

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

THIS AMENDMENT TO THE AGREEMENT, entered into this 26th day of March, 2019, 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 services related to water quality improvement and natural resource protection on July 1, 2017; and

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

WHEREAS, the parties amended the Agreement to include services for various waste reduction and stakeholder engagement programs and activities on September 25, 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 February 12, 2019; and

WHEREAS, the parties wish to amend the Agreement to add wildland fire risk reduction services.

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

1. Section 3 Payments of the Agreement is amended in its entirety to read as follows:

In consideration of the services provided by Contract in accordance with all terms, conditions, and specifications set forth in this Agreement and in Revised Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Revised 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 NINE HUNDRED THIRTY-EIGHT THOUSAND, THREE HUNDRED THIRTY-FIVE (\$938,335). 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.

2. Original Exhibit A Scope of Services is amended to add the following:

A 11: Wildland Fire Risk Reduction

Contractor shall implement wildland fire risk reduction efforts including:

- Coordinate and facilitate Fire Safe Council (FSC) work on local initiatives and priorities identified by FSC stakeholders, the CAL FIRE Unit Plan, and the Community Wildfire Protection Plan.
- Expand the FSC chipping program, which includes outreach to residents on topics including defensible space, home hardening, evacuation routes, and neighborhood fuel/vegetation risk reduction efforts.
- Support project development and efforts to secure grants to further fuel reduction and forest health projects, including watershed health/sediment load reduction, to improve critical trails, fire roads, emergency access/evacuation roads, and related bridges and culverts.
- Research and develop programmatic permitting tools and environmental documentation for projects including: fuel reduction, removal of large trees like eucalyptus, defensible space, large scale forest health projects, strategic fuel breaks, and sediment load reduction improvements for emergency access/evacuation routes and other fire risk reduction projects.

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

3/20/2019

Date

Kellyx Nelson
Resource Conservation District

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board