

CITY OF POMONA

AGREEMENT FOR LOWER TIER SUBRECIPIENT SERVICES

**Lower Tier Subrecipient for County of Los Angeles
Workforce Development, Aging and Community Services
Subaward Number ENP202109**

1. PARTIES AND DATE.

This Agreement is made and entered into this **June 22, 2023** by and between the City of Pomona, a California charter city and municipal corporation, organized under the laws of the State of California, with its principal place of business at 505 South Garey Avenue, Pomona, California 91766 ("City") and **Trio Community Meals, LLC**, a **limited liability company**, with its principal place of business at **101 N. Tryon Street, Suite 525, Charlotte, NC 28202** ("Lower Tier Subrecipient"). City and Lower Tier Subrecipient are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.**2.1 Lower Tier Subrecipient.**

Lower Tier Subrecipient desires to perform and assume responsibility for the provision of certain professional catering and delivery services required by the City on the terms and conditions set forth in this Agreement. Lower Tier Subrecipient represents that it is experienced in providing professional catering and delivery services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Lower Tier Subrecipient to render such professional catering and delivery services for the **Lower Tier Subaward for County of Los Angeles Workforce Development, Aging and Community Services (WDACS) Subaward Number 202109 including First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, and Eleventh Amendment ("Project")** as set forth in this Agreement.

3. TERMS.**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Lower Tier Subrecipient promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional catering and delivery services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

Additionally, Lower Tier Subrecipient shall comply with all County requirements applicable to the Services as set forth in Exhibit "A-1".

3.1.2 Term. The term of this Agreement shall be from **July 1, 2023 to June 30, 2026** unless earlier terminated as provided herein. Lower Tier Subrecipient shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Lower Tier Subrecipient.

3.2.1 Independent Contractor: Control and Payment of Subordinates. The Services shall be performed by Lower Tier Subrecipient or under its supervision. Lower Tier Subrecipient will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Lower Tier Subrecipient on an independent contractor basis and not as an employee. Lower Tier Subrecipient retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Lower Tier Subrecipient shall also not be employees of City and shall at all times be under Lower Tier Subrecipient's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Lower Tier Subrecipient or any of Lower Tier Subrecipient's officers, employees, or agents, except as set forth in this Agreement. Lower Tier Subrecipient shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Lower Tier Subrecipient shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Lower Tier Subrecipient shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Scope of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Lower Tier Subrecipient represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Lower Tier Subrecipient's conformance with the Schedule, City shall respond to Lower Tier Subrecipient's submittals in a timely manner. Upon request of City, Lower Tier Subrecipient shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Lower Tier Subrecipient shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Lower Tier Subrecipient has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Lower Tier Subrecipient may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Lower Tier Subrecipient cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Lower Tier Subrecipient at the request of the City. The key personnel for performance of this Agreement are as follows: Isabelle Oller, Business

Development Director.

3.2.5 City's Representative. The City hereby designates Mike Osoff, Community Services Manager, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Lower Tier Subrecipient but not the authority to enlarge the Scope of Services or change the total compensation due to Lower Tier Subrecipient under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Lower Tier Subrecipient's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Lower Tier Subrecipient shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Lower Tier Subrecipient's Representative. Lower Tier Subrecipient hereby designates Isabelle Oller, Business Development Director, or his/her designee, to act as its representative for the performance of this Agreement ("Lower Tier Subrecipient's Representative"). Lower Tier Subrecipient's Representative shall have full authority to represent and act on behalf of the Lower Tier Subrecipient for all purposes under this Agreement. The Lower Tier Subrecipient's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Lower Tier Subrecipient agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Lower Tier Subrecipient shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Lower Tier Subrecipient represents and maintains that it is skilled in the professional calling necessary to perform the Services. Lower Tier Subrecipient warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Lower Tier Subrecipient represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Lower Tier Subrecipient shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Lower Tier Subrecipient's failure to comply with the standard of care provided for herein. Any employee of the Lower Tier Subrecipient or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Lower Tier Subrecipient and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Lower Tier Subrecipient shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above

("Performance Time"). Lower Tier Subrecipient shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Lower Tier Subrecipient ("Performance Milestones").

3.2.10 Laws and Regulations: Employee/Labor Certification. Lower Tier Subrecipient shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Lower Tier Subrecipient shall be liable for all violations of such laws and regulations in connection with Services. If Lower Tier Subrecipient performs any work knowing it to be contrary to such laws, rules and regulations, Lower Tier Subrecipient shall be solely responsible for all costs arising therefrom. Lower Tier Subrecipient shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility: Lower Tier Subrecipient. By executing this Agreement, Lower Tier Subrecipient verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Lower Tier Subrecipient. Lower Tier Subrecipient also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Lower Tier Subrecipient shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Lower Tier Subrecipient shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Lower Tier Subrecipient's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility: Subcontractors, Consultants, Sub-subcontractors. To the same extent and under the same conditions as Lower Tier Subrecipient, Lower Tier Subrecipient shall require all of its subcontractors, consultants, sub-subcontractors and sub-subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility: Failure to Comply. Each person executing this Agreement on behalf of Lower Tier Subrecipient verifies that they are a duly authorized officer of Lower Tier Subrecipient, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Lower Tier Subrecipient or subcontractors, consultants, sub-subcontractors and sub-subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided

to the Lower Tier Subrecipient under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Equal Opportunity Employment. Lower Tier Subrecipient represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Lower Tier Subrecipient shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.5 Air Quality. To the extent applicable, Lower Tier Subrecipient must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Lower Tier Subrecipient shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Lower Tier Subrecipient shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Lower Tier Subrecipient, its sub-consultants, or others for whom Lower Tier Subrecipient is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.6 Safety. Lower Tier Subrecipient shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Lower Tier Subrecipient shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Lower Tier Subrecipient shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section and the County requirements applicable to the Services as set forth in Exhibit "A-1" Sections 8.24 and 8.25. To the extent there is conflict between section 3.2.11 and Exhibit "A-1" the Lower Tier Subrecipient shall comply with the more restrictive requirements. In addition, Lower Tier Subrecipient shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Lower Tier Subrecipient, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Lower Tier Subrecipient agrees to amend, supplement or endorse the policies to do so.

(A) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$4,000,000 in the general aggregate, Products/Completed Operations Aggregate with limits of not less than \$2,000,000 and Personal and advertising Injury with limits of not less than \$1,000,000. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Lower Tier Subrecipient's use of autos pursuant to this Subaward, including owned, leased, hired, and/or non-owned autos, as each may be applicable with limits of not less than \$1,000,000 combined limit for each occurrence for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Lower Tier Subrecipient's use of autos pursuant to this Subaward, including owned, leased, hired, and/or non-owned autos, as each may be applicable. **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(C) **Workers Compensation and Employers' Liability.** Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident. If Lower Tier Subrecipient will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization ("PEO"), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer. The written notice shall be provided to City and County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Lower Tier Subrecipient's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

(D) **Sexual Misconduct Liability.** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million dollars (\$2,000,000) per claim and two million dollars (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to

proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

(E) **Cyber Liability Insurance.** Lower Tier Subrecipient shall secure and maintain cyber liability insurance coverage with limits of one point five million dollars (\$1,500,000) per occurrence and in the aggregate during the term of Subaward, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of City or County Information no matter how it occurs); system breach; denial or loss of Service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of Subaward. Lower Tier Subrecipient shall add City and County as an additional insured to its cyber liability insurance policy and provide to County certificates of insurance evidencing the foregoing upon County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon Lower Tier Subrecipient's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

3.2.11.3 **Insurance Endorsements.** Required insurance policies shall contain the following provisions, or Lower Tier Subrecipient shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) **Commercial General Liability:** (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Lower Tier Subrecipient; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Lower Tier Subrecipient shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) **Automobile Liability.** (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for nonpayment of premium.

(C) *Reserved*

(D) **Workers' Compensation:** (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Lower Tier Subrecipient or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Lower Tier Subrecipient hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.7 Evidence of Insurance. The Lower Tier Subrecipient, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Lower Tier Subrecipient shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.9 Enforcement of Agreement Provisions (non estoppel). Lower Tier Subrecipient acknowledges and agrees that actual or alleged failure on the part of the City to inform Lower Tier Subrecipient of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Lower Tier Subrecipient, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Lower Tier Subrecipient pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Lower Tier Subrecipient or City will withhold amounts sufficient to pay premium from Lower Tier Subrecipient payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Lower Tier Subrecipient to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Lower Tier Subrecipient from liability in excess of such coverage, nor shall it limit the Lower Tier Subrecipient's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Lower Tier Subrecipient shall report to the City, in addition to Lower Tier Subrecipient's insurer, any and all insurance claims submitted by Lower Tier Subrecipient in connection with the Services under this Agreement.

3.2.11.12 Insurance for Subconsultants. Lower Tier Subrecipient shall include all subconsultants engaged in any work for Lower Tier Subrecipient relating to this Agreement as additional insureds under the Lower Tier Subrecipient's policies, or the Lower Tier Subrecipient shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Lower Tier Subrecipient's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Lower Tier Subrecipient shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Lower Tier Subrecipient shall provide satisfactory evidence of compliance with this section upon request of the City.

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Lower Tier Subrecipient hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Lower Tier Subrecipient shall keep itself and all subcontractors', consultants', sub-subcontractors' and sub-subconsultants', staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Lower Tier Subrecipient must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Standard of Care. Lower Tier Subrecipient warrants that all employees and subcontractors, consultants, sub-subcontractors and sub-subconsultants shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Section 3.2.12.2 of this Agreement. Lower Tier Subrecipient further warrants that it, its employees and Lower Tier Subrecipients have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

3.2.12.4 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Section 3.2.14.2 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Lower Tier Subrecipient agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Lower Tier Subrecipient's failure to comply with any applicable water quality law, regulation, or policy. Lower Tier Subrecipient hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Lower Tier Subrecipient for delay in completing the Services caused by Lower Tier Subrecipient's failure to comply with the laws, regulations and policies described in Section 3.2.12.2 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Lower Tier Subrecipient shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Hundred Seventy Four Thousand Dollars (\$374,000.00)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Lower Tier Subrecipient shall submit to City a weekly invoice which Invoices shall identify all deliverables and any and all charges incurred; as such charges are set forth in the rate schedule identified in Exhibit "C" as per unit cost. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Lower Tier Subrecipient's fees, the City shall give written notice to Lower Tier Subrecipient within ten (10) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Lower Tier Subrecipient shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Lower Tier Subrecipient perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Lower Tier Subrecipient shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted as further described herein.

3.3.5.1 Future Pricing. Pricing adjustments shall be made on an annual basis and shall be agreed upon by the Parties at a rate no less than the greater of: three percent (3%) or the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away From Home. Lower Tier Subrecipient shall provide City notification of the proposed adjustment a minimum of ninety (90) days prior written notice prior to the anniversary of the Commencement Date. On the anniversary date, Lower Tier Subrecipient proposed adjustments shall go into effect, unless the Parties have entered into a written agreement with an alternative cost adjustment.

3.3.5.2 Change in Conditions. The financial terms set forth in this Agreement, and all other obligations assumed by Lower Tier Subrecipient hereunder, are based on conditions in existence on the date Lower Tier Subrecipient commences operations including, without limitation, population; labor costs; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, City acknowledges that in connection with the negotiation and execution of this Agreement, Lower Tier Subrecipient has relied upon City's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if City requests any significant

change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Lower Tier Subrecipient shall be renegotiated to reflect a proportionate increase in Lower Tier Subrecipient's charges to the City. Lower Tier Subrecipient will provide a thirty (30) day notice of such proposed increased charges with accompanying supporting documentation justifying the proposed increase. If Lower Tier Subrecipient sustains increases in its operational costs (e.g. product or labor costs), Lower Tier Subrecipient, with written notification to City accompanied by supporting documentation justifying a proposed increase, may increase its prices for items to recover such increased costs.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Lower Tier Subrecipient is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Lower Tier Subrecipient agrees to fully comply with such Prevailing Wage Laws. City shall provide Lower Tier Subrecipient with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Lower Tier Subrecipient shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Lower Tier Subrecipient's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Lower Tier Subrecipient shall therefore comply with such Labor Code sections to the fullest extent required by law. Lower Tier Subrecipient shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Lower Tier Subrecipient and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Lower Tier Subrecipient shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Lower Tier Subrecipient's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the Department of Industrial Relations against Lower Tier Subrecipient or any subconsultant that affect Lower Tier Subrecipient's performance of services, including any delay, shall be Lower Tier Subrecipient's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Lower Tier Subrecipient caused delay and shall not be compensable by the City. Lower Tier Subrecipient shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Lower Tier Subrecipient or any subconsultant.

3.4.3 Labor Certification. By its signature hereunder, Lower Tier Subrecipient

certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Lower Tier Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Lower Tier Subrecipient shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Lower Tier Subrecipient shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. Either Party may terminate this Agreement with or without cause by providing written notice to the other Party not less than sixty (60) days prior to the effective date of termination. Upon termination, Lower Tier Subrecipient shall be compensated only for those services which have been adequately rendered to City, and Lower Tier Subrecipient shall be entitled to no further compensation.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Lower Tier Subrecipient to provide all finished or unfinished Documents and Data and other information of any kind prepared by Lower Tier Subrecipient in connection with the performance of Services under this Agreement. Lower Tier Subrecipient shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Lower Tier Subrecipient: TRIO Community Meals, LLC
101 North Tryon Street, Suite 525
Charlotte, NC 28202

Attn: Isabelle Oller, Business Development
Director

Courtesy Copy: Isabelle.oller@triocommunitymeals.com

City: City of Pomona

PO Box 660
 Pomona, CA 91769
 Attn: Community Services

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Lower Tier Subrecipient under this Agreement ("Documents & Data"). Except for the non-exclusive and perpetual license to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in the Documents & Data, nothing in this Agreement is intended to grant any ownership rights to City under any patent, copyright, trademark, trade name, trade secret or other proprietary right of Lower Tier Subrecipient (whether now owned or hereafter developed or acquired), all of which are reserved to Lower Tier Subrecipient. All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Lower Tier Subrecipient on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Lower Tier Subrecipient shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Lower Tier Subrecipient is entitled under the termination provisions of this Agreement, Lower Tier Subrecipient shall provide all Documents & Data to City upon payment of the undisputed amount. Lower Tier Subrecipient shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Lower Tier Subrecipient shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Lower Tier Subrecipient shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 Subconsultants. Lower Tier Subrecipient shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Lower Tier Subrecipient represents and warrants that Lower Tier Subrecipient has the legal right to license any and all Documents & Data. Lower Tier Subrecipient makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Lower Tier Subrecipient or its subconsultants, or those provided to Lower Tier Subrecipient by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Lower Tier Subrecipient shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Lower Tier Subrecipient's seal from the Documents & Data and indemnify and hold harmless Lower Tier Subrecipient and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Lower Tier Subrecipient shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Lower Tier Subrecipient shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Lower Tier Subrecipient, a party for whom the Lower Tier Subrecipient is legally responsible or liable, or anyone approved by the Lower Tier Subrecipient.

3.6.3.4 Indemnification. Lower Tier Subrecipient shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Lower Tier Subrecipient in connection with the performance of this Agreement shall be held confidential by Lower Tier Subrecipient. Such materials shall not, without the prior written consent of City, be used by Lower Tier Subrecipient for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Lower Tier Subrecipient which is otherwise known to Lower Tier Subrecipient or is generally known, or has become known, to the related industry shall be deemed confidential. Lower Tier Subrecipient shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Lower Tier Subrecipient's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Lower Tier Subrecipient of its intention to release Proprietary Information. Lower Tier Subrecipient shall have five (5) working days after receipt of the Release Notice to give City written notice of Lower Tier Subrecipient's objection to the City's release of Proprietary Information. Lower Tier Subrecipient shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Lower Tier Subrecipient fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal

action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.5 [Reserved]

3.6.6 Indemnification.

3.6.6.1 To the fullest extent permitted by law, Lower Tier Subrecipient shall defend (with counsel of City's choosing), indemnify and hold the County of Los Angeles, the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Lower Tier Subrecipient, its officials, officers, employees, subconsultants or agents in connection with the performance of the Lower Tier Subrecipient's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Lower Tier Subrecipient's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Lower Tier Subrecipient, the City, its officials, officers, employees, agents, or volunteers.

3.6.6.2 If Lower Tier Subrecipient's obligation to defend, indemnify, and/or hold harmless arises out of Lower Tier Subrecipient's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Lower Tier Subrecipient's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Lower Tier Subrecipient, and, upon Lower Tier Subrecipient obtaining a final adjudication by a court of competent jurisdiction, Lower Tier Subrecipient's liability for such claim, including the cost to defend, shall not exceed the Lower Tier Subrecipient's proportionate percentage of fault.

3.6.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.8 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Lower Tier Subrecipient must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Lower Tier Subrecipient. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Lower Tier Subrecipient shall be barred from bringing and maintaining a valid

lawsuit against the City.

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.12 Assignment or Transfer. Lower Tier Subrecipient shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Lower Tier Subrecipient include all personnel, employees, agents, and subconsultants of Lower Tier Subrecipient, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.6.18 Prohibited Interests. Lower Tier Subrecipient maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Lower Tier Subrecipient, to solicit or secure this Agreement. Further, Lower Tier Subrecipient warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Lower Tier Subrecipient, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to

rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Lower Tier Subrecipient has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

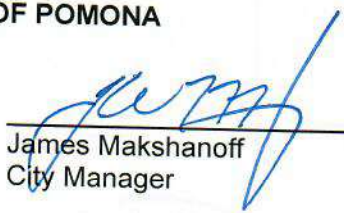
3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO
PROFESSIONAL SERVICES AGREEMENT BY AND
BETWEEN THE CITY OF POMONA AND TRIO
COMMUNITY MEALS, LLC

CITY OF POMONA

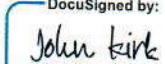
By: _____


James Makshanoff
City Manager

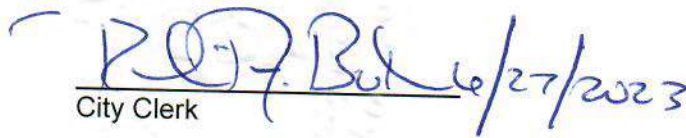
By: _____

TRIO COMMUNITY MEALS, LLC

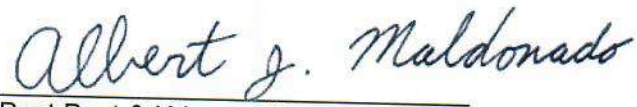
DocuSigned by:


John Kirk
President

Attest:


City Clerk

Approved as to Form:


Best Best & Krieger LLP
City Attorney

SIGNATURE PAGE TO

PROFESSIONAL SERVICES AGREEMENT BY AND
BETWEEN THE CITY OF POMONA AND TRIO
COMMUNITY MEALS, LLC

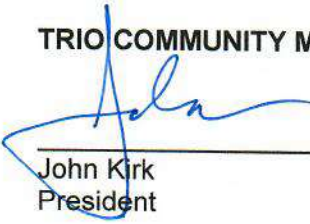
CITY OF POMONA

TRIO COMMUNITY MEALS, LLC

By:

James Makshanoff
City Manager

By:



John Kirk
President

Attest:

City Clerk

Approved as to Form:

Best Best & Krieger LLP
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Subcontractor will provide nutritious home delivered meals according to set menus and guidelines for City's target population. Target population will include but not be limited to Older Adults sixty (60) years of age and older and Dependent Adults eighteen to fifty-nine (18-59) years of age.

- Approximately 2,000 – 2,200 meals shall be provided to home delivered recipients on a weekly basis.
- Bulk meals for delivery to either or both of two (2) Congregate Sites within the City of Pomona's Service Area may be requested as needed with fourteen (14) days notice.
- Undelivered meals for home delivered recipients become the responsibility of City and shall be procured as otherwise directed.
- Meals are to provide one-third (1/3) of the Recommended Dietary Allowances and are safe and of good quality.
- For the duration of service, Subcontractor will promote and maintain high food safety and sanitation standards.

EXHIBIT "B"

SCHEDULE OF SERVICES

Subcontractor shall provide home-delivered meals on the Thursday and Friday of each week, unless otherwise requested by City at least fourteen (14) days prior to the next scheduled delivery.

EXHIBIT "C"
COMPENSATION

Type of Meal	Cost Per Meal
Hot bulk meals w/o disposables	\$4.25
Hot bulk meals w/ disposables	\$4.72
Boxed meals w/ utensils	\$4.50
Frozen home delivered meal	\$5.30
Cold home deliver meals	\$5.30

(BB&K 2017)

Exhibit "C"

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