

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

THIS AMENDMENT TO THE AGREEMENT, entered into this 5th day of January 2021, 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; and

WHEREAS, the parties entered into an Agreement 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 now wish to amend the Agreement to include additional services related to the development and support of a new County community composting program by increasing the amount by \$119,048 to a new amount not-to-exceed \$431,678.

**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 four hundred thirty-one thousand six hundred seventy-eight dollars (\$431,678). 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. Exhibit A is replaced with Revised Exhibit A, (rev. 1/5/2021) in its entirety.
3. Exhibit B is replaced with Revised Exhibit B, (rev. 1/5/2021) in its entirety.

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

12/1/2020

Date

Laura deTar

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

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

Expand community-based nutrition education, food waste reduction/prevention and food preservation workshops in San Mateo County. Workshops will include food waste reduction practices and food preserving techniques that are practical for low-income families to apply in their homes. Workshops will be offered in partnership with local community-based organizations, libraries, community centers, senior centers, affordable housing sites, churches, county agencies, and community gardens.

Develop curriculum, visual aids, recipes, handouts and other materials to support workshops and cooking demonstrations.

Build relationships in coastal communities in San Mateo County and gauge interest in community groups for expanding workshops to the coastal communities.

Promote and incentivize food waste reduction, home composting and community composting practices to Matching Nutrition Incentive participants at the East Palo Alto Community Farmers' Market.

Work with government agencies and other local organizations to provide on-site cooking demonstrations incorporating food waste reduction practices during the contract term, including food waste reduction practices at the East Palo Alto Community Farmers' Market.

Promote and incentivize food waste reduction, home composting and community composting practices to Matching Nutrition Incentive participants at the East Palo Alto Community Farmers' Market.

Expand the reach of community composting by establishing a community composting hub at the Phoenix Garden in San Mateo. Advance environmental sustainability by providing education and awareness of the benefits of composting.

Creation of a compost hub includes:

1. Building a 3-bin compost system at the Phoenix Garden in San Mateo;
2. Establishing partnerships with three farmers' markets in San Mateo and Belmont for food scrap collection;
3. Developing a protocol for compost pick-up/drop-off at the identified farmers' markets and assist with developing protocols for compost systems at the Phoenix Garden;
4. Maintaining the compost site at the Phoenix Garden to reduce odor and ensure cleanliness;

5. Assisting with the established Phoenix Garden volunteer program and coordinating volunteers and/or Ambassadors for drop-off procedures and maintenance and operation of the compost site;
6. Hiring and training Community Compost Ambassador(s) to support the collection of food scraps at farmers' markets in San Mateo and Belmont and the maintenance of compost sites;
7. Providing participants with a compost bucket for in-home food scrap collection;
8. Tracking pounds of compostables dropped off by each compost hub member each week;
9. Providing VeggieRx voucher incentives (coupons received by participants to increase their purchasing power for fruits and vegetables at participating farmers' markets) for each workshop attended and each time food scraps are dropped off.

Coordinate with the Office of Sustainability and the Phoenix Garden to host compost workshops for County residents to increase knowledge about home and community compost methods.

Contractor shall purchase a truck for the project. The truck shall be titled, registered, insured, serviced, repaired, and maintained by Contractor from the funds provided for the purpose of collecting compostables throughout the compost collective hubs/network, hauling finished compost, and related activities.

Incentivize attendance and participation at nutrition education workshops, compost workshops, compost drop-offs at EPA and San Mateo hub locations, and cooking demonstrations by offering Veggie Rx Vouchers.

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

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.

Exhibit B

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:

- Food Waste/Food Preservation Workshops @ \$689/per workshop
- Food Waste/Food Preservation Cooking Demonstrations @ \$689/per workshop
- Compost Workshop @ \$689/per workshop
- Compost Hub planning and outreach for the Phoenix Garden; staff time and travel for the first 4 months @ \$3,178/month
- Compost Hub ongoing management and ambassador supervision for the Phoenix Garden, staff time and travel @ \$1,800/month
- Compost Hub Ambassador Stipends @ \$1,400/per month -
- One vehicle for weekly food scraps collection and delivery to Compost Hub @ \$30,000 one-time cost
- Truck gas, registration, insurance, and maintenance, etc. fees @ \$240/month

Compost Hub Materials

- \$600 per 3-bin compost system installed
- \$15 per bucket for hub members

Nutrition Incentives (Veggie Rx vouchers):

- \$6 per person at food waste and compost workshops
- \$2 per person at cooking demonstrations
- \$10 per person at farmers' markets
- \$4 per person per food scrap bucket drop off

In no event shall the County's fiscal obligation exceed \$431,678.00. Contractor will submit invoices quarterly. Invoices shall contain the date and location of each workshop/cooking demonstration and the amount/number of vouchers disbursed. County shall make payments within 30 business days of receipt and approval of invoices.