

## **Food Bank of El Dorado County**

### **Food Waste Prevention and Rescue Grant Program**

#### **FIRST AMENDMENT TO FUNDING AGREEMENT #3883**

**THIS FIRST AMENDMENT** to that Funding Agreement #3883 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Food Bank of El Dorado County, a non-profit assistance agency duly qualified to conduct business in the State of California, whose principal place of business is 4550 Business Drive, Cameron Park, California 95682 (hereinafter referred to as "Contractor");

#### **RECITALS**

**WHEREAS**, County has been awarded Grant Number FW2-17-0009, 2017-18 Food Waste Prevention and Rescue Grant Program (hereinafter referred to as "Grant"), from the California Department of Resources Recycling and Recovery (hereinafter referred to as "CalRecycle") to implement a food waste prevention and rescue program and CalRecycle has notified the County that the Grant expiration date has been extended to September 1, 2021;

**WHEREAS**, County partnered with Contractor to purchase equipment to expand collection and distribution of rescued food from donors to communities in need, and develop a food rescue public announcement and flyer to encourage food facilities to donate their unused food pursuant to Funding Agreement #3883, dated November 17, 2020, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of April 1, 2021 for five (5) additional months, amending **ARTICLE III, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update the extended term, replacing **Exhibit A, Scope of Services** , with **Amended Exhibit A, Amended Scope of Services**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Funding Agreement #3883 on the following terms and conditions:

I. **ARTICLE III, Term**, the article is amended in its entirety to read as follows:

#### **ARTICLE III**

**Term:** This Agreement shall become effective upon final execution by both

- II. Exhibit A, Scope of Services is replaced in its entirety with Amended Exhibit A, Amended Scope of Services attached hereto and incorporated herein by reference. All references to Exhibit A, Scope of Services throughout the Funding Agreement are substituted with Amended Exhibit A, Amended Scope of Services.

Except as herein amended, all other parts and sections of Funding Agreement #3883 shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Funding Agreement #3883 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- FOOD BANK OF EL DORADO COUNTY --**

By: \_\_\_\_\_  
Mike Sproull  
Executive Director  
"Contractor"

Dated: \_\_\_\_\_