

**AMENDMENT #2 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 \$340,000*"

2. **Section 3, "TERM OF AGREEMENT"**, shall be amended by removing "The term of this Agreement is from July 1, 2013 to June 30, 2016, 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, 2017, unless sooner terminated pursuant to the terms of this Agreement".

3. **Section 4, "Scope of Services and Additional Provisions"** shall be amended by adding additional services as per EXHIBIT A2 Revised per Amendment #2 attached hereto and incorporated by this reference.

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 and to Amendment #1 executed by the County on October 27, 2014.

6. The recitals to this Amendment No. 2 are incorporated into this AGREEMENT.

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

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: [Signature]
Signature of Chair, President, or
Vice-President

Dated: _____

Benny Jefferson / President
Printed Name and Title

Approved as to Fiscal Provisions:
[Signature]

Deputy Auditor/Controller

Dated: 3/11/16

Dated: 4-15-16

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

Approved as to Liability Provisions:

PAUL ROBINS, EXECUTIVE DIRECTOR
Printed Name and Title

Risk Management

Dated: 3/11/16

Dated: _____

Approved as to Form:
[Signature]

Deputy County Counsel

Dated: MARCY GRAVE PERCY
4-14-16

*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.

EXHIBIT-A2

**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 provided upon request.

Deliverable: Final List of Properties, Actions Taken, Next Steps, translations.

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.

Deliverables: Funding applications/sources and Permit summaries; Work Summaries (acreage treated, effectiveness monitoring, etc.)

4. Greater Monterey County IRWMP

Provide voice for agricultural community and input for collaborative ag water quality programs and project development in the region among the GMCIRWM partner organizations and agencies.

Agreement ID: Resource Conservation District
Exhibit A-2, Not to Exceed \$340,000
Term: July 1, 2013 to June 30, 2017

Deliverables: Summary of Activities

5. Reporting and Invoicing

All invoices will be accompanied by a report of activities at least once every three months and as often as monthly.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$340,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Personnel Costs:

RCDMC Executive Director: \$80/hr (2013-14); \$84/hr (2014-15)
RCDMC Program Manager: \$63/hr (2013-14); \$65/hr (2014-15)
RCDMC Agricultural Engineer: \$60/hr (2013-14); \$63/hr (2014-15)
RCDMC Field Technician: \$35/hr

Amended Personnel Rates:

RCD Executive Director: hourly rate not to exceed \$93 per hour
RCD Program Manager: hourly rate not to exceed \$80 per hour
RCD Program Engineer: hourly rate not to exceed \$80 per hour
RCD Biologist: hourly rate not to exceed \$69 per hour
RCD Field Tech: hourly rate not to exceed \$40 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 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 monthly service not to exceed \$8,000 per year.

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Exhibit A-2, Not to Exceed \$340,000
Term: July1, 2013 to June 30, 2017

(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 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.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than four (4) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.