

MEMORANDUM OF UNDERSTANDING –
COUNTY OF VENTURA AND SLATE BISTRO
AMENDMENT 7

This Memorandum of Understanding (MOU) is made and entered into by and between the County of Ventura, through its Area Agency on Agency (VCAAA), and Starfish & Coffee LP DBA Slate Bistro & Craft Bar (RESTAURANT) for the provision, and delivery of meals, as described below, under the Project Room Key meal program.

1. The effective date of this MOU AMENDMENT is July 1, 2023.
2. The source of funding for this MOU is the Federal CARES Act, and, or FEMA.
3. Slate Bistro hereby agrees to deliver meals, prepared at their kitchen, to clients residing in motel or other accommodations, per the client lists and locations, provided by VCAAA.
4. Slate Bistro agrees to deliver seven (7) restaurant meals per week to each client. Meal delivery will be three times a week, with each delivery providing either two, or three meals per client for a total of no more than seven restaurant meals per client per week.
5. Delivery of meals is expected to continue through December 31, 2023 but may be continued beyond that date, or terminated prior to that date, per #15 below.
6. By signing this MOU, Slate Bistro confirms that all persons delivering the meals have undergone a background check within the past 12 months, or will be subject to a background check, before delivering any meals.
7. VCAAA agrees to pay Slate Bistro \$11.00 for each meal delivered to each client as described in section 3 above.
8. The price in #7 above, includes a salad delivered twice a week, to each client per the VCAAA client list.
9. The provision of salads by Slate Bistro commenced on September 25, 2020.
10. In addition to the daily restaurant meal, Slate Bistro will deliver one shelf-stable food box to each client per the VCAAA client list, once a week. VCAAA will prepare the shelf-stable meal box, which will be available for pick-up by Slate Bistro from VCAAA, at a mutually agreed day and time each week.
11. VCAAA will pay Slate Bistro three dollars (\$3.00) per shelf-stable food box delivered to each client per the VCAAA client list.
12. Slate Bistro will bill VCAAA weekly.

13. VCAAA agrees to pay Slate Bistro within 15 days of receipt of the invoice for the meals delivered, after this MOU has been fully executed.
14. RESTAURANT agrees to provide insurance coverage as follows, during the term of this MOU:
 - a. Commercial General Liability “occurrence” coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
 - b. Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles, and including Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles. RESTAURANT must have on file evidence of auto insurance in the minimum amount of \$100,000 CSL bodily injury & property damage for all employees and volunteers associated with the MOU.
 - c. Workers’ Compensation coverage, in full compliance with California statutory requirements, for all employees of RESTAURANT and Employer’s Liability coverage in the minimum amount of \$1,000,000.
 - d. RESTAURANT agrees to provide VCAAA with the following insurance documents:
 - i. Certificates of Insurance for all required coverage. The County of Ventura shall be named the certificate holder and the address must be listed on the certificate.
 - ii. Additional Insured endorsements.
 - iii. Waiver of Subrogation endorsement (aka Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others).
15. This MOU will be reviewed at the end of each month and may be modified or extended only by the mutual consent of both parties.
16. COMPLIANCE WITH LAWS: Each party to this MOU shall comply with all applicable laws.
17. FEDERAL TERMS: This MOU may be terminated at any time for cause. Upon 15 days’ notice, VCAAA may terminate of this MOU for convenience. All paid products shall be delivered, services shall cease, and any remaining balance refunded within 7 days of termination. Deviations from the MOU or cancellation of any item(s) by Slate Bistro may result in the pursuit of available remedies, including, but not limited

to, suspension and/or debarment of SLATE BISTRO. A sworn statement shall be provided by SLATE BISTRO in lower tier covered transactions and for any single order in excess of \$100,000. If this MOU involves an application or bid by SLATE BISTRO for an award of \$100,000 or more, SLATE BISTRO will file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. section 1352. SLATE BISTRO agrees to comply with all applicable standards, orders or regulations issued pursuant to the 42 U.S.C. sections 7401-7671q and 33 U.S.C. section 33 U.S.C. §1251.

18. The maximum/not to exceed amount of this agreement will increase from \$1,995,622.00 by \$335,000.00 to \$2,330,622.00.
19. All notices regarding this MOU shall be in writing and delivered to each party as follows:

TO VCAAA:

VENTURA COUNTY AREA AGENCY ON AGING

ATTN: FISCAL
855 PARTRIDGE DR
VENTURA, CA 93003

TO SLATE BISTRO:

VINCENT PILLARD
SLATE BISTRO
4850 VERDUGO WAY, STE. B
CAMARILLO, CA 93012

IN WITNESS THEREOF, the VCAAA and SLATE BISTRO, have executed this MOU effective as of the date set forth in section 1 above.

COUNTY OF VENTURA

By:

AUTHORIZED BUYER

Date

SLATE BISTRO

By:

NAME, TITLE

Date

