

FIFTH AMENDMENT TO AGREEMENT

The parties hereto agree to amend the current Agreement dated May 8, 2020, by and between the COUNTY OF SANTA CRUZ (COUNTY) and Second Harvest Food Bank (CONTRACTOR) as follows:

Sections 2. COMPENSATION, Section 3. TERM, Section 4. EARLY TERMINATION and Exhibit B shall be deleted and replaced with the following:

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$1,887,000 processed for payment in full after completion of the project or proportionate thereof, receipt of invoice, and approval of project manager or after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved on the project during the preceding month.

3. **TERM.** The term of this Contract shall be: May 8, 2020 through November 6, 2020. Contract may be renewed in thirty (30) day increments upon advance written agreement of the parties.

4. **EARLY TERMINATION.** Either party hereto may terminate this Contract in whole or in part by giving written notice upon: a) the cessation of the Covid-19 public health emergency; b) loss of funding; or c) within 3 business days. Notification in writing of the termination, with effective date, will be made by the terminating party. Payment or recoveries by the County shall be made in accordance with the legal rights and obligations of the Parties.

EXHIBIT B shall be deleted and replaced with the new attached EXHIBIT B: Revised Budget.

All other provisions of said Agreement shall remain the same.

Dated: _____

COUNTY OF SANTA CRUZ

CONTRACTOR

By:

By:

Randy Morris
Human Services Director

Willy Elliot-McCrea
Address: 800 Ohlone Parkway
Watsonville, CA
Telephone: (831) 498-4112
E-mail: Willy@thefoodbank.org

Approved as to Insurance:

Approved as to form:

Esahy S
Risk Manager

Ruby Mangan 10/6/2020
County Counsel

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Exhibit B

REVISED BUDGET – 5th Amendment

All eligible expenditures will be reimbursed on a cost reimbursement basis and subject to a 25% non-federal share of cost (also known as match) of all eligible expenditures that shall be provided by Contractor.

Budget Categories	County Reimbursable Contract Costs (75% of total program costs)	Contractor Local Match Share of Cost (25% of total program costs)	Total Program Cost
Purchasing, packaging, and/or preparing food, including food commodities, fresh foods, <i>shelf-stable food products</i> , and prepared meals	\$1,887,000	\$0	\$1,887,000
Delivering food, including hot and cold meals if necessary, to distribution points and/or individuals, when conditions constitute a level of severity that food is not easily accessible for purchase	\$0	\$629,000	\$629,000
Leasing distribution and storage space, vehicles, and necessary equipment	\$0	\$0	\$0
GRAND TOTAL	\$1,887,000	\$629,000	\$2,516,000

COST ELIGIBILITY

All claimed costs must be necessary and reasonable in order to respond to the COVID-19 Public Health Emergency and are subject to standard program eligibility and other Federal requirements. A cost is considered reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.