

SECOND AMENDMENT

TO THE

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
(HUMAN SERVICES AGENCY OFFICE OF HOUSING)**

AND

SECOND HARVEST FOOD BANK

**FOR THE FAMILY HARVEST AND OPERATION BROWN BAG
PROGRAMS**

Contact Person: Anika Stevens
Telephone number: (650) 802-5040

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN COUNTY OF SAN MATEO
("County"), AND SECOND HARVEST FOOD BANK ("Contractor") FOR THE FAMILY
HARVEST AND THE BROWN BAG PROGRAMS**

THIS SECOND AMENDMENT to the following AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the County and Contractor as named above:

WITNESSETH

WHEREAS, on September 9, 2002, by Agreement No. 71000-03-C076; the County authorized execution of an Agreement with Contractor for the Family Harvest and Operation Brown Bag Programs (the "Original Agreement"); and

WHEREAS, on July 18, 2003, the County Manager's Purchasing Agent authorized a First Amendment to the Original Agreement which added additional funds to the Operation Brown Bag Program, deleted the Family Harvest Program and extended the term of the Original Agreement to June 30, 2004; and

WHEREAS, the County desires to provide additional funding support to Second Harvest Food Bank to reinstate the Family Harvest Program by obligating \$46,547 in General Funds; and

WHEREAS, the Original Agreement and the First Amendment to the Original Agreement constitute the Funding Agreement; and

WHEREAS, the purpose of this Amendment is to modify the Funding Agreement to (a) incorporate the Family Harvest Program, and (b) increase the overall funding to reflect the added program.

NOW THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO THAT THE FUNDING AGREEMENT IS AMENDED AS FOLLOWS:

1.- Page 1 of the Funding Agreement is amended to read as follows:

<u>CONTRACT AMOUNT</u>	\$114,694	<u>CONTRACT TERM</u>	
		Start Date :	August 1, 2002
		End Date :	June 30, 2004
<u>COUNTY REPRESENTATIVE</u>		<u>CONTRACTOR REPRESENTATIVE</u>	
Steve Cervantes		David A. Sandretto	
Director Office of Housing		Executive Director	
262 Harbor Blvd., Bldg A		750 Curtner Avenue	
Belmont, CA 94002		San Jose, CA 95125	
(650) 802-5050	Fax: (650) 802-5049	(408) 266-8866	Fax: (408)266-9042

EXHIBITS

- 2.- Exhibit A and Exhibit A1 of the Funding Agreement are replaced in their entirety by the Attached Exhibit A2.
- 3.- Exhibit B and Exhibit B1 of the Funding Agreement are replaced in their entirety by the Attached Exhibit B2.
- 4.- Section 3 of the Funding Agreement is Amended to read as follows:

3. SERVICES TO BE PERFORMED

In consideration of the payments hereinafter set forth in **Exhibit B2**, Contractor, under the general direction of the Director of Human Services Agency (the "Director"), or her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in **Exhibit A2**.

5. Section 4 of the Funding Agreement is Amended to read as follows:

4. PAYMENTS

A. **Maximum Amount** In full consideration of Contractor's performance of the services described in **Exhibit A2**, the amount that the County shall be obligated to pay under this Agreement shall not exceed **\$114,694**.

B. **Method and Rate of Payment** The method and rate of payment shall be as specified in **Exhibit B2**. Any increase in the rate of payment is subject to the approval of the Director or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the rates established in **Exhibit B2** be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 4A above. Each payment shall be conditioned on the performance of the services described in **Exhibit A2** to the full satisfaction of the Director or her representative.

C. **Time Limit for Submitting Invoices** As applicable, Contractor shall submit an invoice for services to County for payment in accordance with the provisions of **Exhibit B2**. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one-hundred twenty (120) days after the date services were rendered, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

D. **Availability of Funds** Payment for all services provided pursuant to this Agreement are contingent upon the availability of County, State, and Federal funds. In the event the State or Federal government does not, as determined by the Director, appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on County funds. The County may terminate the Agreement at any time due to the unavailability of Federal, State or County funds.

- 6.- Except as herein specified, all other terms and conditions of the Funding Agreement shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors

Date: _____

SECOND HARVEST FOOD BANK OF
SANTA CLARA AND SAN MATEO
COUNTIES

By: 
Print Name & Title
David A. Sandretto, Executive Director

Date: 2/19/04

EXHIBIT A2
PROGRAM/PROJECT DESCRIPTION

In consideration of payments herein provided for, Contractor shall, under the general direction of the Director of the Human Services Agency, or her authorized representatives, provide for the following services to benefit the citizens of San Mateo County:

The Second Harvest Food Bank of Santa Clara and San Mateo Counties is located at 1051 Bing Street, San Carlos, California 94070, phone number is (650) 610-0800. Business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday.

FAMILY HARVEST

I. CLIENT SERVICES

The Contractor will provide the following services, supporting activities, and related information from August 1, 2002 through June 30, 2004. The numbers specified below are intended to serve as minimums, but variations within 10% may occur and will not be considered breach of this Agreement.

Services Provided:

Contractor will:

- A. Collect 4,000,000 pounds of food within San Mateo County for distribution to nonprofit agencies serving low-income individuals.
 - 1. Schedule weekly deliveries with Contractor's Distribution Center in Santa Clara County to supplement and assure ongoing food donations.
 - 2. Continue canned food drives with schools, businesses, and organizations to obtain food for distribution to needy County residents.
 - 3. Coordinate the purchase of food, acquired with Season of Sharing and other donated funds, and distribute to qualifying agencies serving County residents according to the number of persons served.
 - 4. Distribute USDA surplus commodities throughout San Mateo County.
 - 5. Recruit and train volunteers to sort salvaged products.

- B. Continue food and nutritional services to the current 180 member agencies receiving food from Contractor by:
 - 1. Working with member agencies and distribution sites.
 - 2. Researching food assistance service needs throughout the County to determine where gaps in services exist.
 - 3. Surveying new and existing agencies to determine ways to provide additional food and nutrition services.

4. Sponsoring an agency event to recognize outstanding services provided by member agencies.
- D. Contractor will advocate for expanded government food and nutrition services which will assist low-income persons by:
 1. Provide information to the media informing the public of hunger issues in San Mateo County; and
 2. Work with Second Harvest and the Federal Sub-Committee on Hunger to revise the USDA surplus commodity program.
 - E. Continue coordination of a holiday food drive with San Mateo County employees.

Effects of Services

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

II. 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:

1. Distribute more than 4 million pounds of food per year at 180 sites in San Mateo County, including the Core Service Centers and their referrals.
2. Provide this food to an average of 22,000 very low-income persons in the County, directly through our programs: Partners in Need; Family Harvest; and Brown Bag, and indirectly by providing food to our 180 member agencies and distribution sites.
3. Provide approximately \$12.40 worth of food for every operating dollar received.
4. Recruit and utilize the services of an average of 478 volunteers each month.
5. Explore developing an outcome measure to determine improvements in nutritional status of food recipients.

III. SUPPORTING ACTIVITIES

Community Needs Assessments Periodic regional meetings will be convened to focus on the specific needs of each region in order to eliminate duplication of services and to establish programs as needed in the County. Annual meeting of all member agencies will take place to evaluate services.

Education and Training Activities will include: individual training sessions conducted by Santa Clara County or National Second Harvest staff; agency

sponsored workshops and retreats; and seminars on volunteer management, inventory control, and others as needed.

Consultation and Technical Assistance Contractor has established standards of performance to meet Second Harvest and food industry guidelines. Technical assistance is available from Second Harvest National Network, which conducts bi-annual monitoring and evaluation.

Planning Short-term planning activities shall be scheduled annually by the advisory committees (Development Committee and Service Advisory Committee) with staff support. During this process, timelines and appropriate staff shall be designated to assure all goals and objectives are met.

Program Evaluation Computerized records of food collection and distribution, numbers of agencies and clients served, and volunteer support shall be maintained monthly, along with other activity reports. These reports, added to the semi-annual and annual evaluation of goals and objectives, provide effective monitoring tools. Evaluations of all events, i.e., the Holiday Food Drive and the Volunteer Recognition Luncheon, are routinely conducted after each event.

Resource Development

1. **Food** Contractor collects food from over 400 food donors to assure ongoing and expanded food donations by maintaining careful computerized data on each donor, contacting them on a regular basis, providing prompt service in picking up food, and recognizing them for their support.
2. **Funds** Contractor will sponsor at least three special events and two direct mail campaigns to secure needed support from the community. Foundation and corporation funding will be secured as required.

Community Coordination During the term of the Agreement, Contractor's staff members shall participate in the California Hunger Action Coalition, Statewide Brown Bag Network Association, California Food Bank Association, Nationwide Prepared Food Program, Commission on Aging, Meals on Wheels Coalition, FEMA Board, San Mateo County Council of Non-Profits and National Second Harvest Network.

Outreach, Marketing, and Publicity

1. During the term of the Agreement, Contractor shall contact all local and area media at least four times each year to promote services and events, and to inform the public of the hunger needs of the client population.
2. Coordinate periodic regional meetings to focus on the specific needs of each region, to eliminate duplication of services, and to establish programs as needed.
3. Survey new and existing agencies to determine ways to provide additional food and nutritional services.

4. Contact agencies providing services to the elderly population to inform them of the Brown Bag Program.
5. Publish a quarterly newsletter with a distribution of 20,000.

IV. DESCRIPTION OF THE SERVICE ENVIRONMENTS

Clients Served:

1. More than 22,000 San Mateo County residents turn to private agencies in order to obtain sufficient food for themselves and their families. Some reasons residents seek assistance are: high housing costs, cutbacks in government funded services, confusion regarding eligibility for government assistance, the reluctance to use food stamps, layoffs, and the growing disparity between the cost of living and low salaries are a few of the circumstances contributing to the increasing need for low-income individuals to turn to private nonprofit agencies for support.
2. Currently, 180 private nonprofit agencies are feeding more than 22,000 people each month, but each of these agencies has difficulty meeting the ever-growing need while keeping within its food budget. Limited staff and storage space cause restrictions in the ability to secure sufficient food donations from individual food donors. In collaboration with the other nonprofit agencies, Second Harvest Food Bank will continue to discuss possible alternatives to help curb the affects of the above-mentioned dilemmas.

Volunteers:

Warehouse helpers:	39
Brown Bag members distributing food:	205
Office:	9
Advisory committees and special events:	23

Advisory Committee:

Service Advisory Committee, composed of agency representatives who approve applications from new agencies and recommend warehouse and supportive practices, meet every other month.

Board of Directors

The 21 member Board of Directors meet on the first Monday of each month. The bylaws stipulate that at least three of the members are residents of San Mateo County. Currently seven (7) board members are residents of San Mateo County.

V. CONTRACTOR'S 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 the San Mateo County Human Services Agency informed about its services and activities under this contract, and to accept appropriately referred clients from the San Mateo County Human Services Agency for its contract services as part of its client base.
- C. Contractor shall establish a procedure to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this contract report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165(k).
- D. Contractor shall provide the Human Services Agency with a current budget which clearly states both the program budget and the total agency budget, if different. In addition, the contractor will maintain all pertinent records and data collection forms that reflect activities listed in this contract for a period of three (3) years.

VI. CONFIDENTIALITY

Contractor agrees to require all employees to comply with the provision of Section 10850 of the Welfare and Institutions Code and Division 19-000 of the State Department of Social Service Manual of Policies and Procedures.

OPERATION BROWN BAG PROGRAM DESCRIPTION

I. CLIENT SERVICES

Contractor shall administer a food give-away program to eligible low-income seniors. The groceries shall be made available to participants of the program in accordance with a regular schedule established by Contractor. Contractor shall provide free delivery to home-bound participants. Contractor shall set the pick-up sites in such a manner as to make them conducive to social interaction among participants.

Services Provided:

Contractor will provide the following:

1. Distribution of food to 19 "Brown Bag" distribution sites serving a total of 2,771 low-income elderly persons;
2. Sponsorship of two nutrition and consumer education programs at each of the 19 "Brown Bag" distribution sites;

3. Recruitment, training, and supervision of volunteers to carry out "Brown Bag" program distribution and record keeping activities; and
4. Sponsorship of at least one volunteer recognition event annually.

CONFIDENTIALITY

Contractor agrees to require all employees to comply with the provision of Section 10850 of the Welfare and Institutions Code and Division 19-000 of the State Department of Social Service Manual of Policies and Procedures.

Responsibilities Relating to the County's OBM Initiative:

Contractor shall engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- a. Attending planning and informational meetings.
- b. Developing program performance and outcome measurements.
- c. Collecting and submitting data necessary to fulfill measurement requirements.

County, through the Human Services Agency, shall:

- a. Provide technical assistance and support to assist Contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative.
- b. Issue and review OBM Implementation Guidelines.
- c. Conduct review of performance and outcome information.

**EXHIBIT B2
METHOD AND RATE OF PAYMENT**

SECOND HARVEST PROGRAM SERVICES:

In full consideration of the services provided by the Contractor pursuant to this 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 **\$45,885**.

1 st Quarter (August-September, 2002)	\$11,472
2 nd Quarter (October-December, 2002)	\$11,471
3 rd Quarter (January-March, 2003)	\$11,471
4 th Quarter (April-June, 2003)	\$11,471

IN ADDITION, THE COUNTY SHALL ALSO MAKE THE FOLLOWING PAYMENTS TO CONTRACTOR FOR THE PROGRAM KNOWN AS OPERATION BROWN BAG:

In full consideration of the services provided by the Contractor pursuant to this 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 **\$11,462**.

1 st Quarter (August-September, 2002)	\$2,867
2 nd Quarter (October-December, 2002)	\$2,865
3 rd Quarter (January-March, 2003)	\$2,865
4 th Quarter (April-June, 2003)	\$2,865

In full consideration of the services provided by the Contractor pursuant to this 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 **\$10,800**.

1 st Quarter (August-September, 2003)	\$2,700
2 nd Quarter (October-December, 2003)	\$2,700
3 rd Quarter (January-March, 2004)	\$2,700
4 th Quarter (April-June, 2004)	\$2,700

In full consideration of the services provided by the Contractor pursuant to this 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 **\$46,547**.


3 rd Quarter (January-March, 2004)	\$23,273.50
4 th Quarter (April-June, 2004)	\$23,273.50

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 A2 of this Agreement.

SAN MATEO COUNTY
MEMORANDUM

DATE: 12/29/2003

TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163

FROM:  Lucho Bravo (650) 802-5100
FAX: (650) 596-3478 PONY: HSA210

SUBJECT: Second Harvest Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Second Harvest Food Bank

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?
NO

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: >1

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: This is a 2nd amendment to an Agreement by which the County provides funding for the Operation of the Brown Bag and Family Food Bank Programs.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ / m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$ / m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	\$ Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:


Priscilla Morse
Risk Management Signature

12-29-03
Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/02/2003

PRODUCER (650)341-4484 FAX (650)341-4465
Business Professional Ins. Assoc. Inc.
 1519 South B Street
 San Mateo, CA 94402

INSURED **Second Harvest Food Bank
 of Santa Clara and San Mateo Counties**
 750 Curtner Avenue
 San Jose, CA 95125

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Federal Insurance Company/Chubb	
INSURER B:	Federal Insurance Company/Chubb	
INSURER C:	State Compensation Insurance Fund	
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS						
A		GENERAL LIABILITY	3533-71-83-PLE	12/01/2003	12/01/2004	EACH OCCURRENCE	\$ 1,000,000					
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000					
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP. (Any one person)	\$ 10,000					
						PERSONAL & ADV INJURY	\$ 1,000,000					
						GENERAL AGGREGATE	\$ 2,000,000					
						PRODUCTS - COMP/OP AGG	\$ 2,000,000					
		GEN'L AGGREGATE LIMIT APPLIES PER:										
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC										
		B					AUTOMOBILE LIABILITY	7322-92-49	12/01/2003	12/01/2004	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
<input type="checkbox"/> ALL OWNED AUTOS	BODILY INJURY (Per accident)		\$									
<input checked="" type="checkbox"/> HIRED AUTOS	PROPERTY DAMAGE (Per accident)		\$									
<input checked="" type="checkbox"/> NON-OWNED AUTOS	AUTO ONLY - EA ACCIDENT		\$									
		GARAGE LIABILITY				OTHER THAN EA ACC	\$					
		<input type="checkbox"/> ANY AUTO				AGG	\$					
A		EXCESS/UMBRELLA LIABILITY	7972-51-15	12/01/2003	12/01/2004	EACH OCCURRENCE	\$ 3,000,000					
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 3,000,000					
		<input type="checkbox"/> DEDUCTIBLE					\$					
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	747-03-0649	01/01/2003	01/01/2004	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	\$					
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000					
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000					
B		OTHER Hired Physical Damage	7322-92-49	12/01/2003	12/01/2004	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000					
						\$50,000 Limit						
						\$500 Comp. Ded. \$500 Collision Ded.						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is named Additional Insured for liability and auto only.

Ten Day notice for non payment of premium shall apply.

CERTIFICATE HOLDER**CANCELLATION**

County of San Mateo, Office of Housing
 Attn: Norman Pascoe, HCD Specialist
 262 Harbor Blvd.
 Belmont, CA 94002-4017

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~MAIL~~ MAIL

30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
~~XX~~
~~XX~~

AUTHORIZED REPRESENTATIVE

Virginia Fontana/SANDEE

Virginia Fontana