



County of San Mateo

Contract Amendment Coversheet and Contract Amendment for >\$200K

CONTRACT SUMMARY		
Contract No:	Contractor Name	Amendment No:
40000-20-D014	San Mateo County Office of Education	2

THE AGREEMENT HAS CHANGED AS FOLLOWS:			
Agreement Amount			
Original Amount:	\$99,000.00		
Amendment 1 Amount:	\$182,415.00		
Amendment 2 Amount:	\$553,970.00		
Current Amount:	Addition or Reduction:	New Total:	
\$182,415.00	\$371,555.00	\$553,970.00	
Agreement Term			
Original Start Date:	12/09/19	Original End Term:	03/15/21
Amendment 1 Start Date:	-	Amendment 1 End Date:	12/03/21
Amendment 2 Start Date:	-	Amendment 2 End Date:	12/03/24

Paragraph Changes:

Section 3. Payments has been modified.

Section 4. Term has been modified.

Revised Exhibit A (rev. 1/19/2021) has been replaced with Revised Exhibit A (rev. 9/21/21) in its entirety.

Revised Exhibit B (rev. 1/19/2021) has been replaced with Revised Exhibit B (rev. 9/21/21) in its entirety.

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SAN MATEO COUNTY OFFICE OF EDUCATION**

THIS AMENDMENT TO THE AGREEMENT, entered into this 16th day of November, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and San Mateo County Office of Education, 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 recruiting, hiring, and managing a Green Facilities and Operations Analyst, who will provide services to promote and support zero waste efforts in schools and school districts throughout San Mateo County, on the 9th of December, 2019; and

WHEREAS, the parties wish to amend the Agreement to extend term of services provided and increase the agreement amount.

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

1. Paragraph 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 five hundred fifty three thousand nine hundred and seventy dollars (\$553,970.00). 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. Paragraph 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 December 9, 2019, through December 3, 2024.

3. Revised Exhibit A (rev. 1/19/2021) is replaced with Revised Exhibit A (rev. 9/21/2021) in its entirety.
4. Revised Exhibit B (rev. 1/19/2021) is replaced with Revised Exhibit B (rev. 9/21/2021) in its entirety.
5. **All other terms and conditions of the agreement dated 9th day of December 2019, 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 County Office of Education

Nancy Magee
Contractor Signature

10.15.21
Date

Nancy Magee
Contractor Name (please print)

[Handwritten initials]
[Handwritten initials]
[Handwritten initials]

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. 9/21/2021)

Description of Services

Contractor will recruit, hire, and manage a limited term, up to 57 months, Green Facilities and Operations Analyst, who will perform a variety of specialized duties by providing technical support to public school districts, private and charter schools in San Mateo County, and San Mateo County Office of Education (SMCOE) facilities in achieving zero waste. The Green Facilities and Operation Analyst is a SMCOE classified position. All SMCOE policies associated with this classification will apply.

Essential duties and services for the Green Facilities and Operations Analyst will include the following:

- Review and analyze zero waste efforts and programs across the county's schools; synthesize findings and research for multiple stakeholders and keep them updated.
- Assist in the modification of strategic plan templates and guidelines for district and site level zero waste goals and efforts.
- Assisting school districts with the planning and implementation of SB 1383.
- Provide technical support to districts and schools in developing and implementing strategic plans and policies for achieving zero waste.
- Promote the Office of Sustainability Schools Program activities including the Green Stars Schools Program.
- Support the communication and collaboration with school sites and the County of San Mateo Office of Sustainability Schools Program and South Bayside Waste Management Authority (SBWMA) and other community partners to coordinate support services (e.g. site audits, educational programs and trainings, and tracking and monitoring progress), and resolve issues or concerns to achieve zero waste.
- Connect schools and school districts with their local haulers to implement changes in garbage, recycling, and composting service levels if needed.
- Monitor and evaluate waste reduction efforts in schools and school districts, and provide appropriate and timely follow-up to those institutions.
- Assist in preparing and conducting zero waste training sessions for school and district staff.
- Review and evaluate efforts across school sites and districts to capture best practice case studies that can be shared with other sites and districts across the county.
- Maintain current knowledge of applicable laws, codes, regulations, policies, and procedures related to assigned activities.
- Support waste reduction projects led by site leaders and/or from capacity building programs, such as: San Mateo County Youth Climate Ambassador Leadership Program, San Mateo Environmental Learning Collaborative (SMELC) Teacher Fellowship, and Sustainable and Climate Resilient Schools Administrative Fellowship.
- Analyze and review waste education school programming data and scope in San Mateo County.

Projected Outcomes

- Establish a model for a whole-district approach to zero waste.
- Support several different school districts per school year in achieving significant progress on their zero waste goals in regards to waste diversion, waste reduction, and ability to properly process waste through commercial hauling, or on-site processing (i.e. composting). *The number of school districts that will request support is dependent on the work needed from them, which could vary due to the COVID-19 Pandemic.*
- Establish a model for green facilities consultative services that can be provided by the San Mateo County Office of Education and County of San Mateo Office of Sustainability.
- Plan and facilitate Zero Waste Education Alliance (a collaboration between various agencies and haulers) meetings and workshops.

Deliverables

- Provide quarterly reports to the Office of Sustainability Schools Program on the zero waste efforts accomplished in schools and school districts by the Green Facilities Analyst position.
- Develop or provide technical support to countywide waste reduction guides, templates, case studies, and policies in which all schools and districts can use.
- Provide yearly outreach tracking information to be used for the County of San Mateo Office of Sustainability Schools Program annual CalRecycle reporting and equity data reporting.

Revised Exhibit B (rev. 9/21/2021)

Payment Schedule		Amount
Three months after the Green Facilities Analyst is hired and 1 st quarterly report is delivered	3/1/20 – 5/30/20	\$24,750
Six months after the Green Facilities Analyst is hired and 2 nd quarterly report is delivered	6/1/20 – 8/31/20	\$24,750
Nine months after the Green Facilities Analyst is hired and 3 rd quarterly report is delivered	9/1/20 – 11/30/20	\$24,750
Twelve months after the Green Facilities Analyst is hired and 4 th quarterly report is delivered	12/1/20 – 2/28/21	\$24,750
Fifteen months after the Green Facilities Analyst is hired and 5 th quarterly report is delivered	3/1/21 – 5/30/21	\$27,805
Eighteen months after the Green Facilities Analyst is hired and 6 th quarterly report is delivered	6/1/21 – 8/31/21	\$27,805
Twenty-one months after the Green Facilities Analyst is hired and 7 th quarterly report is delivered	9/1/21 – 11/30/21	\$27,805
Twenty-four months after the Green Facilities Analyst is hired and 8 th quarterly report is delivered	12/1/21 – 2/28/22	\$27,805
Twenty-seven months after the Green Facilities Analyst is hired and 9 th quarterly report is delivered	3/1/22 – 5/30/22	\$31,250
Thirty months after the Green Facilities Analyst is hired and 10 th quarterly report is delivered	6/1/22 – 8/31/22	\$31,250
Thirty-three months after the Green Facilities Analyst is hired and 11 th quarterly report is delivered	9/1/22 – 11/30/22	\$31,250
Thirty-six months after the Green Facilities Analyst is hired and 12 th quarterly report is delivered	12/1/22 – 2/28/23	\$31,250
Thirty-nine months after the Green Facilities Analyst is hired and 13 th quarterly report is delivered	3/1/23 – 5/30/23	\$31,250
Forty-two months after the Green Facilities Analyst is hired and 14 th quarterly report is delivered	6/1/23 – 8/31/23	\$31,250

Forty-five months after the Green Facilities Analyst is hired and 15 th quarterly report is delivered	9/1/23– 11/30/23	\$31,250
Forty-eight months after the Green Facilities Analyst is hired and 16 th quarterly report is delivered	12/1/23 – 2/28/24	\$31,250
Fifty-one months after the Green Facilities Analyst is hired and 17 th quarterly report is delivered	3/1/24 – 5/30/24	\$31,250
Fifty-four months after the Green Facilities Analyst is hired and 18 th quarterly report is delivered	6/1/24 – 8/31/24	\$31,250
Fifty-seven months after the Green Facilities Analyst is hired and 19 th quarterly report is delivered	9/1/24 – 11/30/24	\$31,250
Total		\$553,970