

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

THIS SECOND 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, the parties entered into an Agreement for the Operation Brown Bag and the Family Harvest Programs on June 14, 2007; and

WHEREAS, the parties amend the Agreement to add the Food Stamp Outreach Program on January 1, 2008; and

WHEREAS, the parties now wish to further amend the Agreement to add funds for the remaining term of the Operation Brown Bag and the Family Harvest Program Agreement.

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

1. Section 3 of the Agreement is amended to read as follows:

Payments - In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A1 and A2", County shall make payment to Contractor in the manner specified in Exhibit B and in Exhibit "B1". 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. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payments for services under Exhibit B exceed Sixty Three Thousand Two Hundred Ninety One Dollars (\$63,291), Exhibit B1 exceed Thirty Six Thousand Seven Hundred Nine Dollars (\$36,709) and Exhibit B2 not to exceed \$130,380 for the total Contract obligation amount under this Agreement of Two Hundred Thirty Thousand Three Hundred Eighty Dollars, (\$230,380).

2. Exhibit B2 – Method and Rate of Payment - is added to the Agreement – See Attachment.

3. All other terms and conditions of the Agreement dated January 1, 2008, between the County and Contractor 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: _____
Adrienne J. Tissier, President, Board of Supervisors,
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SECOND HARVEST FOOD BANK
750 Curtner Avenue
San Jose, CA 95125-2118
Charles Huggins, Executive Director

Contractor's Signature

Date: _____

Exhibit B2
Method and Rate of Payment

Second Harvest Food Bank
FY 2008-10

In consideration of the services provided by Contractor in Exhibit "A2", County shall pay Contractor based on the following fee schedule for FY 2008-2010:

PROGRAM SERVICES:

In full consideration of the services provided by the Contractor pursuant to this Amendment, 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 \$52,152.00 for FY 2008-09 and FY 2009-10.

1 st Quarter	\$13,038.00
2 nd Quarter	\$13,038.00
3 rd Quarter	\$13,038.00
4 th Quarter	\$13,038.00

OPERATION BROWN BAG:

In addition, the county shall make the following payments, according to the payment schedule described below on a quarterly basis with a reconciliation of the payments and expenditures, not to exceed \$13,038.00, to contractor for the program known as Operation Brown Bag for FY 2008-09 and FY 2009-10.

In full consideration of the services provided by the Contractor pursuant to this Amendment, County shall pay the Contractor:

1 st Quarter	\$3,259.50
2 nd Quarter	\$3,259.50
3 rd Quarter	\$3,259.50
4 th Quarter	\$3,259.50

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.

County may terminate this Agreement or a portion of the services referred to in Exhibit A, based upon availability of federal, state, or County funds by providing a thirty (30) day written notice to Contractor. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

Invoices will not be paid without Quarterly Reports. Copies of Quarterly Reports are to be sent to Ali Shirkhani - 262 Harbor Blvd., Bldg. A - Belmont, CA 94002. Phone (650) 802-7675.