

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

THIS AMENDMENT TO THE AGREEMENT, entered into this 23rd day of May, 2023, 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 I 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 eight hundred and thirty-eight thousand thirty-two dollars (\$838,032). 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:

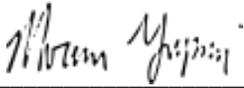
Subject to compliance with all terms and conditions, the term of this Agreement shall be

from January 28, 2020, through June 30, 2024.

3. Original Exhibit A is replaced with Revised Exhibit A, (rev. 5/23/23).
4. Original Exhibit B is replaced with Revised Exhibit B, (rev. 5/23/23).
5. **All other terms and conditions of the agreement dated January 28,2020, between the County and Contractor shall remain in full force and effect.**

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

April 25, 2023
Date

Miriam Yupanqui
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

Revised Exhibit A (rev.5/23/23)

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 solid waste industry consultant group, to provide Contractor assistance developing a fee-for-service model for the edible food recovery services they provide large food generating businesses. Charging fees for the food recovery services contractor provides will create sustainable funding for 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 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 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. Contractor shall service and properly maintain a van/truck or other refrigerated vehicle for the purpose of collecting and redistributing edible food from generators in their service area (East Palo Alto, Menlo Park, Atherton, North Fair Oaks, Redwood City, Portola Valley, and Woodside) to residents via the Contractor's or other organization's food distribution programs. Contractor shall 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 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.
6. Contractor will maintain records of pounds of food recovered from each generator, tracking pounds per pick up from each generator.
7. Contractor shall report on the progress and activities of their edible food recovery program and provide documentation upon request of the County.

Deliverable

1. A monthly record of pounds of food recovered from each generator Contractor provides edible food recovery services to.
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 via phone, email, and/or in-person site visits to inform them of their requirements under local edible food recovery ordinances and of 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 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. 5/23/2023)

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:

- Administration personnel: \$50/hour
- Coordination personnel (1-12 coordinators/ van drivers): \$21- 26/hour

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 rent, gas, maintenance, insurance, etc. upon submission of an invoice documenting the expenses.

Truck repairs, capacity/infrastructure improvements/equipment shall be paid from funds provided under this contract with prior approval of the County. Contractor will provide documentation for any such expenditures.

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. 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 \$838,032. County shall make payments within 30 business days of receipt and approval of invoices.

