

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

THIS AMENDMENT TO THE AGREEMENT, entered into this 1st day of July, 2024, 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 on 09/12/2023 to extend the term, increase the not to exceed amount, and revise Exhibit A and Exhibit B.

WHEREAS, the parties wish to amend the Agreement a second time to further extend the term, increase the not to exceed amount, and revise Exhibit A and Exhibit B.

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 SIX HUNDRED THOUSAND DOLLARS (\$600,000.00). 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, 2025

3. **Revised Exhibit A (rev. 07/01/2023) and Revised Exhibit B (rev. 07/01/2023) are replaced with Revised Exhibit A (rev. 07/01/2024) and Exhibit B, (rev. 07/01/2024).**
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

Kellyx Nelson
Digitally signed by Kellyx Nelson
Date: 2024.09.27 10:47:54 -07'00'

Contractor Signature

9/27/2024

Date

Kellyx Nelson, Executive Director

Contractor Name (please print)

For County:

COUNTY OF SAN MATEO



By:

President, Board of Supervisors, San Mateo County

Resolution No. 080717

Date: October 22, 2024

ATTEST:



By:

Clerk of Said Board

Exhibit A (Rev. 07/01/2024)

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

The County may provide funding to the RCD to support its provision of Resource Conservation Services to San Mateo County. Resource conservation services may include the following:

1. Collaborate with government agencies and private parties on projects to provide an integrated approach to resource conservation and management for long term sustainability.
2. Conduct follow-up site reviews and evaluations for previously completed projects.
3. Conduct an annual audit process for projects and programs.
4. Complete an operating cost recovery strategy assessment.
5. Provide technical assistance to constituent requests and inquiries regarding issues and concerns that cross-property lines such as erosion, flooding, stormwater management, fuel load management, water supply, water security, and new or emerging policies at the local, state and federal levels pertaining to agriculture, food safety, endangered species, water diversions, protecting coastal resources, and more.
6. Provide educational outreach through a variety of media services, educational materials, and collaborative activities designed to engage individuals and foster community participation in addressing issues of concern.
7. Provide training and education for the public and RCD staff, concentrating on water conservation, agricultural irrigation and nutrient management, climate resilience and adaptation, endangered species recovery, wildland fire, and in addition, emerging issues and policies pertaining to agriculture and resource conservation and management.
8. Develop and/or improve new and existing print and website materials.
9. Contractor shall document the work performed and specific outcomes achieved under this contract and provide a status report upon invoicing the County. The status reports will include outcomes, such as specific communities or individuals served, or other appropriate metrics that show measurable outcomes that are within the scope of this contract.
10. Other related services and expenses as required to provide resource conservation services to San Mateo County communities with prior approval of the County.

Exhibit B (Rev. 07/01/2024)

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, 2024, on or around January 31, 2025, on or around April 30, 2025, and on or around June 30, 2025. In no event shall County's total fiscal obligation under this Agreement exceed SIX HUNDRED THOUSAND dollars (\$600,000).

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, dollar value per day per employee.

Mileage for travel within the County will be reimbursed under 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. Copies of Google Maps verifying the mileage from the starting point to the ending point must be submitted with invoices as supporting documents.