012 with Rincon Consultants, Inc., increasing the agreement amount by \$717,000 to an amount not to exceed \$1,107,000 and extending the contract end date to December 31, 2025 (Resolution No. 079841); and

WHEREAS, on November 27, 2024, the Director of the Sustainability Department authorized Amendment 4 to Contract No. 40000-22-D012 with Rincon Consultants, Inc., adding \$18,781 to the contract for a new total of \$1,125,781 to fund a carbon sequestration study for the Government Operations Climate Action Plan; and;

WHEREAS, the parties wish to further amend the Agreement to increase the amount by \$208,000, amend Exhibit B (rev. 12/09/25) extend the end date of the contract term to October 19, 2026.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section "3. Payments" of the agreement is amended to read as follows:

"In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION THREE HUNDRED AND THIRTY THREE THOUSAND SEVEN HUNDRED AND EIGHTY ONE DOLLARS (\$1,333,781). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement."

2. Section 4. Term of the agreement is amended to read as follows:

"Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 22, 2021, through October 19, 2026."

3. Revised Exhibit A (rev. 07/25/2023) is replaced with Revised Exhibit B (rev. 12/09/2025)
4. Revised Exhibit B (rev. 11/1/2024) is replaced with Revised Exhibit B (rev. 12/09/2025).
5. **All other terms and conditions of the agreement dated October 22, 2021, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Rincon Consultants


Contractor Signature

11/10/25

Date

Richard Daulton, Exec. Vice President

Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Revised Exhibit A (rev. 12/09/2025)

Task 1: Project Management

- 1.1 Participate in regular and ad hoc meetings with the County RICAPS team to provide strategic guidance, updates on progress, and recommendations for future actions.
- 1.2 Support the County with strategic planning for RICAPS, including stakeholder engagement and input to inform the development of the next phase of a collective impact model for climate action planning in San Mateo County.
- 1.3 Participate in or lead meetings with jurisdictions to ascertain their needs, assist them with climate action decision-making, and support them in working collaboratively on climate action.
- 1.4 Track and provide updates to County staff about city and County progress on climate action planning.

Task 2: Administrative Support and Technical Assistance for County

- 2.1 Provide technical support for working group meetings. Includes assisting County RICAPS team in developing monthly meetings of city sustainability coordinators and other relevant city staff, (Regionally Integrated Climate Action Planning Support – RICAPS Working Group) and quarterly meetings of facilities managers from public agencies and school districts (Public Sector Facilities Working Group). Arrange for speakers, give presentations, and provide strategic guidance.
- 2.2 Provide technical support for policy development. Provide strategic guidance and technical support for potential community-wide policies and ordinances supportive of climate action goals, such as an electrification ordinance for commercial buildings.
- 2.3 Support jurisdictions in working collaboratively on climate action implementation. Help the County establish consensus on climate action goals, and identify high impact areas with common interest by multiple jurisdictions. Assist the County in identifying how to align resources to support a multi-city or countywide collaborative for climate action initiatives.
- 2.4 Update RICAPS tools
 - 2.4.1 Develop an updated Climate Action Plan (CAP) template incorporating best practices into a new Word template.
 - 2.4.2 Develop an updated list of CAP measures to incorporate new legislation and best practices, and strengthen implementation and for CAP planning with an emphasis on jurisdiction usability.
- 2.5 Provide other CAP development assistance as requested by County.
- 2.6 GovOps CAP Implementation Support

2.6.1 Develop a GovOps implementation plan for the County of San Mateo with specific dates and actions (template to be used as implementation section for CAP template refresh)

Task 3: Technical Assistance for Individual San Mateo County Jurisdictions for Climate

Action Planning

3.1 Support individual jurisdictions in setting their CAP goals and developing a set of CAP measures to meet those goals. Assist jurisdictions in verifying baseline and current GHG emissions inventories and calculating business-as-usual reduction targets vs. forecasted reduction targets. Provide calculations of emissions using different groupings of CAP measures. Help jurisdictions evaluate cost-effectiveness and feasible time horizons for CAP measures. Help jurisdictions develop a strategy for achieving carbon neutrality, including incorporating carbon sequestration as requested. Coordinate with other consultants as requested.

3.2 Support sustainability coordinators in explaining CAP development strategies and new policies for their jurisdiction. Participate in and/or give presentations at meetings with city staff and/or Councils as requested, including kick-off meetings, City Council study sessions, etc.

3.3 Support municipal staff in assessing compliance with CAP requirements. Assist jurisdictions in determining steps to comply with CEQA (i.e., initial study, negative declaration, etc.). Review CAP documents to verify compliance with common requirements for qualified GHG reduction strategies.

3.4 Provide technical support and quality assurance/quality control (QA/QC) of inventories, forecasts, and SPARQ tools as needed for community GHG inventories.

3.5 Provide other related CAP development assistance as directed by County staff.

Task 4: Technical Assistance for Individual San Mateo County Jurisdictions for Facilities

4.1 Support Energy Watch team in using the methane gas cataloging tool. Provide guidance for in-person site visits and audits of government facilities across the County.

4.2 Participate in in-person site visits by engineers as requested.

4.3 Develop Final Electrification Roadmap for Government Facilities based on data collected from cataloging tool, and on-the-ground observation from outreach and implementation. The final guidance report will include synthesis of data collected throughout implementation of the methane gas cataloging tool, prioritization strategies for equipment replacement, funding and financing strategies, and general next steps for government facility decarbonization in San Mateo County.

4.4 Summarize data on equipment types and share with external stakeholders to inform

future program development.

Task 5: Greenhouse Gas Emissions Inventories and Implementation Metrics

5.1 Assist jurisdictions in understanding integration of methane leakage in community GHG inventories. Methodology was applied to key historic inventories (2005, 2010, 2015).

5.2 Begin data collection for 2025 community GHG inventories for 21 jurisdictions.

5.3 Develop community GHG inventories or GHG monitoring for 21 jurisdictions for the year 2021. Method to be determined in collaboration with County.

- Rincon will work with County, PGE/PCE, MTC, and other stakeholders to refine data collection process.
- Rincon will collect and update data for electricity, natural gas, transportation, offroad, and waste. Rincon will rely on cities to provide their updated water and wastewater data. If no data is provided, Rincon will scale historic data based on population (using 2019 data).
- Rincon will provide excel spreadsheets to each jurisdiction. This work scope does not include a written document.
- Any jurisdiction specific changes will be completed on an as requested basis and covered under Task 4.

Performance Measure:

Measure	Number of projects FY 2025-2026	Number of projects FY 2026-2027
Number of emissions reduction implementation projects. Projects could include but aren't limited to: Ebike programs, policy and/or code adoption, EV infrastructure installation, grant applications, communications campaigns, electric equipment installation.	5	2

Revised Exhibit B (rev. 12/09/2025)

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms. In no event shall the County's fiscal obligation exceed \$1,333,781.

Staff Hourly Rates

Willdan	Hourly billing rate
Principal Engineer	\$265
Energy Engineer	\$165
Associate Director, E3	\$405
Senior Consultant, E3	\$305

DKS	Hourly billing rate
Support Staff	\$185
Project Manager	\$225
Travel Demand Model Task Lead	\$235
VMT Expert	\$315

Rincon	Hourly billing rate
Principal II	\$295
Director I	\$285
Senior Supervisor Planner II	\$258
Planner II	\$160
Planner III	\$180
Planner IV	\$194
Design staff	\$153
Clerical	\$98

All invoices must include:

- A. Company letterhead
- B. Current company address
- C. Agreement/Contract #
- D. Invoice #
- E. Invoice date
- F. Total cost

- G. Amount owing
- H. Amount previously billed
- I. Amount remaining on agreement
- J. PO number (provided by County)

Contractor shall provide supporting documents concurrently upon invoice submittal, adequate to substantiate the charges. Adequate supporting documents include, but are not limited to: deliverable documents, payroll registers, timesheets, detailed invoices, inspection certificates, activity/participant logs, applicant forms, acceptance letters, survey forms, authorized travel/expense forms, service acknowledgment forms, etc. The types of supporting documents required to verify information on invoices depends on the specified contracted services and, if applicable, costs to be reimbursed. The County reserves the right to withhold payment on invoices until Contractor provides adequate supporting documents. The adequacy of supporting documentation is in the sole discretion of the County.

Timesheets must include at a minimum, employee name, job title, date of hours worked, task hours are applied to, hourly rate, number of hours worked per date, total dollar value per day, per employee.