

Attachment D

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**AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
RESOURCE CONSERVATION DISTRICT OF MONTEREY COUNTY**

THIS AMENDMENT NO. 1 to Standard Agreement No. A-14107 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Resource Conservation District of Monterey County (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-14107 with County on August 31, 2018 (hereinafter, "Agreement") to provide staff and services to address a wide range of fire fuel mitigation issues and objectives (hereinafter, "services") through June 30, 2019 for an amount not to exceed \$150,000; and

WHEREAS, the County has a continued need for services; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, CONTRACTOR's 2018-19 Billable Rate Sheet requires an update effective July 1, 2019; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for one (1) additional year to June 30, 2020 and to update the 2018-19 Billable Rate Sheet with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1; and

WHEREAS, on August 28, 2018 the Board of Supervisors authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute future amendments to the Agreement where the amendments do not significantly alter the scope of work or change the approved Agreement amount.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 1.01 of Section 1.0, "General Description", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A and A-1 in conformity with the terms of this Agreement.

2. Amend the first sentence of Paragraph 2.01 of Section 2.0, "Payment Provisions", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A and A-1, subject to the limitations set forth in this Agreement.

3. Amend the first sentence of Paragraph 3.01 of Section 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from August 28, 2018 to June 30, 2020, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4.01 of Section 4.0, "Scope of Services and Additional Provisions", to add "Exhibit A-1, Revised Rate Sheet", effective July 1, 2019.
5. In all places within the Agreement, any reference to the "2018-19 Billable Rate Sheet" in Exhibit A, Scope of Services/Payment Provisions is hereby replaced with "Exhibit A-1, Revised Rate Sheet", effective July 1, 2019.
6. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number 3000*4032 and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us:

County of Monterey
Resource Management Agency (RMA) - Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP-GP@co.monterey.ca.us.

7. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
8. This Amendment No. 1 and Exhibit A-1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
9. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: *[Signature]*
Contracts/Purchasing Officer

Resource Conservation District of Monterey County
Contractor's Business Name

Date: 05 July 2019

By: *[Signature]*
(Signature of Chair, President or Vice President)

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its: Rebecca King Vice President
(Print Name and Title)

By: *[Signature]*
Wendy S. Strimling
Senior Deputy County Counsel

Date: 6/25/19

Date: 6/28/19

By: *[Signature]*
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Approved as to Fiscal Provisions
By: *[Signature]*
Auditor/Controller

Its: PAUL ROBINS, EXEC. DIRECTOR
(Print Name and Title)

Date: 7-1-19

Date: 6/25/2019

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

EXHIBIT A-1 – REVISED RATE SHEET
Effective July 1, 2019

CONTRACTOR's Revised Rate Sheet	
Executive Director	\$105.00
Ag Water Management Specialist	\$58.00
Civil Engineer	\$83.00
Ecologist	\$71.00
Program Admin	\$58.00
Soil Scientist	\$62.00
Forest Health/Fire Fuel Mitigation Coordinator	\$72.00