## AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND INTEGRAL CONSULTING

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_22\_\_\_ day of

\_\_\_\_\_February\_\_\_\_\_\_, 2022\_\_\_\_, by and between the COUNTY OF SAN MATEO,

hereinafter called "County," and INTEGRAL CONSULTING, hereinafter called "Contractor";

## $\underline{W} | \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

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 developing a Sea Level Rise Vulnerability Assessment and Adaptation Plan for the San Mateo County South Coast on March 12, 2019; and

WHEREAS, the parties amended this Agreement on June 13, 2019 to add \$25,000 to the contract to perform a sea level rise vulnerability assessment for the intertidal resources along the San Mateo County Pacific Coast from Pescadero Creek to Bean Hollow, of which the State granted the County stewardship through S1893, to meet requirements of Assembly Bill No. 691 (AB 691), a state law that directs local trustees of public trust lands to conduct an assessment of sea level rise impacts; and

WHEREAS, the parties amended this Agreement on June 15, 2020 to extend the contract end date due to COVID-19-related delays, from June 30, 2020 to December 31, 2021; and

WHEREAS, the parties amended this Agreement on July 7, 2021 to update outreach activities given COVID-19, reduce the number of sector profiles completed, and add additional dune modeling work to the scope, and to amend Exhibit B to move funds between tasks to address costs of dune modeling; and

WHEREAS, the parties amended this Agreement on December 13, 2021 to extend the contract end date from December 31, 2021 to March 31, 2022 to complete the written report, delayed by a lack of necessary data; and

Amendment Template Version May 2021

WHEREAS, the parties wish to amend the Agreement to add \$10,000 for project management and technical support for engagement and outreach related to the Sea Level Rise Vulnerability Assessment and Adaptation Plan for the San Mateo County South Coast and to extend the contract end date from March 31, 2022 to December 31, 2022.

## 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 THRITY-FIVE THOUSAND DOLLARS (\$235,000). 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.

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 March 12, 2019 through December 31, 2022.

3. Original Exhibit A is amended to add Task 6:

Task 6. On Call Technical Support

The Contractor will provide technical support, which may include but is not limited to:

- Project management
- GIS data organization and dictionary, data transfer, map editing and development
- Advisory support to outreach and engagement teams
- Participation in outreach and engagement events
- Report editing and finalization based on public input

4. Original Exhibit B is amended to the following:

## Revisions to Exhibit B (rev. January 5, 2022)

Upon the County identifying a need for technical support services, the County will issue a Contractor task order outlining the scope of required services and timeline. Upon receipt of a task order, Contractor shall, within one business week, confirm availability to provide services, and if available will provide County a written scope of work, cost estimate, and project schedule. Once County has approved the fee for services and project schedule in writing, the Contractor shall schedule and commence specified tasks. Invoices summarizing completed tasks with a breakdown of hours spent shall be submitted by the Contractor after the completion of mutually agreed deliverables identified for each on-call project.

The contract shall not exceed the total amount of two hundred thirty-five thousand dollars (\$235,000), and the County shall have the right to withhold payment if the County determines that the quality of the work performed is unacceptable.

Contractor shall bill the County on a monthly basis for work completed the previous month upon receipt of an invoice and progress report detailing work completed. Billing shall include a description of tasks completed and budget spent, names of staff, a summary of tasks completed, payment/hourly rates, hours billed per staff with subtotals, additional non-labor costs, and a final total cost of the invoice.

Staff Title	Staff Hourly Rates/Unit Not-to- Exceed Cost
Principal	\$210
Coastal Scientist	\$140
Senior Economist	\$165
Scientist	\$165
Economist	\$85
Admin	\$120

5. All other terms and conditions of the agreement dated March 12, 2019 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: Integral Consulting

David Roll

2/1/2022

David L. Revell

**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