

**AMENDMENT #1 TO AGREEMENT BY AND BETWEEN  
COUNTY OF MONTEREY & RESOURCE CONSERVATION  
DISTRICT OF MONTEREY COUNTY**

**THIS AMENDMENT** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of weed abatement services by and between **RESOURCE CONSERVATION DISTRICT OF MONTEREY COUNTY**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to change payment provisions, term of agreement and scope of services and additional provisions.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 2, “PAYMENT PROVISIONS”** shall be amended by removing, “*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$90,000.00.*” and replacing it with “*The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$185,000*”
2. **Section 3, “TERM OF AGREEMENT”**, shall be amended by removing “The term of this Agreement is from July 1, 2013 to June 30, 2015, unless sooner terminated pursuant to the terms of this Agreement”, and replacing it with “The term of this Agreement is from July 1, 2013 to June 30, 2016, unless sooner terminated pursuant to the terms of this Agreement”.
3. **Section 4, “Scope of Services and Additional Provisions”** shall be amended by adding several additional services as per EXHIBIT A1 Revised per Amendment #1 attached hereto.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on August 13, 2013.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

*By Commission*

Dated:

*10/27/14*

Approved as to Fiscal Provisions:

*[Signature]*

Deputy Auditor/Controller

Dated:

*10-7-14*

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

*[Signature]*

Deputy County Counsel

Dated:

*10-06-2014*

CONTRACTOR

By:

*Rebecca King*

Signature of Chair, President, or Vice-President

*Rebecca King Vice-President*  
Printed Name and Title

Dated:

*9/30/2014*

By:

*[Signature]*

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

*PAUL ROBINS, EXECUTIVE DIRECTOR*  
Printed Name and Title

Dated:

*9/26/2014*

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

*[Handwritten mark]*

**EXHIBIT-A1**

**To Agreement by and between  
Monterey County Agricultural Commissioner, hereinafter referred to as “County”  
AND  
Paul Robins, Resource Conservation District (RCD), hereinafter referred to as  
“CONTRACTOR”**

**Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

- A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Tasks & Deliverables

**1. On-Farm Erosion Technical Assistance**

Upon request, assist the Agricultural Commissioner in providing technical assistance for erosion control and runoff management. Spanish translation of the Hillslope Guide and other educational brochures and materials should be completed during the tenure of the PSA agreement (e.g., by June 2016). When technical assistance field visits are needed, RCD should respond within 48 hours during normal business days and provide a written update to the AC office within 30 days of visit regarding site prescriptions and/or issues, with photos if possible.

Deliverables: Final List of Properties, Actions Taken, Next Steps. Monthly and annual summary report and inventory list of properties visited, actions taken, and next steps. Completion of the translated version of Hillslope Guide and other educational brochures as requested.

**2. Weed Management Area**

Assist in the mapping and control of invasive weeds. Assist in coordinating and reporting weed management activities of the Weed Management Area.

Deliverable: Summary of Activities

**3. Arundo Removal Program**

Coordinate with regulatory agencies and consultants to implement and expand an Arundo and invasive species removal program in the Salinas River Watershed. Provide documentation of Arundo program implementation components including updated mapping and associated outreach.

RCD Field Tech: hourly rate not to exceed \$37 per hour

RCD Program Assistant: hourly rate not to exceed \$76 per hour

Expenses:

Arundo Management Consultant (DENDRA, Inc.): \$85/hr in 2013. The hourly rate for DENDRA, Inc., shall not to exceed \$92 per hour for the term of the agreement.

Travel: reimbursable at current County mileage rates Materials and supplies such as herbicide, personal safety equipment, printing for erosion educational materials, and technology to support work as needed. All are likely taxable. Such expenses would only be incurred with prior permission from Agriculture Department personnel.

Additional Reimbursable Expenses:

GIS system setup, software, licenses, tablets and the monthly service for tablets shall not to exceed \$8,000 per year.

(ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.)

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at [www.co.monterey.ca.us/auditor/policies.htm](http://www.co.monterey.ca.us/auditor/policies.htm) to receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

## **B.2 CONTRACTORS BILLING PROCEDURES**

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.



# Monterey County

## Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

Upon motion of Supervisor Salinas, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Agricultural Commissioner (AC) to sign Amendment 1 with Resource Conservation District of Monterey County (RCD); and
- b. Authorized the Auditor-Controller to make payments in accordance with the terms of the Agreement and Amendment No.1 to the August 13, 2013, Agreement.

PASSED AND ADOPTED on this 21st day of October 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter  
 NOES: None  
 ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on October 21, 2014.

Dated: October 21, 2014  
File Number: 14-1165

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By   
Deputy