

**Novation and First Amendment to
EMERGENCY DAILY MEAL SERVICES AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
HARDY DIAGNOSTICS**

Project Roomkey Emergency Shelter – Daily Meal Services

THIS is a novation of a previously executed Daily Meal Services at Project Roomkey Location Blanket Purchase Order and a First Amendment (hereafter “First Amendment”) to the Emergency Daily Meal Services Agreement (hereafter “Agreement”) made and entered into by and between the County of Santa Barbara (herein called the “COUNTY”), a political subdivision of the State of California, and Hardy Diagnostics (herein called the “SUBRECIPIENT”), whose address is 1317 West McCoy Lane, Santa Maria, Ca 93455.

WITNESSETH THAT

WHEREAS, in response to COVID-19, a Local Emergency Proclamation was made by the County of Santa Barbara Director Emergency Services on March 12, 2020 and ratified by the County Board of Supervisors on March 17, 2020 (the “COVID-19 Local Emergency Declaration”);

T

WHEREAS, the County of Santa Barbara’s Proclamation of a Local Health Emergency was made on March 12, 2020, and ratified by the County Board of Supervisors on March 17, 2020;

WHEREAS, in accordance with County Code Chapter 12, Emergency Management, the County finds the services necessary in response to COVID-19 and in directly related to that emergency and necessary for the preservation of public health and safety; and

WHEREAS, COUNTY intends to provide Shelter Services (as defined in Section 1 below) to Homeless persons (as defined in Section 1 below) on a seven (7) days per week basis for the duration of the COVID-19 Emergency Declaration beginning April 20, 2020 and for the duration of the Emergency Declaration; and

WHEREAS, OWNER has experience, knowledge and skill to provide Occupancy Services; and

WHEREAS, after receiving multiple bids for the provision of Daily Meal Services to the vulnerable population serviced at the South County Project Roomkey Non-Congregate Shelter, COUNTY and SUBRECIPIENT entered into a Blanket Purchase agreement dated June 2, 2020, which described a term from July 1, 2020 to June 30, 2021 and a not-to-exceed amount of \$250,000 (the “Blanket Contract BL-04966”); and

WHEREAS, on February 9, 2021, COUNTY and SUBRECIPIENT entered into an Emergency Daily Meal Services Agreement (the “Agreement”) to provide Daily Meal Services at the South County Non-Congregate Shelter for a total amount not to exceed \$200,000; and

WHEREAS, the parties desire to effectuate a novation, as provided in Civil Code Sections 1530-1532, of the Blanket Contract by substituting the terms of the Blanket Contract with the terms described in the Agreement as amended by this First Amendment. Specifically, the parties intend to effectuate this novation by (a) amending the

Agreement to revise the time of performance to cover the time covered by the Blanket Contract and to increase the amount payable under the Agreement by \$250,000 so that the new total amount payable under the Agreement is an amount not to exceed \$450,000, and (b) extinguishing the obligations originally described in the Blanket Contract; and

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the Agreement except as modified by this First Amendment; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Novation**. The above recitals are true and correct and incorporated herein. As described in the recitals and in accordance with Civil Code Sections 1530-1532, the parties hereby extinguish the obligations of the Blanket Contract and substitute them with the obligations described in the Agreement as amended by this First Amendment.
2. **Definitions**. Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meaning as in the Agreement
3. **Amendments**.

Section 2 **TERM**, of the Agreement shall be deleted in its entirety and replaced with the following:

2. **TERM**

A. **Term and Time of Performance**

This agreement shall begin on July 1, 2020 (Operating Start Date) and shall terminate on June 30, 2021, unless suspended or terminated earlier or there are no funds available to the COUNTY for any reason (the "Term").

B. **Close-outs**

SUBRECIPIENT's obligations to COUNTY shall not end until all close-out requirements are completed, including, but not limited to: receipt of final payments from COUNTY under this Agreement, disposing of program assets (including the return of all unused materials, equipment, and accounts receivable to COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that SUBRECIPIENT has control over COUNTY CEO CARES funds, including program income. All program assets (unexpended program income, property, equipment, etc.) shall revert to COUNTY upon termination of this Agreement.

Section 4 **PAYMENT**, of the Agreement shall be deleted in its entirety and replaced with the following:

4. **PAYMENT**

It is expressly agreed and understood that the total amount of COUNTY CEO CARES Allocation funds to be paid by COUNTY under this Agreement shall not exceed **\$450,000**. Drawdowns for the payment of eligible expenses shall be made in accordance with the line item budgets specified in Exhibit B hereto. No less than once per quarter but not more often than monthly, SUBRECIPIENT may request reimbursement for its expenditures. SUBRECIPIENT shall submit a

completed ESPR together with proper support documentation for services described in Sections I.A and I.B and staff salaries and benefits described in Section I.C and performance data required in Sections I.D, VII.B.1, VII.B.2, and VII.C of this Agreement. No costs shall be invoiced, billed or deemed eligible except for expenditures authorized in the budget as set forth in Exhibit B. The itemized costs shall be of sufficient detail to provide a sound basis for COUNTY to effectively monitor costs under this Agreement. COUNTY shall review the claim and in accord with the CARES Act and implementing regulations and guidance and State Budget Act of 2020, Section 11.90 and shall reimburse SUBRECIPIENT for allowable costs within thirty (30) days after receiving SUBRECIPIENT's complete payment request. COUNTY's payments to SUBRECIPIENT are contingent upon certification of SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR Part 200 and the Certification of Standards for Financial Management Systems attached hereto as Exhibit G.

COUNTY has no obligation to provide funds under this Agreement if for any reason there is not funding available to pass through to SUBRECIPIENT or if the Agreement is terminated or suspended.

Exhibits A and B of the Agreement, shall be modified with the following:

Exhibit A – Scope of Services

Replace **Agreement Amount** with \$450,000

Modify **Time of Performance** to July 1, 2020 to June 30, 2021

Agreement Amount: \$450,000

Time of Performance: July 1, 2020 to June 30, 2021.

Exhibit B – Budget and Payment Procedures

Replace **Agreement Amount** with \$450,000

Modify **Time of Performance** to July 1, 2020 to June 30, 2021

Agreement Amount: \$450,000

Time of Performance: July 1, 2020 to June 30, 2021.

3. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between parties.
4. It is expressly understood that in all other respects, said terms and conditions of the Agreement shall be in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective on the date set forth above.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

"COUNTY"
COUNTY OF SANTA BARBARA

By: _____
Deputy Clerk

By: _____
Bob Nelson, Chair
Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

DocuSigned by:
kyle Slattery
By: _____
6ABC62CBE1B64D0...
Auditor-Controller

DocuSigned by:
Geroge Chapjian
By: _____
510A033ACF964E9...
Geroge Chapjian
Community Services Director

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL


DocuSigned by:
Michael C. Ghizzoni
By: _____
D0A627A89DD64A5...
Deputy County Counsel

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

DocuSigned by:
Ray Aromatorio
By: _____
D3DB8520E10F47F...
Risk Manager

“SUBRECIPIENT”

Hardy Diagnostics, aka “Moxie Café”

DocuSigned by:

By: _____
D5AE1182823A492
Robert Grimmesey, President