

RESOLUTION NO. 23-72

Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Enter Into A Second Amendment To The Professional Services Contract With Kidango, Inc. To Extend The Daily Meal Service For Three Months

WHEREAS, the City of Emeryville provides childcare services at the Emeryville Child Development Center ("Center"), located at 1220 53rd Street, Emeryville, California; and

WHEREAS, the City desires to provide a meal program for the children enrolled at the Center; and

WHEREAS, the Center is required to provide meals to all participants as part of the program and as a requirement for receiving funding from the State of California; and

WHEREAS, the City and Contractor entered into a Professional Services Contract dated June 29, 2022 ("Contract") with Kidango, Inc. to provide daily meal service at the Center; and

WHEREAS, On November 1, 2022, the City of Emeryville entered a First Amendment of the Professional Services Agreement with Kidango, Inc. for reduced meal service to lunch only, including milk service, for a cost of \$5.22 per day; and

WHEREAS, City staff put out an RFP for Vended Meal Program for ECDC that resulted in one bid that was rejected on May 25, 2023. Staff will be reopening the RFP on June 12, 2023, and it will close on June 26, 2023. Staff are confident that a new vendor can be secured after extensive outreach to other preschool meal providers through the new RFP; and

WHEREAS, Following further discussions with City staff, Kidango, Inc. agreed to extend their contract, on a month-to-month basis, until August 31, 2023, from a cost of \$5.22 per day to an increased cost of \$5.90 per day.

RESOLVED, that the City Council of the City of Emeryville hereby authorizes the City Manager to enter into a Second Amendment to the Professional Services Contract with Kidango, Inc. to extend Meal Service through August 31, 2023.

Resolution No. 23-72
Second Amendment Professional Services Contract, Kidango, Inc.
City Council Meeting | June 20, 2023
Page 2 of 2

ADOPTED, by the City Council of the City of Emeryville at a regular meeting held Tuesday, June 20, 2023, by the following vote:

AYES:	<u>5</u>	Mayor Bauters, Vice Mayor Welch and Council Members Kaur, Mourra and Priforce
NOES:	<u>0</u>	
ABSTAIN:	<u>0</u>	
ABSENT:	<u>0</u>	

DocuSigned by:
John Bauters
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MAYOR

ATTEST:

DocuSigned by:
April Richardson
9AF9F67CE8284D8...
CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Christie Crowl
5F6E58613741458...
SPECIAL COUNSEL



City of Emeryville

C A L I F O R N I A

PROFESSIONAL SERVICES CONTRACT

SECOND AMENDMENT

THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT

("Amendment") is effective as of _____ (the "Effective Date"), by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **KIDANGO, INC.** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH THAT

WHEREAS, the City and Contractor entered into a Professional Services Contract dated June 29, 2022 ("Contract") for the purpose of retaining the services of Contractor to provide daily meal service to children at the Emeryville Childhood Development Center ("**Center**"); and

WHEREAS, the City and Contractor entered into a first amendment on November 1, 2022, for reduced meal service to lunch only, including milk service, for a cost of \$5.22 per day; and

WHEREAS, the City and Contractor entered into second amendment of the Contract on July 1, 2023, for the purpose of extending the first amended contract until August 31, 2023.

WHEREAS, due to the lack of bids from an initial RFP, the City will need to find a new vendor through a new RFP process.

WHEREAS, the City and Contractor desire to amend the Contract; and

WHEREAS, the public interest will be served by this Amendment.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. AMENDMENT

The Parties agree to amend the Contract as checked below:

1.1 Exhibit A

- ☐ Exhibit A of the Contract is hereby amended in its entirety and replaced with **Exhibit A-Revision Number**;

FOR CITY USE ONLY			
Contract No.		CIP No.	
Resolution No.		Project No.	

City of Emeryville | Professional Services Contract Amendment
REV 06/2020

OR

- ☒ Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-2**, attached hereto and incorporated herein by this reference.

1.2 Termination Date

- ☒ The Parties desire to extend the termination date. Section 1.3 of the Contract is hereby amended to extend the termination date to **AUGUST 31, 2023**.

1.3 Total Compensation Amount

- ☐ The Parties desire to increase the Total Compensation Amount as set forth in Section 3.2 of the Contract by **FIVE THOUSAND DOLLARS AND NO CENTS (\$5,000.00)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00)**.

2. CONTINUING EFFECT OF CONTRACT

Except as amended by this Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment.

3. ADEQUATE CONSIDERATION

The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

4. SEVERABILITY

If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5. WAIVER

The City's failure to enforce any provision of this Amendment or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

SIGNATURES ON FOLLOWING PAGE

6. SIGNATURE PAGE TO PROFESSESIONAL SERVICES CONTRACT
SECOND AMENDMENT

IN WITNESS WHEREOF the City and the Contractor have executed this Contract,
which shall become effective as of the date first written above.

Approved As To Form:

DocuSigned by:
John Kennedy

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City Attorney

Dated: CITY OF EMERYVILLE

City Manager

Dated: KIDANGO
DocuSigned by:
Noah Delos Santos (Signature)

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Noah Delossantos

Attach: W-9 Form	Attach: Business License Certificate	Attach: Insurance Certificate and Endorsements

EXHIBIT A-2: REVISED SERVICES 2023-2024

Background:

one bid that was rejected on May 25, 2023. Staff will be reopening the RFP on June 12, 2023, and it will close on June 26, 2023 after extensive outreach to other preschool meal providers.

Following further discussions with City staff, Kidango, Inc. agreed to extend their contract until August 31, 2023, from a cost of \$5.22 per day to an increased cost of \$5.90 per day.

Contractor Responsibilities:

Key Personnel:

Noah Delossantos, Director of Nutrition

Meal Service:

1. Contractor will provide daily meal service to children at the Emeryville Childhood Development Center ("**Center**"), Monday through Friday, excluding City holidays. Daily meal service will consist of lunch. Menus will be designed for preschool children aged 1 year to 5 years old. Each meal will include fresh fruit and/or fresh vegetables. Each meal will include low fat or nonfat white milk.
2. Contractor will provide meals for children with special dietary needs as requested by City. All such meals shall otherwise meet the meal pattern and nutritional requirements for non-special dietary needs meals.
3. Contractor will provide sack lunches for field trips as requested by City. All meals for field trips shall meet the meal pattern and nutritional requirements for meals served at the Center.
4. Contractor will deliver meals to the Center at times specified by City. Contractor will be responsible for proper storage and care of meals until delivery to the Center. Contractor shall ensure that all health and sanitation requirements of the California Retail Food Code (Health and Safety Code section 113700 et. seq.) are met at all times.

Food Standards:

Contractor will provide food which emphasizes fresh and all-natural ingredients, and will not provide overly processed, fried, or microwaved product meals.

Ingredients will be organic and locally produced whenever possible. All milk must be free of BST growth hormone. Meats shall be free of nitrates and nitrites. Contractor will not provide food: high in fructose corn syrup, or added sugar; with artificial trans fats; or with artificial colors, flavors or sweeteners.

Menus:

No later than one week prior to the end of each month, Contractor will provide to City a proposed menu for the following month for all meals describing meals to be served for the that month. The menu will be subject to approval by City.

Records:

Meals will comply with all nutritional requirements of the state Child and Adult Care Food Program (“CACFP”). Contractor will maintain all necessary records on the nutritional components and quantities of the meals served at Center and make said records available for inspection by State and Federal authorities upon request. Contractor will maintain said records for a period of three (3) years.

Upon execution of this Agreement, Contractor will provide City with a copy of current health certifications for the food service facility in which it prepares meals for use in the CACFP.

City Responsibilities:

Food Storage Facilities:

City will provide refrigerated food storage equipment. Contractor will provide hot food storage equipment. City will provide maintenance of the premises, equipment and facilities where meals will be served.

Ordering and Service of Meals:

City will conduct weekly ordering of the number of meals needed for each day of the following week.

City will provide for service of meals to children.

Meal Pricing:

Pricing for meals and services provided in this Agreement shall be as follows:

Meal Type	Pricing (per day / per child)
Lunch	\$5.90

The yearly contract amount is based on:

90 days of operation x \$5.90 per day x 56 participants = \$29,736.