

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

THIS AMENDMENT TO THE AGREEMENT, entered into this 11st day of June, 2024, 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 providing services related to the development and support of new composting programs and CA Senate Bill 1383 implementation support services on February 9, 2021; and

WHEREAS, the parties amended the Agreement to include services related to the development and coordination of a compost application program that assisted the County in meeting its recovered organic waste product procurement requirements under SB 1383 on June 1, 2022; and

WHEREAS, the parties wish to amend the Agreement to continue the compost application program to assist the County in meeting its recovered organic waste product procurement requirements per SB 1383.

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 TWO HUNDRED TWELVE THOUSAND NINETY-ONE DOLLARS (\$212,091). 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 February 9, 2021, through June 30, 2026.

3. Section 17. Notices of the agreement is amended to read as follows:

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Jack Steinmann, Resource Conservation Specialist III
Address: 455 County Center, 4th Floor, Redwood City, CA 94063
Telephone: 760-900-3306
Email: jsteinmann@smcgov.org

In the case of Contractor, to:

Name/Title: Doug Millar, Conservation Project Manager
Address: 80 Stone Pine Rd, #100, Half Moon Bay, CA 94019
Telephone: 707-480-0329
Email: Doug@sanmateorcd.org

4. Original Exhibit A is replaced with Revised Exhibit A (rev. 6/11/24).
5. Original Exhibit B is replaced with Revised Exhibit B (rev. 6/11/24).
6. **All other terms and conditions of the agreement dated 2/9/2021, 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

<u>Kellyx Nelson</u> <small>Kellyx Nelson (May 17, 2024 15:10 PDT)</small>	<u>05/17/2024</u>	<u>Kellyx Nelson</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

Revised Exhibit A (rev. 6/11/24)

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

SOUTH COAST COMPOSTING OPPORTUNITY ASSESSMENT

1. Contractor will assist the County in evaluating opportunities to increase composting on the south coast of San Mateo County. This work will include:
 - Determining the quantity of compostable material generated along the San Mateo County Coast that could be used as feedstock for local composting programs;
 - Assessing various compost systems and their respective land, infrastructure, permitting, and cost requirements, as well as value of compost product output;
 - Researching successful compost programs, costs, benefits, and requirements;
 - Evaluating potential sites to determine the feasibility for the sites to be used for different composting systems;
 - Consulting with the County, communicating with community stakeholders, and soliciting input on potential compost site locations;
 - Conducting community outreach and seeking feedback regarding locations for new or expanded compost facilities on the coast consistent with SB 1383 Article 11 Section 18992.1.
 - By July 2023, developing conceptual designs for a composting site and a proposal for a compost program that will meet the needs of the south coast community. Conceptual designs will include estimates of the amount of material that could be managed at the site;
 - Providing the Sustainability Department information to support their SB 1383 planning and reporting by August 1, 2023;
 - Summarizing all findings and activities in a final south coast composting report by October 2023.

County expressly approves Contractor hiring a compost siting engineer/consultant as a subcontractor for the purposes of fulfilling this contract using funds provided.

Subcontractor must be qualified to advise on relevant aspects of SB 1383 regarding composting and be approved by County in advance of onboarding.

Deliverables:

- Final report summarizing all the activities completed by October 2023 as outlined above.
2. Contractor will find and evaluate opportunities to use compost generated as part of the SB 1383 legislation response. This work will include:

- Meeting with representatives of the Community Compost Collaborative regarding the type and quantity of compost generated by the Collaborative and working together to improve the composting options available in San Mateo County;
- Consulting with community composting operators to estimate the amount of organic waste the County, jurisdictions, and regional agencies located within the county, anticipate will be handled at community composting activities;
- Identifying the logistical requirements, quality control, and best practices to acquire and transport finished compost meeting the needs of the agricultural community from the bayside of San Mateo County to the coast side;
- Building upon the compost facility feasibility study, assessing the compost quantity, quality, costs, and incentives desired of agricultural producers in implementation of the Contractor's Carbon Farming Program, and assisting the Sustainability Department in designing a program that could provide compost to producers while meeting the County's SB 1383 procurement requirements.
- Providing a summary of all activities by October 2023.

Deliverables:

- Final report summarizing all the activities completed by October 2023 as outlined above.

COMPOST APPLICATION PROGRAM

Contractor will develop and coordinate a compost application program that will assist the County in meeting its recovered organic waste product procurement requirements under SB 1383. The program will consist of the following aspects:

1. Outreach & Technical Assistance:

- Contractor shall conduct outreach to agricultural producers or other organizations such as but not limited to farmers, ranchers, landowners, open space districts, nonprofits, and universities about the compost application program established under this agreement, benefits of compost use, and carbon farming. Contractor shall translate any material created to conduct outreach to Spanish and Simplified Chinese as needed. Contractor shall reach out to as many organizations as is necessary to procure 406.9 tons of compost annually on behalf of the County.
- Contractor shall provide agricultural producers with technical assistance to incorporate compost into their operations, such as soil sampling, identifying compost application rates, etc.
- Contractor shall provide agricultural producers with information for funding opportunities for compost application, such as the California Department of Food and Agriculture (CDFA)'s Healthy Soils Program and Natural Resources Conservation Science (NRCS)'s farm bill programs.

Deliverables

- Quarterly reports summarizing outreach and technical assistance provided to support the development of the compost application program during the previous quarter. The report shall describe the total tons of compost that could result from each organization Contractor reaches out to should the organization be successfully onboarded. The report will also state the status of each potential project and ongoing project, indicating if a project is on track to being executed, paused, or terminated.

2. Compost Procurement

- Contractor shall identify and recruit compost procurement and application projects for the compost application program established under this agreement that will help the County meet its SB 1383 recovered organic waste procurement requirements.
- Contractor shall cover 75% of compost/hauling/spreading costs or provide funding as cost-share for other funding sources (whichever is less). If the program is oversubscribed, Contractor shall develop a system for equitable distribution of compost or ranking system to identify projects.
- Contractor shall track procurement credits attributed to the County, and where necessary, shall ensure that a signed agreement between the County and project owner/compost recipient is in place prior to the purchase of compost. This shall be done in order for the County to claim SB 1383 procurement credit for procured compost in instances where the Contractor is not directly purchasing compost procured under this agreement.
- Contractor shall procure high-quality compost that is eligible to count towards the County's SB 1383 procurement target as described in the CA SB 1383 regulations.

Deliverables

- Procurement of 406.9 tons of compost annually, or 701.5 tons of SB 1383 procurement credit using the conversion factors outlined in the SB 1383 regulations.
- Quarterly report summarizing total tons of compost procured during the previous quarter as well as an overview of where the compost was used and where it was applied.

3. Record Keeping & Reporting

- Contractor shall keep documentation proving that SB 1383 procurement credit attributed to the County under this agreement is solely for the use of the County and not claimed by any other entity or jurisdiction for their SB 1383 reporting.
- Contractor shall collect a release of liability waiver from all individuals who receive compost through the compost application program established under this agreement. Contractor shall provide all signed waivers to the County upon request.
- Contractor shall collect a photo release form from all individuals who receive compost through the compost application program established under this agreement allowing the County to use photos taken under this agreement in public presentations, reports, or other outreach. Contractor shall provide all signed forms to the County upon request.
- Contractor shall take pictures and/or videos of compost application projects.

- Contractor shall calculate the net carbon sequestration associated with this agreement and attributed to the County.
- Contractor shall provide the County with all procurement records associated with this agreement and required for the County's SB 1383 recycled organic waste procurement compliance recordkeeping and reporting.

Deliverables

- A report including all procurement records associated with the Contractor's procurement of compost the County requires for its SB 1383 recordkeeping and reporting. Report shall be provided to the County annually, by June 1, and shall cover all records and documentation from the previous calendar year, including but not limited to all reporting documents outlined in Attachment K. All records shall be provided in a format fit for the County to upload into its SB 1383 Implementation Record as required in Attachment K.
- Pictures and/or videos of all compost application projects associated with this agreement provided to the County at least annually.

4. Scaling Compost Procurement Opportunities

- Contractor shall identify equipment and infrastructure necessary to increase compost use amongst agricultural producers in San Mateo County, provide cost estimates, and, if deemed necessary by the Contractor, design an equipment sharing program.
- Contractor shall explore innovative strategies for the jurisdictions within San Mateo County to provide ongoing funding for this program beyond the term of the CalRecycle SB 1383 local assistance grant.

Deliverables

- Quarterly report summarizing opportunities Contractor identified, as outlined above, to increase the County's compost procurement opportunities during the previous quarter.

5. Administration

- The County shall be responsible for funding 8.138% of the entire countywide compost application program and shall receive 8.138% of the total SB 1383 procurement credits associated with the program. Contractor shall ensure the County is invoiced for only the share of the overall program the County is responsible for funding.
- Contractor shall submit a final report by March 1, 2026 summarizing all outreach, technical assistance, and compost procurement and application efforts completed through this agreement; all costs associated with the project; the SB 1383 procurement and carbon sequestration credit accredited to the County; and a summary of the needs, strategies, opportunities identified in Task 4, and any other relevant information.

Deliverables

- Final report *including all components as outlined above.*

6. Procurement Only Subcontractors

- The County expressly authorizes Contractor to subcontract with farmers, ranchers, nonprofits, and other organization to procure compost for application on land they own or manage ("Procurement Only Subcontractors") in order to meet the Contractor's requirements under this agreement and facilitate the County's compliance with its recovered organic waste product procurement requirements under SB 1383. Contractor shall require Procurement Only Subcontractors to provide an executed release of liability form and executed photo release form prior to procuring any compost on Contractor's behalf. Contractor shall require all Procurement Only Subcontractors to provide Contractor with all procurement records associated with Procurement Only Subcontractor's compost procurement required for the County's SB 1383 recycled organic waste procurement compliances recordkeeping and reporting. Under no circumstances shall Contractor obligate the County to any financial obligation beyond the do not exceed amount for this agreement through subcontracting.

Deliverables

- All procurement records associated with the Procurement Only Subcontractor's procurement of compost the County requires for our SB 1383 recordkeeping and reporting, provided to the County annually ready for direct submission to the County's SB 1383 Implementation file for compliance purposes as outlined in Attachment K.

7. Additional Projects

- Contractor shall identify projects that help the County meet its SB 1383 recovered organic waste procurement requirements beyond compost procurement and application such as mulch procurement and application, composted mulch procurement and application, and/or other projects that help a jurisdiction to meet its procurement target. Contractor shall carry out identified projects for this program if the cost of a project is comparable or less than compost application projects. Contractor shall collect a release of liability waiver and procurement records the County requires for its SB 1383 procurement compliance from all individuals or organization who receive any material through the program established under this agreement.
- Contractor will not initiate any projects without prior written approval from the County.

Deliverables

- Quarterly report outlining identified projects during the previous quarter.
- All procurement records associated with the procurement conducted through additional projects the County requires for our SB 1383 recordkeeping and reporting, provided to the County annually.

Revised Exhibit B (rev. 6/11/2024)

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:

Contractor shall bill the County on a quarterly basis for work completed the previous quarter. Invoices will be reviewed by County staff and processed by the Department's fiscal team each quarter.

All invoices must include:

- A. Company letterhead
- B. Current company address
- C. Agreement/Contract #
- D. Task order # (if applicable)
- E. Invoice #
- F. Invoice date
- G. Total cost
- H. Amount owing
- I. Amount previously billed
- J. Amount remaining on agreement

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.

All hourly rates below include benefits:

Position Title/Description	Staff Name	Salary & Fringe Per Hour
Administrative Officer	Lau Hodges	\$116
Biologist	Cleopatra Today	\$101
Senior Conservation Program Manager	Amy Kaeser	\$100
Conservation Program Manager	Timothy Federal	\$90
Conservation Program Manager	Eliza Milio	\$94
Conservation Program Specialist	Sara Polgar	\$76
Conservation Project Coordinator	Maaya Hensman	\$55
Senior Conservation Project Manager	Kasey Butler	\$81
Forest Ecologist	David Cowman	\$82
Conservation Project Manager	Christina Kelleher	\$77
Conservation Project Manager	Caileen Viehweg	\$73
Conservation Project Manager	Doug Millar	\$74
Conservation Project Manager	Eddie Sanchez	\$73
Senior Conservation Project Manager	Grace Allen	\$73
Conservation Project Manager	Erica Harris	\$82
Senior Conservation Project Manager	Stephanie MacDonald	\$82
Conservation Project Manager	Jeff Raifsnider	\$72
Director of Advancement	Adria Arko	\$116
Director of Stewardship	Joe Issel	\$137
Engagement Officer	Barb Kipreos	\$94
Executive Director	Kellyx Nelson	\$160
Santa Cruz Mountains Stewardship Network Manager	Dylan Skybrook	\$90
Director of Water Resources	Jarrad Fisher	\$133
Senior Conservation Technician	Andrew Hall	\$82
Water Quality Program Manger	Noah Katz	\$94
Conservation Project Associate	Ainé Javier	\$52
Administrative Assistant	Cesar Aguilar	\$56
Conservation Project Manager	Ryan Silsbee	\$73

Contractor shall be reimbursed for labor and administration costs associated with invoice generation, report generation, and contract amendments upon submission of an approved invoice documenting the expenses. Invoices documenting labor and administration costs shall include a copy of the staff rates table included in this agreement.

Contractor shall be reimbursed for expenses associated with travel outside of the County and additional relevant outreach and project expenses upon submission of an invoice documenting the expenses. Travel expenses shall be approved by the County in writing prior to the Consultant incurring the expense.

Contractor shall be reimbursed for expenses associated with the engineering consultant upon submission of an approved invoice documenting the expenses.

Contractor shall be reimbursed for costs associated with research such as workshop and conference attendance upon submission of an approved invoice documenting the expense. Research expenses shall be approved in writing by the County prior to the Consultant incurring the expense.

An indirect costs charge shall be included in each invoice. The indirect costs charge shall equal 44% of all staff-time invoice line items included in each invoice. The indirect cost charge will cover all overhead expenses such as depreciation on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.

In no event shall the County's fiscal obligation for the south coast compost opportunity assessment and facility design portion of this agreement exceed \$108,781.46

The County will receive 8.138% of the SB 1383 procurement credits associated with the entire countywide compost application program and therefore will be responsible for \$103,309.54 which is 8.138 % of the total program cost of \$1,269,470.88. In no event shall the County's fiscal obligation for the compost application program portion of this agreement exceed \$103,309.54 and in no event shall the County's fiscal obligation exceed the total contract value of \$212,091.00.