THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number 20-1142 A-3

SAP Number 4400014763

Office of Homeless Services

Department Contract Representative Telephone Number

Contractor

Contractor Representative Telephone Number Contract Term Original Contract Amount Amendment Amount Total Contract Amount Cost Center Michael Shin, HS Contracts (909) 386 - 8146

Prime Hospitality, Inc., DBA "Woody's Classic Grill" Michael Miller 909.247.8753 July 6, 2020 – June 30, 2022 Not to exceed \$1,100,000 \$197,366 Not to exceed \$1,297,366 6210002504 WBSE: 99.60.1010.75.12

IT IS HEREBY AGREED BETWEEN SAN BERNARDINO COUNTY AND PRIME HOSPITALITY, INC. DBA WOODY'S CLASSIC GRILL AS FOLLOWS:

AMENDMENT NO. 3:

It is hereby agreed to amend Contract No. 20-1142, effective October 1, 2021, as follows:

SECTION II. CONTRACTOR SERVICE RESPONSIBILITIES

Amend Paragraph A to read as follows:

A. Deliver two (2) nutritionally appropriate and balanced meals at \$18.00+tax per day to the location designated by the County, which includes deliverables to eligible participants 65 years or older, or with underlying health conditions. Breakfast and dinner will be delivered once a day in the morning, Monday through Friday. The meals delivered on Friday will include Saturday and Sunday's meals. A refrigerator and microwave are provided in all rooms. Participants have the ability to prepare or reheat meals as preferred. In addition, dietary restrictions are provided on a daily basis by Department of Behavioral Health (DBH) staff. The meals will have a minimum count of 2,500 calories. Each meal will be delivered in separate containers and will include plastic utensils and napkins.

SECTION V. FISCAL PROVISIONS

Amend Paragraph A to read as follows:

A. The maximum amount of payment under this Contract shall not exceed \$1,297,366. Reimbursement shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment of all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

SECTION VII. TERM

Amend Section VII. Term to read as follows:

This Contract is effective as of July 6, 2020 and is extended from its amended expiration date of September 30, 2021 to expire on June 30, 2022, and may be extended on a month-to-month basis dependent upon needs due to COVID-19, by mutual agreement of both parties, but may be terminated earlier in accordance with provisions of Section IX of the Contract.

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

All other terms and conditions of Contract No. 20-1142 remain in full force and effect.

SAN BERNARDINO COUNTY

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Curt Hagman, Chairman, Board of Supervisors

DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell Clerk of the Board of Supervisors of San Bernardino County

Ву ____

Deputy

Grand Terrace, CA 92313

FOR COUNTY USE ONLY

Approved as to Legal Form

Suzanne Bryant, Deputy County Counsel

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

CaSonya Thomas, Assistant Executive Officer

Date

Tanya Bratton, HS Deputy Executive Officer

Date ____