

**AMENDMENT #1 TO THE  
STANDARD AGREEMENT BETWEEN THE  
COUNTY OF MONTEREY  
AND  
A-TRAINS BBQ, LLC  
To PROVIDE MEAL SERVICE AT COUNTY ESTABLISHED  
ALTERNATE HOUSING SITES DURING THE NOVEL CORONA VIRUS  
PUBLIC HEALTH EMERGENCY**

WHEREAS, the Monterey County Public Health Officer issued a Shelter-in-Place Order effective March 18, 2020, in response to the Novel Corona Virus public health emergency.

WHEREAS, the Public Health Officer has order the isolation and/or quarantine; at the County's expense and in various Alternate Housing Sites in Marina, Monterey, and Salinas; of persons suspected of being or actually infected by COVID-19 and whose home environments presents challenges to minimizing their potential of infecting other people if they are returned to that environment.

WHEREAS, in response to the Public Health Officer's Shelter-in-Place Order the County of Monterey began sheltering; at its expense and at the Country Inn and Suites Alternate Housing Site; medically fragile persons who were living in congregate settings and not able to limit their contact with other people or were homeless to reduce their changes for becoming infected by COVID-19 for the duration of the public health emergency.

WHEREAS, the County entered into an Agreement with A-Trains BBQ, LLC to provide meal services at the Monterey Fairgrounds Alternative Care Site effective April 20, 2020.

WHEREAS, the owner of the Country Inn and Suites was unable to provide for the needs of guests with dietary restrictions within the strictures of their agreement with the County, and by mutual consent, CONTRACTOR began providing meals for guests at the Country Inn and Suites who required special diets on April 28, 2020.

WHEREAS, by mutual consent, CONTRACTOR began providing meal delivery services to all Alternate Housing Sites in Marina, Monterey, and Salinas on May 7, 2020.

WHEREAS, COUNTY and CONTRACTOR wish to amend the terms of the Agreement to increase the amount payable, to memorialize delivery charges, to establish two tiers of guests sheltered at the County's expense for pricing and delivery requirements, and to memorialize other service standards.

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 provision 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 **\$1,205,000.00**

**Exhibit A** – Exhibit A – Scope of Services/Payment Provisions... shall be deleted and replaced in its entirety with the attached Exhibit A.1 - Exhibit A.1 – Scope of Services/Payment Provisions, County of Monterey Standard Agreement, Between County of Monterey and A-Trains BBQ.

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

II. A copy of this AMENDMENT shall be attached to the original Standard Agreement, dated, April 20, 2020.

COUNTY OF MONTEREY

CONTRACTOR – A-Trains BBQ, LLC

DocuSigned by:  
*Michael R. Derr*  
By: \_\_\_\_\_  
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Date: 8/13/2020 | 7:46 PM PDT

DocuSigned by:  
*[Signature]*  
By: \_\_\_\_\_  
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Date: 8/11/2020 | 6:20 PM EDT

Approved as to form and legality

DocuSigned by:  
*Marina Pantchenko*  
By: \_\_\_\_\_  
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Date: 8/13/2020 | 5:42 PM PDT

DocuSigned by:  
*[Signature]*  
By: \_\_\_\_\_  
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Date: 8/14/2020 | 11:31 AM EDT

Reviewed as to fiscal provisions:

DocuSigned by:  
*Gary Giboney*  
By: \_\_\_\_\_  
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Date: 8/14/2020 | 8:10 AM PDT

**Exhibit A.1 – Scope of Services/Payment Provisions  
County of Monterey Standard Agreement  
Between  
County of Monterey  
and  
A-Trains BBQ**

A. DEFINITIONS:

1. Tier One Guest – Tier One guests are guests sheltered at the COUNTY’s expense because of an Order issued by the Public Health Officer that they be quarantined or otherwise isolated due to suspected infection by COVID-19 or are COVID-19 positive. The Tier One Guest population is volatile and changes from day-to-day. Pricing of meals provided for Tier One Guests reflects this volatility and the number of locations where they are sheltered. Shelter locations should be assumed NOT to have in-room refrigeration or microwave oven access for meal storage or reheating.
2. Tier Two Guest – Tier Two guests are guests sheltered at the COUNTY’s expense because the combination of their health history and “home” increase the changes that they will become exposed to and infected by COVID-19. The Tier Two Guest population is less volatile and not subject to significant changes on a day-to-day basis. Pricing of meals provided for Tier Two Guests reflects this stability and the fact there is only one location where they are sheltered. All Tier Two Guests have access to in room refrigeration and microwave ovens for meal storage and reheating.

A. SCOPE OF SERVICES:

1. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
2. CONTRACTOR agrees to furnish three (3) boxed meals per day, seven (7) days per week including holidays. CONTRACTOR will deliver breakfast, lunch, and dinner to Alternate Housing Sites located in Carmel-by-the-Sea, Marina, Monterey, Salinas, and Seaside as directed by the COUNTY.
3. CONTRACTOR will make all necessary arrangements for distribution of meals. Meals must be pre-packaged and include entrée, beverage, utensils, and napkins as described in Section B, below.
4. CONTRACTOR shall provide meal counts for each property and day with their invoice.

B. SERVICE STANDARDS

1. Meal Requirements
  - 2 x 3-ounce servings of lean protein per day
  - 2-cups of fruit per day
  - 3-cups of vegetables per day
  - 1 x 12-ounce bottle of water per meal
  - 1-pint milk or fruit juice per meal

2. Delivery Requirements

a. Tier One Guest

- i. Delivery of meals three times per day between the hours of:
  - 1. Breakfast - 7:30 to 8:30 AM
  - 2. Lunch – 11:30 AM to 12:30 PM
  - 3. Dinner – 4:30 to 5:30 PM

b. Tier Two Guest

- i. Delivery of three meals once per day beginning at 4:00 by first checking in with the COUNTY on-site representative.
- ii. Delivery of dinner for the current day and breakfast and lunch the following day.
  - 1. Guests are responsible for the safe storage and reheating of meals delivered for the following day.
- iii. Pick up and disposal of used food containers left outside rooms by guests.

c. Safe Food Temperatures

- i. All hot foods shall be delivered to guests at a minimum temperature of 140 degrees Fahrenheit.
- ii. All cold foods and foods meant to be stored for later consumption shall be delivered to guests at a maximum temperature of 40 degrees Fahrenheit.

C. PAYMENT PROVISIONS:

1. CONTRACTOR’S compensation for services rendered shall be based on the following terms:

a. Meal Prices

	i. Tier One Guest	Tier Two Guest
Breakfast	\$9.00	\$7.00
Lunch	\$11.00	\$8.00
Dinner	\$14.00	\$10.00
Per Diem	\$34.00	\$25.00

ii. Special Diets - The prices listed in Section C. Paragraph 1.A.i. above, apply to any guest who requires a special diet for health or religious reasons.

iii. Per Diem Pricing

- 1. Tier One Guests – the COUNTY may request additional meals be delivered with the next scheduled delivery for clients who are admitted or discharged between deliveries provided they give the CONTRACTOR notice to add or subtract the meal 90-minutes before the scheduled delivery time.
- 2. Tier Two Guests shall only be charged per diem rates when a new client is added mid-day.

b. Delivery Charges

i. Tier One Guests

- 1. \$50.00 fee for each time delivery is made to a hotel
- 2. \$0.00 for the first hotel located within 1 mile of any other hotel where deliveries are made.
- 3. \$25.00 for each subsequent hotel located within 1 mile of the initial hotel.

4. Example: Deliveries are to be made to the Carmel Hill Lodge, Pelican Inn and the Super 8 Motel, all of which are within 1 mile of Del Monte Shopping Center. The deliver fees would be calculated as: Carmel Hill Lodge - \$50, Pelican Inn - \$0.00, and Super 8 Motel - \$25.00 for a total delivery fee of \$75.00
- ii. Tier Two Guests
    1. \$2.00 per guest per day.
    2. Delivery fee includes delivering meals to individual rooms as identified by the COUNTY.
    3. Picking up and properly disposing of used food containers at each delivery.
  - c. Sales Tax of 9.25% will be added to all costs.
  - d. Other Costs such as costs associated with food spoilage and labor required to set-up or dismantle operations at the end of this Agreement are the sole responsibility of the CONTRACTOR.