

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE SAN MATEO
RESOURCE CONSERVATION DISTRICT FOR CARBON FARM FUND**

This Agreement is entered into this 10th day of June, 2025, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and San Mateo Resource Conservation District, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of designing and implementing a carbon farm grant fund that will advance carbon sequestration efforts and identify opportunities for scaling the funding program and making the program self-sustaining. .

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

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 THREE HUNDRED AND NINETY-FIVE THOUSAND DOLLARS (\$395,000). 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.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 10, 2025, through June 9, 2030.

4. Termination

This Agreement may be terminated by Contractor or by the Director of the Sustainability Department or their designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Contractor shall invoice for time and materials/ costs incurred prior to termination of the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

5. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

a. Mutual Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability..... \$1,000,000
- (b) Motor Vehicle Liability Insurance..... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for

all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

11. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

12. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

13. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

14. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

15. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Susan Wright

Address: 4th Floor, 455 County Center, Redwood City CA, 94063[insert]

Email: swright@smcgov.org

In the case of Contractor, to:

Name/Title: Eliza Milio, Agricultural Stewardship Program Manager
Address: 80 Stone Pine Road, Ste 100, Half Moon Bay, 94019
Telephone: (650) 712-7765 ext. 122
Email: eliza@sanmateoRCD.org

16. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

17. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

18. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

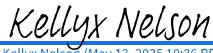
- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.

- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States (“CONUS”) rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term ‘CONUS’). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, “economy-plus,” or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

* * *

In witness of and in agreement with this Agreement’s terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Kellyx Nelson, Executive Director, San Mateo Resource Conservation District

 <small>Kellyx Nelson (May 12, 2025 10:36 PDT)</small>	05/12/2025 Date	Kellyx Nelson Contractor Name (please print)

COUNTY OF SAN MATEO

By: 

Resolution No. 081290

President, Board of Supervisors, San Mateo County

Date: June 10, 2025

ATTEST:

By: 

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Task 1: Project Management

- 1.1 Schedule and facilitate a kick-off meeting and monthly and ad hoc meetings with County staff to provide updates on progress, discuss findings, and receive feedback.
- 1.2 Develop and track timeline and milestones for the successful completion of this agreement
- 1.3 Submit a quarterly report along with invoice that details activities, project progress, milestones to date, and next steps

Task 1 Deliverables:

- *Project kickoff meeting*
- *Project plan and schedule*
- *Schedule and organize monthly and ad hoc project coordination meetings*
- *Brief quarterly reports detailing activities, project progress, milestones to date, and next steps*

Task 2: Background Research and Funding Pathways Analysis – Conduct background research on existing funding models and assess pathways for a fund model that can be sustained beyond the contract term without ongoing County investment.

2.1 Research similar existing carbon farming grant programs to identify best practices.

Communicate with existing organizations, community-based organizations, and/or research institutions to inform approach to grant development.

2.2 Identify other regional, state, federal, and/or private funds that can be used for carbon farming which can be leveraged for this grant program.

2.3 Develop carbon farming needs assessment to identify carbon farming project opportunities and financial assistance needs.

- Which types of project opportunities are/are not eligible for funding through existing programs
- Projected costs, carbon sequestration potential, and other scaled benefits of potential projects
- Carbon sequestration needs/opportunities for the agricultural community as a whole

2.4 Describe the Carbon Farming Fund's benefits and the regional ecosystem services and other benefits provided by climate-beneficial carbon farming that can be quantified and valued.

2.5 Develop a draft funding pathways survey for the agricultural community to test the appetite for and experience with a variety of relevant funding models. After receiving feedback on the draft from the County, submit a revised survey for final approval before distributing it.

2.6 Develop a draft Funding Pathways Memorandum for review by the County that:

- Summarizes background research conducted in Tasks 2.1, 2.2, and 2.3.
- Summarizes relevant fund development work completed by RCD and/or subcontractors to date.
- Evaluates the financial need, including identifying and summarizing the needs and priorities to sustain the San Mateo County Carbon Farming Fund beyond the contract term.
- Assesses potential funding pathways. Evaluates the strengths and weaknesses of each funding pathway, including considerations such as feasibility, stability and reliability, cost-benefit, complexity and cost, potential revenue, producer interest, duration (one-time versus ongoing), political viability, etc. Case studies may be included to highlight specific examples where pathways were successful.
- Provide key findings and recommendations for sustaining the Fund beyond the contract term, including relative administrative needs and costs.

2.7 Host at least one in-person listening session with producers to review the draft Funding Pathways Memorandum (Task 2.6) and gather feedback for inclusion.

2.8 Finalize the Funding Pathways Memorandum after incorporating feedback from in-person listening sessions and County review.

Task 2 Deliverables:

- *A report that summarizes the findings from Task 2.1, 2.2, 2.3, and 2.4*
- *Draft funding pathways survey*
- *Final funding pathways survey*
- *Draft Funding Pathways Outline*
- *Final Funding Pathways Outline*
- *Draft Funding Pathways Memorandum*
- *Final Funding Pathways Memorandum*

Task 3: Program Design for Administering Funds -- Develop a Program Design Report that includes the following elements

3.1 Determine if producers need to be compensated to capture data and/or participate in reporting communications.

3.2 Establish criteria for distributing funds that uses an equitable distribution model. Model should prioritize impact, financial need, and strategic leveraging of external funding. Solicit and incorporate broad input for proposed distribution criteria.

3.3 Develop draft performance metrics for determining the effectiveness of the future program. Metrics should also assess ability of the model to scale and become a self-sustaining program. After receiving feedback on the draft from the County, submit revised metrics for final approval. Examples of these metrics may include:

- Revenue Growth – tracking the increase in revenue for the Carbon Farming Fund over time to ensure the program is financially viable
- Environmental Benefit – quantifying and valuing ecosystem services and benefits
- Cost Efficiency – measuring the cost per metric ton of carbon sequestered
- Funding Diversification – assessing the diversity of funding sources to reduce dependency on a single source
- Leverage – filling gaps that are not met by existing funding sources

3.4 Develop a plan for marketing the Fund to producers and soliciting applications.

3.5 Develop application process, including:

- Template application for producers
- Process for tracking applications. Tracking tool should record issued grants, number of applications received, amount denied, amount approved, etc.
- Process for scoring applications and determining grant awards

3.6 Develop process and timeline for distributing funds.

3.7 Develop template for Annual Fund Report that includes:

- Data on estimated amount of MTCO₂e sequestered
- An equity analysis on the distribution of funds

- Project outcomes by carbon farming practice, including producer feedback
- How the projects and the funding were leveraged to advance agricultural viability, agricultural resilience, and carbon sequestration in San Mateo County
- Photographs and visuals of projects and photo releases
- Analysis of program performance, which includes a report on the performance metrics outlined in Task 3.3.

Task 3 Deliverable:

- *Program Design Report*

Task 4: Program Implementation & Fund distribution (to commence upon County approval)

- 4.1 Select most viable funding pathway(s) in collaboration with the County.
- 4.2 Implement program design as described in Funding Pathway Memorandum and Program Design Report.
- 4.3 Distribute County funds in accordance with the County approved process developed in Task 3.

Task 4 Deliverables:

- *Monthly meetings with County staff to review progress, applications received, effect of marketing materials, and additional items from regular monthly reporting*
- *Marketing materials developed in accordance with the marketing plan in Task 3.4*
- *Receipts recording grant payments*
- *Annual Fund Report*

Timeline

Task 2, Background Research and Funding Pathways Analysis, and Task 3, Program Design, will be completed within the first 18 months of the contract. Task 4, Program Implementation and Fund Distribution, if authorized by the County, will be carried out in the remaining time.

Carbon Farming Fund Project Timeline																	
	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13	Q14	Q15		
Task 1: Project Management																	
Task 2: Background Research																	
Task 3: Program Design																	
County Review/Approval																	
Task 4: Program Implementation																	

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor on a time and materials basis. The Contractor will submit invoices on a quarterly basis, invoices shall be submitted concurrently with the report described in Task 1 of Exhibit A. Invoices must include a description of work completed for each subtask in Exhibit A. The County will pay the Contractor within 30 business days of the County agreeing to the amount and content of the invoice sent by the Contractor.

Pursuant to Section 3 of the Agreement, County's total payments for services shall not exceed \$395,000.

The maximum amount of grant funds to be distributed is budgeted to be \$200,000.

The budget for Tasks 1-4 is \$195,000. Up to \$31,300 in Task 1 can be billed for the use of specialty software for this project.

Rate Schedule

RCD- Rates are averaged over the duration of a project and will not change annually until 2028. If project goes beyond 2028, we will need to update our rates.

RCD Job Title	FY 2025-26 Rate	FY 2026-27 Rate	FY 2027-28 Rate
Ag Stewardship Program Manager	\$146.00	\$146.00	\$146.00
Project Manager 1	\$110.00	\$110.00	\$110.00
Project Manager 2	\$110.00	\$110.00	\$110.00
Conservation Associate	\$87.00	\$87.00	\$87.00
Executive Director	\$247.00	\$247.00	\$247.00
Administrative Officer	\$180.00	\$180.00	\$180.00
Administrative Assistant 1	\$87.00	\$87.00	\$87.00
Administrative Assistant 2	\$87.00	\$87.00	\$87.00

Carbon Cycle

Carbon Cycle Job Title	FY 2025-26 Rate	FY 2026-27 Rate	FY 2027-28 Rate
Executive Director	\$150.00	\$150.00	\$150.00

Rincon Consultants

Rincon Consultants Job Title	FY 2025-26 Rate	FY 2026-27 Rate	FY 2027-28 Rate
Senior Principal	\$330	\$342	\$354
Supervisor Planner I	\$282	\$292	\$302
Senior Professional I	\$246	\$255	\$264
Senior Professional II	\$264	\$273	\$283

All invoices must include:

- Company letterhead
- Current remittance address
- Agreement/Contract #
- Invoice #
- Invoice date
- Total cost
- Amount owing
- Amount previously billed
- Amount remaining on agreement

Contractor shall provide supporting documents concurrently upon invoice submittal, adequate to substantiate the charges. Adequate supporting documents include, but are not limited to: deliverable documents, payroll registers, timesheets, detailed invoices, inspection certificates, activity/participant logs, applicant forms, acceptance letters, survey forms, authorized travel/expense forms, service acknowledgment forms, etc. The types of supporting documents required to verify information on invoices depends on the specified contracted services and, if applicable, costs to be reimbursed. The County reserves the right to withhold payment on invoices until Contractor provides adequate supporting documents. The adequacy of supporting documentation is in the sole discretion of the County. Timesheets must include at a minimum, employee name, job title, date of hours worked, task hours are applied to, hourly rate, number of hours worked per date, total dollar value per day, per employee.

If reimbursable travel is permitted via this agreement, Contractor must comply with all provisions in Section 20.

Reimbursable Travel Expenses. Travel shall only be reimbursed when conducted for tasks specified in Exhibit A of this agreement. Mileage rates shall be paid in accordance with the IRS mileage rate. Copies of Google Maps verifying the mileage from the starting point to the ending point must be submitted with invoices as supporting documents.