

**AGREEMENT FOR LOWER TIER SUBRECIPIENT SERVICES  
BETWEEN  
CITY OF POMONA AND  
EVERYTABLE FRANCHISOR, PBC**

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

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 1st day of October 2026, 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 Everytable Franchisor, PBC, a Delaware Corporation with its principal place of business at 18901 Railroad St., Industry, CA 91748 ("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 Elderly Nutrition Program catered meal 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 Elderly Nutrition Program catered meal services to public clients, is licensed in the State of California, and is familiar with the requirements of the City and the Elderly Nutrition Program.

**2.2 Project.**

City desires to engage Lower Tier Subrecipient to render such Elderly Nutrition Program catered meal services for the Elderly Nutrition Program, administered with LA County Aging & Disabilities Dept. ("Project") as set forth in this Agreement.

**2.3 County Subaward.**

2.3.1 General Subaward. The City is a subrecipient/contractor under that certain Subaward between the County of Los Angeles Aging and Disabilities Department and the City for the Elderly Nutrition Program, Subaward No. ENP252607 Sum Year 2 (SSY2) as may be amended from time to time ("County Subaward"). This Agreement is intended to serve as a lower-tier subaward/subcontract under the County Subaward and is subject to all applicable provisions of the County Subaward, including applicable federal, state, County, and program requirements.

2.3.2 Subcontracting; Further Lower-Tier Arrangements. Lower Tier Subrecipient shall not subcontract, assign, delegate, or otherwise transfer any material portion of the Services without the City's prior written approval and, where required by the County Subaward or applicable County guidance, the County's prior written approval. Lower Tier Subrecipient shall remain fully responsible for all acts, omissions, services, deliverables, records, costs, and

compliance obligations of its Lower Tier Subrecipient Parties. No subcontract, supplier arrangement, or other agreement entered into by Lower Tier Subrecipient shall create a further lower-tier subaward or lower-tier subrecipient relationship unless expressly approved in writing by the City and, where required, the County.

### **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 Elderly Nutrition Program catered meal 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."

3.1.2 Term. The term of this Agreement shall be from October 1, 2026, to June 30, 2027, unless earlier terminated as provided herein. City may, in its sole discretion and subject to available funding, County approval where required, and any required City approvals, extend this Agreement for up to two (2) additional one-year terms, through June 30, 2029. 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 Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Lower Tier Subrecipient represents that it has the qualified 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 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.

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 Work 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 Robert Camarena, Director of Business Development, 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 other program representatives or 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 qualified providers of elderly meal catering, food preparation, and food delivery services in the State of California. Lower Tier Subrecipient represents and maintains that it is skilled in the business and services necessary to perform the Services. Lower Tier Subrecipient warrants that all of its employees, subcontractors,

sub-subcontractors, suppliers, agents, and other persons or entities performing Services on behalf of Lower Tier Subrecipient (collectively, "Lower Tier Subrecipient Parties") shall have sufficient skill and experience to perform the Services assigned to them. Finally, Lower Tier Subrecipient represents that its Lower Tier Subrecipient Parties 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 Lower Tier Subrecipient Party that is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Services by the Lower Tier Subrecipient and shall not be re-employed to perform any of the Services or to work on the Services.

### 3.2.9 [Reserved.]

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 County 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 County 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 County 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; Lower Tier Subrecipient Parties. To the same extent and under the same conditions as Lower Tier Subrecipient, Lower Tier Subrecipient shall require all Lower Tier Subrecipient Parties 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 such person is 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 any of its Lower Tier Subrecipient Parties 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 Services 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 Lower Tier Subrecipient Parties 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 Lower Tier Subrecipient Parties, 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 perform the Services so as to avoid injury or damage to any person or property. In carrying out its Services, Lower Tier Subrecipient shall at all times be in compliance with all applicable federal, state, County, and local laws, rules and regulations, and shall exercise all necessary precautions 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 procedures, training, equipment, and safeguards to prevent accidents, injuries, foodborne illness, contamination, and property damage; (B) instructions in accident prevention for all Lower Tier Subrecipient Parties, including procedures relating to food handling, meal preparation, packaging, transportation, delivery, loading and unloading, vehicle safety, temperature control, sanitation, spill prevention, and use of equipment or protective apparel as necessary or legally required; 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. In addition, Lower Tier Subrecipient shall not allow any Lower Tier Subrecipient Parties to commence work on any subcontract until it has provided evidence satisfactory to the City that each Lower Tier Subrecipient Parties 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 \$2,000,000 in the general aggregate. 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 with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) 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.

### 3.2.11.3 Reserved.

3.2.11.4 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 (1) include "ongoing operations" and "completed operations"; (2) not exclude "contractual liability"; (3) not 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 non-payment of premium.

(C) 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.

(D) Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with vulnerable populations such as minors or the elderly, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Lower Tier Subrecipient shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

3.2.11.5 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.

3.2.11.6 Waiver of Subrogation. All required insurance coverages 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 Lower Tier Subrecipient Parties.

3.2.11.7 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.

3.2.11.8 Evidence of Insurance. 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.

3.2.11.9 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:VIII 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 County law.

3.2.11.10 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.

3.2.11.11 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.

3.2.11.12 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.

**3.2.11.13 Insurance for Lower Tier Subrecipient Parties.** Lower Tier Subrecipient shall include all Lower Tier Subrecipient Parties 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 Lower Tier Subrecipient Parties 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 Lower Tier Subrecipient Parties' policies. All policies of Commercial General Liability insurance provided by Lower Tier Subrecipient's Lower Tier Subrecipient Parties 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 Lower Tier Subrecipient Parties to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of Lower Tier Subrecipient Parties' 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, staff, and employees fully informed of and in compliance with all local, state and County 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 Clean Water 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 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 subcontractors 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 3.2.12.2 of this Agreement is a violation of County and state law. Notwithstanding any other indemnity contained in this Agreement, Lower Tier Subrecipient agrees to defend (with counsel of City's choosing), indemnify and hold harmless the City, its officials, officers, agents, employees and 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 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 for the term of this Agreement and the two (2) one-year (1) extension options shall not exceed Four Hundred Twenty Three Thousand Seven Hundred Fifty Five Dollars (\$423,755) 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 monthly invoices in a form acceptable to the City and sufficient to satisfy all applicable County reimbursement and reporting requirements. Each invoice shall identify, at minimum, the dates of service, meal site, meal type, number of meals ordered, number of meals delivered, applicable unit rate, credits, rejected meals, shortages, substitutions, and any other documentation required by the City or County, including delivery slips, meal count reports, temperature logs, certifications, and supporting records. City shall pay undisputed and approved amounts within thirty (30) days after receipt of a complete and accurate invoice. City may reject, dispute, delay payment, or withhold payment for any incomplete, inaccurate, unsupported, late, or noncompliant invoice, including any invoice that may jeopardize reimbursement under the County Subaward.

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 each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Accounting Records.**

3.4.1 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.

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

3.5.1.1 Grounds for Termination. City may, by written notice to Lower Tier Subrecipient, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Lower Tier Subrecipient of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such 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. Lower Tier Subrecipient may not terminate this Agreement except for cause.

3.5.1.2 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.

3.5.1.3 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.

3.5.2 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: | Everytable Franchisor, PBC<br>18901 Railroad Street |
|--------------------------|-----------------------------------------------------|

Industry, CA 91748  
ATTN: Robert Camarena, Director of Business  
Development

City: City of Pomona  
PO Box 660  
Pomona, CA 91766  
ATTN: Mike Osoff, Community Services  
Department

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.

**3.5.3 Ownership of Materials and Confidentiality.**

**3.5.3.1 Records, Documents, and Data.** Lower Tier Subrecipient shall prepare, maintain, and provide to City all records, reports, menus, meal counts, invoices, delivery slips, temperature logs, certifications, financial records, audit records, and other documents or data required under this Agreement, the County Subaward, or applicable federal, state, County, or local requirements (collectively, "Documents and Data"). City shall have the right to access, use, copy, retain, and disclose the Documents and Data to the County, State, federal government, auditors, and other governmental authorities for purposes of administering, monitoring, auditing, reporting on, enforcing, or seeking reimbursement under this Agreement or the County Subaward.

Lower Tier Subrecipient shall provide City with copies of all Documents and Data upon request and, upon completion, suspension, abandonment, or termination of this Agreement, shall provide City with all Documents and Data in the form and manner reasonably required by City. Lower Tier Subrecipient shall not withhold any Documents and Data due to any payment dispute, provided City has paid any undisputed amounts then due.

Lower Tier Subrecipient shall retain all Documents and Data for at least three (3) years after final payment under this Agreement, or for any longer period required by the County Subaward, applicable law, audit, claim, litigation, or other pending proceeding. Before destroying any Documents and Data following the applicable retention period, Lower Tier Subrecipient shall provide City with reasonable written notice and an opportunity to obtain copies. Nothing in this Section transfers ownership of Lower Tier Subrecipient's pre-existing proprietary materials, recipes, trade secrets, trademarks, or commercially available materials, except to the extent necessary for City to use required submissions for the purposes stated herein.

Lower Tier Subrecipient shall obtain from all Lower Tier Subrecipient Parties any rights necessary to ensure that City may access, use, copy, retain, disclose, audit, and inspect any Documents and Data prepared, maintained, or submitted in connection with this Agreement.

**3.5.3.2 Indemnification.** Lower Tier Subrecipient shall defend (with counsel of City's choosing), indemnify and hold harmless the City, its directors, officials, officers, employees, volunteers and agents from and against all claims, demands, actions, liabilities, losses, damages, costs, and expenses, including attorneys fees,, for any actual or alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other

proprietary right of any person or entity arising out of or resulting from the City's authorized use of any Documents & Data or other materials prepared, provided, specified, or authorized by Lower Tier Subrecipient in connection with this Agreement.

3.5.3.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Records, 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.

3.5.3.4 Confidential Information. 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 County 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 (with counsel of City's choosing), 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.

3.5.4 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.

3.5.5 [Reserved]

3.5.6 Indemnification.

3.5.6.1 To the fullest extent permitted by law, Lower Tier Subrecipient shall defend (with counsel of City's choosing), indemnify and hold 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 or its Lower Tier Subrecipient Parties 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.

3.5.6.2 [Intentionally Omitted]

3.5.7 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.

3.5.8 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.

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

3.5.10 City's Right to Employ Other Lower Tier Subrecipients. City reserves the right to employ other Lower Tier Subrecipients in connection with this Project.

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

3.5.12 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.

3.5.13 Construction; References; Captions. Parties have had the opportunity to review this Agreement with its respective counsel, and 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. Lower Tier Subrecipient shall be responsible for the acts, omissions, services, deliverables, records, costs, and compliance obligations of its Lower Tier Subrecipient Parties in connection with 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.

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

3.5.15 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.

3.5.16 No Third-Party Beneficiaries. Except for the County of Los Angeles to the extent required by the County Subaward Agreement, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 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.

3.5.18 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.

3.5.19 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.

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

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE TO  
AGREEMENT FOR LOWER TIER SUBRECIPIENT SERVICES  
BETWEEN  
CITY OF POMONA AND  
EVERYTABLE FRANCHISOR, PBC**

**CITY OF POMONA**

**EVERYTABLE FRANCHISOR, PBC**

By: \_\_\_\_\_  
Anita D. Scott  
City Manager

By: \_\_\_\_\_  
Robert Camarena  
Director of Business Development

*Attest:*

\_\_\_\_\_  
City Clerk

*Approved as to Form:*



\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Lower Tier Subrecipient will provide nutritious hot bulk 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 800 meals shall be provided between the two Congregate Meal Sites on a weekly basis.
  - Approximately 100 Frozen Bulk Meals may be provided between the two Congregate Meal Sites on a weekly basis, depending on County approval.
  - 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, Lower Tier Subrecipient will promote and maintain high food safety and sanitation standards.
- A. Estimated Quantities - Quantities presented herein are exclusively for estimation purposes. The City reserves the right to increase or decrease the quantities ordered at the prices bid, and to modify other agreement provisions the City may deem necessary to best meet its needs. The City does not guarantee a minimum purchase amount or quantity. The "Unit Cost" provided in the Bid Sheet (located in Exhibit "C") will be utilized for all purchases during the agreement period.
- B. Prices - Prices shall include all costs and expenses to provide meal service as requested by the City including, but not limited to, food, paper goods, labor, equipment, taxes and other related costs. No additional costs of any kind will be allowed unless specifically itemized herein.
- C. During the time of performance as set forth herein, Lower Tier Subrecipient shall furnish all food, labor and equipment necessary to prepare and deliver individual meals and/or bulk food for Older Adults sixty (60) years of age and older and Dependent Adults eighteen to fifty-nine (18-59) years of age, in compliance with the County of Los Angeles Area Agency on Aging Title III Certified Congregate Meal Menu, including the Dietary Reference Intakes (DRI) established by the Institute of Medicine of the National Academy of Science, and follow the most recent Dietary Guidelines for Americans published by the U.S. Department of Health and Human Services.
- D. To assure that meals are prepared in a safe, sanitary environment, and in compliance with all regulations, the Lower Tier Subrecipient shall comply with the following requirements:
- a. Lower Tier Subrecipient shall hire a qualified Food Service Manager who is certified as a Food Protection Manager by the Los Angeles County Department of Public Health and will fulfill the following:

- i. Successfully complete the basic Hazard Analysis Critical Control Point (HACCP) course within six (6) months of hire,
  - ii. Possess at least a AA degree in institutional food service management, or a closely related field,
  - iii. Have two (2) years of experience as a food service supervisor; or demonstrate experience in food service, such as, but not limited to, cooking at a restaurant, and
  - iv. Within (12) months of hire, successfully complete a minimum of twenty (20) hours specifically related to food service management or two (2) years of experience managing food services. Such experience shall be verified by the Lower Tier Subrecipient and approved by the Los Angeles County Area Agency on Aging Nutritionist prior to hire.
- E. Lower Tier Subrecipient is required to work with the Los Angeles County Area Agency on Aging Dietary Administration Support System Registered Dietitian (DASS) contractor assigned by Los Angeles County in order to ensure quality assurance, monitoring of caterer facility, and menu development.
- F. Food Temperature - Hot foods are to be delivered at a minimum temperature of one hundred forty (140) degrees Fahrenheit and cold foods at a maximum temperature of forty (40) degrees Fahrenheit. Frozen foods must be kept frozen. These temperatures must be maintained until delivery. Lower Tier Subrecipient shall provide all serving trays and utensils, warming, refrigerating and freezing equipment at Lower Tier Subrecipient's site(s), for the maintenance of proper temperatures as specified herein, and shall provide servicing of the equipment and/or replacement. Lower Tier Subrecipient must take temperature of bulk at the end of production/packaging and on delivery at the nutrition site. Hot and cold foods must be placed immediately into insulated hot and cold transport equipment upon completion of packaging. Daily written documentation of temperature logging/monitoring must be kept by Lower Tier Subrecipient and will be subject to audit by the Dietary Administrative Support Services (DASS) and Los Angeles County Nutritionist.
- G. Lower Tier Subrecipient shall provide a backup delivery system to be used in the event of vehicle breakdown.
- H. Authorized representatives of the City, County, Dietary Administrative, State, and Federal shall have the right to inspect food preparation, storage, and packaging sites during the term of the contract. The City and DASS Contractor shall evaluate Lower Tier Subrecipient's performance to determine compliance with the terms of the Agreement. All evaluations must be sent to the Area Agency on Aging Nutritionist.
- I. Lower Tier Subrecipient agrees to implement and/or maintain a Hazard Analysis and Critical Control Point (HACCP) system as required by Los Angeles County Community and Senior Services.

- J. All menus shall meet the Los Angeles County AAA Senior Component Meal Pattern requirements. All cycle menus shall be planned for six weeks and approved by the DASS Contractor and certified by the AAA Nutritionist. The menu should include holiday-themed meals, ethnic meals, box lunches, specials breakfast menus. Lower Tier Subrecipient has the responsibility for menu writing with input from the Project Advisory Council and the DASS dietitian.
- K. Lower Tier Subrecipient may use Standardized HACCP recipes or may modify their own recipes to meet HACCP requirements. Standardized HACCP recipes are included in the L.A. County Foodservice Standard Operating Procedures (SOP) Manual.
- L. It is the responsibility of Lower Tier Subrecipient to notify the City prior to 9:00 a.m. of a site closing due to hazardous weather. If food is lost due to closings, the financial burden lies with the Lower Tier Subrecipient, if the appropriate procedures for closings have been followed.
- M. After the close of each week, the Lower Tier Subrecipient will furnish the City with a report of meals delivered by the program, the previous week. The City shall review submitted Lower Tier Subrecipient reports/invoices to determine any shortages, rejection of food or appropriate substitutions. Lower Tier Subrecipient shall deduct item cost per meal on the invoice. Invoices will be paid monthly.
- N. Food shortages and/or spoiled foods which are reported to the caterer will not be subject to payment by the City.
- a. Meal Credits: When meals or portions of meals cannot be replaced using an alternative vendor, Lower Tier Subrecipient will issue a credit to City for the meal based on the following allocation:

| Food Grouping              | Percentage of Meal Cost |
|----------------------------|-------------------------|
| Meat or Meat Alternative   | 41%                     |
| Fruit and Salad            | 15%                     |
| Milk                       | 15%                     |
| Vegetable or Soup          | 15%                     |
| Dessert (other than fruit) | 10%                     |
| Bread or Bread Alternative | 4%                      |

- b. When a credit is applicable, provide a separate line item on the invoice to reflect any and all credits.
- O. Lower Tier Subrecipient shall maintain financial records and reports relating to funds received under this Agreement for three (3) years after final payment or audit. Lower Tier Subrecipient shall maintain books, records, documents, and other accounting procedures and practices, which reflect all costs of any nature, including cost of raw food, and labor cost expended in the performance of this Agreement. These records shall be subject to audit or inspection by duly authorized County, State or Federal personnel.

- P. The program operates Monday through Friday, excluding the following County of Los Angeles recognized holidays and days designated for observation of holidays. Holidays are subject to change.

|                                         |                                 |
|-----------------------------------------|---------------------------------|
| New Year's Day -----                    | January 1                       |
| Martin Luther King Jr.'s Birthday ----- | The third Monday in January     |
| Presidents' Day -----                   | The third Monday in February    |
| United Farm Worker's Day-----           | March 31                        |
| Memorial Day-----                       | The last Monday in May          |
| Juneteenth-----                         | June 19                         |
| Independence Day-----                   | July 4                          |
| Labor Day-----                          | The first Monday in September   |
| Veterans Day-----                       | November 11                     |
| Thanksgiving Day-----                   | The fourth Thursday in November |
| Friday after Thanksgiving-----          | The fourth Friday in November   |
| Christmas-----                          | December 25                     |

\*If January 1st, July 4th, November 11th, December 25th falls upon a Saturday, the preceding Friday is a holiday.

\*If January 1st, July 4th, November 11th or December 25th falls upon a Sunday, the following Monday is a holiday.

Q. Bulk Delivery:

All of the menus shall meet the requirements of the Los Angeles County Community and Senior Services Dietitian and must meet the Senior Meal Pattern requirements.

1. The meals shall be delivered for all sites Monday through Friday no earlier than 10:15 a.m. and no later than 11:30 a.m.
2. Based on average attendance, the estimated number of meals served are below.

| <u>Meal Location</u>                   | <u>Approx No. of Meals</u> |
|----------------------------------------|----------------------------|
| Washington Park<br>865 E. Grand Avenue | 65                         |
| Palomares Park<br>499 E. Arrow Hwy.    | 65                         |

3. The City reserves the right to add or delete meals sites or designate alternate meal locations by notifying the Lower Tier Subrecipient by 2:00 p.m. one (1) day prior to delivery. The City may change the days and time of delivery and service by giving the Lower Tier Subrecipient seven (7) days of notice. Lower Tier Subrecipient shall deliver the meals no more than twenty (20) minutes prior to or twenty (20) minutes after the agreed upon serving time. Lower Tier Subrecipient will include holidays and Lenten menu in the proposed menu.

4. Meals are to be delivered in bulk hot servings.
5. The Lower Tier Subrecipient shall supply the following items, using recyclable materials when possible, which includes but are not limited to:
  - 5-compartment disposable plates
  - Disposable soup bowls
  - Disposable flatware, straws and placemats
  - Napkins
  - Butter/margarine, dressing and other condiments

***Lower Tier Subrecipient is not allowed to use Styrofoam.***

6. Each delivery shall be accompanied by a delivery slip, in triplicate, designating site name, number of meals and supplies delivered. A designated person will sign receipt, if in order, and one copy shall be left with same. Instructions shall be attached to each food product delivered indicating name of meal location, number of servings, and size of serving. All delivery equipment (cambros, aluminum food pans) belonging to Lower Tier Subrecipient shall be removed from the meal location by next business day.
7. Lower Tier Subrecipient will work with the City to develop a Agreement/Memorandum of Understanding (MOU) to provide food and supplies to the Palomares and Washington elderly congregate meal sites in case of an emergency.

**R. Delivery Service Specifications**

1. Procurement and maintenance of all equipment for delivery of meals shall be responsibility of the caterer.
2. Meals must be delivered in refrigerated trucks and/or approved for bulk insulated containers for hot pack and cold pack. Delivery standards shall comply with applicable local health department regulations.
3. Food and supplies must be packed and handled in a sanitary manner so as to assure absence of contamination and spillage. The Lower Tier Subrecipient/Caterer will be held responsible for damage to site facilities caused by excessive spillage.
4. The program may require replacement of any cold food, which is received on site above forty-one (41) degrees Fahrenheit and any hot food that falls below one hundred forty-one (141) degrees Fahrenheit.

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

All meals shall be delivered to all designated meal sites Monday through Friday, no earlier than 10:15 a.m. and no later than 11:30 a.m., excluding County-recognized holidays, observed holidays, City-approved site closures, and any other non-service days identified in Exhibit "A" or approved by the City in writing.

## **EXHIBIT "C"**

### **COMPENSATION**

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth below may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Long Beach-Anaheim, CA.

#### **Bid Sheet:**

Prices shall include all costs and expenses to provide meal service as requested by the City including, but not limited to, food, paper goods, labor, equipment, taxes and other related costs. No additional costs of any kind will be allowed unless specifically itemized herein.

Price increases are not guaranteed to be approved. The City is not obligated to extend the Agreement and reserves the right, at the end of the initial term, to rebid for services dependent upon the fiscal impact of the requested price increase.

| Item | Description                              | Price/Meal<br>Year 1 | Price/Meal<br>Year 2 | Price/Meal<br>Year 3 |
|------|------------------------------------------|----------------------|----------------------|----------------------|
| 1    | Hot Bulk Meals without Utensils          | \$6.45               | \$6.55               | \$6.65               |
| 2    | Hot Bulk Meals with Utensils             | \$6.56               | \$6.65               | \$6.75               |
| 3    | Pre-Packaged Bulk Meals with<br>Utensils | \$6.56               | \$6.65               | \$6.75               |
| 4    | Frozen Bulk Meals                        | \$6.45               | \$6.55               | \$6.65               |

| Item | Description                | Max Capacity |
|------|----------------------------|--------------|
| 1    | Hot Bulk Meals             | 5,000        |
| 2    | Pre-Packaged Bulk<br>Meals | 5,000        |
| 3    | Frozen Bulk Meals          | 5,000        |