

BOS AGREEMENT NO. _____

**AMENDMENT TO STANDARD
AGREEMENT NO. PH-19-079, PA NO. 20-124 AND
FIRST AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NO. 20-073**

This second Amendment to Agreement No. PH-19-079, PA No. 20-124 is entered into this _____ day of _____, 2020, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Ukiah Brewing Company**, hereinafter referred to as "CONTRACTOR".

WHEREAS, original Agreement No. PH-19-079, PA No. 20-124 was entered into on May 12, 2020; and

WHEREAS, first Amendment BOS Agreement No. 20-073 was entered into on June 10, 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 extend the termination date set out in the original Agreement No. PH-19-079, PA No. 20-124 and first Amendment BOS Agreement No. 20-073, from June 10, 2020 to July 10, 2020; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in first Amendment BOS Agreement No. 20-073 from \$149,500 to \$199,500; and

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

NOW, THEREFORE, we agree as follows:

1. **Term Date:** The termination date set out in the original Agreement No. PH-19-079, PA No. 20-124 and first Amendment BOS Agreement No. 20-073 will be extended from June 10, 2020 to July 10, 2020.
2. **Amount:** The amount set out in first Amendment BOS Agreement 20-073 will be increased from \$149,500 to \$199,500.
3. **Exhibit A:** The Exhibit A, Definition of Services, set out in original Agreement No. PH-19-079, PA No. 20-124 and first Amendment BOS Agreement No. 20-073 has been altered and a new Exhibit A is attached herein.

All other terms and conditions of original Agreement No. PH-19-079, PA No. 20-124 and first Amendment BOS Agreement No. 20-073 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Mary Alice Willeford
Mary Alice Willeford, HHSA Assistant Director

Date: 6/29/2020

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, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

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: _____
Deputy

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: 06/29/2020

CONTRACTOR/COMPANY NAME

By: Taylor Pedersen
Taylor Pedersen, CEO

Date: 6/29/20

NAME AND ADDRESS OF CONTRACTOR:

Ukiah Brewing Company

102 S. State St.

Ukiah, CA 95482

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

Date: 06/29/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle
Deputy CEO

Date: 06/29/2020

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

Exception to Bid Process Required/Completed ☒

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: within Ukiah City limits

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 one hundred sixty-five (165) meals per day to approximately sixty-five (65) eligible program participants in the area covering Ukiah. 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 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 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]