

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

THIS AMENDMENT TO THE AGREEMENT, entered into this 12th day of February 2019, 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 services related to water quality improvement and natural resource protection on July 1, 2017; and

WHEREAS, the parties amended the Agreement to include services for the Butano Channel Restoration and Resilience Project on August 8, 2017; and

WHEREAS, the parties amended the Agreement to include services for various waste reduction and stakeholder engagement programs and activities on July 3, 2018; and

WHEREAS, the parties wish to amend the Agreement to rectify a clerical error in the total not-to-exceed amount and the numbering of the exhibits.

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

- 1.** Section 3. Payments of the Agreement is amended in its entirety 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 Revised Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Revised 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 SEVEN HUNDRED SIXTY-TWO THOUSAND, EIGHT HUNDRED THIRTY-FIVE DOLLARS (\$762,835). 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. Revised Exhibit A (rev. 8/31/18) is replaced with Revised Exhibit A (rev. 12/10/18), a copy of which is attached hereto and incorporated into the Agreement by this reference.
3. Original Exhibit A4: Composting Technical Assistance is replaced with Exhibit A4: Butano Channel Restoration and Resilience Project, a copy of which is attached hereto and incorporated into the Agreement by this reference.
4. Original Exhibit A5: School Composting Demonstration Project is replaced with Exhibit A5: Composting Technical Assistance, a copy of which is attached hereto and incorporated into the Agreement by this reference.
5. Original Exhibit A6: Feasibility Study for Composting Facility is replaced with Exhibit A6: School Composting Demonstration Project, a copy of which is attached hereto and incorporated into the Agreement by this reference.
6. Original Exhibit A7: HMB High School Composting is replaced with Exhibit A7: Feasibility Study for Composting Facility, a copy of which is attached hereto and incorporated into the Agreement by this reference.
7. Original Exhibit A8: Brussel Sprouts Composting is replaced with Exhibit A8: HMB High School Composting, a copy of which is attached hereto and incorporated into the Agreement by this reference.
8. Original Exhibit A9: Elkus Ranch Composting is replaced with Exhibit A9: Brussel Sprouts Composting, a copy of which is attached hereto and incorporated into the Agreement by this reference.
9. Original Exhibit A10: Rangeland Application of Compost is replaced with Exhibit A10: Elkus Ranch Composting, a copy of which is attached hereto and incorporated into the Agreement by this reference.
10. Original Exhibit A11: South Coast Sea Level Rise Vulnerability Assessment is replaced with Exhibit A11: Rangeland Application of Compost, a copy of which is attached hereto and incorporated into the Agreement by this reference.
11. Exhibit A12: South Coast Sea Level Rise Vulnerability Assessment is added to the Agreement, a copy of which is attached hereto and incorporated into the Agreement by this reference.
12. Revised Exhibit B (rev. 8/31/18) is replaced with Revised Exhibit B (rev. 12/10/18), a copy of which is attached hereto and incorporated into the Agreement by this reference.
13. **All other terms and conditions of the agreement dated July 1, 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**

Kellyx Nelson, Executive Director

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name (please print)

\_\_\_\_\_

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board