

**THIRD AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. PH-21-012**

This third Amendment to Agreement No. PH-21-012 is entered into this 20th day of Sept, 2022, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Schat's Bakery**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. PH-21-012 was entered into on September 27, 2021; and

WHEREAS, first Amendment No. PA 22-11, PH-21-012-A1 was entered into on January 7, 2022; and

WHEREAS, second Amendment No. BOS 22-080 was entered into on April 5, 2022; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in second Amendment No. BOS 22-080, from \$100,000 to \$125,000; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in Agreement No. PH-21-012, from June 30, 2022 to December 31, 2022; and

WHEREAS, it is the desire of the CONTRACTOR and COUNTY to revise the Exhibit A, Definition of Services to update services provided; and

WHEREAS, it is the desire of the CONTRACTOR and COUNTY to revise the Exhibit B, Payment Terms to include updated rates and total amount; and

WHEREAS, CONTRACTOR will continue to provide food preparation and delivery services during the COVID-19 pandemic.

NOW, THEREFORE, we agree as follows:

1. The amount set out in second Amendment No. BOS 22-080, is hereby increased from \$100,000 to \$125,000.
2. The termination date set out in Agreement No. PH-21-012, is hereby extended

from June 30, 2022 to December 31, 2022.

3. The Exhibit A, Definition of Services is hereby updated and a new Exhibit A is attached herein.
4. The Exhibit B, Payment Terms is hereby updated and a new Exhibit B is attached herein.

All other terms and conditions of Agreement No. PH-21-012, first Amendment No. PA 22-11, PH-21-012-A1, and second Amendment No. BOS 22-080 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: AC Molgaard
Anne Molgaard, Public Health Director

Date: 8/9/2022

Budgeted: Yes No

Budget Unit: 4010

Line Item: 86-2189

Org Code: PHELXCX

Grant: Yes No

Grant No.: COVID-19ELC81

COUNTY OF MENDOCINO

By: TW
TED WILLIAMS, Chair
BOARD OF SUPERVISORS

Date: 09/20/2022

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Amaz
Deputy 09/20/2022

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Amaz
Deputy 09/20/2022

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 08/02/2022

CONTRACTOR/COMPANY NAME:

By: Zachary Schat (Aug 8, 2022 12:19 PDT)
Zachary Schat, Owner

Date: 8/08/2022

NAME AND ADDRESS OF CONTRACTOR:

Schat's Bakery
113 W. Perkins St.
Ukiah, CA 95482
707-462-1670

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Charlotte Scott
Deputy

08/05/2022
Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Nara Per
Deputy CEO or Designee

Date: 08/02/2022

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed EB# 22-142
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County _____

EXHIBIT A

DEFINITION OF SERVICES

- A. CONTRACTOR shall provide the following services:
- 1) Prepare nutritionally appropriate and balanced meals for the number of individuals quarantined. The COUNTY will notify CONTRACTOR of the number of individuals by 4pm the day before delivery of meals. CONTRACTOR will accept late additions the day of delivery.
 - 2) Provide up to seventy-five (75) meals per day, which includes breakfast, lunch, and dinner. The number of meals will be identified by COUNTY daily.
 - 3) Have the determined amount of meals ready for pick up by Redwood Community Services (RCS) Monday thru Friday by 10am. CONTRACTOR shall provide a second pick up if needed for lunch/dinner. On Saturday, CONTRACTOR will have the determined amount of meals ready for pick up by RCS on Saturday morning by 10am. The Saturday pickup will include meals for Sunday.
 - 4) Source local produce when applicable.
 - 5) Ensure all prepared meals are individually packaged for delivery.
 - 6) Accommodate food allergies and preferences for vegetarian options.
- B. CONTRACTOR should not currently be participating in a state or federal meal service program.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

A. COUNTY shall pay CONTRACTOR as per the following instructions:

- 1) From September 27, 2021, through July 31, 2022, CONTRACTOR will be compensated for a maximum of Fifty-One Dollars (\$51) per participant per day, inclusive of delivery and reasonable administrative costs. Compensation breakdown shall be as follows: Fourteen Dollars (\$14) for breakfast, Fifteen Dollars (\$15) for lunch, and Twenty-Two Dollars (\$22) for dinner.
- 2) From August 1, 2022, through December 31, 2022, CONTRACTOR will be compensated for a maximum of Fifty-Two Dollars and Fifty Cents (\$52.50) per participant per day, inclusive of delivery and reasonable administrative costs. Compensation breakdown shall be as follows: Fourteen Dollars and Fifty Cents (\$14.50) for breakfast, Fifteen Dollars and Fifty Cents (\$15.50) for lunch, and Twenty-Two Dollars and Fifty Cents (\$22.50) for dinner.
- 3) CONTRACTOR shall submit an invoice and report to the COUNTY to request payment. Invoices shall detail the number of meals, and number of participants served. Invoices shall be submitted weekly to the address below.

Mendocino County
HHSA: Public Health
1120 South Dora Street
Ukiah, CA 95482
Attn: Public Health Fiscal Unit

B. Payments under this Agreement shall not exceed One Hundred Twenty-Five Thousand Dollars (\$125,000) for the term of this Agreement

[END OF PAYMENT TERMS]

Signature: *AC Molgaard*

Email: molgaardac@mendocinocounty.org










Schats Bakery, Amendment 3, \$25,000 (\$125,000), 21-22, PH COVID - For Signatures

Final Audit Report

2022-08-10

Created:	2022-08-08
By:	Kirsty Bates (batesk@mendocinocounty.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAN-IZOGkHuTohQu-0A2uoXAxmT9-TJEcc

"Schats Bakery, Amendment 3, \$25,000 (\$125,000), 21-22, PH COVID - For Signatures" History

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