

AMENDMENT NO. THREE TO CONTRACT NO. 35772 35772

RE: Amendment to CARES Act Grant Agreement Contract No. 35772 for the provision of Meal and Food Delivery for the City of Long Beach

This Amendment to Contract No. 35772 is made and entered as of July 13, 2021, by and between the CITY OF LONG BEACH, a municipal corporation, and 5000 Pies, Inc. (Vendor)

Contract No. 35772 is amended by mutual agreement of the parties and as indicated below by a check or other mark preceding the appropriate amendment:

- 1. No change to term.
- 2. Extending Performance Period to end September 30, 2021 as reflected in the Scope of Work, attached hereto as Exhibit "A-3".
- 3. Adding \$51,266 for a total contract amount not to exceed \$288,848 as reflected in Exhibits "A-3" and "B-3", attached hereto and incorporated herein.
- 4. The price for certain items shall be increased as shown on Exhibit "A", which is attached hereto and incorporated herein by this reference.
- 5. The price for certain items shall be decreased as shown on Exhibit "A", which is attached hereto and incorporated herein by this reference.
- 6. The discount offered to the City is increased by ____ %
- 7. The items or locations identified on Exhibit "B", which is attached hereto and incorporated herein by this reference, are hereby deleted from the Contract.
- 8. The items or locations identified on Exhibit "B", which is attached hereto and incorporated herein by this reference, are hereby added to the Contract.
- 9. Current permits, licenses, insurance and other required information are attached as Addendum No. 1.

Except as expressly amended above, all terms and conditions in this Contract are ratified and confirmed and remain in full force and effect. Executed with all formalities required by law as of the date first stated above.

Attach Notary if Out-of-State Vendor

VENDOR:

Heather
(Signature)
Rebecca Peter
(Print / Type Name)
President / Vice President / Secretary / Treasurer
(circle one)

VENDOR:

Timothy
(Signature)
TIMOTHY SATO
(Print / Type Name)
President / Vice President / Secretary / Treasurer
(circle one)

THE CITY OF LONG BEACH:

By: *Linda F. Jakum*
City Manager

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

Approved as to form:

CHARLES PARKIN, City Attorney

By: *Elizabeth Anderson*

Deputy

7/15/21

Exhibit “A-3”

Scope of Work - Amendment No. Three

Meal & Grocery Delivery

July 13, 2021 – September 30, 2021

This scope of work is between 5000 Pies, Inc. (Contractor) and the City of Long Beach (City) during the program extension period of July 13, 2021 – September 30, 2021.

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 two program elements during the extension period:

- Product procurement, meal preparation, packaging; and
- For meal delivery, **5000 Pies, Inc.** will provide a minimum of 7 meals per person per week with 1 delivery per week.

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. Participants must sign an attestation form indicating eligibility.

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.

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
Enrollment	Screen for eligibility and track enrollment. Add new enrollees to food service program within 3-5 days. Provide additional food resource and referrals to program beneficiaries	Planning for a total of 54 clients receiving meal delivery and additional food resource information through September 30, 2021.
Food/Meal Delivery	Deliver prepared meals 1 time per week, for 10 weeks.	Deliver 7 meals a week per client to a total of 54 clients (1 delivery a week)

III. City Responsibilities

City staff will also provide reporting templates to the Contractor for the monthly and final report. The City staff will provide an attestation form to document eligibility of program participants.

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 an additional \$51,266 in funding for the delivery of services during the extension period 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 September 30, 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. Contractor will adjust services to stay within the overall program funding allocation.

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

Exhibit “B-3”
BUDGET

Personnel Expenses	Enrollment, meal scheduling, mapping delivery routes, etc. (15 hours @\$15/hour)	\$ 225
Program Materials	Prepared meals cost (\$12/ meal); Delivery cost (\$6/delivery)	\$48,600

Administrative (5% cap)	Administrative/Overhead	\$2,441
Total Budget		\$51,266

Original Contract Amount: \$201,516

Total Contract Amount Amendment No. One: \$217,690

Total Contract Amount Amendment No. Two: \$237,582

Total Contract Amount Amendment No. Three: \$288,848