

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SAN MATEO RESOURCE CONSERVATION DISTRICT**

THIS AMENDMENT TO THE AGREEMENT, entered into this 25th day of June, 2019, 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 water quality improvement and natural resource protection services on the 1st of July, 2017; and

WHEREAS, the parties amended the Agreement to include services for the Butano Channel Restoration and Resilience Project on August 8, 2017; and

WHEREAS, the parties amended the Agreement to include services for various waste reduction and stakeholder engagement programs and activities on September 25, 2018; and

WHEREAS, the parties amended the Agreement to rectify a clerical error in the total not-to-exceed amount and the numbering of the exhibits on February 12, 2019; and

WHEREAS, the parties amended the Agreement to add wildland fire risk reduction services on March 26, 2019; and

WHEREAS, the parties amended the Agreement to revise the scopes of services for waste reduction and stakeholder engagement programs and activities on May 20, 2019; and

WHEREAS, the parties wish to amend the Agreement to add \$28,048 for a new total not to exceed amount of \$966,386 and update the scope of services under Exhibit A3.

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

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

In consideration of the services provided by Contract in accordance with all terms, conditions, and specifications set forth in this Agreement and in Revised Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified

in Revised 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 NINE HUNDRED SIXTY-SIX THOUSAND, THREE HUNDRED EIGHTY-SIX (\$966,386). 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. Original Exhibit A3 - Timeframe, Budget, Task 2, and Task 3 are replaced with the following revised Exhibit A3 – Timeframe, Budget, Task 2, Task 3, and Task 4 added (rev. 6/25/19).

Timeframe

July 1, 2019 - June 30, 2021

Budget

\$28,048

Task 2: Community Outreach

Create and distribute information about watersheds, water quality, pet waste, and associated impacts to creeks and beaches. Thousands of people will be reached through the following mechanisms:

- Mailers to local residents and/or members of relevant groups (ex: Coastside DOG Group)
- Print ads and articles in local press (ex: Peninsula Press, Half Moon Bay Magazine/Review) and partner newsletters
- Social media posts (Facebook, Instagram, Nextdoor) by RCD and partners including wet weather alerts
- Flyers, fact sheets and/or brochures displayed at local businesses and organizations
- Informational emails to the RCD Water Quality distribution list
- Radio PSAs
- Guerilla Outreach- Roam events (ex: Dog Surfing Competition) and/or dog walking areas and ask people to take the Scoop the Poop Pledge and give them a pet waste bag dispenser.

Task 3: Community Events

- Host a community dog walking event (Bark in the Park) where the RCD and dog owners go for a hike and discuss responsible walking habits, water quality and pet waste impacts.
- Host outreach tables with stormwater and pet waste materials at community events (ex: Half Moon Bay Pumpkin Festival, Dream Machines, Snapshot Day etc).
- Conduct lessons and presentations for school kids (K-12) and adults in the

community about watersheds and how pet waste can contribute to local water pollution.

Task 4: Technical Assistance

- Conduct periodic visual surveys in the mid-coast region of the County (Pacifica to Half Moon Bay) to get a better understanding of high pet waste accumulation areas and potential locations for pet waste stations. Pet waste will be picked up during this process.
- Provide support as needed for installation and maintenance of pet waste stations.

Pet Waste Education and Outreach Program- July 1st 2019-June 30th 2021			
<u>Pesonnell</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
<i>Task 1: Program Oversight/Administration</i>			
Executive Director	4	\$162	\$648
Water Resources Specialist	16	\$85	\$1,360
Administrative Officer	12	\$70	\$840
<i>Task 2: Community Outreach</i>			
Water Resources Specialist	50	\$85	\$4,250
Water Quality Coordinator	70	\$52	\$3,640
<i>Task 3: Community Events</i>			
Water Resources Specialist	50	\$85	\$4,250
Water Quality Coordinator	175	\$52	\$9,100
<i>Task 4: Technical Assistance</i>			
Water Resources Specialist	25	\$85	\$2,125
Water Quality Coordinator	18	\$52	\$936
<u>Supplies/Materials</u>			
Printing, postage, signage, trash bags etc.	<u>Qty</u>	<u>Cost</u>	<u>Total</u>
	1	\$899	\$899
PROGRAM TOTAL			\$28,048

3. All other terms and conditions of the agreement 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]**



Contractor Signature

6/18/19
Date

Kellyx Nelson
San Mateo RCD
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board