

**AMENDMENT 3 TO MEASURE K GRANT
AGREEMENT BETWEEN THE COUNTY OF SAN
MATEO AND CANOPY**

THIS AMENDMENT 3 TO THE AGREEMENT, entered into this 27th day of February, 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Canopy, hereinafter called "Grantee";

W I T N E S S E T H:

WHEREAS, on October 20, 2020, the parties entered into a **Measure K** Grant Agreement ("Agreement") for a tree-planting program to plant 260 trees on private properties in North Fair Oaks; and

WHEREAS, on September 27, 2021, the parties amended the Agreement to extend the term through March 30, 2023; and

WHEREAS, on March 22, 2023, the parties further amended the Agreement to extend the term through March 30, 2024.

WHEREAS, the parties now wish to further amend the Agreement to extend the term through March 30, 2025, with no change to the maximum amount authorized of \$28,400.00, and to replace Exhibits A2 and B2 in their entireties with Exhibits A3 and B3.

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

1. Section 3 of the Agreement is amended to read as follows:

Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall begin on the date of execution by the Parties and continue through March 30, 2025. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future grants.

County may terminate this Agreement based upon the unavailability of Federal, State, or County funds by providing written notice to Grantee within a reasonable time after County learns of said unavailability of funding. Grantee acknowledges that this Agreement may be subject to approval of the Board of Supervisors, and assumes all risk of possible non-appropriation and non-approval of funds.

County may suspend and/or terminate this Agreement if Grantee fails to comply with the terms of this Agreement and may, in its sole discretion, withhold or cancel pending and future disbursements of grant funds and/or require Grantee to return some or all funds disbursed under this Agreement.

2. Original Exhibits A2 and B2 (rev. March 17, 2023) are replaced with Exhibits A3 (rev. February 27, 2024) and B3 (rev. February 27, 2024), respectively.

3. **All other terms and conditions of the agreement dated October 20, 2020, and amended on September 27, 2021 and March 22, 2023 respectively, between the County and Grantee 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 Grantee: Canopy

<p>DocuSigned by: <i>Jean Paul Renaud</i> 9F9004D63971437...</p> <hr/>	<p>2/20/2024</p> <hr/>	<p>Jean Paul Renaud</p> <hr/>
Grantee Signature	Date	Grantee Name (please print)

For County:

<hr/>	<hr/>	<hr/>
Authorized Designee County of San Mateo	Date	Job Title (please print) County of San Mateo

Exhibit A3 (rev. February 27, 2024)

The County and Grantee agree that the grant funds shall only be used to further the goals of the following Project, described below and in the October 20, 2020 and February 27, 2024 Board transmittals and resolutions, attached hereto:

Grantee shall provide up to 75 gift cards in the amount of up to ONE HUNDRED DOLLARS (\$100) each as incentives for North Fair Oaks residents to participate in the tree-planting program; a program to plant 150 trees on private properties in North Fair Oaks through March 30, 2025. Grantee shall cover the cost of tree planting and three years of maintenance before all responsibilities are transferred to the property owner. Gift cards will be offered to residents of properties that have been selected pursuant to data-driven analysis that incorporates parcel, building footprint, sidewalk, and sun path data to identify optimal planting locations that will shade the public right-of-way.

Grantee shall conduct outreach and send targeted postcard mailers regarding the program and gift card incentive; Grantee may spend up to \$8,400 of the grant for this purpose.

With the remaining \$12,171.30 (of the original \$28,400 grant) as of the effective date of Amendment 3 to the Grant Agreement:

Grantee shall support outreach efforts in the North Fair Oaks to engage the community to assess and replace any tree that has not survived after the tree-planting program. To that end, Grantee will:

- Support staff time to assess the health of the trees that were previously planted in North Fair Oaks and determine which trees need to be replaced.
- Engage the community to assess and replace any tree that has not survived.
- Purchase replacement trees.
- Organize a community planting event to plant the replacement trees.
- Purchase tools to ensure community members have the ability to participate in the community planting.
- Host an Arbor Day event in North Fair Oaks in order to engage with residents who are interested in community greening. Grantee anticipates the following costs in association with hosting an Arbor Day:
 - Printing costs for flyers
 - Staff time for outreach
 - Catering/raffle items for the event
 - Provide environmental educational resources for the community

In no event shall the County's fiscal obligation under this Agreement exceed \$28,400.

Exhibit B3 (rev. February 27, 2024)

In accordance with the terms of this Grant Agreement, Grantee will provide, or cause to be provided the services for the Project detailed in Exhibit A3 (rev. February 27, 2024) and will report back to the County regarding various performance measures including, but not limited to, those noted below. Such reporting data shall be delivered to the County no later than March 30, 2025. In addition, Grantee agrees to provide descriptive information about the Project funded by the Measure K grant upon reasonable request of the County, including, but not limited to, the County Executive's Office, the County Communications Officer, or the Supervisorial District Office.

<u>Performance Measure</u>	<u>Target</u>
Support outreach efforts to inform North Fair Oaks residents of the Canopy tree-planting program and provide incentive of gift cards up to \$100 for participating residents.	Complete
Assess the health of and facilitate replacement if trees initially planted pursuant to the Measure K grant.	Complete
Host an Arbor Day event in North Fair Oaks in order to engage with residents who are interested in community greening.	Complete

Remit invoice(s) with supporting documents to:

County Executive's Office
 Attn: Accounting Unit
 400 County Center, 1st Floor
 Redwood City, CA 94063
CEO_AP_Inbox@smcgov.org

Pursuant to the Board materials as to Amendment 3, the grantee shall provide proof of purchase of the gift cards and other expenses related to funds expended (\$16,228.70) to the County's satisfaction before any further funds will be disbursed to grantee.