

Amendment #3 to Food Service Agreement

ARTICLE 1. PARTIES AND DATE

This Third Amendment to the Food Service Agreement (“Third Amendment”) dated as of the 1st day of July, 2019 is entered into by and between the City of Claremont, a municipal corporation of the State of California (“Subrecipient”) and BATEMAN Community Living (Lower Tier Subrecipient).

ARTICLE 2. RECITALS

2.1 The Subrecipient and the Lower Tier Subrecipient entered into the Food Service Agreement (hereinafter “Agreement”) with a term from July 1, 2016 through June 30, 2018.

2.2 The cost per each meal has increased to \$3.99 for lunch service.

2.3 Section 4 of the Agreement authorized the Agreement to be extended for up to 2 additional one (1) year terms. The Subrecipient and the Lower Tier Subrecipient now desire to extend the term of the Agreement for a one (1) year term from July 1, 2019 to June 30, 2020.

2.4 This Agreement is a Lower Tier Subaward under the terms of a prime Subaward (identified as Subaward Number ENP162003 with County of Los Angeles County of Los Angeles Workforce Development, Aging and Community Services and shall be subject to all of the provisions of such prime Subaward. All representations and warranties under this Lower Tier Subaward shall inure to the benefit of County of Los Angeles.

2.5 Lower Tier Subrecipient is aware of the County’s Required Provisions for Lower Tier Subaward revised January 2018 (Attachment A).

ARTICLE 3. TERMS

3.1 The recitals are hereby incorporated as though fully set forth herein.

3.2 Section 3 of the agreement is hereby amended to read as follows:

Section 3. Compensation to the Lower Tier Subrecipient

The Subrecipient shall pay to the Lower Tier Subrecipient an amount not to exceed \$119,700.00 per year for complete and satisfactory performance of the terms of

this Agreement. The Lower Tier Subrecipient shall be paid for providing services set forth in Attachment 1. Payment shall be made on a monthly basis. The cost per meal shall not exceed \$3.99 for lunch, \$6 for dinner.

3.2 In accordance with Section 4 of the Agreement, the term of the Agreement shall be extended from July 1, 2019 to June 30, 2020, unless earlier terminated as provided in the Agreement. Amendments require the County's review and approval prior to execution. Lower Tier Subrecipient shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.3 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

3.5 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

3.6 Authority to Enter Amendment. Each Party warrants that the individuals who have signed this Amendment have the legal power, right, and authority make this Amendment and bind each respective Party.

IN WITNESS WHEREOF, the Subrecipient and the Lower Tier Subrecipient have caused this Agreement to be executed by their duly authorized representatives.

[SIGNATURES ON NEXT PAGE]

Subrecipient
CITY OF CLAREMONT
(SUBRECIPIENT)

By: _____
Tara Schultz
City Manager

Attest:

By: _____
City Clerk

Approved as to Form:

By:  _____
Rutan & Tucker, LLP
City Attorney

Lower Tier Subrecipient
BATEMAN COMMUNITY LIVING
(LOWER TIER SUBRECIPIENT)

By: _____

Name: _____

Title: _____

EIN: _____

City Business License: _____