

**FIRST AMENDMENT TO AGREEMENT WITH COMMUNITY SENIORSERV, INC., DBA
MEALS ON WHEELS ORANGE COUNTY FOR A SENIOR MEAL PROGRAM**

THIS FIRST AMENDMENT to the above-referenced agreement is entered into December 6, 2022, by and between Community SeniorServ, Inc., a California nonprofit corporation dba Meals on Wheels Orange County ("Contractor"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. The parties entered into Agreement No. N-2022-206 ("Agreement") dated July 1, 2022, to retain Contractor to deliver meals to homebound senior residents and provide meals for senior residents at City senior centers.
- B. The Agreement is current and in-effect through January 31, 2023.
- C. The parties now wish to amend the Agreement to increase the compensation and extend the term of the Agreement.

The Parties therefore agree:

- 1. **Section 2(a), Compensation**, is hereby amended to increase the total sum to be expended under the term of the Agreement, including any extension periods, by **\$50,000** for a total amount not to exceed **\$100,000**, as further detailed in **Exhibit A-1** attached hereto and which shall replace **Exhibit A** in the Agreement. This sum is comprised of (1) the base amount of \$90,300 and (2) a contingency in the amount of \$9,700 for additional services at the City's sole discretion.
- 2. **Section 3, Term**, is hereby extended until June 30, 2023, unless terminated earlier in accordance with Section 15 of the Agreement.
- 3. Except as modified by this First Amendment, all terms and conditions of the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first written above.

ATTEST

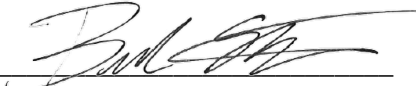
CITY OF SANTA ANA

Clerk of the Council

KRISTINE RIDGE
City Manager

[signatures continued on next page]

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

By: 
Brandon Salvatierra
Deputy City Attorney

CONTRACTOR


Holly Hagler
President & CEO

RECOMMENDED FOR APPROVAL

Hawk Scott
Executive Director
Parks, Recreation and Community Services Agency

EXHIBIT A-1

City of Santa Ana

Scope of Work

Name of Organization

Meals on Wheels Orange County

Name of Funded Program

Home Delivered and Lunch Cafe Programs

Annual Accomplishment Goal

I. Total number of unduplicated Participants (Santa Ana and Non-Santa Ana participants) anticipated to be served by the funded program, named above, during the second 6-month contract period, from Jan. 1, 2023 - June 30, 2023.

4,000	Participants
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II. Number of ONLY unduplicated Santa Ana Participants to be served by the funded program, named above, during the second 6-month contract period, from Jan. 1, 2023 - June 30, 2023.

315	Participants
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Program and Funding Description

III. Description of Work - In the space below, describe the program to be funded during the 12-month contract period. What specific activities will be undertaken during the contract period. Please be concise in your response. Only the viewable space will print.

For FY 22-23, Santa Ana discretionary funds not to exceed \$100,000 (\$90,300 for base services [Home Delivered Meals and Lunch Cafe Programs] and \$9700 for additional as needed services) will be utilized to help fund the raw food costs of home delivered and Lunch Cafe meals to Santa Ana older adult participants from July 1, 2022 - June 30, 2023.

Home Delivered Meal Program:

Participants in the HDM Program will receive a total of 3 nutritious meals, 5 days a week delivered to their home along with case management services. Meals will be delivered by paid and volunteer drivers. Eligibility and case management services will be provided by Meals on Wheels Orange County Case Managers. Participants will also have access to other services at no charge including in-home services, respite services, home safety equipment, and other resources.

Lunch Cafe Program:

Participants in this Program will be provided with nutritional lunches at 2 sites in Santa Ana - Southwest Senior Center and Santa Ana Senior Center.

Additional As-Needed Services:

During the course of the year, the City conducts programs/services that may require additional meals to be provided that are beyond the scope of the programs listed above. In such instances, the City will request a quote from Community SeniorServ (dba Meals on Wheels Orange County) for additional cost and use contingency funds included in the total agreement amount.

Schedule of Performance

Estimate the number of ONLY unduplicated Santa Ana participants to be served by the funded program during the 12-month contract period per quarter. (Enter number of new Santa Ana Participants served each quarter. If they were served in quarter 1 do not count them again in quarter 2)

Quarter 1: July 1 - September 30	200	Participants
Quarter 2: October 1 - December 31	185	Participants
Quarter 3: January 1 - March 31	165	Participants
Quarter 4: April 1 - June 30	150	Participants
	700	Total unduplicated Santa Ana Participants to be served.

Schedule of Invoicing

Quarter 1: July 1 - September 30	\$25,000
Quarter 2: October 1 - December 31	\$25,000
Quarter 3: January 1 - March 31	\$25,000
Quarter 4: April 1 - June 30	\$25,000
	\$ 100,000.00 Total including contingency