

MOTION BY SUPERVISOR HILDA L. SOLIS

February 15, 2022

**Restarting Efforts to Address Food Insecurity by Amending the ARPA Spending Plan**

On September 15, 2021, the Los Angeles County Board of Supervisors adopted a motion directing the Chief Executive Office (CEO) to continue conducting large-scale food distribution events for 60 days to address food insecurity and to report back in 30 days regarding level of need and plans for future events. On October 15, 2022, the CEO submitted a report in response to the September 15, 2021 motion, indicating that the demand still reminds, despite decreasing since the beginning of the pandemic. An indicator of food insecurity identified in the report was the number of food-related requests made to 2-1-1.

At the height of the pandemic, during the stay at home orders, 2-1-1 received up to 20,000 food related requests per month, and while those calls have dropped to 4,000 calls per month, we can safely say that if 4,000 people are stating a need for food through the County’s 2-1-1 information and referral service and nearly 1,000 people continued to attend each event at the end of 2021, then there continues to be a serious need to address food insecurity through food distribution events. While the Tranche 1 American Rescue Plan Act (ARPA) Coronavirus State and Local Government Fiscal Recovery

**MOTION**

SOLIS \_\_\_\_\_

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MITCHELL \_\_\_\_\_

Funds Spending Plan (Spending Plan), approved by the Board on July 27, 2021, includes \$32.6 million in funding for Food Resources and \$8.0 million in funding for Community Food Resource Grants, a set aside was not made for food distribution events. As the need for the food distributions is immediate and should not await the planning process for the Tranche 2 Spending Plan, we must adjust the Tranche 1 Spending Plan to meet the needs of our community today.

**I, THEREFORE, MOVE** that the Board of Supervisors direct the Chief Executive Office to:

1. Amend the Board approved Tranche 1 Spending Plan to include \$1,500,000 in funding for the Food Distribution program, which will be implemented by the Chief Sustainability Office. This increase will correspond with a \$1,500,000 reduction of funding for the Community Food Resource Grants program in the Board approved Tranche 1 Spending Plan.
2. Approve the attached budget adjustment that re-aligns \$1,500,000 of Federal ARPA revenue from the Community Food Resource Grants program, which was previously funded via ARPA's revenue loss provisions, to the Chief Sustainability Office to support the Food Distribution program.
3. Consider an allocation for the Food Distribution program as part of the Tranche 2 Spending Plan that will be presented to this Board in the coming months.
4. Consider an allocation of at least \$1,500,000 for the Community Food Resource Grants program as part of the Tranche 2 Spending Plan that will be presented to this Board in the coming months.

February 15, 2022

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

**AUDITOR-CONTROLLER:**

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

**ADJUSTMENT REQUESTED AND REASONS THEREFORE**

**FY 2021-22**

**3 - VOTES**

SOURCES		USES	
BOARD OF SUPERVISORS A01-BS-2000-10010 SERVICES & SUPPLIES <b>DECREASE APPROPRIATION</b>	<b>1,500,000</b>	PSS-INDIGENT AID A01-SS-90-90WQ-26300-26460 ARP - GENERAL GOVERNMENT SERVICES <b>DECREASE REVENUE</b>	<b>1,500,000</b>
BOARD OF SUPERVISORS A01-BS-90-90WK-10010 ARP - PROGRAMS <b>INCREASE REVENUE</b>	<b>1,500,000</b>	BOARD OF SUPERVISORS A01-BS-5500-10010 OTHER CHARGES <b>INCREASE APPROPRIATION</b>	<b>1,500,000</b>
<b>SOURCES TOTAL</b>	<b>\$ 3,000,000</b>	<b>USES TOTAL</b>	<b>\$ 3,000,000</b>

**JUSTIFICATION**

Reflects the re-alignment of \$1.5M of American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CLFRF) from the Community Food Resource Grants program, which was previously funded via ARPA's revenue loss provisions, to the Chief Sustainability Office to support the Food Distribution program.

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

**8 FEB 15 2022**

Digitally signed by Julia F Orozco  
DN: cn=Julia F Orozco, o=Chief Executive Office, ou=Economic  
Development, email=jorozco@ceo.lacounty.gov, c=US  
Date: 2022.02.09 16:04:48 -08'00'

**AUTHORIZED SIGNATURE**

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

CELIA ZAVALA  
EXECUTIVE OFFICER

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---

ACTION

RECOMMENDATION  
Digitally signed by Lan Sam  
BY **Lan Sam**  
Date: 2022.02.09 16:14:06 -08'00'

AUDITOR-CONTROLLER

APPROVED AS REQUESTED

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

**Anthony Baker**  
BY **Anthony Baker**  
Digitally signed by Anthony Baker  
Date: 2022.02.09 16:17:27 -08'00'

B.A. NO. **092**

DATE **Feb. 9, 2022**

DATE **Feb. 9, 2022**

AMERICAN RESCUE PLAN ACT OF 2021

AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND THE LOS ANGELES REGIONAL FOOD BANK

PURCHASE AND DISTRIBUTION OF FOOD TO COUNTY RESIDENTS

THIS AGREEMENT ("Agreement") is made and entered into on 5/12/2022 ("Effective Date") by and between the County of Los Angeles, through its Department of Sustainability, hereinafter referred to as "County", and Los Angeles Regional Food Bank ("Subrecipient"), with County and Subrecipient individually referred to as "Party" or collectively as "Parties."

**WHEREAS**, on March 4, 2020, the Chair of the County Board of Supervisors ("Board") proclaimed existence of a local health emergency regarding novel coronavirus ("COVID-19") in Los Angeles County;

**WHEREAS**, on March 11, 2021, the American Rescue Plan ("ARP") Act was signed into law, which amended Title IV of the Social Security Act 17 to add Section 603 establishing the Coronavirus State and Local Fiscal Recovery Fund ("SLFRF");

**WHEREAS**, County has received a direct payment of ARP Act funds from the Treasury, which may only be used to cover costs incurred beginning March 3, 2021 and ending December 31, 2024, with all payments made by December 31, 2026:

1. To respond to the public health emergency with respect to COVID-19 or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency;
3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year prior to the emergency; or
4. To make necessary investments in water, sewer or broadband infrastructure;

**WHEREAS**, the U.S. Treasury ("Treasury") has issued an Interim Final Rule 31 (Code of Federal Regulations ("CFR") Part 35), Compliance and Reporting Guidance SLFRF, and SLFRF Frequently Asked Questions that provide additional guidelines and instructions and apply equally to County and any contractors or subrecipients receiving ARP Act funds;

**WHEREAS**, on July 27, 2021, the County's Board adopted a spending plan ("Spending Plan") totaling \$975.0 million for COVID-19 related expenditures ("ARP Funds");

**WHEREAS**, on February 15, 2022 the County's Board authorized an allocation of up to \$1,500,000 to the Subrecipient for distribution for the purpose of purchasing and distributing food to County residents who have been impacted by COVID-19;

**WHEREAS**, on November 8, 2021 the County's Board delegated authority to the Chief Executive Officer ("CEO"), or designee, to execute agreements and any and all amendments under the ARP Spending Plan; and

**WHEREAS**, County seeks to enter into this Agreement with Subrecipient to reflect County's allocation of ARP Funds in the amount of \$1,500,000 to the Subrecipient for the purpose of carrying out part of the ARP award by responding to the negative economic impacts of the COVID-19 public health emergency, subject to all the conditions and restrictions required by the ARP Act.

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

**1.0 TERM OF AGREEMENT**

The term of this Agreement shall commence upon the Effective Date and shall continue until all of the Parties' obligations under this Agreement are fully satisfied, but in any event no later than December 31, 2026, unless sooner terminated or extended by County.

**2.0 ENTIRE AGREEMENT**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the complete and exclusive statement of understanding between the Parties and supersedes all previous agreements, written and oral, and all communications between the Parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless properly executed in accordance with this Agreement.

**3.0 USE OF ARP FUNDS**

**3.1 PROJECT FUNDS.** Subrecipient shall receive a portion of County's allocation of the ARP Funds up to \$1,500,000 ("Project Funds") to provide food assistance to County residents who have been impacted by COVID-19 ("Project") pursuant to Exhibit A, Project Description, Exhibit B, Pricing Schedule, and Exhibit C, Notice of Federal Subaward Information which are attached hereto and incorporated by reference, during the period that begins on March 3, 2021, and ends on December 31, 2026 ("Covered Period"). All Project Funds made to the Subrecipient are subject to the terms and conditions set forth in this Agreement and Exhibit D, American Rescue Plan Act Requirements, attached hereto and incorporated by reference. In no instance shall the County be liable for any costs in excess of this amount, nor for any unauthorized or ineligible costs or expenses.

3.1.1 Project Funds for the Project under this Agreement must be incurred by December 31, 2024, and any payments under this Agreement must be made by December 31, 2026.

3.1.2 Subrecipient shall invoice County only for the Project and other work specified in Exhibit A, Project Description, in accordance with the ARP Act, Treasury regulations, guidelines, and instructions, and this Agreement. Subrecipient's payments shall be as provided in Exhibit B, Pricing Schedule, and Subrecipient shall be paid only for work approved in writing by County. If County does not approve work in writing, no payment shall be due to Subrecipient for that work. Subrecipient shall submit monthly

invoices to County by the 15th calendar day of the month following the month of service. Subrecipient's invoices shall contain the information set forth in Exhibit A, Project Description, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. Invoices must comply with any requirements imposed by Exhibit D, American Rescue Plan Act Regulatory Requirements, including identification of any work using ARP Funds.

3.1.3 Subrecipient shall return Project Funds to County if County determines, in its sole discretion, any or all of the following occurs: (1) Subrecipient is unable to expend the Project Funds within the applicable deadlines provided herein; or, (2) Subrecipient has expended Project Funds not in accordance with this Agreement and the ARP Act, including but not limited to, current and subsequent Treasury rules, regulations, guidelines, and instructions, executive orders and other applicable laws (collectively "Treasury Laws and Regulations").

3.2 EXPENDITURES. Project Funds expenditures made by Subrecipient in connection with this Agreement shall be in strict compliance and conformity with Treasury Laws and Regulations. Project Funds expenditures incurred must be for activities responding to the COVID-19 public health emergency or its negative economic impacts.

3.3 ADMINISTRATION COSTS. Subrecipient agrees to refund any unused portion of the Project Funds, including any interest earned on the Project Funds, upon completion or termination of this Agreement, less any administration costs. Such administrative costs shall be in conformance with applicable Treasury Laws and Regulations and related provisions of the Federal Uniform Guidance, including, but not limited to, 2 CFR 200.414. Eligible indirect costs are based on:

3.3.1 The negotiated indirect cost rate ("NICRA") approved by its cognizant agency for the Fiscal Year application to this Agreement; or,

3.3.2 If Subrecipient has never received a negotiated indirect cost rate from a Federal Agency, a de minimis rate of ten percent (10%) of Modified Total Direct Costs ("MTDC") as defined in 2 CFR 200.68.

3.4 SOURCE AND APPROPRIATION OF ARP FUNDS. County's obligation is payable only and solely from ARP Funds appropriated through Treasury, and for the purpose of this Agreement. This Agreement will automatically terminate for convenience per the terms of this Agreement In the event the Board has not appropriated future ARP Funds for this Project. County will endeavor to notify Subrecipient in writing within ten (10) days of receipt of the non-appropriation notice.

3.5 IMPROPER USE OF ARP FUNDS. Subrecipient shall only use Project Funds in accordance with this Agreement and Subrecipient's improper use of Project Funds, as determined by CEO, or designee, shall constitute a material breach of contract upon which County, through its CEO, or designee, may cancel, terminate or suspend this Agreement.

#### 4.0 COMPLIANCE WITH LAWS

By entering into this Agreement and thereby accepting the allocation of Project Funds, the Subrecipient agrees to comply with and implement this Agreement in a manner satisfactory to the County and Treasury and consistent with all Treasury Laws and Regulations that may be required from time to time as a condition of the County providing the Project Funds, including but not limited to, all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement and Treasury Laws and Regulations.

**4.1** COUNTY LAWS. Subrecipient must comply with all County laws and policies, including, but not limited to Determinations of Contractor Non-Responsibility and Contractor Debarment (Los Angeles County Code 2.202), Zero Tolerance Policy on Human Trafficking, Jury Service Project (Los Angeles County Code 2.203), Commitment to Safely Surrendered Baby Law, and Child Support Compliance Project (Los Angeles County Code 2.200).

**4.2** LAWS, REGULATIONS AND GUIDELINES. This Agreement is subject to and incorporates the terms of the ARP Act; Treasury Laws and Regulations, 2 CFR Part 25, Universal Identifier and System for Award Management; as well as, 2 CFR Part 170, Reporting Subaward and Executive Compensation Information; 2 CFR Part 200, General Provisions (Subpart B), Pre-Federal Award Requirements and Contents of Federal Awards (Subpart C), Post Federal; Award Requirements (Subpart D), Cost Principles (Subpart E), and Audit Requirements for Federal Awards (Subpart F); County Auditor-Controller Contract Accounting and Administration Handbook; and, all amendments or successor laws, regulations, or guidelines thereto.

## **5.0 CONFIDENTIALITY**

Subrecipient must comply with all applicable federal, State, and local laws and regulations pertaining to confidentiality of records. Subrecipient shall keep confidential all reports, information and data received, prepared and/or assembled pursuant to performance hereunder. Subrecipient shall use such information solely for the Project hereunder and shall not make it available to any person, firm, corporation or entity without the prior written consent of County. Subrecipient shall ensure compliance with the provisions of this Paragraph by its contractors and any other persons or entities providing services for or on behalf of Subrecipient.

## **6.0 REPORTS AND AUDITS**

**6.1** UNIFORM ADMINISTRATIVE REQUIREMENTS. Subrecipient, its agencies or instrumentalities must comply with the policies, guidelines and Uniform Administrative Requirements of 2 CFR Part 200 et al, as applicable, as they related to the cost principles, audit requirements, acceptance and use of federal funds under this part. These requirements include, but are not limited to:

6.1.1 Single Audit Compliance: Subrecipient will be in compliance with the Federal Single Audit Act (31 USC §§ 7501-7507), as described in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F.

- 6.1.2 Accounting Standards: Subrecipient agrees to comply with, and administer the activity in conformance with, 2 CFR Part 200.300, et seq., and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred. Subrecipient shall maintain its account and annual fiscal reports as prescribed by the Generally Accepted Accounting Principles ("GAAP").
- 6.1.3 Suspension and Debarment: Subrecipient verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants, or other assistance programs. Subrecipient further agrees to verify that its contractors have not been suspended or debarred from participating or receiving federal government contracts, subcontracts, loans, grants, or other assistance programs.

6.2 REPORTING REQUIREMENTS. Subrecipient must timely submit the reports prescribed below. The County reserves the right to request additional detail and support for any report made. The Subrecipient's performance under this Agreement will be assessed based in part on whether it has timely submitted the reports. Subrecipient shall comply with all reporting requirements by the County, set forth in this Paragraph, Compliance and Reporting Guidance as issued and amended by Treasury, and Treasury Laws and Regulations. Subrecipient shall prepare and submit financial, performance, project progress, monitoring, evaluation and any other reports as required by County. Subrecipient shall submit reports to County at regular intervals as detailed in Exhibit A – Statement of Work.

- 6.2.1 Monthly Activity Reports: Subrecipient shall provide monthly activity reports that addresses the following, at a minimum: (i) identify the costs paid (and projected to be paid) for the Project Fund as of the date provided by County; (ii) demonstrate how Subrecipient expended the Project Funds consistent with the use requirements set forth in this Agreement; (iii) identify the balance of Project Funds not expended; (iv) a description of activities to be undertaken in the next reporting period; and (v) describe a plan for expenditure of unspent Project Funds on or before December 31, 2024. Unless otherwise waived in writing by the County, monthly activity reports must begin on the first calendar day of the second month following execution of this Agreement and must continue through the receipt and approval by the County of the Project completion.
- 6.2.2 At any time during the term of this Agreement, County may, in its sole discretion, request that Subrecipient provide County with additional progress reports not otherwise identified in this Paragraph in the form specified by County, to ensure that Subrecipient is meeting the requirements of this Agreement and in accordance with Treasury Laws and Regulations.
- 6.2.3 Subrecipient shall provide a certification, in a form provided by County, signed by the Subrecipient's authorized official, with each report required under this Paragraph that the statements contained in the report are true and



that the expenditures described in the report comply with the uses permitted under this Agreement.

6.2.4 The County may withhold Project Funds and or disallow expenditures anytime the Subrecipient fails to comply with any term or condition of the Agreement, which may include, but is not limited to the failure to: submit reports in a timely manner; submit final reports from previous projects in a timely manner; resolve audit exceptions on past or current grants in a timely manner; inadequate maintenance of accounting records; cooperate with federal staff or representatives to review Project and/or fiscal records; and/or pay costs disallowed by Treasury Laws and Regulations according to payment terms agreed to by the Subrecipient and in a timely manner.

**6.3** AUDITS. County will audit Subrecipient's use of Project Funds in accordance with County's policy and Treasury Laws and Regulations. County, or its designees, or the federal or State government each have the authority to audit, investigate, examine and make excerpts or transcripts from records, including all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Audits may also be conducted by federal, State, or local funding source agencies.

6.3.1 County, or its authorized representatives shall, at all times during the term of this Agreement, and for a period of five (5) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of Subrecipient. Subrecipient's staff will cooperate fully with authorized auditors when they conduct audits and examinations of Subrecipient's use of Project Funds.

6.3.2 A financial audit of Subrecipient's performance under this Agreement shall be conducted at County's discretion. If indications of misappropriation or misapplication of the Project Funds of this Agreement cause County to require a special audit, the cost of the audit at the sole expense of Subrecipient.

**6.4** Compliance with this Paragraph and any reporting or auditing requirements shall be at no additional cost to County, unless authorized in writing. Failure of Subrecipient to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County, through its CEO, or designee, may cancel, terminate or suspend this Agreement.

**6.5** Upon an audit finding of misuse of funds, disallowed costs, or noncompliance with Treasury Laws and Regulations or this Agreement, Subrecipient shall refund the questioned Project Funds, including any interest earned on the Project Funds to the County.

## **7.0 MONITORING REQUIREMENTS**

The County monitors its Subrecipients based upon an assessment of risk posed by the Subrecipient and according to specific monitoring criteria per 2 CFR 200.331. During the term of this Agreement, the Department shall perform program and/or fiscal monitoring of the Subrecipient and the Project to ensure compliance with federal and state requirements

and timely Project completion. The Subrecipient shall be required to resolve any monitoring findings to the County's satisfaction by the deadlines set by the Department. In the event Subrecipient disagrees with a finding and/or any accompanying corrective actions or sanction(s) that are associated with such finding, Subrecipient shall follow an appeals process provided by the County in its monitoring findings.

Subrecipient shall ensure their contractors and other party are in compliance with the ARP Act requirements and shall perform regular, ongoing monitoring of the contractor and other party for the term of this Agreement. Subrecipient shall ensure their contractor and other party resolve any monitoring findings to the Subrecipient's satisfaction by the deadlines set by the Subrecipient. Subrecipient shall report any monitoring findings to the County, as well as the status of those findings until they are resolved by the contractor and other party.

## **8.0 MAINTENANCE OF RECORDS AND FINANCIAL DOCUMENTS**

**8.1** MAINTENANCE OF RECORDS AND FINANCIAL DOCUMENTS. Subrecipient shall maintain records and financial documents in accordance with the laws, regulations and guidelines, and have sufficient evidence to demonstrate compliance with the Treasury Laws and Regulations. Subrecipient shall ensure that its employees furnish such information and supporting documentation, which, in the judgment of County representatives, may be relevant to substantiate Subrecipient's use or expenditure of the Project Funds and Subrecipient's compliance with this Agreement and Treasury Laws and Regulations. Subrecipient shall also comply, and shall ensure that its contractors comply, with the records retention and access requirements contained in Treasury Laws and Regulations. To the extent two applicable retention periods apply or overlap, Subrecipient shall maintain records in accordance with the longer period.

**8.2** EXAMINATION OF RECORDS. In accordance with federal, State, or local law and pursuant to this Agreement, at any time during normal business hours and as often as either County, its designees, or the federal or State government may deem necessary, Subrecipient must make available for examination all of its records and financial documents with respect to all matters covered by this Agreement.

**8.3** RECORDS RETENTION. Subrecipient shall maintain, and permit on-site inspections and access of such property, personnel, financial and other records and accounts as are considered necessary by County to assure proper accounting for the Project Funds allocated by County to Subrecipient during the term of this Agreement and up to December 31, 2031 or for a period of five (5) years after final payment is made using Project Funds, whichever date is later, in compliance with the Treasury Laws and Regulations on records retention, and any other applicable laws or regulations. To the extent two applicable retention periods apply or overlap, Subrecipient shall maintain records in accordance with the longer period.

## **9.0 INDEPENDENT CONTRACTOR**

Subrecipient shall be considered an independent contractor, and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind

through County. Subrecipient shall indemnify, defend (with counsel approved by County), and hold harmless County and its officers, directors, employees, agents and representatives from any suit, claim, cost, expense or other liability arising from a breach of these representations or determination that Subrecipient is not an independent contractor under any applicable federal, State, or local laws.

#### **10.0 PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS**

Subrecipient shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Agreement. Subrecipient shall be responsible for observing and complying with any applicable federal, State, or local laws, or rules or regulations affecting any such work. Subrecipient shall provide copies of permits, licenses, and approvals to County upon request.

#### **11.0 INDEMNIFICATION**

Subrecipient, at its sole cost and expense, shall indemnify, defend (with counsel approved in writing by County), and hold County, its elected and appointed officials, officers, employees and agents harmless from and against any and all claims, demands, actions, costs, losses, damages, and liabilities, whether direct or indirect, and regardless of their nature or source, which in any way relate to or arise from the actions or inactions of Subrecipient and its contractors, subcontractors, agents and representatives in connection with this Agreement and any agreement or instruments executed in connection herewith. The obligations of Subrecipient under this Section shall survive the expiration or termination of this Agreement.

#### **12.0 REMEDIES AND TERMINATION FOR NONCOMPLIANCE.**

**12.1 REMEDIES FOR NONCOMPLIANCE.** In addition to any other rights and remedies the County may have under this Agreement, at law, or in equity, the County may initiate remedies for noncompliance as identified in 2 CFR 200.338-.339 at any time it has been determined that the Subrecipient is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination. Such remedies for noncompliance may include, as appropriate:

- 12.1.1 Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient.
- 12.1.2 Disallow all or part of the cost of the action not in compliance.
- 12.1.3 Wholly or partly suspend or terminate the Subrecipient's Project Funds.
- 12.1.4 Withhold further and/or future awards for ARP Funds and/or any other funds administered by the County.
- 12.1.5 Request that the Federal Awarding Agency initiate suspension or debarment proceedings.
- 12.1.6 Take other remedies that may be legally available.

Effects of suspension and termination. Subrecipient costs resulting from obligations incurred by the Subrecipient or any of the Subrecipient's contractor during a

suspension or after termination of an Agreement are not allowable unless otherwise authorized in written notice or as allowable in 2 CFR 200.342.

**12.2** TERMINATION FOR NONCOMPLIANCE. Project Funds provided by this Agreement may be terminated in whole or in part as per federal regulation at 2 CFR 200.339 by Treasury or County if Subrecipient fails to comply with the terms and conditions of the Agreement that include the terms and conditions of the federal award. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR 200.340.

12.2.1 Termination Without Cause: This Agreement may be terminated by the County in whole or in part at any time without cause.

12.2.2 Termination With Cause: The Agreement may be terminated by the County in whole or in part at any time for cause by giving at least 14 days' prior written notice to the Subrecipient. Termination with cause includes termination prior to the end of the period of performance for failure to comply with the terms and conditions of this Agreement, and pursuant to 2 CFR 200.339(b), such termination shall be reported to the appropriate federal program integrity and performance system accessible through the System for Award Management.

12.2.3 Termination of this Agreement under this Paragraph shall not relieve the Parties of their reporting and auditing obligations and any other provisions set forth in this Agreement and Treasury Laws and Regulations.

### **13.0 ATTORNEY FEES**

In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.

### **14.0 AMENDMENTS**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; no oral understanding or Agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County, in writing.

### **15.0 CONFLICT OF INTEREST/CONTRACTS PROHIBITED**

**15.1** Subrecipient, its agents and employees shall comply with all applicable federal, State, and local laws and regulations governing conflict of interest including, but not limited to, 2 CFR 200.112 and 24 CFR 570.611. Subrecipient agrees to incorporate the language found in this Paragraph in contracts using Project Funds and subject to compliance with conflict of interest federal, State, and local laws.

**15.2** Subrecipient represents and warrants that no County employee whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by Subrecipient, or shall have any direct or indirect financial interest in Subrecipient.

**15.3** Subrecipient represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled “Contracting With Current or Former County Employees,” and that execution of the Agreement will not violate those provisions. Anyone who is a former employee of County at the time of execution of the Agreement or who subsequently becomes affiliated with Subrecipient in any capacity shall not participate in the provision of services or performance provided under the Agreement or share in the profits of Subrecipient earned for a period of one year from the date he/she separated from County employment.

**15.4** Subrecipient shall immediately notify County in writing any potential conflict of interest affecting the awarded funds in accordance with 2 CFR Section 200.112

**16.0 SEVERABILITY**

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

**17.0 INSURANCE**

Subrecipient shall obtain and maintain such insurance as required by County's standard terms and conditions, attached as Exhibit E, Insurance Requirements.

**18.0 CHOICE OF LAW/VENUE**

The Parties agree that the courts would apply California law in disputes arising out of the agreement, and the venue would be either the Los Angeles Superior Court for state claims, or the U.S. District Court – Central District for federal claims, or actions removed to federal court.

**19.0 INTERPRETATION**

No provision of this Agreement shall be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision, but this Agreement is to be construed as if both Parties drafted it hereto.

**20.0 PROJECT INTEGRITY**

Subrecipient shall maintain and implement practices to protect the integrity of the Project and the Project Funds, and Subrecipient shall immediately report any suspected or confirmed waste, fraud, or abuse of Project Funds under this Agreement to County. Reportable activity includes but is not limited to: any material misrepresentation and/or falsification of applicant or eligibility information to secure benefits/awards under this Project; any attempt to solicit or provide improper consideration, in any form, either directly or through an intermediary, to any County officer, public official, or agent to secure benefits, or favorable treatment or advantage in obtaining such benefits; any action designed to improperly influence any determination with respect to an award under this agreement, or; information that anyone with decision making responsibility under this

Agreement has any financial interest in or receives any benefit from it. Such reports may also be made to County Fraud Hotline at (800) 544-6861 or online at <http://fraud.lacounty.gov>.

## 21.0 NOTICES AND APPROVALS

All notices, invoices, and reports shall be directed to and made by the following representatives of the Parties:

To County: Gary Gero, Chief Sustainability Officer  
500 W Temple St. Ste 383, Los Angeles, CA 90012  
ggero@cso.lacounty.gov  
213-974-1160

To Subrecipient: Michael Flood, Los Angeles Regional Food Bank  
1734 East 41<sup>st</sup> Street, Los Angeles, CA 90058  
mflood@lafoodbank.org  
(323) 234-3030

Subrecipient agrees to notify County about any change in: (1) key personnel; (2) address, phone number or other pertinent contact information; and (3) tax exempt classification under the Internal Revenue Code.

## 22.0 PROCUREMENT

Subrecipient shall comply with the procurement provisions in 2 CFR Part 200.318-200.326, Procurement Standards as well as all other Administrative Requirements for Subrecipient as set forth in 2 CFR 200, et seq., as applicable. All procurements must be conducted in a fair, open, and competitive manner in compliance with applicable federal and state procurement laws.

**22.1** Subrecipient shall indemnify and hold County, its elected and appointed officials, officers, employees and agents harmless with respect to the activities of each and every contractor or other party in the same manner and to the same degree as if such subcontractor(s) were Subrecipient's employees.

**22.2** Subrecipient shall remain fully responsible for all performances required of it under this Agreement, including those that Subrecipient has determined to contract, notwithstanding County's approval of Subrecipient's proposed contract. Subrecipient shall be solely liable and responsible for all payments or other compensation to all contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder.

**22.3** Subrecipient shall address administrative, contractual, or legal remedies for all contracts in instances where contractors violate or breach contract terms. Subrecipient must provide sanctions and penalties as appropriate.

## 23.0 COVID-19 VACCINATION OF SUBRECIPIENT PERSONNEL

At Subrecipient's sole cost, Subrecipient shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. Subrecipient shall complete and provide to the County a COVID-19 vaccination

certification of compliance for any employees who will be working at a food distribution site or County facility, or who will have any contract with County employees as a result of work performed under this agreement, prior to beginning any work or services under this Agreement and at any time requested by County. In addition to complying with the requirements of this section, Subrecipient shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.

**24.0 WAIVER**

No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.


**25.0 EXECUTION OF AGREEMENT AND AMENDMENTS**

This Agreement and any amendments thereto may be executed in counterpart originals, utilizing wet and/or electronic signatures, each of which shall be deemed to constitute an original Agreement or amendment, and all of which shall constitute one Agreement or amendment. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

*{ SIGNATURE PAGE TO FOLLOW }*

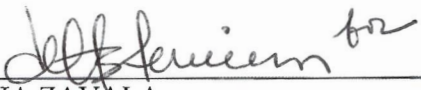
IN WITNESS WHEREOF, Subrecipient has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chief Executive Officer or designee, the day and year first written above.

SUBRECIPIENT: Los Angeles Regional Food Bank

By   
Name Michael Flood  
Title President/CEO



COUNTY OF LOS ANGELES

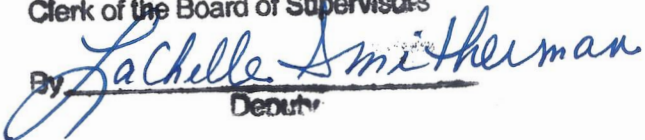
By   
CELIA ZAVALA  
Executive Officer, Board of Supervisors  
Or Designee \_\_\_\_\_

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
Acting County Counsel

By   
Deputy County Counsel

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By   
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

**8** FEB 15 2022

  
CELIA ZAVALA  
EXECUTIVE OFFICER

79248



**Exhibit A**  
**STATEMENT OF WORK**

The Program Funds will be used by the Los Angeles Regional Food Bank ("Food Bank") as follows:

**FOOD PURCHASES**

The Food Bank shall purchase needed grocery items, which will be provided to low-income individuals and families in order to mitigate the effects of COVID-19. The COVID-19 pandemic has created an increased demand for food and this increase requires the Food Bank to purchase food and distribute food to Los Angeles County ("County") residents who have been impacted by the COVID-19 pandemic during the Covered Period.

Program Funds will be used to purchase shelf stable items such as rice, beans, and pasta, canned, frozen or fresh fruits of vegetables; fresh or frozen meat and poultry; dairy products such as cheese or other stable items; and juices containing not less than 95% real juice. Such food should be produced or locally sourced within California to the extent doing so is both feasible and cost effective.

The Food Bank shall provide detailed, itemized invoices to the County to verify its purchases of eligible food acquisition and its distribution costs. Such invoices shall, to the extent reasonable, provide information on the location where the food was grown and/or produced. Upon receipt and review of the invoices the County will reimburse the Food Bank for its purchases of food.

The Food Bank shall distribute such food items solely within the County of Los Angeles, either at County-sponsored food events, or through their existing network of local partners. Such items shall be distributed through both pick-up and delivery. The Food Bank shall coordinate with County for distribution of a portion of the food resources at County-sponsored food distribution events as directed by the County.

**STAFFING AND OPERATIONS**

Food Bank will provide staffing services at food distribution event sites where the distribution event is related to COVID-19 response efforts. These sites will be located in different areas of Los Angeles County.

Staff roles include assistance with set up and post-event clean-up of distribution sites, on-site traffic control, and client intake. Food Bank shall provide staffing services at one event per week from 6:00 a.m. to 2:00 p.m., or as otherwise directed by the County.

Services may be requested on an as-needed basis. The number of food distribution event locations may be added or deleted during the term of the Contract based on the operational, financial, and organizational requirements of the County. Service hours may be increased, changed, or decreased at a given location at any time. The County reserves the right to add/change staffing duties and food distribution event sites on an as-needed basis. Contractor's staffing crew shall consist of at least thirty (30) and as many as fifty (50) Food Bank employees, volunteers, and/or subcontracted workers, (collectively known as "event staff members"), as directed by County, which may include a certified and trained forklift operator. Food Bank must have the flexibility and capability to provide varying numbers of staff to various locations at any time throughout the term of the Agreement.

The County estimates that food distribution events will occur one (1) time per week, for a total of up to approximately four (4) events per month. The rate of food distribution events is subject to change based on operational requirements and availability of funds.

**Staffing Request, Addition/Deletion of Locations, Staffing, and/or Work Hours**

Within ten (10) calendar days of the first day of a month, the County shall provide a staffing request to Food Bank for the subsequent month. The staffing request from the County shall include the location of the food distribution event, the number of workers required to staff the event, and staffing hours for the event (Staff Request). Upon receipt of the Staff Request, Food Bank shall provide written confirmation of the staffing request to the County within five (5) days.

Any County requests to change, add or delete services shall be made by written notice to Food Bank forty-eight (48) hours prior to the requested commencement of the change of services. Food Bank shall be required to provide written confirmation of the staffing change within one (1) calendar day of such notice.

Food Bank shall provide coverage for the requested change of services as directed by the County. All increases in services shall be invoiced in accordance with the fixed rates set forth in Exhibit B, Pricing Schedule. The County is not obligated to schedule any minimum or maximum number of food distribution events during the term of this contract. The total number of distribution events is at the sole discretion of the County. The County is not obligated to submit a minimum number of Staff Requests at any time. The number of Staff Requests by the County in any given month is entirely dependent on the operational, financial, and organizational requirements of the County.

**FOOD BANK RESPONSIBILITIES**

Food Bank’s staffing responsibilities are as follows:

**Supervisor**

Food Bank shall provide a full-time supervisor (Event Supervisor) or designated alternate who shall act as a central point of contact for the County during each food distribution event, and who will be responsible for management and staff. The Event Supervisor shall be on site for each food distribution event.

Event Supervisor shall have full authority to act for Food Bank during each food distribution event on all matters relating to operation of that particular event. Event Supervisors shall be able to effectively communicate in English, both orally and in writing.

**Event Staff Members**

All "event staff members" assigned by Food Bank to perform services shall be either employees of Food Bank, volunteers, or subcontracted workers, and Food Bank shall have the sole right to hire, suspend, discipline, or discharge them. The County Sustainability Officer may, at its sole discretion, direct Food Bank to remove any event staff member(s) immediately from any event.

Food Bank will be solely responsible for providing to event staff members all legally required employee benefits and County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any event staff members provided by Food Bank. Food Bank shall assess and recommend adequate staffing for culturally representative, relevant and sensitive staffing, with

sufficient bilingual English/Spanish-language speakers. Food Bank shall ensure that all event staff members have received Cal/OSHA mandated and other training as appropriate to their assigned tasks at each food distribution event. Food Bank shall provide at least thirty (30) and as many as fifty (50) event staff members at each event, as directed by County and subject to change at the County's sole discretion. The number of staff members required for each event shall be determined by the County.

### **Communications**

Food Bank shall work in tandem with on-site County leadership to ensure operations are consistent with County direction, and leadership directives are enacted promptly and efficiently. Food Bank shall collaborate with County operational, programmatic and communication partners to ensure appropriate messaging is conveyed to event staff members consistently during each food distribution event.

Prior to each food distribution event, Food Bank's Event Supervisor shall participate in an onsite advance planning meeting and subsequent follow up calls for the purpose of finalizing logistical details. Food Bank shall advise County leadership and other partners as necessary about on-site incidents, irregularities and/or potential challenges that may impede operational goals.

### **Operations**

Food Bank will provide operational support for the food distribution events, including but not limited to: event planning, delivery of food at the distribution sites, logistical support, and on-site management. The Food Bank shall provide detailed, itemized invoices to the County to demonstrate their actual costs in providing these services. Such invoices shall include names, titles, salaries, timekeeping records, and other related information for any Food Bank staff providing operational support services for which the Food Bank is seeking reimbursement.

Food Bank shall coordinate set-up and physical layout organization at each food distribution event, including ensuring necessary equipment, including rental equipment is available, event staff member check-in processes are followed, and opening briefings are conducted. Food Bank is also expected to check-event staff members out at the end of their shifts, provide post-event clean-up services, and coordinate the return of any rental equipment.

Food Bank event staff members shall unload food from delivery trucks prior to the start of any food distribution event. Food Bank shall provide one forklift and a trained and certified forklift operator at each food distribution event. Food Bank shall ensure all forklifts are being used in a safe manner and appropriate safety precautions are taken when in operation.

Food Bank event staff members shall also be responsible prior to each event for setting up temporary tables and pop-up tents, and for moving pallets of food boxes into position using forklifts and pallet jacks. Event staff members shall also station on-site directional and informational signage, which shall be reversible at the conclusion of each event. Event staff members shall also perform any other related duties as requested.

During the event, Food Bank event staff members will provide on-site traffic control, client intake, and any other related duties as requested. Event staff members may be tasked with repeated lifting and placing of food boxes, weighing up to thirty (30) pounds each, into motor vehicles for a period of up to four (4) hours per food distribution event.

Following the conclusion of the event, Food Bank event staff members shall clean up the distribution site, to the satisfaction of on-site County personnel or their designee. This shall include, but is not limited to, taking down any temporary tables or pop-up tents, removing any event-based signage, returning all rented equipment, and any other related duties as requested.

### **Logistics**

Food Bank shall coordinate daily activities related to management and oversight of all procurement of supplies, equipment, traffic, and custodial services.

### **Safety**

Food Bank shall be responsible for ensuring site safety and compliance with any policies/protocols required by occupational safety and health provisions. Food Bank shall also:

- Conduct assessments to identify hazards that are present or likely to be present in the environment.
- Provide daily safety briefings to communicate hazards in the environment.
- Investigate injuries, illnesses, incidents, and close calls/near misses to determine the underlying hazards, their causes, and need for corrective actions.
- Ensure Food Bank event staff members receive post-incident treatment for occupational injuries and appropriate notifications are made to Cal/OSHA for serious injuries.
- Monitor ongoing operations, address safety concerns, and correct unsafe practices in the environment.
- Ensure event staff members are provided with applicable safety training for their assignments and County provided personal protective equipment (PPE) to safely perform their job tasks.
- Report event staff member injuries/illnesses and incidents to the County lead onsite and complete County required incident reports, as appropriate for the type of incident, injuries/illnesses.

### **Orientation**

Food Bank shall provide, at a minimum, the following information to each event staff member assigned to a County food distribution event:

- Location of food distribution event
- Name of reporting supervisor
- Working hours
- Lunch schedule
- Appropriate dress
  - PPE is to be worn in accordance with County and State mandates in place on the date of each event and if so mandated, shall be properly worn at all times on site. This may include N-95 or surgical masks, face shields and gloves. In any event, these items will be available on site for either the mandatory or optional use by all event staff members.
- Parking
- Complete job description
- Performance expectations

### **Confidentiality**

Food Bank shall be responsible for overseeing that its employees maintain confidentiality of all information and of all County records that may become accessible to Food Bank's employees during the service period. All rules, regulations, statutory laws and internal policies must be strictly adhered to by Food Bank's employees, subcontracted staff and/or agents.

## STAFFING SERVICES

### **Recruitment and Retention**

Food Bank shall ensure all event staff members meet the minimum qualifications of their respective positions. The County reserves the right to reject any applicant. Food Bank must be able to fill staffing requests made by County to areas throughout the County of Los Angeles.

### **Classifications**

Attachment A (Classifications) lists the classifications, which outline the typical duties performed for each classification. County may add, modify, or delete classifications at any time during the term of this Contract in accordance with the Agreement, Paragraph 12, Amendments.

### **Employee Requirements**

All event staff members provided by the Contractor shall at a minimum, possess the ability to:

- Fluently read, write, speak and understand English.
- Display a neat, professional appearance and conduct him/herself in a professional and courteous manner when dealing with peers, the public, and all levels of personnel. Contractor shall ensure their employees are appropriately identified.
- Commute via personal, public or alternate method of transportation to the assigned job site.

### **Performance Requirements**

County will monitor required services as set forth in Attachment B, Performance Requirements Summary (PRS). The services set forth in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Food Bank beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and will place no requirement on Food Bank.

When Food Bank's performance does not conform to the requirements of this Contract, County will have the option to apply the following non-performance remedies: Verbal notification of a Contract discrepancy will be made to the County Sustainability Officer as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and Food Bank.

The County, in its sole discretion, may take the following actions in response to unacceptable performance:

- Reduce, suspend or cancel this Agreement for systematic problems, deliberate misrepresentations or unacceptable levels of performance.
- Failure of Food Bank to comply with or satisfy the request(s) for improvement of performance, or to perform the neglected work specified within five (5) business days, shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Food Bank's failure to perform said service(s), as determined by County, shall be credited to County on Food Bank's future invoice(s).

- This section does not preclude County's right to terminate the Agreement in accordance with Paragraph 10, Termination.

## **COMPENSATION AND INVOICING**

### **Compensation**

Food Bank agrees to accept the specified compensation as set forth in Exhibit B (Pricing Schedule) as the fully burdened rate for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Food Bank of all its duties and obligations hereunder. Food Bank shall only be compensated as set forth in Exhibit B (Pricing Schedule) for work performed in accordance with this Statement of Work. The total amount of compensation for Food Bank shall not exceed \$1,500,000 in total.

### **Food Distribution Event Cancellation**

County shall notify Food Bank at least forty-eight (48) hours prior to canceling any previously scheduled food distribution event.

### **Shift Cancellations**

County shall notify Food Bank of shift cancellations a minimum of forty-eight (48) hours in advance of the start of a shift, for which staffing services were requested by County.

### **Price Increase/Decrease**

No price increases will be permitted for the Term of the Agreement. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County. The net dollar amount of profit will remain firm during the period of the Agreement. Adjustments increasing Food Bank's profit will not be allowed.

All invoices submitted by Food Bank for payment must have the written approval of the County's Sustainability Officer prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld. All invoices should be submitted no later than thirty (30) days after the event in which the Contractor performed services.

## **FOOD DISTRIBUTION SITE HOURS OF OPERATION**

The hours of food distribution event staffing may be from 6:00 a.m. to 3:00 p.m. on the day of the event as determined by the County, but may be subject to change. The operational hours of the food distribution event are from 9 a.m. to 1 p.m, subject to change at County's discretion.

## Attachment A

1 OF 1

### CLASSIFICATIONS

#### EVENT SUPERVISOR

##### Typical Duties Performed:

- Oversees operation and set-up/tear-down of each County food distribution event.
- Acts as liaison between Food Bank and County.
- Creates staffing plan for County approval, communicates plan to all interested parties and ensures event staffing levels are met.
- Responsible for communication between County Sustainability Office and Food Bank event staff members.

#### EVENT STAFF MEMBER

##### Typical Duties Performed:

- Performs setup and break down of food distribution event site.
- Unloads food from supply truck.
- Provides on-site traffic control and client intake duties.
- Lifts and place food boxes, weighing up to thirty (30) pounds into motor vehicles for a period of up to four (4) hours per event.
- Performs all clean-up and tear-down of each event site following the conclusion of the food distribution event.
- Performs any other related duties as requested.

**Attachment B**  
**PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

<b>Specific Performance Reference</b>		<b>Standard of Performance</b>	<b>Monitoring Method</b>
8.24 & 8.25	General Insurance Requirements	Compliance with Contract Insurance Requirements.	Receipt of document
8.38	Record Retention & Inspection/Audit Settlement	Food Bank to maintain all required documents as specified in paragraphs 4 and 5 of the Agreement	Inspection of files
<b>Specific Performance Reference</b>		<b>Standard of Performance</b>	<b>Monitoring Method</b>
2.1	Food Bank Event Supervisor	Food Bank shall provide a full-time Event Supervisor or designated alternate who shall act as a central point of contact.	Inspection & Observation
4.1.3	Staffing Fulfillment	Food Bank must fill staffing requests for each scheduled food distribution event. 100% Completion of Requirement.	Review of County documentation and Observation
4.2.2	Staff Evaluation	Event Supervisors and event staff members must meet the minimum qualifications for each classification. 100% Completion of Requirement.	Review of County documentation and Observation
5.2.8	Staff Adherence to Schedule	Event Staff members should be available to work 6:00 a.m. to 2:00 p.m. on the day of any scheduled food distribution event, or as otherwise directed by County	Review of County documentation and Observation



**Exhibit B**  
**BUDGET AND PRICING SCHEDULE**

MAXIMUM NOT TO EXCEED FUNDING AMOUNT: \$1,500,000 for services rendered, consistent with the Statement of Work (Exhibit A) during the term of this Agreement.

Food Bank will provide detailed, itemized invoices to the County, including all supporting documentation regarding competitive bid process, purchase agreements, and proof of delivery of purchased products to the Food Bank from selected vendor(s), via email to the County point of contact, to verify eligible food acquisition and distribution costs on a monthly basis , or no later than thirty (30) days following termination of this Agreement, whether due to expiration of the applicable term, or pursuant to the termination provisions of this Agreement. Upon receipt and verification of these invoices, the County shall promptly reimburse the Food Bank for these costs, to the extent funds are available under this Agreement.

All invoices submitted by the Food Bank for payment must have the written approval of the County's Sustainability Officer prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**EXHIBIT D**  
**ATTACHMENT 1**

**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

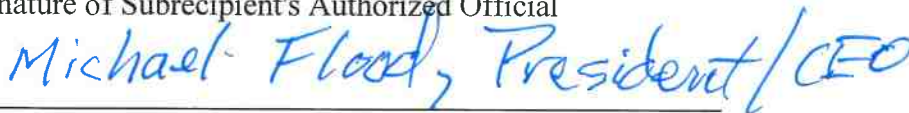
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subgrants and contracts under grants, loan and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



\_\_\_\_\_  
Signature of Subrecipient's Authorized Official

\_\_\_\_\_  
Date



\_\_\_\_\_  
Name and Title of Subrecipient's Authorized Official

**Exhibit E**  
**INSURANCE REQUIREMENTS**

For purposes of this Exhibit C, "Contractor" refers to the Los Angeles Regional Food Bank ("Food Bank").

**I. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

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

**1. Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract 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 the Contractor identified as the contracting party in this Contract. 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 (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the 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 the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements shall be sent to:

Ali Frazzini  
Executive Office of the Board of Supervisors  
500 W. Temple St., Suite 383  
Los Angeles, CA 90012

- Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

## **2. Additional Insured Status and Scope of Coverage**

The 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 Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the 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.

## **3. Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor'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 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 the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

## **4. Failure to Maintain Insurance**

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

## **5. Insurer Financial Ratings**

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

#### **6. Contractor's Insurance Shall Be Primary**

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

#### **7. Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor 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 Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

#### **8. Sub-Contractor Insurance Coverage Requirements**

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

#### **9. Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor'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.

#### **10. Claims Made Coverage**

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 Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **11. Application of Excess Liability Coverage**

Contractors 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.

## **12. Separation of Insureds**

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.

## **13. Alternative Risk Financing Programs**

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

## **14. County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

## **II. INSURANCE COVERAGE**

**1. Commercial General Liability** 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:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**2. Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor’s use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**3. Workers Compensation and Employers’ Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If Contractor 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 the County as the Alternate Employer, and the

endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor'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.



Recipient Information (i)	Federal Award Information (www.usaspending.gov)																								
<p><b>1. Recipient Name</b> Los Angeles Regional Food Bank</p> <p><b>2. Vendor Customer Code (VCC)</b> 109683</p> <p><b>3. Employer Identification Number (EIN)</b> 95-3135649</p> <p><b>4. Recipient's Unique Entity Identifier (ii)</b> Data Universal Numbering System (DUNS) (www.SAM.gov) 103877569</p> <p><b>5. Award Project Title</b> Food Distribution Program</p> <p><b>6. Project Director or Principal Investigator</b> Name: Hilda Ayala Title: Sr. Director of Programs &amp; Policy Address: 1734 East 41st St Los Angeles CA 90058 E-mail: hayala@lafoodbank.org</p> <p><b>7. Authorized Official</b> Name: Michael Flood Title: President/CEO Address: 1734 East 41st St Los Angeles CA 90058 E-mail: mflood@lafoodbank.org</p>	<p><b>10. Federal Award Number (1)</b> ASST_NON_SLFRP0137_2001</p> <p><b>11. Federal Award Date (iv)</b> 5/18/2021</p> <p><b>12. Unique Federal Award Identification Number (FAIN) (iii)</b> SLFRP0137</p> <p><b>13. Name of Federal Awarding Agency (xi)</b> U. S. Treasury</p> <p><b>14. Federal Award Project Title (x)</b> Coronavirus State and Local Fiscal Recovery Funds</p> <p><b>15. Assistance Listing Number (xii)</b> 21.027</p> <p><b>16. Assistance Listing Program Title (xii)</b> Coronavirus State and Local Fiscal Rcovery Fund</p> <p><b>17. Is this Award R&amp;D? (xiii)</b> No</p>																								
<p><b>County Department Information (xi)</b> Executive Office of the Board of Supervisors, Chief Sustainability Office</p> <p><b>8. County Department Contact Information</b> Name: Rita Kampalath Title: Chief Sustainability Officer Address: 500 W. Temple Street, Los Angeles, CA 90012 E-mail: rkampalath@cso.lacounty.gov</p> <p><b>9. Program Official Contact Information</b> Name: Rita Kampalath Title: Chief Sustainability Officer Address: 500 W. Temple Street, Los Angeles, CA 90012 E-mail: rkampalath@cso.lacounty.gov</p>	<table border="1"> <thead> <tr> <th colspan="2" style="text-align: center;">Summary Federal Subaward Financial Information</th> </tr> </thead> <tbody> <tr> <td><b>18. Budget Period Start Date (vi):</b> 7/1/2021</td> <td style="text-align: right;"><b>EndDate:</b> 6/30/2022</td> </tr> <tr> <td><b>19. Total Amount of Federal Funds Obligated by this Action (vii)</b></td> <td style="text-align: right;"><b>\$ 1,500,000</b></td> </tr> <tr> <td>    20a. Direct Cost Amount</td> <td style="text-align: right;">\$ 1,350,000</td> </tr> <tr> <td>    20b. Indirect Cost Amount (xiv)</td> <td style="text-align: right;">\$ 150,000</td> </tr> <tr> <td><b>20. Authorized Carryover</b></td> <td style="text-align: right;"><b>\$ 0</b></td> </tr> <tr> <td><b>21. Offset</b></td> <td style="text-align: right;"><b>\$ 0</b></td> </tr> <tr> <td><b>22. Total Amount of Federal Funds Obligated this Budget Period (viii)</b></td> <td style="text-align: right;"><b>\$ 420,000</b></td> </tr> <tr> <td><b>23. Total Approved Cost Sharing or Matching, where applicable</b></td> <td style="text-align: right;"><b>\$ 0</b></td> </tr> <tr> <td><b>24. Total Federal and Non-Federal Approved this Budget Period (ix)</b></td> <td style="text-align: right;"><b>\$ 0</b></td> </tr> <tr> <td><b>25. Projected Performance Period Start Date (v):</b> 5/18/22</td> <td style="text-align: right;"><b>End Date:</b> 11/2/22</td> </tr> <tr> <td><b>26. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period</b></td> <td style="text-align: right;"><b>\$ 1,500,000</b></td> </tr> </tbody> </table> <p><b>27. Authorized Treatment of Program Income</b> Not applicable</p> <p><b>28. County Program Officer Signature</b> Name: Rita Kampalath Title: Chief Sustainability Officer</p>	Summary Federal Subaward Financial Information		<b>18. Budget Period Start Date (vi):</b> 7/1/2021	<b>EndDate:</b> 6/30/2022	<b>19. Total Amount of Federal Funds Obligated by this Action (vii)</b>	<b>\$ 1,500,000</b>	20a. Direct Cost Amount	\$ 1,350,000	20b. Indirect Cost Amount (xiv)	\$ 150,000	<b>20. Authorized Carryover</b>	<b>\$ 0</b>	<b>21. Offset</b>	<b>\$ 0</b>	<b>22. Total Amount of Federal Funds Obligated this Budget Period (viii)</b>	<b>\$ 420,000</b>	<b>23. Total Approved Cost Sharing or Matching, where applicable</b>	<b>\$ 0</b>	<b>24. Total Federal and Non-Federal Approved this Budget Period (ix)</b>	<b>\$ 0</b>	<b>25. Projected Performance Period Start Date (v):</b> 5/18/22	<b>End Date:</b> 11/2/22	<b>26. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period</b>	<b>\$ 1,500,000</b>
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Rita  
Kampalath  
Signature/Date

Digitally signed by Rita  
Kampalath  
Date: 2022.05.13 15:52:45  
-07'00'

**29. Remarks**