

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
West Coast Diner Management, Inc., dba Denny's Restaurant, Marina, CA
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

COVID-19 - For the duration of the Great Plates Delivered program, one-time per day delivery of breakfast, lunch, and dinner to eligible households as directed by the County Department of Social Services.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 50,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from June 1, 2020 to July 31, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Sample Invoice and weekly Delivery Tracking Sheet

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR’S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
<p>Kathleen Murray-Phillips Management Analyst</p> <hr/> <p style="text-align: center;">Name and Title</p> <hr/> <p>1000 S. Main St., Suite 301 Salinas CA 93901</p> <hr/> <p style="text-align: center;">Address</p> <hr/> <p>831.796-3530</p> <hr/> <p style="text-align: center;">Phone:</p>	<p>Neal Williamson, Director of Operations</p> <hr/> <p style="text-align: center;">Name and Title</p> <hr/> <p>3550 Mowry Ave., Suite 301 Fremont CA 94538</p> <hr/> <p style="text-align: center;">Address</p> <hr/> <p>916.384-6299</p> <hr/> <p style="text-align: center;">Phone:</p>

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:
 By: Michael R. Derr
36794CE8F09418203
 Date: 6/11/2020 | 3:55 PM PDT
 Purchasing Officer

By: _____
 Date: _____
 Department Head (if applicable)

By: _____
 Date: _____
 Board of Supervisors (if applicable)

Approved as to Form¹

DocuSigned by:
 By: CUB
07025F3AA36B4A
 Date: 6/9/2020 | 11:51 AM PDT
 County Counsel

Approved as to Fiscal Provisions²

DocuSigned by:
 By: Burcu Mousa
811C333563B94A
 Date: 6/11/2020 | 12:20 AM PDT
 Auditor/Controller

Approved as to Liability Provisions³

By: _____
 Date: _____
 Risk Management

CONTRACTOR

West Coast Diner Management, Inc.

Contractor's Business Name*

DocuSigned by:
 By: Anamari Montes, Chief Operating Officer
6C49C756E8247E
 Date: 6/5/2020 | 5:20 PM PDT
 Signature of Chair, President, or Vice-President) *
 Chief operating officer
 Name and Title

DocuSigned by:
 By: Richard Pawlowski
3E0B5632
 Date: 6/9/2020 | 11:40 AM PDT
 Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *
 CFO
 Name and Title

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required
²Approval by Auditor-Controller is required
³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

DS
GE
 6/11/2020 | 3:39 PM PDT

**AMENDMENT #1
TO THE
STANDARD AGREEMENT
COUNTY OF MONTEREY
And
WEST COAST DINER MANAGEMENT, INC.
TO PROVIDE HOME DELIVERED MEAL SERVICES
THROUGH THE GREAT PLATES DELIVERED PROGRAM**

THIS AMENDMENT #1 is entered into this 1st day of August 2020 by and between the County of Monterey (herein called "County") and West Coast Diner Management, Inc., dba Denny's Restaurant, Marina, CA (herein called "CONTRACTOR").

WHEREAS, the State of California authorized local agencies to implement the Great Plates Delivered program to: 1) provide meals to adults 65 and older and adults who are 60-64 who are at high-risk and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and, 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.

WHEREAS, the Great Plates Delivered program was originally scheduled to end on July 31, 2020;

WHEREAS, the State has extended the Great Plates Delivered program through at least August 9, 2020 and is expected to extend it through October 31, 2020;

WHEREAS, Grantee and Subrecipient wish to amend the terms of the Agreement to increase the maximum amount payable and to extend the term.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Changes to Existing Agreement

Section 2 – PAYMENT PROVISIONS shall be deleted in its entirety and replaced with:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitation set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$125,000.00.

Section 3.01 – TERM OF AGREEMENT shall be deleted in its entirety and replaced with:

The term of this Agreement is from June 1, 2020 to October 31, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County with COUNTY signing last, and CONTRACTOR may not continue working beyond July 31, 2020 before County signs Amendment #1 to the Agreement.

Section 9.03 Automobile Insurance Thresholds –

The amount payable under this Amendment triggers the higher business automobile liability insurance requirements of this section. The CONTRACTOR shall provide evidence that they have insurance covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Amendment, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

All other terms and conditions of the Standard Agreement and its Exhibits remain unchanged.

II. A copy of this AMENDMENT shall be attached to the original Standard Agreement, dated June 1, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #1 to the Agreement on the dates set forth below.

CONTRACTOR

COUNTY OF MONTEREY

DocuSigned by:
By: Anamarié Montes, Chief Operating Officer
Anamarié Montes, Chief operating officer

DocuSigned by:
By: Michael R. Derr
Michael R. Derr

Date: 7/31/2020 | 1:38 PM PDT

Date: 8/12/2020 | 11:11 AM PDT

Approved as to form and legality

DocuSigned by:
By: Richard Pawlowski
Richard Pawlowski

DocuSigned by:
By: Marina Pantchenko
Marina Pantchenko

Date: 8/11/2020 | 3:59 PM PDT

Date: 8/12/2020 | 10:55 AM PDT

Reviewed as to fiscal provisions:

By: _____

DocuSigned by:
By: Gary Giboney
Gary Giboney

Date: _____

Date: 8/12/2020 | 11:06 AM PDT

AMENDMENT #2
TO THE STANDARD AGREEMENT COUNTY OF MONTEREY
And
WEST COAST DINER MANAGEMENT, INC.
TO PROVIDE HOME DELIVERED MEAL SERVICES THROUGH THE
GREAT PLATES DELIVERED & AAA CARES PROGRAMS

THIS AMENDMENT #2 is entered into this 12th day of October 2020 by and between the County of Monterey (herein called "County") and West Coast Diner Management, Inc. (herein called "CONTRACTOR").

WHEREAS, the State of California authorized local agencies to implement the Great Plates Delivered program to: 1) provide meals to adults 65 and older and adults who are 60-64 who are at high-risk and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and, 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.

WHEREAS, the County and the CONTRACTOR executed a County of Monterey Standard Agreement on June 11, 2020 and Amendment #1 on August 12, 2020 for the Great Plates Delivered program (collectively the "Agreement");

WHEREAS, the Program is subject to State extension every thirty (30) days and is currently scheduled to end on October 10, 2020;

WHEREAS, the State has provided CARES funding that can be used to compliment the Great Plates Delivered program through at least December 20, 2020; and

WHEREAS, Grantee and CONTRACTOR wish to amend the terms of the Agreement to increase the maximum amount payable and to extend the term.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Changes to Existing Agreement

Section 2 – PAYMENT PROVISIONS shall be deleted in its entirety and replaced with: County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitation set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$197,000.00.

Section 3.01 – TERM OF AGREEMENT shall be deleted in its entirety and replaced with: The term of this Agreement is from June 1, 2020 to December 20, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County with COUNTY signing last, and CONTRACTOR may not continue working beyond October 9, 2020 before County signs Amendment #2 to the Agreement.

Exhibit A – SCOPE OF SERVICES/PAGMENT PROVISIONS shall be deleted and replaced by Exhibit AA, attached.

Exhibit B-1 – INVOICE SAMPLE FOR THE AAA CARES MEALS shall be added and attached to and made part of this Amendment.

All other terms and conditions of the Standard Agreement, Amendment #1, and all Exhibits remain unchanged.

II. A copy of this AMENDMENT shall be attached to the original Standard Agreement, dated June 1, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #2 to the Agreement on the dates set forth below.

CONTRACTOR

COUNTY OF MONTEREY

By: Anamarie Montes
Anamarie Montes, Chief Operating Officer

Date: 10/19/2020 | 2:53 PM PDT

By: Debra Wilson, Contracts/Purchasing Supervisor
Michael R. Derr

Date: 10/22/2020 | 3:44 PM PDT

By: Richard Pawlowski
Richard Pawlowski, CFO

Date: 10/22/2020 | 9:18 AM PDT

Approved as to form and legality

By: Marina Pantchenko
Marina Pantchenko

Date: 10/22/2020 | 2:54 PM PDT

By: _____

Date: _____

Reviewed as to fiscal provisions:

By: Gary Giboney
Gary Giboney

Date: 10/22/2020 | 2:57 PM PDT

SCOPE OF SERVICES/PAYMENT PROVISIONS

**WEST COAST DINER MANAGEMENT, INC. (DENNY'S, MARINA)
HOME DELIVERED MEAL SERVICES
JUNE 1, 2020 – DECEMBER 20, 2020**

I. CONTACT INFORMATION

CONTRACTOR – Copy All Contacts on ALL Communications

Contact Person &

Neal Williamson

Disaster Preparedness

Director of Operations

(916) 384-6299

Neal.Williamson@JIBManagement.com

Zaira Norzagaray

Unit Manager

110 Reservation Rd.

Marina, CA 93933

(831) 384-2854

8043@ourdennys.com

Ricardo Balderas

District Manager

(831) 207-7296

Ricardo.balderas@ourdennys.com

COUNTY Contract Manager:

Kathleen Murray-Phillips, Management Analyst

Area Agency on Aging

Department of Social Services

1000 South Main Street, Suite 301

Salinas, CA 93901

(831) 796-3530

murrayphillipsk@co.monterey.ca.us

II. OFFICE AND SITE LOCATIONS

Administrative Offices:

3550 Mowry Ave. #301

Fremont, CA 94538

Restaurant Location:

110 Reservation Rd.

Marina, CA 93933

EXHIBIT AA

III. COMPLIANCE REQUIREMENTS

This Agreement is supported with State and Federal funds and requires compliance with all regulations under the following laws:

- a. Clean Air Act, as amended. [42 USC 7401]
- b. Clean Water Act, as amended. [33 USC 1251]
- c. Federal Water Pollution Control Act, as amended. [33 USC 1251, et seq.]
- d. Environmental Protection Agency Regulations. [40 CFR, 29] [Executive Order 11738]
- e. Public Contract Code Section 10295.3
- f. Occupational Safety and Health Administration applicable regulations [OSHA Act].
- g. In accordance with all Food & Safety regulations.

IV. SERVICES TO BE PROVIDED BY CONTRACTOR (includes invoicing and reporting)

CONTRACTOR shall follow all requirements of two programs to provide meals to seniors and provide up to 3 meals per day to referred clients with the following guidelines:

- a. Two restaurant meals for seniors programs:
 - i. Great Plates Delivered, and;
 - ii. AAA CARES Meals.
- b. Meal Standards and Menu Planning
 - i. Must be able to accommodate dietary restrictions for clients.
 - ii. Breakfast
 - Low in sodium
 - No sugary drinks (<24 calories / 8oz)
 - Fruit juice must be 100% fruit based
 - iii. Lunch and Dinner
 - Low in sodium
 - Piece of fresh fruit or vegetable on each
 - No sugary drinks (<24 calories / 8oz)
 - Fruit juice must be 100% fruit based
- c. Menu Preparation and Approval
 - i. Prepare a weekly menu (Monday through Sunday) and deliver a paper copy to each participant on the previous Friday.
 - ii. The weekly menu must be emailed to the COUNTY Contract Manager by 12:00 pm on the Thursday before the menu will go into effect.
 - iii. The weekly menu shall be distributed to Clients with their regularly scheduled meal delivery on the Friday before the menu will go into effect.

EXHIBIT AA

- d. Delivery Standards
 - i. Meals are to be delivered 7 days per week with 1 delivery per day to each client assigned to CONTRACTOR.
 - ii. Meal delivery should be scheduled for delivery during late morning and include:
 - 1. Lunch
 - 2. Dinner
 - 3. Breakfast for next day
 - 4. The actual meals delivered may vary depending on the client's needs.
 - iii. Delivery Process:
 - 1. Delivery Drivers must announce themselves by using either a doorbell or knocking loudly;
 - 2. Observe the front door to ensure meals are picked up by the Client.
 - 3. If meals are not picked up by the Client, the Delivery Driver shall try to reach the Client by telephone.
 - 4. If meals are not picked up by the Client, the Delivery Driver shall leave a note for the Client to call the CONTRACTOR.
 - 5. The Delivery Driver will not leave the meals and will take them back to the CONTRACTOR and discuss the details of the attempted delivery.
 - 6. CONTRACTOR will notify the County Contract Manager the same day if delivery is unsuccessful after an attempt to contact the Client by telephone and let them know that meal deliveries are being discontinued.
 - 7. Meal service to Client shall not be reinitiated by CONTRACTOR until authorized by the County Contract Manager.

- e. Delivery Service.
 - i. Is CONTRACTOR using a delivery service (circle) **YES** or NO
 - 1. If yes, what is name of service: _____
 - ii. If No, please supply background reports on the drivers being used.
 - 1. No Delivery Driver may be used until the COUNTY has received a copy of the Delivery Driver's background report.

- f. Referral and Reservation System
 - i. COUNTY Contract Manager or designee shall email CONTRACTOR two weekly lists of eligible Clients (one for each Program):
 - 1. COUNTY Contract Manager may add Clients at any time during the week.
 - 2. CONTRACTOR must be able to begin service to new Clients within 24-hours of receiving the notice.
 - ii. Client referrals shall include:
 - 1. Client Name
 - 2. Client Phone Number
 - 3. Client Address
 - 4. Client Dietary Restrictions

EXHIBIT AA**V. CONTRACTOR RECORDS AND INVOICING**

- a. Records must maintain details that include:
 - i. Verification that Client will be home during the delivery period.
 - ii. Verification that meals are wanted by the Client.
 1. A record of which meal(s) will not be delivered if such a request is made by Client.
- b. Restaurants will complete the two provided weekly participant listings with the meals delivered and return to the COUNTY with a weekly invoices (see EXHIBIT B and EXHIBIT C for Sample Invoices) and Weekly Delivery Tracking Sheet (see EXHIBIT D for Sample Weekly Delivery Tracking Sheet). If delivery service is used, a copy of the weekly delivery invoice needs to accompany the weekly invoice.
- c. COUNTY Contract Manager will review and validate the invoice for payment and shall forward to Fiscal for payment weekly.

VI. CONTRACT TERM

This contract is dependent on support by the Federal Emergency Management Agency (FEMA) and the State of California and may be discontinued at any time as per the terms in the contract Sections 3.0 and 7.0.

VII. PAYMENT SUMMARY

- a. Meal charges cannot exceed the amounts listed below per meals delivered and the once daily delivery fee cannot exceed six dollars (\$6). A maximum of sixty-six dollars (\$66) per day, per participant is allowed. However, meals not wanted by the participant must not be prepared, charged for, or delivered.

Breakfast	Lunch	Dinner	Delivery	Daily Total
\$15	\$17	\$28	\$6	\$66

- b. The maximum amount payable by COUNTY to CONTRACTOR for meals and delivery for participants of the Great Plates Delivered and AAA CARES Meals Programs for the entire contract period of June 1, 2020 through December 20, 2020 shall not exceed one hundred ninety-seven thousand dollars (\$197,000).
- c. COUNTY shall reimburse CONTRACTOR in the form of a COUNTY Procurement Visa Card within 7 business days of receipt of the invoice.
 - i. If CONTRACTOR would prefer a check process instead, please notify COUNTY at time of signing agreement for other arrangements to be made.
 - ii. CONTRACTOR understands that the “check” process is a longer turnaround for payment.
- d. All parties agree that Section 6.04 in the Standard Agreement does not apply to this agreement. The above-mentioned payment terms apply to this agreement.

EXHIBIT AA

VIII. MISCELLANEOUS PROVISIONS

- a. All parties agree to add the following Section 7.04 to the Standard Agreement:
CONTRACTOR may cancel and terminate this Agreement for good cause effective immediately upon written notice to the COUNTY. Out of respect of the client's being served, CONTRACTOR will provide as much notice as is feasible so that COUNTY may seek these services elsewhere. Good Cause shall include, but not be limited to, labor shortages and supply chain problems that limit availability of raw materials necessary to carry out the work.

(remainder of this page intentionally left blank)

EXHIBIT B-1

Denny's Restaurant -Marina

INVOICE SAMPLE

AAA CARES Meals

**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
AREA AGENCY ON AGING**

Contract Period: October 12, 2020 - Dec. 20, 2020 Week of: _____

Allowed Categories	Budget per Meal	Number of Meals/Deliveries	Total
BREAKFASTS	\$ 15	0	\$ -
LUNCHES	\$ 17	0	\$ -
DINNERS	\$ 28	0	\$ -
<i>Weekly delivery tracking sheet must accompany this invoice.</i>			
DELIVERIES	\$ 6	0	\$ -
<i>No more than one delivery per day per customer</i>			
<i>If using outside delivery service, must attached invoice that covers this week of service.</i>			
Total Invoice	\$ 66		\$ -

CERTIFICATION

Signature of Restaurant Owner or Authorized Staff

Signature of County Contract Manager

Title

**AMENDMENT #3
TO THE STANDARD AGREEMENT
COUNTY OF MONTEREY
And
WEST COAST DINER MANAGEMENT, INC.
TO PROVIDE HOME DELIVERED MEAL SERVICES THROUGH THE
GREAT PLATES DELIVERED & AAA CARES PROGRAMS**

THIS AMENDMENT #3 is entered into this 9th day of December 2020 by and between the County of Monterey (herein called "County") and West Coast Diner Management, Inc., dba Denny's Restaurant, Marina CA (herein called "CONTRACTOR").

WHEREAS, the State of California authorized local agencies to implement the Great Plates Delivered program to: 1) provide meals to adults 65 and older and adults who are 60-64 who are at high-risk and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and, 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.

WHEREAS, the County and the CONTRACTOR executed a County of Monterey Standard Agreement on June 11, 2020, Amendment #1 on August 12, 2020, and Amendment #2 on October 22, 2020 for the Great Plates Delivered program (collectively the "Agreement");

WHEREAS, the Program is subject to State extension every thirty (30) days and is currently scheduled to end on January 7, 2020;

WHEREAS, the State has provided CARES funding that can be used to compliment the Great Plates Delivered program through at least December 30, 2020; and

WHEREAS, Grantee and CONTRACTOR wish to amend the terms of the Agreement to increase the maximum amount payable and to extend the term.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Changes to Existing Agreement

Section 2 – PAYMENT PROVISIONS shall be deleted in its entirety and replaced with:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitation set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$310,000.00.

Section 3.01 – TERM OF AGREEMENT shall be deleted in its entirety and replaced with:

The term of this Agreement is from June 1, 2020 to January 7, 2021, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County with COUNTY signing last, and CONTRACTOR may not continue working beyond December 20, 2020 before County signs Amendment #3 to the Agreement.

All other terms and conditions of the Standard Agreement, Amendment #1, Amendment #2, and all Exhibits remain unchanged.

II. A copy of this AMENDMENT shall be attached to the original Standard Agreement, dated June 1, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #3 to the Agreement on the dates set forth below.

CONTRACTOR

COUNTY OF MONTEREY

DocuSigned by:
Anamarie Montes
6C49C75CF7A847B...
By: _____
Anamarie Montes, Chief Operating Officer

DocuSigned by:
Debra Wilson, Contracts/Purchasing Supervisor
7B741937AA0D41B...
By: _____
Debra R. Wilson
Contracts/Purchasing Supervisor

1/7/2021
Date: _____

1/14/2021
Date: _____

DocuSigned by:
Richard Pawlowski
3E0B96B2F7BC478...
By: _____
Richard Pawlowski

Approved as to form and legality
DocuSigned by:
Marina Pantchenko
65EE9F1502BD412...
By: _____
Marina Pantchenko

1/12/2021
Date: _____

1/13/2021
Date: _____

By: _____
Date: _____

Reviewed as to fiscal provisions:
DocuSigned by:
Gary Giboney
D3834BFEC1D8449...
By: _____
Gary Giboney
1/13/2021
Date: _____

**AMENDMENT #4
TO THE STANDARD AGREEMENT
COUNTY OF MONTEREY
And
WEST COAST DINNER MANAGEMENT, INC.
TO PROVIDE HOME DELIVERED MEAL SERVICES THROUGH THE
GREAT PLATES DELIVERED & CARES PROGRAMS**

THIS AMENDMENT #4 is entered into this 7th day of January 2021 by and between the County of Monterey (herein called "County") and West Coast Diner Management, Inc., dba Denny's Restaurant, Marina CA (herein called "CONTRACTOR").

WHEREAS, the State of California authorized local agencies to implement the Great Plates Delivered program to: 1) provide meals to adults 65 and older and adults who are 60-64 who are at high-risk and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and, 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.

WHEREAS, the County and the CONTRACTOR executed a County of Monterey Standard Agreement on June 11, 2020, Amendment #1 on August 12, 2020, Amendment #2 on October 22, 2020, and Amendment #3 on January 14, 2021 for the Great Plates Delivered program (collectively the "Agreement");

WHEREAS, the Great Plates Delivered program is subject to State extension every thirty (30) days and is currently estimated to end on March 8, 2021;

WHEREAS, the State has provided CARES funding that can be used to compliment the Great Plates Delivered program through December 30, 2020;

WHEREAS, County and CONTRACTOR wish to amend the terms of the Agreement to increase the maximum amount payable and to extend the term.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Changes to Existing Agreement

Section 2 – PAYMENT PROVISIONS shall be deleted in its entirety and replaced with:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitation set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$412,236.00.

Section 3.01 – TERM OF AGREEMENT shall be deleted in its entirety and replaced with:

The term of this Agreement is from **June 1, 2020** to **March 8, 2021**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County with COUNTY signing last.

All other terms and conditions of the Original Standard Agreement, Amendment #1, Amendment #2, Amendment #3, and all Exhibits remain unchanged.

II. A copy of this AMENDMENT shall be attached to the original Standard Agreement, dated June 1, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #4 to the Agreement on the dates set forth below.

CONTRACTOR

COUNTY OF MONTEREY

By: DocuSigned by:
Anamarie Montes
Anamarie Montes
Chief Operating Officer
1/27/2021
Date: _____

By: DocuSigned by:
Michael R. Derr
Michael Derr
Contracts & Purchasing Officer
1/28/2021
Date: _____

By: DocuSigned by:
Richard Pawlowski
Richard Pawlowski
Chief Financial Officer
1/27/2021
Date: _____

Approved as to form and legality
By: DocuSigned by:
Marina Pantchenko
Marina Pantchenko
1/28/2021
Date: _____

Reviewed as to fiscal provisions:
By: DocuSigned by:
Gary Giboney 1/28/2021
Gary Giboney