

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

THIS AMENDMENT ONE TO THE AGREEMENT, entered into this 10th day of June 2025,
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; and

WHEREAS, the parties entered into an agreement for the purpose of providing 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, the parties wish to amend the Agreement with Amendment One by extending the term through June 30, 2026, increasing the not-to-exceed amount by \$2,000,000 to a new not-to-exceed amount of \$4,000,000, and modifying Exhibit A to include Performance Measures for Fiscal Year 2025-26.

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

1. Section 3 of the Agreement is amended 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 FOUR MILLION DOLLARS AND ZERO CENTS (\$4,000,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. **Section 4 of the Agreement is amended 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, 2026.

3. **Exhibit A Section B. Line Item 4. Performance Measures is amended to read as follows:**

4. Meet and document the following performance measures:

Outcomes	Target	Fiscal Year (FY)
20 million Pounds of Food Distributed in San Mateo County	100 Food Distribution Sites Operated in San Mateo County Quarterly	7/1/2024 – 6/30/2025
20 million Pounds of Food Distributed in San Mateo County	100 Food Distribution Sites Operated in San Mateo County Quarterly	7/1/2025 - 6/30/2026

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 One to Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Second Harvest of Silicon Valley

DocuSigned by:



5/12/2025

Tracy Weatherby

Contractor Signature

Date

Contractor Name (please print)

For County:



June 10, 2025

Michael P. Callagy, County Executive

Purchasing Agent Signature

Date

Purchasing Agent Name (please print)

County of San Mateo

County of San Mateo

(Department Head of Authorized Designee)

(Department Head of Authorized Designee)

Resolution No. 081222