



**County of San Mateo**  
**Contract Amendment Coversheet and Contract Amendment for >\$200K**

<b>CONTRACT SUMMARY</b>		
<b>Contract No:</b>	<b>Contractor Name</b>	<b>Amendment No:</b>
RN 077218	Nuestra Casa of East Palo Alto	1

<b>THE AGREEMENT HAS CHANGED AS FOLLOWS:</b>			
<b>Agreement Amount</b>			
<b>Original Amount:</b>	\$492,240		
<b>Amendment 1 Amount:</b>	\$172,896		
<b>Current Amount:</b>	<b>Addition or Reduction:</b>	<b>New Total:</b>	
\$492,240	\$172,896	\$665,136	
<b>Agreement Term</b>			
<b>Original Start Date:</b>	1/28/2020	<b>Original End Term:</b>	6/30/2022
<b>Amendment 1 Start Date:</b>		<b>Amendment 1 End Date:</b>	6/30/2023

**Paragraph Changes:**

- Section 3. Payments of the agreement has been amended.
- Section 4. Term of the agreement has been amended.
- Exhibit A has been amended.
- Exhibit B has been amended.

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
NUESTRA CASA OF EAST PALO ALTO**

THIS AMENDMENT TO THE AGREEMENT, entered into this 14th day of June, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and NUESTRA CASA OF EAST PALO ALTO, 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 increasing the capacity and infrastructure for grocery rescue and redistribution as part of an edible food recovery program on January 28, 2020; and

WHEREAS, the parties wish to amend the Agreement to extend the term and increase the agreement amount.

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

1. Section 3. Payments of the agreement is amended to read as follows:

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 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 hundred sixty-five thousand one hundred thirty-six dollars (\$665,136). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Section 4. Term of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be

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from January 28, 2020, through June 30, 2023.

3. Original Exhibit A is replaced with Revised Exhibit A, (rev. 6/14/2022).
  4. Original Exhibit B is replaced with Revised Exhibit B, (rev. 6/14/2022).
  4. **All other terms and conditions of the agreement dated January 28, 2020, between the County and Contractor shall remain in full force and effect.**
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In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

**For Contractor:** NUESTRA CASA OF EAST PALO ALTO



\_\_\_\_\_  
Contractor Signature

5/17/22

Date

Miriam Yupanqui

Contractor Name (please print)

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**For County:**

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

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## **Revised Exhibit A (rev. 6/14/2022)**

### **Background**

Per CA Senate Bill 1383 (SB 1383) regulations, all jurisdictions in the state are required to adopt local ordinances implementing an edible food recovery program. In San Mateo County, all jurisdictions have adopted ordinances in line with the County's ordinance to create one cohesive countywide edible food recovery program. Contractor must comply with these ordinances including their requirements around health and safety, recordkeeping, program reporting, and spoilage reporting. Contractor must also work with regulated generators, defined as Tier 1 and Tier 2 generators in local edible food recovery ordinances.

Contractor shall contract with regulated generators located in San Mateo County using a standard contract that complies with local edible food recovery program ordinances to recover and redistribute edible food. Contractor shall establish a contract with all regulated generators they are currently recovering surplus food from.

Contractor shall administer this contract and their edible food recovery program in coordination with the County of San Mateo Office of Sustainability.

Contractor shall attend trainings and/or meetings arranged by the County to educate the Contractor's staff and to help support and improve the countywide edible food recovery program.

Contractor shall create a program expansion plan outlining how their edible food recovery program will grow between Summer of 2022 and Winter of 2023. Contractor shall coordinate with the County to revise the expansion plan as necessary.

By December 31, 2022, Contractor shall assess the edible food recovery needs of all regulated generators in the Contractor's service area (East Palo Alto, Menlo Park, Atherton, North Fair Oaks, Redwood City, Portola Valley, and Woodside) and their ability to meet those needs. Contractor shall establish contracts with those generators they can service, and, in coordination with the County, create a plan to increase capacity to offer service to the rest.

Contractor will notify the County whenever a generator is unresponsive to the Contractor's outreach or refuses to sign a contract for edible food recovery.

Contractor shall employ, hire, and train drivers and other staff for the purpose of collecting and redistributing edible food from edible food generators as defined by local ordinances.

Contractor shall service and properly maintain a van/truck or other refrigerated vehicle for the purpose of collecting and redistributing edible food from regulated generators in their service area. Contractor shall be responsible for insurance, fuel, service, and proper maintenance of the van paid from funds provided under this contract.

Contractor shall operate regular route pickups and redistributions for regulated generators with whom they contract, establish best practices for edible food recovery, and conduct outreach and hold trainings with generators as needed. Contractor may follow the Grocery Rescue Donation Guidelines as established by the Second Harvest Silicon Valley Food Bank or similar institution.

Any education material developed by the Contractor for the purpose of informing generators of edible food recovery, whether printed or digital, must be translated from English into Spanish and Simplified Chinese as necessary.

Contractor shall establish relationships with other organizations with food distribution programs able and willing to accept and redistribute surplus edible food recovered by the Contractor to increase Contractor's edible food recovery capacity and minimize storage time for recovered foods. Contractor shall coordinate with these organizations to deliver surplus recovered food to them for distribution.

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Contractor shall set up, take down, unload, distribute food, clean up, and troubleshoot at the redistributions at multi-family housing sites (if any) or other “pop up” type distributions in the service area.

Contractor shall arrange for recovered surplus food to be distributed the same day it is recovered from a generator whenever possible to do so.

Contractor shall report on the progress and activities of their edible food recovery program and provide documentation as required by local edible food recovery ordinances upon request.

Contractor shall coordinate with consultants the County provides to help develop an edible food recovery fee-for-service business model and other process improvements. Contractor shall provide the consultant with all necessary information regarding their edible food recovery activities.

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**Revised Exhibit B (rev. 6/14/2022)**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Contractor shall invoice the County quarterly.

Contractor shall be reimbursed for rent, gas, maintenance, insurance, etc. upon submission of an invoice documenting the expenses.

Contractor shall be reimbursed at the following rates for labor and administration costs upon submission of an invoice:

Administration personnel: \$50/hour

Coordination personnel (5-7 coordinators/ van drivers): \$21- 26/hour

Truck repairs, capacity/infrastructure improvements/equipment shall be paid from funds provided under this contract after consultation with the County. Contractor will provide documentation for any such expenditures. Hourly labor rates may increase due to rising labor costs, any such adjustments shall be agreed upon by the County and the Contractor.

In no event shall the County's fiscal obligation exceed \$665,136.