

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

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this June 23, 2026, 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 San Vicente Creek water quality monitoring and reporting services on July 1, 2022; and

WHEREAS, on July 1, 2025, the Director of the Sustainability Department executed an amendment to the agreement authorizing an increase of SIXTY-SEVEN THOUSAND AND TWO HUNDRED EIGHTY-FIVE DOLLARS (\$67,285) for (1 year) with a new not to exceed amount of ONE HUNDRED EIGHTY-FOUR THOUSAND AND FIVE HUNDRED THIRTY-THREE DOLLARS (\$184,533) and extended the contract term to June 30, 2026.

WHEREAS, the parties wish to further amend the Agreement by increasing the amount by SEVENTY-SEVEN THOUSAND AND THREE HUNDRED FORTY-NINE DOLLARS (\$77,349) and extending the contract term by one year to June 30, 2027, for a new not to exceed amount of TWO HUNDRED SIXTY-ONE THOUSAND AND EIGHT HUNDRED EIGHTY-TWO DOLLARS (\$261,882).

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 TWO HUNDRED SIXTY-ONE THOUSAND AND

EIGHT HUNDRED EIGHTY-TWO DOLLARS (\$261,882). 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 July 1, 2022 through June 30, 2027.

3. Section 20. Reimbursable Travel Expenses of the agreement is amended to read as follows:

To the extent that this Agreement authorizes reimbursements to RCD for travel, lodging, and other related expenses as defined in this section, the RCD must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses. Local travel is exempt from this requirement.

4. Original Exhibit A is replaced with Revised Exhibit A, (rev. July 1, 2026).
5. Original Exhibit B is replaced with Revised Exhibits B, (rev. July 1, 2026).
6. **All other terms and conditions of the agreement dated July 1, 2022, 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
Kellyx Nelson (Jun 2, 2026 09:21:34 PDT)
Contractor Signature

06/02/2026
Date

Kellyx Nelson
Contractor Name (please print)



For County:

Purchasing Agent Signature
County of San Mateo
(Department Head of Authorized
Designee)

Date

Purchasing Agent Name (please print)
County of San Mateo
(Department Head of Authorized Designee)

Exhibit A (rev. 07/1/2026)

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

Scope of Work

San Vicente Creek Water Quality Monitoring and Reporting

1. Summary

The County of San Mateo desires to continue the San Mateo Resource Conservation District's (RCD) services to provide comprehensive surface water quality monitoring, analysis, reporting, and program support services for the San Vicente Creek Watershed. This project supports implementation of the San Vicente Creek Water Quality Improvement Program (WQIP) and compliance with Regional Water Quality Control Board requirements. The monitoring program is designed to evaluate San Vicente Creek as a continuous system, from the upper watershed to the mouth at the Fitzgerald Marine Reserve, across multiple jurisdictions.

The purpose of this work is to assess compliance with applicable bacteria water quality objectives, identify sources and locations of bacterial contamination, evaluate trends over time, and inform adaptive management and best management practices (BMPs) to reduce bacterial impacts to San Vicente Creek and downstream receiving waters.

The RCD shall conduct annual, wet and dry weather surface water quality monitoring at established freshwater and marine locations, coordinate with County staff, WQIP partners, and property owners, manage and analyze monitoring data, and prepare annual monitoring reports suitable for County, partner, and regulatory use.

Reporting and deliverable schedules shall align with County and Regional Water Quality Control Board requirements. The scope and budget include all County costs associated with program administration, field sampling, laboratory coordination, data management, reporting, stakeholder coordination, and administrative support.

2. Detailed Specifications

Task 1: Program Administration and Project Management

The RCD will provide overall program administration and project management for the San Vicente Creek Water Quality Monitoring Program. The RCD will implement all aspects of the monitoring program except for laboratory analysis of water samples, which shall be performed by a certified laboratory. This task will include the following:

- Submit an Annual Sampling Plan, in compliance with the San Vicente Creek WQIP, 60 days prior to start of wet season (Oct. 1) which includes a monitoring schedule and maps showing sampling locations and access points.
- Ongoing program oversight, planning, scheduling, and coordination of monitoring activities.
- Regular communication and coordination with County staff, Golden Gate National Recreation Area (GGNRA), WQIP partners, and other stakeholders.
- Facilitation of communication with the Regional Water Quality Control Board as needed.
- Coordination of access to sampling locations, including communication with property owners as needed.
- Provision of regular progress updates, including written updates at key points of work completion, such as completion of sampling events, and participation in monthly meetings or as requested by the County.
- Coordination of 50/50 cost share between the Golden Gate National Recreation Area and the County for lab fees.
- Preparation and submitting invoices in accordance with County requirements.

Deliverables for Task 1

- Annual sampling plan, monitoring schedule, sample site coordinates and maps showing sampling locations and access points in both PDF and shapefile format.
- Periodic written updates with summary of completed activities, upcoming tasks, and risks and resolutions
- Progress updates approximately 14 days after receipt of data results from lab, meeting participation and materials as requested
- Quarterly invoices with progress reports

Task 2: Water Quality Sampling

The RCD shall conduct surface water quality sampling in accordance with the San Vicente Creek Monitoring Plan and the State of California Surface Water Ambient Monitoring Program (SWAMP) protocols for indicator bacteria. The RCD will employ adaptive sampling methods. Results from monitoring efforts may inform adjustments to sampling locations, frequency, analytes, or

methods, including additional Microbial Source Tracking (MST), storm drain sampling, or evaluation of BMP effectiveness and will be communicated to County. Sampling tasks include:

- Collection of surface water samples during approximately five (5) wet weather events and five (5) dry weather events annually.
- Sampling at established monitoring locations along San Vicente Creek and marine sites at Fitzgerald Marine Reserve, currently consisting of approximately nineteen (19) locations.
- Analysis of samples for *E. coli* at freshwater sites and enterococci at marine sites. Samples will be processed by a certified lab, and results will be evaluated against *WQOs* from the San Francisco Bay Basin Plan for water contact recreation (<320 MPN/100 mL for *E. coli* and <110 MPN/100mL for enterococci).
- Conducting MST (e.g., human, horse, dog, gull) and bacteria testing during selected wet and dry weather events.
- Sampling of drainages and stormwater conveyances during wet weather events, where feasible and totaling no fewer than eight (8) *E. coli* samples annually, to inform adaptive sampling approaches and help isolate potential sources of fecal indicator bacteria.
- Use of standard field documentation and chain-of-custody procedures consistent with SWAMP and Regional Water Quality Control Board requirements.

Deliverables for Task 2:

- Data shared within 14 days of receipt from lab.
- Chain-of-custody forms and field notes which include descriptions and/or photos of notable site conditions during sampling events

Task 3: Quality Assurance and Quality Control (QA/QC)

The RCD will implement QA/QC procedures consistent with SWAMP and project requirements, including:

- Collection of one (1) field duplicate during the wet season and one (1) field duplicate during the dry season.
- Collection of one (1) field blank during the wet season and one (1) field blank during the dry season.
- Documentation of site conditions, weather conditions, access limitations, and any deviations from standard protocols.
- Review of laboratory results and field data for completeness, accuracy, and quality, including identification of errors or data anomalies.

Deliverables for Task 3:

- Results of QA/QC analysis and descriptions of any quality control issues will be provided in the Annual Report

Task 4: Data Management, Analysis, and Reporting

The RCD will manage, analyze, and report all monitoring data collected under this program. Annual reports shall be provided in accordance with County and Regional Water Quality Control Board timelines to allow for review and integration into the Annual WQIP Status Report. All deliverables shall be provided in County-approved formats, including PDF, Excel, and GIS-compatible files. Draft deliverables shall be subject to County review and revision prior to final acceptance.

Tasks include:

- Electronic organization and management of all monitoring data.
- Evaluation of monitoring results against applicable water quality objectives, including *E. coli* objectives for freshwater and enterococci objectives for marine waters.
- Development of tables, graphs, figures, and maps to clearly summarize spatial and temporal trends and results.
- Preparation of an annual Water Quality Monitoring Report for submittal to the County and WQIP partners. Reports shall include analysis of results, characterization of potential bacterial sources, discussion of trends, and recommendations for BMPs.

Deliverables for Task 4:

- Annual Water Quality Monitoring Report, including
 - Field and laboratory monitoring data
 - QA/QC documentation
 - Data summaries and trend analysis, tables, figures, and maps

Task 5: Best Management Practice (BMP) Evaluation and Recommendations

Using current and historical monitoring data, the RCD will evaluate potential sources of bacterial contamination and develop recommendations for appropriate structural and non-structural BMPs. Tasks include:

- Assessment of monitoring data to identify priority source areas and conditions contributing to elevated bacteria levels.
- Consideration of WQIP requirements, baseline BMPs, and ongoing or planned watershed initiatives such as septic system inspections, confined animal facility management, and pet waste management.

- Coordination with County staff and partners to support development and implementation of BMP strategies.

Deliverables for Task 5:

- Annual Report will include:
 - Recommended structural and non-structural BMPs
 - Evaluation of effectiveness of current BMPs using available data and observations

Task 6: As-Needed Services

Task 6 encompasses any additional tasks identified during the duration of the contract, The scope of such tasks may include services to support the completion of Tasks 1 through 5 and may also include additional work related to water quality monitoring in additional watershed(s). Tasks under Task 6 are subject to prior approval from the County.

Example tasks include:

- Technical support and guidance related to San Vicente Creek 5-year bacteria monitoring plan update, WQIP implementation, regulatory coordination, data interpretation, and BMP implementation.
- Contribution to the San Vicente Creek BMP Implementation Plan and related status reports, as requested by the County.
- Technical support related to Coyote Point Beach and Recreation Area Advanced Restoration Plan
- Other related water monitoring tasks in additional watershed(s) with prior approval from the County
- Grant application and implementation assistance
- Other related water quality planning and consultation tasks

Deliverables for Task 6:

- To be determined

Exhibit B (rev. 07/1/2026)

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:

San Vicente Creek Bacteria Water Quality Monitoring and Reporting Budget FY27 (7/1/26-6/30/27)			
Task 1. Program Administration and Project Management	Qty	Rate	Amount
Executive Director	2	\$247	\$494
Administrative Officer	3	\$179	\$537
Administrative Assistant	10	\$87	\$870
Water Resources Program Director	10	\$205	\$2,050
Water Quality Specialist	20	\$145	\$2,900
Water Quality Technician	25	\$112	\$2,800
Engagement Officer	5	\$145	\$725
Task 1 Total			\$10,376
Task 2. Water Quality Sampling	Qty	Rate	Amount
Water Quality Technician	80	\$112	\$8,960
Water Quality Specialist	55	\$145	\$7,975
Conservation Associate	70	\$87	\$6,090
Cel Analytical Services (20 <i>E. coli</i> samples and 6 <i>enterococcus</i> samples each for 10 sampling events. 22 MST analyses for human, horse, and dog samples during 2 sampling events. 5 gull samples each during 2 MST sampling events)	Lump Sum	\$15,000	\$15,000
Operational Costs	Lump Sum	\$225	\$225
Task 2 Total			\$38,250
Task 3. Quality Assurance and Quality Control (QA/QC)	Qty	Rate	Amount
Water Quality Technician	10	\$112	\$1,120
Water Quality Specialist	5	\$145	\$725
Conservation Associate	10	\$87	\$870
Task 3 Total			\$2,715

Task 4. Data Management, Analysis, and Reporting	Qty	Rate	Amount
Executive Director	4	\$247	\$988
Water Quality Technician	30	\$112	\$3,360
Water Quality Specialist	80	\$145	\$11,600
Water Resources Program Director	8	\$205	\$1,640
Director of Stewardship	4	\$211	\$844
Task 4 Total			\$18,432
Task 5. Best Management Practice (BMP) Evaluation and Recommendations	Qty	Rate	Amount
Executive Director	1	\$247	\$247
Water Quality Technician	7	\$112	\$784
Water Quality Specialist	8	\$145	\$1,160
Water Resources Program Director	2	\$205	\$410
Task 5 Total			\$2,601
Task 6. As-Needed Services	Qty	Rate	Amount
Executive Director	5	\$247	\$1,235
Water Quality Technician	10	\$112	\$1,120
Water Quality Specialist	11	\$145	\$1,595
Water Resources Program Director	5	\$205	\$1,025
Task 6 Total (note this total is solely for technical support and guidance related to San Vicente Creek 5-year bacteria monitoring plan update)			\$4,975
PROGRAM TOTAL			\$77,349