# AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CASCADIA CONSULTING INC.

THIS AMENDMENT TO THE AGREEMENT, entered into this 23<sup>rd</sup> day of June, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Cascadia Consulting, Inc. hereinafter called "Contractor";

### $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

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 to support County staff in developing the Community Climate Action Plan, a plan that will help the County reduce its emissions in unincorporated communities and meet its climate goals; and

WHEREAS, the parties wish to amend the Agreement to support County staff performing technical analysis, responding to and integrating public feedback, and completing the written document. This support will ensure a quality and timely Climate Action Plan that will reflect common interests, public priorities and needs, and charts our course for meeting State climate goals.

## 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 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 ONE HUNDRED AND EIGHTY-SEVEN THOUSAND NINE HUNDRED DOLLARS (\$187,900). 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. Exhibit A is replaced with Revised Exhibit A (rev. 5/11/20), a copy of which is attached hereto and incorporated into the Agreement by this reference is added to the agreement to read as follows:

Original Exhibit A: Task 1.5—GIS Mapping and Carbon Sequestration Analysis The Contractor will work with staff at the Carbon Cycle Institute and the San Mateo Resource Conservation District to hand off project information and data for ongoing Department of Conservation Grant to develop a Working Lands Component of the Community Climate Action Plan.

#### Original Exhibit A: Task 1—Technical Support

A new Task 1.6 is added, Carbon Sequestration Data Transfer, wherein the Cascadia team integrates insights from Google's Environmental Insights Explorer (via a partnership with SMC Innovation Labs) into appropriate project deliverables.

A new Task 1.7 is added, CEQA Analysis and Document Preparation, to support staff in producing a Plan compliant with State CEQA regulations.

#### Original Exhibit A: Task 2—Community Engagement

Task 2.3— Workshop and Meeting Facilitation

The Contractor will provide additional support in planning, and facilitating, additional engagement and online workshops and producing high level summaries of these events.

### Task 2.5—Feedback Integration

The Contractor will provide additional support and technical analysis to process and integrate the feedback from the public and residents of unincorporated San Mateo County. Changes to this effect will be made in Exhibit B; because the nature of this task has changed in amount or degree rather than substance, no changes will be made to the original contracted scope in Exhibit A.

#### Original Exhibit A: Task 3—Report Development Support

The Contractor will support County staff in drafting and finalizing the Plan document and an executive summary. Changes to this effect will be made in Exhibit B; because the nature of this task has changed in amount or degree rather than substance, no changes will be made to the original contracted scope in Exhibit A.

#### Original Exhibit A: Task 4—Project Management

The Contractor will provide additional public engagement-focused check-in calls (2x/month)

The Contractor will provide additional general project management check-in calls (2x/month)

Changes to this effect will be made in Exhibit B; because the nature of this task has changed in amount or degree rather than substance, no changes will be made to the original contracted scope in Exhibit A.

- **3.** Exhibit B is replaced with Revised Exhibit B (rev.5/11/20), a copy of which is attached hereto and incorporated into the Agreement by this reference.
- 4. All other terms and conditions of the agreement dated May 14, 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: Cascadia Consulting, Inc. |                          |                                |
|---|--------------------------|--------------------------------|
| RIMI                                      | 5/21/2020                | Ruth Bell                      |
| Contractor Signature                      | Date                     | Contractor Name (please print) |
|   |                          |                                |
| COUNTY OF SAN MATEO                       |                          |                                |
|   |                          |                                |
| By:<br>President, Board of Super          | visors, San Mateo County |                                |
|   |                          |                                |
| Date:                                     |                          |                                |
| Julio.                                    |                          |                                |
| ATTEST:                                   |                          |                                |
| By:<br>Clerk of Said Board                |                          |                                |
|   |                          |                                |