

**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, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and The HEAL Project (THP), 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;

WHEREAS, the parties entered into an Agreement for implementation support of curriculum and infrastructure development for the San Mateo County School Farm on October 6, 2015; and

WHEREAS, the parties wish to amend the Agreement to June 30, 2024 to continue supporting **The HEAL Project** to maintain the San Mateo County School Farm.

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

1. 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 (Maintain the San Mateo County School Farm)
- Exhibit D-Payments and Rates (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)
- 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 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.

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, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B, D & F. 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 **NINE HUNDRED TWENTY THOUSAND DOLLARS, (\$920,000)**. 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, 2024.

2. Exhibit E is added to the agreement to read as follows:

Exhibit E – 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, middle and high school students through the experience of eating something that they themselves planted. The total number of participating students shall be at least 1,750 children from at least 12 school districts (at least two each in North County, Mid County, South County, and Coastsides) per year. Access to the farm will be open to any school classroom in the County that requests it.

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. Promote the San Mateo County School and Afterschool Program Garden Recognition Program with schools/classes that have gardens from January through April 2014.
13. 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.
14. Assist with coordination of schools avail themselves of other local educational opportunities, such as, watershed education, or fisheries/ocean education, especially if those opportunities relate to how farming activities affect watersheds and oceans.

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 F - 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:

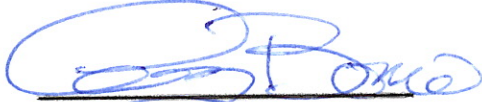
The total amount that the County shall be obligated to pay for services rendered in this agreement shall not exceed **THREE HUNDRED SIXTY THOUSAND DOLLARS (\$360,000)**, for the contract term.

Expense per year				Amount
Personnel Breakdown	Year 1	Year 2	Year 3	\$263,751
1.0 Farm Manager	\$62,000	\$62,000	\$62,000	
Farm Assistant	\$9,000	\$9,000	9,000	
0.2 Executive Director	\$16,917	\$16,917	\$16,917	
	\$87,917	\$87,917	\$87,917	
Garden Supplies (3x \$6,862)				\$20,586
Project Supplies (3x \$12,221)				\$36,663
Outreach (3x \$7,000)				\$21,000
Administration (3x \$6,000)				\$18,000
Total Expenses per year (3x \$120,000)				\$360,000

3. **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

15/May/2021
Date

Amv Bono
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board