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CARES ACT GRANT AGREEMENT

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THIS CARES ACT GRANT AGREEMENT, ("Agreement") is made and entered into by and between the CITY OF LONG BEACH ("CITY"), a municipal corporation, with its principal place of business at 411 West Ocean Blvd., Long Beach, California 90802, and 5000 PIES, INC., a California corporation ("GRANTEE"), with its principal place of business at 2064 Santa Fe Avenue, Long Beach, California 90810.

WHEREAS, the City of Long Beach received a Coronavirus Relief Fund (CRF) award of \$40,280,000 from the U.S. Treasury, as appropriated in Section 5001 of the Coronavirus Relief Aid, Relief, and Economic Security Act ("CARES Act"), P.L. 116-136; and

WHEREAS, the purpose of the award to the CITY is to respond to the Coronavirus Disease 2019 (COVID-19) public health emergency; and

WHEREAS, payments from the CRF may only be used to cover costs that: (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and (3) were incurred during the period that begins on March 1, 2020, and ends on March 19, 2021; and

WHEREAS, the CITY is required by federal law to impose various terms and conditions, including expedited reporting requirements, on the GRANTEE; and

WHEREAS, the CITY has selected GRANTEE in accordance with CITY's administrative procedures using Request for Proposals Number RFP HE20-083 ("RFP"), incorporated by this reference as if fully set forth herein, and CITY has determined that GRANTEE and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, these terms and conditions, including exhibits, the terms of the RFP, if applicable, and the terms and conditions of the GRANTEE's application, and any

1 amendments thereto as may be approved by the CITY, are incorporated herein by
2 reference; and

3 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
4 conditions in this Agreement, the CITY and the GRANTEE agree as follows:

5 1. PROJECT. The CITY agrees to provide funding to the GRANTEE to
6 deliver prepared meals, grocery items, or both, to eligible residents, along with enrollment
7 and outreach services to support the program, ensuring that the residents of Long Beach
8 have access to the nutritious foods needed to maintain their health and wellbeing during
9 COVID-19 ("Project"). The Project description and scope of work is attached to this
10 Agreement as Exhibit "A" and incorporated herein by reference.

11 2. GRANT FUNDS. The GRANTEE hereby acknowledges and agrees
12 that the CITY's total contribution for the GRANTEE's approved project shall not exceed
13 Two Hundred One Thousand Five Hundred Sixteen Dollars (\$201,516). It is expressly
14 understood and agreed that in no event will the CITY's total contribution exceed this
15 amount.

16 3. METHOD OF PAYMENT. City shall pay GRANTEE in due course of
17 payments following receipt from GRANTEE and approval by City of invoices showing the
18 services or task performed for the implementation of a cost reimbursement budget. Services
19 will be reimbursed to GRANTEE for project-related expenses. GRANTEE shall certify on the
20 invoices that GRANTEE has performed the services in full conformance with this
21 Agreement and is entitled to receive payment. Each invoice shall be submitted on agency
22 letterhead, and shall be accompanied by supporting documentation of services rendered and
23 a progress report indicating the progress to date of services performed and covered by the
24 invoice, including a brief statement of any project problems and potential causes of delay
25 in performance, and listing those services that are projected for performance by GRANTEE
26 during the next invoice cycle.

27 4. PERFORMANCE PERIOD; FUND APPLICATION. Funding has been
28 authorized for eligible expenditures related to the Project incurred between March 1, 2020

1 and March 19, 2021. The performance period for this grant is March 1, 2020 to March 19,
2 2021. All expenditures must be incurred, and all services must be provided within the
3 performance period. CITY will not be obligated to reimburse expenses incurred after the
4 performance period, and GRANTEE will be obligated to repay CITY for any funds received
5 but not expended within the performance period. Funding shall be expended for authorized
6 eligible expenditures in accordance with the Project budget, delineated in the Project
7 submittal attached hereto and incorporated by reference as Exhibit "B". When required to
8 do so in writing, the GRANTEE shall repay the CITY for any amounts disbursed that the
9 CITY determines were not used for authorized purposes, or were used in violation of
10 Federal, State, or City statutes, regulations or guidelines. The CITY may also withhold such
11 amounts from any allowable reimbursement request of the GRANTEE.

12 5. COORDINATION AND ORGANIZATION.

13 A. GRANTEE shall coordinate its performance with CITY's
14 representative, if any, named in Exhibit "C", attached to this Agreement and
15 incorporated by this reference. GRANTEE shall advise and inform CITY's
16 representative of the work in progress on the Project in sufficient detail so as to
17 assist CITY's representative in making presentations and in holding meetings on the
18 Project.

19 B. The parties acknowledge that a substantial inducement to CITY
20 for entering this Agreement was and is the reputation and skill of GRANTEE's key
21 employee, named in Exhibit "D" attached to this Agreement and incorporated by this
22 reference. CITY shall have the right to approve any person proposed by GRANTEE
23 to replace that key employee.

24 6. COMPLIANCE. This Agreement is funded by a Coronavirus Relief
25 Funds (CRF) Federal Subaward obtained by the CITY. GRANTEE shall comply with any
26 and all applicable State, City and Federal statutes, regulations, codes, directives and
27 guidelines related to the performance of this Agreement, including any statutory law related
28 to contracting with the State of California.

1 7. AUDIT AND RECORD REQUIREMENTS. The GRANTEE shall follow
2 all generally accepted accounting procedures and practices and shall maintain books,
3 records, documents, and other evidence which sufficiently and properly account for the
4 expenditure of funds. The books, records and documents shall be subject at all reasonable
5 times to inspection, reviews, or audits by the CITY in order that the Project, management,
6 and fiscal policies of the GRANTEE may be evaluated to assure the proper and effective
7 expenditure of public funds. Additionally:

8 A. Cooperation with Monitoring, Audits, and Records
9 Requirements. All records and expenditures are subject to, and GRANTEE agrees
10 to comply with, monitoring and/or audits conducted by the United States Department
11 of Treasury's Inspector General, the Office of the Auditor of the State of California,
12 and the City Department of Finance. The GRANTEE shall maintain under Generally
13 Accepted Accounting Principles (GAAP) or Government Accounting Standards
14 Board (GASB) principles, adequate records that ensure proper accounting for all
15 costs and performances related to this Agreement.

16 B. Single Audit Requirements. Any Grantee expending \$750,000
17 or more in federal funds in a fiscal year may be subject to Single Audit Requirements
18 in 2 CFR, Part 200, Subpart F – Audit Requirements, at [https://www.ecfr.gov/cgi-](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
19 [bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

20 C. Requirement to Address Audit Findings. If any audit,
21 monitoring, investigations, review of awards, or other compliance review reveals any
22 discrepancies, inadequacies, or deficiencies which are necessary to correct in order
23 to maintain compliance with this Agreement, applicable laws, regulations, or the
24 GRANTEE's obligations hereunder, the GRANTEE agrees to propose and submit
25 to CITY a corrective action plan to correct such discrepancies or inadequacies within
26 twenty-five (25) calendar days after the GRANTEE's receipt of the findings.

27 D. The GRANTEE shall maintain appropriate audit trails to provide
28 accountability for all expenditures of grant funds, reporting measures, and funds

1 received from CITY under this Agreement. Audit trails maintained by the GRANTEE
2 will, at a minimum, identify the supporting deficiencies. If no corrective action is
3 taken, the CITY may take such action authorized by this Agreement and/or by law,
4 including termination.

5 8. TERMINATION. The CITY may, in its sole discretion, terminate this
6 Agreement for convenience or otherwise, without recourse, liability or penalty against
7 CITY, upon written notice to GRANTEE. Additionally:

8 A. In the event GRANTEE fails to perform or comply with an
9 obligation or a term, condition or provision of this Agreement, the CITY may notify
10 the GRANTEE in writing of the delay or nonperformance, and if not cured in five (5)
11 working days, the CITY may terminate this Agreement in its entirety, or any part
12 thereof, or the CITY may, upon written notice to GRANTEE, terminate this
13 Agreement for cause, without further notice or opportunity to cure. Such notification
14 will state the effective date of termination, and if no effective date is specified, the
15 effective date will be the date of the notification.

16 B. CITY and GRANTEE may mutually agree to terminate this
17 Agreement. CITY in its sole discretion will determine if, as part of the agreed
18 termination, GRANTEE is required to return any or all the disbursed grant funds.

19 C. Termination is not an exclusive remedy but will be in addition
20 to any other rights and remedies provided in equity, by law, or under this Agreement,
21 including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 –200.342.
22 Following termination by CITY, GRANTEE shall continue to be obligated to CITY for
23 the return of grant funds in accordance with applicable provisions of this Agreement.
24 In the event of termination under this Section, CITY's obligation to reimburse
25 GRANTEE is limited to allowable costs incurred and paid by the GRANTEE prior to
26 the effective date of termination, and any allowable costs determined by CITY in its
27 sole discretion to be reasonable and necessary to cost-effectively wind up the
28 Agreement. Termination of this Agreement for any reason or expiration of this

1 Agreement shall not release the parties from any liability or obligation set forth in
2 this Agreement that is expressly stated to survive any such termination or expiration.

3 D. Notwithstanding any expiration or termination of this
4 Agreement, the rights and obligations pertaining to the grant, cooperation and
5 provision of additional information, return of grant funds, audit rights, records
6 retention, public information, and any other provision implying survivability shall
7 remain in effect after the expiration or termination of this Agreement.

8 9. RECAPTURE OF FUNDS. The discretionary right of CITY to
9 terminate this Agreement for convenience notwithstanding, CITY shall have the right to
10 terminate the Agreement and to recapture, and be reimbursed for any payments made by
11 CITY: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are
12 otherwise inconsistent with this Agreement, including any unapproved expenditures. In
13 addition, if the State of California determines for any reason that CITY must repay
14 Coronavirus Relief Funds provided to GRANTEE, GRANTEE shall reimburse the CITY for
15 the repayment.

16 10. AUTHORITY TO WITHHOLD MONEY DUE OR PAYABLE. The CITY
17 may withhold such amounts due or to become payable under this Agreement to the
18 GRANTEE as may be necessary to protect the CITY against liability or to satisfy the
19 obligations of the GRANTEE to the CITY.

20 11. REPRESENTATIONS BY GRANTEE. By acceptance of this
21 Agreement, the GRANTEE makes all the statements, representations, warranties,
22 guarantees, certifications and affirmations included in this Agreement. If applicable, the
23 GRANTEE will comply with the requirements of 31 USC § 3729, which set forth that no
24 Grantee of federal payments shall submit a false claim for payment. If any of the
25 statements, representations, certifications, affirmations, warranties, or guarantees are
26 false or if the GRANTEE signs or executes the Agreement with a false statement or it is
27 subsequently determined that the GRANTEE has violated any of the statements,
28 representations, warranties, guarantees, certifications or affirmations included in this

1 Agreement, then CITY may consider this act a possible default under this Agreement and
2 may terminate or void this Agreement for cause and pursue other remedies available to
3 CITY under this Agreement and applicable law. False statements or claims made in
4 connection with CITY grants may result in fines, imprisonment, and debarment from
5 participating in City, state or federal grants or contracts, and/or other remedy available by
6 law, potentially including the provisions of 38 USC §§ 3801-3812, which details the
7 administrative remedies for false claims and statements made.

8 12. CONFLICT OF INTEREST SAFEGUARDS. The GRANTEE will
9 establish safeguards to prohibit its employees from using their positions for a purpose that
10 constitutes or presents the appearance of personal or organizational conflict of interest or
11 personal gain, whether for themselves or others, particularly those with whom they have
12 family, business, or other ties. The GRANTEE will operate with complete independence
13 and objectivity without actual, potential, or apparent conflict of interest with respect to its
14 performance under this Agreement.

15 13. FRAUD, WASTE, AND ABUSE. The GRANTEE understands that
16 CITY does not tolerate any type of fraud, waste, or misuse of funds. CITY's policy is to
17 promote consistent, legal, and ethical organizational behavior, by assigning responsibilities
18 and providing guidelines to enforce controls. Any violations of law or standards of ethical
19 conduct will be investigated, and appropriate actions will be taken. The GRANTEE
20 understands and agrees that misuse of award funds may result in a range of penalties,
21 including suspension of current and future funds, suspension or debarment from federal,
22 state, and City grants, recoupment of monies provided under an award, and civil and/or
23 criminal penalties.

24 14. CERTIFICATION REGARDING LOBBYING. By entering into this
25 Agreement, GRANTEE is certifying:

26 A. No Federal appropriated funds have been paid or will be paid,
27 by or on behalf of the GRANTEE, to any person for influencing or attempting to
28 influence an officer or employee of an agency, a Member of Congress, an officer or

1 employee of Congress, or an employee of a Member of Congress in connection with
2 the awarding of any Federal contract, the making of any Federal grant, the making
3 of any Federal loan, the entering into of any cooperative agreement, and the
4 extension, continuation, renewal, amendment, or modification of any Federal
5 contract, grant, loan, or cooperative agreement.

6 B. If any funds other than Federal appropriated funds have been
7 paid or will be paid to any person for influencing or attempting to influence any officer
8 or employee of any agency, a Member of Congress, an officer or employee of
9 Congress, or an employee of a Member of Congress in connection with this Federal
10 contract, grant, loan or cooperative agreement, the undersigned shall complete and
11 submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance
12 with its instructions.

13 C. The GRANTEE shall require that the language of this
14 certification be included in the award documents for all subawards at all tiers
15 (including subcontracts, subgrants, and contracts under grants, loans, and
16 cooperative agreements) and that all subrecipients shall certify and disclose
17 accordingly.

18 D. This certification is a material representation of fact upon which
19 reliance was placed when this transaction was made or entered into. Submission of
20 this certification is a prerequisite for making or entering into this transaction imposed
21 by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any
22 person who fails to file the required certification shall be subject to a civil penalty of
23 not less than \$10,000 and not more than \$100,000 for each such failure. The
24 GRANTEE certifies or affirms the truthfulness and accuracy of each statement of its
25 certification and disclosure, if any. In addition, GRANTEE understands and agrees
26 that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to this certification and
27 disclosure, if any.

28 15. SEVERABILITY. If any provisions of this Agreement are rendered or

1 declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be
2 modified or deleted in such manner so as to afford the party for whose benefit it was
3 intended the fullest benefit commensurate with making this Agreement, as modified,
4 enforceable, and the remainder of this Agreement and the application of such provision to
5 other persons or circumstances shall not be affected thereby, but shall be enforced to the
6 greatest extent permitted by applicable law.

7 16. AMBIGUITIES. To the extent the terms and conditions of this
8 Agreement do not address a particular circumstance or are otherwise unclear or
9 ambiguous, such terms and conditions are to be construed consistent with the general
10 objectives, expectations and purposes of this Agreement and in all cases, according to its
11 fair meaning. The parties acknowledge that each party and its counsel have reviewed this
12 Agreement and that any rule of construction to the effect that any ambiguities are to be
13 resolved against the drafting party shall not be employed in the interpretation of this
14 Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed
15 in such a manner as to accomplish the purpose of the Agreement.

16 17. CLEAN AIR ACT. The following is only applicable if the amount of the
17 contract exceeds \$150,000: (1) GRANTEE agrees to comply with all applicable standards,
18 orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401
19 et seq.; (2) GRANTEE agrees to report each violation to ATG and understands and agrees
20 that the ATG will, in turn, report each violation as required to assure notification to the
21 Federal Emergency Management Agency, and the appropriate Environmental Protection
22 Agency Regional Office; and (3) GRANTEE agrees to include these requirements in each
23 subcontract exceeding \$150,000 financed in whole or in part with federal assistance
24 provided by this Agreement.

25 18. CONTRACT PROVISIONS UNDER FEDERAL AWARDS. All
26 contracts made by a GRANTEE under a federal award must contain the provisions outlined
27 in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit
28 Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-

1 Federal Entity Contracts Under Federal Awards.

2 19. INSURANCE.

3 A. As a condition precedent to the effectiveness of this
4 Agreement, GRANTEE shall procure and maintain, at GRANTEE's expense for the
5 duration of this Agreement, from insurance companies that are admitted to write
6 insurance in California and have ratings of or equivalent to A:V by A.M. Best
7 Company or from authorized non-admitted insurance companies subject to Section
8 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
9 by A.M. Best Company, the following insurance:

10 (a) Commercial general liability insurance (equivalent in scope to
11 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
12 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
13 coverage shall include but not be limited to broad form contractual liability,
14 cross liability, independent contractors liability, and products and completed
15 operations liability. CITY, its boards and commissions, and their officials,
16 employees and agents shall be named as additional insureds by
17 endorsement (on CITY's endorsement form or on an endorsement
18 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and
19 this insurance shall contain no special limitations on the scope of protection
20 given to CITY, its boards and commissions, and their officials, employees
21 and agents. This policy shall be endorsed to state that the insurer waives
22 its right of subrogation against CITY, its boards and commissions, and their
23 officials, employees and agents.

24 (b) Workers' Compensation insurance as required by the California
25 Labor Code and employer's liability insurance in an amount not less than
26 \$1,000,000. This policy shall be endorsed to state that the insurer waives
27 its right of subrogation against CITY, its boards and commissions, and their
28 officials, employees and agents.

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(c) Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.

(d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.

B. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by CITY's Risk Manager or designee and shall protect CITY, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to CITY, shall be primary and not contributing to any other insurance or self-insurance maintained by CITY, and shall be endorsed to state that coverage maintained by CITY shall be excess to and shall not contribute to insurance or self-insurance maintained by GRANTEE. GRANTEE shall notify CITY in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.

D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless GRANTEE guarantees that GRANTEE will provide to CITY evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

E. GRANTEE shall require that all sub-grantees used by GRANTEE in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by CITY's Risk Manager or designee.

1 F. Prior to the start of performance, GRANTEE shall deliver to
2 CITY certificates of insurance and the endorsements for approval as to sufficiency
3 and form. In addition, GRANTEE shall, within thirty (30) days prior to expiration of
4 the insurance, furnish to CITY certificates of insurance and endorsements
5 evidencing renewal of the insurance. CITY reserves the right to require complete
6 certified copies of all policies of GRANTEE and sub-grantees, at any time.
7 GRANTEE shall make available to CITY 's Risk Manager or designee all books,
8 records and other information relating to this insurance, during normal business
9 hours.

10 G. Any modification or waiver of these insurance requirements
11 shall only be made with the approval of CITY's Risk Manager or designee. Not more
12 frequently than once a year, CITY's Risk Manager or designee may require that
13 GRANTEE, sub-grantees change the amount, scope or types of coverages required
14 in this Section if, in his or her sole opinion, the amount, scope or types of coverages
15 are not adequate.

16 H. The procuring or existence of insurance shall not be construed
17 or deemed as a limitation on liability relating to GRANTEE's performance or as full
18 performance of or compliance with the indemnification provisions of this Agreement.

19 20. INDEMNITY.

20 A. GRANTEE shall indemnify, protect and hold harmless CITY, its
21 Boards, Commissions, and their officials, employees and agents ("Indemnified
22 Parties"), from and against any and all liability, claims, demands, damage, loss,
23 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
24 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
25 in connection with (1) GRANTEE's breach or failure to comply with any of its
26 obligations contained in this Agreement, including any obligations arising from the
27 Project's compliance with or failure to comply with applicable laws, including all
28 applicable federal and state labor requirements including, without limitation, the

1 requirements of California Labor Code section 1770 et seq. or (2) negligent or willful
2 acts, errors, omissions or misrepresentations committed by GRANTEE, its officers,
3 employees, agents, sub-grantees, or anyone under GRANTEE's control, in the
4 performance of work or services under this Agreement (collectively "Claims" or
5 individually "Claim").

6 B. In addition to GRANTEE's duty to indemnify, GRANTEE shall
7 have a separate and wholly independent duty to defend Indemnified Parties at
8 GRANTEE's expense by legal counsel approved by CITY, from and against all
9 Claims, and shall continue this defense until the Claims are resolved, whether by
10 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
11 breach, or the like on the part of GRANTEE shall be required for the duty to defend
12 to arise. CITY shall notify GRANTEE of any Claim, shall tender the defense of the
13 Claim to GRANTEE, and shall assist GRANTEE, as may be reasonably requested,
14 in the defense.

15 C. If a court of competent jurisdiction determines that a Claim was
16 caused by the sole negligence or willful misconduct of Indemnified Parties,
17 GRANTEE's costs of defense and indemnity shall be (1) reimbursed in full if the
18 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
19 percentage of willful misconduct attributed by the court to the Indemnified Parties.

20 D. The provisions of this Section shall survive the expiration or
21 termination of this Agreement.

22 21. LAWS AND REGULATIONS. The GRANTEE shall be responsible for
23 being fully informed of all City, state and federal laws, ordinances, codes, rules and
24 regulations, which in any manner may affect this Agreement and the performance thereof.

25 22. REMEDIES NOT EXCLUSIVE. The express provision herein of
26 certain measures that may be exercised by the CITY for its protection shall not be
27 construed to preclude the CITY from exercising any other or further legal or equitable right
28 to protect its interests.

1 23. JURISDICTION/VENUE. This Agreement shall be construed in
2 accordance with the laws of the State of California, and the venue for any legal actions
3 brought by any party with respect to this Agreement shall be the County of Los Angeles,
4 State of California for state actions and the Central District of California for any federal
5 actions. GRANTEE shall cause all work performed in connection with construction of the
6 Project to be performed in compliance with (1) all applicable laws, ordinances, rules and
7 regulations of federal, state, county or municipal governments or agencies (including,
8 without limitation, all applicable federal and state labor standards, including the prevailing
9 wage provisions of sections 1770 et seq. of the California Labor Code); and (2) all
10 directions, rules and regulations of any fire marshal, health officer, building inspector, or
11 other officer of every governmental agency now having or hereafter acquiring jurisdiction.

12 24. GRANTEE'S FAILURE TO COMPLY WITH ALL REQUIREMENTS
13 AND CONTRACTUAL OBLIGATIONS. The GRANTEE's failure to comply with any and all
14 of the conditions of this Agreement, referenced herein and made a part hereof, may result
15 in the denial or rejection of future funding to the GRANTEE from the CITY.

16 25. ASSIGNMENT. The GRANTEE may not assign rights or duties under
17 an award, or subcontract delivery of services, without the prior written consent of the CITY.
18 Such consent shall not relieve the GRANTEE of liability in the event of default by its
19 assignee.

20 26. CONSTRUCTION OF CONTRACT. The masculine shall be deemed
21 to embrace and include the feminine and the singular shall be deemed to embrace and
22 include the plural whenever required in the context of this Agreement.

23 27. NON-DEBARMENT REQUIREMENTS. The GRANTEE certifies, and,
24 if the CITY, State of California or the United States Federal government requires shall
25 further certify that neither they nor their principals are presently debarred, suspended,
26 proposed for debarment, declared ineligible, or voluntarily excluded by the State of
27 California or the United States Federal government at the time of submitting a proposal,
28 and hereby certifies and will further certify that the GRANTEE shall immediately notify the

1 CITY should their debarment status change anytime during the performance period.

2 28. TAX IMPLICATIONS AND CONSEQUENCES. The CITY makes no
3 representations as to the tax consequences associated with the disbursement of CRF
4 funds related to this agreement, and any determination related to this issue is the sole
5 responsibility of the GRANTEE. GRANTEE acknowledges consulting with its own tax
6 advisors or tax attorneys regarding this transaction or having had an opportunity to do so
7 prior to signing this agreement. GRANTEE acknowledges the CITY cannot provide advice
8 regarding the tax consequences or implications of the CRF funds disbursed to GRANTEE
9 under the terms of this agreement.

10 29. CONFLICT OF INTEREST. GRANTEE, by executing this Agreement,
11 certifies that, at the time GRANTEE executes this Agreement and for its duration,
12 GRANTEE does not and will not perform services for any other client which would create
13 a conflict, whether monetary or otherwise, as between the interests of City and the interests
14 of that other client. And, GRANTEE shall obtain similar certifications from GRANTEE's
15 employees, subconsultants and contractors.

16 30. INDEPENDENT CONTRACTOR. In performing its services,
17 GRANTEE is and shall act as an independent contractor and not an employee,
18 representative or agent of CITY. GRANTEE shall have control of GRANTEE's work and
19 the manner in which it is performed. GRANTEE shall be free to contract for similar services
20 to be performed for others during this Agreement. GRANTEE acknowledges and agrees
21 that (a) CITY will not withhold taxes of any kind from GRANTEE's compensation; (b) CITY
22 will not secure workers' compensation or pay unemployment insurance to, for or on
23 GRANTEE's behalf; and (c) CITY will not provide and GRANTEE is not entitled to any of
24 the usual and customary rights, benefits or privileges of CITY employees. GRANTEE
25 expressly warrants that neither GRANTEE nor any of GRANTEE's employees or agents
26 shall represent themselves to be employees or agents of CITY.

27 31. MATERIALS. GRANTEE shall furnish all labor and supervision,
28 supplies, materials, tools, machinery, equipment, appliances, transportation and services

1 necessary to or used in the performance of GRANTEE's obligations under this Agreement.

2 32. OWNERSHIP OF DATA. All materials, information and data prepared,
3 developed or assembled by GRANTEE or furnished to GRANTEE in connection with this
4 Agreement, including but not limited to documents, estimates, calculations, studies, maps,
5 graphs, charts, computer disks, computer source documentation, samples, models,
6 reports, summaries, drawings, designs, notes, plans, information, material and
7 memorandum ("Data") shall be the exclusive property of CITY. Data shall be given to CITY,
8 and CITY shall have the unrestricted right to use and disclose the Data in any manner and
9 for any purpose without payment of further compensation to GRANTEE. Copies of Data
10 may be retained by GRANTEE but GRANTEE warrants that Data shall not be made
11 available to any person or entity for use without the prior approval of CITY. This Agreement
12 and documentation prepared or developed as part of GRANTEE's proposal to CITY for
13 awarding of this Agreement shall not be considered confidential data. This warranty shall
14 survive termination of this Agreement for five (5) years.

15 33. CONFIDENTIALITY. GRANTEE shall keep all Data confidential and
16 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
17 performing its services, during the term of this Agreement and for five (5) years following
18 expiration or termination of this Agreement. In addition, GRANTEE shall keep confidential
19 all information, whether written, oral or visual, obtained by any means whatsoever in the
20 course of performing its services for the same period of time. GRANTEE shall not disclose
21 any or all of the Data to any third party, or use it for GRANTEE's own benefit or the benefit
22 of others except for the purpose of this Agreement.

23 34. BREACH OF CONFIDENTIALITY. GRANTEE shall not be liable for a
24 breach of confidentiality with respect to Data that: (a) GRANTEE demonstrates GRANTEE
25 knew prior to the time CITY disclosed it; or (b) is or becomes publicly available without
26 breach of this Agreement by GRANTEE; or (c) a third party who has a right to disclose
27 does so to GRANTEE without restrictions on further disclosure; or (d) must be disclosed
28 pursuant to legal process.

1 35. ADDITIONAL COSTS. Any costs incurred by CITY due to
2 GRANTEE's failure to meet the standards required by the scope of work or GRANTEE's
3 failure to perform fully the tasks described in the scope of work which, in either case,
4 causes CITY to request that GRANTEE perform again all or part of the Scope of Work shall
5 be at the sole cost of GRANTEE and CITY shall not pay any additional compensation to
6 GRANTEE for its re-performance.

7 36: AMENDMENT. This Agreement, including all Exhibits, shall not be
8 amended, nor any provision or breach waived, except in writing signed by the parties which
9 expressly refers to this Agreement.

10 37. LAW. This Agreement shall be construed in accordance with the laws
11 of the State of California, and the venue for any legal actions brought by any party with
12 respect to this Agreement shall be the County of Los Angeles, State of California for state
13 actions and the Central District of California for any federal actions.

14 38. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
15 constitutes the entire understanding between the parties and supersedes all other
16 agreements, oral or written, with respect to the subject matter in this Agreement.

17 39. ADVERTISING. GRANTEE shall not use the name of CITY, its
18 officials or employees in any advertising or solicitation for business or as a reference,
19 without the prior approval of the City Manager or designee.

20 40. NONDISCRIMINATION.

21 A. In connection with performance of this Agreement and subject
22 to applicable rules and regulations, GRANTEE shall not discriminate against any
23 employee or applicant for employment because of race, religion, national origin,
24 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
25 disability. GRANTEE shall ensure that applicants are employed, and that
26 employees are treated during their employment, without regard to these bases.
27 These actions shall include, but not be limited to, the following: employment,
28 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or

1 termination; rates of pay or other forms of compensation; and selection for training,
2 including apprenticeship.

3 B. It is the policy of CITY to encourage the participation of
4 Disadvantaged, Minority and Women-Owned Business Enterprises in CITY 's
5 procurement process, and GRANTEE agrees to use its best efforts to carry out this
6 policy in its use of subconsultants and contractors to the fullest extent consistent
7 with the efficient performance of this Agreement. GRANTEE may rely on written
8 representations by subconsultants and contractors regarding their status.
9 GRANTEE shall report to CITY in May and in December or, in the case of short-
10 term agreements, prior to invoicing for final payment, the names of all
11 subconsultants and contractors hired by GRANTEE for this Project and information
12 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
13 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

14 41. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
15 accordance with the provisions of the Ordinance, this Agreement is subject to the
16 applicable provisions of the Equal Benefits Ordinance ("EBO"), section 2.73 et seq. of the
17 Long Beach Municipal Code, as amended from time to time.

18 A. During the performance of this Agreement, the GRANTEE
19 certifies and represents that the GRANTEE will comply with the EBO. The
20 GRANTEE agrees to post the following statement in conspicuous places at its place
21 of business available to employees and applicants for employment:

22 "During the performance of a contract with the City of Long Beach, the
23 GRANTEE will provide equal benefits to employees with spouses and its
24 employees with domestic partners. Additional information about the City of
25 Long Beach's Equal Benefits Ordinance may be obtained from the City of
26 Long Beach Business Services Division at 562-570-6200."

27 B. The failure of the GRANTEE to comply with the EBO will be
28 deemed to be a material breach of the Agreement by the CITY.

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C. If the GRANTEE fails to comply with the EBO, the CITY may cancel, terminate or suspend the Agreement, in whole or in part, and monies due or to become due under the Agreement may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.

D. Failure to comply with the EBO may be used as evidence against the GRANTEE in actions taken pursuant to the provisions of Long Beach Municipal Code 2.93 et seq., Contractor Responsibility.

E. If the CITY determines that the GRANTEE has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the Agreement on behalf of the CITY. Violation of this provision may be used as evidence against the GRANTEE in actions taken pursuant to the provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

42. NOTICES. Any notice or approval required by this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to GRANTEE at the address first stated above, and to CITY at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to the City Engineer at the same address. Notice of change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.

43. COPYRIGHTS AND PATENT RIGHTS.

A. GRANTEE shall place the following copyright protection on all Data: © City of Long Beach, California ____, inserting the appropriate year.

B. CITY reserves the exclusive right to seek and obtain a patent or copyright registration on any Data or other result arising from GRANTEE's performance of this Agreement. By executing this Agreement, GRANTEE assigns any ownership interest GRANTEE may have in the Data to CITY.

C. GRANTEE warrants that the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party.

1 GRANTEE agrees to and shall protect, defend, indemnify and hold CITY, its officials
2 and employees harmless from any and all claims, demands, damages, loss, liability,
3 causes of action, costs or expenses (including reasonable attorney's fees) whether
4 or not reduced to judgment, arising from any breach or alleged breach of this
5 warranty.

6 44. WAIVER. The acceptance of any services or the payment of any
7 money by CITY shall not operate as a waiver of any provision of this Agreement or of any
8 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
9 Agreement shall not constitute a waiver of any other or subsequent breach of this
10 Agreement.

11 45. AUDIT. CITY shall have the right at all reasonable times during the
12 term of this Agreement and for a period of five (5) years after termination or expiration of
13 this Agreement to examine, audit, inspect, review, extract information from and copy all
14 books, records, accounts and other documents of GRANTEE relating to this Agreement.

15 46. THIRD PARTY BENEFICIARY. This Agreement is not intended or
16 designed to or entered for the purpose of creating any benefit or right for any person or
17 entity of any kind that is not a party to this Agreement.


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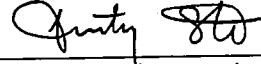
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

5000 PIES, INC., a California corporation

December 3, 2020

By 
Name Becky Teter
Title CEO

December 3, 2020

By 
Name TIMOTHY SATO
Title CFO

"GRANTEE"

CITY OF LONG BEACH, a municipal corporation

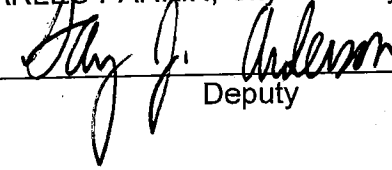
December 14 2020

By 
City Manager

"CITY"

This Agreement is approved as to form on December 8, 2020.

CHARLES PARKIN, City Attorney

By 
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

EXHIBIT "A"

Scope of Work Agreement

Meal & Grocery Delivery

November 19, 2020 – March 19, 2021

This scope of work is between 5000 Pies, Inc. (Contractor) and the City of Long Beach (City).

I. Overview of Service Responsibilities

The overarching objective in this Scope of Work (Scope) is to ensure that residents of Long Beach have the access to the nutritious foods needed to maintain their health and wellbeing during COVID-19. The strategies identified here include efforts to maximize reach to communities most impacted by COVID-19.

Services under this Scope must specifically serve older adults (aged 60 and over), adults aged 50-59 with underlying health conditions, and/or those who are COVID-19 positive or COVID-19 exposed.

5000 Pies, Inc. agrees to implement all activities in this Scope. To support populations disproportionately impacted by COVID-19, **5000 Pies, Inc.** will partner with the priority population to conduct program outreach and enrollment and provide food and meal delivery.

II. Services to be Performed

Contractor will conduct the following three program elements:

- Program outreach, eligibility screening, and enrollment;
- Product procurement, meal preparation, packaging; and
- For meal delivery, **5000 Pies, Inc.** will provide a minimum of 7 and maximum of 14 meals per person per week with 2 deliveries per week.
- For grocery delivery, **5000 Pies, Inc.** will provide weekly at minimum.

Contractor will conduct outreach and engagement within the target population(s) to reduce the impact of food insecurity during COVID-19. Enrollment must be based on the following criteria. Information can be self-reported without further documentation unless otherwise stated.

1. Aged 60 years or older
2. Aged 50- 59 years old with underlying health condition that poses significant risk for severe illness or death from COVID-19 as identified with one of the following health conditions:
 - i. Cancer

- ii. Chronic Obstructive Pulmonary Disease
- iii. Serious Cardiovascular Disease (Heart Failure, Coronary Artery Disease, Cardiomyopathies)
- iv. Immunocompromised state from solid organ transplant
- v. Severe obesity (BMI > 30)
- vi. Diabetes -Type 2
- vii. Chronic Kidney Disease
- viii. Sickle Cell Disease

3. Tested positive for COVID-19 or were exposed to COVID-19 as documented by a state/local public health official or medical health professional will be allowed temporary enrollment for a period up to 4 weeks.

- AND also meet both of the following:
 - Difficulty preparing or obtaining meals. This includes difficulty obtaining groceries and preparing fresh, nutritious meals.
 - Reside in the City of Long Beach.

The City will support outreach efforts on behalf of Contractor with distribution of City-produced materials for promotion of this service. Contractor expects variations in enrollment during the contract period. Contractor will adjust services to stay within overall program funding allocation.

Program Area	Implementation	Deliverables and Timeline
Community Outreach and Engagement	<ul style="list-style-type: none"> • Conduct outreach over social media, with handouts, and through phone calls to families. 	2 posts per week, 500 flyers distributed, follow up phone calls with families that participate in our weekly food bank/family center to support enrollment throughout the contract period.
Enrollment	<ul style="list-style-type: none"> • Screen for eligibility and track enrollment. Add new enrollees to food service program within 3-5 days. 	<ul style="list-style-type: none"> • Planning for a total of 50 clients receiving meal delivery • Planning for 60 clients receiving grocery boxes • Enroll 50 clients by 12/7/20 • Enroll new clients to receive food deliveries within 3-5 days

Food/Meal Delivery	<ul style="list-style-type: none"> • Deliver prepared meals 2 times per week, grocery delivery once a week 	Deliver 14 meals a week per client (2 deliveries a week) (Deliver maximum of 840-1050 meals per week)
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III. City Responsibilities

City staff will also provide reporting templates to the Contractor for the monthly and final report.

The City will appoint an employee to liaise between **5000 Pies, Inc.** and the City of Long Beach to administer the grant. The City will provide \$201,516 in funding for the delivery of services through **cost reimbursement with monthly invoicing and final payment method.**

IV. Sub-Recipient Monitoring and Tracking

5000 Pies, Inc. shall track program metrics internally on a weekly basis and provide monthly program metric updates to the City. **5000 Pies, Inc.** is also required to submit monthly financial expenditures to the City. At contract closeout, **5000 Pies, Inc.** shall submit the metrics met to date, a brief narrative explaining successes and barriers, and funds expended to date. The awarded organizations will be receiving support and communication with City staff throughout the process so that problems can be solved early. Any funds that may not be expended may be redirected to other non-profit(s) if metrics are not being met or funds are not being expended according to the plan.

Invoices shall be submitted to the City on a monthly basis. Services conducted after March 19, 2021 shall not be reimbursed under this agreement unless both parties agree to extend the contract. Invoices shall include a maximum of 5% for administrative expenses.

The City will track fund expenditures to ensure subcontractors expend funds according to proposed budgetary timelines. In the case that a subcontractor is not efficiently spending down their grant, this tracking process allows for the reallocation of funds to another subcontractor when necessary. **5000 Pies, Inc.** will report on the metrics below:

Metric	Schedule
Total # of people served	Monthly
Demographic details of those served (age, race/ethnicity, zip code of residence)	Monthly
Eligibility category for enrollment	Monthly
# of meals or food bags/boxes delivered	Monthly

**Attachment I
Narrative / Questionnaire**

INSTRUCTIONS

Complete the following sections of this form with high-level responses to the questions. Each response should be no longer than 500 words. Submit the completed Proposal Review Form by uploading to Planetbids, along with the Cost Response Form and other relevant Attachments.

Which of the eligible population groups will be served by your program? (Select all that apply)	<input checked="" type="radio"/> Aged 60 and over <input checked="" type="radio"/> Aged 50-59 with underlying health condition <input checked="" type="radio"/> Tested positive for COVID-19 or were exposed to COVID-19 (temporary enrollment up to 4 weeks)
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Answer the following if you are applying for meal delivery service:

Are you currently providing a meal delivery service?	<ul style="list-style-type: none"> • Yes <input checked="" type="radio"/> No
What meals will you provide? (Select all that apply)	<ul style="list-style-type: none"> <input checked="" type="radio"/> Breakfast <input checked="" type="radio"/> Lunch <input checked="" type="radio"/> Dinner
How many meals per week are you able to provide? (Select all that apply)	<ul style="list-style-type: none"> • 50 -199 • 200 - 499 • 500 - 999 <input checked="" type="radio"/> 1,000 - 1,999 • 2,000 - 2,999 • 3,000 - 3,999 • 4,000 or more
How will meals be delivered?	<ul style="list-style-type: none"> <input checked="" type="radio"/> Frozen, delivered 1 day weekly <input checked="" type="radio"/> Refrigerated/Fresh, delivered 2-3 days weekly <i>(pref)</i> <input checked="" type="radio"/> Fresh, delivered daily
Are you able to provide the following types of meals? (Select all that apply)	<ul style="list-style-type: none"> <input checked="" type="radio"/> No Dietary Restrictions (All Meals Are Low Sodium) <input checked="" type="radio"/> Diabetic <input checked="" type="radio"/> Soft-textured <input checked="" type="radio"/> Vegetarian <input checked="" type="radio"/> Vegan • Kosher • Halal <input checked="" type="radio"/> Nut Allergy <input checked="" type="radio"/> Gluten Allergy <input checked="" type="radio"/> Other Special Dietary Restrictions

Answer the following if you are applying for grocery delivery service:

Are you currently providing a grocery delivery service?	<ul style="list-style-type: none"> • Yes <input checked="" type="radio"/> No 	<i>We have a Food pantry on Thursdays and we provided</i>
How many deliveries per week are you able to provide? (Select all that apply)	<ul style="list-style-type: none"> • 50 – 99 • 100 -199 <input checked="" type="radio"/> 200- 399 • 400 – 599 • 600 - 999 • 1,000 or more 	<i>Food Boxes (dry goods & fresh produce) for 3 months for families in our community.</i>
What types of food are you able to deliver? (Select all that apply)	<ul style="list-style-type: none"> <input checked="" type="radio"/> Fresh produce <input checked="" type="radio"/> Grains and other dry goods <input checked="" type="radio"/> Refrigerated items <input checked="" type="radio"/> Non-perishable goods 	

Submit brief responses to the following questions:

1. Describe your existing programs and how you will expand services under this contract.
2. Describe how you currently assess eligibility for your programs and how you will incorporate eligibility requirements under this program.
3. Describe how you will conduct delivery services and ensure food safety during delivery. Include proposed strategies for communicating with program recipients.
4. Define what communities or priorities populations you will reach with the proposed activities. Briefly describe your experience working in those communities and how you will conduct outreach.
5. Describe the personnel and organizational capacity to support these efforts.
6. Identify specific qualifications, knowledge and skills that your organization has that will make you eligible to complete this work. Include the name and food safety certificate number of the owner or manager.
7. Describe what, if any, existing partnerships will support your success in this work.
8. Submit a proposed project budget with estimated costs and reach. The budget should include anticipated costs for meals or groceries and delivery. **Please submit the proposed budget/cost proposal as a separate file (Attachment J).**

Submit brief responses to the following questions:

5000 Pies

1. Describe your existing programs and how you will expand services under this contract.

Currently, we focus on running our take out restaurant. When COVID hit, we cut restaurant hours and focused on family meals and caring for the needs of our community through Food Boxes (fresh produce, dairy and dry goods). When we were chosen as Great Plates providers, our Executive Chef created a great system for us to provide meals for the seniors. Our staff is now experienced and confident in creating individual meals for many clients. If we are awarded this contract, we will expand our meal preparation and food box preparation to include meal delivery.

2. Describe how you currently assess eligibility for your programs and how you will incorporate eligibility requirements under this program.

We will follow instructions from the city on who is eligible for these programs. We provided meals for families in West Long Beach who were in need. We also provided weekly food boxes for many of the families in need of assistance through Fountain of Life Covenant Church's Family Center and families at Springdale Housing.

3. Describe how you will conduct delivery services and ensure food safety during delivery. Include proposed strategies for communicating with program recipients.

We follow proper guidelines in delivering our food. Food will be transported efficiently and following food handling practices as well as keeping things at their proper temperatures for safety. For delivery and communicating with clients, we will call/text/speak with clients in a manner that works for them.

4. Define what communities or priorities populations you will reach with the proposed activities. Briefly describe your experience working in those communities and how you will conduct outreach.

As mentioned previously, we are extremely connected to our West Long Beach community through the local schools, churches, neighbors, etc. so we will be able to use our team to reach out to the community and inform people about the opportunity to receive food and meals.

5. Describe the personnel and organizational capacity to support these efforts.

We have our 5000 Pies team that will handle the meal and grocery preparation as well as delivery. Fountain of Life Covenant Church will provide help, volunteers and administrative help as needed.

6. Identify specific qualifications, knowledge and skills that your organization has that will make you eligible to complete this work. Include the name and the food safety certificate of the number of the owner or manager.

First, we are a Social Enterprise that was created so that we could care for the needs of others. Second, we are a take-out restaurant with an amazing Executive

Chef who is skilled at preparing a wide range of meals to satisfy diverse customers. He has trained our team to prepare food with love and care. We have a great system in place to prepare daily meals for clients. We also have experience creating food boxes for families in our community in need. Rebecca Teter, Food Safety Certificate ID: 2020b2150885

7. Describe what, if any existing partnerships will support your success in this work.

As mentioned previously, we are very connected in West Long Beach and in all of Long Beach. We have connections throughout the community and partnerships with many organizations, city leaders, school administration, churches, etc.

ORGANIZATION BACKGROUND AND REFERENCES

Provide two (2) references, preferably from previous customers or partners in service projects. *Emily Kazim, Family Center Director, (562) 308-6781*

london Yoshida, customer, partner in service projects - (949)

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF THIS RFP *302-7610*

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

Signature

[Handwritten Signature]

STATEMENT OF NON-COLLUSION

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

Rebecca M Teter

Print First and Last Name

CEO

Print Title

[Handwritten Signature]

Authorized Signature and Date

EXHIBIT “B”

Budget Document – 5000 Pies

Food Security: Food and Meal Delivery, CARES 2020

Personnel Expenses	Enrollment, meal scheduling, mapping delivery routes, etc.	\$ 2400
	Subtotal	\$ 2400
Program Materials	Outreach and marketing	\$400
	Prepared meals cost	\$134,400
	Grocery box cost	\$33,600
	Delivery cost	\$21,120
	Subtotal	\$ 189,520
Administrative (5% cap)	Administrative/Overhead	\$9,596
	Subtotal	\$9,596
Total		\$201,516

**Attachment J COST Template
5000 Pies**

Cost Summary

***Meal Per Client**

Breakfast - \$8

Lunch - \$9

Dinner - \$12

***Meal Delivery Per Client**

Per Client - \$6

Grocery/Food Boxes

Per Food Box - \$35

Dry Goods:

1 Bread Loaf, 3 lbs Rice, 1 lb Granola, 1 lb Pasta, 2 Onions, 3 lbs Oats

Cold Items:

1 lb Butter, 5 Apples, 2 lbs Spaghetti Sauce, 1 Gal milk, 10 XL eggs, 5 carrots, 1 lb Cheese

*Prices based upon Great Plates

EXHIBIT “C”

City’s Representative:

Shreya Sharan

EXHIBIT “D”

Grantee’s Key Employee:

Becky Teter

