

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
San Mateo Resource Conservation District**

THIS AMENDMENT TO THE AGREEMENT, entered into this 24th day of June, 2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and San Mateo Resource Conservation District, 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 Resource Conservation services on 01/23/2023; and

WHEREAS, the parties amended the Agreement to increase the amount by TWO HUNDRED THOUSAND DOLLARS (\$200,000) and extended the term by one year to June 30th 2024; and

WHEREAS, the parties further amended the Agreement to increase the amount by TWO HUNDRED THOUSAND DOLLARS (\$200,000) and extended the term by one year to June 30th 2025; and

WHEREAS, the parties wish to further amend the Agreement to increase the amount by ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$125,000) and extend the term by one year to June 30th 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 SEVEN

HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$725,000.00). 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 January 23, 2023, through June 30, 2026.

3. Exhibit B Is replaced with Revised Exhibit B (Rev. 06/24/2025)

4. All other terms and conditions of the agreement dated 01/23/2023, 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: San Mateo Resource Conservation District

<u>Kellyx Nelson</u> <small>Kellyx Nelson (Jun 9, 2025 10:07 PDT)</small>	<u>06/09/2025</u>	<u>Resource Conservation District</u>
Contractor Signature	Date	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

Exhibit B (Rev. 06/24/2025)

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:

- Contractor shall submit invoices with quarterly report to the County on or around October 31, 2025, on or around January 31, 2026, on or around April 30, 2026, and on or around June 30, 2026. In no event shall County's total fiscal obligation under this Agreement exceed SEVEN HUNDRED AND TWENTY FIVE THOUSAND DOLLARS (\$725,000).

Invoices shall be on the Contractor letterhead and include:

1. Invoice date
2. Invoice number
3. Address payment should be remitted
4. Period of service invoice covers
5. Project name
6. A line-item description of services and deliverables including associated labor and material costs
7. Total cost
8. A description of sub-contracted services
9. Staff time must include reports that show billable hour tables tied to specific projects.
10. Copies of invoices or receipts for expenses
11. Agreement Number
12. Amount owing
13. Total amount previously paid
14. Amount remaining on agreement

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.

Mileage for travel within the County will be reimbursed through this agreement. Contractor must comply with all provisions in Section 20. Reimbursable Travel Expenses. Travel shall only be reimbursed when conducted

for tasks specified in Exhibit A of this agreement. Mileage rates shall be paid in accordance with the IRS mileage rate. Copies of Google Maps verifying the mileage from the starting point to the ending point must be submitted with invoices as supporting documents.