DATE: March 21, 2023

TO: Mayor and Council Members

FROM: Parks, Recreation, and Community Services Department

SUBJECT: Amendment No. 2 to Agreement No. 20-117 with Bateman Community Living LLC dba TRIO Community Meals to Provide Food Services for the Elderly Nutrition Program in Fiscal Year 2022-2023

RECOMMENDATION:
It is recommended that the Mayor and Council Members approve Amendment No. 2 to Agreement No. 21-117 with Bateman Community Living, LLC, dba TRIO Community Meals, extending the term of the agreement by one year (with the option to extend one additional year) to provide meals onsite for the Senior Nutrition Program, in an annual amount not to exceed $795,600 (total contract amount of $2,386,800). (Grant Fund)

BACKGROUND:
Since 1975, the City of Inglewood (City) has received grant funds through the County of Los Angeles Department of Workforce Development, Aging and Community Services (WDACS) (formerly Los Angeles County Community and Senior Services), Area Agency on Aging (AAA) - Older Americans Act (OAA) Grant of 1965, to operate the Elderly Nutrition Program (ENP), also known as Senior Meals Program. The Nutrition Program consists of congregate meals at the Inglewood senior centers, and home delivered meals for seniors throughout the service areas.

DISCUSSION:
On March 16, 2021, the City Council approved a one-year agreement (Agreement No. 21-117) with Bateman Community Living, LLC, dba TRIO Community Meals to provide meals onsite for the Elderly Nutrition Program in an annual amount not to exceed $795,600.

On March 22, 2022, the City Council approved Amendment No. 1 to Agreement No. 21-117 with Bateman Community Living, LLC, dba TRIO Community Meals, extending the term of the agreement by one year to provide meals onsite for the Elderly Nutrition Program, in an annual amount not to exceed $795,600.

Bateman Community Living, LLC dba TRIO Community Meals (TRIO) has provided food services for the Elderly Nutrition Program (ENP) prior to and throughout the COVID-19 pandemic, and has accommodated the City's unprecedented surge in demand for ENP services during the last three (3) years. TRIO has received consistently high audit results from County
auditors and the quality of their meals has received high praise from seniors enrolled in the ENP, as well as County dieticians and staff.

TRIO has requested a 5% increase to their meal reimbursement rate to offset the 5.7% increase in the Consumer Price Index for food away from home. This is the first time TRIO has requested an increase to their rate of reimbursement and Staff recommends approving Amendment No. 2 with this increase. Since the re-opening of the lunchroom/congregate dining at the Senior Center in September 19, 2022, the ENP level has returned to its pre-pandemic participation levels. This reduction in program participation would allow a 5% increase to the meal reimbursement rate without impacting the total annual contract amount.

Under the terms of Agreement No. 21-117, the City may renew the agreement annually up to three (3) additional years. Staff recommends renewing the agreement. This is the second agreement renewal/amendment. The current contract with TRIO expires on March 28, 2023. Upon approval, the contract term with TRIO will begin March 29, 2023.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Sufficient funds for this agreement, in an amount not to exceed $795,600, are available in the Fiscal Year 2022-2023 Budget under Account Code No. 220.070.7051.44870.00 (Grants Fund-Parks-Recreation and Community Services-Senior Nutrition Program-Contract Services-PRCS).

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1: Amendment No. 2 to Agreement 21-117
Attachment No. 2: County’s Required Provisions for Lower Tier Subaward (ENP)
Attachment No. 3: Agreement No. 21-117
Attachment No. 4: Amendment No. 1 to Agreement 21-117
Attachment No. 5: TRIO Request for Rate Increase
Attachment No. 6: Insurance

PREPARED BY:
Sabrina Barnes, Parks, Recreation, and Community Services Director

COUNCIL PRESENTER:
Sabrina Barnes, Parks, Recreation and Community Services Director
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL: [Signature]
Sabrina Barnes, Parks, Rec., & Comm Svcs. Director

ASSISTANT CITY MANAGER APPROVAL: [Signature]
Louis Atwell, Assistant City Manager

CITY MANAGER APPROVAL: [Signature]
Artie Fields, City Manager
Attachment No. 1
THIS SECOND AMENDMENT TO AGREEMENT NO.: 21-117 (the “Second Amendment”) is made and entered into this _______ day of ________, 2023, by and between the CITY OF INGLEWOOD (the “City”), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and BATEMAN COMMUNITY LIVING, LLC, dba TRIO COMMUNITY MEALS, (the “Contractor”) a Delaware corporation located at 100 Valley Drive, Pearl, Mississippi 39208.

RECITALS

WHEREAS, since 1975, the City of Inglewood (City) has received grant funds through the County of Los Angeles WDACS (formerly Los Angeles County Community and Senior Services), Area Agency on Aging (AAA) - Older Americans Act (OAA) Grant of 1965, to operate the Elderly Nutrition Program (ENP), a.k.a. Senior Meals Program; and

WHEREAS, on March 16, 2021, the City approved Agreement No.: 21-117, with the Contractor for food services; and

WHEREAS, on March 22, 2022, the City Council approved the First Amendment to Agreement No.: 21-117 for one year with Bateman Community Living, LLC, dba TRIO Community Meals to provide meals onsite for the Elderly Nutrition Program in an annual amount not to exceed $795,600; and

WHEREAS, in accordance with the terms of the current agreement, the City may extend Agreement No.: 21-117 an additional year; and

WHEREAS, both Parties, by this Second Amendment, desire to extend Agreement No.: 21-117 for an additional year; and

WHEREAS, the Contractor holds itself out as capable and competent to provide such services as the City requires; and

NOW, THEREFORE, the City and the Contractor (hereinafter collectively referred to as the “Parties”) hereto mutually agree as follows:

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SECTION 1:

Agreement No.: 21-117 is extended and shall terminate at 11:59, p.m. March 28, 2024, unless extended or terminated earlier. The City may extend this Agreement for one additional year.

SECTION 2:

Agreement No.: 21-117 is amended to reflect a change in the total number of Congregate and Home Delivered meals, the Days of Service, and the Unit Rate as listed on Exhibit "A." Said Exhibit is incorporated herein by this reference as if set forth in full.

SECTION 3:

The Contractor shall be entitled to an additional not-to-exceed amount of seven hundred ninety-five thousand and six hundred dollars ($795,600). The total not-to-exceed amount for Agreement No: No.: 21-117 to date is as follows:

<table>
<thead>
<tr>
<th>Agreement</th>
<th>Dollar</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Agreement</td>
<td>$795,600</td>
<td>$795,600</td>
</tr>
<tr>
<td>Amendment One</td>
<td>$795,600</td>
<td>$1,591,200</td>
</tr>
<tr>
<td>Amendment Two</td>
<td>$795,600</td>
<td>$2,386,800</td>
</tr>
</tbody>
</table>

SECTION 4:

Except as amended by this Second Amendment, all exhibits, attachments and all other terms and provisions of Agreement No.: 21-117 and any Amendment(s) shall remain unchanged and in full force and effect.
SECTION 5:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

_________________________
James T. Butts, Jr.,
Mayor

ATTEST:

_________________________
Aisha L. Thompson,
City Clerk

BATEMAN COMMUNITY LIVING,
LLC, dba TRIO COMMUNITY MEALS

[Signature]
John Kirk,
Managing Director

APPROVED AS TO FORM:

_________________________
Kenneth R. Campos,
City Attorney
<table>
<thead>
<tr>
<th>Program</th>
<th>Projected Program Participants - FY22-23</th>
<th>Days of Service</th>
<th>Unit Rate</th>
<th>Total</th>
</tr>
</thead>
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<tr>
<td>Congregate Meals</td>
<td>188</td>
<td>365</td>
<td>$5.35</td>
<td>$367,947.75</td>
</tr>
<tr>
<td>Home-Delivered Meals</td>
<td>219</td>
<td>365</td>
<td>$5.35</td>
<td>$427,652.25</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$795,600.00</td>
</tr>
</tbody>
</table>
Attachment No. 2
5.7.4 Prohibitions on Subaward Sums

5.7.4.1 Subrecipient shall comply with Public Law (PL) 101-121 (Title 31 United States Code Section 1352), its amendments or revisions, and any implementing regulations, prohibiting the use of Federal money to influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal subaward, grant, loan or cooperative agreement. Subrecipient shall also comply with all certification and disclosure requirements of PL 101-121, its amendments, revisions, and implementing regulations, and shall provide assurance that all Lower Tier Subrecipients under this Subaward also fully comply with such certification and disclosure requirements.

5.7.4.2 No materials, property, or Services contributed to County or Subrecipient under this Subaward shall be used in the performance of any of the following: any political activity; the election of any candidate or the defeat of any candidate for public office; and, the transportation of any voters or prospective voters to polls or other similar assistance in connection with an election or any voter registration activity.

5.7.4.3 Subaward Sums may not be used for matching funds for any Federal, State, County or local grants/cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings.

5.7.4.4 Subaward Sums may not be used to sue the Federal government or any other government entity.

5.7.4.5 Pre-award costs are not an allowable use for Subaward Sums.

5.7.4.6 Subrecipient and its Lower Tier Subrecipient(s) shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get".

7.6 CONFIDENTIALITY

7.6.1 Contractor (that is "Subrecipient") shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures relating to confidentiality, including, without limitation, County policies concerning information
technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors (that is "Lower Tier Subrecipients"), to comply with this Subparagraph 7.6, Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement) and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing Services hereunder of the confidentiality provisions of this Contract (that is "Subaward").

7.6.4 Contractor shall sign and also adhere to the provisions of Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement).

7.6.5 Unauthorized Disclosure

7.6.5.1 Subrecipient and its Lower Tier Subrecipient shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.
7.6.5.2 Subrecipient and its Lower Tier Subrecipient shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information, concerning Clients receiving Program Services pursuant to this Subaward, except for statistical information that does not identify any Client.

7.6.5.3 Subrecipient and its Lower Tier Subrecipient shall not use confidential, sensitive and/or personal identifying information for any purpose other than carrying out Subrecipient's obligations under this Subaward. Personal identifying information shall include, but is not limited to the following: name; identifying number; social security number; State driver's license or State identification number; financial account numbers; and symbol or other identifying characteristic assigned to Client, such as fingerprint, voice print or a photograph.

7.6.5.4 Subrecipient and its Lower Tier Subrecipient shall not, except as otherwise specifically authorized or required by this Subaward or court order, divulge to any unauthorized person any data or identifying information obtained while performing Work pursuant to this Subaward without prior written authorization from County. Subrecipient shall forward all requests for the release of any data or identifying information received to County's Program Manager. Subrecipient may be authorized, in writing, by Client to disclose identifying information specific to the authorizing Client.

7.6.5.5 Subrecipient and its Lower Tier Subrecipient may allow Client to authorize the release of information to specific entities, but shall not request or encourage Client to give a blanket authorization or sign a blank release, nor shall Subrecipient accept such blanket authorization from Client.

8.6 COMPLIANCE WITH APPLICABLE LAWS

8.6.1 In the performance of this Subaward, Subrecipient shall comply with all applicable Federal, State, County and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures. Subrecipient shall also comply with all subsequent revisions, modifications, and administrative and statutory changes made thereto by Federal, State and County authorities. All provisions required thereby to be included in this Subaward are hereby incorporated herein by reference.
8.6.2 Subrecipient shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert consulting or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Subparagraph 8.6 shall be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6.3 Subrecipient's compliance with applicable laws and regulations includes, but is not limited to, adherence to the mandatory standards and policies relating to the following: Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq.; State's energy efficiency regulations (Title 24 California Code of Regulations); and, Pilot Program for Enhancement of Contractor Employee Whistleblower Protections (Title 48 Code of Federal Regulations Subpart 3.908 and Title 41 United States Code Section 4712). In addition to these standards and policies, when the Maximum Subaward Sum is one hundred thousand dollars ($100,000) or more, Subrecipient shall also adhere to the following policies: Clean Air Act, as amended (Title 42 United States Code Section 7401 et seq.); Federal Water Pollution Control Act, as amended (Title 33 United States Code Section 1251 et seq.); Executive Order 11738; State Contract Act (California Public Contract Code Section 10295 et seq.); and, Unruh Civil Rights Act (California Public Contract Code Section 2010). County reserves the right to review Subrecipient's procedures to ensure that they comply with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the Federal, State and County authorities, as applicable.

8.6.4 Subrecipient certifies that throughout the entirety of this Subaward it shall comply with all Federal and State payroll tax rules and employer tax guides; Subrecipient shall pay all Federal and State payroll taxes; and,
Subrecipient shall make all tax deposits required by Federal and State laws within the time limits required.

8.6.5 Subrecipient's failure to comply with such regulations, rules, ordinances, court rules, municipal laws, directives, policies, Program memoranda and procedures outlined in this Subparagraph 8.6 and/or the provisions, requirements or conditions of this Subaward, including but not limited to, performance documentation, reporting, audit and evaluation requirements shall be material breach of this Subaward and may result in termination of this Subaward or other remedies available herein.

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

8.8.1.1 This Contract (that is "Subaward") is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Los Angeles County Code Sections 2.203.010 through 2.203.090, a copy of which is attached as Exhibit H (Jury Service Ordinance) and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless Contractor (that is "Subrecipient") has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Los Angeles County Code Section 2.203.020) or that Contractor qualifies for an exception to the Jury Service Program (Los Angeles County Code Section 2.203.070), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Subparagraph 8.8, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any twelve (12) month period under one (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor.
"Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor (that is "Lower Tier Subrecipient") to perform Services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Subparagraph 8.8. The provisions of this Subparagraph 8.8, shall be inserted into any such Subcontract (that is "Lower Tier Subaward") agreement and a copy of the Jury Service Program shall be attached to the agreement.

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County's Contract Manager if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate, to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

8.8.2.4 Contractor's violation of this Subparagraph 8.8 of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Subaward, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any
of such party’s lower tier subrecipients), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph 8.20 as “force majeure events”).

8.20.2 Notwithstanding the foregoing, a default by a Lower Tier Subrecipient of Subrecipient shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Subrecipient and such Lower Tier Subrecipient, and without any fault or negligence of either of them. In such case, Subrecipient shall not be liable for failure to perform, unless the goods or Services to be furnished by the Lower Tier Subrecipient were obtainable from other sources in sufficient time to permit Subrecipient to meet the required performance schedule. As used in this Subparagraph 8.20, the term "Lower Tier Subrecipient" and "Lower Tier Subrecipients" mean Lower Tier Subrecipients at any tier.

8.20.3 In the event Subrecipient’s failure to perform arises out of a force majeure event, Subrecipient agrees to use commercially reasonable best efforts to obtain goods or Services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

8.24.1 Without limiting Subrecipient’s indemnification of County, and in the performance of this Subaward and until all of its obligations pursuant to this Subaward have been met, Subrecipient shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Subparagraph 8.24 and Subparagraph 8.25 (Insurance Coverage) of this Subaward. These minimum insurance coverage terms, types and limits ("Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Subrecipient pursuant to this Subaward. County in no way warrants that the Required Insurance is sufficient to protect Subrecipient for liabilities which may arise from or relate to this Subaward.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage ("Certificate") satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under Subrecipient’s General Liability policy, shall be delivered to County’s Contract Manager at the address shown below and provided prior to commencing Services under this Subaward.
8.24.2.2 Renewal Certificates shall be provided to County's Contract Manager not less than ten (10) days prior to Subrecipient's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Subrecipient and/or Lower Tier Subrecipient insurance policies at any time.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Subaward by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Subrecipient identified as the contracting party in this Subaward. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars ($50,000), and list any County required endorsement forms.

8.24.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Subrecipient, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Workforce Development, Aging and Community Services
Contracts Management Division
Attention: County's Contract Manager
3175 West Sixth Street
Los Angeles, CA 90020

8.24.2.6 Subrecipient also shall promptly report to County's Program Manager any injury or property damage accident or incident, including any injury to a Subrecipient employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Subrecipient. Subrecipient also shall promptly notify County's Program Manager of any third-party claim or suit filed against Subrecipient or any of its Lower Tier
Subrecipients which arises from or relates to this Subaward, and could result in the filing of a claim or lawsuit against Subrecipient and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

8.24.3.1 County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under Subrecipient's General Liability policy with respect to liability arising out of Subrecipient's ongoing and completed operations performed on behalf of County. County and its Agents' additional insured status shall apply with respect to liability and defense of suits arising out of Subrecipient's acts or omissions, whether such liability is attributable to Subrecipient or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Change(s) in Insurance

8.24.4.1 Subrecipient shall provide County with, or Subrecipient's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County's Contract Manager at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Subaward, in the sole discretion of County, upon which County may suspend or terminate this Subaward.

8.24.5 Failure to Maintain Insurance

8.24.5.1 Subrecipient's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Subaward, upon which County immediately may withhold payments due to Subrecipient, and/or suspend or terminate this Subaward. County, at its sole discretion, may obtain damages from
Subrecipient resulting from said breach. Alternatively, County may purchase the Required Insurance, and without further notice to Subrecipient, deduct the premium cost from sums due to Subrecipient or pursue Subrecipient reimbursement.

8.24.6 Insurer Financial Ratings

8.24.6.1 Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Subrecipient's Insurance Shall Be Primary

8.24.7.1 Subrecipient's insurance policies, with respect to any claims related to this Subaward, shall be primary with respect to all other sources of coverage available to Subrecipient. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Subrecipient coverage.

8.24.8 Waivers of Subrogation

8.24.8.1 To the fullest extent permitted by law, Subrecipient hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Subaward. Subrecipient shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Lower Tier Subrecipient Insurance Coverage Requirements

8.24.9.1 Subrecipient shall include all Lower Tier Subrecipients as insureds under Subrecipient's own policies, or shall provide County with each Lower Tier Subrecipient's separate evidence of insurance coverage. Subrecipient shall be responsible for verifying that each Lower Tier Subrecipient complies with the Required Insurance provisions herein, and shall require that each Lower Tier Subrecipient name County and Subrecipient as additional insureds on the Lower Tier Subrecipient's General Liability policy. Subrecipient shall obtain County's prior review and approval of any Lower Tier Subrecipient request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)
8.24.10.1 Subrecipient's policies shall not obligate County to pay any portion of any Subrecipient deductible or SIR. County retains the right to require Subrecipient to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Subrecipient's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

8.24.11.1 If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Subaward. Subrecipient understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Subaward expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

8.24.12.1 Subrecipient may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

8.24.13.1 All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

8.24.14.1 County reserves the right to review, and then approve, Subrecipient use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements
8.24.15.1 County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability

8.25.1.1 Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

- General Aggregate: $4 million
- Products/Completed Operations Aggregate: $2 million
- Personal and Advertising Injury: $1 million
- Each Occurrence: $1 million

8.25.2 Automobile Liability

8.25.2.1 Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than one million dollars ($1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Subrecipient's use of autos pursuant to this Subaward, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability

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

8.25.5 Intentionally Omitted

8.25.6 Property Coverage

8.25.6.1 Subrecipient who is given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30). County and its Agents shall be named as an Additional Insured and Loss Payee on Subrecipient's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.25.7 Sexual Misconduct Liability

8.25.7.1 Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million dollars ($2,000,000) per claim and two million dollars ($2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.8 Privacy and Network Security Coverage

8.25.8.1 Insurance coverage providing protection against liability for privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs); system(s) breaches; denial or loss of Service; introduction, implantation or spread of malicious software code; and, unauthorized access to or use of computer systems with limits of not less than one point five million dollars ($1,500,000). No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.25.9 Intentionally Omitted

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

8.32.1 Subrecipient shall notify its employees, and shall require each Lower Tier Subrecipient to notify its employees, that they may be eligible for the
Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service (IRS) Notice 1015. Subrecipient shall obtain the most current version of IRS Notice 1015 on-line at the IRS website: www.irs.gov.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

8.33.1 Subrecipient (that is, "Contractor") shall notify and provide to its employees, and shall require each Lower Tier Subrecipient (that is, "Subcontractor") to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Subaward (that is, "Contract"). Additional information is available at www.babysafela.org.

8.38 RECORD RETENTION, INSPECTION AND AUDIT SETTLEMENT

8.38.1 Record Retention Requirements

8.38.1.1 Subrecipient shall maintain accurate and complete financial records (such as bank statements, cancelled checks or other proof of payment) of its activities and operations relating to this Subaward in accordance with Generally Accepted Accounting Principles. Subrecipient shall also maintain all materials, including, but not limited to, complete employment records (such as timecards, sign-in/sign-out sheets and other time and employment records), supporting Program documents and proprietary data and information relating to its performance of this Subaward. Subrecipient shall further maintain on file the entirety of this Subaward, its amendments and/or addendums, modifications and all applicable laws, regulations, directives, Program memoranda and guidance which are hereby incorporated by reference. Subrecipient shall ensure that the security and integrity of all records are maintained throughout the entire term of this Subaward and during the authorized retention period as outlined below.

8.38.1.2 Subrecipient shall adhere to the requirements of the authorized retention period, which shall be the greater of the following: throughout the entire term of this Subaward and until an audit of this Subaward by County and/or its duly authorized representative(s) has occurred and a written audit resolution has been issued or unless otherwise authorized in writing by County; or, for such longer period, if any, as
required by applicable statute, by any other provision of this Subaward, by Subparagraphs 8.38.2.2 and 8.38.2.3 or as County deems necessary (which shall be communicated to Subrecipient in writing).

8.38.1.3 All such material shall be maintained by Subrecipient at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County’s option, Subrecipient shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1.4 After the authorized retention period has expired, Subrecipient shall dispose of, shred or destroy all confidential records in a manner that will maintain confidentiality. Subrecipient shall obtain a certificate of destruction to substantiate that all confidential records have been securely destroyed. Subrecipient shall notify County’s Contract Manager in writing within thirty (30) days after such records are destroyed. The certificate of destruction shall be provided to County’s Contract Manager upon County’s request.

8.38.2 Access to Records

8.38.2.1 Subrecipient agrees that County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives), shall have both access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Subaward, any books, documents, papers and records of Subrecipient that are directly pertinent to this Subaward (as determined by County and its duly authorized representatives). The rights of access which are outlined in this Subaward shall not be limited to the authorized retention period but shall last as long as the records are retained.

8.38.2.2 If this Subaward (or any part thereof) is terminated, Subrecipient shall preserve and make all records, relating to the Work terminated, available during the authorized retention period of this Subaward. Subrecipient shall ensure that any resource directories and all Client records remain the property of County upon termination of this Subaward, and that they
are returned to County or transferred to another subrecipient as instructed by County in writing.

8.38.2.3 In the event of any litigation, claim, negotiation, audit exception or other action involving the records, Subrecipient shall maintain all records relative to such action and shall make them available to County and/or its duly authorized representatives until every action has been cleared to the satisfaction of County and/or its duly authorized representatives, and such clearance must be evidenced to Subrecipient in writing.

8.38.2.4 County reserves the right to take physical custody of Subrecipient’s records when any of the following situations occur: in the event that a potential litigation may be levied against Subrecipient for its Work performed under this Subaward; when County determines that Subrecipient is at a high risk of ceasing its operations during any time within the Subaward term or prior to the end of the retention period; when County determines that the records have long-term value; and/or, in the event that County and Subrecipient terminate the contractual relationship. For purposes of this Subaward, high risk is determined by County using criteria which includes but is not limited to the following: history of unsatisfactory contractual performance; financial instability or insolvency; documented evidence of an inadequate management system and lack of internal controls; non-conformance to the terms and conditions of previous awards; non-responsible; and/or history of disallowed costs.

8.38.3 Monitoring Reviews

8.38.3.1 Subrecipient shall provide the Services herein under the general supervision of County’s Department Head and his/her authorized administrators who are designated in Paragraph 6.0 (Administration of Subaward-County). County shall supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services to be provided by Subrecipient as well as the criteria for determining the persons to be served (Clients). Subrecipient shall extend to County and to representatives authorized by County (including, but not limited to, State and Federal representatives) the right to observe, review and monitor Subrecipient’s facilities, programs, records, procedures, performance, activities, or documents, which are used under this Subaward. Subrecipient shall provide County (or other
designated authorities) the right to conduct such reviews at any time during County's hours of operation. County (or other designated authorities) shall not unreasonably interfere with Subrecipient's performance. The requirements of this Subparagraph 8.38 shall also apply to Lower Tier Subrecipients providing Services on behalf of Subrecipient.

8.38.3.2 County will monitor Subrecipient's Services provided under this Subaward on a regular basis and County may conduct unannounced site visits to ensure Subrecipient's compliance with this Subaward. County will summarize the results of the monitoring efforts in written reports, which shall be supported with documented evidence of follow-up actions taken to correct areas of non-compliance. Monitoring activities may include, but are not limited to interviewing Subrecipient employees and, when applicable, Clients; entering any premises or any site in which any of the Services or activities funded are being conducted or in which any records of Subrecipient are kept; etc. All information will be maintained in a confidential manner in accordance with any and all Federal, State and local laws.

8.38.3.3 Subrecipient shall be responsible for monitoring the activities of its Lower Tier Subrecipient(s) providing Services under this Subaward. Subrecipient shall conduct on-site fiscal and program monitoring reviews which shall be documented and maintained on file according to the record retention requirements provided in this Subparagraph 8.38. Subrecipient shall ensure that Lower Tier Subrecipient(s) adheres to all requirements for correcting areas of non-compliance, and implements the corrective action plan which has been approved by Subrecipient.

8.38.4 Independent Audit Requirements

8.38.4.1 Title 45 Code of Federal Regulations Part 75.500 et seq. requires that organizations which expend $750,000 or more in a year in Federal awards, including pass-through awards, shall obtain an annual single audit. When Subrecipient's organization meets this requirement (as specified in Title 45 Code of Federal Regulations Part 75.500 et seq.), Subrecipient shall ensure that such audit shall be conducted by an independent auditor in accordance with the requirements outlined in Title 45 Code of Federal Regulations Part 75.500 et seq. (and any amendments or supplements thereto). Subrecipient shall submit an audit engagement letter
as confirmation of the audit to be conducted by the independent auditor and such letter shall be submitted to County's Compliance Manager in the time and manner as directed by County. Upon auditor's completion of the single audit, Subrecipient shall obtain both the data collection form and the reporting package (i.e., auditor's report), as described in Title 45 Code of Federal Regulations Part 75.500 et seq., from the auditor for each audit period (i.e., each Fiscal Year or Program Year). Subrecipient shall submit a copy of the auditor's report to County's Compliance Manager within thirty (30) days after receipt of auditor's report but no later than nine (9) months following the end of the audit period.

8.38.4.2 When the requirements provided above for obtaining an annual audit do not apply to Subrecipient for any Fiscal Year (or Program Year), Subrecipient shall make its records available for review or audit by County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives). Such review or audit may include but is not limited to financial audits, performance audits, evaluations, inspections, monitoring, etc. as determined by County and/or by any other oversight agency that is responsible for overseeing Subaward Sums, the Program and Services. Subrecipient shall comply with the review and audit requirements which shall be identified in writing by County and/or its duly authorized representatives.

8.38.4.3 In the event that an audit of Subrecipient is conducted specifically regarding this Subaward by any Federal or State auditor, or by any auditor or accountant employed by Subrecipient or otherwise, then Subrecipient shall file a copy of such audit report with County's Compliance Manager within thirty (30) days of Subrecipient's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Subaward. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.4.4 If, at any time during the term of this Subaward or during the authorized retention period of this Subaward as noted in Subparagraph 8.38.1, representatives of County conduct an audit of Subrecipient regarding the Work performed under this Subaward, and if such audit finds that County's dollar liability
for any such Work is less than payments made by County to Subrecipient, then the difference shall be either: a) repaid by Subrecipient to County by cash payment upon demand; or, b) at the sole option of County of Los Angeles Department of Auditor-Controller, deducted from any amounts due to Subrecipient from County, whether under this Subaward or otherwise. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Subrecipient, then the difference shall be paid to Subrecipient by County by cash payment, provided that in no event shall County's maximum obligation for this Subaward exceed the funds appropriated by County for the purpose of this Subaward.

8.38.5 Failure to Comply With Requirements

8.38.5.1 Failure on the part of Subrecipient to comply with any of the provisions of this Subparagraph 8.38 shall constitute a material breach of this Subaward upon which County may terminate or suspend this Subaward.

8.40 LOWER TIER SUBAWARD

8.40.1 Subrecipient shall not delegate the requirements of this Subaward to a third-party ("Lower Tier Subrecipient") without the advance written approval of County. Any attempt by Subrecipient to enter into a Lower Tier Subaward for that purpose without the prior written consent of County shall be deemed a material breach of this Subaward. Subrecipient shall provide a draft copy of the proposed Lower Tier Subaward to County's Contract Manager, and shall allow County up to sixty (60) days to complete its review process. As such, Subrecipient shall ensure that it provides the Lower Tier Subaward to County well in advance of its intended date to execute the Lower Tier Subaward (i.e., in order for Subrecipient to meet its target date for executing the Lower Tier Subaward, Subrecipient shall factor up to sixty (60) days into its timeline to account for County's review process).

8.40.2 If Subrecipient desires to enter into a Lower Tier Subaward for the purpose of delegating any of the requirements of this Subaward, Subrecipient shall complete Exhibit Y (List of Lower Tier Subawards) and at County's request shall promptly provide the following information either on or along with Exhibit Y (List of Lower Tier Subawards): 8.40.2.1 Lower Tier Subrecipient's name and contact information; a description of the Work to be performed by Lower Tier Subrecipient; Lower Tier Subaward number; and Lower Tier Subaward amount.
8.40.2.2 A draft copy of the proposed Lower Tier Subaward. 8.40.2.3 Other pertinent information and/or certifications requested by County.

8.40.3 Subrecipient shall indemnify, defend, and hold County harmless with respect to the activities of each and every Lower Tier Subrecipient in the same manner and to the same degree as if such Lower Tier Subrecipient(s) was Subrecipient's employee.

8.40.4 Subrecipient shall remain fully responsible for all performances required of it under this Subaward, including those that Subrecipient has determined to grant through a Lower Tier Subaward, notwithstanding County's approval of Subrecipient's proposed Lower Tier Subaward.

8.40.5 County's consent to allow Subrecipient to enter into a Lower Tier Subaward with a third-party shall not waive County's right to prior and continuing approval of any and all personnel, including Lower Tier Subrecipient employees, providing Services under this Subaward. Subrecipient is responsible for notifying its Lower Tier Subrecipients of this County right.

8.40.6 County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Lower Tier Subaward and Lower Tier Subrecipient employees. After County's approval of the Lower Tier Subaward, Subrecipient shall forward a copy of the fully executed Lower Tier Subaward to County's Contract Manager within five (5) days of its execution.

8.40.7 Subrecipient shall be solely liable and responsible for all payments or other compensation to all Lower Tier Subrecipients and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to allow Subrecipient to enter into such Lower Tier Subaward(s).

8.40.8 Subrecipient shall obtain current valid certificates of insurance, which establish that each Lower Tier Subrecipient maintains all the programs of insurance required by County in accordance with Subparagraph 8.24.9 (Lower Tier Subrecipient Insurance Coverage Requirements). In addition to meeting the requirements noted in Subparagraph 8.24 (General Provisions for All Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage), such certificates of insurance shall also indicate the Lower Tier Subaward number for each Lower Tier Subrecipient. Before any Lower Tier Subrecipient employee performs any Work hereunder, Subrecipient shall ensure delivery of all such documents to County's Contract Manager or designee.
8.40.9 Amending a Lower Tier Subaward may be initiated by either Subrecipient or County. When an amendment is initiated by County, County shall outline the reason(s) for the amendment and Subrecipient shall comply with County's request. All Lower Tier Subaward amendments are subject to review and must be approved in writing by County before they are executed. Subrecipient shall provide a draft copy of the proposed amendment to County's Contract Manager, and shall allow County up to thirty (30) days to complete its review process. After County's approval of Subrecipient's amendment, Subrecipient shall forward a copy of the fully executed amendment to County's Contract Manager within five (5) days of its execution.

8.40.10 Subrecipient shall adhere to all applicable Federal, State and/or County requirements for the procurement of a Lower Tier Subrecipient(s) and/or vendor services using Subaward Sums.

8.40.11 In the event County approves Subrecipient's request to delegate any part of the requirements of this Subaward through a Lower Tier Subaward, all applicable provisions and requirements of this Subaward shall be made applicable to such Lower Tier Subaward. To this end, Subrecipient shall include the following provision in the Lower Tier Subaward: This agreement is a Lower Tier Subaward under the terms of a prime Subaward (identified as Subaward Number [@ PC Document Number @]) with County of Los Angeles Workforce Development, Aging and Community Services and shall be subject to all of the provisions of such prime Subaward. All representations and warranties under this Lower Tier Subaward shall inure to the benefit of County of Los Angeles.

8.40.12 Pursuant to the provisions of this Subaward, County has the right to review and consent (or not consent) to Subrecipient's use of Lower Tier Subipients that have been procured in compliance with State and/or federal guidelines applicable to the funding source(s) identified in Subparagraph 5.1.2 (Funding Allocations). County's approval of the proposed Lower Tier Subaward shall not be deemed as validation of the procurement method used by Subrecipient, and only reflects County's approval as to the form of the Lower Tier Subaward terms and conditions as well as the services being provided under such agreement.

8.40.13 When entering into a Lower Tier Subaward with a qualified organization, Subrecipient shall maintain documentation that supports/justifies the procurement method and evaluation process used by Subrecipient to select the qualified vendor for a Lower Tier Subaward. County's continuing consent to a Lower Tier Subaward is contingent upon Subrecipient's assurance that the procurement process was compliant with the requirements noted herein as well as all other Subaward requirements, and that the Lower Tier Subrecipient continues to retain
staff and infrastructure experienced with providing the necessary services.

8.40.14 This Subaward and any approved Lower Tier Subaward are subject to monitoring and/or review by County, State, and/or federal funding authorities. If Subrecipient executes a Lower Tier Subaward that is deemed non-compliant with the requirements of this Subaward or applicable federal, State, or County regulations, any costs incurred under that lower Tier Subaward may be disallowed, resulting in Subrecipient’s liability to County for the repayment of any charged costs and/or not being reimbursed for any of those incurred costs yet to be billed.

8.53 TIME OFF FOR VOTING

8.53.1 Subrecipient shall notify and provide its employees, and shall require each Lower Tier Subrecipient to notify and provide its employees, information regarding the time off for voting law pursuant to California Elections Code (EC) Section 14000. Not less than ten (10) days before every statewide election, Subrecipient and its Lower Tier Subrecipient(s) shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of EC 14000.

8.58 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

8.58.1 A Proposer, or a Subrecipient (that is, "Contractor") or its subsidiary or Lower Tier Subrecipient (that is, "Subcontractor") ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of County. A violation of this provision shall result in the disqualification of Proposer/Contractor from participation in County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Subaward (that is, "Agreement").

9.16 DRUG-FREE WORKPLACE

9.16.1 Subrecipient and its Lower Tier Subrecipient(s) shall adhere to the requirements outlined in the California Drug-Free Workplace Act of 1990, as amended (California Government Code Section 8350 et seq.). Subrecipient and its Lower Tier Subrecipient(s) shall also adhere to the requirements outlined in the Federal Drug-Free Workplace Act of 1988, including its implementing regulations (Title 41 United States Code
Section 701 et seq.), Subrecipient and its Lower Tier Subrecipient(s) shall provide and maintain a drug-free workplace for all of their employees, and shall have a documented anti-drug policy and a drug-free awareness program. Violation of or non-compliance with these requirements by Subrecipient, its Lower Tier Subrecipient or both shall subject Subrecipient to remedies available under the terms of this Subaward. Such remedies shall include suspending Subrecipient's payments, placing Subrecipient on probation or suspension, terminating this Subaward or other available remedies which shall be determined by County at County's sole discretion.

9.16.2 Subrecipient shall provide a written drug-free workplace policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and stating the specific actions that will be taken for violations.

9.16.3 The ongoing drug-free awareness program must inform employees about the following: the dangers of drug abuse; available drug counseling, rehabilitation, and employee assistance programs; penalties that may be imposed; and, that employees are to be aware that Subrecipient and its Lower Tier Subrecipient(s) operate a drug-free workplace.

9.16.4 Subrecipient shall require its employees to report in writing any conviction for a violation of a criminal drug statute occurring in the workplace. Subrecipient shall provide written notice to County's Contract Manager within ten (10) days of having received such notice from employee(s). Within thirty (30) days of receiving the notice of a conviction, Subrecipient must have taken appropriate action against the employee(s) or have required employee's participation in a drug abuse assistance or rehabilitation program.

9.17 INFORMATION TECHNOLOGY, SECURITY AND PRIVACY REQUIREMENTS

9.17.1 This Subparagraph 9.17 sets forth the requirements for the information technology systems which Subrecipient shall use in the course of completing the Work and providing Services under this Subaward. This Subparagraph 9.17 also sets forth the security procedures for these systems which Subrecipient shall have in place by the effective date of this Subaward and which Subrecipient shall maintain throughout the Subaward term. They present a minimum standard only. Subrecipient shall implement appropriate administrative, physical and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity and availability of County Information Assets as defined in Subparagraph 9.17.5 (County Information Assets) (which consists of but is not limited to confidential County data,
Personally Identifiable Information, Protected Health Information and Medical Information) against internal and external threats, vulnerabilities and risks. Subrecipient shall also continuously review and revise those measures to address ongoing threats, vulnerabilities and risks.

9.17.2 Subrecipient's failure to comply with the minimum standards set forth herein will constitute a material, non-curable breach of this Subaward, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under this Subaward, to immediately terminate this Subaward.

9.17.3 Information Technology Systems - Contract Management System Contractor's Gateway

9.17.3.1 County has implemented use of the Contract Management System Contractor's Gateway ("Contractor's Gateway"), an automated system designed to electronically manage this Subaward. Subrecipient shall use the System to perform its administrative contracting functions as directed by County.

9.17.3.2 County has established policies concerning the access, use and maintenance of the Contractor's Gateway. Subrecipient shall adhere to these policies, which are identified in Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use), instruction guides/tutorials provided by County, training sessions conducted by County, etc. Subrecipient's non-compliance with these policies may subject Subrecipient to denial of access to the Contractor's Gateway, suspension of payment(s), termination of this Subaward, and/or other remedies/actions which County may take at its sole discretion under the terms of this Subaward and/or applicable law or regulation.

9.17.4 Information Technology Systems - Management Information System

9.17.4.1 Data Entry

9.17.4.1.1 County has implemented use of the Management Information System (MIS), a computerized database system that is used to record and track Service delivery, Program data and Client information. Subrecipient shall use the MIS to enter Program, Service delivery and Client data as directed by County.
9.17.4.1.2 Subrecipient shall ensure the accuracy and authenticity of the number of eligible Client Services provided each day. Subrecipient shall track, document and report the actual date when Services are rendered. Subrecipient shall complete direct data entry of the required Program, Service delivery and Client data (including but not limited to, the total number of Clients served, the type and number of Services provided to Client and the date(s) of Service) into the MIS on the day when the Service(s) is provided to Client and shall ensure that Service recording is accurate each day (i.e., to ensure accurate reporting, Subrecipient shall enter Program, Service delivery, and Client data into MIS on the day when the Service(s) is provided to Client). Subrecipient shall not back-date any data and any attempts to do so may subject Subrecipient to appropriate remedies as determined by County at County's sole discretion.

9.17.4.2 Data Records

9.17.4.2.1 Subrecipient's failure to submit the required MIS data within the time and manner as designated by County may subject Subrecipient to appropriate remedies as determined by County at County's sole discretion. Remedies will remain in effect until Subrecipient becomes compliant. County will consider Subrecipient's non-compliance during future funding decisions.

9.17.4.2.2 Subrecipient shall maintain all records and reports, consistent with Subparagraph 8.38 (Records Retention, Inspection and Audit Settlement), and shall make them available for audit, assessment, or inspection by County and any of its duly authorized representatives (including, but not limited to, State authorities, Federal agencies and/or any of their duly authorized representatives).

9.17.4.2.3 All information, records, data elements and print-outs collected and maintained for the operation of the Program and pertaining to
Clients (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Subparagraph 7.5 (Confidentiality), California Welfare and Institutions Code Section 10850, Title 45 Code of Federal Regulations Part 205.50, California Information Practices Act of 1977, and all other applicable laws and regulations.

9.17.4.3 MIS Personnel

9.17.4.3.1 Subrecipient shall assign an employee to have the primary responsibility for data entry into the MIS. This employee shall be the primary contact person for data issues and problems. This employee shall also be assigned a password to log-in and enter Program, Service delivery and Client data. Subrecipient shall designate a secondary/back-up employee who can act on behalf of the primary MIS employee contact in the event of his or her absence. Subrecipient shall ensure that its users do not share their user identification and password information.

9.17.4.3.2 Subrecipient shall provide the names of Subrecipient's primary and secondary MIS employees using Exhibit F (Subrecipient's Administration). Subrecipient shall submit the completed Exhibit F (Subrecipient's Administration) in the time and manner as directed by County. In the event of any changes to the information provided in Exhibit F (Subrecipient's Administration), Subrecipient shall update Exhibit F (Subrecipient's Administration) and submit the revised document to County within two (2) weeks of any reassignment or substitution. Only those Subrecipient employees who have been designated by Subrecipient and assigned a password by County shall be allowed to access the MIS system.

9.17.4.3.3 Subrecipient shall ensure that the primary and secondary MIS employees are properly trained to operate the MIS and attend all MIS training
provided by County to ensure that MIS operations are in compliance with all applicable regulations.9.17.5

9.17.5 County Information Assets

9.17.5.1 County Information Assets are public, confidential, sensitive and/or personal identifying data, records, materials, etc. and include (but are not limited to):

9.17.5.1.1 Information that is stored in hard copy or electronic format and may include but is not limited to the following: reports; notes; forms; computers, laptops, cellphones, printers, scanners; networks (LAN, WAN, WIFI), servers, switches, routers; storage media, hard drives, flash drives, cloud storage; data, applications, databases; etc.

9.17.5.1.2 Information that is collected, transmitted and/or accessed in the administration of the Program and in the provision of Services.

9.17.5.1.3 Personally Identifiable Information as defined in California Civil Code Section 1798.29(g).

9.17.5.1.4 Protected Health Information as defined in Health Insurance Portability and Accountability Act of 1996.

9.17.5.1.5 Medical Information as defined in California Civil Code Section 56.05(f).

9.17.6 Physical and Environmental Security

9.17.6.1 Subrecipient shall take reasonable measures to ensure the physical security of its operating location(s) that handles County Information Assets. Work areas containing computers or source documents should be secured from public access unless Subrecipient's representative is present. When unoccupied during non-operating hours, Subrecipient's facility(ies) shall be locked.

9.17.7 Data Destruction

9.17.7.1 When Subrecipient has maintained, processed or stored County Information Assets, implied or expressed, and such County Information Assets are no longer required to be
retained by Subrecipient under this Subaward and applicable law, County shall have sole authority to determine when Subrecipient shall destroy any such County Information Assets as described herein. Subrecipient shall only proceed with the destruction of County Information Assets (which may be stored on purchased, leased or rented electronic storage equipment (e.g., printers, hard drives, etc.) and electronic devices (e.g., servers, workstations, etc.) that are geographically located within Los Angeles County or external to Los Angeles County’s boundaries) upon receiving written authorization from County.

9.17.7.2 Subrecipient shall destroy such County Information Assets by:

9.17.7.2.1 Shredding or otherwise destroying paper, film, disk drives or other hard copy media so that the Personally Identifiable Information, Protected Health Information and Medical Information cannot be read or otherwise reconstructed.

9.17.7.2.2 Clearing, purging or destroying electronic media containing Personally Identifiable Information, Protected Health Information and Medical Information consistent with National Institute of Standards and Technology ("NIST") Special Publication ("SP") 800-88 (Guidelines for Media Sanitization) which is available on-line at: http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev. %201 and United States Department of Defense 5220.22-M data sanitization and clearing directive such that the Personally Identifiable Information, Protected Health Information and Medical Information cannot be retrieved.

9.17.7.3 Subrecipient shall have the sole responsibility to certify that the County Information Assets have been appropriately destroyed consistent with the requirements outlined herein.

9.17.7.4 Subrecipient shall provide County with written certification validating that any and all County Information Assets were placed in one (1) or more of the following stored states: unusable, unreadable and/or indecipherable. Contractor shall submit such certification to County’s Contract Manager no later than ten (10) days after the occurrence of this event.
9.17.7.5 Lower Tier Subrecipient shall provide County with written certification validating that any and all County Information Assets were destroyed and are in one (1) or more of the following states: unusable, unreadable and/or undecipherable. Lower Tier Subrecipient shall submit such certification to County’s Contract Manager no later than ten (10) days after the removal of any electronic storage equipment and devices and the destruction of the County Information Assets.

9.17.8 Encryption on Workstations and Portable Computing Devices

9.17.8.1 Subrecipient and its Lower Tier Subrecipient shall use software and/or hardware encryption methods for confidential County Information Assets stored on all electronic media in accordance with the following standards:


9.17.8.1.2 NIST SP 800-57 (Recommendation for Key Management - Part 1: General (Revision 3).


9.17.8.1.4 NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).

9.17.8.1.5 At a minimum, Subrecipient shall use Advanced Encryption Standard ("AES") with cipher strength of 256-bit

9.17.8.1.6 Prior to use of remote servers (e.g., cloud storage, Software-as-a-Service (SaaS), etc.) for storage of County Information Assets, Subrecipient shall obtain written approval from County’s Contract Manager.

9.17.8.2 Subrecipient and its Lower Tier Subrecipient shall use software and/or hardware encryption methods for transmitted (i.e., through network transmission) confidential County Information Assets in accordance with the following standards:

9.17.8.2.1 NIST SP 800-52 (Guidelines for the Selection and Use of Transport Layer Security Implementations).
9.17.8.2.2 NIST SP 800-57 (Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance).

9.17.8.3 Subrecipient and its Lower Tier Subrecipient shall have operational policies, procedures and practices which protect County Information Assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA) as specified herein and in the State Administrative Manual Sections 5300 to 5365.3; California Government Code Section 11019.9; Department of General Services Management Memo (MM 06-12); Department of Finance Budget Letter (06-34); California Department of Aging Program Memorandum (PM 07-18(P)); Statewide Health Information Policy Manual; and, County's Board of Supervisors Policy Number 5.200 (Contractor Protection of Electronic County Information).

9.17.8.4 Subrecipient and its Lower Tier Subrecipient shall encrypt confidential, sensitive and/or personal County Information Assets which are stored on all electronic media (including workstations, portable computing devices (including, but not limited to, workstations, servers, mobile devices, wearables, tablets, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, external/portable hard drives, and backup media)).

9.17.8.5 Removable Media

9.17.8.5.1 Except in the context of Subrecipient's routine back-ups or as otherwise specifically authorized by County in writing, Subrecipient shall institute strict administrative, physical and logical security controls to prevent transfer of County information to any form of removable media. For purposes of this Subaward, removable media means portable or removable hard disks, floppy disks, universal serial bus (USB) memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., secure digital (SD), memory sticks (MS), compact flash (CF), smart media (SM), multimedia card (MMC), and xD-picture card (xD)), magnetic tape and all other removable data storage media.
9.17.8.6 In the event that Subrecipient will have County Information Assets on or accessed by mobile devices, Subrecipient shall have in place, a mobile computing policy, reviewable and audited by County. This policy must address device recovery and data eradication methods, the mobile device management capabilities in place, the use of personal devices versus Subrecipient-supplied devices and all applications that may have access to or render County Information Assets.

9.17.8.7 **Data Control and Media Servicing**

9.17.8.7.1 Subrecipient shall adhere to the requirements for back-up data stored by Subrecipient at off-site facilities as provided in this Subparagraph 9.17.8.7.

9.17.8.7.2 County Information Assets shall only be made available and accessible to those parties explicitly authorized under this Subaward or otherwise expressly approved by County in writing.

9.17.8.7.3 If transferred across the Internet, any wireless network (e.g., cellular, Bluetooth, 802.11x, or similar technology), or other public or shared networks, County Information Assets must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 (Guidelines for the Selection and use of Transport Layer Security Implementations).

9.17.8.7.4 If transferred using removable media (as defined above), County Information Assets must be sent via a bonded courier or protected using industrystandard encryption technology in accordance with NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).

9.17.8.7.5 In the event any hardware, storage media or removable media must be sent off-site for servicing, Subrecipient shall ensure that all confidential County Information Assets, including Personally Identifiable Information, Protected Health Information and Medical Information, have been cleared, purged
and/or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88 (Guidelines for Media Sanitization).

9.17.8.8 Subrecipient shall certify its compliance with the encryption standards noted herein as a condition of executing this Subaward. Subrecipient provide such certification by completing and submitting Exhibit AA (Subrecipient's Compliance with Encryption Requirements) in the form and manner as determined by County. Subrecipient shall maintain compliance with this policy during the term of this Subaward and for as long as Subrecipient maintains or is in possession of County Information Assets. In addition to the foregoing certification, Subrecipient shall maintain any validation/attestation reports that the data encryption product generates and such reports shall be subject to audit in accordance with the requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). In the event of Subrecipient's non-compliance with these requirements, County will require Subrecipient to develop and execute a corrective action plan. Subrecipient's failure to comply with this policy may subject Subrecipient to suspension or termination of this Subaward, denial of access to County information technology resources and/or other remedies which are deemed appropriate by County.

9.17.9 Software Maintenance and Operational Management

9.17.9.1 Subrecipient shall deploy up-to-date anti-virus software with current definitions on all computer systems on which County Information Assets are stored and/or transmitted.

9.17.9.2 Subrecipient and its Lower Tier Subrecipient shall ensure that all security patches, software updates/upgrades, etc. are applied to all computer systems on which County Information Assets are stored and/or transmitted.

9.17.9.3 Subrecipient shall deploy adequate back-up facilities to ensure that its essential business information can be promptly recovered in the event of a disaster or media failure.

9.17.9.4 Subrecipient shall ensure that its operating procedures are adequately documented and designed to protect information, computer media and data from theft and unauthorized access.
9.17.10 Access Control

9.17.10.1 Subrecipient shall implement formal procedures to control access to its systems, services and data, including, but not limited to, user account management procedures and other controls as outlined in this Subparagraph 9.17. Subrecipient shall ensure that network access to both internal and external networked services shall be controlled through the use of properly configured firewalls, etc. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization and event logging. Applications will include access control to limit user access to information and application system functions. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Subrecipient shall record, review and act upon all events in accordance with incident response policies set forth herein.

9.17.10.2 Subrecipient shall develop, implement and enforce/maintain a password policy which requires users who are authorized to access confidential County Information Assets on electronic media to: create a strong complex password containing at least eight (8) characters, which shall include upper and lower case letters, digits and symbols; and, change his/her password at a minimum every ninety (90) days, etc.

9.17.10.3 Subrecipient shall develop, implement and enforce/maintain a password policy which provides for the following system requirements: when user changes his/her password, the system shall restrict user from re-using any of the last six (6) passwords; the system will lock itself after a minimum of three (3) to a maximum of five (5) failed logon attempts made by user within a thirty (30) minute time frame; and, the system will either lock itself or log off user after thirty (30) minutes of inactivity.

9.17.11 Personnel and Contractor Protections

9.17.11.1 Subrecipient shall screen and conduct background checks on all Subrecipient personnel exposed to confidential County Information Assets. Subrecipient shall require its employees and Lower Tier Subrecipient(s) to sign an appropriate written confidentiality/non-disclosure agreement. All Lower Tier Subawards requiring access to Subrecipient's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities
maintenance), shall specifically address security risks, controls and procedures for information systems. Subrecipient shall supply each of its employees with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. Subrecipient shall have an established set of procedures to ensure Subrecipient employees promptly report actual and/or suspected breaches of security.

9.17.12 County’s Security Audit

9.17.12.1 At County’s sole discretion, County or its designee may annually, or more frequently, conduct a security audit to determine Subrecipient’s adherence to the requirements outlined in this Subparagraph 9.17.

9.17.12.2 County’s security audit may include, but is not limited to, a review of the following elements, which shall be provided by Subrecipient upon County’s request: a report on Subrecipient’s encryption of all electronic media; Subrecipient’s report verifying County’s written authorization for data destruction along with documented certification of such destruction; and, Subrecipient’s written assurance indicating that Subrecipient enforces security measures to control physical access (i.e., access to premises) and electronic access (i.e., access to electronic media) to County Information Assets.

9.17.13 Security Incident Reporting

9.17.13.1 A security incident occurs when County Information Assets are or reasonably believed to have been accessed, modified, destroyed or disclosed without proper authorization or are lost or stolen. A security incident includes (but is not limited to) instances in which Subrecipient employees access systems in excess of their user rights or use the systems inappropriately, data is breached, etc. Subrecipient and its Lower Tier Subrecipient must comply with California Department of Aging’s security incident reporting procedure which is available online at http://Aging.ca.gov/Information_Security_and_Privacy.

9.17.13.2 Notification of Security Breach to County

9.17.13.2.1 Subrecipient must immediately report all security incidents to County’s Program Manager but in no event shall the report be made more than two (2) business days after
its detection. Subrecipient shall initiate the contact by telephone and followed by written letter of any potential or actual security attacks or security incidents.

9.17.13.2.2 Subrecipient’s notification of the security incident shall include the approximate date and time of its occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence.

9.17.13.3 Notification of Security Breach to Clients

9.17.13.3.1 Subrecipient and its Lower Tier Subrecipient shall give written notice to any Client or data subject whose confidential, sensitive and/or personal identifying information may have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

9.17.14 Electronic Backups

9.17.14.1 Subrecipient and its Lower Tier Subrecipient shall ensure that all electronic County Information Assets are protected by performing regular backup of automated files and databases, and ensure the availability of County Information Assets for continued business. Subrecipient and its Lower Tier Subrecipient shall ensure that all data, files and backup files are encrypted.

9.17.15 Cloud Storage

9.17.15.1 Subrecipient and its Lower Tier Subrecipient(s) may not utilize cloud storage of County Information Assets without the prior express written authorization of County, after a review of the cloud service by County or its designee(s).

9.17.16 Hardware Return

9.17.16.1 Upon termination or expiration of this Subaward or at any time upon County’s request, Subrecipient will return all hardware provided by County or purchased by Subrecipient using Subaward Sums. Subrecipient shall not alter or modify such hardware. Subrecipient shall physically seal the hardware and return it to County via a bonded courier or as otherwise directed by County in accordance with Exhibit S (Purchase,
Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).

9.17.16.2 In the event that the hardware contains confidential County Information Assets and is owned by Subrecipient or its Lower Tier Subrecipient, Subrecipient shall send a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction and the company or individual who performed the destruction to County's Program Manager within fifteen (15) days of termination or expiration of this Subaward or at any time upon County's request. Subrecipient's destruction or erasure of Personal Information, Protected Health Information and Medical Information shall be in compliance with industry best practices as outlined in NIST SP 800-88 (Guidelines for Media Sanitization).

9.17.17 Subrecipient shall ensure that its Lower Tier Subrecipient(s) adheres to all of the provisions included in this Subparagraph 9.17.
AGREEMENT NO.: 21-117

THIS AGREEMENT is made and entered into this __16th____ day of March __2021__, by and between the CITY OF INGLEWOOD (the "City"), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and BATEMAN COMMUNITY LIVING, LLC, dba TRIO COMMUNITY MEALS, (the "Contractor") a Delaware corporation located at 10 Canebrake Blvd. Suite 120, Flowood, Mississippi 39232.

RECITALS

WHEREAS, since 1975, the City of Inglewood (City) has received grant funds through the County of Los Angeles WDACS (formerly Los Angeles County Community and Senior Services), Area Agency on Aging (AAA) - Older Americans Act (OAA) Grant of 1965, to operate the Elderly Nutrition Program (ENP), a.k.a. Senior Meals Program; and

WHEREAS, on April 16, 2019, the City Council approved an Agreement with Bateman Community Living LLC (now known as TRIO Community Meals) in the amount of $779,298 per year, for catering services for the ENP from April 16, 2019, through on June 30, 2020. This Agreement with TRIO expired on June 30, 2020; and

WHEREAS, on June 23, 2020, the City Council approved a Subaward between WDACS, in the amount of $479,500 for provision of the ENP from July 1, 2020, through June 30, 2021; and

WHEREAS, again on June 23, 2020, the City Council approved Staff Report "COVID-19 Grant Funding Allocation for the Elderly Nutrition Program and Payment Authorization for TRIO Community Meals", which included authorization for payment of additional invoices for TRIO for the period of July 1, 2020, through September 30, 2020; and

WHEREAS, Whereas, on August 17, 2020, the City sent out a Request for Proposals to identify a vendor to provide meals for the ENP, and received two responses by the due date of September 9, 2020, which Staff reviewed and determined did not meet the City's requirements; and

WHEREAS, on August 25, 2020, the City Council approved an agreement with TRIO in an amount not-to-exceed $150,000 for the time period of August 25, 2020, through
September 30, 2020, inclusive, and rescinded the City Council approval of June 23, 2020, to pay invoices for services covering August 25, 2020, to September 30, 2020, inclusive; and

WHEREAS, on October 6, 2020, the City Council approved Amendment One to the Subaward, allocating additional funding in the amount of $219,000 from the Chief Executive Officer (CEO) Coronavirus Aid, Relief, and Economic Security (CARES) Act, and $229,000 from the California Department of Aging (CDA) CARES Act, for a total of $448,000 of additional funding; and

WHEREAS, on October 9, 2020 the City reissued a Request for Proposals to identify a vendor to provide meals for the ENP. On December 3, 2020, the City deemed the RFP void due to technical issues with the RFP’s evaluation process; and

WHEREAS, on October 27, 2020, the City Council approved Amendment Two to the Subaward, allocating additional funding in the amount of $600,000 from the Chief Executive Officer (CEO) Coronavirus Aid, Relief, and Economic Security (CARES) Act; and

WHEREAS, on November 10, 2020, the City Council approved Staff Report “Gap Agreement with Bateman Community Living LLC dba TRIO Community Meals” and authorized the payment of additional invoices from TRIO for services covering October 1, 2020, through November 13, 2020, in an amount not to exceed $330,000. Additionally, the City Council approved an agreement with TRIO in an amount not-to-exceed $470,000 for the time period of November 14, 2020, through and including December 31, 2020; and

WHEREAS, on December 8, 2020, the City Council approved Amendment Three to the Subaward, allocating additional funding in the amount of $225,000 from the Chief Executive Officer (CEO) Coronavirus Aid, Relief, and Economic Security (CARES) Act; and

WHEREAS, on December 7, 2020, the City issued RFP-0162 to identify a vendor and the Contractor was selected; and

WHEREAS, the Contractor holds itself out as capable and competent to provide such professional consulting services as the City requires.

NOW, THEREFORE, the City and the Contractor (collectively referred to as the “Parties,” and individually as the “Party”) hereto mutually agree as follows:
ARTICLE 1 – SCOPE OF SERVICES

The Contractor agrees to:

1. Provide certain services in accordance with Exhibit “A,” the City’s RFP-0162, and Exhibit “B,” Contractor’s proposal. Each Exhibit is incorporated herein by this reference as if set forth in full. In the event of a conflict, or ambiguity, or inconsistency, the order of precedence shall be:
   a. This Agreement shall prevail over Exhibit “A;”
   b. Exhibit “A,” shall prevail over Exhibit “B.”

2. Provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services contemplated by this Agreement.

3. Agree to comply with and be bound by all:
   a. Applicable federal, state, county, local laws, rules and regulations; and
   b. Relevant duties and responsibilities of the “Lower Tier Subrecipient” as required by Subaward No.: ENP202107, and any amendments, between the County of Los Angeles and the City.

4. Agree that the City shall not supervise or control the Contractor’s methods, means, safety, techniques, sequences or procedures of performing the Contractor’s work.

5. Be exclusively responsible for any and all business taxes, employment taxes, income taxes and any other applicable federal, state or local taxes, including social security taxes, state disability insurance compensation, unemployment compensation, and payroll deductions, if any, in connection with the services contemplated hereunder.

6. Obtain, at its own expense, all necessary licenses, and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement.

7. Mutually agree that the City is relying upon the skills of the Contractor. The Contractor also agrees to perform all services contemplated by this Agreement in a first-class manner and shall conform to the highest and best professional
standards of quality observed by a person practicing in the Contractor’s profession.

ARTICLE 2 – CITY’S DUTIES

The City hereby promises to provide all access, data, documents, information, and records reasonably within its possession or control as are necessary for the Contractor to perform the services contemplated by this Agreement.

ARTICLE 3 – TERM

The Term of this Agreement shall start on March 29, 2021, and shall terminate 11:59 p.m. March 28, 2022 unless extended or terminated earlier. The City may extend this Agreement for three additional years, but in one year increments for a maximum total Term of 4 years.

ARTICLE 4 – COMPENSATION

1. The Contractor shall be paid a not-to-exceed amount of seven hundred ninety-five thousand six hundred dollars ($795,600) per contract year, consistent with Exhibit “B,” and which services are faithfully performed. Exhibit “B.”

2. The Contractor shall invoice the City every thirty (30) calendar days for services contemplated hereunder and which have been completed within that thirty (30) day period.

3. Fees in Article 4 of this Agreement represent full compensation for the Contractor’s services rendered and include all compensation for any expenses incurred by the Contractor for providing services including but not limited to travel, lodging, food, clerical, photo copying, telephone, and any other related expenses.

4. The Contractor shall invoice the City within ten (10) working days after the termination of this Agreement. The City shall pay the Contractor in the ordinary course of City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing the Contractor’s invoices.

5. All invoices shall contain:

   a. date of invoice;
b. sequential invoice number;
c. City Agreement number;
d. project code number and title;
e. description of services billed under this invoice;
f. position title and hours worked;
g. total amount for invoiced services;
h. total amount billed to date;
i. total amount remaining on the Agreement, and total Agreement amount.

6. The Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

7. Neither the Contractor, nor any of the Contractor's officers, employees, or agents, shall obtain rights to retirement, health care, or any other benefits which may otherwise accrue to the City's employees. The Contractor expressly waives any claim the Contractor may have to any such rights. The Contractor agrees to purchase its own worker's compensation insurance for California.

8. The Contractor agrees that, should work be performed outside the Scope of Services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim against the City for reimbursement.

ARTICLE 5 – TERMINATION

1. This Agreement shall be subject to termination by the City at its sole discretion for convenience; or if it encounters conditions during the work contemplated hereunder that make it impossible or impracticable to proceed; or if the City is prevented from proceeding with the Agreement by law or by official action of a public authority; or if there is an unavailability of City Funds; or if the Contractor violates any material provisions of this agreement; or if the Contractor fails to provide the services required.
of this Agreement in a satisfactory manner as determined by the Public Works Director.

2. In the event of the City’s termination of this Agreement due to no fault or failure of performance by the Contractor, the City shall pay the Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall the Contractor be entitled to receive more than the amount that would be paid to the Contractor for the full performance of the Services required by this Agreement. The Contractor shall have no other claim against the City by reason of such termination, including any claim for compensation.

ARTICLE 6 – NOTICES

Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, when properly addressed, posted and deposited in the United States mail addressed to the respective Parties as follows:

CITY:
Aisha L. Thompson,
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, California 90301-1750

CONTRACTOR:
Bateman Community Living, LLC dba Trio Community Meals
300 South Tyron Street
Suite 400
Charlotte, North Carolina 28202

WITH COPY TO:
Sabrina Barnes, Director
Parks, Recreation and Library Services
One Manchester Boulevard
Inglewood, California 90301-1750

SERVICE OF PROCESS
Corporate Creations Network, Inc.
4640 Admiralty Way, 5th Floor
Marina Del Rey, California 90292

ARTICLE 7 – INSURANCE REQUIREMENTS

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
Minimum Scope of Coverage

Coverage shall be at least as broad as indicated below:

1. Insurance Service Office Commercial General Liability coverage (occurrence form CG 00 01 11 85 or 11 88).
2. Insurance Service Office Form Number CA 00 01 06 92 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

The Contractor shall maintain these policies during the course of this Agreement and shall cause all parties supplying services, labor, or materials to maintain the following insurance in amounts not less than those specified below:

1. General Liability (including operations, products and completed operations):
   $4,000,000 per occurrence for bodily injury, personal injury, and property damage.
   If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: $1,500,000 per accident for bodily injury or property damage.
3. Workers Compensation: $1,000,000 per accident for bodily injury or disease.
4. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million dollars ($2,000,000) per claim and two million dollars ($2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
5. Privacy and Network Security Coverage: Insurance coverage providing protection against liability for privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs); system(s) breaches; denial or loss of Service; introduction, implantation or spread of malicious software code; and, unauthorized access to or use of computer systems with limits of not less than one point five million dollars ($1,500,000). No exclusion/restriction for unencrypted portable devices/media may be on the policy.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Inglewood City Attorney’s office. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respects to the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Inglewood City Attorney’s Office guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Other Insurance Provisions

The general liability policy and automobile liability policy are to contain, or be endorsed to contain, the following provisions:

1. The City of Inglewood, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General insurance, liability coverage can be provided in the form of an endorsement to the Contractor’s insurance, or as a separate owner’s policy (forms CG 20 10 11 85 or CG 20 26 11 85).

2. For any claims related to this project, the Contractor’s insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers,
officials, employees, or volunteers shall be in excess of the Contractor’s insurance
and shall not contribute to it.

3. Each insurance policy required by this clause shall be endorsed to state that
coverage shall not be canceled by either Party, except after thirty (30) days prior
written notice has been given to the City by certified mail, return receipt requested.

4. Coverage shall not extend to any indemnity coverage for the active negligence of
the additional insured in any case where an agreement to indemnify the additional
insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than
A, VII.

Verification of Coverage

The Contractor shall furnish the City of Inglewood with original certificates and
amendatory endorsements affecting coverage required by this clause. All certificates and
endorsements are to be received and approved by the Inglewood City Attorney’s Office before
work commences. The City reserves the right to require complete, certified copies of all
required insurance policies, including endorsements affecting the coverage required by these
specifications at any time.

Subcontractors

The Contractor shall include all subcontractors as insureds under the Contractor’s own
policies, or shall provide the City with each subcontractor’s separate evidence of insurance
coverage. The Contractor shall be responsible for verifying that each subcontractor complies
with the Required Insurance provisions herein, and shall require that each subcontractor name
the City and the Contractor as additional insureds on the subcontractor’s General Liability
policy. The Contractor shall obtain the City’s prior review and approval of subcontractor
request for modification of the Required Insurance.

ARTICLE 8 – INDEMNIFICATION

1. The Contractor shall indemnify and hold harmless the City and its officers, employees
and volunteers from and against all claims, damages, losses and expenses including
attorney fees arising out of the performance of the work described herein, to the
extent caused in whole or in part by any negligent act or omission, recklessness or
willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly
employed by any of them or anyone for whose acts any of them may be liable, except
where caused by the active negligence, sole negligence, or willful misconduct of the
City.

2. If any action or proceeding is brought against Indemnities by reason of any of the
matters against, which the Contractor has agreed to indemnify Indemnities as
provided above, the Contractor, upon notice from the City, shall defend Indemnities at
the Contractor’s expense by counsel acceptable to the City, such acceptance not to be
unreasonably withheld. Indemnities need not have first paid for any of the matters to
which Indemnities are entitled to indemnification in order to be so indemnified. The
insurance required to be maintained by the Contractor under this Article shall ensure
the Contractor’s obligations under this section, but the limits of such insurance shall
not limit the liability of the Contractor hereunder. The provisions of this Article shall
survive the expiration or earlier termination of this Agreement and shall exist for four
(4) years beyond the termination or completion of the Contractor’s work.

ARTICLE 9 – AUDIT

The Contractor shall maintain any and all records or documents pursuant to this
Agreement, and the same shall be made available for inspection, audit, and copying, at any
time during regular business hours, upon written request by the City or its designated
representatives. Copies of such documents or records shall be provided directly to the City for
inspection, audit, and copying when it is practical to do so; otherwise, unless an alternative is
mutually agreed upon, such documents and records shall be made available at the City’s
address indicated for receipt of notices in this Agreement.

ARTICLE 10 – BOOKS AND RECORDS

The Contractor shall maintain any and all documents and records demonstrating or
relating to the Contractor's performance of services pursuant to this Agreement. The Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by the Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to audits of public agencies and their expenditures.

ARTICLE 11 – OWNERSHIP OF DOCUMENTS

All documents provided by the City to the Contractor to assist in the provision of the services contemplated by this Agreement, as well as all documents prepared, developed or discovered by the Contractor in the course of providing any services pursuant to this Agreement including but not limited to plans, drawings, sketches, original studies, surveys, reports, data, notes, computer files, files and all other documents are and shall remain the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, the Contractor shall give the City all such documents, including but not limited to plans, drawings, sketches, original studies, surveys, reports, data, notes, computer files, files and all other such documents. All plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work or termination of the Agreement.

ARTICLE 12 – INDEPENDENT CONTRACTOR

The Contractor enters into this Agreement as an independent contractor and not as an employee of the City. The Contractor shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the
Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against the Contractor by any such employees, agents, contractors, or subcontractors, or any other person resulting from performance of this Agreement. The City shall not have the right to direct and control the manner and means in which the Contractor carries out the work contemplated by this Agreement. The City shall not train nor provide instruction to the Contractor for the carrying out of the services contemplated by this Agreement.

ARTICLE 13 – NON-ASSIGNABILITY

The expertise and experience of the Contractor are material considerations for this Agreement. The City has an interest in qualifications of and capability of the Contractor which will fulfill the duties and obligations imposed under this Agreement. In recognition of that interest, the Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of the Contractor’s duties or obligations under this Agreement without the prior written consent of the City. Any attempted unauthorized assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling the City to any and all remedies at law or in equity, including summary termination of this Agreement. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or novation, without prior written approval of the City.

ARTICLE 14 – EQUAL EMPLOYMENT

The Contractor agrees that during the performance of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status.

ARTICLE 15 – CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment, or modification to this Agreement shall be effective unless in writing and signed by the Parties hereto.

///
ARTICLE 16 – SEVERABILITY

In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a material term in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent the scope or breadth is permitted by law.

ARTICLE 17 – WAIVER

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Contractor shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 18 – ENTIRE AGREEMENT

This Agreement is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the Contractor and the City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties or their authorized representatives.

ARTICLE 19 – GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United
States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ARTICLE 20 – MISCELLANEOUS

The Parties waive any benefits from the principle of contra proferentem and interpreting ambiguities against drafters. No Party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each Party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties hereto.

Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

[Signature]
James T. Butts, Jr.,
Mayor

BATEMAN COMMUNITY LIVING,
LLC, dba TRIO COMMUNITY MEALS

[Signature]
John Kirk,
Managing Director

ATTEST:

[Signature]
Aisha L. Thompson,
City Clerk

APPROVED AS TO FORM:

[Signature]
Kenneth R. Campos,
City Attorney
# Certificate of Liability Insurance

**Certification Date:** 9/1/2021

**Insured:** Bohemian Community Living LLC
- 1364 714
- U.S.A.
- 3020
- Peat MS 39208

**Producer:** Lockton Companies
- 2280 Peachtree Road NE, Suite #250
- Atlanta GA 30305
- (404) 460-3600

**Certificate Number:** 17360736

**Revision Number:** XXXXXX

**Type of Insurance:** Commercial General Liability

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<th>Description</th>
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<td>$2,000,000, $1,000,000, $5,000</td>
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**Coverage Holder:**
- Jeffrey A. Lewis
- Digitally signed by Jeffrey A. Lewis
- Date: 2021-03-11
- 08:56:51 -08'00"

**Description of Operations / Locations / Vehicles (ACORD 104):**

- Workers Compensation and Employers Liability:
- Any other classification of exposure (limited to 10 exposures)
- Liquor Liability:

**Cancellation:**

- Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

- [Signature]

---

**ACORD 25 (2016/03)**

The ACORD name and logo are registered marks of ACORD.
The $4 million dollar limit requirement can be met by a combination of the General liability and Umbrella liability policies.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured: ELIOR INC
DBA ELIOR NORTH AMERICA

Endorsement Effective Date: 03-01-2020

SCHEDULE

Name Of Person(s) Or Organization(s):
ALL WRITTEN CONTRACTS OR AGREEMENTS PROVIDED SUCH WAS MADE PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in:

(1) Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms; or

(2) Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

(1) The person or organization is a Named Insured under such other insurance; and

(2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. The Who Is An Insured provision of Covered Autos Liability Coverage is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. The most we will pay on behalf of the additional insured is the lesser of the amount payable under the Limit of Insurance for Covered Autos Liability Coverage or the amount of insurance required by the contract or agreement.

C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the COMMERCIAL AUTO COVERAGE FORM to which this endorsement is attached.
E. Changes In Conditions
The Conditions are changed for Uninsured Motorists Coverage as follows:

1. Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

   b. When coverage provided under a certificate of self-insurance is available, any motor vehicle liability insurance or uninsured motorists coverage we provide will be on a primary basis unless otherwise agreed to by the self-insurer.

   c. If the coverage under this Coverage Form is provided:

     (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

     (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are changed by adding the following:

   a. If a "stolen vehicle" or a hit-and-run or phantom vehicle is involved, the Named Insured or someone on that Named Insured's behalf shall report the "accident" to the appropriate law enforcement agency within 72 hours of the "accident".

   b. If a "stolen vehicle" is involved, you or someone on your behalf must cooperate with the appropriate law enforcement agency in the prosecution of the theft of the vehicle.

   c. Promptly send us copies of the legal papers if a "suit" is brought.

   d. A person seeking coverage from a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" and allow advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph b. of the definition of "uninsured motor vehicle".

3. Legal Action Against Us is replaced by the following:

   Legal Action Against Us

   a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

   b. No cause of action shall accrue to an "insured" under this coverage unless within two years from the date of the "accident":

     (1) Agreement as to the amount due under this Coverage Form has been concluded;
ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT OR AGREEMENT WITH YOU

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. The type and amount of insurance provided the additional insured does not exceed that required by the written contract or agreement, subject to your policy provisions and limits of liability. The most we will pay on behalf of the additional insured is the lesser of the amount payable under Section III - Limits Of Insurance or the amount of insurance required by the contract or agreement.

C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the Commercial General Liability Coverage Part to which this endorsement is attached.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the OTHER INSURANCE Condition and supersedes any provision to the contrary:

PRIMARY AND NONCONTRIBUTORY INSURANCE

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies
3230 Peachtree Road NE, Suite #250
Atlanta GA 30305
(404) 460-3600

INSURED
1408124
Community Living LLC
DBA TRIO Community Meals
100 Valley Dr
Pearl MS 39232

COVERAGES

<table>
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<tr>
<th>INSURER</th>
<th>NAME</th>
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CERTIFICATE NUMBER: 16568061
REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required). THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. Re: City of Ingleswood

CERTIFICATE HOLDER

<table>
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<th>City of Ingleswood</th>
<th>9/1/2020</th>
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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**COVERSAGES**

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 107). Additional Remarks Schedule, may be attached if more space is required.**

This certificate supersedes all previously issued certificates for this holder, applicable to the carriers listed and the policy term(s) referenced.

Re: City of Inglewood

**CERTIFICATE HOLDER**

16469635
City of Inglewood
8th Fl, City Hall
One Manchester Blvd.
Inglewood CA 90301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
CERTIFICATE OF LIABILITY INSURANCE

10/4/2020

PRODUCER
Lockton Companies
3280 Peachtree Road NE, Suite #250
Atlanta GA 30309
(404) 460-3600

INSURED
Bateson Community Living LLC
EXECUTIVE OFFICE
100 Valley Dr
Pearl MS 38243

COVERAGES
CERTIFICATE NUMBER: 16469637

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

This certificate supersedes all previously issued certificates for this holder, applicable to the carriers listed and the policy term(s), referenced. Re: City of Inglewood

CITY OF INGLEWOOD
City of Inglewood
8th and City Hall
One Manchester Blvd.
Inglewood CA 90301

CERTIFICATE HOLDER
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

16469637

City of Inglewood
8th At City Hall
One Manchester Blvd.
Inglewood CA 90301

ACORD 25 (2018/03)

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**EVIDENCE OF COMMERCIAL PROPERTY INSURANCE**

**THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW.**

**THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT constitute A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.**

**PRODUCER NAME**
Lockton Companies
3220 Peachtree Road NE, Suite #250
Atlanta GA 30305

**COMPANY NAME AND ADDRESS**
Travelers Property Casualty Co of America
5665 Corporate Center Drive, Suite 100
St. Louis MO 63141

**NUMBER**
25674

**FAX**
(404) 460-6309

**E-MAIL ADDRESS**

**STATE**

**TAX ID NUMBER**

**AGENCY CUSTOMER ID #**

**POLICY TYPE**
Property

**POLICY NUMBER**
KTJ-CMB-0R98571-7-20

**EXPIRATION DATE**
9/1/2021 (CONTINUED UNTIL TERMINATED IF CHECKED)

**PROPERTY INFORMATION (ACORD 101 may be attached if more space is required)**

**LOCATION/DESCRIPTION**

**THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

**COVERAGE INFORMATION**

<table>
<thead>
<tr>
<th>AMOUNT OF INSURANCE</th>
<th>BASIC</th>
<th>BROAD</th>
<th>SPECIAL</th>
<th>DED</th>
</tr>
</thead>
<tbody>
<tr>
<td>$80,000,000</td>
<td></td>
<td></td>
<td></td>
<td>25,000</td>
</tr>
</tbody>
</table>

**BUSINESS INCOME**

**RENTAL VALUE**

**BLANKET COVERAGE**

**TERRORISM COVERAGE**

**IS THERE A TERRORISM SPECIFIC EXCLUSION?**

**IS DOMESTIC TERRORISM EXCLUDED?**

**LIMITED FUNGUS COVERAGE**

**FUNGUS EXCLUSION (If "YES", specify organization's form used)**

**REPLACEMENT COST**

**AGREED VALUE**

**COMPENSATION**

**EQUIPMENT BREAKDOWN (If Applicable)**

**ORDINANCE OR LAW**

- Coverage for loss to undamaged portion of bldg
- Demolition Costs
- Less Cost of Construction

**EARTH MOVEMENT (If Applicable)**

**FLOOD (If Applicable)**

**WIND / HAIL INCL**

**NAMED STORM INCL**

**PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS**

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**ADDITIONAL INTEREST**

**NAME AND ADDRESS**

712644
City of Inglewood
8th Flr, City Hall
One Manchester Blvd.
Inglewood CA 90301

**AUTHORIZED REPRESENTATIVE**

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EVIDENCE OF COMMERCIAL PROPERTY INSURANCE REMARKS - Including Special Conditions (Use only if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THE HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERMS REFERENCED.

Re: City of Inglewood
All Other Perils deductible for the following locations: $100,000
1. 100 Valley Dr. Pearl, MS 39208
2. 4135 Birney Ave. Moosic, PA 18507
3. 5420 St. Charles Rd. Berkeley, IL 60163
4. 5600 First Ave. (Bldg C) Brooklyn, NY, 11220
5. 5469 Ferguson Dr. Commerce, CA, 09922

Earthquake:
California Locations - $3,000,000 Per Occurrence/Annual Aggregate Limit -
5%/500,000 Minimum Deductible
Pacific Northwest and New Madrid Earthquake Territory - $3,000,000 Per
Occurrence/Annual Aggregate - 5%/500,000 Minimum Deductible High Hazard
Counties & $100,000 Moderate Counties
All Other Locations (including 100 Valley Dr., Pearl, MS location) - $25,000,000 Per
Occurrence/Annual Aggregate Limit - $100,000 Deductible

Flood:
Special Flood Hazard Areas - $5,000,000 Per Occurrence/Annual Aggregate Limit -
$500,000 Building/$500,000 Personal Property/$250,000 Business Income Deductible
5600 First Ave., Brooklyn, NY Location - $1,000,000 Per Occurrence/Annual Aggregate
Limit - $500,000 Building/$500,000 Personal Property/$250,000 Business Income
Deductible
All Other Locations (including 100 Valley Dr., Pearl, MS location) - $25,000,000 Per
Occurrence/Annual Aggregate Limit - $100,000 Deductible

Named Wind Storm Deductible:
Florida - 5%/500,000 Minimum in any one occurrence
All other Tier 1 areas - 5%/500,000 Minimum in any one occurrence
Bus Name: BATEMAN COMMUNITY LIVING LLC
DBA: TRIO COMMUNITY MEALS
Cust#: 256032
775 WOODLANDS PKWY
Prime address: STE 100
RIDGELAND MS 39157

Thank you for your payment!

Licensing Cust#: 256032, Activity: Business Tax Renewal

Amount: $1386.70
Charge Will Appear As: City of Inglewood - 2/9/2021
Payment Info: Visa****3272 - ID: 122476433

Business Tax Renewal

<table>
<thead>
<tr>
<th>Business Rate</th>
<th>Retail / General Services (B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Receipts</td>
<td>1256919.81</td>
</tr>
<tr>
<td>Office Expenses</td>
<td>0</td>
</tr>
<tr>
<td>I Agree</td>
<td>Y</td>
</tr>
<tr>
<td>Payment Receipt Date</td>
<td>02/09/2021</td>
</tr>
</tbody>
</table>
Request for Taxpayer Identification Number and Certification

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
   Elior, Inc.

2. Business names/disregarded entity name, if different from above
   Bateman Community Living, LLC dba TRIO Community Meals

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

   [ ] Individual proprietor or single-member LLC
   [x] C Corporation
   [ ] S Corporation
   [ ] Partnership
   [ ] Trust/estate

   Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership).
   Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   [ ] Exempt payee code (if any)
   [ ] Exemption from FATCA reporting code (if any)

Requestor's name and address (optional)

300 S. Tryon Street, Suite 400
Charlotte, NC 28202

Part I: Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to Get a TIN, later.

Social security number

[ ] [ ] [ ] [ ] [ ] [ ]

or

Employer identification number

2 6 2 2 2 3 4 8 0

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requestor for guidelines on whose number to enter.

Part II: Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions for Part II, later.

Sign Here

Signature of U.S. Person

[Signature]

Date

11/12/19

Form W-9 (Rev. 10-2018)
Attachment No. 4
THIS FIRST AMENDMENT TO AGREEMENT NO.: 21-117 is made and entered into this 22nd day of March, 2022, by and between the CITY OF INGLEWOOD (the "City"), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and BATEMAN COMMUNITY LIVING, LLC, dba TRIO COMMUNITY MEALS, (the "Contractor") a Delaware corporation located at 100 Valley Drive, Pearl, Mississippi 39208.

RECITALS

WHEREAS, since 1975, the City of Inglewood (City) has received grant funds through the County of Los Angeles WDACS (formerly Los Angeles County Community and Senior Services), Area Agency on Aging (AAA) - Older Americans Act (OAA) Grant of 1965, to operate the Elderly Nutrition Program (ENP), a.k.a. Senior Meals Program; and

WHEREAS, on March 16, 2021, the City approved Agreement No.: 21-117, with the Contractor for food services; and

WHEREAS, in accordance with the terms of the current agreement, the City may extend Agreement No.: 21-117 an additional year; and

WHEREAS, both Parties, by this Amendment One, desire to extend Agreement No.: 21-117 for an additional year; and

WHEREAS, the Contractor holds itself out as capable and competent to provide such services as the City requires; and

NOW, THEREFORE, the City and the Contractor (hereinafter collectively referred to as the "Parties") hereto mutually agree as follows:

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SECTION 1:

The Term of this Agreement shall be extended to 11:59, March 28, 2023, unless extended or terminated earlier. The City may extend this Agreement for two additional years, but in one-year increments.

SECTION 2:

The Contractor shall be entitled to an additional not-to-exceed amount of seven hundred ninety-five thousand and six hundred dollars ($795,600). The total not-to-exceed amount for Agreement No: No.: 21-117 to date is as follows:

<table>
<thead>
<tr>
<th>Agreement</th>
<th>Dollar</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Agreement</td>
<td>$795,600</td>
<td>$795,600</td>
</tr>
<tr>
<td>Amendment One</td>
<td>$795,600</td>
<td>$1,591,200</td>
</tr>
</tbody>
</table>

SECTION 3:

The insurance provision of Agreement No.: 21-117 shall be deleted in its entirety and replaced with the following:

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

Minimum Scope of Coverage

Coverage shall be at least as broad as indicated below:

1. Insurance Service Office Commercial General Liability coverage (occurrence form CG 00 01 11 85 or 11 88).
2. Insurance Service Office Form Number CA 00 01 06 92 covering Automobile Liability, Code 1 (any auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.


Minimum Limits of Insurance

The Contractor shall maintain these policies during the course of this Agreement and shall cause all parties supplying services, labor, or materials to maintain the following insurance in amounts not less than those specified below:

1. General Liability (Including operations, products and completed operations):
   $4,000,000 per occurrence for bodily injury, personal injury, and property damage.
   If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $2,000,000 per accident for bodily injury or property damage.

3. Workers Compensation: $1,000,000 per accident for bodily injury or disease.

4. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million dollars ($2,000,000) per claim and two million dollars ($2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

5. Privacy and Network Security Coverage: Insurance coverage providing protection against liability for privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs); system(s) breaches; denial or loss of Service; introduction, implantation or spread of malicious software code; and, unauthorized access to or use of computer systems with limits of not less than one point five million dollars ($1,500,000). No exclusion/restriction for unencrypted portable devices/media may be on the policy.

///
Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Inglewood City Attorney's office. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Inglewood City Attorney's Office guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Other Insurance Provisions

The general liability policy and automobile liability policy are to contain, or be endorsed to contain, the following provisions:

1. The City of Inglewood, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General insurance, liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy (forms CG 20 10 11 85 or CG 20 26 11 85).

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute to it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either Party, except after thirty (30) days prior written notice has been given to the City by certified mail, return receipt requested.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional
insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A, VII.

Verification of Coverage

The Contractor shall furnish the City of Inglewood with original certificates and amendatory endorsements affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Inglewood City Attorney’s Office before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

The Contractor shall include all subcontractors as insureds under the Contractor’s own policies, or shall provide the City with each subcontractor’s separate evidence of insurance coverage. The Contractor shall be responsible for verifying that each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the City and the Contractor as additional insureds on the subcontractor’s General Liability policy. The Contractor shall obtain the City’s prior review and approval of subcontractor request for modification of the required insurance.

SECTION 4:

Except as amended by this First Amendment, all exhibits, attachments all other terms and provisions of Agreement No.: 21-117 shall remain unchanged and in full force and effect.
SECTION 5:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date
and year first above written.

CITY OF INGLEWOOD

James T. Butts, Jr.
Mayor

BATEMAN COMMUNITY LIVING,
llc, dba TRIO COMMUNITY MEALS

John Kirk,
Managing Director

ATTEST:

Aisha L. Thompson,
City Clerk

APPROVED AS TO FORM:

Kenneth R. Campos,
City Attorney
Attachment No. 5
City of Inglewood  
Parks, Recreation & Community Services  
111 N. Locust Street  
Inglewood, CA 90301

Dear Bharat Devila

As we enter into this new year we truly appreciate our partnership with the City of Inglewood in providing meals for your Senior Nutrition Program.

For the last couple of years we have experienced inflation and food shortages at levels we have never seen in our industry. We have managed to control our cost and continue to provide quality service to our clients.

Our contract with City of Inglewood is due for our annual amendment/CPI increase. CPI Increase food away from home in LA County is at 5.7%. We are asking for a 5% increase for our meal rate.

Please review the pricing below and let us know if you approve? Upon approval, please send over your client driven amendment to be processed through our legal department for signature.

<table>
<thead>
<tr>
<th></th>
<th>Old</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meal Rate</td>
<td>$5.10</td>
<td>$5.35</td>
</tr>
</tbody>
</table>

Please let me know if you have any questions or concerns.

Thanks

Lisa Bishop
Regional Manager
Attachment No. 6
# Certificate of Liability Insurance

**Issuer:** Brown & Brown Inc.

**Address:**
- Minneapolis, MN 55402
- 80 South 8th Street, Suite 700
- Charlotte, NC 28202

**Coverages**

**Certificate Number:** 67959838

**Producer:** 1-612-333-3323

**Contact:** Dawn Heinemann or Angela Whirley

**Phone:** 612-333-3323

**Fax:** 612-373-7270

**Email:** eliorcerts@bbbrown.com

**Insurer (A):**
- SENTRY INS CO: 24998

**Insurer (B):**
- ACE PROP & CAS INS CO: 20669
- SENTRY CAS CO: 28460
- RIVI IND CO: 22314

**Date:** 02/28/2023

## Types of Insurance

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<thead>
<tr>
<th>Insuring Limits</th>
<th>Type of Insurance</th>
<th>Classification</th>
<th>Policy Number</th>
<th>Policy Eff/Exp Date</th>
<th>Limits</th>
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<tbody>
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<td>X Occur</td>
<td>X9018640005</td>
<td>09/01/22</td>
<td>2,000,000</td>
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<tr>
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<td></td>
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<td>DAMAGE TO RENTED PREMISES (At Assumed)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person)</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY</td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COM/POP AGG</td>
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<tr>
<td>A X</td>
<td>Auto Liability</td>
<td></td>
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<td>09/01/22</td>
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<td>09/01/22</td>
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<td></td>
<td>X9018840002 (OR, WI)</td>
<td>09/01/22</td>
<td>1,000,000</td>
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<td>D</td>
<td>Excess Auto Policy</td>
<td></td>
<td>9018840005</td>
<td>09/01/22</td>
<td>2,000,000</td>
</tr>
</tbody>
</table>

**Description of Operations/Locations/Vehicles:**

- Senior Nutrition Program. City of Inglewood its officials, employees, agents, County of Los Angeles, its officials, employees, agents are additional insured on a primary and non-contributory basis as respects general and automobile liability policies where required by written contract subject to the policy(s) terms and conditions. Waiver of subrogation applies in favor of the additional insured as respects general and automobile liability and workers compensation policies where required by written contract subject to the policy(s) terms and conditions. Umbrella liability policy sits over the underlying general liability policy to increase the limits to those required by contract. Sexual misconduct or abuse is not excluded on the general liability policy, subject to the policy terms and conditions.

**Certificate Holder:**

City of Inglewood

**Address:** 8th Floor, City Hall
One Manchester Blvd.
Inglewood, CA 90301

**USA**

**Authorized Representative:**

- Signed: [Signature]

**Cancellation:**

- Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**ACORD 25 (2016/03)**

The ACORD name and logo are registered marks of ACORD

**ddbeubr 67959838**
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. The Who Is An Insured provision of Covered Autos Liability Coverage is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. The most we will pay on behalf of the additional insured is the lesser of the amount payable under the Limit of Insurance for Covered Autos Liability Coverage or the amount of insurance required by the contract or agreement.

C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the COMMERCIAL AUTO COVERAGE FORM to which this endorsement is attached.
COMMERCIAL GENERAL LIABILITY
CG 71 24 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

1. Additional Insureds - Automatic Status for 12 Additional Insured Types
   A. Automatic Status When Required In Written Contract Or Agreement (for Acts or Omissions In The Performance of Your Operations)
   B. Lessor of Leased Equipment
   C. Owners or Other Interests From Whom Land Has Been Leased
   D. Manager or Lessor of Premise
   E. Mortgagee, Assignee, or Receiver
   F. Controlling Interest
   G. Co-owner Of Insured Premises
   H. Executors, Administrators, Trustees Or Beneficiaries
   I. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
   J. Any Person Or Organization You Are Performing Work For
   K. Vendors
   L. Grantor of Franchise

2. Primary and Noncontributory - Other Insurance Condition

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Additional Insureds - Automatic Status for 12 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Automatic Status When Required In Written Contract Or Agreement (for Acts or Omissions In The Performance of Your Operations)

1) A person or organization with respect to liability for:
   a. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or
   b. "Personal and advertising injury";

caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.
2) With respect to insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:

a. Legal, accounting or advertising services;

b. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;

c. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;

d. Engineering services, including related supervisory or inspection services;

e. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;

f. Any health or therapeutic service treatment, advice or instruction;

g. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;

h. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;

i. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

j. Body piercing services;

k. Services in the practice of pharmacy;

l. Law enforcement or firefighting services; and

m. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

B. Lessor of Leased Equipment

1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. Owners or Other Interests From Whom Land Has Been Leased

1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).

2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to lease that land;

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).
D. Manager or Lessor of Premise

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:
1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

E. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

F. Controlling Interest

1) Any person(s) or organization(s) with respect to their liability arising out of:
   a. Their financial control of you; or
   b. Premises they own, maintain or control while you lease or occupy these premises.

2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

G. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises coowned by you and covered under this insurance.

H. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

I. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
2) The construction, erection or removal of elevators; or
3) The ownership, maintenance or use of any elevators covered by this insurance.

J. Any Person Or Organization You Are Performing Work For

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1) In the performance of your ongoing operations; or
2) In connection with your premises owned by or rented to you.

K. Vendors

1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:
a. The insurance afforded to such vendor only applies to the extent permitted by law; and
b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

L. Grantor of Franchise

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you. However:

1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to such additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

If there is any difference in coverage afforded to an additional insured in this endorsement and
that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.
# Certificate of Liability Insurance

**Producer:**
Hays Companies, Inc.  
80 South 8th Street  
Suite 700  
Minneapolis, MN 55402

**Insured:**
Eilor, Inc. DBA: Eilor North America  
Batemann Community Living LLC, dba TRIO Community Meals  
100 Valley Drive  
Pearl, MS 38238

**Insurer(s) Affording Coverage:**
National Union Fire Insurance Company of Pittsburgh, PA  
MNC # 19445

**Certificate Number:** 22-23 Cyber  
**Revision Number:**

### Coverages

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<tr>
<th>INSURER (LTH)</th>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL ENDW. WRT</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
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<td>[ ] RETENTION $</td>
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**Workers Compensation and Employers' Liability:**
- **Y/N:** Y  
- **LTH:** N/A  
- **Description of Operations below**

**A: Cyber Liability**

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<thead>
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<th>Policy No.</th>
<th>Policy Eff</th>
<th>Policy Exp</th>
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**Description of Operations LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):**

Evidence of insurance.

**Certificate Holder:**
City of Inglewood  
8th Floor, City Hall  
One Manchester Blvd, Englewood, CA 90301

**Cancellation:**

**Authorized Representative:**

© 1988-2015 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisos or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Hays Companies, Inc.
60 South 8th Street
Suite 700
Minneapolis MN 55402

INSURED

Ellor, Inc DBA Ellor North America
Bateman Community Living, LLC dba TRIO Community Meals
300 S. Tryon Street, Ste 400
Charlotte NC 28202

CONTACT NAME: Sydney Westmacott
PHONE: (612) 335-3323
EMAIL: Sydney.Westmacott@lbrown.com

INSURER A:
TDC Specialty Insurance Company
NAIC #: 34487

INSURER B:
The Hanover Insurance Company
NAIC #: 22292

COVERAGE

CERTIFICATE NUMBER: CL2322335815
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSURANCE</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXPIR (MM/DD/YYYY)</th>
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<td>AUTOMOBILE LIABILITY</td>
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<td>E.L. DISEASE - POLICY LIMIT</td>
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</table>

A: Professional Liability

MFP-02091-22-01
09/01/2022
09/01/2023
Limit
$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

B: Crime / Fidelity - BXK-1046199-03 - 9/1/2022-9/1/2023 - Limit of Liability $3,000,000

RE: Senior Nutrition Program. Evidence of Insurance.

CERTIFICATE HOLDER

City of Inglewood
8th Floor, City Hall
One Manchester Blvd.
Inglewood CA 90301

ACORD 25 (2016/03)

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<table>
<thead>
<tr>
<th>Additional Named Insureds</th>
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<tbody>
<tr>
<td>Other Named Insureds</td>
</tr>
<tr>
<td>Elior North America</td>
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</table>
EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME: Contact Person and Address
Hays Companies
IDS Center - Suite 700
80 South 8th Street
Minneapolis, MN 55402

PHONE (A/C, No. Ext.): 612-333-3325
(612-373-7270)

COMPANY NAME AND ADDRESS
Travelers Property Casualty Company of America

IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH

AGENCY CUSTOMER ID:

NAMED INSURED AND ADDRESS
Ellor, Inc., DBA Ellor North America
Preferred Meal Systems, Inc.
Bateman Community Living, LLC dba TRIO Community Meals
101 N. Tryon Street, Suite 528
Charlotte, NC 28202

ADDITIONAL NAMED INSURED(S)

PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required) BUILDING &/OR X BUSINESS PERSONAL PROPERTY

LOCATION/DESCRIPTION
RE: Senior Nutrition Program

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: $90,000,000

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<tr>
<th>PERILS INSURED</th>
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X BUSINESS INCOME RENTAL VALUE

BLANKET COVERAGE

TERRORISM COVERAGE

IS COVERAGE PROVIDED FOR "CERTIFIED ACTS" ONLY?

IS COVERAGE A STAND ALONE POLICY?

DOES COVERAGE INCLUDE DOMESTIC TERRORISM?

LIMITED FUNGUS COVERAGE

FUNGUS EXCLUSION (if "YES", specify organization's form used)

REPLACEMENT COST

AGREED AMOUNT

CONSURANCE

EQUIPMENT BREAKDOWN (if Applicable)

ORDINANCE OR LAW - Coverage for loss to undamaged portion of building

- Demolition Costs

- Inc. Cost of Construction

EARTHQUAKE (if Applicable)

FLOOD (if Applicable)

WIND / HAIL (if Separate Policy)

PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

MORTGAGEE

LENDERS LOSS PAYABLE

CONTRACT OF SALE

LOSS PAYEE

LENDER SERVICING AGENT NAME AND ADDRESS

NAME AND ADDRESS

City of Inglewood
8th Floor, City Hall
One Manchester Blvd, Inglewood, CA 90301

AUTHORIZED REPRESENTATIVE

ACORD 28 (2010/03) Page 1 of 2 © ACORD CORPORATION 2003-2016. All rights reserved. The ACORD name and logo are registered marks of ACORD
All Other Perils deductible for the following locations: $100,000 Deductible
   a. 100 Valley Dr., Pearl, MS 39208
   b. 39 Olympia Ave, Woburn, MA 01801
   c. 81 Highland Ave, Tarrytown, NY 10591
   d. 2659 S Shirlington Rd, Arlington, VA 22206

Earthquake:
   • Alaska, Hawaii, or Puerto Rico - $3,000,000 Per Occurrence/Annual Aggregate Limit – 5%/250,000 Minimum Deductible
   • California Locations - $3,000,000 Per Occurrence/Annual Aggregate Limit – 5%/250,000 Minimum Deductible
   • High Hazard Earthquake, Volcanic Eruption, Landslide and Mine Subsidence Areas - $3,000,000 Per Occurrence/Annual Aggregate – 5%/250,000 Minimum Deductible
   • Moderate Hazard Earthquake, Volcanic Eruption, Landslide and Mine Subsidence Areas – 2%/100,000 Minimum Deductible
   • All Other Locations (including 100 Valley Dr., Pearl, MS location) - $25,000,000 Per Occurrence/Annual Aggregate Limit - $100,000 Deductible

Flood:
   • 504 College Dr, Albany GA - $1,000,000 Per Occurrence/Annual Aggregate Limit – $100,000 Deductible
   • 39 Olympia Ave, Woburn MA - $1,000,000 Per Occurrence/Annual Aggregate Limit – $100,000 Deductible
   • Flood Zone A or Zones prefixed A - $5,000,000 Per Occurrence/Annual Aggregate Limit – $250,000 Deductible
   • Flood Zone V or Zones prefixed V – NOT COVERED
   • Anywhere else in the Policy Territory - $25,000,000 Per Occurrence/Annual Aggregate Limit – $100,000 Deductible

Named Windstorm Deductible:
   • High Hazard Wind Areas - 5%/250,000 Minimum in any one occurrence
   • Mississippi – 2%/250,000/ Minimum in any one occurrence
   • All other Tier 1 areas - $100,000 Minimum in any one occurrence