

This is the First Amendment to the Master Contract between the County of Santa Clara (COUNTY) and the City of Milpitas (CONTRACTOR) entered into on July 01, 2011 to provide Senior Nutrition Services.

On May 22, 2012, the Board of Supervisors approved the Delegation of Authority to the Social Services Agency (SSA) Director, or designee, to negotiate, execute, amend, and terminate. The Delegation of Authority for this Contract will expire on June 30, 2013.

Background

The purpose of this Amendment is to extend the contract term for one additional year to June 30, 2013 and augment funds by \$164,407. The additional funding is included in the revised Maximum Financial Obligation. The attached Meals and Program Budget reflect the services and fiscal budget for the extended term.

This Contract is amended as follows:

1. Section 1, on page 22, **TERM OF CONTRACT** is revised to read: This contract commences on July 01, 2011 and expires on June 30, 2013, unless terminated earlier or otherwise amended.
2. Section 3, on page 22, **MAXIMUM FINANCIAL OBLIGATION** is revised to read: CONTRACTOR is entitled to reimbursement for actual allowable expenditures subject to the provisions of this Contract, not to exceed \$173,489 in FY 2011-2012, and not to exceed \$164,407 in FY 2012-2013.
3. Add Attachment C-13, **BUDGET SUMMARY and PAYMENT PROVISIONS** for FY 2012-2013 attached and incorporated by this reference.
4. Add Attachment E, **Addendum to Article IV – Statutes, Regulations, and Policies**, attached and incorporated by this reference.

All other terms and conditions of the agreement remain in full force and effect.

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In the event of a conflict between the original Contract and this amendment, this amendment controls.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereby agree to the terms of this Contract.

COUNTY OF SANTA CLARA

CONTRACTOR

By: _____
Date
Luke Leung
Interim Director,
Social Services Agency

By: _____
Name: _____ Date
Title: _____

APPROVED AS TO FORM
AND LEGALITY

Date
Kristin Baker
Deputy County Counsel

Attachments:
C-13 Budget Summary and Payment Provisions FY 2012-2013
Attachment E - Addendum to Article IV – Statutes, Regulations, and Policies

Attachment C-13 Budget Summary & Payment Provisions FY 2012-2013

Santa Clara County- Social Services Agency

Senior Nutrition Program

MILPITAS

Budget - FY 12/13

	Asian 2 days	Bateman 3 days	Additional Bateman 2 days a week	Service Days M-F	Daily	Total	Annual
	85	96	11		98	248	8,330
							14,400
							1,078
							23,808

1. PERSONNEL

a. <u>Site Manager</u>	\$	28,066	
b. <u>Kitchen Aide</u>	\$	14,583	
c. <u>Janitor</u>	\$	5,542	\$ 48,190

2. OPERATION COSTS

Overhead	@\$.183 meal	\$	-	
Outreach Transportation		\$	12,000	\$ 12,000

3. VARIANCE CATEGORIES

Insurance/Worker Comp.	n/a	\$	-	
Fiscal	n/a	\$	-	
Staff Mileage	@ \$0.555 mi.	\$	14	
Equipment & Repair		\$	50	
Non-Food Items	@ \$.25 meal	\$	5,952	\$ 6,016

4. FOOD COSTS

New Orient @ 4.61 & .23 milk	\$	4.84	*	8,330	40,317	
Bateman	\$	4.515	*	15,478	69,883	\$ 110,200
	Food Cost			Annual Meals		

5. TOTAL BUDGET

Less: Outreach Transportation \$ (12,000)

6. CONTRACT AMOUNT

\$ 164,407

County's share at 50% of Total Expended Budget. Maximum not to exceed \$ 82,204

Fifty percent of participant contributions retained by Milpitas

Attachment C-13 Budget Summary & Payment Provisions FY 2012-2013

Personnel Detail

	Hours	Days	Hourly Rate	Earnings	Fringe	Vacation	Sick Leave	Medical	Total Costs
Site Manager	6.00	259	13.49	20,963	2,274	809	971	3,047	28,066
Kitchen Aide	4.00	259	9.33	9,666	1,049	373	448	3,047	14,583
Janitor	2.00	248	9.33	4,628	504	187	224	-	5,542
Total Personnel Costs				35,257	3,827	1,369	1,643	6,094	48,190

Formula

Days	248 + 11 holidays	Vacation	Hours x 10 x Hourly Rate
Earnings	Hours x Days x Hourly Rate	Sick Leave	Hours x 12 x Hourly Rate
Fringe	10% of (Earnings+Vacation+Sick Leave)		

Payment Provisions

CONTRACTOR understands and agrees that this Contract is a **cost-reimbursement** contract. All references to "you" in this Attachment refer to CONTRACTOR.

You can only be reimbursed for expenses paid out in a report month. The Line Item allocations represent the **maximum annual amount** available for your budget. **Once the contracted line item allocations balances have been used, you cannot continue to claim a current monthly expenditure reimbursement for these items.** You may want to note on the bottom of the monthly expenditure report if you have a continuing expense over and above a zero balance line item or you may want to keep a separate record of your actual expenditures. This may help if you request a line item transfer or may help justify a change in your budget during the annual budget preparation meetings. Please see **LINE ITEM CHANGES** (See Below)** for more information.

These Line Item Definitions are part of the contract standards that were recommended by the Nutrition Contract Standards Committee and approved by the Board of Supervisors on March 10, 1998. Please refer accounting questions to Senior Nutrition Program (SNP) Accounting Staff and budget questions to the SNP Management Analyst.

In certain circumstances, you will be reimbursed for all budget line items as an all inclusive per meal cost for each meal consumed during the term of the Agreement.

1. PERSONNEL - Salaries and personnel expenses paid out during the report month should be claimed for all Nutrition employees that work and are authorized by your contract. Employee positions not filled cannot be claimed. Changes in personnel or circumstances that require a substitute should be reported to your assigned Dietitian **prior to filling the position**, explaining the reason for the change. Please indicate if this is a permanent or temporary change.

Fringe – This covers employer paid payroll taxes: FICA (Social Security and Medicare) and SDI (both Federal and State). It is currently budgeted at 10% of the budgeted salary including vacation and sick. You can report the actual amount up to the budgeted amount. At fiscal year end, you may request to transfer any extra budget amount to other line items.

Sick Leave – This covers sick leave paid to the SNP budgeted staff. The County budgets 12 paid sick leave days (prorated to the number of hours the employee works and serving days). Unused sick leave amount **cannot** be paid off to the staff member, but can be transferred to other line items. Unused sick leave amount which is not transferred to other line items will be returned to the County general fund. County does not accrue any unused sick leave for the SNP staff. County can only reimburse the actual amount taken, not the allocated amount.

Medical – This covers health insurance costs. You can report the actual amount up to the budgeted amount for each budgeted staff. It does not cover spouse or dependents. It is for medical only and does not include dental or vision. If receiving County Kaiser, allocation will be deducted in Line Item 6 “Other Deductible”. If your agency does not provide health insurance, this amount can be distributed to the budgeted staff as allowance for purchasing his/her own health plan. If this amount is not claimed or distributed for medical insurance, it **cannot** be transferred to another line item.

2. OPERATION COSTS

Usage Costs - This allowance is for rent or lease costs incurred and paid by your agency. ***You are reimbursed for rent or lease payments allocated to the Nutrition Program at the current per meal rate (\$0.463) for monthly meals served up to your budgeted allocation.*** If you share building or housing costs with other programs you must be able to verify and document how you pro-rate the amount charged to the Nutrition Program. Some sites do not pay rent or lease and are not budgeted for this line item.

Overhead - This category is an allowance for utilities (heating/electricity, telephone, janitorial services, and office supplies, printing, water softener or pest control) needed to support your nutrition site, incurred and paid by your agency. ***You are reimbursed at the current per meal overhead rate (\$0.183) for monthly meals served up to your budgeted allocation.*** If the costs are shared with other programs, you must be able to verify how you pro-rate the amount charged to the Nutrition Program. Some sites are not budgeted for this line item.

Site Transportation - Most sites use the **Outreach Transportation** line item (See next line item). Some sites transport seniors to and from the nutrition program with their own van, bus or car. You can only claim for expenses paid out in the report month. A daily transportation log of who is picked up and returned, and mileage claimed must be available for verification.

Private transportation by persons in their own vehicles are not reimbursable expenses unless all automobile insurance requirements, including assigning the County and the Sponsoring Agency as "other insured" on the driver's certificate of insurance are met. In some cases, a commercial driver's license is also necessary for the driver of an agency's bus, van or car.

Outreach Transportation - This allowance is negotiated with the contractor to transport seniors who are eligible to receive Outreach Transportation Services. Unless your agency is contracting directly for Outreach Transportation Services, this amount is entered into your budget and is part of the County Nutrition Outreach Contract that pools all Outreach allowances. **You do not deduct for this line item if you are part of the County**

Outreach Pool. The amount is deducted from your budget in **Line Item 6, "Other Deductible" (See Below)**. You will receive a copy of the Outreach expenses that are deducted from your portion of the pool each month for rides to and from your site and are paid directly by the County each month. Only senior nutrition participants are able to have their rides reimbursed.

3. VARIANCE CATEGORIES

Insurance/Worker's Compensation - This is an allowance for insurance or worker's compensation insurance payments that are actually paid out in the report month. You are only reimbursed for actual payments made. If your agency pays for other programs, only the pro-rated amount paid for the Nutrition Program Employees is allowable as an expense.

Fiscal - This allowance is for bookkeeping, accounting and payment for the annual audit. If you share bookkeeping and accounting expenses with other non- nutrition programs, only the portion allocated and paid out for the nutrition program is allowable for reimbursement. You must document and be able to verify how you pro-rate your expenses towards the Nutrition Program. Documentation of the expense and when the expense was incurred must be available to the County when requested.

Staff Mileage - This allowance is for nutrition employees who are required to attend Nutrition Staff Meetings or Trainings. Mileage to and from meetings is reimbursed at the County rate (**\$0.555 per mile**). The amount allocated is determined by your yearly usage.

Equipment and Repair - This allowance is for small equipment and repair expenses.

* The **Nutrition Equipment Committee** reviews requests for other equipment that exceed your budgeted amount. The amount of funds available through the Equipment Committee varies each year. Check with your Dietitian if you wish to submit a request.

Non-Food Items - This allowance will cover the cost of paper products, utensils, serving dishes, cleaning supplies and laundry.

4. FOOD COSTS - This is the allowance for food expenses. Based on whether you are a cook-on-site or a catered meal site, you may claim for raw food costs, restaurant catered meals or vendor catered meals. Some sites will have a combination of raw and catered food expenses.

5. TOTAL BUDGET - This is the total program budget amount before any deductibles.

6. OTHER DEDUCTIBLE - This line item will show items (**if applicable**) that are deducted from the budget. This may include the following items, but will not apply to all budgets:

County Outreach Transportation
County Kaiser
Contractor Contribution Amount

City Grants or Contributions
Community Development Block Grants (CDBG)
Other Income Contributions

7. CONTRACT AMOUNT - Final contracted budget for the site.

**** LINE ITEM CHANGES** - May be requested in writing by CONTRACTOR'S Agency Representative. **Submit line item requests during the year when you first become aware of a need to transfer funds between line items. Do not assume that line item transfers will be authorized.** Final line item transfer requests for fiscal year ending June 30 are to be submitted no later than the first Friday of June. The SNP Program Manager and the Nutrition Services Manager will review these requests for approval or disapproval.

Any line item request must have funds available in your budget and be accompanied by an explanation of the reason for the request. Additional verification may be requested. The SNP Program Manager has final approval or disapproval authority for any line item change request.

DRAFT

Attachment E
Addendum to Article IV – Statutes, Regulations, and Policies

Contracting Principles

Contractor agrees to comply with the County's Contracting Principles set forth in the Board Policy Manual. The Contracting Principles require, among other things, that Contractor be a fiscally responsible entity and treat its employees fairly. Contractor is also required to (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; and (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

FOOD AND BEVERAGE STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options must be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

**Eighth Amendment to the Contract
Between the City of Milpitas and Compass Group USA, Inc.**

This amendment ("Eighth Amendment") to that certain agreement ("Agreement") between the City of Milpitas ("Client") and Compass Group USA, Inc., by and through its Bateman Division ("Bateman") (collectively, "the Parties") entered into on July 1, 2004, for the purpose of providing meals for the Santa Clara County Senior Nutrition Program offered at the Barbara Lee Senior Center, is entered into this 19th day of June, 2012.

RECITALS

WHEREAS, the Parties wish to extend the Agreement for an additional year, so that the Agreement will terminate on June 30, 2013; and

WHEREAS, additional funding for the extension is available as a part of the Santa Clara County Senior Nutrition Budget, budgeted within the City of Milpitas Parks & Recreation Services Department Operating Budget; and

WHEREAS, the additional funding of \$69,883 will serve seniors 60 years of age and older an average of 98 meals a day, 249 days per year, totaling 15,478 meals for fiscal year 2012/2013.

NOW THEREFORE, by agreement of the Parties, the Agreement is hereby amended as follows:

Amendment

1. The term of the agreement as set forth in Section 6, First Paragraph, is hereby extended for an additional twelve (12) month period commencing on July 1, 2012 and ending on June 30, 2013.
2. The meal rates as set forth in Section 1, Second Paragraph of Exhibit A to the Agreement, is hereby modified to \$4.515 per meal, and total compensation shall not exceed \$69,883.
3. This Eighth Amendment is effective July 1, 2012 and thereafter, unless amended thereafter.
4. Exhibit A, Cost per Meal, is revised to read: \$4.515.
5. All other terms and conditions of the Agreement shall remain in full force and effect.
6. In the event of a conflict between the original Agreement and this Amendment, this Amendment shall control.

This Amendment was approved by the City Council at its meeting of June 21, 2012.

CITY OF MILPITAS:

Dated: _____

BY: _____
Thomas Williams, City Manager

ATTEST:

APPROVED AS TO FORM:

BY: _____
Mary Lavelle, City Clerk

BY: _____
Michael J. Ogaz, City Attorney

COMPASS GROUP USA, INC., by and through its Bateman division

Dated: _____

BY: _____

Dated: _____

BY: _____

**Eighth Amendment to the Contract
Between the City of Milpitas and New Orient Restaurant**

This Eighth Amendment to that certain agreement (“the Agreement”) between the City of Milpitas (CITY) and New Orient Restaurant (CONTRACTOR) (collectively, “the Parties”) entered into on July 1, 2004, for the purpose of providing Asian food meals for the Santa Clara County Senior Nutrition Program offered at the Milpitas Senior Center, is entered into this 19th day of June, 2012.

RECITALS

WHEREAS, the Parties wish to extend the Agreement for an additional year, so that the Agreement will terminate on June 30, 2013; and

WHEREAS, additional funding for the extension is available as a part of the Santa Clara County Senior Nutrition Budget, budgeted within the City of Milpitas Parks & Recreation Services Department Operating Budget; and

WHEREAS, the additional funding of \$40,317 will serve seniors 60 years of age and older 8,330 meals for fiscal year 2012/2013.

NOW THEREFORE, by agreement of the Parties, the Agreement is hereby amended as follows:

Amendment

1. Recital A is amended in its entirety to read as follows:
 - A. “CITY requires professional services for the preparation and delivery of meals for the City’s Senior Nutrition Program, located at the Barbara Lee Senior Center, 40 North Milpitas Boulevard, Milpitas, CA 95035.”
2. Section 2, Term, is revised to read in its entirety as follows:

“This Agreement shall be effective upon execution of the Agreement by all parties and shall terminate on June 30, 2013, unless otherwise terminated or extended pursuant to the Agreement.”
3. Exhibit A of the Agreement is amended and restated in its entirety as set forth in the attachment to this Eighth Amendment.
4. Exhibit B, Item 2, is revised to read in its entirety as follows:

“Per meal cost will not exceed \$4.84 for meals in Fiscal Year 2012/13 (July 1, 2012 to June 30, 2013) and total compensation under the Agreement for Fiscal Year 2012/2013 (July 1, 2012 to June 30, 2013) will not exceed \$40,317.”

- 5. All other terms and conditions of the Agreement shall remain in full force and effect.
- 6. In the event of a conflict between the original contract and this Amendment, this Amendment shall control.

This Amendment was approved by the City Council at its meeting of June 19, 2012.

CITY OF MILPITAS:

Dated: _____

BY: _____
Thomas Williams, City Manager

ATTEST:

APPROVED AS TO FORM:

BY: _____
Mary Lavelle, City Clerk

BY: _____
Michael J. Ogaz, City Attorney

APPROVED AS TO CONTENT:

BY: _____

CONTRACTOR:

Dated: _____

BY: _____

Dated: _____

BY: _____

(Attachment)

EXHIBIT A
(SCOPE OF CONTRACTOR'S DUTIES AND SERVICES)

Per this Agreement, CONTRACTOR agrees to perform the following duties in accordance for the City of Milpitas' Senior Nutrition Program, which is in accordance to the County of Santa Clara's Senior Nutrition Program.

Site Name: Milpitas Senior Center
Address: 40 North Milpitas Boulevard
Milpitas, CA 95035
Delivery Time: 11:30am-12:00pm
Delivery Days: Two days per week, decided upon CITY and CONTRACTOR
Number Meals: Total meals contracted is 8,330 meals over 96 days for Fiscal Year 2012/2013 (July 1, 2012 to June 30, 2013)
Cost per Meal: \$4.84 for meals in Fiscal Year 2012/2013 (July 1, 2012 to June 30, 2013)

1. Holding time and between meal preparation and scheduled serving time shall not exceed two hours.
2. Meals shall conform to the food and nutrition standards. Such meals shall be low in salt and fat content. Use of MSG, artificial flavoring and color is not recommended. Each serving portion shall include:
 - No less than 3 ounces of meat or protein substitute
 - No less than 1 cup of vegetables
 - No less than ½ cup of rice or other carbohydrate
 - One fruit
3. CONTRACTOR shall provide a central kitchen for the production of meals pursuant to this Agreement, and shall deliver such meals to designated location as mutually agreed upon by both parties. CONTRACTOR shall provide equipment required for the provision of services, and all equipment to transport food shall be NSF approved. Food storage facilities shall maintain a temperature of 140 degrees Fahrenheit or more for hot food and 40 degrees Fahrenheit or less for cold food. Temperatures of meals shall be checked daily and recorded before leaving the kitchen.