

DRAFT

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

Agreement between the City and County of San Francisco and

**[Insert name of contractor]
[Insert agreement number (if applicable)]**

This Agreement is made this [insert day] day of [insert month], [insert year], in the City and County of San Francisco (“City”), State of California, by and between [name and address of Contractor] (“Contractor”) and City.

Recitals

WHEREAS, the City Administrator’s Office, Real Estate Division (“RED”), wishes to procure food assistance program accounting and reporting services from a non-profit fiscal sponsor for the Alemany Farmers’ Market from Contractor; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS, Contractor was competitively selected pursuant to Sourcing Event ID 0000008392; and

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code and there is no Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, approval for the Agreement was obtained on 06/07/2023 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 38171-22/23 in the amount of \$87,000.00 for the period commencing 09/01/2023 and ending 08/30/2023; and

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 “Agreement” means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 “City” or “the City” means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and RED.

1.3 “City Data” means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.4 “CMD” means the Contract Monitoring Division of the City.

1.5 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.6 “Contractor” or “Consultant” means [insert name and address of contractor].

1.7 “Deliverables” means Contractor’s work product resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.8 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.9 “Party” and “Parties” means the City and Contractor either collectively or individually.

1.10 “Services” means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on [insert Contractor’s start date] and expire on [insert expiration date], unless earlier terminated as otherwise provided herein.

2.2 The City has two options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2 Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 Compensation.

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Ninety-Seven Thousand Dollars (\$97,000). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 Payment Limited to Satisfactory Services and Delivery of Goods. Contractor is not entitled to any payments from City until City approves the goods and/or Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide goods and/or Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of goods delivered or Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 Reserved (LBE Payment and Utilization)

3.3.6 Reserved (Getting Paid by the City for Goods and Services).

3.3.7 Reserved (Grant Funded Contracts).

3.3.8 Payment Terms.

(a) **Payment Due Date:** Unless City notifies Contractor that a dispute exists, funds of up to \$65,000 shall be transferred to a predetermined bank account quarterly for the issuance of reimbursement of checks to qualified vendors and the Contractor's fiscal management services. Delivery schedules for reconciliation, transaction, and other reports regarding this account will be based on procedures and timelines stated in Appendix A, Scope of Services. Payment is deemed to be made on the date on which City transferred funds to the account.

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false

claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

3.6 Reserved (Payment of Prevailing Wages)

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services stated in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 Personnel

4.2.1 Qualified Personnel. Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.2.2 Reserved. (Contractor Vaccination Policy)

4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 Independent Contractor. For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local

law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.5 Assignment. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A

change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

4.6 **Warranty.** Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

4.7 **Reserved (Liquidated Damages).**

4.8 **Reserved. (Bond Requirements)**

4.9 **Fidelity Bond or Blanket Crime Policy.** Contractor shall maintain throughout the term of this Agreement, at no expense to City, a blanket fidelity bond or a Blanket Crime Policy (Employee Dishonesty Coverage) covering all officers and employees in an amount of not less than \$50,000.00.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 **Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations..

(b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable. Auto Liability coverage is required unless the contractor submits a written statement that it will not use personal or company vehicles to perform its contractual obligations. If not applicable, delete and enter

(c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than **\$1,000,000** each accident, injury, or illness.

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than **\$1,000,000** for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Reserved (Technology Errors and Omissions Liability Coverage)

(f) Reserved (Cyber and Privacy Coverage)

(g) Reserved (Pollution Liability Insurance).

5.1.2 Additional Insured Endorsements

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

- (b) Reserved (Commercial Automobile Liability Insurance).
- (c) Reserved (Commercial Automobile Liability Insurance Additional Insured Endorsement)

5.1.3 Waiver of Subrogation Endorsements

(a) The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.4 Primary Insurance Endorsements

(a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) Reserved. (Commercial Automobile Liability Insurance Primary Insurance Endorsement).

(c) Reserved. (Pollution Liability Insurance Primary Insurance Endorsement)

5.1.5 Other Insurance Requirements

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS,

ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Reserved. (Possessory Interest Taxes)

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding

subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

8.2.2 Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(a) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(b) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(c) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.3 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.

8.2.4 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.5 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **Non-Waiver of Rights.** The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts – Disallowance (Reserved)	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this Agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Consideration of Salary History. Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or “Pay Parity Act.” Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee’s salary history without that employee’s authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements.

10.5.1 Nondiscrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7 Minimum Compensation Ordinance. If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the

listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

10.8 Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. .

10.9 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Reserved. (Slavery Era Disclosure)

10.13 Reserved. (Working with Minors) .

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Public Access to Nonprofit Records and Meetings. If Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor must comply with the City’s Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.16 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 Reserved. (Distribution of Beverages and Water)

10.18 Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.19 Reserved. (Preservative Treated Wood Products)

Article 11 General Provisions

11.1 Notices to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:

Deputy Director
City and County of San Francisco
City Administrator's Office – Real Estate Division
25 Van Ness Avenue
Suite 400
San Francisco, CA 94102
RealEstateAdmin@sfgov.org

To Contractor: **[insert name of contractor, mailing address, and e-mail address]**

Any notice of default must be sent by registered mail or other trackable overnight mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the Parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or

controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement. This contract sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated [Insert Date of Proposal]. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy,

inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

Article 12 Department Specific Terms

12.1 Reserved.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 Confidential Information. In the performance of Services, Contractor may have access to, or collect on City's behalf, City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.1.3 Reserved. (Payment Card Industry ("PCI") Requirements)

13.1.4 Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

13.2 Reserved. (Business Associate Agreement)

13.3 Management of City Data and Confidential Information.

13.3.1 Use of City Data and Confidential Information. Contractor agrees to hold City's Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City's Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Data outside the United States is subject to prior written authorization by the City. Access to City's Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.3.2 Disposition of Confidential Information. Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City's Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.4 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

Article 14 MacBride And Signature

14.1 MacBride Principles - Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

[company name]

[Department Head Name or Authorized Designee]]
[Title]
[Department]

[name of authorized representative]
[title]
[optional: address]
[optional: city, state, ZIP]

Approved as to Form:

City Supplier Number: [Supplier Number]

David Chiu
City Attorney

By: _____
[name of Deputy City Attorney]
Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract Administration,
and Purchaser

Appendices

- A: Scope of Services
- B: Calculation of Charges

Appendix A

Scope of Services

1. Description of Services

A. Staffing

Although desired, not mandatory, providing adequate staffing and infrastructure (excluding an EBT point of sale machine which is already on-site) to provide on-site services each Saturday to farmers' market customers, from 7AM – 2PM, who would like to use any of the supplemental purchasing programs: EBT, MarketMatch, EatSF vouchers, WIC FMNP and the Seniors FMNP. On-site responsibilities (likely to be 1 – 2 staff persons) include, but are not limited to:

- Obtain tokens, unique to AFM, for the various food assistance programs (EBT, MarketMatch, EATSF)
- Provide tokens to customers in exchange for EBT payment or EATSF vouchers
- Provide receipts to farmers for token redemption
- Provide reimbursement checks to vendors based on receipts
- Return EatSF vouchers to UCSF for payment
- Deposit WIC FMNP and Seniors FMNP coupons
- Manage token inventory (ordering tokens, handing out tokens, reconciliation)
- Establish and maintain appropriate cash handling procedures
- Establish and maintain appropriate internal fiscal controls
- Maintaining and securing program equipment and supplies (can be at the Market's office on-site)
- Services should be offered in English, and Spanish and/or Chinese
 - All written materials must be available in English, Spanish and Chinese, at a minimum.

Proposer may currently not have employees for such services. Discussions with City regarding the use of independent contractors can be made upon selection.

B. Administration, Accounting, Reconciliation

The Proposer will be responsible for all administrative, accounting, and reconciliation of the Food Assistance Programs available at the Market, including, but not limited to:

- Opening designated and separate Alemany Farmers' Market bank account and ledger for the EBT State Funds and the City's program funds to be deposited to and for disbursement of said funds as reimbursement of the tokens redeemed by the farmers
 - All amounts deposited into the Account will be used for the food assistance programs, less administrative charges, if any, and subject to the terms and conditions of the City's and Proposer's contract

- Assume financial, fiduciary and legal responsibility for the deposited funds and reimbursement checks and supportive accounting
- Contract with Ecology Center (at no cost) to facilitate the continued availability of the Market Match program at the Market and compliance with its requirements
- Accounting, reporting and reconciliation of each food assistance program, funds, tokens, receipts and reimbursements
- Proposer will maintain all financial records relating to the Project according to generally accepted accounting principles, retain records as long as required by law, and make records available to auditors as required by law
- Proposer will reflect the activities of the Project, to the extent required, on their state and federal government tax returns and financial reports. All disbursements from an Account shall be treated as payments made to or on behalf of the City to accomplish the purposes of the Project. The City will provide the Fiscal Sponsor with proper documentation to accomplish this, including furnishing the Fiscal Sponsor with the City's Federal Employer Identification Number.

C. Reporting

- Weekly accounting to Real Estate Division, City's Finance/Accounting
 - Bank deposits
 - Checks distributed, name, value
 - Checks cashed, name, value
 - Tokens distributed, type, number, value
 - Tokens redeemed, type, number, value
- Monthly reports to Ecology Center
 - Number of transactions (EBT, Market Match, etc.)
 - Dollar amounts
 - Tokens handed out and redeemed (identified by color and number)
 - Total number of CalFresh transactions (weekly)
 - Dollar amount of each program distributed (weekly)
 - Dollar amount of each program redeemed (weekly)
- Yearly Accounting Report and Reconciliation

D. Other Services.

Attend monthly meetings for status reports, reviews, issues, consultations, with City Staff, and community groups, as well as for other meetings on an as needed basis.

PLEASE FURTHER NOTE that the City does NOT reimburse for any travel costs incurred in the regular course of a City transaction, including but not limited to, mileage, parking,

airfare, taxi, Lyft, Uber or rental car expenses, nor does the City regard travel time to or from such meetings as noted above, to be billable.

E. Food Assistance Programs Policies and Procedures Information

REAL ESTATE DIVISION ALEMANY FARMERS' MARKET FOOD ASSISTANCE PROGRAMS OFFICE PROCEDURES

—

The Real Estate Division's (RED) Alemany Farmers' Market regularly has over 5,000 visitors and over 100 farmers' stalls at the Market. The Market receives cash (coins, bills of U.S. Currency) and checks (personal, cashier's, and money orders) in person. Some of the cash and checks is related to several food assistance programs available at the Market. RED desires to continue to provide these programs.

POLICY

It is RED's policy that all cash and checks received by RED shall be forwarded to Accounting or deposited with the Treasurer or a City bank account no later than the next business day after its receipt. Cash and checks receipt transactions should be recorded in the City's financial system on or about the same time the money is deposited. With pre-approval from AOSD Fund Accountants, exceptions to this timeframe may be granted, but cash and check receipts must be recorded in the financial system no later than fifteen (15) calendar days after receipt of funds.

PROCEDURE

The custodian of every cash fund is responsible for the integrity of the cash fund. Employees should understand their accountability for all monies (cash and checks) which are the property of the City and County of San Francisco. These policies and procedures are for the protection not only of the City and County of San Francisco monies, but also those employees charged with cash handling. Below are the procedures for receiving cash and checks at the Alemany Farmer's Market for food assistance programs.

I. PROGRAMS

A. ELECTRONIC BENEFITS TRANSFER (EBT)

The Electronic Benefits Transfer (EBT) system is used in California for the delivery, redemption, and reconciliation of issued public assistance benefits, such as CalFresh, CalWorks, and other food and cash aid benefits.

- Alemany Farmers' Market serves approximately 350 – 400 EBT participants each week.
- Alemany Farmers' Market EBT tokens are plastic, gold, with lettering "San Francisco Alemany Farmers' Market" and worth one dollar (\$1.00) each.



- These tokens can only be used at the Alemany Farmers' Market.
- Farmers may redeem the tokens at the Alemany Farmers' Market and receive a check.
- EBT tokens have been purchased from
"Resource Supply LLC"
1355 Fairfax Ave
San Francisco, CA 94124
415-519-5569
greg@resourcesupplysf.com

PLEASE NOTE WE HAVE TO FIND A NEW VENDOR

B. MARKET MATCH PROGRAM (MM)

Market Match is California's healthy food incentive program, which matches customers' federal nutrition assistance benefits. Alemany Farmers' Market matches up to \$10 (per day) EBT at the Market. For example, upon swiping the EBT card, for \$5.00, customers receive \$5.00 worth of MM tokens to spend on any CalFresh eligible food items at the Market.

- Market Match tokens are plastic, silver, with lettering stating “Alemany Farmers’ Market” on them and worth \$1.00 each.



These tokens can only be used at the Alemany Farmers’ Market.

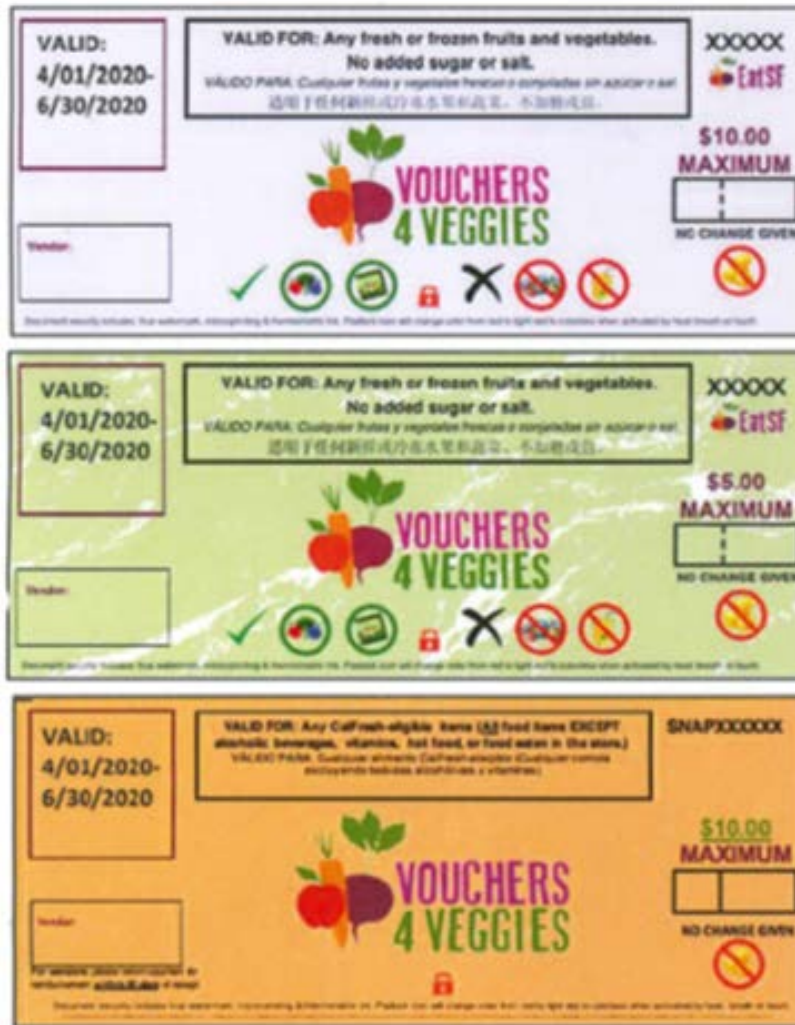
- Farmers may redeem the tokens at the Alemany Farmers’ Office and receive a check.
- Market Match tokens have been purchased from
Wooden Nickle
Texas

PLEASE NOTE WE HAVE TO FIND A NEW VENDOR

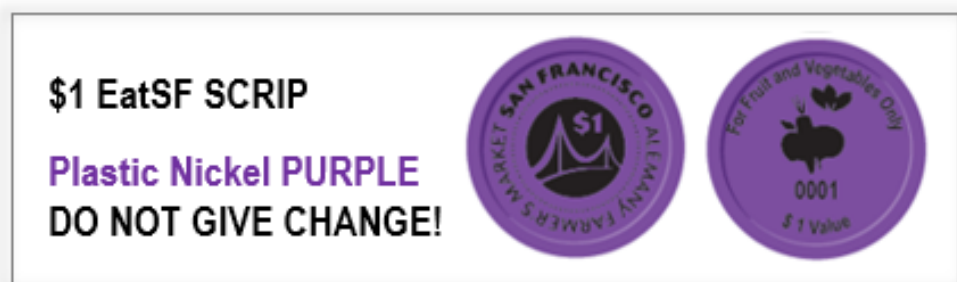
C. EATSF

The EatSF voucher program participants receive monthly vouchers. They are able to come to Alemany Farmers’ Market, exchange vouchers for tokens, to buy fresh fruits and vegetables.

- Vouchers have up to \$10.00 value and are valid for two months.



- Tokens are purple, with lettering stating “Alemany Farmers’ Market” on them and worth \$1.00 each. Exchanged for purple and green vouchers.



- Tokens are Orange, with lettering stating “Alemany Farmers’ Market” on them and worth \$1.00 each. Exchanged for orange vouchers.



D. WIC and SENIOR FARMERS' MARKET NUTRITION PROGRAM (FMNP)

Customers may use WIC and Senior FMNP checks directly with the twenty-five WIC Authorized Farmers at the Market.

State of California		750- XXXXXXXXX
WIC Farmers' Market Nutrition Program		90-1342 1211
First Day to Use: May 1, 2019	Last Day to Use: Nov. 30, 2019	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> \$ 10 Ten Dollars </div>
		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> No Change Given </div>
Pay to the order of: <u>WIC Authorized Farmer</u>		
Good only for fresh fruits, vegetables, and cut herbs. Good only at WIC authorized California farmers' markets. Not valid at grocery stores. Lost and/or stolen checks will not be replaced. Payable through the California State Treasurer's Office. For a list of WIC authorized markets, contact your WIC Local Agency.		
		<div style="border: 1px solid black; padding: 5px;"> Farmer Vendor 6-digit ID number (REQUIRED) NON NEGOTIABLE SAMPLE Not valid if 6-digit ID number is missing Void if deposited after 12/15/2019 </div>
@O 750 @ 1211 1234 23 7777777777 @		

2019 SENIOR FARMERS' MARKET NUTRITION PROGRAM

786- XXXXXXXXXX

90-1342
1211

\$10 Ten Dollars

No Change Given

Farmer Vendor 8-digit ID number (REQUIRED)

Not valid if 8-digit ID number is missing

Void if deposited after 12/31/2019

First Day to Use: **May 1, 2019** Last Day to Use: **Nov. 30, 2019**

Pay to the order of: WIC-Authorized Farmer

- Good only for fresh fruits, vegetables, cut herbs, and honey.
- Good only at WIC authorized California farmers' markets.
- Not valid at grocery stores. Lost and/or stolen checks will not be replaced.

Payable through the California State Treasurer's Office
For a list of WIC authorized markets go to cdfa.ca.gov/go/sfmrnp
For assistance contact CDFA at grants@cdfa.ca.gov or 916-657-3231

⑈0786⑈ ⑆121113423⑆ XXXXXXXXXX ⑆

- WIC vouchers (checks) are valid from May 1st until November 30th of the current year.
- Farmers are required to post signs “*WIC and Senior Farmers Market Checks Welcome*”.
- Farmers may redeem the WIC and FMNP checks at the Alemany Farmers' Market Office.
- Checks can be \$10.00
- WIC and FMNP checks redeemed by farmers are forwarded to Accounting each Monday

II. INVENTORY AND STORAGE

A. EQUIPMENT

- Two POS Card Readers
 - One is programmed to save card information, data, for each EBT purchase
 - One is programmed to track distribution of Market Match tokens.
- EBT POS Terminal VX680 (wireless)
FNS #0016629
Helpline: 1 (866) 328-4212
- Computer (for Market Match) on top of counter

- Friday, EBT Terminal – Charge Battery
- Saturday, EBT POS Terminal Sign-on
(Key in 3-digit ID and 4-digit password)
- Saturday, EBT Market Match Tracking Database
Login into PC on counter and
open card reader database (filename: EBT Track Database
Ver 2)

B. TOKENS

1. Ordering

Both EBT and Market Match tokens were ordered from two different vendors by A Better Course. Unfortunately, both vendors are located in states the City does not do business with currently. RED will be looking for new vendors and if warranted conducting and Request for Proposals.

Market was given the EatSF tokens and has never had to purchase anymore. The Market still has about 2,377 EatSF tokens stored in the safe at Alemany.

2. Storage

- a. Tokens arrive at 25 Van Ness.
- b. Tokens are immediately counted by the Market Manager to ensure we have the correct number ordered (if they cannot be counted upon arrival, jump to step “c”).
- c. Tokens are stored in the locked Storage Closet just outside of Room 400, in two locked filing cabinets.
- d. The Director’s Assistant has the key to the cabinets locked in a drawer in their desk.
 - The Deputy Managing Director has an extra cabinet key locked in a drawer in their desk.
- e. On site Alemany staff supervisor will request tokens from Market Manager via email, copying Director’s Assistant, stating number and type needed for the next day, if any.

- f. Market Manager checks out cabinet key from Director's Assistant with copy of email.
- g. Market Manager will count out number of each type of token requested noting same on the spreadsheet for the cabinet/drawer (date of withdrawal, number of tokens, type and who removed them).
- h. Director's Assistant double checks number of tokens removed on copy of spreadsheet with Director's Assistant and initials the withdrawal.
- i. Market Manager responds to token email request (to Market Supervisor) and confirming soon delivery of same (copy Director's Assistant).
- j. Upon arrival at the Alemany Farmers' Market, Market Supervisor counts the tokens and confirms in email back to Director's Assistant and Market Manager receipt of the number of tokens and type.
- k. Tokens are placed into trays (500 per tray) and serial numbers are logged into spreadsheets. Tokens are placed into the safe at the Alemany Farmers' Market Office. Combination is known only to Market Supervisor, Market Manager and Deputy Managing Director.

III. TRANSACTIONS

A. EBT and MARKET MATCH

- 1. Customer enters Alemany Farmers' Market office.
- 2. RED asks customer how much EBT the customer desires to purchase.
- 3. RED processes the EBT purchase transaction into EBT POS Terminal:
 - Select EBT – F4,
 - Select FOOD STAMPS – F2,
 - Select PURCHASE – F2
 - Type in the purchase amount, then press ENTER,
 - Swipe the customer's EBT card
 - Have the customer type in their PIN and then press ENTER.

4. Two (2) Transaction Receipts
 - The terminal will automatically print a Customer Receipt (at the bottom of the receipt it will have CUSTOMER RECEIPT)
 - The terminal will give you the option of printing a MERCHANT RECEIPT. Enter YES (This is kept by RED for day's reconciliation.)
 - MM tokens are automatic with EBT
 - Customers can receive up to \$10.00 of MM per Market day (\$5.00 of EBT means \$5.00 Market Match)
5. Market Match
 - MM tokens are automatic with EBT
 - Customers are capped at \$10.00 of MM per Market day (\$5.00 of EBT means \$5.00 of Market Match tokens)
 - RED slides customer's EBT card through card reader (Market Match data) which is connected to a computer/monitor (on the counter).
 - An "alert," "**Repeat Customer**" will pop-up on the computer screen to notify staff that this is not the customer's first purchase of the day. At that time, the customer will be informed that they can purchase more EBT tokens but can only receive up to \$10.00 per day of Market Match tokens.
6. At the end of the day, RED prints out an EBT POS "Terminal Report" listing the total dollar amount of EBT tokens purchased and total number of transactions.
7. EBT POS Terminal Report and Merchant Receipts are forwarded to Accounting on Monday.

B. EatSF

1. Staff accepts EatSF vouchers from participants (\$5.00, \$10.00).
2. Staff gives customer same amount in tokens (\$1.00 each).
3. Staff counts total vouchers received each week and notes same.
4. Staff holds vouchers received each week, if any, in a lock file cabinet in the Manager's Office.

5. At the end of each month, vouchers are sent to UCSF (EATSF Voucher Program, University of California San Francisco, PO Box 410330, San Francisco, CA 94141-9800) with an invoice and Voucher Deposit Slip for reimbursement.

When the invoice and vouchers are mailed, a copy is emailed to Michael Pon, Michael.Pon@ucsf.edu. The invoice is processed from the email received to speed up payment.

6. Payments from UCSF are sent to 25 Van Ness and the check is forwarded to Accounting for deposit. A scanned copy of the check is emailed to the Market Manager and Market Supervisor.



INVOICE
#80221

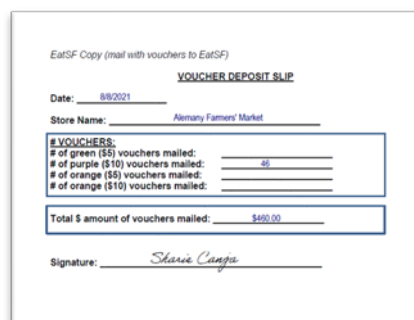
Invoice for: SF General Hospital Foundation
EATSF Program

Invoice #: EATSF 4/18/2019
Phone pay within 30 days of receipt

Valid Date	Description	Qty	Value	Total
7/1/2021	EatSF Food Voucher - Purple \$10	12	\$10.00	\$120.00
7/1/2021	EatSF Food Voucher - Purple \$10	2	\$10.00	\$20.00
7/1/2021	EatSF Food Voucher - Purple \$10	12	\$10.00	\$120.00
7/1/2021	EatSF Food Voucher - Purple \$10	10	\$10.00	\$100.00
7/1/2021	EatSF Food Voucher - Purple \$10	5	\$10.00	\$50.00
Total - Purple Vouchers			41	\$400.00
Total Amount Due				\$400.00

Please make check or money order payable to:
Alemany Farmers Market
Real Estate Division
Attn: Wayne Chang
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Office of the Director of Real Estate • 25 Van Ness Avenue, Suite 400 • San Francisco, CA 94102
(415) 554-9850 • FAX: (415) 552-9278



EatSF Copy (mail with vouchers to EatSF)

VOUCHER DEPOSIT SLIP

Date: 8/9/2021

Store Name: Alemany Farmers Market

VOUCHERS:

of green (\$5) vouchers mailed: _____

of purple (\$10) vouchers mailed: 40

of orange (\$5) vouchers mailed: _____

of orange (\$10) vouchers mailed: _____

Total \$ amount of vouchers mailed: \$400.00

Signature: Shirley Chang

PLEASE NOTE: Tokens were originally purchased by A Better Course. Staff has never had to purchase any.

C. WIC and Senior FMNP (Farmers' Market Nutritional Program)

- Staff directs customers to farmers with signs posted *"WIC and Senior Farmers Market Checks Welcome"*.
- WIC checks come in \$10.00 amounts; Senior FMNP in \$10.00 amounts.
- Farmers then redeem the WIC checks in the Alemany Farmers' Market office.

IV. REIMBURSEMENT TO FARMERS

A. Reimbursement for Tokens, WIC and FMNP Checks

1. Farmers bring the tokens and/or WIC Checks to the counter in the Alemany Farmers' Market Office.
2. Staff counts the tokens and checks in the presence of the farmer.
3. Staff ensures the tokens are stamped "Alemany Farmers' Market".
4. Staff ensures the WIC Checks are not expired. Last day farmers can accept WIC checks is November 30th of the current year.
5. Staff ensures farmer's 6-digit ID # is either written or stamped on the front of each check.
6. Staff takes a photo of the original receipt, tokens and/or WIC, FMNP checks.
7. The farmer receives a receipt, with a breakdown of amounts received for EBT, Market Match, EatSF tokens and/or WIC and FMNP checks.

B. Reimbursement Checks to Farmers

Redeem checks to farmers are issued from an AFM's Bank of America checking account and must be entered in CashPro before distribution. Each Monday after the Saturday farmers' market, staff drafts checks and acknowledgement receipts for each farmer who turned in tokens/WIC checks.

1. Staff completes the EBT Check Redemption Report
 - Enter the farmer's name
 - Check number
 - Check amount
 - Includes breakdown of tokens (type and amount) and/or FMNP checks redeemed to that farmer
 - Print
2. Login into Cashpro with User ID and Password
 - Submit check information, go to inquiry, print two copies and logout.
 - Put one copy into Accounting Packet
 - File second copy with EBT Check Redemption Report

3. After checks are submitted in Cashpro, email the EBT Check Redemption Report to: Accounting and cc: Wayne Giang and Philip Anih.
4. Check distribution: Farmers are reimbursed for tokens and/or WIC checks from prior week (or Farmers receive reimbursement the week after signing an EBT Check Redemption Report).
 - Farmers must sign both the EBT Check Redemption Report and receipt to acknowledge acceptance of the check.
 - Staff copies the signed report, attaches receipts (yellow carbon-copy) and puts them into Accounting packet.
 - The original executed EBT Check Redemption Report is filed with receipts (pink carbon-copy) at the Alemany Farmers' Market Office.

V. RECONCILIATION (End of Day)

1. EBT POS Terminal Report is printed and photocopied along with the Merchant Receipts.
2. EBT Merchants Receipts are gathered and attached to EBT POS Terminal Report to be placed into accounting packet.
 - File photocopy.
3. Print EBT Tracking Database (second card reader).
4. Compare totals purchases and total amounts sold between EBT Terminal Report and EBT Tracking Database Report.
 - Sign-off EBT POS Terminal and put it (the actual machine) in the safe.
 - Exit EBT Daily Tracking Database and turn off computer.
5. Complete the EBT Weekly Tracking Log (token inventory):
 - Count EBT tokens, Market Match tokens and EatSF tokens
 - Place all tokens in the safe
 - Update log
 - Email log to Market Manager, Director's Assistant, and Accounting

VI. DEPOSITS

- The EBT POS records transactions directly with the EBT office database in real time.
- The EBT Office credits the Alemany Farmers' Market checking account (B of A account on record) through a wire transfer the next day (or Monday in our case).
- WIC checks received by Market staff are forwarded to Accounting (via Sheriff's Deputies), along with checks and cash for stall payments from farmers and vendors, each Monday and deposited into the AFM deposit/checking account.
- Market Match report showing number of tokens given out each week is forwarded to Accounting each Monday.
- A monthly report (formerly going to A Better Course for reimbursement payments) will now go weekly to Accounting for monthly disbursement of funds to continue to accept Market Match tokens.

CONTACT INFORMATION

Calfresh EBT

California Department of Social Services, Sacramento, California
For all matters related to EBT ... Edna Simbi at edna.simbi@dss.ca.gov Or
CDSSEBT@dss.ca.gov
Farmers Markets and Direct Farmers Matthew Stephens
(Matthew.Stephens@dss.ca.gov)
For replacement devices Mark Nelson directly at
Mark.Nelson@fisglobal.com
ebtoperations@osi.ca.gov
For FNS inquiries: 312-353-6609

Market Match Program (MM)

EBT Daily Tracking Database ... for Assistance: Wayne Giang

WIC PROGRAM

San Francisco Department of Public Health
Priti Rane MS, RD, IBCLC 415-575-5716
Director of Nutrition Services
NEOP and WIC Program
Maternal Child and Adolescent Health

Vouchers 4 Veggies - EatSF Program

UCSF Center for Vulnerable Populations at Zuckerberg San Francisco General
Hospital and Trauma Center
San Francisco, CA 9411
Michael Pon, Analyst..... Email: michael.pon@ucsf.edu
Ronli Levi Email: Ronli.levi@ucsf.edu
Kelsey Long, MPH Phone: 628-206-5521, Email:
Kelsey.Long@ucsf.edu
Project Policy Analyst, Food Policy, Health, and Hunger Research Program
Division of General Internal Medicine

Accounting Department – Accounting Packet sent every Monday

City & County of San Francisco
1 Dr. Carlton B. Goodlett Place, Room 357
San Francisco, CA 94102

Marialuz Paltao-Morales	marialuz.paltao-morales@sfgov.org
Alice Un	alice.un@sfgov.org
Kenneth Li	Kenneth.Li1@sfgov.org
Malcolm Chee	malcolm.chee@sfgov.org

Memorandum of Understanding

1. Purpose of document

This Memorandum of Understanding (“MOU”) sets out understandings regarding branding and other aspects of the Market Match program (“Program”) established by the California Market Match Consortium (“CMMC”), a project of the Ecology Center (“EC”). CMMC members are located throughout California and include both operators of certified farmers’ markets (CFMs), other direct-marketing outlets, and community organizations that work with recipients of nutrition benefits. This MOU is designed to facilitate program consistency through branding and communication about the Program through use of a common trademark and messaging platform, as well as through information and resource sharing.

The parties to this MOU are the member of the consortium identified on the signature page (“Member”) and Ecology Center, in its capacity as a CMMC member and Market Match program manager (“Program Manager”) of the Program.

2. Program

Market Match is designed to offer incentives to federal nutrition benefit recipients to **purchase fruits and vegetables**, with no additives, at California farmers’ markets, and in some cases, other direct-marketing outlets, like farm stands and community supported agriculture (CSA) programs. Members promote the use of nutrition benefits at the farmers’ market in their communities and provide an incentive to increase buying power for participants in those programs. CMMC members are required to incentivize CalFresh (SNAP) benefit spending at the market and, in addition, may choose other federal nutrition benefit programs to accept and incentivize, such as WIC and Senior FMNP, through their local Market Match program based on their community needs, with the underlying goal of increasing access to healthy foods for benefit recipients.

3. Branding and communication

3.1 Marks and permitted use

Member may use the Market Match name, taglines, logo, and pre-approved Market Match materials set out in **Exhibit A** (together, “Marks”) for the sole purpose of operating the Program. Member’s use may include, for example, display on: (a) signage or banners at a market or nutrition benefit sign-up site; (b) websites, press releases, brochures, or other educational or outreach materials; (c) Market Match scrip or similar materials; and (d) grant applications, reports and other fundraising materials. Member may provide signage displaying the Marks to appropriate market vendors and permit them to use the Marks at the market in accordance with this MOU.

3.2 Communication

In order to facilitate consistency in Program experience, branding, and messaging across the state, Member will use the Marks and strive to communicate about the Program in accordance with the style guide and instructions provided by Program Manager. The current program requirements and style guide is attached to this MOU as **Exhibit A**.

3.3 Access and materials

Program Manager will provide Member access to the MarketMatch.org, back-end private website, including Market Match How-To Guide and Toolkit, reporting portal, and electronic versions of the Marks for use by Member in accordance with this MOU. Member will be responsible for procuring and paying for any printing costs associated with materials displaying the Marks. If resources are available, Program Manager may provide at-market signage for Member.

3.4

Non-permitted uses

In order to help maintain the integrity of the Marks, Member may not use the Marks: (a) on materials that promote a market itself or other program or relate to issues unrelated to the Program or its purpose; (b) on merchandise, such as t-shirts and hats, that promote a market or organization; or (c) for any purpose not related to the Program

3.5 Approval of proposed uses of the Marks

For brand protection and consistency reasons, Member will provide to Program Manager, for Program Manager's review, samples of all proposed uses of the Marks. Program Manager may object to any such sample by providing notice within seven days of receipt of the sample. Member will refine the use reflected in the sample in line with Program Manager's comments. Member will not use the Marks without first obtaining such sample review and approval, and all of Member's uses of the Marks must conform to approved samples. If Program Manager determines that any actual use by Member does not conform with an approved sample or is otherwise not approved by Program Manager, Member will on Program Manager's request, stop the use entirely or take such corrective actions as may be specified by Program Manager.

3.6 Other agreements regarding use of the Marks

For brand protection and consistency reasons, Member will: (a) only use the Marks in the forms provided to or otherwise specified to Member by Program Manager; (b) place on any item bearing the Marks such trademark or service mark notice as Program Manager may request; (c) not combine the Marks with any other trademark, word, symbol, letter, design or mark; (d) not use the Marks as part of its organizational or service name or Internet domain or style; (e) not use the Marks in such a way as to give the impression that the Marks are its property; (f) not use any Marks in connection with any activity that may impair the goodwill associated with the Market Match Program, the CMMC, or in a context that is inconsistent with Ecology Center's values and mission; or (g) not, during or after the term of this MOU, challenge or infringe the

Marks or any related registrations. Program Manager may from time to time refine or remove or substitute individual marks included in the Marks because of changes in Market Match strategy, branding evolution, or otherwise.

3.7 Administration of the Marks

As an outcome of its role, and to facilitate brand development, the EC is and will be considered the sole owner of the Marks. For clarity, and to protect the Marks, Member's rights to use the Marks under Section 3 will be considered non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free licenses by EC to Member solely for the purposes set out in Section 3. Member acknowledges that it has no interest in the Marks other than the rights granted under this Agreement and that EC will remain the sole and exclusive owner of the Marks. Member acknowledges that EC may assign and transfer ownership of the Marks, and its rights and obligations under this MOU, to Program Manager or other person as may be appropriate in line with the evolution of the Program. Neither EC nor Program Manager is obligated to file any application for registration of any of the Marks, secure any rights in any of the Marks, maintain any trademark registration for the Marks, or pursue infringement or other cl

4. Operations

4.1 Contact person

Member will appoint one individual to act as principal contact person and to coordinate activities in connection with Program operations and communications, and will identify that person to the Program Manager.

4.2 Technical support

Program Manager will provide limited technical support to Member relating to Program operations, such as sharing with Member MarketMatch.org back-end website, How-to Guide and Toolkit, best practices, tools and resources developed by CMMC participants and the Ecology Center, and consulting, as feasible on such matters as (a) establishing, implementing, and promoting a working program; (b) redemption tools and techniques; (c) vendor education; (d) marketing and promotional materials; (e) designing and ordering scrip; and (f) development of appropriate collateral, outreach materials, and collective marketing, all as Program Manager determines appropriate.

4.3 Program data and reporting; confidentiality

In the spirit of collaboration and information sharing, Member will complete evaluation instruments as provided by Program Manager, and will collect and provide data to Program Manager about Program operations and results by the 7th of each month following the month for which Member is reporting. Current evaluation tools and reporting tools are attached to this MOU as **Exhibit B**. Such data may include, for example, data about Program design, functioning and usage; market customer data; distribution and vendor redemption data; transaction data; and other matters as reasonably requested by Program Manager. Program Manager will take appropriate measures to maintain the confidentiality of such information, it being understood that Program Manager may use such data in analyzing Program results, and in reporting, on a no-name basis, to other CMMC members, funders, and others about Program results.

Program Manager will not disclose Program results information identifiable to Member without first obtaining Member's consent.

4.4 Program operations

The purpose of the Program is promotion and purchase of fruits and vegetables at farmers' markets by recipients of the Supplemental Nutrition Incentive Program (SNAP), also known as CalFresh, and other federal nutrition benefits. Member may not permit Market Match scrip to be used for prepared food items or for items that are not fruits and vegetables, provide cash or credit for Market Match scrip (except to reimburse a farmers' market farmer for acceptance of Market Match scrip in accordance with program rules), or permit vendors to charge a higher price to users of Market Match scrip or allow the exchange of fruits and vegetables purchased with Market Match scrip for cash or other items. Member's use of the Marks is conditioned upon operation by Member of the Program in accordance with this MOU, including Program requirements as set out in **Exhibit A**.

4.5 Compliance

Member will each carry out the Program in a diligent and professional manner and in accordance with applicable law, and with qualified and properly trained personnel. Member will not in operating the Program discriminate against any customer or vendor based on race, ethnicity, religion, sexual orientation, marital status, nationality, age, politics, disability (physical or mental, including HIV and AIDS), veteran status, or gender.

4.6 Public communications

Program Manager may identify Member as a CMMC participant, including using its name, logo, and website address, in their respective Program, internal, and external communications such as websites, outreach materials, and Program guidelines and toolkits. Member and Program Manager will comply with requirements regarding press releases and other public communications as may be contained in funding or other agreements relating to the Program.

4.7 Public policy positions

For clarity, CMMC, as a consortium, does not and will not lobby in its name. Member, in its capacity as a CMMC participant, will not lobby or otherwise take public policy positions in the name of CMMC or any other participant. Member agrees and acknowledges that it will comply with any requirements in other Program-related agreements relating to lobbying and political activities, and that any lobbying or advocacy activities undertaken by Member in its own name will not be imputed to Program Manager or any other CMMC participant.

4.8 Participation in CMMC meetings

Member will participate in at least 50% of the bi-monthly calls (approximately two) among CMMC members. Member is invited to participate in and will bear the

travel and other expenses of its attendance at the annual face-to-face meeting of CMMC members.

5. Term and Termination

5.1 Expiration

This MOU will have a one-year term and will terminate on December 31 of each year, unless terminated under any of the other provisions of this Section 5. If Member wishes to renew this MOU, Member will so advise Program Manager no later than 60 days before the expiration of the then-current term. Member must be in compliance with this MOU at the time Member makes its request and again at the time of commencement of the renewal term, and Program Manager must approve the renewal. Program Manager will notify Member, no later than 30 days before the expiration of the current term, whether or not the MOU will be renewed, it being understood that Program Manager may make that decision in its sole discretion. If the Agreement is not renewed, it will terminate at the end of the current term.

Failure by Member to timely deliver a notice of renewal will be treated as a final decision not to renew.

5.2 Member choice

Subject to any other agreements with Ecology Center to which it may be a party, Member may on its own terminate this MOU by providing written notice of that decision to the other. Such a termination will be effective 30 days after delivery of the notice by Member to Program Manager.

5.3 Noncompliance

Program Manager may immediately terminate this MOU by giving written notice to Member if

(a) Member dissolves, liquidates, or ceases to engage in its operations; or (b) Member breaches any of its obligations under this MOU (including, without limitation, those relating to use of the Marks), and fails to cure the breach within 15 days after receipt of notice of such breach from Program Manager, all as determined by Program Manager in its sole discretion.

5.4 Consequences of termination

Upon the expiration or termination of this Agreement, Member will promptly cease all use of the Marks, and Member and Program Manager will cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination. Member will at Program Manager's request send to Program Manager, or destroy, any items bearing the Marks. Sections 6, 6.1, 6.2, 6.3, and 7 will survive the expiration or termination of this Agreement.

5.5 Additional protections

In order to protect the Marks, and notwithstanding any other provision of this MOU, Program Manager will have all the rights and remedies which it may have, at law or in equity, with respect to the breach or termination of this MOU, the enforcement of all rights relating to the establishment, maintenance, or protection of the Marks, and the award of damages or equitable relief in connection with breach of this MOU by Member. Member acknowledges that Section 5.3 will not be considered an exclusive remedy or in any way limit Program Manager from enforcing other rights or remedies, including injunctive relief.

6. Relationship

6.1 Relationship

Member and Program Manager agree that neither this MOU nor participation in CMMC creates an association, joint venture, partnership, or any other entity among them or any CMMC members, nor does it create any liability for one member based on the acts of another member. No member will have any right, power, or authority to enter into any agreement for or on behalf of any other member or to incur any obligation or liability or otherwise bind any other member.

6.2 Responsibility for own actions

Member will have sole responsibility for the planning, management, and implementation of its own activities relating to the Program including, without limitation, establishing and maintaining systems, hiring and managing employees, developing outreach materials, and paying expenses, whether or not Member receives technical support from Program Manager. It is understood that Member may be party to other contracts with CMMC participants. Such contracts will remain independent of this MOU.

6.3 Organizational developments

Member will notify Program Manager promptly of: (a) any changes in its management team or key personnel responsible for carrying out its activities relating to the Program; (b) any loss of its tax-exempt status; (c) any material adverse changes in the amount or source of financial support that it has secured to fund the Program; or (d) any other development that has or could have a material adverse effect on its financial condition or otherwise materially affect its ability to carry out the Program.

6.4 Indemnification

Member will defend, indemnify and hold Program Manager and other CMMC members, and their respective directors, officers, funders, and employees (together, “indemnified parties”) harmless against all third party claims, liabilities, losses, damages, and expenses, including reasonable attorney’s fees and expenses, resulting from Member’s operation of the Program, Member’s activities under or breach of this MOU, or Member’s operations and

activities generally. Member will have no obligation to indemnify any indemnified party to the extent the liability is caused by such indemnified party's gross negligence or willful misconduct.

7. General Provisions

7.1 Entire agreement; amendment

This MOU represents the final, complete and exclusive statement of Program Manager and Member and supersedes all existing agreements and prior or contemporaneous communications among them, whether oral or written, relating to branding and communications aspects of the Program. If there are any inconsistencies between other Program branding documents and this MOU, this MOU will control. This MOU may be amended only as stated in a written document signed by Program Manager and Member that states that it is an amendment to this MOU. Member may not assign its rights or delegate its duties under this MOU to anyone else without the prior written consent of Program Manager.

7.2 Severability and waiver

If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver under this MOU must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this MOU will not be considered a waiver of any later breach or of the right to enforce any provision of this MOU.

7.3 No third party beneficiaries

Except as specifically provided in Section 6.4, this MOU is for the exclusive benefit of the parties and not for the benefit of any third party including, without limitation, any client or funder of Member, or any customer or visitor to a market operated by Member.

7.4 Counterparts

This MOU may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

Transmission by fax or PDF of executed counterparts constitutes effective delivery.

* * * * *

Program Manager and Member signed this MOU as of _____(date).

Name of Member Organization: _____

Signed by: _____

Name: _____

Title: _____

Ecology Center

Attachments:

1. Exhibit A: Market Match Style Guide
2. Exhibit B: Market Match Monthly Report Template



Memorandum Of Understanding (MOU)
Exhibit A

1. California Market Match Program Requirements

- a. Any farmers' market or other direct marketing site, will provide the Market Match incentive at the dollar-for-dollar incentive level, with a Member-set maximum based on budget and program goals.
- b. Market Match incentives are **only eligible for fruits and vegetables** and will be tracked with **separate scrip** to ensure integrity of program and proper tracking.
- c. Scrip will include the following elements and must be pre-approved by Program Manager prior to production and distribution:
 - i. Name or Logo of Market or Association
 - ii. Market Match Logo
 - iii. \$1 denominations only
 - iv. Says "No Change Given"
 - v. Lists the Market Match eligible products e.g. "good for fruits & vegetables only"
- d. The Member is required to utilize the provided CMMC Monthly Reporting Template (See Exhibit B) and submit requested data on a monthly basis after the month of operations. The metrics include:
 - i. Operating days per month
 - ii. Average/estimated average number of fruits/vegetable vendors per market day in the month.
 - iii. Number of transactions in the month with new customers to Market Match (at this site).
 - iv. Number of transactions in the month with repeat customers/ those that have used Market Match at this site before. If not able to distinguish between new and returning customers, this metric could be the total number of CalFresh transactions from your EBT terminal.
 - v. Total number of CalFresh transactions (from EBT terminal receipts) in the month.
 - vi. Dollar amount of CalFresh sold/ EBT scrip distributed in the month.
 - vii. Dollar amount of Market Match scrip distributed in the month.
 - viii. Dollar amount of CalFresh scrip redeemed from vendors in the month.
 - ix. Dollar amount of Market Match scrip redeemed from vendors in the month.



market match

INTRODUCTION

A logo performs a key function in branding a program. In order for it to be successful, it must be used correctly, consistently and visibly. This Style & Messaging Guide provides the information you need to gain the full benefit of the Market Match logo for Program standing and recognition in your community and throughout the state. The benefits that will follow from this effort include increased name-recognition, improved fundraising, and greater credibility.

Programs generally use a logo as a minimum signature that is easy to read and recognizable. As a signature, it should be applied to a wide range of materials in order to identify those materials as coming from the same source. Branding the Market Match program through proper and consistent application of the logo and recommended fonts and styles will send the message to the public that it really is one unified statewide program. The logotype is the Program's most prominent visual representation of our brand identity. Consistent and accurate logotype usage helps to build recognition of the Market Match brand.

- Always follow the usage guide
- Always use one of the approved logotypes
- Always use one of the approved logotype sizes
- Always reproduce from approved digital file
- Always maintain consistent white space as defined by the control area
- Always ask Ecology Center staff if you are not sure.

It is important to consult this Style & Messaging Guide when preparing any internal or external printed or electronic material and apply the logo as directed. When preparing brochures, fact sheets, signs or other printed matter, follow the templates and employ the fonts recommended by this Style & Messaging Guide.

If you have any questions about which version to use or how to use it, please don't hesitate to contact the Ecology Center.

LOGOTYPE ELECTRONIC FILES

Files are available at www.marketmatch.org/mmlogin under Promotions, Outreach, and Education

PRIMARY MARKET MATCH LOGOS:		
Standard Full-Color logos with Typography [Horizontal & Vertical logos]	market  match	 market match

OTHER ACCEPTABLE VERSIONS OF THE MARKET MATCH LOGO:		
Black and White Logo [MM B/W horizontal & vertical logos with typography]	market  match	 market match
Grey-Scale Logo [MM Grey horizontal & vertical logos with typography]	market  match	 market match
White Logo [MM White horizontal & vertical logos with typography]	market  match	 market match
Logo with Tagline: [MM black, grey, color, white with Tagline]	market  match making fresh affordable	 market match making fresh affordable
	market  match making fresh affordable	 market match making fresh affordable
	market  match making fresh affordable	 market match making fresh affordable
	market  match making fresh affordable	 market match making fresh affordable
Logo Without Typography [MM black, grey, color, white without type]	   	

LOGOTYPE USAGE GUIDE

SPACE

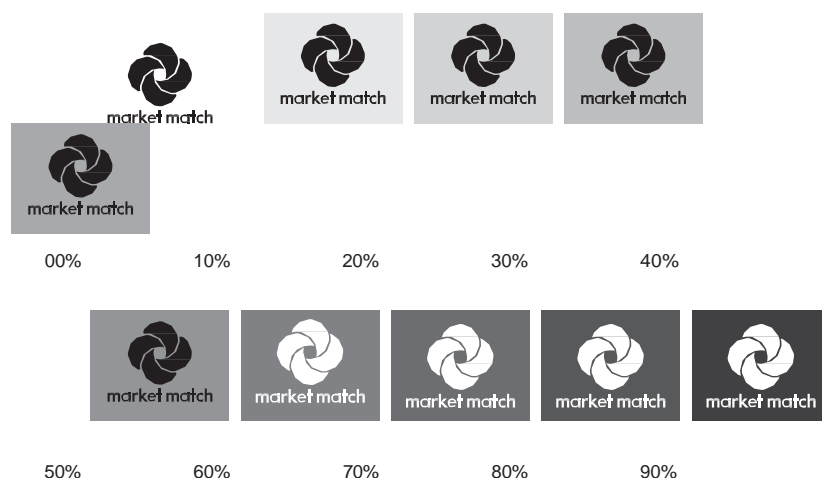
White space surrounding the logotype should always be equal to, or higher than “x”—the height of lowercase letters of the name; does not include ascenders or descenders.



CONTRAST

Always try and place the MM logo on a white background. In the case when that is not possible:

- Use the full color or black logotype for background up to 50% intensity
- Use the white logotype for background above 50% black intensity



MINIMAL SIZE

Logo with typography should not be used smaller than ¾ inch



Logo without typography should not be used smaller than ½ inch



LOGOTYPE MISUSE

TYPOGRAPHY

Do not change, alter or move the typography of the MM logotype



DRAWING

Do not change, alter, flip, redraw, or colorize the MM logotype



SHADOW

Do not add shadow to the logotype [examples]

CAPITALIZE

Do not capitalize the market match name in the Logotype





MARKET MATCH

Program Identity Style & Messaging Guide

Version 1.0 | May 2015 | 510-548-1005 | marketmatch@ecologycenter.org

BACKGROUNDS

Do not place the logotype on a busy background, or a dark background

Do not place the logotype on a busy background, or a dark background



LOGOTYPE COLORS

When designing with the Market Match logotype, utilize black, white, and the two additional complimentary MM colors:

MM LOGOTYPE COLORS



MM Green
 PMS 3995
 C0 M3 Y100 K64
 #7A712E



MM Yellow
 PMS 131
 C0 M32 Y100 K9
 #E6A623

COMPLIMENTARY MM COLORS



MM Light Green
 PMS 5803C C5
 M0 Y20 K20
 #C5C6A7



MM Light Yellow
 PMS 142
 C0 M21 Y80 K5
 #F5BD47



MM Red
 PMS 1807
 C0 M100 Y96 K28
 #B42025



MM Orange
 PMS 7414
 C0 M46 Y100 K11
 #DE8C26

LOGOTYPE FONTS

The statewide Marketmatch materials primarily utilize the Avenir font family. Whenever possible, your Market Match materials should use the following fonts:

Titles – Avenir Heavy

Double Your Food Dollars, Get More Fruits & Vegetables

Main body – Avenir Book

Double Your Food Dollars, Get More Fruits & Vegetables

MARKET MATCH MESSAGING

Whenever possible, your Market Match messaging should align with statewide Market Match language.

Regardless of the outreach strategy, you should first identify your target audiences. Some Market Match audiences include customers, market operators, farmers, funders, decision makers/politicians, and the general public.

Single Essential Message

The single essential message is the one idea we want our audience to take away from our materials. It is not the entire message, but a starting point that gives the creative execution focus and power.

Market Match is a valuable program that matches my federal nutrition benefits at participating farmers markets, where I can buy locally grown fruits and vegetables for myself and my family.

Supporting Messages

- *Market Match is easy to take advantage of, using my current CalFresh (and in select cases WIC, SSI or SSDI benefits).*
- *Market Match helps me buy affordable, farm-fresh, locally-grown foods that taste better and are healthier for my family.*
- *Using Market Match supports local farmers while benefiting my community*

Calls to Action for Different Audiences

- **Customers:** Use Market Match. Take advantage of this wonderful benefit for you and your family.
- **Market Operators & Farmers:** Participate in Market Match to benefit your market and the people in your community.
- **Funders:** Support Market Match with your funding dollars so it can continue to grow and improve the health and lives of more farmers and low-income shoppers in our region and state.
- **Partners, Media & Public:** Spread the word! Champion the ways Market Match is making a difference for families and farmers in our community and for the local economy.
- **Policy Makers:** Support Market Match and programs like it in your policy decisions; it's good for families, farmers,

Example Market Match Messaging

Please refer to the following print-ready materials for Market Match messaging:

Customers

MM Outreach Brochure
 MM Outreach Flyer
 MM Info Booth Sign

Farmers

MM Farmer Fact Sheet

Funders & Decision-Makers

MM Case Statement
 MM One-Pager

Market Match Funding Tagline

When appropriate, Market Match materials should utilize the following funding tagline: Market Match is a program of the Ecology Center and is made possible through

Thank you for using the Market Match Style & Messaging Guide. Remember, all Market Match materials should be approved by the Ecology Center before distribution. If you have any questions, we are here to help!



Double Your Food Dollars

Get More Fruits & Vegetables

Fresh Food Made Affordable



Here's how to get twice as much healthy food for you and your family:

- 1 Look for the Market Match sign at the market's information booth
- 2 Use your CalFresh and have your benefits doubled*
- 3 Buy more fresh, locally-grown fruits and vegetables



aquí entenderá cómo conseguir el doble de alimentos saludables para usted y su familia:

- 1 Busque el nombre "Market Match" en el puesto de información del mercado
- 2 Utilice su CalFresh y duplique sus beneficios*
- 3 Compre más frutas y verduras frescas, cultivadas localmente

market  match

* CalFresh is matched dollar-for-dollar, up to a maximum per family, per market day. Los beneficios CalFresh se duplican dólar por dólar, hasta un máximo, por familia, por día de mercado.



Double Your Food Dollars

Get More Fruits & Vegetables

Fresh Food Made Affordable



Here's how to get twice as much healthy food for you and your family:

- 1 Look for the Market Match sign at the market's information booth
- 2 Use your CalFresh and have your benefits doubled*
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market  match

* CalFresh is matched dollar-for-dollar, up to a maximum per family, per market day. Los beneficios CalFresh se duplican dólar por dólar, hasta un máximo, por familia, por día de mercado.



market match

gladly
accepted

a. se acepta con gusto

Visit the market information
booth with questions.

***Visite el puesto de información
del mercado con preguntas.***

INSERT LOGO OR
ASSOCIATION/MARKET
NAME HERE

FARMERS' MARKET SCRIP/TOKEN GUIDE (Updated MM/YYYY)

Below is a list of all market scrip [tokens/vouchers] currently in circulation at the [INSERT ASSOC./MARKET NAME] Farmers' Market(s). Keep this list in your cash box as a guide. If a customer approaches you with a coupon, token, or any type of currency that you don't recognize, please refer them to the market manager at the information booth.

\$1 CalFresh EBT Scrip Wooden Nickel BLACK

DO NOT GIVE CHANGE!



CalFresh EBT (the program formerly known as food stamps) **Good for all food products at the Farmers' Markets with the exception of hot foods and any items for immediate consumption.**

\$1 Market Match Scrip Wooden Nickel GREEN

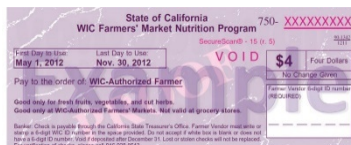
DO NOT GIVE CHANGE!



MarketMatch (matching CalFresh EBT, and sometimes WIC benefits) **Good for fruits, vegetables, fresh-cut herbs, and edible plant starts ONLY.**

\$2 & \$4 WIC and Senior FMNP Checks

DO NOT GIVE CHANGE!



These can be spent directly with any farmer selling eligible products. **Eligible products include fruits, vegetables, fresh-cut herbs, and edible plant starts ONLY.**



A GUIDE FOR FARMERS & VENDORS

market  match

a program of  ecology center



Market Match is a statewide program that's offered at over 230 farm-direct sites, including farmers' markets like this one.

Market Match attracts new customers by doubling their buying power when they spend their CalFresh EBT benefits (formerly known as food stamps) at participating farmers' markets. California's CalFresh program distributed \$7.8 million in benefits in 2013. **It is the goal of the Market Match program to have more of that federal funding reinvested in small- and mid-sized California family farms like yours.**

How does Market Match work at this market?

When a customer wishes to spend their CalFresh EBT benefits, they swipe their card with a wireless point-of-sale (POS) device at the information booth and receive EBT scrip. At that time, the "Market Match" is distributed to the customer by the Market Manager in the form of a unique token or voucher good only for fruits and vegetables. For example, a customer receives \$10 of CalFresh EBT scrip and they receive another \$10 in Market Match, good only for fruits and vegetables.

How does Market Match benefit my farm?

Market Match is a powerful incentive proven to bring new customers to the farmers' market. The Market Match program has increased food stamp spending within various markets from 300-700%. **Participating farmers report that they have new customers (69%), sell more fruits and vegetables (80%), and make more money (66%) as a result of the program.**

The Market Manager will reimburse you for all Market Match and EBT scrip (token/voucher) while collecting stall fees. Whenever possible, please redeem Market Match scrip (token/voucher) with the market manager on the day it is received.

Which of my products are eligible for Market Match?

Market Match is good for fruits and vegetables only (including edible plant starts.)

How is this program funded?

Market Match has been funded by a diverse group of private and public funders. Historically, the California Department of Food & Agriculture (CDFA) Specialty Crop Block Grant program has funded Market Match. More recently, \$100 million was appropriated in the 2014 Federal Farm Bill to build on existing healthy food SNAP incentive programs, like Market Match. We feel confident that the program will continue to be funded into the future.

Your continued participation and cooperation helps to ensure the longevity and vitality of the farmers' market and helps us to better serve the communities in which we operate. Thank you!

As a result of the Market Match program more consumers have become aware of the farmers' market as a source of fresh foods, as a place to know your farmers, as a place to teach youngsters about the wonderful flavors of freshly harvested produce.

Trini Campbell, Riverdog Farm Owner

For more information on this market's Market Match program, talk to the market manager or visit:

[insert market website here]

For more information on the statewide program, please visit **MarketMatch.org** or contact us at **marketmatch@ecologycenter.org**, 510-548-1005.



MARKET MATCH MAKES FARMERS' MARKETS MORE AFFORDABLE.

Market Match doubles your CalFresh and WIC nutrition benefits at participating farmers' markets, allowing your family to purchase more fruits and vegetables.

MARKET MATCH HACE LOS MERCADOS AGRÍCOLAS MAS ECONÓMICOS.

Market Match duplica su CalFresh y sus beneficios de nutrición WIC en los mercados agrícolas participantes, permite a su familia comprar más frutas y verduras.



market match
MarketMatch.org

GO TO FMfinder.org
TO FIND PARTICIPATING
FARMERS' MARKETS
NEAR YOU

Diríjase a FMfinder.org
para encontrar mercados
agrícolas participantes
ceranos a usted



Market Match is a project of the Ecology Center.
This project funded in part by First 5.

*Market Match es un proyecto del Ecology Center.
Este proyecto esta fi en parte por First 5.*



DOUBLE YOUR FOOD DOLLARS

GET MORE FRUITS & VEGETABLES

Fresh Food Made

**DUPLIQUE SU PRESUPUESTO PARA ALIMENTOS
OBTENGA MÁS FRUTAS Y VERDURAS**

Alimentos frescos y económicos

market match

Here's how to get twice

Aquí entenderá cómo

Participating Markets

MERCADOS PARTICIPANTES

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*CalFresh and WIC Fruit & Vegetables Check benefits are matched dollar-for-dollar, up to \$10, per family, per market day. WIC FMNP is matched dollar-for-dollar, one-time, up to \$20. Ask at your market about Market Match for customers receiving SSI and SSDI benefits

for you and your family:

- 1 Go to one of the farmers' markets listed here or find a participating market at FMFinder.org
- 2 Look for the Market Match sign at the market's information booth
- 3 Use your CalFresh or WIC, and have your benefits doubled*
- 4 Buy more fresh, locally-grown fruits and vegetables

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Vaya a uno de los mercados agrícolas de nuestra lista o encuentre un mercado que participe en FMFinder.org

Busque el nombre "Market Match"

en el «ÖiÄœ de información del
mercado

Utilice su CalFresh o
WIC y`Ö«?µÖiÄÖÄ
beneficios*

Compre más frutas y verduras
frescas, cultivadas localmente



market match

*Los beneficios en cheque de Frutas y Verduras de WIC y CalFresh se
`Ö«`V>` dólar por dólar, hasta \$10, por familia, por día de mercado.
WIC FMNP se`Ö«`V>` dólar por dólar, por una sola vez, de hasta \$20.
Pregunte en su mercado acerca de Match Market para los clientes
que

or go to FMFinder.org to get more details.

ADAMS/VERMONT
1432 W. Adams
Los Angeles, CA 90007 Wednesdays
2:00pm - 6:00pm

ALTADENA
3 100 W. Palm St. Altadena, CA 91001 Wednesdays
3:00pm - 7:00pm

EAST HOLLYWOOD
5448 Hollywood Blvd. Los Angeles, CA 90027 Thursdays
3:30pm - 7:30pm

4 MONTEREY PARK
318 S. Ramona Ave. Monterey Park, CA 91754 Fridays
4:00pm - 8:00pm

EAST LOS ANGELES
4801 E. 3rd St.
Los Angeles, CA 90022 Saturdays
9:00am - 2:00pm

LA CIENEGA
1801 S. La Cienega Blvd. Los Angeles, CA 90035 Thursdays
2:00pm - 7:00pm

CENTRAL AVENUE
4301 Central Ave.
Los Angeles, CA 90011 Thursdays
10:00am - 3:00pm

SANTA MONICA PICO
2200 Virginia Ave.
Santa Monica, CA 90404 Saturdays
8:00am - 1:00pm

MAR VISTA
12200 Venice Blvd.
Los Angeles, CA 90066 Sundays
9:00am - 2:00pm

HUNTINGTON PARK
3401 E. Florence
Ave. Huntington
Park, CA 90255
Wednesdays
9:30am - 1:30pm

GARDENA
13000 S. Van Ness
Ave. Gardena, CA
90249 Saturdays
8:00am - 1:00pm

THE GREENER GOOD NORTH
609 E.
Artesia Blvd.
Long Beach,
CA 90805
Wednesdays
3:00pm - 7:00pm

THE GREENER GOOD WEST
2125 Santa
Fe Ave. Long
Beach, CA
90810
Saturdays
9:00am - 2:00pm

LONG BEACH DOWNTOWN
(Near) 300
Pacific Ave.
Long Beach,
CA 90802
Fridays
10:00am - 4:00pm

COMPTON BLUE LINE
275
Willowbrook
Ave. (Blue
Line Station)
Compton, CA
90220
Thursdays
10:00am - 2:00pm

VALINDA
747 Rimgrove Dr.
Valinda,
CA
91744
Thursda
ys
10:00am
- 3:00pm

VERMONT VILLAGE CDU

7901 S. Vermont Ave.
Los Angeles, CA 90044
Fridays
10:00am - 2:00pm

WATTS HEALTHY
1335 E. 103rd St.
Los Angeles, CA 90002
Saturdays
10:00am - 2:00pm

reciben los beneficios del SSI y SSDI o
busque en FMFinder.org para obtener más
detalles.

Go to marketmatch.org to learn more.





Duplique su
presupuesto para alimentos

Obtenga más frutas y verduras

Alimentos frescos y económicos

aquí entenderá cómo conseguir el doble de alimentos saludables para usted y su familia:

- 1** Vaya a uno de los mercados agrícolas de nuestra lista o encuentre un mercado que participe en FMFinder.org
- 2** Busque el nombre “Market Match” en el puesto de información del mercado
- 3** Utilice su CalFresh o WIC y duplique sus beneficios*
- 4** Compre más frutas y verduras frescas, cultivadas localmente



market match

marketmatch.org

Diríjase a **FmFinDer.org**
para encontrar a

**mercados
agricolas
participantes
cercanOs a usted**



Market Match es un proyecto del Ecology Center.
Este proyecto esta fi en parte por First 5.



Local market partners:



* Los beneficios en cheque de Frutas y Verduras de WIC y CalFresh se duplican dólar por dólar, hasta \$10, por familia, por día de mercado. WIC FMNP se duplica dólar por dólar, por una sola vez, de hasta \$20. Pregunte en su mercado acerca de Match Market para los clientes que reciben los beneficios del SSI y SSDI o busque en FMFinder.org para obtener más detalles.



Double Your Food Dollars

Get More Fruits & Vegetables

Fresh Food Made Affordable



Here's how to get twice as much healthy food for you and your family:

- 1 Find a participating market at FMFinder.org
- 2 Look for the Market Match sign at the market's information booth
- 3 Use your CalFresh or WIC, and have your benefits doubled*
- 4 Buy more fresh, locally-grown fruits and vegetables



* CalFresh and WIC Fruit & Vegetables Check benefits are matched dollar-for-dollar, up to \$10, per family, per market day. WIC FMNP is matched dollar-for-dollar, one-time, up to \$20. Ask



market match

MarketMatch.org

Go to FMFinDer.org
to find participating

**Farmers'
markets
near you**

Market Match is a project of the Ecology Center.
This project funded in part by First 5.

at your market about Market Match for customers receiving SSI and SSDI benefits or go to FMFinder.org to get more details.



a program of  ecology center



b. Making Farm-Fresh Food Affordable

There has been a remarkable decrease in the cost of food over the last century. Unfortunately, it has come at the expense of our health. Developments in government policy, agricultural technology, and the food processing industry have created highly processed, artificially cheap, unhealthy foods that are often the most affordable and available foods to California's low-income families.

The result is a population that disproportionately suffers from heart disease, diabetes and other diet-related disease at rates far above the national average. The national epidemic of diet-related disease not only impacts California's low-income families; everyone in our state pays the price of these higher medical costs. The full cost to the state of California including disability payments, loss of work, and early death is estimated at \$24 billion per year. We simply cannot afford the health costs of cheap food.

Market Match: A Healthy Incentive

Market Match was founded in 2009 by Roots of Change to help California's low-income communities receiving SNAP, (formerly known as food stamps) and other federal nutrition benefits, gain access to healthy food and support small and mid-sized farmers. Since 2012, the program has been led by the Ecology Center, bringing 25 years

of experience operating farmers' markets, over ten years assisting markets establish SNAP (known as CalFresh in California) EBT access, and providing leadership for the newly formed California Alliance of Farmers' Markets.

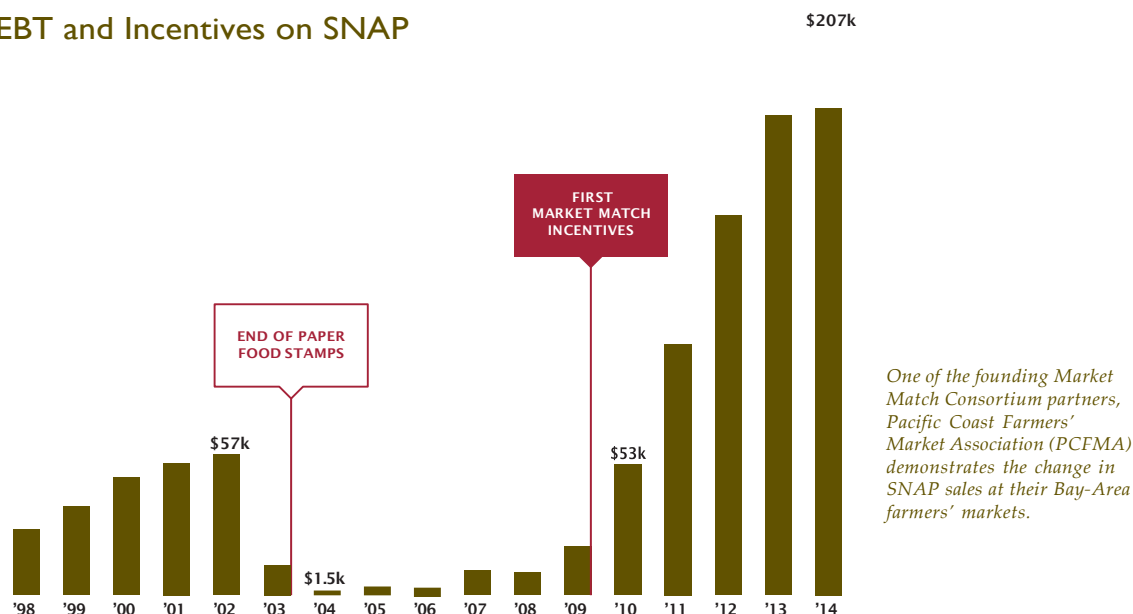
Market Match builds upon California's growing farmers' markets EBT shopping infrastructure: when a SNAP shopper uses his/her EBT card at a market offering Market Match, those SNAP funds are matched, dollar-for-dollar up to, on average, \$10. Those additional funds are the *Market Match*. This incentive is given to the shopper in the form of unique Market Match scrip that can only be spent on fruits and vegetables.

Market Match is a proven incentive program that helps those on SNAP, WIC and other assistance programs access the healthiest locally-grown food possible. Market Match is a powerful incentive to low-income shoppers helping them to join the millions of Californians seeking a better diet and healthier lifestyle.

Farmers' markets are for everyone, not just the elite locavore—but everyone! Market Match is important because it allows those with [CalFresh] EBT to double their money and give twice as much back to the farmers.

*Dana, market manager
at the Newark Farmers' Market*

Impacts of EBT and Incentives on SNAP Sales



Market Match has proven to be extremely effective as an incentive for sustaining healthier eating. In the national 2013 SNAP Healthy Food Incentives Cluster Evaluation, 93% of customers reported that the incentive was what drew them to the market to spend their SNAP benefit. Since its inception in 2009, Market Match has inspired 133,000 low-income shoppers to purchase 11 million servings of fresh fruits and vegetables with their food assistance dollars and Market Match incentives.

Demand Exceeds Current Funding

Market Match is currently serving 230 farmers' markets and other farm-direct outlets throughout the state. But with millions of people receiving SNAP benefit and other nutritional assistance benefit, the demand far exceeds the current Market Match funding and participating markets. As more people become aware of this remarkable program, the base of incentive and operation dollars will need to grow to serve these customers. Additionally, Market Match consistently receives new requests from farm-direct outlets that it is unable to onboard due to funding limitations.

Increasing the Bounty: The Opportunity for Support

The USDA, through its Food Insecurity Nutrition Incentive (FINI) Program, will match \$100 million in fiscal years 2015-19. The program matches state and private sources dollar-for-dollar. We are encouraging the State of California to provide funding that will draw down additional federal matching dollars. Supporting Market Match now, however, is crucial. Every dollar invested today drives economic activity, improves the health of low-income communities, and saves California money. Building a public-private partnership can leverage this innovative program into an impactful statewide driver, and national model, for health and economic development.

Market Match is a proven statewide program with 30 strong regional partners. We are ready to significantly increase our scope, and reach more Californians who need it the most. \$1 million in non-federal funding could result in \$10 million in SNAP spending on fresh fruits and vegetables, or a healthy 20,000,000 servings. And that's a healthy choice we can all get behind.

We are excited to provide leadership and direction for Market Match, creating a triple win—for low-income families, for farmers and for the community at large. Our goal is to build a robust public-private partnership to fund and promote Market Match, building towards serving customers and farmers in every region of the state.

Martin Bourque, Ecology Center's Executive Director



For more information on the Ecology Center, please visit ecologycenter.org
For more information on Market Match, including the Consortium Partners, visit: MarketMatch.org
or contactusatmarketmatch@ecologycenter.org 510-548-1005

Exhibit B: Monthly Report

Please enter list of sites on SITES tab	Operations	Operations	Dollar Amount (\$) RE			
Market or Site Name	Total days open this month. If did not operate, write DNO	Number of Fruit and Vegetable Vendors on a single day	Total CalFresh Distributed (\$)	Total CalFresh Redeemed (\$)	Total GusNIP Market Match Distributed (\$)	IF APPLICABLE Total Other Funded Market Match Distributed (\$)
Market Name						
0						
0						
0						
0						
MONTHLY TOTALS			\$0.00	\$0.00	\$0.00	\$0.00

Partner Name Feb-22							
REQUIRED			Total Count CalFresh ONLY REQUIRED				
IF APPLICABLE Source of Other Funded Market Match	Total Market Match (all funding) Distributed (\$)	Total Market Match Incentives Redeemed (\$)	Total Market Match NEW Customers	Total Market Match REPEAT Customers	Total Market Match CalFresh Customers	Average GusNIP Market Match Distributed Per Customer (\$)	Total CalFresh Transactions
	\$0.00				0	\$0.00	
	\$0.00				0	\$0.00	
	\$0.00				0	\$0.00	
	\$0.00				0	\$0.00	
	\$0.00				0	\$0.00	
\$0.00	\$0.00	\$0.00	0	0	0	\$0.00	0

Optional: Notes on promotions, closures, etc.

Appendix B

Calculation of Charges

