

**SECOND AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
SECOND HARVEST OF SILICON VALLEY**

THIS SECOND AMENDMENT TO THE AGREEMENT, is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Second Harvest of Silicon Valley, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement for Second Harvest to provide food assistance services to low-income residents of San Mateo County on August 13, 2024, for a term of July 1, 2024, through June 30, 2025, not to exceed \$2,000,000 (the "Agreement"); and

WHEREAS, on June 10, 2025, the parties amended the Agreement to extend the term through June 30, 2026, and to increase the County's maximum payment amount by \$2,000,000 for a new not-to-exceed amount of \$4,000,000, and modified Exhibit A to include Performance Measures for Fiscal Year 2025-26; and

WHEREAS, the parties have agreed to amend the Agreement a second time to extend the contract term through June 30, 2027, to increase the County's maximum payment amount by \$2,000,000 for a new not-to-exceed amount of \$6,000,000, and to modify Exhibit A Performance Measures.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

- Section 3 of the Agreement is amended and restated in its entirety to read as follows:**

**Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal

obligation under this Agreement exceed SIX MILLION DOLLARS AND ZERO CENTS (\$6,000,000). In the event that the County makes any advance payments, Contractor agrees to refund any amount in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**2. Section 4 of the Agreement is amended and restated in its entirety to read as follows:**

**Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2024, through June 30, 2027.

**3. Exhibit A, Section B. Line Item 4 of the Agreement is amended and restated in its entirety to read as follows:**

4. Meet and document the following performance measures:

Description	Target
Distribute 20 million pounds of food in San Mateo County annually	100% Complete
Operate 100 food distribution sites in San Mateo County quarterly	100% Complete

**4. All other terms and conditions of the Agreement dated August 13, 2024, between the County and Contractor shall remain in full force and effect.**

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

**For Contractor: Second Harvest of Silicon Valley**

DocuSigned by: <i>Leslie Bacho</i>	5/7/2026	Leslie Bacho
Contractor Signature	Date	Contractor Name (please print)



**For County:**

Purchasing Agent Signature County of San Mateo (Department Head of Authorized Designee)	Date	Purchasing Agent Name (please print) County of San Mateo (Department Head of Authorized Designee)
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