

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
THE HEAL PROJECT INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of July, 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and The Health Environmental Agriculture Project (HEAL), Inc., 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; and

WHEREAS, the parties entered into an Agreement on October 6, 2015, with the HEAL Project Inc., for implementation support of curriculum and infrastructure development for the San Mateo County School Farm (School Farm); and

WHEREAS, on December 11, 2018, and June 29, 2021, the Board approved an amendment with The HEAL Project Inc. to continue supporting The HEAL Project Inc., to maintain the School Farm; and

WHEREAS, the parties now wish to amend the Agreement to June 30, 2027, to further continue supporting The HEAL Project to maintain the School Farm.

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

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

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A-Implementation of Curriculum and infrastructure of development of School Farm

Exhibit B—Payments and Rates (Implementation of Curriculum and infrastructure of development of School Farm)

Exhibit C-Services (2018-21 Maintain the San Mateo County School Farm)

Exhibit D-Payments and Rates (2018-21 Maintain the San Mateo County School Farm)

Exhibit E-Services (2021-24 Maintain the San Mateo County School Farm
Exhibit F-Payments and Rates (2021-24 Maintain the San Mateo County School
Farm)

Exhibit G – Services (2024-27 Maintain the San Mateo County School Farm)

Exhibit H – Payments and Rates (2024-27 Maintain the San Mateo County School
Farm)

Attachment I—§ 504 Compliance

Attachment IP – Intellectual Property

Section 2 of the agreement is amended to read as follows:

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, D, F & H, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, C, E & G.

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

3. Payments

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, C, E & G, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B, D, F & H. 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 **ONE MILLION TWO HUNDRED EIGHTY THOUSAND DOLLARS, (\$1,280,000)**. 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.

Section 4 of the agreement is amended to read as follows:

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 15, 2015, through **June 30, 2027**.

Exhibit G is added to the agreement to read as follows:

Exhibit G – added

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

I. Description of Services to be Performed by the Contractor

Goal: Promote positive association of healthy eating and lifestyle habits among San Mateo County elementary, students through the experience of eating something that they themselves planted. The total number of participating students shall be at least 2,250 children from at least 12 school districts (at least two each in North County, Mid County, South County, and Coastside) per year. Access to the farm will be open to any school classroom in the County that requests it based on capacity and openings on the calendar.

Objective: To host students at the San Mateo County School Farm and implement curriculum and activities to support the goal and to continue necessary infrastructure development at the identified sites.

A. School Farm Manager for up to 1 FTE

1. Lead instruction of farm activity with students, teachers, & adult visitors
2. Plan and coordinate farm visitation schedule with school staff/administration.
3. Supervise and maintain a dynamic learning environment that is fun, productive, manages behaviors and ensures adherence to farm & safety rules.
4. Maintain and develop farm plantings, determine crop type/planting & harvesting dates, allocation of student planting areas; secure seed and seedlings required for plantings.
5. Determine, obtain, and maintain materials, tools, and other inventory required for student and/or farm use; develop working knowledge of irrigation system and repairs. Develop organization of shed and storage solutions for farm equipment, materials, & supplies consistent with visitor safety, security, and general maintained appearance of the site(s).
6. Work with THP Director to develop and expand education farm infrastructure.
7. Act as liaison with farm owner, organizational and agency partners, community, and school personnel.
8. Compile a list of curriculum and activities that reinforce Common Core and select Next Generation Science Standards with an emphasis on 2nd & 3rd graders that can be covered by visiting the farm.
9. Deliver & collect student surveys as developed for program to selected classes and schools focusing on 2nd & 3rd grade levels.
10. Implement routine record, tracking, and reporting procedures; participate in Staff meetings and trainings.
11. Deliver marketing presentations to school administration/staff to increase interest in this educational opportunity.

12. People hired and volunteers who work with children will be fingerprinted and cleared by the Department of Justice (DOJ) and the Federal Bureau of Investigation.
13. Coordinate outreach and engagement to schools served by the SMC CalFresh Healthy Living program.

THP Director for up to .2 FTE

1. Provide administrative oversight of project, including fiscal/budget management, continued infrastructure development and supervision of School Farm Manager and Instructors.
2. In coordination with Farm Manager, work with farm owner/agency and organizational representatives to address any barriers to implementation of activities.
3. Oversee community, institutional, and media relations.
4. Maintain regular communication with Health System.
5. Supervise development of informational and curricular materials to promote and support programming.
6. Assess funding needs for project, identify potential funders, and share information with Health System who may be able to provide a grant writer.

Exhibit F is added to the agreement to read as follows:

Exhibit H - added

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

The total amount that the County shall be obligated to pay for services rendered in this agreement shall not exceed **THREE HUNDRED SIXTY THOUSAND DOLLARS (\$360,000)**, for the contract term.

Expense per year				Amount
Personnel Breakdown	Year 1 (2024-25)	Year 2 (2025-26)	Year 3 (2026-27)	\$263,751
1.0 Farm Manager	\$67,604	\$67,604	\$67,604	
Farm Assistant	\$10,795	\$10,795	\$10,795	
0.2 Executive Director	\$9,518	\$9,518	\$9,518	
	\$87,917	\$87,917	\$87,917	
Garden Supplies (3x \$5,362)				\$16,086
Project Supplies (3x \$13,721)				\$41,163
Outreach (3x \$7,000)				\$21,000
Administration (3x \$6,000)				\$18,000
Total Expenses per year (3x \$120,000)				\$360,000

All other terms and conditions of the agreement dated October 6, 2015, 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: **THE HEAL PROJECT, Inc.**


Contractor Signature

11/14/24
Date

Amy Bono
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kevin O'Brien Insurance Agency 720 Kelly Avenue Half Moon Bay, CA 94019	CONTACT NAME: Claudia Lopez PHONE (A/C No. Ext): (650) 726-6328 E-MAIL ADDRESS: claudia@kevinobrieninsurance.com	FAX (A/C, No): (650) 726-6320
	INSURER(S) AFFORDING COVERAGE	
INSURED The Heal Project PO Box 3051 Half Moon Bay, CA 94019	INSURER A: Philadelphia Insurance Company	NAIC # 18058
	INSURER B: UNITED FINANCIAL CASUALTY CO	11770
	INSURER C: State Compensation Insurance F	35076
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2611209	10/23/2023	10/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			02920232	03/14/2024	03/14/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9031684-23	12/16/2023	12/16/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	D & O			PHSD1815946	09/17/2023	09/17/2024	OCCURRENCE \$ 1,000,000
A	E & O			PHPK2611209	10/23/2023	10/23/2024	OCCURRENCE \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of San Mateo, its officers, agents, employees and servants are endorsed as Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

County of San Mateo 200 Alameda De Las Pulgas., Ste. 235 San Mateo, CA 94403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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