

**REINSTATEMENT AND FIRST AMENDMENT TO CONTRACT NO. RN077919 RELATING TO SAMARITAN
HOUSE GROCERY RESCUE AND REDISTRIBUTION ACTIVITIES**

This Reinstatement And First Amendment To Contract No. RN077919 Relating To Specified Samaritan House Grocery Rescue and Redistribution Activities ("Reinstatement") is entered into as of the Reinstatement Effective Date defined herein by and between the County of San Mateo, a political subdivision of the State of California (the "County"), and Samaritan House, a nonprofit corporation (the "Contractor") (together, the "Parties").

RECITALS

WHEREAS, the Parties entered into that certain Contract No. RN077919 Relating To Specified Samaritan House Grocery Rescue and Redistribution Activities (the "Contract"), a true and correct copy of which is attached hereto as **Appendix A** and incorporated by reference as if fully set forth herein; and

WHEREAS, the Contract has terminated pursuant to Section 4, which provides that the term of the Contract was from January 5, 2021 through and including June 30, 2023; and

WHEREAS, the Parties mutually desire to reinstate the Contract and to amend the Contract as provided below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

AGREEMENT

1. **Reinstatement of Contract.** The termination of the Contract is hereby rescinded and, except as expressly modified by this Reinstatement, the Contract shall be, and hereby is, reinstated in its entirety and shall be in full force and effect as if the same had never been terminated. For avoidance of doubt, this Reinstatement shall permit funding and other actions authorized by the Contract during the term of the Contract as amended herein, including during the period between June 30, 2023 and the Reinstatement Effective Date.
2. **Reinstatement Effective Date.** This Reinstatement shall be effective upon the signature of the Parties hereto (the "Reinstatement Effective Date").
3. **Amendment of Term, Exhibit A, and Exhibit B.** The Contract shall be amended, a true and correct copy of which is attached hereto as **Appendix B**, as follows:

- a. 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 from January 5, 2021, through June 30, 2025.

- b. Section 17. Notices is amended to read as follows:

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed

below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt. Page 8

In the case of County, to:

Name/Title: Elizabeth Carrade, Senior Sustainability Specialist
Address: 455 County Center, 4th Floor, Redwood City, CA 94063
Telephone: (650) 599-1402
Email: ecarrade@smcgov.org

In the case of Contractor, to:

Name/Title: Laura Bent, CEO
Address: 4031 Pacific Blvd, San Mateo, CA 94403
Telephone: 650-347-3648
Email: Laura@samaritanhousesanmateo.org

- c. Original Exhibit A is replaced with Revised Exhibit A, (rev. 6/30/23).
 - d. Original Exhibit B is replaced with Revised Exhibit B, (rev. 6/30/23).
4. **Remaining Terms of Contract Unchanged.** All other terms and conditions of the Contract shall remain in full force and effect and are incorporated by reference as if fully set forth herein.

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

For Contractor: Samaritan House


Contractor Signature

12/11/2023

Date

Laura Bent , CEO - Samaritan House

Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
SAMARITAN HOUSE**

This Agreement is entered into this 5th day of January 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Samaritan House, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of increasing the capacity and infrastructure for grocery rescue and redistribution and other elements of food waste reduction in their service area as part of the Edible Food Recovery Program as required under CA SB 1383.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed nine hundred seventy-eight thousand nine hundred fifty-two dollars (\$978,952) In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 5, 2021, through June 30, 2023.

5. Termination

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

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

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

6. Contract Materials

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

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

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

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

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury,

including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

(b) Motor Vehicle Liability Insurance... \$1,000,000

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

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

11. Compliance With Laws

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

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

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

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

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

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

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

h. Compliance with Living Wage Ordinance

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

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do

not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

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

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

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

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

Name/Title: Jack Johnson, Senior Sustainability Specialist
Address: 455 County Center, 4th Floor, Redwood City, CA 94063
Telephone: 970-948-9874
Email: jejohnson@smcgov.org

In the case of Contractor, to:

Name/Title: Bart A. Charlow, CEO
Address: 4031 Pacific Blvd, San Mateo, CA 94403
Telephone: 650-347-3648
Email: bart@samaritanhousesanmateo.org

18. Electronic Signature

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


19. Payment of Permits/Licenses

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

* * *


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

For Contractor: SAMARITAN HOUSE

| | | |
|--|-----------------------------------|---|
|  _____ Contractor Signature | <u>12/7/2020</u> _____ Date | <u>Bart A. Charlow</u> _____ Contractor Name (please print) |
|--|-----------------------------------|---|

Signed Digitally

COUNTY OF SAN MATEO

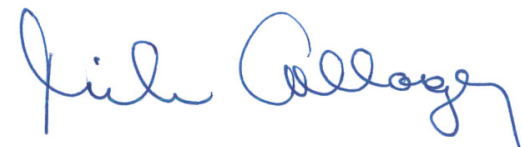
By: 

President, Board of Supervisors, San Mateo County

Resolution No. 077919

Date: 1/5/2021

ATTEST:



By:
Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Consult with the County on the design and operation of a grocery rescue program in the Samaritan House service area of San Mateo County.

Consult with the County and establish a fee for service contract providing regular route pickups/drop offs from edible food generators, as defined by CA SB 1383, to Samaritan House and other food recovery organizations and sites, assist with outreach, and weigh and otherwise track the amount and type of food picked up/dropped off. Consult with the County and Second Harvest Silicon Valley regarding identifying edible food generators as defined under CA SB 1383, and to establish frequency and schedule of pick-up/drop offs.

Hire a licensed building contractor to oversee the retrofit of areas of the Samaritan House structure to accommodate increased food storage, food redistribution, and already prepared food repackaging and storage for redistribution. Retrofit will include a redesign of a space near the existing kitchen, electrical and data wiring, plumbing, refrigeration units, computers for data collection/reporting, rerouting of HVAC equipment, flooring, addition of a transition ramp to connect the existing kitchen and food storage to the expanded pantry area. The County expressly approves the use of subcontractors for this work.

Acquire, install and maintain refrigerator/freezer units for already prepared and packaged food acquired from the grocery rescue activities, packaging and labeling machines, a chiller/freezer, and shelving and rack systems.

Purchase, site and maintain durable outdoor sheds to secure equipment for the grocery rescue and already prepared food program.

Purchase, from the funds provided, refrigerated vehicles necessary to establish and maintain the grocery rescue program. Contractor shall insure, fuel, service, maintain and repair the vehicles from the funds provided.

Hire, train, and employ a driver(s) for the purpose of collecting and distributing edible food.

Consult with the County and Second Harvest of Silicon Valley to hire, train, and employ staff (or volunteers) to set up, take down, unload, clean up, and troubleshoot at any grocery rescue redistributions created under this contract and occurring as part of the grocery rescue redistribution program.

Coordinate with Second Harvest of Silicon Valley to maintain best practices and demonstrate compliance with the grocery rescue and food distribution standards.

Administer this contract and consult with the County and Second Harvest Silicon Valley to establish metrics consistent with CA SB 1383 and established Second Harvest Silicon Valley requirements to record and report on the weight and type of food collected, distributed and otherwise disposed of in the grocery rescue and already prepared food programs.

Exhibit B

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 for the services of a:

Food Rescue & Delivery Driver(s) @ \$26.46/hr. including benefits

Food Rescue Coordinator @ \$28.98/hr. including benefits

Assistant Food Services Manager @ \$30.34/hr. including benefits

Associate Director of Programs @ \$60.18/hr. including benefits

Contractor shall be reimbursed for labor and administration costs upon submission of an invoice documenting the expenses. Hourly labor rates may increase due to rising labor costs, any such adjustments shall be agreed upon by the County and the Contractor.

Contractor shall be reimbursed for expenses associated with building retrofit, equipment, and vehicle purchases upon submission of an invoice documenting the expenses.

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

In no event shall the County's fiscal obligation exceed \$978,952.00. Contractor will submit invoices quarterly. County shall make payments within 30 business days of receipt and approval of invoices.



County of San Mateo

Contract Amendment Coversheet and Contract Amendment for >\$200K

CONTRACT SUMMARY

| | | |
|---------------------|-------------------------|----------------------|
| Contract No: | Contractor Name: | Amendment No: |
| RN 077919 | Samaritan House | 1 |

THE AGREEMENT HAS CHANGED AS FOLLOWS:

Agreement Amount

| | | | |
|----------------------------|-------------------------------|-------------------|--|
| Original Amount: | \$978,952 | | |
| Amendment 1 Amount: | \$0 | | |
| Current Amount: | Addition or Reduction: | New Total: | |
| \$978,952 | \$0 | \$978,952 | |

Agreement Term

| | | | |
|--------------------------------|----------|------------------------------|-----------|
| Original Start Date: | 1/5/2021 | Original End Term: | 6/30/2023 |
| Amendment 1 Start Date: | 1/5/2021 | Amendment 1 End Date: | 6/30/2025 |

Paragraph Changes:

Section 4. Term of the agreement has been amended.

Section 17. Notices

Exhibit A has been amended.

Exhibit B has been amended.

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SAMARITAN HOUSE**

THIS AMENDMENT TO THE AGREEMENT entered into this 30th day of June 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," Samaritan House, 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 5, 2021; and

WHEREAS, the parties wish to amend the Agreement to extend the term and revise the notices.

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

1. 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 from January 5, 2021, through June 30, 2025.

2. Section 17. Notices is amended to read as follows:

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt. Page 8

In the case of County, to:

Name/Title: Chris Slafter, Senior Sustainability Specialist
Address: 455 County Center, 4th Floor, Redwood City, CA 94063

Telephone: 510-789-9185
Email: cslafter@smcgov.org

In the case of Contractor, to:
Name/Title: Laura Bent, CEO
Address: 4031 Pacific Blvd, San Mateo, CA 94403
Telephone: 650-347-3648
Email: Laura@samaritanhousesanmateo.org

2. Original Exhibit A is replaced with Revised Exhibit A, (rev. 6/30/23).
3. Original Exhibit B is replaced with Revised Exhibit B, (rev. 6/30/23).
4. **All other terms and conditions of the agreement dated January 5 ,2021, between the County and Contractor shall remain in full force and effect.**

Revised Exhibit A (rev.6/30/23)

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 and requiring large food generating businesses such as, but not limited to, supermarkets, grocery stores with a total facility size of 10,000 or more square feet, food wholesalers and distributors, and hotels with 200 or more rooms (generators) to arrange for edible food recovery services that recover the maximum amount of their surplus edible food possible. Edible Food Recovery is the act of diverting surplus edible food from businesses, organizations, or events that otherwise would have been disposed of in a landfill or sent to compost. Recovered food is then distributed to people in need. Food recovery organizations and services with expertise in food handling and safety, a deep understanding of hunger and food insecurity in our communities, and infrastructure to distribute food to those in need throughout the county, carry out this recovery service. 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.

To help the food recovery organizations build capacity for their programs, the County has contracted with Abbe and Associates, a waste management and recycling industry consultant group, to provide Contractor assistance developing a fee-for-service model for the edible food recovery services they provide generators. Charging fees for the food recovery services Contractor provides will create sustainable funding for their edible food recovery efforts beyond the life of this agreement.

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Task 1. Coordinate with Abbe & Associates to determine fee-for-service model for edible food recovery services Contractor offers to generators.

1. Correspond with Abbe and Associates over email, phone, and video call as requested by Abbe and Associates to discuss fee-for-service model development.
2. Provide Abbe and Associates staff in-person tours of Contractor's facilities or food distributions as requested.
3. Compile and provide information on Contractor's edible food recovery services and food distribution programs to Abbe and Associates upon their request. Information includes but is not limited to standard operating procedures, edible food recovery contracts with generators and other food recovery organizations or services; and records of costs associated with developing and managing Contractor's food recovery services and food distribution programs

Deliverable:

1. List of facilities toured with Abbe & Associates.
2. Report that details information, contracts, and records provided to Abbe & Associates described in Task 1.3.

Task 2. Finalize the edible food recovery agreement contractor will use when establishing agreements with generators.

1. By August 15, 2023, finalize agreement Contractor will offer generators for edible food recovery services. Contract will incorporate fee-for-service recommendations from Abbe & Associates into these agreements.

Deliverable

1. Copy of Contractor's final edible food recovery agreement template the Contractor will provide to generators for edible food recovery services.

Task 3. Provide food recovery services to generators.

1. Contractor shall employ, hire, and train drivers and other staff for the purpose of collecting and redistributing edible food from generators.
2. Purchase, from the funds provided, refrigerated vehicles necessary to establish and maintain a van/truck or other refrigerated vehicle for the purpose of collecting and redistributing edible food from generators in their service area (South San Francisco, San Bruno, Millbrae, Hillsborough, Burlingame, San Mateo, Foster City, Belmont, San Carlos, Redwood City, North Fair Oaks) to residents via the Contractor's or other organization's food distribution programs. Contractor will be responsible for insurance, fuel, service, and proper maintenance of the van paid from funds provided under this contract.
3. Contractor shall operate regular route pickups and redistributions for generators with whom they contract, and conduct outreach and hold trainings with generators as needed.
4. 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 distribution capacity and minimize storage time for recovered foods. Contractor shall coordinate with these organizations to deliver or provide surplus recovered food to them for their distribution to residents.
5. Contractor will maintain records of pounds of food recovered from each generator, tracking pounds per pick up from each generator.
6. Contractor shall report on the progress and activities of their edible food recovery program and provide documentation upon request of the County.

Deliverable

1. Record of pounds of food recovered from each generator Contractor provides edible food recovery services to broken down by month.
2. Summary of trainings provided to generators each quarter.
3. Provide county with a quarterly report that details efforts and results of efforts to develop relationships with other food distribution programs each quarter.
4. Summary of pop-up distributions held during the quarter.

Task 4 Expand edible food recovery program to additional generators.

1. Contact generators within San Mateo County regulated under local edible food recovery ordinances via phone, email, and/or in-person site visits to inform them of their requirements under local edible food recovery ordinances and Contractor's edible food recovery services.
2. Keep record of all outreach conducted to generators not yet receiving services by Contractor. Note name, address, method of contact, and response of each generator after being contacted about Contractor's edible food recovery services.
3. Establish agreements with generators to provide them edible food recovery services using the agreement developed in task 2. Agreements will identify how generators will compensate Contractor for the food recovery services they provide.
4. Onboard generators into Contractor's food recovery program. This may include on-site visits generator's facility, trainings to generator staff, or other coordination with generators.
5. Provide generators regular edible food recovery services.

Deliverables

1. Record of outreach conducted each quarter.
2. List and copy of contracts executed with generators each quarter.
3. Summary of efforts to onboard new generators each quarter.

Task 5. Other related services as necessary with prior approval from the County including, but not limited to, edible food recovery program piloting, participation in regional work groups, or sharing

information on Contractor's food recovery program with other food recovery organizations or during events/conferences.

Revised Exhibit B (rev. 6/30/23)

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 for the services of a:

- Food Rescue & Delivery Driver(s) @ \$30.00 /hr. including benefits
- Food Rescue Coordinator @ \$38.68 /hr. including benefits
- Assistant Food Services Manager @ \$33.75/hr. including benefits
- Associate Director of Programs @ \$ 69.44 /hr. including benefits

Contractor shall be reimbursed for labor and administration costs upon submission of an invoice documenting the expenses. Hourly labor rates may increase due to rising labor costs, any such adjustments shall be agreed upon by the County and the Contractor.

Contractor shall be reimbursed for expenses associated with building retrofit, equipment, and vehicle purchases upon submission of an invoice documenting the expenses with prior approval from the County.

Contractor shall be reimbursed for gas, maintenance, van repairs, and insurance, etc. with prior approval from the County, upon submission of an invoice documenting the expenses.

Contractor shall invoice the County quarterly. All invoices must include:

- A. Organization letterhead
- B. Current Organization address
- C. Agreement/Contract #
- D. Invoice #
- E. Invoice date
- F. Total cost
- G. Amount owing
- H. Amount previously billed
- I. Amount remaining on agreement

Contractor shall provide supporting documents concurrently upon invoice submittal, adequate to substantiate the charges. Adequate supporting documents include, but are not limited to: deliverable documents, payroll registers, timesheets, detailed invoices, inspection certificates, activity/participant logs, applicant forms, acceptance letters, survey forms, authorized travel/expense forms, service acknowledgment forms, etc. The types of supporting documents required to verify information on invoices depends on the specified contracted services and, if applicable, costs to be reimbursed. Contractor shall include a written certification that the costs were actually incurred for the Project and that the supporting documentation is true, correct and complete. The County reserves the right to withhold payment on invoices until Contractor provides adequate supporting documents. The adequacy of supporting documentation is in the sole discretion of the County.

In no event shall the County's fiscal obligation exceed \$978,952.00. County shall make payments within 30 business days of receipt and approval of invoices