

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND SECOND HARVEST FOOD
BANK**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Second Harvest Food Bank, 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, on June 23, 2015 the parties entered into an agreement (the "Agreement") for purchasing food for residents of San Mateo County in the amount of \$600,000 for the term of July 1, 2015 through June 30, 2017; and

WHEREAS, the parties wish to amend the Agreement to add funds in the amount of \$150,000 for a new total obligation of \$750,000 and to extend the term by twelve months to June 30, 2018 for the continuation of services and to increase the number of residents served by Contractor.

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

1. Section 1 "Exhibits and Attachments" of the Agreement is amended to read as follows:

Exhibit A— Program/Project Description (Revised June, 2017) – **New**
Exhibit B— Method and Rate of Payments (Revised June, 2017) – **New**
Exhibit C – Reporting and Outcomes – (Revised June, 2017) – **New**
Attachment I – Assurance of Compliance with Section 504

2. Section 3 "Payment" 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 Exhibits A (Revised June, 2017), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (Revised June, 2017) and Exhibit C Reporting and Outcomes. 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 **SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000)**. In the event that County makes any advance payments,

Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration.

3. 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 July 1, 2015 through June 30, 2018.

4. Paragraph 20 “**Compliance with Living Wage**” is hereby added to the Agreement as follows:

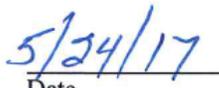
As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees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

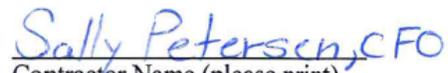
5. **Exhibit A “Program Project Description”** is hereby replaced by “Exhibit A— Program/Project Description (Revised June, 2017)” in its entirety, is attached hereto and incorporated by reference herein.
6. **Exhibit B “Method and Rate of Payments”**, is hereby replaced by “Exhibit B— Method and Rate of Payments (Revised June, 2017)” in its entirety, is attached hereto and incorporated by reference herein.
7. **Exhibit C – Reporting and Outcomes** is attached and added to this Agreement.
8. **All other terms and conditions of the Agreement dated June 23, 2015, and any subsequent amendment between 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: **Second Harvest Food Bank**


Contractor Signature


Date


Contractor Name (please print)

COUNTY OF SAN MATEO

By: _____

President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____

Clerk of Said Board

Exhibit A (Revised June 2017)
Program/Project Description
Second Harvest Food Bank

In consideration of the payments set forth in Exhibit B “Method and Rate of Payment” (Revised June 2017) and Exhibit C “Reporting and Outcomes, Contractor shall, under the general direction of the Director of the Human Services Agency (HSA), or her authorized representatives, provide for the following services to benefit the citizens of San Mateo County:

Contractor will provide the following services, supporting activities, and related information.

1. Services Provided

A. Direct Service:

Contractor will provide direct service programs to residents of San Mateo County. These services include providing a variety of healthy groceries to low-income residents through the following programs managed directly by Second Harvest Food Bank (SHFB). These programs serve low-income residents, at least 70% of whom have incomes at 200% of Federal Poverty Level (FPL) or lower. The specific direct services include:

- a. Brown Bag: bi-monthly distribution to seniors and disabled residents over 55
- b. Family Harvest: monthly distribution to families with children
- c. Kids NOW: weekly distribution to children and their families
- d. Produce Mobile: monthly distribution of fresh fruits and vegetables

B. Indirect Service:

Contractor will provide indirect services (also known as Food Assistance programs) which consist of healthy groceries and meals to low-income residents through the following programs managed by SHFB nonprofit partners. These programs serve low-income residents, at least 70% of whom have incomes at 200% of FPL or lower. These indirect services include:

- a. Pantry: groceries
- b. Soup Kitchen: meals
- c. Rehabilitation: residential program with meals
- d. Senior Programs: meals for seniors
- e. Shelter: meals at homeless shelters
- f. Children and Families: meals for children and groceries for their families
- g. Children’s Programs: meals for children
- h. Multi-Service: combination of meals and groceries
- i. School Pantry: groceries

C. Volunteers:

Contractor will recruit and train volunteers to assist with the delivery and distribution of food and other SHFB operations. The number of volunteers that will be trained is based on the needs of SHFB. This number will be sent to the San Mateo County Human Services Agency (HSA) on a quarterly basis.

D. Outcomes of Services

The overall health of thousands of low-income individuals in San Mateo County will be improved by providing the above services. Contractor is expected to provide at least 1.2 million pounds of food per month to San Mateo County residents as part of these services.

2. Supporting Activities

The following requirement will dictate how the food is collected, distributed as well as how the inventory is maintained and the needs of San Mateo County residents are met.

- A. Contractor will collect food from donors to assure ongoing and expanded food donations by maintaining computerized data on each donor, contacting them on a regular basis, providing prompt service in picking-up food, and recognizing them for their support.
- B. Contractor will continue to seek additional funding from foundations, corporations, and other sources.
- C. Contractor's staff members shall participate in local, state and national coalitions, alliances, task forces, and committees dedicated to ending hunger.
- D. Contractor shall conduct outreach activities in San Mateo County to promote their food programs and to inform the public of the hunger needs of the client population.
- E. Contractor will coordinate periodic regional meetings to focus on the specific needs of each region and to establish programs as needed.
- F. Contractor will research food assistance service needs throughout the County to determine where gaps in services exist.

3. Additional Responsibilities

- A. Contractor will provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.
- B. Contractor agrees to keep HSA informed about its services and activities under this contract, and to accept appropriately referred clients from San Mateo County and the Core Service Agencies for its contract services as part of its client base.
- C. Contractor shall provide HSA with a current budget which states both the program budget and the total agency budget. In addition, Contractor will maintain all pertinent records and data collection forms that reflect activities listed in this contract for the required period of time.
- D. Contractor will provide HSA with annual audited financial statements in accordance with generally accepted government auditing standards annually within nine months after the fiscal year end. Contractor will provide HSA with documentation of each County grant program including award name and amount, award date, expenditures life-to-date, and amounts received life-to-date.

(End of Exhibit A)

Exhibit B (Revised June, 2017)
Method and Rate of Payment
Second Harvest Food Bank

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

1. Invoices

A. Fiscal Year 15-17

County has fulfilled its obligation for Fiscal Year 2015 through Fiscal Year 2017 in the amount of \$600,000.

B. Fiscal Year 2017-2018

For Fiscal Year 2017 through 2018 Contractor will invoice County on a quarterly basis for actual costs incurred related to food and equipment purchased according to this agreement. Contractor will submit separate invoices for food purchases/food packaging cost, not to exceed \$37,500 per quarter and not to exceed ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) for fiscal year 2017-2018.

All quarterly invoices are to be submitted to the San Mateo County Human Services Agency - Economic Self-Sufficiency, Navjeet Singh, Manager - 400 Harbor Boulevard, Building B - Belmont, CA, 94002. Phone: (650) 802-0136. Email:

Nnsingh@smcgov.org

2. Total Agreement Obligation:

The total Agreement obligation including all services, fees and taxes for the term of the Agreement shall not exceed **SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000)**.

Exhibit C
Reporting and Outcomes

SHFB will provide the following reports on a quarterly basis due no later than the 20th of the month following the close of the quarter.

- Program narrative regarding direct service programs and indirect service programs
- Total individuals served through the Hunger Relief Network in San Mateo County
- Food bank poundage by zip code for San Mateo County
- Pounds of food distributed to food pantry's and food distribution sites by zip code and site name
- Pounds per individual through the Hunger Relief Network in San Mateo County
- Capacity for food distribution for emergency food providers (poundage increase)
- Number of people served (increase or decrease)
- Reports for all performance measures identified below.
- Zip code report showing food distributed by zip code.
- Expense reporting in Direct and Indirect Service Program areas.

Outcomes Report

Contractor will collect and report on a quarterly basis, outcomes of various program activities. The following outcomes are anticipated for the services provided pursuant to this Agreement:

	FY15-16 Estimate of Actuals	FY16-17 Target	FY17-18 Target
Pounds of Food Distributed in San Mateo County Annually			
-via direct services programs*	6 Million	3.1 Million	3.1 Million
-via indirect services/food assistance program	10 Million	13.1 Million	13.1 Million
-total pounds	16 Million	16.2 Million	16.2 Million
Number of San Mateo County Residents Who Receive Food Monthly			
-via direct services programs	20,000	21,000	21,000

Number of San Mateo County Residents Who Receive Food Monthly -via indirect services/food assistance program	54,000	60,000	60,000
Number of Volunteer hours in San Mateo County Annually	95,000	96,000	96,000

*The new SHFB strategic plan changes the allocation method. The total pounds of food is projected to increase each year, but fewer pounds will be distributed via direct service programs and more pounds will be distributed via the indirect service programs. Additionally, Contractor is observing a trend of the residents moving out of San Mateo County and therefore project that the number of individuals served through this agreement will become constant from Fiscal Year 2016-17 to Fiscal Year 2017-18.

All Quarterly Reports including zip code reports are to be submitted to the San Mateo County Human Services Agency - Economic Self-Sufficiency, Navjeet Singh, Manager - 400 Harbor Boulevard, Building B - Belmont, CA, 94002. Phone: (650) 802-0136. Email: Nnsingh@smcgov.org

(End of Exhibit C)