

### THIRD AMENDMENT TO MEAL DELIVERY SERVICE AGREEMENT

THIS THIRD AMENDMENT TO MEAL DELIVERY SERVICE AGREEMENT (this "Third Amendment"), is between Russell Paul James dba R&R Delivery Service ("Contractor") and the City of Corpus Christi, a political subdivision of the State of Texas, as lessee ("City"), effective as of date of last signature.

#### RECITALS:

WHEREAS, Contractor and City entered into that certain Meal Delivery Service Agreement dated as of August 25, 2014, as extended by that one certain Amendment dated May 8, 2015, as amended by that certain Amendment No. 1 dated December 27, 2016, as amended by that certain Amendment No. 2 dated August 30, 2017(as amended, the "Agreement");

WHEREAS, the City is in the process of issuing a bid invitation for meal delivery services;

WHEREAS, Contractor and City now desire to further amend the Agreement as herein set forth;

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to Section 1. Effective as of the date hereof, Section 1, is hereby amended to read as follows:

"1. **Services.** Contractor will provide Meal Delivery Services in accordance with Bid Invitation No. Bi-0142-14 (which includes Specification 1022 dated 03/31/11), for the per meal unit cost of \$1.54.

Contractor will provide meal delivery services to designated feeding sites for the City's Summer Youth Feeding Program for the period of June 11, 2018 through August 3, 2018 in accordance with the Scope of Work attached as **Exhibit A** for the per day flat rate of \$274.00."

2 Amendment to Section 17. Effective as of the date hereof, Section 17 is hereby amended to read as follows:

"17. **Month-to-Month Extension.** If the City has not completed the procurement process and awarded a new Agreement upon expiration of the original contract or any extension period, the Contractor shall continue to provide

goods/services under this Agreement, at the most current unit price under the terms of this Agreement, on a month-to-month basis, not to continue beyond September 30, 2018. This Agreement automatically expires on the effective date of a new contract."

3. Continued Effectiveness. Except as expressly modified by the terms and provisions hereof, each of the terms and provisions of the Agreement are hereby ratified and confirmed, and shall remain in full force and effect.

4. Disclosure of Interests. Contractor agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form as part of this contract. The signatory executing this contract on behalf of Contractor verifies that the Contractor does not boycott Israel and will not boycott Israel during the term of this contract. Contractor agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this contract. For more information, please review the information on the Texas Ethics Commission website at <https://www.ethics.state.tx.us>. Contractor agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>.

5. No Oral Agreements. This Third Amendment and the Agreement embody the final, entire agreement among the parties hereto. There are no oral agreements among the parties hereto.

EXECUTED by and between:

CITY OF CORPUS CHRISTI

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR:

JAMES RUSSELL d/b/a R & R DELIVERY

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

Russell Paul James dba R&R Delivery Service ("Contractor") and the City of Corpus Christi, a political subdivision of the State of Texas, as lessee ("City"), effective as of date of last signature.

### **SCOPE OF WORK:**

#### **SUMMER FEEDING PROGRAM**

This quote is for the dates of June 11, 2018 - August 3, 2018, and Contractor will deliver every Monday through Friday. The only exception will be July 4, 2018.

This price includes all expenses, which are the following: rental of two vans, insurance, two drivers, fuel, and some supplies. Contractor will provide a hotshot service, picking up prepackaged items at the Nutrition Education Service Center (NESC), 4101 Old Brownsville Road, and delivering prepackaged items to selected sites (provided by City staff), afterwards dropping off all supplies to the NESC and providing any completed required reports.

Price will be \$274.00 per day- flat rate.