

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SAN MATEO RESOURCE CONSERVATION DISTRICT**

THIS AMENDMENT TO THE AGREEMENT, entered into this 25th day of February 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and San Mateo Resource Conservation District, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement for water quality improvement and natural resource protection services on the 1st day of July 2017; and

WHEREAS, the parties amended the Agreement to include services for the Butano Channel Restoration and Resilience Project on the 8th day of August 2017; and

WHEREAS, the parties amended the Agreement to include services for various waste reduction and stakeholder engagement programs and activities on the 25th day of September 2018; and

WHEREAS, the parties amended the Agreement to rectify a clerical error in the total not-to-exceed amount and the numbering of the exhibits on 12th day of February 2019; and

WHEREAS, the parties amended the Agreement to add wildland fire risk reduction services on the 26th day of March 2019; and

WHEREAS, the parties amended the Agreement to revise the scopes of services for waste reduction and stakeholder engagement programs and activities on 20th day of May 2019; and

WHEREAS, the parties amended the Agreement to revise the scope of services for pet waste outreach on the 25th day of June 2019; and

WHEREAS, the parties amended the Agreement to include services for the Pescadero Marsh Habitat Restoration and Resilience Plan Project on the 8th day of October 2019; and

WHEREAS, the parties wish to amend the Agreement to provide additional scope of services and provide resources under Exhibit 13 to develop a working lands component of the Community Climate Action plan, which will involve: (a) estimating the potential contribution of working lands to meet climate goals identified in the Climate Action Plan through carbon sequestration, (b) integrating carbon sequestration into policy documents, and (c) consulting with and engaging the agricultural community, increasing the amount by \$60,468; and

WHEREAS, the parties wish to amend the Agreement to provide for annual operating costs under Exhibit 14, increasing the amount by \$400,000 (\$200,000 for FY 19-20 and \$200,000 for FY 20-21); and

WHEREAS, the total new not to exceed amount for this Amendment shall be \$1,476,854.

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

1. A new Exhibit 13 is added to the Agreement:

Exhibit 13A

In consideration of the payments set forth in Exhibit 13A, San Mateo Resource Conservation District shall provide the following services:

San Mateo County received a grant award from the State Department of Conservation to work with partners to develop the working lands component of the Community Climate Action Plan to focus on integrating agricultural production into the climate action planning framework. The development of this plan will focus on: (a) estimating the potential contribution of working lands to meet climate goals through carbon sequestration and avoided future emissions, (b) integrating carbon sequestration into policy documents, and (c) consulting and engaging with the agricultural community.

TASK	Timeline [Start and End Date]
<p>Task 1: Estimate potential contribution of working lands to meet climate goals identified in the CAP and General Plan through carbon sequestration and avoided future emissions.</p>	<p>February 2, 2020– June 30, 2020</p>
<p>Subtask A: Estimate potential for working lands to <i>sequester carbon</i>.</p> <ul style="list-style-type: none"> • Subtask 1: Determine how many acres of working lands are available for carbon farming in SMC and SCC. • Subtask 2: Determine the rate of carbon sequestration for working lands in both SMC and SCC. • Subtask 3: The San Mateo and Santa Clara RCDs will assist with development of averages of rates of sequestration potential for agricultural land uses (cropland, rangeland, etc.). <p><i>Deliverables:</i></p> <ul style="list-style-type: none"> • Sequestration potential averages per year for agriculture systems • Identification of carbon farming practices appropriate for deployment in each county in Task 2 should be done under Task 1 to scope the analyses (report detailing carbon farm practices for different land use types, and requirements for scalability of each practice) 	

<p>TASK 2: Integrate carbon sequestration and emission prevention into policy documents.</p>	<p>July 1, 2020– November 30, 2020 31, 2020</p>
<p>Subtask A: Develop implementation scenarios and plans for key practices.</p> <ul style="list-style-type: none"> • Subtask 1: Identify key carbon farming practices for each agricultural land use type. • Subtask 2: RCDs will provide consultation on limitations and scalability of carbon farming practices to inform development of implementation scenarios. <p><i>Deliverables:</i></p> <ul style="list-style-type: none"> • List of carbon farming practices and other climate-smart agricultural practices (including those that reduce emissions and those that sequester carbon) recommended for inclusion in implementation scenarios • At least three implementation scenarios for scaling carbon farming across both counties • Consultation on development of (1) targets and measures for inclusion in the CAP and General Plan, (2) actions and resources needed to meet targets, and (3) CAP narrative • CAP measures and program recommendations for working lands in both counties 	

TASK 3: Consult with and engage agricultural community.	February 25, 2020– November 30, 2020
<p>Subtask A: Develop carbon farming practices appropriate for SMC and SCC agriculture that are based on understanding of agricultural community and work on carbon farm plans.</p> <ul style="list-style-type: none"> • Subtask 1: Conduct outreach to agricultural community about CAP. • Subtask 2: Host and facilitate stakeholder engagement events, including but not limited to workshops, site tours and community conversations, to review CAP, impact of agriculture, and potential for mitigation from agriculture. <p>Subtask B: Ground-truth practices and scenarios for amount of ag land that could be engaged in carbon farming under Task 2 deliverables (% of ag land by 2025, 2030, 2040, and 2050).</p> <p>Subtask C: Identify what producers, RCDS, and their partners would need to implement common carbon farming/conservation practices under different scenarios (to inform implementation plan under Task 2).</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • Community engagement plan • At least two stakeholder engagement events • Updated implementation scenario report including input from agricultural community • Report identifying resources and policies required for different implementation scenarios • Liaison between agricultural community and project team 	
TASK 4: Perform regular project administration tasks.	Ongoing throughout the project
<p>Deliverables:</p> <ul style="list-style-type: none"> • Quarterly invoices and progress reports • Check-in calls as needed • Project partner meetings 	

In consideration of the services provided by Contractor described in Exhibit 13B and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms outlined in the Project Budget below.

Exhibit 13B

Project Budget

	Hourly Rate/ Unit Cost	Number of hours/units	Task 1	Task 2	Task 3	Task 4
San Mateo RCD Executive Director	\$191	104	\$955	\$5,730	\$10,505	
San Mateo RCD Program Manager	\$96	248	\$2,880	\$6,240	\$13,440	
San Mateo RCD Coordinator	\$70	135	\$1,050	\$1,400	\$7,000	
		Subtotal	\$4,885	\$13,370	\$30,945	
OUTREACH COSTS						
San Mateo RCD					\$3,000	
		Subtotal			\$3,000	
TRAVEL COSTS						
San Mateo RCD Mileage	\$0.58/mile				\$300	
		Subtotal			\$300	
ADMINISTRATIVE COSTS (maximum of 20% of grant)						
San Mateo RCD, Admin Officer	\$91	18				\$1,638
San Mateo RCD Executive Director	\$191	6				\$1,146
San Mateo RCD Program Manager	\$96	54				\$5,184
		Subtotal	\$4,885	\$13,370	\$34,245	\$7,968

Total						\$60,468

2. In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit 14A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit 14. 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 fiscal obligation under this Agreement exceed four hundred thousand dollars (\$400,000). In the event that the County makes any advance payments, Contractor agrees to fund 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.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 25th, through August 30, 2022.

Exhibit 14A

In consideration of the payments set forth in Exhibit 14B, Contractor shall provide the following services:

- Work in conjunction with government agencies and private parties on projects to provide an integrated approach to resource conservation and management for long term sustainability
- Conduct follow-up site reviews and evaluations for previously completed projects
- Migrate the internal audit process from bi-annual to an annual time basis for projects and programs, including non-recoverable time and resources.
- Continue to explore, investigate, and implement methods to improve business functions to carry out the mission of the RCD.
- Provide technical assistance to constituent requests and inquiries regarding issues and concerns that cross property lines such as erosion, flooding, stormwater management, fuel load management, water supply, water security, and new or emerging policies at the local, state and federal levels pertaining to agriculture, food safety, endangered species, water diversions, protecting coastal resources, etc.
- Provide educational outreach, as requested, or in consultation, with public and private organizations through a variety of media services, educational materials, and collaborative activities designed to engage and improve individuals and foster community participation in addressing issues of concern.
- Provide and/or conduct annual training and education for all RCD staff and the public, concentrating on water conservation, agricultural irrigation and nutrient management, climate resilience and adaptation, endangered species recovery, wildland fire, and in

addition, emerging issues and policies pertaining to agriculture and resource conservation and management.

- Develop and/or improve new and existing print and website materials.

Exhibit 14B

In consideration of the services provide by Contractor described in Exhibit 14A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

- RCD shall bill the County on a semi-annual basis (July and January) beginning July 2019 for four (4) equal payments of one hundred thousand dollars (\$100,000).
3. All other terms and conditions of the agreement between the County and Contractor 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 Contractor: SAN MATEO RESOURCE CONSERVATION DISTRICT.



Contractor Signature

2/5/2020

Date

Kellyx Nelson

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board