

**MODIFICATION NUMBER ONE OF
AGREEMENT FOR SERVICES BETWEEN
COUNTY OF SONOMA AND
LEMUS FAMILY ENTERPRISE INC. DBA TAQUERIA SOL AZTECA**

On January 21, 2025 the County of Sonoma, a political subdivision of the State of California, (hereinafter “County”) and Lemus Family Enterprise Inc. dba Taqueria Sol Azteca (hereinafter “Contractor”) entered into a services agreement, (hereinafter “Agreement”).

Pursuant to Section 13.7 (Merger) of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Section 2.2 (Maximum Payment Obligation) is hereby revised to read as follows:

- 2.2. Maximum Payment Obligation

- In no event shall County be obligated to pay Contractor more than the total sum of \$533,523, including \$157,803 for FY 24-25 and \$375,720 for FY 25-26, under the terms and conditions of this Agreement.

2. Article 3 (Term of Agreement) is hereby revised to read as follows:

3. Term of Agreement

- The term of this Agreement shall be from February 1, 2025 to October 31 2025, unless terminated earlier in accordance with the provisions of Article 4 (Termination).

3. Section 9.5.1. (Right to Audit, Inspect, and Copy Records) is hereby revised to read as follows:

- 9.5.1. Right to Audit, Inspect, and Copy Records

- Contractor agrees to permit County and any authorized state or federal agency to audit, inspect, and copy all records, notes, and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, monitoring the accessibility and appropriateness of services, and ensuring fiscal accountability. DHCS, the California Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States, are authorized agencies with the right to inspect and copy Contractor’s records. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above-noted documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit County or governmental or accrediting agencies to access patient medical records.

- Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to the Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative of County, state, or federal agency, Contractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records.

Contractor agrees to comply with all requests for information from the County necessary to fulfill the County's reporting obligations. This includes providing any reports prepared by the Contractor or its subcontractors, consultants, and agents, as well as any data or documentation required by the County. All information must be provided in a timely and accurate manner to ensure compliance with applicable reporting requirements.

4. Exhibit A (Scope of Work) is hereby deleted and replaced in its entirety with the attached Exhibit A (Scope of Work).
5. Exhibit B (Payment Terms and Conditions) is hereby deleted and replaced in its entirety with the attached Exhibit B (Payment Terms and Conditions).
6. If there are any terms and conditions in conflict between the original agreement and this amendment, the language in this amendment shall apply.

Except as expressly modified herein, all terms and conditions of Agreement shall remain in full force and effect.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties have caused this modification to be duly executed by their authorized representatives this _____ day of _____, 2025.

CONTRACTOR:

Frank Lemus Owner
Lemus Family Enterprise Inc. dba Taqueria Sol Azteca

Dated

COUNTY OF SONOMA:

Approved; Certificate of Insurance on File with County:

Nolan Sullivan, Director
Department of Health Services

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Form:

Sonoma County Counsel

Dated

Approved as to Substance:

Privacy & Security Officer or Designee

Dated

Exhibit A. Scope of Work

440 Arrowood Drive, Santa Rosa, CA 95407: Contractor shall provide 3 daily meals per client for County's new 440 Arrowood location, if needed and as directed by County and the to-be-determined 440 Arrowood Site Manager. The total number of meals per day shall vary based on fluctuating occupancy, and a final weekly total shall be communicated by the Site Manager (or the corresponding DHS Contract Manager) to Contractor on a weekly basis.

This Agreement is a supplemental service agreement, which is to be utilized until such time as a formal solicitation can be determined and a Site Manager at 440 Arrowood can be contracted. County estimates that the determination of the formal solicitation and contracting of a Site Manager will take 6 months from the start date of this Agreement's term.

Exhibit B. Budget

Supplemental meal costs shall be calculated at a flat fee per meal, for up to three meals per day to a fluctuating number of clients at 440 Arrowood, up to two cold meals and one hot meal per day per person. Flat rates per meal are \$12.00 per cold meal per person per day and \$13.50 per hot meal per person per day. Delivery fees may also be included but not to exceed \$60 daily, \$420 weekly, and \$1,860 monthly during this interim agreement.

FY 24-25 Budget Not to Exceed: \$157,803

FY 25-26 Budget Not to Exceed: \$375,720