

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
Acterra**

THIS AMENDMENT TO THE AGREEMENT, entered into this 25 day of June, 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Action for a Healthy Planet (ACTERRA), 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, on May 4, 2021, the parties entered into an Agreement with Acterra for the purpose of providing network management services to the San Mateo Food System Alliance and its associated committees for the term of July 1, 2021, through June 30, 2024, in an amount not to exceed \$450,000; and

WHEREAS, the parties now wish to amend the Agreement to continue support for providing network management services to the San Mateo Food System Alliance, (SMFSA), by increasing the amount by \$390,000 and extending the term by three years through June 30, 2027.

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—Services (FY 2021-2024)
- Exhibit B—Payments and Rates (FY2021-2024)
- Exhibit C – Services (FY2024-2027)
- Exhibit D – Payments and Rate (FY2024-2027)
- Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

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, County shall make payment to Contractor based on the rates and in the 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 **EIGHT HUNDRED FORTY THOUSAND DOLLARS (\$840,000)**. 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. Contractor is not entitled to payment for work not performed as required by this agreement

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021, through June 30, 2027.

Exhibit C is added to the agreement to read as follows:**Exhibit C – added**

In consideration of the payments set forth in Exhibit C, **Amount and Method of Payment**, Contractor shall provide the following services:

1. Description of Services to be Performed by Contractor**A. Establishing a strong foundation for the SMFSA**

The Network Manager will work to deepen and establish relationships with key partners. Contractor will build and strengthen key relationships with members of the SMFSA and develop implementation strategies as needed.

Outcome(s): Maintain a deep understanding of the current structure and function of the SMFSA, build relationships with current members, establish full staffing, and develop implementation strategies with the SMFSA membership.

1) Maintain the expertise of the SMFSA Network Manager to ensure operational understanding of the SMFSA including the organizational structure, goals and objectives, equity values, and other aspects necessary for a strong SMFSA.

July 1, 2024 - June 30, 2027

2) The Network Manager will maintain relationships with SMFSA members, while building new relationships with key stakeholders, local community-based organizations, and county staff to move the work outlined in the SMFSA strategic and Collective Impact Model (CIM) plans forward.

July 1, 2024 - June 30, 2027

B. Development of Key Partnerships

Network Manager will establish partnerships with stakeholders to ensure the SMFSA is designed to meet the needs of diverse community members, in both the urban and rural communities of San Mateo County.

Outcome(s): Build capacity of the SMFSA, including recruiting for a more diverse membership to ensure the work can focus on addressing inequity in the food system. Establish relationships with key partners and stakeholders who work with the SMFSA and identify new partners and stakeholders that represent historically under-served communities who have not previously been engaged with the SMFSA.

1) In partnership with key SMFSA partners, the Network Manager will review the findings and suggestions of our strategic plan and Collective Impact Model to identify key stakeholders that should be engaged to help direct the strategic efforts of the SMFSA and to potentially join the SMFSA as members.	July 1, 2024 - June 30, 2027
2) The Network Manager, in partnership with the SMFSA Steering Committee, will develop a strategy to engage regional stakeholders and potential partners working in various areas of the food system, including healthy food access, institutional purchasing of local food, food recovery, sustainable food production, equity within the workforce, and food justice.	July 1, 2024 - June 30, 2027
3) The Network Manager will support SMFSA members to engage the necessary stakeholders and support the advancement of the SMFSA priorities and policy interests.	July 1, 2024 - June 30, 2027

C. Management of SMFSA and Committee meetings

Network Manger will coordinate all monthly SMFSA General meetings and will provide support to the SMFSA steering committee, Farm to School committee, and Climate Resilience committee, as well as any additionalad hoc committees (i.e. Policy committee) that are created.

Outcomes(s): The SMFSA meetings are scheduled in advance and held in locations that are accessible to all SMFSA members. Attendance at the SMFSA general meetings will be regular and consistent.

1) Schedule monthly SMFSA General Meetings and work to reserve facilities in advance, if applicable. The date, time and location (if applicable) for each SMFSA General Meeting for the year should be confirmed 3 months in advance. A calendar invite should be sent with meeting details to all SMFSA members.	July 1, 2024 - June 30, 2027
2) Host an annual SMFSA retreat.	July 1, 2024 - June 30, 2027
3) Support various SMFSA committees as needed by taking notes, supporting communications, identifying meeting locations (if applicable), etc.	July 1, 2024 - June 30, 2027
4) Host and maintain the SMFSA's website, to promote the work of the SMFSA and support broader community engagement strategies, including dissemination of reports and other documents.	July 1, 2024 - June 30, 2027
5) Maintain SMFSA listserv and shared documents on the Google Drive that are accessible to all members.	July 1, 2024 - June 30, 2027
6) Be responsive to outreach, requests, engagement of FSA members to nurture a strong relationship and collaboration.	July 1, 2024 - June 30, 2027

D. Implementation of the Collective Impact Model approach for the SMFSA

Build on existing relationships with stakeholders and SMFSA members, to increase capacity of partner organizations and support implementation of the Collective Impact Model to move the work of the SMFSA forward.

Outcome(s): Implement the results of the Collective Impact Model process to create a sustainable, healthy, and equitable food system based on current and future members of the SMFSA, working closely with key partners and ensuring meaningful engagement of key stakeholders.	
1) Engage key SMFSA members and stakeholders in a professional learning process to better understand and implement the Collective Impact Model framework.	July 1, 2024 - June 30, 2027

<p>2) Maintain the steps for the CIM 1) Review the developed common agenda annually; 2) Identify Common Progress Measures; 3) Identify Mutually reinforcing activities; 4) Oversee communications; 5) Contractor/Network Manager serves as the backbone organization</p>	<p>July 1, 2024-June 30, 2027</p>
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E. Reporting: Reporting, Evaluation and Monitoring:

Network Manager will schedule quarterly meetings with HPP and OOS HPP and OOS staff to check-in on progress and discuss successes and challenges with implementation of the SMFSA. Contractor will submit quarterly invoices to HPP staff that provide a summary of progress made using the templates provide by HPP staff. Network Manager will work with the SMFSA Steering Committee to monitor and review progress towards measurable goals and support evaluation efforts.

<p>Outcome(s): Engage in ongoing dialogue with HPP and OOS staff to provide updates on SMFSA implementation.</p>	
<p>1) Coordinate with Steering Committee to schedule dates and times for monthly check-in meeting</p>	<p>July 1, 2024-June 30,2027</p>
<p>2) Coordinate with SMC Health and OOS staff to schedule dates and times for quarterly check-in meeting</p>	<p>July 1, 2024-June 30, 2027</p>
<p>3) Collaborate with HPP and OOS staff, and other partners as needed, to develop an evaluation plan that includes measurable goals and objectives of SMFSA implementation.</p>	<p>July 1,2024-June 30, 2025</p>
<p>4) Submit an annual written reports using templates provided by staff.</p>	<p>June 30, 2025 June 30, 2026 June 30, 2027</p>
<p>5) Participate an evaluations of SMFSA as determined by SMFSA membership. Consider using focus groups,interviews and/or surveys.</p>	<p>July 1, 2024-June 30,2027</p>
<p>6) Contribute to annual evaluations and reports that will reflect accomplishments and a vision for future work.</p>	<p>July1, 2024-June 30,2027</p>

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

Exhibit D – added

Exhibit D

1. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Exhibit C, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, County shall pay Contractor based on the following schedule and terms:

A. Maximum Payment: The total amount that the County shall be obligated to pay for services rendered in this agreement shall not exceed **THREE HUNDRED NINETY THOUSAND DOLLARS, (\$390,000)**. The county shall pay the contractor in accordance with the following program expenses described below:

B. Budget:

Expense	FY 2024-25	FY 2025-26	FY 2026-27
Executive Director, 20% FTE	\$ 38,000	\$ 38,000	\$ 38,000
Director 17% FTE	\$ 20,000	\$ 20,000	\$ 20,000
Senior Manager, 25% FTE	\$ 17,400	\$ 17,400	\$ 17,400
Associate 1 and 2, 20% FTE	\$ 22,000	\$ 22,000	\$ 22,000
Comms Manager, 10% FTE	\$ 7,500	\$7,500	\$7,500
Subcontracts-Design	\$ 1,500	\$1,500	\$1,500
Incidentals (meetings/retreat, stipends)	\$ 8,000	\$8,000	\$8,000
Indirect Expenses (12%)	\$ 15,600	\$15,600	\$15,600
TOTAL	\$ 130,000	\$130,000	\$130,000

C. Method of Payment and Invoicing:

- 1) All invoices shall include
 - A detailed list of the services provided,
 - Staff title and percentage of time expended by staff person(s) during their invoicing period, and
- 2) Contractor will only invoice for actual cost.
- 3) Financial supporting documentation is not required to be submitted with invoices; however, the County can, within 12 months of contracting, request to see financial supports for program cost.

- 4) Invoices will not exceed the aforementioned amount.
 5) Contractor shall submit invoices using the following schedule:

	Invoice Amount	Due Date
Invoice #1: shall include services that will be provided through September 30 as described in Exhibit A.	\$32,500	October, 2024
Invoice #2: shall include services that will be provided through December 31 as described in Exhibit A.	\$32,500	January, 2025
Invoice #3: shall include services that will be provided through March 31 as described in Exhibit A.	\$32,500	April, 2025
Invoice #4: shall include that will be provided through June 30 as described in Exhibit A.	\$32,500	June, 2025
Invoice #5: shall include that will be provided through September 30, as described in Exhibit A.	\$32,500	October, 2025
Invoice #6: shall include that will be provided through December 31 as described in Exhibit A.	\$32,500	January, 2025
Invoice #7: shall include that will be provided through March 31 as described in Exhibit A.	\$32,500	April, 2026
Invoice #8: shall include that will be provided through June 30 as described in Exhibit A.	\$32,500	July, 2026
Invoice #9: shall include that will be provided through September 30 as described in Exhibit A.	\$32,500	October, 2026
Invoice #10: shall include that will be provided through December 31 as described in Exhibit A.	\$32,500	January, 2027
Invoice #11: shall include that will be provided through March 31 as described in Exhibit A.	\$32,500	April, 2027
Invoice #12: shall include that will be provided through June 30 as described in Exhibit A.	\$32,500	July, 2027

6) The following deliverables listed below shall be submitted with the invoices:

Invoice #1

- 1) Support various SMFSA committees as needed by taking notes, supporting communications, identifying meeting locations (if applicable), etc.
- 2) Host and maintain the SMFSA's website, to promote the work of the SMFSA and support broader community engagement strategies, including dissemination of reports and other documents.
- 3) Maintain SMFSA listserv and shared documents on the Google Drive that are accessible to all members.
- 4) Be responsive to outreach, requests, engagement of FSA members to nurture a strong relationship and collaboration.
- 5) Progress report using the GHSMC progress report template describing progress on deliverables to date.
- 6) Coordinate with Steering Committee to schedule dates and times for monthly check-in meeting.
- 7) Coordinate with HPP staff to schedule date and time for quarterly check-in meeting.
- 8) Schedule monthly SMFSA General Meetings and work to reserve facilities in advance, if applicable. The date, time, and location (if applicable) for each SMFSA General Meeting for the year should be confirmed 3 months in advance. A calendar invite should be sent with meeting details to all SMFSA members.

Invoice #2

- 1) Support various SMFSA committees as needed by taking notes, supporting communications, identifying meeting locations (if applicable), etc.
- 2) Host and maintain the SMFSA's website, to promote the work of the SMFSA and support broader community engagement strategies, including dissemination of reports and other documents.
- 3) Maintain SMFSA listserv and shared documents on the Google Drive that are accessible to all members.
- 4) Be responsive to outreach, requests, engagement of FSA members to nurture a strong relationship and collaboration.
- 5) Coordinate with HPP staff to schedule date and time for quarterly check-in meeting.

Invoice #3

- 1) Support various SMFSA committees as needed by taking notes, supporting communications, identifying meeting locations (if applicable), etc.
- 2) Host and maintain the SMFSA's website, to promote the work of the SMFSA and support broader community engagement strategies,

including dissemination of reports and other documents.

- 3) Maintain SMFSA listserv and shared documents on the Google Drive that are accessible to all members.
- 4) Be responsive to outreach, requests, engagement of FSA members to nurture a strong relationship and collaboration.
- 5) Coordinate with HPP staff to schedule date and time for quarterly check-in meeting.

Invoice #4

- 1) Support various SMFSA committees as needed by taking notes, supporting communications, identifying meeting locations (if applicable), etc.
- 2) Host and maintain the SMFSA's website, to promote the work of the SMFSA and support broader community engagement strategies, including dissemination of reports and other documents.
- 3) Maintain SMFSA listserv and shared documents on the Google Drive that are accessible to all members.
- 4) Be responsive to outreach, requests, engagement of FSA members to nurture a strong relationship and collaboration.
- 5) Coordinate with HPP staff to schedule date and time for quarterly check-in meeting.
- 6) Participate in annual evaluation of SMFSA; consider using focus groups, interviews and/or surveys.
- 7) Contribute to annual evaluations and reports that will reflect accomplishments and a vision for future work.

Invoice #5

- 1) Support various SMFSA committees as needed by taking notes, supporting communications, identifying meeting locations (if applicable), etc.
- 2) Host and maintain the SMFSA's website, to promote the work of the SMFSA and support broader community engagement strategies, including dissemination of reports and other documents.
- 3) Maintain SMFSA listserv and shared documents on the Google Drive that are accessible to all members.
- 4) Be responsive to outreach, requests, engagement of FSA members to nurture a strong relationship and collaboration.
- 5) Progress report using the GHSMC progress report template describing progress on deliverables to date.
- 6) Coordinate with Steering Committee to schedule dates and times for monthly check-in meeting.
- 7) Coordinate with HPP staff to schedule date and time for quarterly check-in meeting.
- 8) Schedule monthly SMFSA General Meetings and work to reserve facilities in advance, if applicable. The date, time, and location (if

applicable) for each SMFSA General Meeting for the year should be confirmed 3 months in advance. A calendar invite should be sent with meeting details to all SMFSA members.

Invoice #6

- 1) Support various SMFSA committees as needed by taking notes, supporting communications, identifying meeting locations (if applicable), etc.
- 2) Host and maintain the SMFSA's website, to promote the work of the SMFSA and support broader community engagement strategies, including dissemination of reports and other documents.
- 3) Maintain SMFSA listserv and shared documents on the Google Drive that are accessible to all members.
- 4) Be responsive to outreach, requests, engagement of FSA members to nurture a strong relationship and collaboration.
- 5) Coordinate with HPP staff to schedule date and time for quarterly check-in meeting.

Invoice #7

- 1) Support various SMFSA committees as needed by taking notes, supporting communications, identifying meeting locations (if applicable), etc.
- 2) Host and maintain the SMFSA's website, to promote the work of the SMFSA and support broader community engagement strategies, including dissemination of reports and other documents.
- 3) Maintain SMFSA listserv and shared documents on the Google Drive that are accessible to all members.
- 4) Be responsive to outreach, requests, engagement of FSA members to nurture a strong relationship and collaboration.
- 5) Coordinate with HPP staff to schedule date and time for quarterly check-in meeting.

Invoice #8

- 1) Support various SMFSA committees as needed by taking notes, supporting communications, identifying meeting locations (if applicable), etc.
- 2) Host and maintain the SMFSA's website, to promote the work of the SMFSA and support broader community engagement strategies, including dissemination of reports and other documents.
- 3) Maintain SMFSA listserv and shared documents on the Google Drive that are accessible to all members.
- 4) Be responsive to outreach, requests, engagement of FSA members to nurture a strong relationship and collaboration.
- 5) Coordinate with HPP staff to schedule date and time for quarterly check-in meeting.
- 6) Participate in annual evaluation of SMFSA; consider using focus

groups, interviews and/or surveys.

7) Contribute to annual evaluations and reports that will reflect accomplishments and a vision for future work.

Invoice #9

- 1) Support various SMFSA committees as needed by taking notes, supporting communications, identifying meeting locations (if applicable), etc.
- 2) Host and maintain the SMFSA's website, to promote the work of the SMFSA and support broader community engagement strategies, including dissemination of reports and other documents.
- 3) Maintain SMFSA listserv and shared documents on the Google Drive that are accessible to all members.
- 4) Be responsive to outreach, requests, engagement of FSA members to nurture a strong relationship and collaboration.
- 5) Progress report using the GHSMC progress report template describing progress on deliverables to date.
- 6) Coordinate with Steering Committee to schedule dates and times for monthly check-in meeting.
- 7) Coordinate with HPP staff to schedule date and time for quarterly check-in meeting.
- 8) Schedule monthly SMFSA General Meetings and work to reserve facilities in advance, if applicable. The date, time, and location (if applicable) for each SMFSA General Meeting for the year should be confirmed 3 months in advance. A calendar invite should be sent with meeting details to all SMFSA members.

Invoice #10

- 1) Support various SMFSA committees as needed by taking notes, supporting communications, identifying meeting locations (if applicable), etc.
- 2) Host and maintain the SMFSA's website, to promote the work of the SMFSA and support broader community engagement strategies, including dissemination of reports and other documents.
- 3) Maintain SMFSA listserv and shared documents on the Google Drive that are accessible to all members.
- 4) Be responsive to outreach, requests, engagement of FSA members to nurture a strong relationship and collaboration.
- 5) Coordinate with HPP staff to schedule date and time for quarterly check-in meeting.

Invoice #11

- 1) Support various SMFSA committees as needed by taking notes, supporting communications, identifying meeting locations (if applicable), etc.

- 2) Host and maintain the SMFSA's website, to promote the work of the SMFSA and support broader community engagement strategies, including dissemination of reports and other documents.
- 3) Maintain SMFSA listserv and shared documents on the Google Drive that are accessible to all members.
- 4) Be responsive to outreach, requests, engagement of FSA members to nurture a strong relationship and collaboration.
- 5) Coordinate with HPP staff to schedule date and time for quarterly check-in meeting.

Invoice #12

- 1) Support various SMFSA committees as needed by taking notes, supporting communications, identifying meeting locations (if applicable), etc.
- 2) Host and maintain the SMFSA's website, to promote the work of the SMFSA and support broader community engagement strategies, including dissemination of reports and other documents.
- 3) Maintain SMFSA listserv and shared documents on the Google Drive that are accessible to all members.
- 4) Be responsive to outreach, requests, engagement of FSA members to nurture a strong relationship and collaboration.
- 5) Coordinate with HPP staff to schedule date and time for quarterly check-in meeting.
- 6) Participate in annual evaluation of SMFSA; consider using focus groups, interviews and/or surveys.
- 7) Contribute to annual evaluations and reports that will reflect accomplishments and a vision for future work.

7.) All invoices shall include the following language and a signature:

Under the penalty of perjury under the laws of the State of California, I hereby certify that this invoice of services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Signature: _____, *Date:* _____

Title: _____, *Agency:* _____

- 8.) Payments received are to cover all costs of the Contractor, including, but not limited to, staff time, paperwork, travel, copies, and materials/equipment.
- ✓ Meetings and incidentals cost will not exceed \$8,000 annually and indirect costs will not exceed \$15,600 annually for the duration of the contract.
 - ✓ Itemized receipts for meetings expenses must be submitted along with the monthly invoice.

- ✓ Example of itemized receipts would be Restaurant receipts, parking fee receipts, toll fee receipts, google mileage from/to, conference fee and etc.

County shall have the right to withhold payment if the County determines that the quality or quantity of work is unacceptable.

4. All other terms and conditions of the agreement dated May 4, 2021, 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: **Acterra**

<small>DocuSigned by:</small>		
<i>Lauren Weston, Executive Director</i>	<i>5/29/2024</i>	Lauren weston
<small>3026CD529DE04EC...</small>		
Contractor Signature	Date	Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:  Resolution No. 080508
 President, Board of Supervisors, San Mateo County

Date: June 25, 2024

ATTEST:

By: 
 Clerk of Said Board