

FUNDING AGREEMENT
between
THE COUNTY OF SANTA BARBARA
and
FOODBANK OF SANTA BARBARA COUNTY
SECOND AMENDMENT
Effective April 1, 2021

This Second Amendment is to the Funding Agreement, (“Agreement”), by and between the County of Santa Barbara (“County”) and the Foodbank of Santa Barbara County (“Foodbank”), with the initial term beginning March 16, 2020, for the provision of emergency feeding services to county residents in response to the COVID-19 pandemic.

WHEREAS, the Agreement for COVID-19 response is effective through March 31, 2021 unless earlier terminated; and

WHEREAS, the parties desire to amend the Agreement in accordance with Section 21 to extend the term and to expressly state the funding limitation.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Definitions. Capitalized terms used in this Second Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. Amendments. The Agreement is amended as follows:

Section 6, Term is deleted and replaced in its entirety with:

6. **TERM**. Foodbank shall commence performance on March 16, 2020 and end performance upon completion, but no later than September 30, 2021 unless otherwise directed by County or unless earlier terminated.

Section 7.A, Funding Arrangement is deleted and replaced in its entirety with:

- 7.A. **FUNDING AGREEMENT**. Payment for services and/or reimbursement of costs shall be made upon Foodbank’s satisfactory performance of services, based upon the scope and methodology described herein as determined by County. Services rendered under this Agreement, including cost reimbursements, shall be up to, but may not exceed \$538,530.

3. Counterparts. This Second Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

4. Ratifications. The terms and provisions set forth in this Second Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and First Amendment. The terms and provisions of the Agreement and First Amendment, except as expressly modified and superseded by this Second Amendment, are ratified and confirmed and shall continue in full

force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

Second Amendment to Funding Agreement between the County of Santa Barbara and the Foodbank of Santa Barbara County.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective April 1, 2021.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

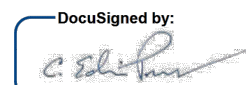
RECOMMENDED FOR APPROVAL:

County Executive Office

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By:  _____
41846E5C725B460...
Mona Miyasato
County Executive Officer

By:  _____
A99ED5BD71D04FB...
Deputy

Date: 3/2/2021 | 8:09 AM PST

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO FORM:

Ray Aromatorio, ARM, AIC
Risk Manager

By:  _____
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Deputy County Counsel

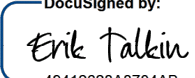
By:  _____
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Risk Manager

(Signatures continued on following page.)

Second Amendment to Funding Agreement between the **County of Santa Barbara** and **the Foodbank of Santa Barbara County**.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective April 1, 2021.

FOODBANK OF SANTA BARBARA COUNTY:

By:  40412628A0704AB...
Authorized Representative

Name: Eric Talkin

Title: CEO