

AMENDMENT NO. TWO TO CONTRACT NO. 35770    **35770**

**RE**    Amendment to CARES Act Grant Agreement Contract No. 35770 for the provision of Meal and Food Delivery for the City of Long Beach

This Amendment to Contract No. 35770 is made and entered as of May 28, 2021, by and between the CITY OF LONG BEACH, a municipal corporation, and One in Long Beach dba The LGBTQ Center (Vendor).

Contract No. 35770 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.
- X   2. Extending Performance Period to end June 30, 2021, as reflected in the Scope of Work, attached hereto as Exhibit "A-2".
- X   3. Adding \$19,950 for a total contract amount not to exceed \$142,512 as reflected in Exhibits "A-2" and "B-2", 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:

Stella Ursua  
(Signature)

Stella Ursua  
(Print / Type Name)

President / Vice President / Secretary / Treasurer  
(circle one)

VENDOR:

John A. Newell  
(Signature)

John A. Newell  
(Print / Type Name)

President / Vice President / Secretary / Treasurer  
(circle one)

THE CITY OF LONG BEACH:

By: Linda J. Tatum  
City Manager

Approved as to form:  
CHARLES BARKIN, City Attorney  
By: My J. Anderson  
Deputy                      6/2/21

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

**Exhibit “A-2”**

**Scope of Work Agreement Amendment No. 2**

**Meal & Grocery Delivery**

June 1, 2021 – June 30, 2021

This scope of work is between One in Long Beach (Contractor) and the City of Long Beach (City) during the program extension period of June 1, 2021 – June 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.

One in Long Beach (Contractor) agrees to implement all activities in this Scope. To support populations disproportionately impacted by COVID-19, CONTRACTOR 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, packaging; and
- For grocery delivery, CONTRACTOR will provide weekly delivery 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 may experience variations in enrollment during the contract period. Contractor will adjust services to stay within overall program funding allocation.

Program Area	Implementation	Deliverables and Timeline
Food/Meal Delivery	<ul style="list-style-type: none"> <li>• Weekly food distribution</li> </ul>	<ul style="list-style-type: none"> <li>• Have 4 distribution dates providing at minimum 150 food bags to older adults per distribution.</li> <li>• Provide custom food deliveries for specialty food needs to 5 participants over 4 weeks.</li> </ul>

**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 CONTRACTOR and the City of Long Beach to administer the grant. The City will provide **\$142,512** in funding for the delivery of services through cost reimbursement with monthly invoicing and final payment method.

**IV. Sub-Recipient Monitoring and Tracking**

CONTRACTOR shall track program metrics internally on a weekly basis and provide monthly program metric updates to the City. CONTRACTOR is also required to submit monthly financial expenditures to the City. At contract closeout, CONTRACTOR 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 June 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.

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. Contractor will adjust services to stay within the overall program funding allocation. CONTRACTOR will report on the metrics below:

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

**Exhibit “B-2”**

**AMENDED BUDGET**

Category 1 per person: Custom Instacart Order: Max of \$200 total for 5 people over 4 weeks	\$1,000 (\$50/week for 5 participants)
Category 2 per person: Food Bags: 750 over 4 weeks	\$18,000 (\$24/week for approximately 150 participants or 750 food bags total)
Indirect Overhead Expenses (5% of program expenses)	\$950
<b>Total Program Budget</b>	<b>\$19,950</b>

**Previous Contract Budget: \$105,062**

**Amendment One Total Contract Budget: \$122,562**

**Amendment Two Total Contract Budget: \$142,512**