

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND COMMUNITY ALLIANCE WITH FAMILY FARMERS

This Agreement is entered into this ____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Community Alliance with Family Farmers, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of serving as Network Manager for San Mateo County Food Systems Alliance.

Now, therefore, it is agreed by the parties to this Agreement 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
- Exhibit B—Payments and Rates
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property

2. Services to be performed by Contractor

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

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 **THREE HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS, (\$375,000)**. 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 January 1, 2019, through June 30, 2021.

5. Termination

This Agreement may be terminated by Contractor or by the San Mateo Health Chief or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification

performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County’s prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County’s Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor’s coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers’ Compensation and Employer’s Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers’ compensation and employer’s liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor’s operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000

(c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting: Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Cassius Lockett, PhD
Address: 225 37th Avenue, 1st Floor, Room 178
San Mateo, CA 94403
Telephone: 650-573-2104
Facsimile: 650-573-2116
Email: clockett@smcgov.org

In the case of Contractor, to:

Name/Title: Diane Del Signore, Executive Director
Address: P.O. Box 363
Davis, CA 95617
Telephone: 530-302-5434
Facsimile: 530-756-7856
Email: Info@caff.org

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

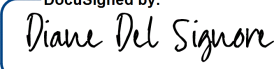
19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **COMMUNITY ALLIANCE WITH FAMILY FARMERS**

<small>DocuSigned by:</small>  <small>DC5938655FB348A...</small>	1/14/2019 1:42 PM PST	Diane Del Signore, Executive Director
_____ Contractor Signature	_____ Date	_____ 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

Agreement between the County of San Mateo and Community Alliance with Family Farmers (CAFF)

1. Description of Services to be Performed by Contractor

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

Contractor will implement the Network Manger Services project to

A. Establishing a strong foundation for the SMFSA

Contractor will establish full staffing for the Network Manager position. Once onboard the Network Manager will work to deepen their knowledge of the history of the SMFSA, current opportunities, challenges, and establish relationships with key partners. They will build and strengthen key relationships with members of the SMFSA, and develop implementation strategy as needed.

Outcome(s): Develop a deep understanding of the current structure and function of the SMFSA, build relationships with current members, establish full staffing, and develop an implementation strategy with the SMFSA membership.	
1) Onboard and train the SMFSA Network Manager to ensure complete understanding of the SMFSA including the organizational structure, goals and objectives, health equity values, and other aspects necessary to staff a strong SMFSA.	January 30, 2019- March 31,2019
2) Network Manager or Contractor staff will attend the January, 2019 SMFSA retreat to identify project goals, building on the previous strategic plan, with an emphasis on identifying roles for moving existing efforts and opportunities forward.	January – March, 2019
3) The Network Manager will need to build relationships with SMFSA members, key stakeholders, the previous facilitator, local community-based organizations, and county staff to identify roles and responsibilities for moving the work outlined in the SMFSA strategic plan forward.	January-March, 2019 On-going
4) Through meetings with SMFSA members, partners, and other stakeholders, the Network Manager will learn more about	January-June, 2019

<p>the opportunities and challenges of staffing the SMFSA under the previous facilitated model and transitioning to the new network manager model.</p>	
<p>5) Through meetings with SMFSA members, partners, and stakeholders, the Network Manager will learn more about the opportunities and challenges of staffing the SMFSA in order to ensure strong membership engagement and to develop an implementation plan that enables the SMFSA to affect positive change in the local food system.</p> <ul style="list-style-type: none"> • The Network Manager will share key learnings and draft implementation plan with SMC Health and SMC Office of Sustainability staff and SMFSA Steering Committee 	<p>January-September, 2019</p>
<p>6) The Network Manager will solicit feedback from all SMFSA members; consider surveys, interviews, or focus groups. Work with members to identify policy and program opportunities that either have momentum or momentum can be built around that support a healthy and equitable food system, with emphasis on priorities identified in the Strategic Plan.</p>	<p>On-going</p>

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.

<p>1) In partnership with key SMFSA partners, the Network Manager will identify key stakeholders that should be engaged to help direct the strategic efforts of the SMFSA and to potentially join the SMFSA as members.</p>	<p>January-March, 2019</p>
<p>2) Develop a strategy for authentic community engagement to support a diverse SMFSA membership that represents the various communities in San Mateo County by outreaching to community leaders and community based organizations that represent communities of color.</p>	<p>January-December, 2019 On-going</p>
<p>3) 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.</p>	<p>March-June, 2019 On-going</p>
<p>4) The Network Manager will support SMFSA members to engage the necessary stakeholders and support the advancement of the SMFSA priorities and policy interests.</p>	<p>On-going</p>

C. Management of SMFSA and Committee meetings and bi-annual strategic planning retreat

Network Manger will coordinate all monthly SMFSA General meetings and will provide support to the SMFSA steering committee, Farm to School committee, Policy and Urban Ag committee meetings, as well as any additional ad hoc committees that are created. Meeting locations will be located throughout the county to reduce regional bias in representation at SMFSA meetings. Contractor will work with SMFSA members to identify meeting locations.

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.

<p>1) Identify locations to hold monthly SMFSA General Meetings and work to reserve facilities in advance. The date, location and time for each SMFSA General Meeting for the year should be confirmed 6 months in advance. A calendar invite should be sent with meeting details to all SMFSA members.</p>	<p>January-March, 2019 On-going</p>
<p>2) Work with Steering Committee members to organize an annual or bi-annual retreat to develop a strategic plan for the work of the SMFSA. The retreat should include the following topics:</p> <ul style="list-style-type: none"> • Review of the purpose of the SMFSA • Facilitated strategic planning process to identify opportunities, goals and objectives of the SMFSA as outlined in the <i>Vision for a San Mateo County Food and Farm Bill</i> • Understanding of equity, diversity and values of cultural humility • Understanding of the diverse communities that comprise San Mateo County • Review of San Mateo County's place with the larger regional food system 	<p>On-going</p>
<p>3) Support various SMFSA committees as needed by taking notes, supporting communications, identifying meeting locations, etc.</p>	<p>On-going</p>
<p>4) Establish and maintain the SMFSA's website, within the San Mateo County Health website to promote the work of the SMFSA and support broader community engagement strategies, including dissemination of reports and other documents.</p>	<p>On-going</p>
<p>5) Maintain SMFSA listserv and shared documents on the Google Drive that is accessible to all members.</p>	<p>On-going</p>
<p>6) Be responsive to outreach, requests, engagement of FSA members to nurture a strong relationship and collaboration.</p>	<p>On-going</p>

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.

<p>Outcome(s): Plan and implement the Collective Impact Model for the work of the SMFSA 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.</p>	
<p>1) Engage key SMFSA members and stakeholders in a professional learning process to better understand the Collective Impact Model framework.</p>	<p>January-June, 2019</p>
<p>2) In alignment with the SMFSA Strategic plan, develop a plan to establish the five pillars of the Collective Impact Model for the SMFSA: 1) Develop a common agenda; 2) Identify Common Progress Measures; 3) Identify Mutually reinforcing activities; 4) Oversee communications; 5) Contractor serves as the backbone organization</p>	<p>March-June, 2019 On-going</p>
<p>3) Identify potential funding sources to allow for full implementation of the Collective Impact Model framework in support of SMFSA priority areas.</p>	<p>January, 2019-December 31, 2019</p>

E. Program Development and Implementation

Provide support and technical assistance to SMFSA partner organizations to develop fundable projects and strategic partnerships to attain the goals and objectives of the SMFSA strategic plan. Goals and objectives outlined in the strategic plan should align with the *Vision for a San Mateo County Food and Farm Bill*.

<p>Outcome(s): Develop and operationalize a strategic plan and related annual work plans based on existing documents including the <i>Vision for a San Mateo County Food and Farm Bill</i>.</p>	
<p>1) Develop a list of potential grant and funding opportunities that partner organizations can pursue to support the mission of the SMFSA.</p>	<p>January 1, 2019- December 31, 2019</p>
<p>2) Serve as the fiscal sponsor and support grant-writing as strategically appropriate for SMFSA partners and member organizations to pursue additional funding. In the case that support from CAFF's Senior Manager for Finance and Grants exceeds that within the scope of the contract, the Manager will be separately contracted and at hourly rate of \$76.</p>	<p>January 1, 2019-June 30, 2021</p>
<p>3) Leverage contractors existing programs to provide technical assistance and support for the various food and farming initiatives of the SMFSA including the Farm to Cafeteria work to support implementation of the Anchor Institution model in local hospitals and explore opportunities to expand to other large institutional purchasers, such as community colleges.</p>	<p>February 1, 2019 – June 30, 2021</p>
<p>4) Introduce SAGE to SMFSA steering committee and/or full membership to identify opportunities for collaboration between SMFSA partner organizations. Potential areas of focus include developing regional food system partnerships and accessing public lands for urban and peri-urban agriculture.</p>	<p>March-September, 2019</p>
<p>5) Introduce Abbe & Associates to SMFSA steering committee and/or full membership to develop specific scopes of work in partnership with CAFF in supporting activities and goals of the SMFSA. Potential projects include support of existing food recovery efforts in region and development</p>	<p>March-September, 2019</p>

of new strategies to support these efforts.	
6) Leverage expertise of subcontractors Abbe & Associates and SAGE to provide technical assistance to member organizations and to meet the SMFSA goals and objectives as needed.	March 1, 2019 – June 30, 2021
7) Identify additional priority areas as necessary for the SMFSA to focus on including food policy, urban agriculture, regional food systems engagement, preservation of agricultural lands and food recovery.	On-going

F. Reporting, Evaluation and Monitoring:

Network Manager will schedule monthly in-person or phone meetings with HPP and OOS staff to check-in on progress and discuss successes and challenges with implementation of the SMFSA. Meetings will be cancelled if deemed unnecessary. Contractor will submit quarterly reports to HPP staff to provide a summary of progress made using the templates provide by HPP staff. Network Manager will work with the SMFSA to monitor and review progress towards measureable goals and support evaluation efforts. Strategies will be identified to measure the SMFSA's ability to achieve goals and objectives outlined in the strategic plan.

Outcome(s): Engage in on-going dialogue with HPP and OOS staff to provide updates on SMFSA implementation.	
1) Coordinate with HPP and OOS staff to schedule dates and times for monthly check-in phone calls or in-person meetings.	January 30, 2019
2) 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.	May 31, 2019 Update as Needed
3) Submit semiannual reports (middle of the calendar year) using templates provided by staff.	June 30, 2019 June 30, 2020

4) Participate in annual evaluation of SMFSA; consider using focus groups, interviews and/or surveys.	November/December 2019 November/December 2020 May 2021
5) Contribute to annual evaluations and reports that will reflect accomplishments and a vision for future work.	January 2020 January 2021 June 2021

Exhibit B

In consideration of the services provided by Contractor pursuant to Exhibit A, **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:

1. **Amount and Method of Payment**

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 AND SEVENTY FIVE THOUSAND (\$375,000)**. The county shall pay the contractor in accordance with the following program expenses described below:

B. Budget

Expense	Amount
Network Manager (1 FTE)	\$ 208,182
Executive Director (3% FTE)	\$11,594
Senior Program Manager (20% FTE)	\$42,254
Financial Manager (3% FTE)	\$7,062
Communications & Outreach Coordinator (3% FTE)	\$5,879
Subcontracts- (SAGE and Abbe & Associates)	\$ 36,250
Travel	\$ 16,600
Meetings	\$ 7,000
Subtotal	\$334,821
Indirect Expenses (12%)	\$ 40,179
TOTAL	\$ 375,000

C. Method of Payment and Invoicing:

- 1) All invoices shall include
 - A detailed list of the services to be provided,

- Staff title or name and percentage of time expected to be expended by staff person(s) during the invoicing period, and
- 2) If total costs are expected to be less than the amount listed in the invoice, contractor will only invoice for the anticipated costs.
 - 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 without written pre-approval from the county. "Costs shall also not exceed the stated amounts and should account for staff retention and continuity through duration of the contract"
 - 5) Contractor shall submit invoices using the following schedule:

	Invoice Amount	Due Date
Invoice #1: shall include services that will be provided through March 31, 2019 as described in Exhibit A.	\$ 37,500	February 1, 2019
Invoice #2: shall include services that will be provided through June 30, 2019 as described in Exhibit A.	\$ 37,500	June 15, 2019
Invoice #3: shall include services that will be provided through September 30, 2019 as described in Exhibit A.	\$ 37,500	July 15, 2019
Invoice #4: shall include that will be provided through December 31, 2019 as described in Exhibit A.	\$ 37,500	September 1, 2019
Invoice #5: shall include that will be provided through March 30, 2019 as described in Exhibit A.	\$ 37,500	December 1, 2019
Invoice #6: shall include that will be provided through June 30, 2020 as described in Exhibit A.	\$ 37,500	March 1, 2020

Invoice #7: shall include that will be provided through September 30, 2020 as described in Exhibit A.	\$ 37,500	June 1, 2020
Invoice #8: shall include that will be provided through December 31, 2020 as described in Exhibit A.	\$ 37,500	September 1, 2020
Invoice #9: shall include that will be provided through March 30, 2021 as described in Exhibit A.	\$ 37,500	December 1, 2020
Invoice #10: shall include that will be provided through June 30, 2021 as described in Exhibit A.	\$ 37,500	March 1, 2021

6) 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: _____

7) Payments received are to cover all costs of the Contractor, including, but not limited to, staff time, paperwork, travel, copies, and materials/equipment.

- Travel will not exceed \$16,600, Meetings cost will not exceed \$7,000 and indirect costs will not exceed \$40,179 for the duration of the contract.
- Itemized receipts for travel and 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...

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