



**County of San Mateo**  
**Contract Amendment Coversheet and Contract Amendment for >\$200K**

| <b>CONTRACT SUMMARY</b> |                        |                      |
|-------------------------|------------------------|----------------------|
| <b>Contract No:</b>     | <b>Contractor Name</b> | <b>Amendment No:</b> |
| 40000-22-D012           | Rincon Consultants     | 2                    |

| <b>THE AGREEMENT HAS CHANGED AS FOLLOWS:</b> |   |                             |            |
|--|---|-----------------------------|------------|
| <b>Agreement Amount</b>                      |   |                             |            |
| <b>Original Amount:</b>                      | <b>\$200,000</b>                                  |                             |            |
| <b>Amendment 1 Amount:</b>                   | <b>\$0</b>  |                             |            |
| <b>Amendment 2 Amount:</b>                   | <b>\$190,000</b>                                  |                             |            |
| <b>Current Amount:</b><br><b>\$200,000</b>   | <b>Addition or</b><br><b>Reduction: \$190,000</b> | <b>New Total: \$390,000</b> |            |
|  |   |                             |            |
| <b>Agreement Term</b>                        |   |                             |            |
| <b>Original Start Date:</b>                  | 10/22/2021  | <b>Original End Term:</b>   | 9/30/2023  |
| Amendment 1 Start Date:                      | 10/22/2021  | Amendment 1 End Date:       | 9/30/2023  |
| Amendment 2 Start Date:                      | 01/03/2023  | Amendment 2 End Date:       | 12/31/2023 |

Paragraph Changes:  
 In “3. Payments,” modify the text to read: “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 two hundred thousand dollars (\$390,000). 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.”

In “4. Term,” modify the text to read: “Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 22, 2021, through December 31, 2023.”

In Exhibit A, replace in its entirety the existing text with the following:

**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 *Participate in meetings with jurisdictions* to ascertain their needs, assist them with climate action decision-making, and support them in working collaboratively on climate action.
- 1.3 *Track and provide updates to County staff* about city and County progress on climate action planning.

## Task 2: 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 (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 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 a modern CAP template incorporating best practices into a new Word template.
  - 2.4.2 Develop a modern list of CAP measures to incorporate new legislation and assumptions, strengthen implementation and best-practices for modern CAP planning with an emphasis on jurisdiction usability.
- 2.5 *Support County strategies for implementing its Government Operations Climate Action Plan*
  - 2.5.1 Support the development of an Implementation Plan for the Government Operations Climate Action Plan
  - 2.5.2 Conceptualize a revolving fund that would help fund GOCAP implementation projects
- 2.6 *Provide other CAP development assistance as requested by County.*

## 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 collecting data using natural gas cataloging tool. Provide guidance and training on the natural gas cataloging tool for in-person site visits and audits of facilities across the County.*
- 4.2 Provide engineer(s) to participate in site visits as requested.
- 4.3 *Develop Final Electrification Roadmap* based on data collected from cataloging tool, and on-the-ground observation from outreach and implementation. The Roadmap will include synthesis of data collected throughout implementation of the natural gas cataloging tool, prioritization strategies for equipment replacement, funding and financing strategies, and general next steps for 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 *Finish 2019 Inventories as requested*
- 5.3 *Collect data for community GHG inventories or GHG monitoring for up to 21 jurisdictions for the year 2021.*

In Exhibit B, replace the existing Year 1 and Year 2 budget tables with the following:

| <b>Task – Year 1 (October 22, 2021 – October 21, 2022)</b>                | <b>Estimated Total</b> |
|---|------------------------|
| Task 1 Annual Work Plan and Budget  | \$2,500                |
| Task 2 Project Management   | \$25,000               |
| Task 3 Technical Assistance for County                                    | \$42,500               |
| Task 4 Technical Assistance for Individual San Mateo County Jurisdictions | \$30,000               |
| Task 5 Greenhouse Gas Emissions Inventories                               | \$55,000               |
| <b>TOTAL – Year 1</b>   | <b>\$155,000</b>       |

| <b>Task – Year Two (October 22, 2022 – December 31, 2023)</b>   | <b>Estimated Total</b> |
|---|------------------------|
| Task 1 Project Management   | \$12,000               |
| Task 2 Technical Assistance for County  | \$123,000              |
| Task 3 Technical Assistance for Individual San Mateo County Jurisdictions for Climate Action Planning | \$30,000               |
| Task 4 Technical Assistance for Individual San Mateo County Jurisdictions for Facilities              | \$30,000               |
| Task 5 Greenhouse Gas Emissions Inventories   | \$40,000               |
| <b>TOTAL – Year 2</b>   | <b>\$235,000</b>       |

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

THIS AMENDMENT TO THE AGREEMENT, entered into this 3<sup>rd</sup> day of January, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Rincon Consultants, Inc., 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 assistance services on October 22, 2021; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$190,000 and extend the end date of the contract term to December 31, 2023.

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

1. The term of the agreement will be extended to December 31, 2023.
2. Original Exhibit A is replaced with Revised Exhibit A, (rev. 11/22/22).

Task 1: Project Management

- *Participate in regular and ad hoc meetings with the County RICAPS team to provide strategic guidance, updates on progress, and recommendations for future actions.*
- *Participate in meetings with jurisdictions to ascertain their needs, assist them with climate action decision-making, and support them in working collaboratively on climate action.*
- *Track and provide updates to County staff about city and County progress on climate action planning.*

Task 2: Technical Assistance for County

- *Provide technical support for working group meetings. Includes assisting County RICAPS*

- team in developing monthly meetings of city sustainability coordinators (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.
- *Provide technical support for policy development.* Provide strategic guidance and technical support for potential community-wide ordinances supportive of climate action goals, such as an electrification ordinance for commercial buildings.
  - *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.
  - *Update RICAPS tools*
    - Develop a modern CAP template incorporating best practices into a new Word template.
    - Develop a modern list of CAP measures to incorporate new legislation and assumptions, strengthen implementation and best-practices for modern CAP planning with an emphasis on jurisdiction usability.
  - *Support County strategies for implementing its Government Operations Climate Action Plan*
    - Support the development of an Implementation Plan for the Government Operations Climate Action Plan
    - Conceptualize a revolving fund that would help fund GOCAP implementation projects
  - *Provide other CAP development assistance as requested by County.*

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

- *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.

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- *Provide technical support and quality assurance/quality control (QA/QC) of inventories, forecasts, and SPARQ tools as needed for community GHG inventories.*
- *Provide other related CAP development assistance as directed by County staff.*

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- Provide engineer(s) to participate in site visits as requested.
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- *Summarize data on equipment types and share with external stakeholders to inform future program development.*

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- *Assist jurisdictions in understanding integration of methane leakage in community GHG inventories.* Methodology was applied to key historic inventories (2005, 2010, 2015).
- *Finish 2019 Inventories as requested*
- *Collect data for community GHG inventories or GHG monitoring for up to 21 jurisdictions for the year 2021.*

3. Original Exhibit B is replaced with Revised Exhibit B, (rev. 11/22/22).

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|---|------------------------|
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| Task 5 Greenhouse Gas Emissions Inventories                               | \$55,000               |
| <b>TOTAL – Year 1</b>   | <b>\$155,000</b>       |

| <b>Task – Year Two (October 22, 2022 – December 31, 2023)</b>   | <b>Estimated Total</b> |
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| Task 5 Greenhouse Gas Emissions Inventories   | \$40,000               |
| <b>TOTAL – Year 2</b>   | <b>\$235,000</b>       |

4. 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 Inc.]**

  
\_\_\_\_\_  
Contractor Signature

11/29/2022  
Date

John Dreher  
Contractor Name (please print)

  
\_\_\_\_\_  
Contractor Signature

11/29/2022  
Date

Erik Feldman  
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