

AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE COUNTY OF SAN MATEO DEPARTMENT OF PUBLIC WORKS AND THE SAN MATEO
RESOURCE CONSERVATION DISTRICT**

THIS ADMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING (MOU), entered into the 9th day of March, 2021 by and between the **County of San Mateo Department of Public Works** (County or Department) and the **San Mateo Resource Conservation District** (RCD), hereinafter collectively referred to as the “**Parties**” is made and entered into this day of November_____, 2025.

W I T N E S S E T H:

WHEREAS, the Parties entered into a MOU regarding watershed protection and enhancement services on March 9, 2021 in the amount of \$1,000,000 and with a term of March 9, 2021 through March 8, 2026; and

WHEREAS, the Parties wish to amend the MOU to increase the amount by \$4,000,000 for a total amount not-to-exceed \$5,000,000; and

WHEREAS, the Parties wish to amend the MOU to extend the term through March 8, 2028; and

WHEREAS, natural resource protection and infrastructure reliability in the face of climate-driven drought, fire, sea level rise, flooding, and coastal erosion are priorities for the Department and require community-focused collaboration and planning; and

WHEREAS, the RCD is a special district focused on connecting communities and providing technical, financial, and educational assistance to conserve and manage natural resources and adapt to a changing climate; and

WHEREAS, compliance with enhanced natural resource and watershed protection requirements and improving infrastructure reliability for climate adaptation require enhanced planning, implementation, and coordination with multiple stakeholders that extend beyond the Department’s current in-house capacity, right-of-way, or expertise; and

WHEREAS, the closed Half Moon Bay landfill and the small rural water systems such as County Service Area No. 7 (CSA 7) in La Honda and County Service Area No. 11 (CSA 11) in Pescadero face significant challenges related to climate-driven drought, storms, wildfire risk, sea level rise, and infrastructure aging, and addressing these challenges requires regional collaboration and grant funding; and

WHEREAS, the RCD’s expertise in watershed management, conservation, climate adaptation planning, and community-based collaboration can be leveraged to assist with planning, funding, and implementation of projects that improve the resilience and sustainability of the closed Half Moon Bay Landfill and the County-operated water systems; and

WHEREAS, amendment of the MOU will allow the Department to continue partnering with the RCD on watershed protection and enhancements services, as well as climate resilience activities and projects specific to the Department's infrastructure and operational activities in order to comply with environmental regulatory requirements, such as Total Maximum Daily Load (TMDL) planning and implementation and endangered species recovery actions, and to protect natural resources and improve infrastructure reliability in the face of climate-driven drought, fire, sea level rise, flooding, and coastal erosion.

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

1. The 2nd paragraph and 1st sentence of the 3rd paragraph of the MOU is replaced to read as follows:

The purpose of this MOU is to define the roles and responsibilities of the Parties regarding various watershed protection and climate resilience activities and projects specific to the Department's infrastructure and operational activities in order to comply with environmental regulatory requirements, such as Total Maximum Daily Load (TMDL) planning and implementation and endangered species recovery actions, and to protect natural resources and improve infrastructure reliability in the face of climate-driven drought, fire, sea level rise, flooding, and coastal erosion.

The Parties will coordinate, as appropriate, on specific TMDL-related projects, mitigation, species recovery actions, natural resource protection, and climate resilience efforts and leverage existing and future education, outreach, and funding efforts.

2. The 3rd sentence of Section 3, Payments, is replaced to read as follows:

In no event shall the County's total fiscal obligation under this MOU exceed Five Million Dollars (\$5,000,000).

3. The 1st sentence of Section 4, Term, is replaced to read as follows:

Subject to compliance with all terms and conditions, the term of this MOU shall be from March 9, 2021, through March 8, 2028.

4. The County contact information in Section 17, Notices, is replaced to read as follows:

In the case of the COUNTY, to:

Neli Avramova, P.E.
County of San Mateo Department of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063-1665
Phone (650) 363-4100
Fax (650) 361-8220
e-mail: navramova@smcgov.org

5. Exhibit A – Services, Section 1, the 1st sentence of the 1st paragraph is replaced to read as follows, and a 3rd paragraph will be added:

1. Description of Services to be Performed by the RCD:

The RCD shall provide on-call watershed protection and climate resilience services including, but not limited to, technical services, application assistance for grant funding, private landowner coordination and technical assistance, public engagement, environmental permitting, biological monitoring, civil engineering design, project administration and management, assistance with mitigation and watershed enhancement and climate resilience project construction or capital improvements, and other various professional services as authorized by the Department.

The RCD may provide support for County-operated water systems, CSA 7 and CSA 11, and the Half Moon Bay Landfill to advance climate resilience, drought preparedness, water reliability, and conservation. Such support may include technical assistance, pursuit of grant funding, stakeholder engagement, project management, and integration of watershed and infrastructure planning.

6. Exhibit A – Services, Section 2, the 1st sentence of the 3rd paragraph, 1st sentence of the 5th paragraph is replaced to read as follows, and a 9th paragraph will be added:

2. Obligations and Responsibilities.

The RCD will be responsible for coordinating among project partners to ensure that all necessary permits and private landowner access agreements are obtained as agreed upon in project-specific task orders. For mitigation, watershed enhancement, and climate resilience projects involving construction or capital improvements, the RCD will oversee the work of the engineering, construction, and biological monitoring contractor(s) and subconsultant(s).

The RCD will be responsible for ensuring that approved projects comply with all applicable planning and building codes and environmental regulations as agreed upon in project-specific task orders. Per County of San Mateo Board of Supervisors Resolution No. 072099 and the San Francisco Bay Regional Water Quality Control Board Municipal Regional Permit, non-native and invasive species management activities must be conducted in accordance with the County of San Mateo Integrated Pest Management Policy. Work shall also be conducted in accordance with the County of San Mateo Routine Maintenance Program Manual as appropriate.

For County Service Areas operated by the County, the RCD may take a lead or supporting role in developing and submitting grant applications for projects that enhance water reliability, conservation, drought resilience, climate resilience, and watershed health. The Department shall coordinate with RCD to ensure compliance with State Water Board, DWR, or other funding agency requirements.

7. Exhibit A – Services, Section 3 Task Order Negotiation, Authorization, and Amount and Method of Payment: subsection C, the 3rd sentence is replaced to read as follows:

- C. Amount and Method of Payment: Total compensation paid to the RCD for all task orders assigned shall not exceed the County's total fiscal obligation under this MOU of Five Million Dollars (\$5,000,000) and may be less than said amount.

8. Exhibit B – Payments, Section 2, is replaced to read as follows:

RCD Hourly Fee Schedule:

Administrative Assistant	\$	86
Administrative Officer	\$	177
Biological Monitor	\$	83
Conservation Associate	\$	86
Conservation Project Manager	\$	111
Conservation Technical Advisor	\$	104
Director of Habitat Enhancement	\$	177
Director of Stewardship	\$	208
Director of Water Resource Programs	\$	202
District Forester	\$	137
Engagement Officer	\$	143
Executive Director	\$	243
Field Ecologist	\$	89
Program Manager	\$	143
Santa Cruz Mountains Stewardship Network Manager	\$	149
Senior Program Manager	\$	150
Water Quality Specialist	\$	128

9. Exhibit B – Payments, Section 4, the 1st paragraph is replaced to read as follow:

The County's total fiscal obligation under this MOU shall not exceed \$5,000,000 unless said amount is authorized to be increased by the County Board of Supervisors by written amendment to this MOU. Specific projects that may be assigned to the RCD shall have individual not-to-exceed amounts as stated in the specific task orders. The sum of individual task order not to-exceed amounts for multiple projects that may be assigned to the RCD shall not exceed the total \$5,000,000 not-to-exceed amount for this MOU without prior written approval by the County Board of Supervisors.

10. **All other terms and conditions of the MOU dated March 9, 2021, between the County and the RCD shall remain in full force and effect.**

IN witness of and agreement with this MOU's terms, the Parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

San Mateo Resource Conservation
District

By: _____
David J. Canepa,
President, Board of Supervisors

By: *Kellyx Nelson*
Kellyx Nelson (Oct 24, 2025 16:13:36 PDT)
Executive Director

Date: _____

Date: 10/24/2025

ATTEST:

By: _____
Clerk of said Board