

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

THIS AMENDMENT TO THE AGREEMENT, entered into this 8<sup>th</sup> day of August, 2017, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the San Mateo County 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 1<sup>st</sup> of July, 2017; and

WHEREAS, the parties wish to amend the Agreement to include services related to the Butano Channel Restoration and Resilience Project.

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

1. Section 3 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 five hundred thirty-five thousand two hundred and forty-three dollars (\$535,243). 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 A of the agreement is amended with the Revised Exhibit A (rev. [August 8, 2017]) to read as follows:

**Exhibit A**

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

- Technical services (water quality monitoring, best management practice evaluations and recommendations, water conservation programming, technical assistance to landowners)

- Public engagement services (outreach, community events, print and website outreach materials)
- Coordination services (connect stakeholders for integrated approach to resource conservation)
- Program oversight and administration (reporting, project management)
- Internal services (staff training, internal audits, improve business functions)

Details of the scope of these services are provided in the Exhibits A1-A4 below.

3. Original Exhibit A of the agreement is amended to include Exhibit A4 to read as follows:

**Exhibit A4: Butano Channel Restoration and Resilience Project**

**Timeframe**

July 1, 2017 - June 30, 2019

**Budget**

\$150,000

**Scope of Work**

Tasks related to planning and permitting may include, but are not limited to, the following:

- Data Collection and Analysis (e.g. coring, sediment, water quality, biological, and/or geotechnical, as needed)
- Design Alternatives Evaluation (includes model updates and integration)
- Permitting Strategy and Materials Development
- Community and Stakeholder Outreach
- Project Management and Administration (reporting, invoicing, contracting, contractor oversight, project tracking, coordination)

The RCD shall document work performed under this contract and provide a status report of the work efforts outlined above on a quarterly basis until funds are expended. The work will be completed by the RCD and its consultants (Alnus Ecological, cbec eco-engineering, ESA, and others, as needed). The agreement amount is not to exceed \$150,000.

The RCD billing rates are as follows:

<b>RCD Staff</b>	<b>Rate</b>
Executive Director	\$132/hr
Project Manager	\$90/hr
Conservation Program Specialist	\$67/hr
Program Specialist	\$60/hr
Project Coordinator	\$51/hr
Program Assistant	\$45/hr

4. Original Exhibit B of the agreement is amended to include the Revised Exhibit B, (rev. [August 8, 2017]) to read as follows:

**Exhibit B (rev. [August 8, 2017])**

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:

<b>Exhibit</b>	<b>Fee schedule and terms</b>
Exhibit A1 Operational Support	RCD shall bill the County on a semi-annual basis (July and January) beginning July 2017 for four (4) equal payments of sixty two thousand and five hundred dollars (\$62,500).
Exhibit A2 San Vicente Creek Bacteria Water Quality Monitoring Program	RCD will submit invoices on a quarterly basis identifying the task, specific work completed, and breakdown of charges. RCD will make reference to the tasks and staffs rates provided in <i>Exhibit A2 – San Vicente Creek Bacteria Water Quality Monitoring Program</i> .
Exhibit A3 Pet Waste Education and Outreach Program	RCD will submit invoices on a quarterly basis identifying the task, specific work completed, and breakdown of charges. RCD will make reference to the tasks and staff rates provided in <i>Exhibit A3 - Pet Waste Education and Outreach Program</i> .
Exhibit A4 Butano Channel Restoration and Resilience Project	RCD will submit invoices on a quarterly basis identifying the specific work completed, breakdown of charges, and any consultant invoices. RCD will make reference to the staff rates provided in <i>Exhibit A4 – Butano Channel Restoration and Resilience Project</i> .

Invoices are due and payable to the San Mateo County Resource Conservation District within 30 days of submission.

5. No oral modifications shall be made to the agreement.
6. All other terms and conditions of the agreement dated 1<sup>st</sup> of July, 2017 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 County Resource Conservation District

  
Contractor Signature

7/31/2017  
Date

Kellyx Nelson  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board