

Contract # 80511-F20-D097 Amendment 3

**THIRD AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
VRS CATERING CONNECTION**

THIS THIRD AMENDMENT TO THE AGREEMENT, is entered into this \_\_\_\_ day of June, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and VRS Catering Connection, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, on March 3, 2020, the County's Health Officer issued a "Declaration of Local Health Emergency Regarding Novel Coronavirus 2019," and the County Manager, as the County's Director of Emergency Services (the "Director"), issued a proclamation of local emergency pursuant to Government Code section 8630 and Chapter 2.46 of the County's Ordinance Code, which proclamation was ratified by the Board of Supervisors (the "Board") on March 10, 2020, pursuant to Government Code section 8630, and extended by the Board on April 7, 2020, until such time as the local emergency is terminated (the "COVID-19 Local Emergency"); and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency related to COVID-19 throughout the State of California; and

WHEREAS, on March 13, 2020, the President of the United States proclaimed that the COVID-19 outbreak in the United States constituted a national emergency, beginning March 1, 2020; and

WHEREAS, the Director and the Director's designee, the Incident Commander at the Emergency Operations Center (EOC), have made many requests for services, supplies, and equipment, which expenses have been made through County department appropriations as well as through agreements executed by the Director or the EOC Incident Commander from March 3, 2020, to the present; and

WHEREAS, on March 24, 2020, the Board approved Resolution No. 077305 which, pursuant to Government Code Section 25502.7, authorized the Director to execute agreements for goods and services up to and including \$500,000, and any amendments to such agreements within such fiscal provisions; and

WHEREAS, on August 13, 2020 in furtherance of the County's efforts to save lives and protect health and safety in response to the COVID-19 public health emergency as declared by the federal, state, and local governments, the parties entered into an agreement for catering services (Agreement No. 80511-F20-D097, also referenced herein as the "Agreement"); and

WHEREAS, the Agreement has been amended twice to, among other things, increase the maximum amount authorized to be expended under the Agreement; and

WHEREAS, the County has a continuing need for catering services provided by Contractor in support of the County's efforts to save lives and protect health and safety in response to the COVID-19 Local Emergency and Contractor is willing to continue providing such services; and

WHEREAS, at its meeting on June 8, 2021, the Board of Supervisors adopted a resolution authorizing the further amendment of the Agreement to, among other things, increase the maximum amount authorized to be expended under this Agreement by \$200,000, to an amount not to exceed \$700,000.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

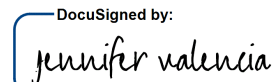
1. Section 3 – Amount, of the Agreement, is amended in its entirety to read as follows:

In consideration of the services provided by VRS Catering Connection in accordance with all terms, conditions, and specifications set forth in this MOU, EOC shall make payment to VRS Catering Connection based on the rates and in the manner specified below in Section 5, Table A. EOC reserves the right to withhold payment if the Director of Emergency Services, or designee, determines that the quantity or quality of the work performed is unacceptable. In no event shall EOC's total fiscal obligation under this MOU exceed seven hundred thousand dollars and zero cents (\$700,000.00). VRS Catering Connection is not entitled to payment for work not performed as required by this MOU.

2. All other terms and conditions of Agreement No. 80511-F20-D097 dated August 13, 2020, as amended by Amendment 1 dated January 12, 2021 and Amendment 2 dated March 16, 2021, between the County and Contractor, shall remain in full force and effect.
3. This Amendment constitutes the entire understanding of the parties hereto with respect to this subject matter herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications of this Amendment shall not be effective unless set forth in writing and executed by both parties.

In witness of and in agreement with this Amendment's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: VRS Catering Connection

DocuSigned by:		
	5/27/2021   10:03 AM PDT	
<u>4FF9625FEAD048E...</u>		Jennifer Valencia
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board