

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

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Second Harvest Food Bank, 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

**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 TWO HUNDRED AND FIVE THOUSAND TWO HUNDRED EIGHTY-ONE DOLLARS (\$205,281). 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.

### **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2016, through June 30, 2019.

**5. Termination; Availability of Funds**

This Agreement may be terminated by Contractor or by the Director of the Human Services Agency or his/her 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.

**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. 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.

**11. 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:

- ☒ Comprehensive General Liability... \$1,000,000
- ☒ Motor Vehicle Liability Insurance... \$1,000,000
- ☒ Professional Liability..... \$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.

**12. 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.

### **13. 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**

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

**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 must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

**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 Section 12, above. Such duty shall include reporting of the filing of

any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, 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.

#### **14. 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 Section 3, above, 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.

#### **15. 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.

**16. 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.

**17. 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.

**18. 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: San Mateo County Center on Homelessness



Name/Title: Selina Toy Lee  
Address: 1 Davis, Belmont, CA, 94402  
Telephone: 650-802-5120  
Facsimile: N/A  
Email: stoy-lee@smcgov.org

In the case of Contractor, to: Second Harvest Food Bank

Name/Title: Susan Takalo, Director of Services  
Address: 1051 Bing Street, San Carlos, CA, 94070  
Telephone: 650-610-0800  
Facsimile:  
Email: stakalo@shfb.org

#### **19. Electronic Signature**

If 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, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

\* \* \*

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

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

SECOND HARVEST FOOD BANK

A handwritten signature in blue ink, appearing to read "Kallaya D. Joel".

Contractor's Signature

Date: 5/24/16

*(April 1, 2015 CCC issued contract template version)*

**Exhibit A**  
**Program/Project Description**  
**Second Harvest Food Bank**  
**FY 2016-19**

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In consideration of the payments set forth in Exhibit B, 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:

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

**Services Provided**

1. Direct Service programs provide a variety of healthy groceries to low-income residents through the following programs managed directly by Second Harvest. These programs serve residents who have incomes below 200% of the Federal Poverty Level (FPL).
  - 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
2. Indirect Services (also known as Food Assistance programs) provide a variety of healthy groceries and meals to low-income residents through the following programs managed by Second Harvest nonprofit partners. These programs serve low income residents, at least 70% of whom have incomes at 200% of FPL or lower.
  - 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
3. Recruit and train volunteers to assist with the delivery and distribution of food and other Second Harvest operations.

**Outcomes of Services**

The overall health of thousands of low-income individuals in San Mateo County will be improved by providing the above services.

## Outcomes

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:

	<b>FY15-16 Estimate of Actuals</b>	<b>FY16-17 Target</b>	<b>FY17-18 Target</b>	<b>FY18-19 Target</b>
<b>Pounds of Food Distributed in San Mateo County Annually</b>				
-via direct services programs*	6 Million	3.1 Million	3.2 Million	3.3 Million
-via indirect services/food assistance program	10 Million	13.1 Million	13.2 Million	13.3 Million
<b>-total pounds</b>	<b>16 Million</b>	<b>16.2 Million</b>	<b>16.4 Million</b>	<b>16.6 Million</b>
<b>Number of San Mateo County Residents Who Receive Food Monthly</b>				
-via direct services programs	20,000	21,000	22,000	23,000
<b>Number of San Mateo County Residents Who Receive Food Monthly</b>				
-via indirect services/food assistance program	54,000	60,000	65,000	70,000
<b>Number of Volunteer hours in San Mateo County Annually</b>				
	95,000	96,000	97,000	98,000

\*The new Second Harvest strategic plan changes their allocation method. The total pounds of food is projected to increase each year, but fewer pounds will be distributed via direct services programs and more pounds will be distributed via the indirect programs.

## **RESOURCE DEVELOPMENT**

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.

Contractor will continue to seek additional funding from foundations, corporations, and other sources.

Contractor's staff members shall participate in local, state and national coalitions, alliances, task forces, and committees dedicated to ending hunger.

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.

Contractor will coordinate periodic regional meetings to focus on the specific needs of each region and to establish programs as needed.

Contractor will survey new and existing agencies and build new partnerships with County agencies to provide additional food and nutritional services.

Contractor will research food assistance service needs throughout the County to determine where gaps in services exist.

Contractor will survey new and existing agencies to determine ways to provide additional food and nutrition services.

## **CONTRACTOR'S ADDITIONAL RESPONSIBILITIES**

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.

Contractor agrees to keep the San Mateo County Human Services Agency 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.

Contractor shall provide the Human Services Agency (HSA) with a current budget which states both the program budget and the total agency budget. In addition, the contractor will maintain all pertinent records and data collection forms that reflect activities listed in this contract for the required period of time.

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.

## **REPORTING**

Second Harvest Food Bank will provide the following on a quarterly basis due no later than the 20<sup>th</sup> of the month following the close of the quarter.

- Program narrative regarding direct service programs and indirect service programs
- Reports for all performance measures identified above.
- Zip code report showing food distributed by zip code.
- Expense reporting in Direct and Indirect Service Program areas.

## **CONFIDENTIALITY**

Contractor requires all employees to comply with all applicable confidentiality laws and regulations.

End of Exhibit A

**Exhibit B  
Method and Rate of Payment  
Second Harvest Food Bank  
FY 2016-19**

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In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay the Contractor according to the payment schedule described below on a quarterly basis with a reconciliation of the payments and expenditures, not to exceed \$68,427 per Fiscal Year.

1 <sup>st</sup> Quarter	\$17,109	Due: October 20 <sup>th</sup>
2 <sup>nd</sup> Quarter	\$17,106	January 20 <sup>th</sup>
3 <sup>rd</sup> Quarter	\$17,106	April 20 <sup>th</sup>
4 <sup>th</sup> Quarter	\$17,106	* July 5 <sup>th</sup>

\*Invoice may be submitted before reporting.

**General Payment Terms:**

- a. Payment Rates:
  - Payment for services shown in this contract may be adjusted across quarters to meet service goals as agreed upon by both parties and approved by the County in writing so long as it does not exceed the total Agreement obligation
- b. Right of County to Request Additional Services:
  - The County may request additional related services under this agreement and adjust program rates for the programs described within this agreement to accommodate the addition of services as agreed upon by both parties as long as it does not exceed the total agreement obligation and is not restricted by any grant or specific funding agreements.
- c. Changes to the agreement will be documented through an administrative memorandum that will serve as an amendment to the agreement.

**Total Agreement Obligation:**

County's payment to Contractor for services performed under this agreement, in addition to any taxes or fee may not exceed \$205,281.

The County shall pay the Contractor within thirty (30) working days following receipt of invoice at the rate of payment set forth in above pursuant to the criteria set forth in Exhibit A of this Agreement.

Payment for the following years will be based on availability of funds.

Invoices will not be paid without Quarterly Reports and expense reporting. Quarterly Reports and invoices are to be sent to Beth Falls, 1 Davis Drive, Belmont, CA 94002. Phone (650) 802-7656, [bfalls@smcgov.org](mailto:bfalls@smcgov.org).

End of Exhibit B

## ATTACHMENT I

### Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

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The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Kalhana G. Jackson

Name of Contractor(s):

Second Harvest Food Bank

Street Address or P.O. Box:

750 Contra Ave

City, State, Zip Code:

San Jose, CA 95125

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Kalhana G. Jackson

Title of Authorized Official:

CEO

Date:

5/24/16

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."