

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

THIS AMENDMENT TO THE AGREEMENT, entered into this 9th day of June, 2026, 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 Forest Health and Fire Resilience services on 08/01/2023; and

WHEREAS, the parties amended the Agreement to extend the term to June 30, 2026, increase the not to exceed amount to \$600,000, replace Exhibit A with Revised Exhibit A, and replace Exhibit B with Revised Exhibit B on 08/12/2025; and

WHEREAS, the parties wish to amend the Agreement to increase the not to exceed amount to \$800,000, replace Exhibit A with Revised Exhibit A (rev. 07/01/2026), replace Exhibit B with Revised Exhibit B (rev. 07/01/2026), and extend the term by one year to June 30, 2027.

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

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

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 EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00). 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. Section 4 Term of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 1, 2023, through June 30, 2027.

3. Section 19. Reimbursable Travel Expenses of the agreement is amended to read as follows:

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. Local travel is exempt from this requirement.

4. Original Exhibit A is replaced with Revised Exhibit A, (rev. 07/01/2026).
5. Original Exhibit B is replaced with Revised Exhibit B, (rev. 07/01/2026).
6. **All other terms and conditions of the agreement dated 08/01/2023, 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

Kellyx Nelson
Kellyx Nelson (May 21, 2026 07:18:11 PDT)
Contractor Signature

05/21/2026
Date

Kellyx Nelson
Contractor Name (please print)

For County:

Purchasing Agent Signature
County of San Mateo
(Department Head of Authorized
Designee)

Date

Purchasing Agent Name (please print)
County of San Mateo
(Department Head of Authorized Designee)

Revised Exhibit A (rev. 07/01/2026)

In consideration of the payments set forth in Exhibit B, Contractor agrees that the funds received by Contractor ("Funds") in an amount not to exceed \$800,000 shall only be used for the purposes described in this exhibit.

SCOPE OF SERVICES

The contractor will provide the following services for forest health and fire resiliency that serve and directly benefit San Mateo County (SMC) communities:

- a. Identify needed projects, implement, facilitate, and permit the following types of projects: Neighborhood Chipper program, Fire Adapted Communities, strategic fuel breaks, and landscape fuels treatment and vegetation management.
- b. Provide technical services to SMC landowners including, but not limited to, permitting, hazard tree removal, and fuel load reduction.
- c. Provide public engagement services including, but not limited to outreach, community events, print and website outreach materials. The Contractor shall coordinate with the County to finalize any and all outreach, presentations, or communication materials for the projects listed above, delivered to partners or other audiences including, but not limited to, jurisdictions or professional conferences.
- d. Provide coordination services including, but not limited to, connecting stakeholders for an integrated approach to forest health and fire resiliency.
- e. Provide program oversight and administration, including but not limited to, reporting, fire resiliency and forest health project management, grant application development and management, and vendor and partner coordination and management.
- f. Provide other forest health and fire & fuel mitigation projects or services to SMC communities with prior approval from the County.

DELIVERABLES

The Contractor will continue the work of providing the Neighborhood Chipper Program through June 30, 2027. This will result in approximately 15 communities (~275 to 550 homes/year) receiving chipping services one to two times per year. Additionally, the Contractor will work on developing plans and permits for a minimum of three forest health and fire resiliency projects that reduce wildfire risk along the San Mateo County coast. The Contractor will continue to advance permit streamlining tools to increase the pace and scale of work in San Mateo County and the region. Additional services as outlined above, will be provided to benefit SMC communities.

All work performed will be completed by June 30, 2027. Contractor shall document the work performed and specific outcomes achieved under this contract and provide a status report upon invoicing the County. The status reports will include outcomes such as specific communities or individuals served, acres treated, or other appropriate metrics that show measurable outcomes.

The Contractor is a special district formed under California law to be locally governed with the independent board of directors that are accountable to our local communities, and all portions of the scope of the Project work that constitutes public works shall be competitively procured by the Contractor.

Revised Exhibit B (rev. 07/01/2026)

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

Pursuant to Section 3 of the Agreement, County's total payments for services shall not exceed \$800,000. Invoices shall be submitted by Contractor to the County on a quarterly basis using the County's Fiscal Year calendar. The final invoice should be submitted on or around June 30, 2027.

Invoices shall be on the Contractor letterhead and include:

- A. Invoice date
- B. Invoice number
- C. County Agreement Number
- D. Budget remaining on Agreement prior to invoice, and post-invoice
- E. Project name
- F. Address payment should be remitted
- G. Period of service invoice covers
- H. Summary of work performed and outcomes
- I. A line-item description of services provided by cost and referencing relevant Agreement Task numbers
- J. Total cost
- K. Budget report showing staff person name, title, hours worked, and billing rate and list of specific charges for materials and services
- L. Staff time must include reports that show billable hour tables tied to specific projects
- M. Copies of invoices or receipts for expenses
- N. PO number

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.