



County of San Mateo
Contract Amendment Coversheet and Contract Amendment for >\$200K

CONTRACT SUMMARY		
Contract No:	Contractor Name	Amendment No:
RN: 077219	Fresh Approach	2

THE AGREEMENT HAS CHANGED AS FOLLOWS:			
Agreement Amount			
Original Amount:	\$312,630		
Amendment 1 Amount:	\$119,048		
Amendment 2 Amount:	\$100,000		
Current Amount:	Addition or Reduction:	New Total:	
\$431,678	\$100,000	\$531,678	
Agreement Term			
Original Start Date:	1/28/2020	Original End Term:	6/30/2022
Amendment 1 Start Date:	1/28/2020	Amendment 1 End Date:	6/30/2022
Amendment 2 Start Date:	1/28/2020	Amendment 2 End Date:	6/30/2023

Paragraph Changes:

- Section 3 of the agreement has been amended.
- Section 4 of the agreement has been amended.
- Exhibit A has been amended.
- Exhibit B has been amended.

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
FRESH APPROACH**

THIS AMENDMENT TO THE AGREEMENT, entered into this 14th day of June 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FRESH APPROACH, 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 with Contractor to provide public education and outreach about food waste prevention and food preservation as part of the County's SB 1383 program on the 11th day of February 2020; and

WHEREAS, the parties amended the Agreement to include additional services related to the development and support of the new County community composting program, increasing the amount by \$119,048 to a new amount not-to-exceed \$431,678 on the 5th day of January 2021; and

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

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 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 thirty-one thousand six hundred seventy-eight dollars (\$531,678). 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 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 January 28, 2020, through June 30, 2023
3. Original Exhibit A is replaced with Revised Exhibit A (rev. 6/14/22).
4. Original Exhibit B is replaced with Revised Exhibit B (rev. 6/14/22).
5. **All other terms and conditions of the agreement dated January 28, 2020, 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: FRESH APPROACH


Contractor Signature

5/17/2022
Date

Laura deTar, Executive Director
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. 6/14/2022)

In September 2016, California Senate Bill 1383 (SB 1383) established statewide emissions reduction targets for short-lived climate pollutants resulting from the landfilling of organic waste. To reach these targets, the law sets ambitious statewide organic waste diversion goals and requires jurisdictions to develop edible food recovery programs and increase their organic waste diversion capacity. The County has taken proactive approaches to meet its SB 1383 requirements and, since January of 2020, has partnered with Fresh Approach to support the success of the countywide edible food recovery program through innovative education and outreach to county residents and, to increase the County's organic waste diversion capacity by operating a county community composting program. To continue this partnership, and in consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Food Waste Prevention Educational Activities

Contractor shall conduct 20 live food waste prevention classes that shall focus on reaching low-income community members in San Mateo County.

Contractor shall update and adapt their food waste prevention curriculum for new audiences, such as children and youth, and shall coordinate with County programming in schools to increase the number and/or age groups reached with food waste prevention education.

Contractor shall develop video and online class content that will allow for continued access to the food waste prevention and prevention workshops for San Mateo County residents beyond the term of this agreement.

Contractor shall conduct 8 food preservation and waste prevention cooking demonstrations at farmers' markets that also serve as drop-off sites for the community compost hubs.

Contractor shall incentivize attendance of and participation in food waste prevention classes and cooking demonstrations by offering VeggieRx voucher incentives (coupons received by program participants to increase their purchasing power for fruits and vegetables at participating farmers' markets) to participants for each class or demonstration they attend.

The County expressly authorizes Fresh Approach to subcontract with Leah's Pantry to develop food waste prevention and food preservation curriculum and to conduct food waste prevention and food preservation workshops.

Food Waste Diversion Through Community Compost Hubs

Contractor shall continue operating the Community Compost Hubs at the East Palo Alto Collective Roots Community Garden, Viveros Farm in East Palo Alto, and the Phoenix Garden in San Mateo. Operating these Composting Hubs shall include:

1. Hiring and training compost ambassadors to onboard new compost hub program participants, collect food scraps, and process collected food scraps and other organics into finished compost
2. Conducting 4 or more compost hub orientation workshops to increase resident knowledge about home and community compost methods
3. Providing compost hub program participants with a compost bucket for in-home food scrap collection
4. Hosting food scrap collections from compost hub program participants at farmers' markets in East Palo Alto, San Mateo, and Belmont
5. Tracking pounds of compostable dropped off by each compost hub program participant
6. Transporting organics collected at food scrap collection sites to community composting hub locations

7. Maintaining compost sites to reduce odor and ensure cleanliness
8. Providing VeggieRx voucher incentives (coupons received by participants to increase their purchasing power for fruits and vegetables at participating farmers' markets) to compost hub program participants for each workshop attended and for each food scraps drop off
9. Collect evaluation surveys from compost hub program participants to assess their access to and participation in municipal organics collection programs
10. Assess opportunities for earned revenue from the sale of finished compost produced at composting hubs.

The County expressly authorizes Fresh Approach to subcontract with Viveros and Phoenix Garden to support the operation and management of the Viveros and Phoenix Garden Community Composting Hubs.

Reporting

Contractor shall administer this contract and report on the progress of all elements of the project to County of San Mateo Office of Sustainability quarterly.

Revised Exhibit B (rev. 6/14/22)

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:

All proposed activities of primary and subcontractors @ \$25,000-\$35,000/quarter

Quarterly invoices will be accompanied by a detailed report of performed activities, including, but not limited to, locations of workshops/cooking demonstrations, vouchers distributed, and pounds of food scraps collected.

In no event shall the County's fiscal obligation exceed \$531,678.