

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
RINCON CONSULTANTS, INC.**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered this 28thst day of January 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County", and RINCON CONSULTANTS, INC., hereinafter called "Contactor";

WITNESSETH:

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, on or about January 26, 2016, the Parties entered into an agreement for Land Use Planning Services for various San Mateo County Parks Department projects on an on-call basis (the "Agreement"); and

WHEREAS, the term of the original Agreement had an initial termination date of January 31, 2019; and

WHEREAS, the Agreement was then amended on January 29, 2019 (the "First Amendment") to extend the term of the Agreement to January 31, 2020; and

WHEREAS, the Agreement was again amended on April 17, 2019 (the "Second Amendment") to finalize the Flood Park Landscape Plan Environmental Impact Report, and required a modification to the agreement to a not-to-exceed amount of \$325,000 as per allowable with Resolution No 076410; and

WHEREAS, the parties are continuing to analyze revisions and finalize the Flood Park Landscape Plan Environmental Impact Report and require further modification to the Agreement: (i) to extend the term of the Agreement from January 31, 2020 to June 30, 2020, and (ii) to increase the not-to-exceed amount of the Agreement by \$50,000 to \$375,000.

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

1. Section 3 (*Payments*) of the Agreement, as amended by the First Amendment and the Second Amendment, is amended to read as follows:

In no event shall the County's total fiscal obligation under this Agreement exceed Three Hundred and Seventy Five Thousand Dollars (\$375,000).

2. The first paragraph of Section 4 (*Term and Termination*) of the Agreement, as amended by the First Amendment and the Second Amendment, is amended to

read "Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 1, 2016, through June 30, 2020"

3. Exhibit B Section 4 of the Agreement, as amended by the First Amendment and the Second Amendment, is amended to read as follows:

The County's total fiscal obligation under this Agreement shall not exceed \$375,000 unless said amount is authorized to be increased by the County Board of Supervisors by written amendment to this Agreement. Specific projects that may be assigned to the Contractor shall have individual not-to-exceed amounts as stated in the specific task orders. The sum of individual task orders not-to-exceed fees for multiple projects that may be assigned to the Contractor shall not exceed \$375,000 not-to-exceed for this Agreement without prior written approval by the County Board of Supervisors.

4. **All other terms and conditions of the Agreement between the County and Contractor dated February 9, 2016, as amended, shall remain in full force and effect.**

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WIL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT POR AUTHORIZED DESIGNEE.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: RINCON CONSULTANTS, INC.



Stephen Svete, Vice President

January 9, 2020
Date

RINCON CONSULTANTS, INC.
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board