



DATE: June 24, 2020

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **RATIFICATION OF AMENDMENT 1 AND APPROVAL OF AMENDMENT 2 TO A PROFESSIONAL SERVICES AGREEMENT WITH OCEANSIDE KITCHEN COLLABORATIVE AND APPROVAL OF A BUDGET APPROPRIATION**

SYNOPSIS

Staff recommends that the City Council ratify Amendment 1 in the amount of \$75,394 and approve Amendment 2 in the amount of \$76,980 for a combined amount of \$152,374 to the Professional Services Agreement with Oceanside Kitchen Collaborative for a revised contract amount of \$616,938 for emergency meal services for the COVID-19 Emergency Response Food Program; approve a budget appropriation in the amount of \$152,374 from General Fund Infrastructure Assigned Fund Balance to fund the amendment; and authorize the City Manager to execute the amendment upon receipt of all supporting documents.

BACKGROUND

On March 25, 2020, City Council approved a Professional Services Agreement in the amount of \$464,564 with Oceanside Kitchen Collaborative (OKC) for meal services for Oceanside residents for a twelve-week period. OKC is the City's contractor for the Green Oceanside Kitchen located at the El Corazon Senior Center. The feeding program provided access to healthy food for needy senior citizens, families and individuals during the COVID-19 emergency. During the initial twelve weeks, OKC was able to provide 64,158 meals to Oceanside residents. Meal distribution went to shelters and unsheltered homeless, seniors, immune compromised individuals, and food insecure individuals.

On June 12, 2020, staff administratively approved Amendment 1 in the amount of \$75,394, which authorized OKC to provide an additional two weeks at the same weekly meal level and cost as the previously negotiated rate. The additional two weeks, ending June 28, 2020, will provide an additional 7,000 meals to Oceanside residents. Amendment 2 will allow a wind down period ending July 24th, 2020.

ANALYSIS

Amendment 1 was established to extend OKC's feeding program and ensure that Oceanside residents would continue to receive meals during the ongoing public health crisis. This amendment extended the current service of meal preparation by two additional weeks.

As the economy, businesses, and public assistance programs begin to re-open, OKC has proposed a four-week ramp down feeding program to ensure the most at-risk Oceanside residents continue to receive meals allowing for the transition to regular assistance programs.

As outlined in Amendment 2, the ramp-down feeding program will take place Monday-Friday and reduce the number of meals per day each week (week 15 = 400 meals, week 16 = 300 meals, weeks 17/18 = 200 meals). OKC staff will engage with feeding organizations to determine the most at-risk and at-need individuals.

FISCAL IMPACT

The amount of Amendment 1 is \$75,394, and the amount of Amendment 2 is \$76,980, for a combined total of \$152,374, which will be charged to the non-departmental account 170174101.5395. To fund this amendment, staff is requesting an appropriation in the amount of \$152,374 from General Fund Infrastructure Assigned Fund Balance account 101.3020.0054, which has a current available balance of \$5.93M; therefore, sufficient funds will be available.

This activity will be eligible for FEMA reimbursement and the City anticipates recovering the majority of the costs over time.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council ratify Amendment 1 in the amount of \$75,394 and approve Amendment 2 in the amount of \$76,980 for a combined amount of \$152,374 to the Professional Services Agreement with Oceanside Kitchen Collaborative for a revised contract amount of \$616,938 for emergency meal services for the COVID-19 Emergency Response Food Program; approve a budget appropriation in the amount of \$152,374 from General Fund Infrastructure Assigned Fund Balance to fund the amendment; and authorize the City Manager to execute the amendment upon receipt of all supporting documents.

PREPARED BY:



Sarah Davis
Management Analyst

SUBMITTED BY:



Deanna Lorson
City Manager

REVIEWED BY:

Michael Gossman, Assistant City Manager

Cari Dale, Water Utilities Director

Megan Crooks, Interim Neighborhood Services Director

Jane M. McPherson, Financial Services Director



ATTACHMENTS:

- A. Amendment 1
- B. Amendment 2

**CITY OF OCEANSIDE
AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: COVID-19 EMERGENCY RESPONSE FOOD
PROGRAM
(1700174101.5395)**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(hereinafter "Amendment") is made and entered this ____ day of _____ 2020, by and between the City of Oceanside, a municipal corporation, hereinafter designated as "CITY", and, O'SIDE KITCHEN COLLABORATIVE, hereinafter designated as "CONSULTANT".

RECITALS

WHEREAS, CITY and CONSULTANT are the parties to that certain Professional Services Agreement dated March 25, 2020, hereinafter referred to as the "Agreement", wherein CONSULTANT agreed to provide certain services to the CITY set forth therein;

WHEREAS, the parties desire to amend the Agreement to provide additional compensation.

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. Section 7, Compensation, shall be amended to provide that an additional \$37,697 per week, for an additional two-weeks, as is incorporated in Exhibit A. All work performed in accordance with this Amendment 1 shall not exceed \$75,394, for a total contract price not to exceed \$539,958.
2. Except as expressly set forth in the Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures this day of _____, 2020.

O'SIDE KITCHEN COLLABORATIVE

CITY OF OCEANSIDE

By: _____

By: _____

Deanna Lorson,
City Manager

By: _____

APPROVED AS TO FORM:

Employer ID No.

City Attorney

NOTARY ACKNOWLEDGEMENTS OF CONSULTANT MUST BE ATTACHED.

**OKC Services for COVID-19 Emergency Response Food Program
Amendment 1 - Weeks 13 - 14**

Personnel Costs			
Operating 7 days/week, Monday - Sunday	Hourly	Weekly	2 Weeks
Project Manager, 40 hours/week (\$30/hour)	\$37.71	\$1,508.40	\$3,016.80
Project Manager, 40 hours/week (\$30/hour)	\$37.71	\$1,508.40	\$3,016.80
Human Resource Director, 40 hours/week (\$30/hour)	\$37.71	\$1,508.40	\$3,016.80
Accounting, 40 hours/week (\$30/hour)	\$37.71	\$1,508.40	\$3,016.80
Admin, 40 hours/week (\$15/hour)	\$21.74	\$869.60	\$1,739.20
Admin, 40 hours/week (\$15/hour)	\$21.74	\$869.60	\$1,739.20
Shift 1			
Kitchen Lead, 40 hours per week (\$15/hour)	\$21.74	\$1,195.70	\$2,391.40
Prep Cook, 40 hours/week (\$15/hour)	\$21.74	\$1,195.70	\$2,391.40
Prep Cook, 40 hours/week (\$15/hour)	\$21.74	\$1,195.70	\$2,391.40
Utility, 40 hours/week (\$15/hour)	\$21.74	\$1,195.70	\$2,391.40
Utility, 40 hours/week (\$15/hour)	\$21.74	\$1,195.70	\$2,391.40
Dishwasher, 40 hours/week (\$15/hour)	\$21.74	\$1,195.70	\$2,391.40
Personnel Totals		\$14,947.00	\$29,894.00

Value Added Food Products			
Costs dependant on volume, figures below based on 3,500 units/week	Per Unit	Weekly	2 Weeks
Permits and Certifications***			
Additional Ingredients, Meals (\$6/meal)	\$6.00	\$21,000.00	\$42,000.00
Packaging (\$0.50)	\$0.50	\$1,750.00	\$3,500.00
Value Added Food Products		\$22,750.00	\$45,500.00

Total Estimated Project Cost		Weekly	2 Weeks
		\$37,697.00	\$75,394.00

**CITY OF OCEANSIDE
AMENDMENT 2 TO
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: COVID-19 EMERGENCY RESPONSE FOOD PROGRAM
(1700174101.5395)**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered this _____ day of _____ 2020, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and, O'SIDE KITCHEN COLLABORATIVE, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, CITY and CONSULTANT are the parties to that certain Professional Services Agreement dated March 25, 2020, hereinafter referred to as the "Agreement", wherein CONSULTANT agreed to provide certain services to the City as set forth therein;

WHEREAS, the Professional Services Agreement was Amended by Amendment 1, dated June 12, 2020, which revised the Scope of Work to include two additional weeks of service at an additional cost; and

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to; Section 1, Scope of Work, Section 7, Compensation; and Section 8, Timing Requirements.

AMENDMENT

NOW, THEREFORE, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. Section 1, Scope of Work, shall be amended to reflect and include four additional weeks of meal service as outlined in the scope of work, included and incorporated herein as Exhibit A.

2. Section 7, Compensation, shall be amended to provide that an additional \$76,980, as is incorporated in Exhibit A. All work performed in accordance with this Amendment 2 shall not exceed \$76,980, for a total contract price not to exceed \$616,938.

3. Section 8, Timing Requirements, shall be amended to reflect the completion of all work by July 24, 2020.



AMENDMENT

**COVID-19 EMERGENCY RESPONSE FOOD PROGRAM
(1700174101.5395)**

4. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment, and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

O'SIDE KITCHEN COLLABORATIVE

CITY OF OCEANSIDE

By: _____

By: _____

Deanna Lorson,
City Manager

APPROVED AS TO FORM:

Employer ID No.

City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

**OKC Services for COVID-19 Emergency Response Food Program
Amendment 2 - Week 15**

Personnel Costs		
Operating 5 days/week, Monday - Friday	Hourly	Weekly
Project Manager, 40 hours/week (\$30/hour)	\$37.71	\$1,508.40
Project Manager, 40 hours/week (\$30/hour)	\$37.71	\$1,508.40
Human Resource Director, 40 hours/week (\$30/hour)	\$37.71	\$1,508.40
Accounting, 10 hours/week (\$30/hour)	\$37.71	\$377.10
Admin, 40 hours/week (\$15/hour)	\$21.74	\$869.60
Admin, 40 hours/week (\$15/hour)	\$21.74	\$869.60
Shift 1		
Kitchen Lead, 40 hours per week (\$15/hour)	\$21.74	\$1,195.70
Prep Cook, 40 hours/week (\$15/hour)	\$21.74	\$1,195.70
Prep Cook, 40 hours/week (\$15/hour)	\$21.74	\$1,195.70
Utility, 40 hours/week (\$15/hour)	\$21.74	\$1,195.70
Utility, 40 hours/week (\$15/hour)	\$21.74	\$1,195.70
Dishwasher, 40 hours/week (\$15/hour)	\$21.74	\$1,195.70
Personnel Totals		\$13,815.70

Week 15		
Costs dependant on volume, figures below based on 2,000 units/week	Per Unit	Weekly
Additional Ingredients, Meals (\$6/meal)	\$6.00	\$12,000.00
Packaging (\$0.50)	\$0.50	\$1,000.00
Value Added Food Products		\$13,000.00

Total Estimated Project Cost	Total Week 15 \$26,815.70
-------------------------------------	--

**OKC Services for COVID-19 Emergency Response Food Program
Amendment 2 - Week 16**

Personnel Costs		
Operating 5 days/week, Monday - Friday	Hourly	Weekly
Project Manager, 40 hours/week (\$30/hour)	\$37.71	\$1,508.40
Project Manager, 40 hours/week (\$30/hour)	\$37.71	\$1,508.40
Human Resource Director, 40 hours/week (\$30/hour)	\$37.71	\$1,508.40
Accounting, 10 hours/week (\$30/hour)	\$37.71	\$377.10
Admin, 40 hours/week (\$15/hour)	\$21.74	\$869.60
Admin, 40 hours/week (\$15/hour)	\$21.74	\$869.60
Shift 1		
Kitchen Lead, 40 hours per week (\$15/hour)	\$21.74	\$1,195.70
Prep Cook, 40 hours/week (\$15/hour)	\$21.74	\$1,195.70
Prep Cook, 40 hours/week (\$15/hour)	\$21.74	\$1,195.70
Utility, 40 hours/week (\$15/hour)	\$21.74	\$1,195.70
Utility, 40 hours/week (\$15/hour)	\$21.74	\$1,195.70
Dishwasher, 40 hours/week (\$15/hour)	\$21.74	\$1,195.70
Personnel Totals		\$13,815.70

Week 16		
Costs dependant on volume, figures below based on 1,500 units/week	Per Unit	Weekly
Additional Ingredients, Meals (\$6/meal)	\$6.00	\$9,000.00
Packaging (\$0.50)	\$0.50	\$750.00
Value Added Food Products		\$9,750.00

Total Estimated Project Cost	Total Week 16 \$23,565.70
-------------------------------------	--

**OKC Services for COVID-19 Emergency Response Food Program
Amendment 2 - Week 17**

Personnel Costs		
Operating 5 days/week, Monday - Friday	Hourly	Weekly
Project Manager, 20 hours/week (\$30/hour)	\$37.71	\$754.20
Project Manager, 20 hours/week (\$30/hour)	\$37.71	\$754.20
Human Resource Director, 20 hours/week (\$30/hour)	\$37.71	\$754.20
Accounting, 5 hours/week (\$30/hour)	\$37.71	\$188.55
Admin, 20 hours/week (\$15/hour)	\$21.74	\$434.80
Shift 1		
Kitchen Lead, 30 hours per week (\$15/hour)	\$21.74	\$652.20
Prep Cook, 30 hours/week (\$15/hour)	\$21.74	\$652.20
Prep Cook, 30 hours/week (\$15/hour)	\$21.74	\$652.20
Utility, 30 hours/week (\$15/hour)	\$21.74	\$652.20
Utility, 30 hours/week (\$15/hour)	\$21.74	\$652.20
Dishwasher, 30 hours/week (\$15/hour)	\$21.74	\$652.20
Personnel Totals		\$6,799.15

Week 17		
Costs dependant on volume, figures below based on 1,000 units/week	Per Unit	Weekly
Additional Ingredients, Meals (\$6/meal)	\$6.00	\$6,000.00
Packaging (\$0.50)	\$0.50	\$500.00
Value Added Food Products		\$6,500.00

Total Estimated Project Cost	Total Week 17
	\$13,299.15

**OKC Services for COVID-19 Emergency Response Food Program
Amendment 2 - Week 18**

Personnel Costs		
Operating 5 days/week, Monday - Friday	Hourly	Weekly
Project Manager, 20 hours/week (\$30/hour)	\$37.71	\$754.20
Project Manager, 20 hours/week (\$30/hour)	\$37.71	\$754.20
Human Resource Director, 20 hours/week (\$30/hour)	\$37.71	\$754.20
Accounting, 5 hours/week (\$30/hour)	\$37.71	\$188.55
Admin, 20 hours/week (\$15/hour)	\$21.74	\$434.80
Shift 1		
Kitchen Lead, 30 hours per week (\$15/hour)	\$21.74	\$652.20
Prep Cook, 30 hours/week (\$15/hour)	\$21.74	\$652.20
Prep Cook, 30 hours/week (\$15/hour)	\$21.74	\$652.20
Utility, 30 hours/week (\$15/hour)	\$21.74	\$652.20
Utility, 30 hours/week (\$15/hour)	\$21.74	\$652.20
Dishwasher, 30 hours/week (\$15/hour)	\$21.74	\$652.20
Personnel Totals		\$6,799.15

Week 18		
Costs dependant on volume, figures below based on 1,000 units/week	Per Unit	Weekly
Additional Ingredients, Meals (\$6/meal)	\$6.00	\$6,000.00
Packaging (\$0.50)	\$0.50	\$500.00
Value Added Food Products		\$6,500.00

Total Estimated Project Cost	Total Week 18 \$13,299.15
-------------------------------------	--

PUBLIC COMMENTS:

All timely received public comments (*written and/or telephonic comments*) for this item can be accessed by clicking the following link:

<https://app.box.com/s/dkqf81zz4ubkixsazbdhxs06bm76gv55>