

**THIRD AMENDMENT TO AGREEMENT NO. 39000-21-D008
BETWEEN THE COUNTY OF SAN MATEO AND AUTEN RESOURCE CONSULTING TO
AUTHORIZED MODIFICATIONS TO THE AGREEMENT**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this 14th day of June, 2022, is by and between the County of San Mateo, a political subdivision of the State of California, hereinafter called "County," and Auten Resource Consulting, hereinafter called "ARC" or "Contractor". When referenced together hereinafter, the entities are collectively referred to as "Parties".

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, on or about October 4, 2020, the Parties entered into Agreement No. 39000-21-D008 (the "Agreement"), by which Contractor agreed to provide registered professional forestry services for fair market valuation of excess timber from the removal of a failed crossing, and to provide consultation of forestry management services at Pescadero Creek County Park ("PCCP"), in support of the San Mateo County Parks Natural Resource Management Program following the CZU Lightning Complex Fire that occurred in August 2020, for the term of October 4, 2020 to March 31, 2021, in an amount not-to-exceed \$51,348; and

WHEREAS, on or about March 31, 2021, the Parties entered into the First Amendment to the Agreement: (1) to expand the Scope of Work to include forest assessment and goals of protecting native species, habitats in the landscape, and associated ecosystems; (2) to increase the maximum compensation payable to Contractor by \$46,658.14, to a total not-to-exceed amount of \$98,006.14; and (3) to extend the term of the Agreement an additional seven (7) months to October 31, 2021; and

WHEREAS, on or about October 15, 2021, the Parties discussed preparations of a Climate and Habitat Resiliency Plan ("Plan") for the purpose of: (1) continuing the study of forest and habitat restoration and climate resiliency at PCCP, (2) expanding upon the initial assessment and restoration recommendations provided to County through prior work completed under this Agreement, and (3) creating an actionable plan and guidance document to assist the County in implementing proposed forest restoration techniques; and

WHEREAS, in order to add these additional services as discussed on October 15, 2021, on or about October 29, 2021 the Parties entered into the Second Amendment to the Agreement: (1) to revise the Scope of Work to include preparations of the Plan; (2) to increase the maximum compensation payable to Contractor by \$101,567, to a total not-to-exceed amount of \$199,573.14; and (3) to extend the term of the Agreement an additional fourteen (14) months to December 31, 2022; with all other terms of the Agreement as amended unchanged; and

WHEREAS, in the first quarter of 2022, the Parties discussed further expansion of the Scope of Work needed to prepare and complete the Plan; and

WHEREAS, the Parties therefore wish to amend the Agreement's Scope of Work to include: (1) provide permit support and agency negotiations for implementation of projects included in the Plan; (2) participate in, and attendance at, three additional Technical Advisory Committee Meetings for the Plan, and (3) consultation and the strategization of appropriate impact avoidance and mitigation measures for protected species with relevant regulatory agencies; and

WHEREAS, in order to add these additional services, the Parties desire to enter into this Third Amendment to the Agreement: (1) to revise the Scope of Work to include additional services to the Plan as mentioned above; (2) to increase the maximum compensation payable to Contractor by \$57,700, to a total not-to-exceed amount of \$257,273.14; and (3) to extend the term of the Agreement an additional nine (9) months to September 30, 2023; with all other terms of the Agreement unchanged.

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

1. Section 3 ("Payment") of the Agreement, as amended, is amended to read as follows:

In no event shall County's total fiscal obligation under this Agreement exceed TWO HUNDRED FIFTY-SEVEN THOUSAND TWO HUNDRED SEVENTY-THREE DOLLARS AND FOURTEEN CENTS (\$257,273.14).

2. Section 4 ("Term") of the Agreement, as amended, is replaced in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 4, 2020, through September 30, 2023.

3. Section ("Project Description") of Exhibit "A" of the Agreement, as amended, is amended to add the following:

Task 8. Attendance in Climate and Habitat Resiliency Technical Advisory

Committee Meetings (3 additional) \$5,980

Task 9. Agency Negotiations and Avoidance Measure Development for Sensitive Resources - Drafting sensitive resource guidelines, coordinating office and field meetings, researching previously approved measures, strategizing avoidance measures and agency approach targeting future permit approval, GIS mapping; includes emails, communications, meetings, and other project updates. \$17,400

Task 10. Permit Support - Prepare and submit permits to conduct ecologically restorative treatments among two separate units (approximately 20-30 acres each) along Old Haul Road in Pescadero Creek County Park. Will include property line evaluation, flagged infrastructure and project layout, a detailed operational map, includes agency communications, field meetings for review by San Mateo County Parks, public and stakeholders, preparing project specifications to support contract development and bid process. \$32,840

Mileage. \$1,480

4. Second paragraph of Exhibit "B" ("Payments and Rates") of the Agreement, as amended is amended to read in full as follow:

In any event, the total payment of services of Contractor shall not exceed \$257,273.14, and the County shall have the right to withhold payment if the County determines the quantity and/or quality of work performed is unacceptable.

5. Attachment B of Exhibit "B" ("Payments and Rates") of the Agreement, as amended, is amended to add the following:

San Mateo County Parks - Pescadero Creek County Park															
Task	Item	Description	Lead RPF Rate	Asst. Forester III Rate	Asst. Forester II Rate	Asst. Forester I Rate	Lead RPF Hours	Asst. Forester III Hours	Asst. Forester II Hours	Asst. Forester I Hours	Lead RPF Travel	AF III Travel	AF II Travel	AF I Travel	Totals
Task 4 - Develop and Finalize a Climate and Habitat Resiliency Plan, Conduct Agency Consultations, and Prepare CAL FIRE Exemptions															
	1	November 2021 - CAL FIRE Archaeological Records Check Request													\$620
	2	December 2021 - Prepare a Powerpoint presentation summarizing the general assessment and recommended actions document	\$130	\$100	\$90	\$85	24				4				\$3,460
	3	January 2022 - June 2022 - Draft a Climate and Habitat Resiliency Plan (CHRP) for Pescadero Creek County Park (PCCP) - Includes sections on ProProperty Facts, Consideration of Permit Framework, Park Infrastructure, General Resources, Forest Trend Monitoring and Restoration Priorities, Treatment Methods, Treatment Units, Biological Resources, Treatment Best Management Practices, Cultural Resources (conduct records check request, brief on potential resources), Appendix, References, List of Figures, List of Tables. See attached CHRP outline in Attachment	\$135	\$100	\$95	\$90	200		16	400	5.0		2.0	10.0	\$66,285
	4	June 2022 - October 2022 - Prepare FINAL CHRP based on additional field meeting results, agency, stakeholder, and technical advisory committee comments	\$135	\$100	\$95	\$90	60		60	40	1.0			2.0	\$17,715
	5	General Meetings and Communications - Emails, communications, meetings, other project updates, and presentations for SMCPC as necessary or by request	\$135	\$100	\$95	\$90	40		8	40	2.0			2.0	\$10,210
	6	CHRP Technical Advisory Committee Meetings (3 meetings)	\$135	\$100	\$95	\$90	12				12	2.0		2.0	\$3,150
	7	MILEAGE													\$127
Subtotal (Prior to Amendment 3 Additions)															\$101,567
	8	CHRP Technical Advisory Committee Meetings (3 additional meetings)	\$135	\$100	\$95	\$90	24		24		2.0		2.0		\$5,980
	9	Agency Negotiations and Avoidance Measure Development for Sensitive Resources - Drafting sensitive resource guidelines, coordinating office and field meetings, researching previously approved measures, strategizing avoidance measures and agency approach targeting future permit approval, GIS mapping; includes emails, communications, meetings, and other project updates.	\$135	\$100	\$95	\$90	89		48		4.0		3.0		\$17,400
	10	Permit Support - Prepare and submit permits to conduct ecologically restorative treatments among two separate units (approximately 20-30 acres each) along Old Haul Road in Pescadero Creek County Park. Will include property line evaluation, flagged infrastructure and project layout, a detailed operational map. Includes agency communications, field meetings for review by San Mateo County Parks, public and stakeholders, preparing project specifications to support contract development and bid process.	\$135	\$100	\$95	\$90	80		136	80	6.0		6.0	6.0	\$32,840
	11	MILEAGE (29 trips* 88 miles*\$.58/mile)													\$1,480
Subtotal (Amendment 3 Additions)															\$57,700
TOTAL (Task 4)															\$159,267

- All other terms and conditions of the Agreement between the County and Contractor dated October 4, 2020, except as amended by the First Amendment to the Agreement, the Second Amendment to the Agreement, and/or this Third Amendment to the Agreement, 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: [AUTEN RESOURCE CONSULTING]

<small>DocuSigned by:</small>  <small>E7893C41700E495</small>	<u>6/2/2022</u>	<u>Steve Auten</u>
Contractor Signature	Date	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