

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

THIS AMENDMENT TO THE AGREEMENT, entered into this 13th day of December, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the 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 the purpose of continuing and expanding the Forest Health and Fire Resiliency program on February 22, 2022; and

WHEREAS, the parties wish to amend the Agreement to continue the Forest Health and Fire Resiliency program through County Fiscal Year 2022-23.

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

1. Section 3 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 and five thousand dollars (\$805,000). 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.

2. Original Exhibit A is replaced with Revised Exhibit A, (rev. [12/13/2022]):

**Exhibit A**

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

**Task 1: Administration of Neighborhood Chipper Programs, Fire & Fuels Mitigation Programs for San Mateo County communities**

County and Contractor agree that the Measure K funds received by Contractor (“Funds”) in an amount not to exceed \$505,000 shall only be used for the purposes described below:

- a. Project Development, Permitting, and Implementation (Neighborhood Chipper program, Fire Adapted Communities, strategic fuel breaks, and landscape fuels treatment and vegetation management)
- b. Technical Services (permitting and technical assistance to landowners)
- c. Public Engagement Services (outreach, community events, print and website outreach materials)
- d. Coordination Services (connect stakeholders for integrated approach to forest health and fire resiliency)
- e. Program oversight and administration (reporting, project management, and applying for additional funding through grants)

Project deliverables: the RCD will continue the work of providing the neighborhood chipper program through June 30, 2023. This will result in approximately 15 communities (~275 to 550 homes/year) receiving chipping services one to two times per year. Additionally, the RCD will work on developing plans and permits for a minimum of three projects that reduce wildfire risk along the San Mateo County coast, such as strategic fuel breaks, prescribed burns, vegetation management, and landscape fuels treatment. Finally, the RCD will continue to advance permit streamlining tools to increase the pace and scale of work in San Mateo County and the region.

All work performed under Task 1 will be completed by June 30, 2023. Contractor shall document work performed under this contract and provide a status report of the work efforts and outcomes outlined above to the Office of Sustainability upon invoicing the County.

**Task 2: Provision of comprehensive wildlife, water, climate, wildfire, and agriculture programs support to San Mateo County communities**

County and Contractor agree that the funds received by Contractor in an amount not to exceed \$300,000 shall only be used for the purposes described below.

Provision of comprehensive and integrated services around wildlife, water, climate, wildfire, and agriculture to San Mateo County communities, for the benefits of fire resilience, wildfire fuels mitigation (including chipping programs), water conservation, water quality improvements, floodplain restoration, carbon sequestration, and agricultural water projects. All funds provided to Contractor pursuant to this Agreement shall be used to further these purposes by paying for the actual operating expenses of the programs, including, for example, staff salaries.

Contractor shall document work performed under Task 2A and provide a status report of the work completed to the Office of Sustainability upon invoicing the County in an initial amount not to exceed \$211,241.06 for services performed and completed between October 1, 2020 and January 31, 2022.

Contractor agrees to provide continuing services, as defined above, under Task 2B to be completed between February 22, 2022 and February 22, 2024 in an amount not to exceed \$88,758.94. Contractor shall document work performed under this contract and provide a status report of the work efforts outlined above to the Office of Sustainability upon invoicing the County.

3. Original Exhibit B is replaced with Revised Exhibit B, (rev. [12/13/2022]).

**Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement and provision of supporting invoice documentation as set forth herein, County shall pay Contractor an amount not to exceed \$505,000 from Measure K funds (for Task 1) and an amount not to exceed \$300,000 from the Office of Sustainability’s general fund (for Task 2) following provision of progress report detailing work completed on the tasks listed in Exhibit A, and reports documenting associated expenditures. County shall pay Contractor based on the following fee schedule and terms:

Invoices shall be on the Contractor letterhead and include:

- Invoice date
- Invoice number
- County Agreement Number
- Budget remaining on Agreement prior to invoice, and post-invoice
- Project name
- Address payment should be remitted
- Period of service invoice covers
- Summary of work performed and outcomes
- A line-item description of services provided by cost and referencing relevant Agreement Task numbers
- Total cost
- Budget report showing staff person name, title, hours worked, and billing rate and list of specific charges for materials and services
- Copies of invoices or receipts for expenses
- Progress towards Measure K Performance Measure

The invoice schedule is as follows:

<b>Task</b>	<b>Description of Work</b>	<b>Contract Amount</b>	<b>Dates of Work and Invoicing Schedule</b>
Task 1	Administration of Neighborhood Chipper Programs, Fire & Fuels Mitigation Programs for San Mateo County communities	Not to exceed \$505,000	Work to be completed between February 22, 2022 through June 30, 2023. Invoicing will occur using the following schedule until the not-to-exceed of \$505,000 is reached:

			<p>Invoice 1: Submitted to County no later than June 1, 2022</p> <p>Invoice 2: Submitted to County no later than December 1, 2022</p> <p>Invoice 3: Submitted to County no later than March 31, 2022.</p> <p>Invoice 4: Submitted to County no later than March 1, 2023.</p> <p>Invoice 5: Submitted to County no later than October 1, 2023 for work completed by June 30, 2023. <b>Work executed after June 30, 2023 is not in the scope of this contract.</b></p>
Task 2A	Provision of comprehensive wildlife, water, climate, wildfire, and agriculture programs support to San Mateo County communities	<p>Not to exceed \$211,241.06</p> <p><b>(Fully paid as of 12/13/2022)</b></p>	<p>Work completed between October 1, 2020 and January 31, 2022.</p> <p>Invoice 1: Submitted to County on or after February 22, 2022</p>
Task 2B	Provision of comprehensive wildlife, water, climate, wildfire, and agriculture programs support to San Mateo County communities	<p>Not to exceed \$88,758.94</p> <p><b>(Fully paid as of 12/13/2022)</b></p>	<p>Work to be completed between February 22, 2022 through Contract end date. Invoicing will occur using the following schedule until the not-to-exceed of \$88,758.94 is reached:</p> <p>Invoice 1: Submitted to County no later than June 1, 2022</p> <p>Invoice 2: Submitted to County no later than December 1, 2022</p> <p>Invoice 3: Submitted to County no later than June 1, 2023</p> <p>Invoice 4: Submitted to County no later than March 1, 2024.</p>

**MEASURE K PERFORMANCE MEASURE:**

Description	Amount	Target
Continuation of the San Mateo Fire Safe Council's Chipper Program, permit streamlining, and support fire resiliency related project	\$505,000	Provide chipping services to approximately 15 communities a year. Advance streamlined permitting initiatives related

development.		to CEQA, Coastal Commission, and resource agency permits. Develop a minimum of three projects.
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- 4. All other terms and conditions of the agreement dated February 22, 2022 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: The San Mateo Resource Conservation District**

*Kellyx Nelson*  
Kellyx Nelson (Nov 16, 2022 16:29 PST)

Contractor Signature

11/16/22

Date

Kellyx Nelson

Contractor Name (please print)



**For County:**

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board






# RCD Fire Resiliency and Forest Health Amendment 1

Final Audit Report

2022-11-17

Created:	2022-11-16
By:	San Mateo RCD (sign@sanmateorcd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaKBZxGGepaMeZkAnuXQaiMRGoJp3aMXe

## "RCD Fire Resiliency and Forest Health Amendment 1" History

-  Document created by San Mateo RCD (sign@sanmateorcd.org)  
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-  Agreement completed.  
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