

**AMENDMENT NO. ONE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND LARRY PATTERSON**

THIS AMENDMENT TO THE AGREEMENT, entered into this 24 day of September, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Larry Patterson d.b.a. Coast Consulting, 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 FSLRRD Advisory Committee, which was established by the Board of Supervisors on June 25, 2019, appointed Larry Patterson to serve as interim CEO of the FLSRRD to manage the formation of the new FSLRRD and support the new Advisory Committee on July 12, 2019; and

WHEREAS, the parties need to amend the Agreement to continue work on the formation of the FSLRRD and manage the transition to the new District as of January 1, 2020; and

WHEREAS, the parties wish to amend the Agreement to increase the Agreement amount by \$35,000 to \$135,000.

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 the 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 obligation under this Agreement exceed One Hundred Thirty-Five Thousand Dollars (\$135,000.00). 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. The following Tasks are added to Exhibit A to include additional scope of work to be completed by Contractor serving as Interim General Manager/CEO to manage the successful transition of the County's Flood Districts and Enhanced Flood Program to the new Flood and Sea Level Rise Resiliency District (FSLRRD) and provide District formation management.

Task 1. General Oversight of Formation of the Flood and Sea Level Rise Resiliency District (FSLRRD), which may include, but not be limited to:

- Develop Request for Qualifications and/or Request for Proposals for the FSLRRD Investment Strategy
- Developing Requests for Proposals, as needed, to retain professional services, equipment, and software necessary for FSLRRD operations
- Serve as Interim General Manager/CEO supporting the FSLRRD Advisory Committee including establishing regular meeting dates, setting agendas, preparing staff reports and functioning as the primary point of contact for the Advisory Committee members, stakeholders, and the public. The Interim General Manager/CEO will be authorized to make decisions and advance necessary tasks as part of the pre-start-up phase of the FSLRRD.

Task 2. Understanding and Contract for San Mateo County Flood Control District and Zone (Zone) Work Resulting from and Required by Legislation to Modify the Existing San Mateo County Flood Control District

- Work with the County of San Mateo (County) to understand, discuss, and determine functional roles, responsibilities, billing, etc. for work to be completed by County for Zones in support of the FSLRRD.
- Develop agreement between the County and FSLRRD for continued operations of Zone work that is acceptable to the County and FSLRRD to be executed prior to January 1, 2020.


Task 3. Other Duties as Assigned

- Provide support to County and C/CAG staff on FSLRRD formation and operations tasks as required.
- Provide management and oversight of contract providers in support of the new FSLRRD formation.

3. **All other terms and conditions of the agreement dated January 7, 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: LARRY PATTERSON

	<u>9/18/19</u>	<u>d.b.a. Coast Consulting</u>
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

