

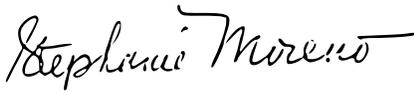


NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR213A750001C033	2. Amendment Number	3. Award /Project Period date of final signature - 09/30/2023	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) USDA, NRCS Office of the Associate Chief for Conservation 1400 Independence Avenue SW Washington, DC 20250		6. Recipient Organization (Name and Address) GUADALUPE-COYOTE RESOURCE CONSERVATION DISTRICT 888 N 1ST ST STE 204 SAN JOSE CA 95112-6314 DUNS Number: 050900120 EIN:	
7. NRCS Program Contact Name: Annie Ceccarini Phone: (202) 577-7462 Email: annie.ceccarini@usda.gov	8. NRCS Administrative Contact Name: Tam-Thao Nguyen Phone: (202) 772-9117 Email: Tam-Thao.Nguyen@usda.gov	9. Recipient Program Contact Name: Stephanie Moreno Phone: 408-288-5888 Email: smoreno@gcrcd.org	10. Recipient Administrative Contact Name: Stephanie Moreno Phone: 408-288-5888 Email: smoreno@gcrcd.org
11. CFDA 10.935	12. Authority 7 USC 6923	13. Type of Action New Agreement	14. Program Director Name: Stephanie Moreno Phone: 408-288-5888 Email: smoreno@gcrcd.org
15. Project Title/ Description: Develop the San Jose Community Compost Network to provide education, establish accessible food scrap hubs, and create compost for urban and community farmers in CA.			
16. Entity Type: D = Special District Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	\$90,000.00	\$35,696.03	
Additional funds total	\$0.00	\$0.00	
Grand total	\$90,000.00	\$35,696.03	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$0.00	Other	\$90,000.00
Total Direct Cost	\$90,000.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$35,696.03
		Total Federal Funds Awarded	\$90,000.00
		Total Approved Budget	\$125,696.03

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative Louis Aspey Associate Chief	Signature	Date
Name and Title of Authorized Recipient Representative Stephanie Moreno Executive Director	Signature 	Date September 21, 2021

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The U.S. Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) solicited applications in fiscal year (FY) 2021 under the Office of Urban Agriculture and Innovative Production (OUAIP) for Funding Opportunity Number: USDA-NRCS-NHQ-CCFWR-21-NOFO0001112 from local and Tribal governments to host a Community Compost and Food Waste Reduction (CCFWR) pilot project. The authorizing statutes and regulations for this opportunity are under section 12302 of the Agriculture Improvement Act of 2018 (Public Law 115–334), (7 USC 6923). The primary goal of CCFWR is to assist local governments with projects that develop and test strategies for planning and implementing municipal compost plans and food waste reduction plans. CCFWR specifically provides assistance through a cooperative agreement to municipalities, counties, local and Tribal governments, or city planners to develop and test strategies for planning and implementation that will 1) generate compost; 2) increase access to compost for agricultural producers; 3) reduce reliance on, and limit the use of, fertilizer; 4) improve soil quality; 5) encourage waste management and permaculture business development; 6) increase rainwater absorption; 7) reduce municipal food waste; and 8) divert food waste from landfills.

Guadalupe-Coyote Regional Conservation District (GCRCD) is an independent special district located in San Jose, California. GCRCD encompasses approximately 583 square miles and has an estimated service population of 300,577. It covers a large portion of the northwestern, northeastern and central portions of the County, including urbanized areas within the City of San Jose and portions of the historic Coyote Valley. District offices are located in San Jose, which is home to a diverse population of 1.94 million people. Primary languages spoken at home are English (43.2%), Asian/Pacific Islander (25.6%) and Spanish (23.5%).¹ An estimated 8.7% of residents are in poverty. Partner organizations for this application deliver services in the East San Jose area, where a significant percentage of the City's disadvantaged communities are concentrated.

GCRCD has engaged with a number of government agencies, community organizations and professional associations in furtherance of its mission, which is “to provide education and technical assistance to constituents and watershed stakeholders to sustainably manage soil, water and wildlife with the best available science”. Public education is a key strategy for improving organic disposal, increasing the adoption of home composting, and encouraging the application of compost to improve soils, water holding capacity, and home food production. While several sites in Santa Clara County are developing the infrastructure for community-scale composting, these programs have yet to be fully implemented and would benefit from networked coordination which would increase community engagement and improve site management. Prioritizing the development of community compost hubs in historically underserved neighborhoods can support climate resilience strategies in communities most negatively impacted by climate change. Community compost sites can help to overcome barriers to composting experienced by those without space at their residence to compost, often people living in multi-unit housing developments. Making and using compost locally demonstrates to Californians that banana peels and eggshells are not garbage – they are useful resources.

According to the California Department of Resources Recycling and Recovery, Californians throw away nearly 6 million tons of food scraps each year. When disposed of in landfills, food scraps and other organic waste produce methane, a harmful greenhouse gas. By discarding organics in landfills, vital nutrients and water contained in those scraps are lost. Additionally, transporting organics to either landfills or commercial composting facilities burns fossil fuels. For these reasons, California established SB1383, which aims to achieve a 75% reduction of landfilled organic waste by 2025 and advocates for alternative waste management solutions such as composting. The pilot project will model a unique solution that diverts and recycles organic waste locally.

The CCFWR Pilot Project entitled San Jose Community Composting Network is to develop the San Jose Community Compost Network which will provide education, establish accessible food scrap hubs and create compost for urban and community farmers.

Although Valley Verde and San Jose Conservation Corps and Charter School have infrastructure to compost, the project will activate and expand these sites by establishing programs to operate each site as a compost hub, engaging community members to contribute food waste, participate in composting, and adopt sustainable urban agriculture practices.

Objectives

Objective 1: Develop and strengthen Valley Verde and SJCC's composting curriculum which will provide program participants and the public with knowledge and resources to participate in community composting and climate-smart soil management practices for urban agriculture.

Objective 2: Establish Valley Verde and SJCC as sites for community composting and food scrap collection that are rooted in the community's needs and available resources, creating sustainable avenues for continued community composting and food waste management.

Objective 3: Equitably share and distribute compost created at community composting sites with underserved urban gardeners and community gardeners.

Objective 4: Serve as operating models for community composting sites that can be easily replicated by others who wish to start their own community compost hub.

Objective 5: Establish a team of program participants to maintain community compost hubs during the project period and into the future

Objective 6: Track how much food waste is collected, how much compost is produced and applied, and how many community members are engaged.

The primary goal of the project is for the San Jose Community Composting Network to address the issue of food waste by creating awareness of existing food waste reduction resources, such as the app Olio, with their community and through their outreach efforts.

Guadalupe Coyote Regional Conservation District will partner with two non-profit organizations Valley Verde and San Jose Conservation Corps. They have selected the activities proposed due to their environmental and social goals, as well as the anticipated economic sustainability benefits for their organizations and the urban and community farmers who will receive the compost.

Guadalupe Coyote Regional Conservation District will partner with Valley Verde to expand their current programming and composting processes to become a community composting network site, to share knowledge on composting and food waste reduction with their program participants and community members, and to become a compost production and distribution site for their program participants and community members to improve community soil health and management.

Guadalupe Coyote Regional Conservation District will partner with San Jose Conservation Corps who has selected the activities proposed due to having the systems and infrastructure in place necessary to develop the programs outlined. SJCC already operates a job training program focused on recycling and designed to rapidly deploy teams of Corps Members to take on new composting projects. SJCC is prepared to identify, train, and deploy senior Corps Members to support this project within weeks of the grant's execution.

Budget Narrative

The official budget described in this Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in this budget narrative are estimates. Reimbursement or advance liquidations will be based on actual expenditures, not to exceed the amount obligated.

The San Jose Community Composting Network total project budget is \$125,696.03, which includes the total Federal share of \$90,000.00 and the recipient's match amount in the total of \$35,696.03. Advance is authorized for 30 days of expenses, when needed.

PERSONNEL:

Total Cost: \$2,076.80 (Federal Share \$0.00 + Recipient Share: \$2,076.80)

Recipient Share:

Match consists of the GCRDC Executive Director's salary to administer the grant, estimated at 40 hours @ \$51.92/hour for a total match of \$2,076.80.

FRINGE BENEFITS:

Total Cost: \$0.00 (Federal Share \$ 0.00 + Recipient Share: \$ 547.20)

Recipient Share:

GCRCD Executive Director's fringe benefits associated with salary for grant administration
40 hours @\$13.68/hour = \$547.20

TRAVEL:

Total Cost: \$0.00 (Federal Share \$0.00 + Recipient Share: \$0.00)

EQUIPMENT:

Total Cost: \$ 9,933.66 (Federal Share \$0.00 + Recipient Share: \$ 9,933.66)

Recipient Share:

Match for this project will include the use of SJCC's ASP composter that was purchased with Prop 68 funding in 2020 at a cost of \$49,668.29. Based on lifespan of ten years, the use of the equipment as in-kind match amounts to \$9,933.65.

SUPPLIES:

Total Cost: \$ 6,939.58 (Federal Share \$ 6,939.58 + Recipient Share: \$ 0.00)

Federal Share:

Composting hub supplies (hoses, bins, collected bins, chains, pitchforks, shovels, gloves, buckets) totaling \$5,000

- \$120.00 (4 x \$30.00 – 50-ft commercial grade hoses)
- \$486.00 (6 x \$81.00 – 32-gallon toter bins)
- \$72.00 (6 x \$12.00 – chains for securing bins to location)
- \$528.00 (8 x \$66.00 – pitchforks for turning compost piles)
- \$136.00 (8 x \$17.00 – wood handle steel digging shovel)
- \$560.00 (40 x \$14.00 – gloves)
- \$2,175.00 (300 x \$7.25 – 5-gallon bucket with lid and handle)
- \$723.00 (4 x \$180.75 – worm bin and worms)
- \$200.00 (4 x \$50.00 – soil sifter)

Interpretive signage at sites in English and Spanish totaling \$1,505.00

- \$1,505.00 (2 x \$752.50 – printed metal weatherproof signs, including mounting costs)

PPE totaling \$434.58

- \$94.60 (4 x \$23.65 – 10-packs of N95 masks)
- \$339.98 (2 x \$169.99 – boots)

CONTRACTUAL:

Total Cost: \$106,198.79 (Federal Share \$ 83,060.42 + Recipient Share: \$ 23,138.37)

Federal Share:

Request will include contractual agreements with SJCC and VV for staff to provide services to develop and implement the project, including staff costs to: coordinate the project; train and deploy a team of 2 Corps members to maintain compost sites during the grant period; travel to and from collection hubs and compost sites; and conduct public outreach.

Recipient Share:

Non-federal match for this project will include the SJCC and VV staff and volunteer time to develop and implement the program.

Contractual staff rates are:

- Valley Verde Staff 1: \$26.93 x 416 hours; \$11,202.88 (\$2,801.66 Federal; \$8,401.22 Recipient)
- Valley Verde Staff 2: \$26.93 x 905 hours; \$24,371.65 (\$24,369.76 Federal; \$1.89 Recipient)
- Valley Verde Volunteers: \$20.19 x 250 hours; \$5,047.50 (\$0 Federal; \$5,047.50 Recipient)
- SJCC Corpsmember 1: \$20.20 x 990 hours; \$19,998.00 (\$19,998.00 Federal; \$0 Recipient)
- SJCC Corpsmember 2: \$20.20 x 990 hours; \$19,998.00 (\$19,998.00 Federal; \$0 Recipient)
- SJCC Staff 1: \$37.26 x 676 hours; \$25,187.76 (15,500.00 Federal; \$9687.76 Recipient)
- Contractor mileage (contractual expense): 701.79 miles @ .56 (\$393.00 Federal; \$0 Recipient)

CONSTRUCTION:

Total Cost: \$0.00 (Federal Share \$0.00 + Recipient Share: \$0.00)

OTHER:

Total Cost: \$0.00 (Federal Share \$0.00 + Recipient Share: \$0.00)

INDIRECT COST:

Total Cost: \$0.00 (Federal Share \$0.00 + Recipient Share: \$0.00)

If this award generates program income, the recipient must reinvest it into the project and report the amount, source, and intended use in its next performance report. Use of program income must comply with the cost principles in 2 CFR Part 200, Subpart E.

Responsibilities of the Parties:

If inconsistencies arise between the language in this Statement of Work (SOW) and the General Terms and Conditions attached to the agreement, the language in this SOW takes precedence.

NRCS will:

- 1) Connect the CCFWR pilot project team(s) with other USDA agencies such as, and not limited to, the Economic Research Service (ERS), National Institute of Food and Agriculture (NIFA), the Office of the Chief Economist (OCE), and Federal partners like the United States Environmental Protection Agency (EPA) to collaborate on project activities and outcomes that contribute to the U.S. Food Loss and Waste 2030 goal.
- 2) Coordinate and convene the CCFWR pilot project team(s) and other Federal government, regional, institution, state, and local experts to share information and strategies related to CCFWR with the goal of enhancing the locally driven process to better address nationally and regionally important composting and food waste reduction goals that transcend localities.
- 3) Gather the methods, results, and benefits derived from the project to evaluate and disseminate different solutions for increasing access to compost and reducing municipal food waste across the United States.
- 4) Provide advisory and administrative support during the project and maintain constant communication with partner, review progress and financial report and provide feedback to ensure the product follows USDA standards.
- 5) Provide guidance and procedures related to NRCS Conservation and Business Programs.
- 6) Review and editing rights on all material produced under this agreement to ensure it complies with USDA standards and regulations before publishing.
- 7) Participate in project committee meetings to aid and guidance for the purpose of the workshops, educational activities, and other activities identified in this agreement.
- 8) Conduct ad-hoc meetings (via electronic, phone or in-person field visit) to discuss the progress of the agreement.

Recipient will:

- 1) Follow methodology in the project narrative submitted as part of recipient's application to NFO USDA-NRCS-NHQ-CCFWR-21-NOFO0001112, incorporated herein by reference
 - 2) Collaborate with multiple partners, such as public or private, nonprofit or for-profit entities, academic institutions (including minority-serving colleges and universities), and/or other appropriate professionals, community-based organizations, and local government entities.
 - 3) Expand local capacity to compost food waste; provide youth from underserved communities with compost, operations training; produce compost and demonstrate the importance of healthy soils, and circular economy by growing healthy food and plants with compost produced; provide the finished soil to local urban gardeners; and engage residents in composting and healthy soil management.
 - 4) Work in close coordination with USDA-NRCS to share all publish material developed to ensure it complies with USDA standards and regulations before publishing. Review available material from the USDA in regard of the USDA general style and message layouts and follow the USDA civil right policy in accordance with USDA Departmental Regulation 4300-3, Equal Opportunity (EO) Public Notification Policy, and Section 7, in which all will comply with the usage of the USDA Non-discrimination Statement.
 - 5) Ensure the exercise care so that sensitive, confidential or private information is not inadvertently disclosed to families, friends, or others who have no need to know and keep all private information in secure areas when not in use during office hours.
 - a. Example of Private Data: Social Security Number (SSN); tax identification (ID) number; employee national Finance Center ID; account numbers; farm, tract, or common land unit numbers.
 - b. Example of Sensitive Data: Name, address, or other geographic indicators; e-mail address; phone number; race, gender, ethnicity, disability and birth date.
 - 6) Participate in efforts under this agreement solely as representatives of Guadalupe-Coyote Resource Conservation District. They will not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of FPAC, USDA, NRCS or any member thereof. They shall not assist FPAC, USDA, NRCS or any member thereof with efforts to lobby Congress or to raise money through fundraising efforts. The recipient's employees shall report to their immediate supervisor any negotiations with FPAC, USDA, NRCS or any member thereof, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Signatory Official.
 - 7) Conduct all activities and program provision under this agreement in compliance with all applicable federal civil right laws, rules, regulations and policies.
 - 8) Ensure no member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise there from; but this provision is not to be construed to extend to this agreement if made with a corporation for its general benefit.
- Submit performance reports on a annual basis to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division staff via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period.

Submit SF425 Financial Reports on an annual basis to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period.

Submit payment requests to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov on a quarterly basis. Refer to the General Terms and Conditions for more information regarding payment requests.

Expected Accomplishments and Deliverables

Expected Measurable Outcomes Include:

1. Two workshops per year on community composting are held at each of the sites (total of 8 workshops) reaching 120 community members, 20% of which will be youth

Measured by: The San Jose Community Composting Network will evaluate accomplishments and outcomes by tracking and preparing quarterly reporting on the number of people engaged through the network, amount of food scraps collected (in weight and volume), amount of finished compost produced (in weight and volume), and amount of compost distributed to urban gardeners and community members (in weight and volume).

Resources Required

NRCS will:

- 1) Participate in the coordination for technical assistant and collaborate with recipient.
- 2) Assign an Alternate Technical Contact in charge of providing detailed information and technical assistance necessary to ensure the implementation of this agreement.

Alternate Contact

Joseph Heller

joseph.heller@usda.gov

202 381-6283

Recipient will:

- 1) Develop and implement the San Jose Community Composting Network
 - 2) Collaborate with: Valley Verde and San Jose Conservation Corps
 - 3) Provide project non-Federal resources in personnel, fringe benefits and contractual
- Follow the evaluation plan as established in the project narrative.

Milestones

The CCFWR pilot project is two years in duration. Project activities, objectives and outcomes should be completed within the 24-month time frame. 50% of work completed in year 1 by September 30, 2022 & 100% of work completed in year 2 by September 30, 2023.

The timeline and specific tasks to implement these components are detailed in the attached Project Narrative.

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>