

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
Go Native, Inc.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2014, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Go Native, Inc. 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 Invasive Species (primarily jubata grass (*Cordaderia jubata*)) eradication services on May 23, 2014 and

WHEREAS, the parties entered into an Agreement for Invasive Species (primarily jubata grass (*Cordaderia jubata*)) eradication services on May 23, 2014 and

WHEREAS, the parties wish to amend the Agreement to increase funding for this project and expand the scope of work..

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

1. Section 3 of the agreement, the last sentence, is replaced to read as follows:

In no event shall total payment for services under this Agreement exceed two hundred fifty-three thousand two hundred sixty-eight dollars (\$253,268).

2. Section 20 of the agreement is replaced in its entirety to read as follows:

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with

jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

3. Original Exhibit A is replaced with Revised Exhibit A, (rev.[August 19, 2014])

1. Description of Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, Contractor shall provide the following services:

Go Native, INC. will complete the work outlined in the Scope of Work for Go Native, INC., RE: Devil's Slide Trail Jubata Grass Eradication and Restoration dated May 30, 2014.

Goals and Objectives:

1. Develop a total population size and distribution map of jubata grass and other invasive species on the watch list in the Devil's Slide project area. Monitoring of the population over the treatment period will inform whether the agreed upon strategy and restoration techniques are adequately working to meet goals.
2. Eradication of 100% jubata grass (*Cortaderia jubata*) from the visual corridor and 98% treatment of jubata grass in the entire Devil's Slide project area by 2016.
3. All flat areas adjacent to the trail corridor will be adequately prepared (free of jubata grass and other problematic invasive species including but not limited to sweet alyssum (*Lobularia maritima*), sow thistle (*Sonchus oleraceus*), summer mustard (*Hirschfeldia incana*), and Eharta grass (*Erharta erecta*)) to be re-vegetated by community volunteers. The Monterey pine (*Pinus radiata*) should be retained for visual and cultural benefit but any small saplings or seedlings can be removed.
4. Public education and outreach on behalf of Go Native, SMC Parks Department and our volunteers, and the SMC Weed Management Areas concerning use of herbicides in the project area.
5. Clear and timely communication throughout the process with the Natural Resource Manager in order to ensure the project progress is reasonable and the goals and objectives are being met.

Project Approach and Management Strategies:

1. Contract funding will not exceed \$253,268.
2. Subcontracting authority is authorized to Go Native, INC. for work on this contract.
 - a. Preferred subcontractor for rope work associated with jubata grass removal and developing a population size and distribution map is Shelterbelt Builders, INC.
 - b. Maximum amount to be spent on subcontractor fees is \$123,268. The amount of \$123,268 is grant money and therefore must be expended before June 30, 2015.
3. All available and discoverable techniques will be used in the efforts to eradicate jubata grass and other invasive species. These techniques include but are not limited to herbicide treatment (glyphosate and imazapyr), hand removal (pulling or hand-grubbing seedlings), and using hand tools to remove the entire crown and top section of the roots. Additional techniques should be incorporated if new approaches are identified as a viable treatment alternative over the life of the contract.
4. Priority of Treatment Areas:
 - a. Visual Corridor
 - i. Flat areas adjacent to the trail
 - ii. "Clear Areas" outlined in "Proposal for Jubata Grass Eradication and Restoration on Devil's Slide Trail"
 - iii. Adjacent areas up to 50' upslope
 - iv. Areas up to 600' above and below the trail
 - v. High-slope areas and sparse populations of jubata grass in challenging locations (up or down slope)

2. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, County shall pay Contractor based on the following schedule and terms:

Deliverables:

2014

1. 30 acres along the entire length of trail (1.3 mile) focusing on the adjacent flat and immediate upslope areas (up to 50') are treated.
2. Maximize the additional grant funds to include a subcontractor to help eradicate jubata grass in the visual corridor.
3. Cover and/or mulch (mulch should be weed-free, known source) and cover all exposed adjacent flat areas along the trail to prevent any weed seed infestation. Cover and mulch cost estimates and decisions shall be discussed with the Natural Resource Manager prior to implementation.
4. Produce a total population size and distribution map of jubata grass and other major invasive infestations for the Devil's Slide project area. This map shall be updated and provided with each invoice to document work accomplished.

2014/2015

1. 45 acres along the entire length of trail (1.3 mile) focusing on the flat, immediate upslope, priority visual and downslope areas are treated.
2. Begin follow-up re-vegetation where the jubata grass has been determined to be sufficiently eliminated to allow native species re-establishment. Consultation with the Natural Resource Manager on native plant species to be included in restoration is required.
3. Provide updated total population size and distribution map of jubata grass and other major invasive infestations for the Devil's Slide project area.

2015/2016

1. 60 acres along the entire length of trail (1.3 mile) focusing on the flat, immediate upslope, priority visual and downslope areas are treated.
2. Begin follow-up re-vegetation where the jubata grass has been determined to be sufficiently eliminated to allow native species re-establishment.
3. Provide updated total population size and distribution map of jubata grass and other major invasive infestations for the Devil's Slide project area.
4. Prepare a written plan for 2017-2019 continuation of jubata grass eradication and native plant community restoration. Plan goals and objectives shall reflect input from the Natural Resource Manager.

Payments:

The County's fiscal year starts July 1 through June 30 annually. Fiscal year 2013/2014 ends June 30, 2014 and up to \$50,000 has been allocated for this project between the start of the contract and June 30, 2014. Additional grant funds have been secured to augment the project budget. The grant funds must be expended before June 30, 2015.

Acknowledgement of Constraints:

The County fully recognizes that invasive species eradication and native plant restoration is both art and science. There are many factors that may influence the ability to deliver on the acres outlined in the deliverables section; these may include weather conditions, unknown populations, and public concern among others. As the easier areas are treated additional constraints including worker safety may affect Go Native's ability to reach and effectively treat the target acreage. The acres outlined in the above section serve as a guide and Go Native, INC. as targets; however the actual acres treated will be viewed in light of weather conditions and other constraints when the County evaluates the work.

Communication between the County and Go Native is expected to ensure that work is carried out in a manner consistent with the outlined goals and objectives of this Scope of Work. County agrees to pay Go Native for services within 30 days from receipt of invoice and updated population size and distribution map of jubata grass and other watch list invasive species. In no case shall the County be charged more than the \$253,268 (the total amount of the contract). Awarding of this contract does not ensure that the County shall spend the total amount of the agreement. County is not obligated to purchase any specific amount of services. The total population size and distribution map of jubata grass and other major invasive infestations for the Devil's Slide project area and all of the data

used in creation of this map shall be given to the County for use and will become the intellectual property of the County.

- 4. All other terms and conditions of the agreement dated May 23, 2014, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

David Sands, Go Native, Inc.



Contractor's Signature

Date: 9/4/14