

FIRST AMENDMENT TO AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND SECOND HARVEST FOOD BANK

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2019, 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 19, 2018, the parties entered into an Agreement with Second Harvest Food Bank to provide to provide food assistance to San Mateo County residents for an amount not to exceed \$150,000 and for the term of July 1, 2018 to June 30, 2019; and

WHEREAS, the parties wish to amend the Agreement to increase the funding by \$154,500 for a new total obligation not to exceed \$304,500 and extend the term by one year to June 30, 2020.

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

1. Paragraph 3 – Payments is hereby 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 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 **THREE HUNDRED FOUR THOUSAND AND FIVE HUNDRED DOLLARS** (\$304,500). 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. Paragraph 4. Term is hereby amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2018 through June 30, 2020.

3. Exhibit A - Services is hereby amended as follows:

Any reference made to a Federal Poverty Line (FPL) of 200% will read 275%.

4. Exhibit B – Payments items B and D are hereby amended to read as follows:

B. Contractor shall invoice County on a quarterly basis for actual costs incurred for the services listed in Exhibit A. Invoices for food purchases/food packaging cost shall not to exceed \$37,500 per quarter in FY 2018-19 and \$38,625 for FY2019-20.

D. Invoice Submission Dates:

Service Dates/Quarter	Invoice Due By
July – September	October 10
October – December	January 10
January – March	April 10
April – June	July 3

5. Exhibit C – Reports and Outcomes is hereby amended to include the following:

Contractor agrees to meet the following performance measures

Measures	FY 2018-19	FY 2019-20
Percentage of individuals at or below the 275% of the Federal Poverty Level provided with food that have requested food provisions.	100%	100%
Food distributed within San Mateo County through Second Harvest’s direct service programs.	100% or 3.1 million pounds	100% or 3.1 million pounds

5. All other terms and conditions of the agreement dated June 19, 2018, 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: SECOND HARVEST FOOD BANK

Sally Petersen 5/23/2019 Sally Petersen
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