

BOS AGREEMENT NO. 20-074

**AMENDMENT TO COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT NO. PH-19-078, PA. NO. 20-125**

This Amendment to Agreement No. PH-19-078, PA. NO. 20-125 is entered into this 10th day of June 2020, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Mendocino Cafe**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. PH-19-078, PA. NO. 20-125 was entered into on May 12, 2020; 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 original Agreement No. PH-19-078, PA. NO. 20-125, from \$49,500 to \$99,500; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to decrease the number of meals served, and update the Exhibit A, Definition of Services to include additional meals; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to update the Exhibit B, Payment Terms to identify administrative costs.

NOW, THEREFORE, we agree as follows:

1. The amount set out in original Agreement No. PH-19-078, PA. NO. 20-125 will be increased from \$49,500 to \$99,500.
2. The Exhibit A, Definition of Services, set out in original Agreement No. PH-19078, PA No. 20-125 has been updated and a new Exhibit A is attached herein.

All other terms and conditions of Agreement No. PH-19-078, PA. NO. 20-125 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Mary Alice Willeford
 Mary Alice Willeford,
 Acting HHS Assistant Director

Date: 5-28-2020

Budgeted: ☐ Yes ☒ No

Budget Unit: 4071

Line Item: 86-2189

Org/Object Code: IG

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: John Haschak
 JOHN HASCHAK, Chair
 BOARD OF SUPERVISORS

Date: JUN 11 2020

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Emberly Anne
 Deputy JUN 11 2020

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

CARMEL J. ANGELO, Clerk of said Board

By: Emberly Anne
 Deputy JUN 11 2020

INSURANCE REVIEW:

By: Emily Anne
 Risk Management

Date: 5/27/2020

CONTRACTOR/COMPANY NAME

By: Meredith Smith
 Meredith Smith

Date: 5/28/2020

NAME AND ADDRESS OF CONTRACTOR:

Mendocino Café
PO Box 1054/10451 Lansing Street
Mendocino, CA 95460
707-937-2422
merrie@mcn.org

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,
 Acting County Counsel

By: Charlotte Scott
 Deputy

Date: 5/27/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Anne
 Deputy CEO

Date: 5/27/2020

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☒ EB# 20-167

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

EXHIBIT A

DEFINITION OF SERVICES

A. CONTRACTOR shall provide the following services:

- 1) Prepare and deliver nutritionally appropriate and balanced meals for the Great Plates Delivered Program.
- 2) Provide approximately fifty-four (54) meals to approximately eighteen (18) eligible program participants in the area covering the Mendocino area. Participants will be identified by COUNTY. CONTRACTOR may not add or delete program participants without COUNTY's prior approval.
- 3) Provide a maximum of three (3) meals per day, per program participant.
- 4) Provide meals that adhere to the following guidelines:
 - a) Breakfast low in sodium, no sugary drinks (<24 calories /8 oz. and of fruit juice, must be only one hundred (100) percent fruit juice allowed); and
 - b) Lunch and dinner a piece of fresh fruit or vegetable on each dish, and low in sodium, no sugary drinks (<24 calories /8 oz. and of fruit juice, must be only one hundred (100) percent fruit juice allowed).
- 5) Source local produce when applicable.
- 6) Prepare meals within Mendocino County.

B. Individuals providing delivery of meals, regardless if they are volunteers or employees, must complete a background check through the COUNTY to ensure safety of participants.

C. CONTRACTOR should currently not 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) CONTRACTOR will be compensated for a maximum of Sixty-Six Dollars (\$66) per participant per day, inclusive of delivery and up to a maximum of Five Dollars (\$5) per day for administrative costs. Compensation breakdown shall be as follows: Sixteen Dollars (\$16) for breakfast, Seventeen Dollars (\$17) for lunch, and Twenty-Eight Dollars (\$28) for dinner.
- 2) CONTRACTOR shall submit an invoice and report (Attachment 1) to the COUNTY to request payment. Invoices shall detail the number of meals, number of participants served, and include a breakdown of costs associated with food provision, delivery and administration.

[END OF PAYMENT TERMS]