



City of Glendale

Community Services & Parks Department

REQUEST FOR PROPOSALS

**CATERING SERVICES FOR
THE ELDERLY NUTRITION PROGRAM**

Issue Date: August 29, 2022

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Message to Proposers

The City of Glendale Community Services & Parks Department (“Parks Department”) provides a wide variety of recreation, leisure and arts programs for all ages and interests, and manages one of the finest parks and open space systems in the Southern California region. It is within the nature of the City of Glendale to provide its community quality service to enhance personal achievement and create unique experiences and opportunities.

The City’s Mission Statement is:

The City of Glendale delivers exceptional customer service through precision execution and innovative leadership.

As a premier City anchored in pride of civic ownership, Glendale’s success is realized through a community that is safe, prosperous, and rich in cultural offerings. The City accomplishes its mission and realizes its vision by providing emphasis on: fiscal responsibility; exceptional customer service; economic vibrancy; informed & engaged community; safe & healthy community; balanced, quality housing; community services & facilities; infrastructure & mobility; arts & culture; sustainability.

The purpose of this Request for Proposals is to enable the Community Services & Parks Department to evaluate a list of candidates and select a qualified and experienced food service contractor to prepare daily meals for the Elderly Nutrition Program. The City of Glendale traditionally operates three sites for lunchtime hot meal services: Adult Recreation Center (seven days per week), Sparr Heights Community Center (five days per week), and Pacific Community Center (three days per week). During the pandemic, meal service was altered to “Grab and Go” hot and cold meal service seven days per week from the Adult Recreation Center and five days per week from Sparr Heights Community Center.

The Home Delivered Meals program includes meal service to homebound seniors in which seven (7) frozen meals are prepared/packaged for each homebound senior for a weekly meal delivery route. Therefore, the City is seeking Food Service Provider to who may provide a traditional model or pandemic response model of meal service delivery during the length of the contract.

Thank you in advance for your interest in this Request for Proposals.

Onnig Bulanikian, Director,
Community Services & Parks Department

I. Introduction

A. Summary

The City of Glendale (“City”) is soliciting Proposals from suitably qualified food service contractors (“Food Service Provider”) for the purpose of providing daily food service (“Services”) at selected City of Glendale facilities in accordance with the instructions and requirements in this Request for Proposals (“RFP”).

The City requires well-managed and financially sound individuals or firms with demonstrated skills and technical ability, and high levels of customer service and satisfaction, to fulfill the requirements outlined in this RFP.

This document is for use by City personnel and potential Food Service Providers who should read it carefully before preparing any response.

B. Definitions / Assumptions

In this RFP, the following words and phrases have the meaning ascribed to them below:

- ***Agreement / Contract / Lower Tier Subaward*** The entire and integrated written agreement between the City and the Contractor that takes the place of prior negotiations, representations, or agreements, either written or oral.
- ***City / Subrecipient*** The City of Glendale. Depending on the context in which it is used, the term *City* also may refer to:
 - The geographic area known as the City of Glendale; or
 - A person whom the City of Glendale employs or uses and who is authorized to represent the City of Glendale in matters concerning the Project.
- ***City Project Manager / Project Director*** The City’s designated representative for all issues related to the Project.
- ***Contractor / Lower Tier Subrecipient*** The selected Proposer(s) to whom the City has awarded a Contract for the Project.
- ***Project*** The entire Services described in this RFP. Services may constitute the whole or a part of the Project.
- ***Proposal*** The documents and other items that a Proposer submits in response to this RFP.
- ***Proposer*** The person, entity, or organization (i.e., Food Service Provider) that submits a Proposal in response to this RFP.
- ***RFP*** This Request for Proposals and all of its attachments,

- including documents and other items from the City and relevant third parties.
- **Services**

The work, labor, tasks, operations, activities, materials, supplies, equipment, deliverables, duties, and obligations:

 - Described in this RFP; and
 - Required by, and reasonably inferable from, the Contract— whether completed or partially completed.
- **Subcontractor**

A contractor, supplier, vendor, person, entity, or organization whom Contractor hires, employs, or uses on Contractor’s behalf to provide, perform, or fulfill a portion of the Services.

The following assumptions were used in preparing this RFP, and should be adopted by the Proposer:

- This RFP is based on the best available information. Information not in this document, and not said to be forthcoming, should be assumed to be unavailable.
- Departure from the standards outlined in this RFP must be communicated via written notice to the City.

C. About the City of Glendale

Glendale is the fourth largest city in Los Angeles County and spans over 30 square miles. A superior quality of life in Glendale is the result of the City’s focus on safety, neighborhoods, education and community involvement. These are reflected in Glendale’s city government, which includes the Glendale Police and Fire Departments; Community Services & Parks; Library; Community Development, as well as other departments focused on improving the citizens’ quality of life.

The Parks Department is responsible for 47 parks and facilities, 37 developed parks, 20 ballfields, 5,000+ acres of open space, and 138 managed landscaped sites (including medians and parking lots).

D. Scope of Work

1. TERM OF SERVICES AND CONTRACT

The Services described in this RFP and in the proposed Contract are for a period of four (4) years (“initial term”), beginning on **December 1, 2022**, and ending on **November 30, 2026**. The City will have a one (1) time option to renew the Food Service Provider’s Contract for a period of two (2) years (“renewal term”). Exercise of the one-time renewal option is at the sole discretion of the Director of Community Services & Parks and requires the written approval of the City Manager. ***NOTE: the initial term and renewal term are contingent upon continued funding from the Los Angeles County Aging and Disabilities Department and the City of Glendale.***

2. RESPONSIBILITIES

A Food Service Provider must be an approved Catering Contractor with the Los Angeles County Area Agency on Aging. Any Food Service Provider who wishes to receive approval or verify the status of their agency as an approved Catering Contractor must contact Miguel Robleto at, (213)738-2737 or MRobleto@wdacs.lacounty.gov

A Food Service Provider must meet the Contractor requirements and responsibilities listed in the Food Service Specifications, **EXHIBIT I**, and Menu Writing Specifications, **EXHIBIT II**.

All work that a Food Service Provider performs under this RFP must comply with all applicable standards, laws and regulations.

The City will be responsible for items identified as “City’s responsibilities” in the Food Service Specifications, **EXHIBIT I**.

F. City’s Project Representatives

The City Project Manager, also referred to as “Project Director” in Los Angeles County ENP documents, in charge of this project is Aylin Isayan, Community Services Supervisor. The executive in charge is Onnig Bulanikian, Director of Community Services & Parks.

II. RFP Process

A. Schedule of Events

The following events will take place in this project (see further explanations, below):

| Event | Responsibility | Date(s) |
|--|-----------------------|---------------------|
| RFP Distribution | City | August 29, 2022 |
| Mandatory Proposers Conference | City/Proposer | September 8, 2022 |
| Last Day to Submit Interim Questions | Proposer | September 19, 2022 |
| RFP Proposals Due | Proposer | September 30, 2022 |
| City Opens Proposals for Completeness | City | October 3, 2022 |
| Panel Reviews Proposals | City | October 3-5, 2022 |
| Candidate Interviews | City/Proposer | October 6, 2022 |
| Final Candidate Announced | City | October 7, 2022 |
| Last Day to Object to RFP or Evaluation Process | Proposer | October 24, 2022 |
| Contract Award (City Council approval) | City | TBD (November 2022) |
| Contract Begins | City | December 1, 2022 |

B. RFP Distribution

A prospective Food Services Provider may receive this RFP by mail, e-mail, in-person or online at <https://www.glendaleca.gov/government/departments/finance/purchasing/rfp-rfq-bid-page>. Distribution of the RFP in no way represents the City's acceptance of a Food Services Provider's qualifications, reputation, or ability to perform the Services.

C. Mandatory Proposer Conference

A **MANDATORY** Proposer Conference will be held on September 8, 2022. **If a Proposer is unable to attend, a representative must be present. Failure to do so will result in rejection of a Proposal.** Attendees or their representatives will be required to sign-in at the conference. The conference will be held at **the Adult Recreation Center – 201 E. Colorado Street, Glendale, CA 91205**. Check in at the front desk. 90-minute free parking is available in the structure at Maryland and Harvard. *In the event of a Los Angeles County and/or City of Glendale order to cancel in-person meetings due to the evolving situation with the COVID-19 pandemic, a virtual proposer's conference will be made available to attendees in place of an in-person conference. Notice of a virtual conference will be sent out informing prospective Proposers.*

The purpose of the Proposer Conference is to ensure that Proposers have adequate information to respond fully and comprehensively to the City's requirements. During the conference, City staff will discuss with prospective Proposers the work to be performed and answer questions arising from Proposers' initial review of this RFP. Proposers should have reviewed the RFP thoroughly prior to the conference and Proposers should be familiar with its content, as well as the City's functional and technical requirements. Proposers may e-mail questions to Aylin Isayan (ayisayan@glendaleca.gov) prior to the conference.

D. Proposal Deadline and Proposal Submission

The City must receive the Proposal on or before 5:00 p.m., September 30, 2022. ***A Proposal received after this date and time will be considered non-responsive and the City will return the Proposal, unopened.***

A Proposal must be submitted on the attached Proposal Form package. ***Oral, telephonic, facsimile, telegraphic, or electronically transmitted Proposals are invalid and the City will not accept or consider them.***

Proposer must submit four (4) printed Proposal documents [one (1) original and three (3) copies] in a sealed, clearly labeled envelope (or box). A Proposal may be delivered by mail or in person.

The Proposal must be clearly marked "**Elderly Nutrition Program Proposal**" and addressed to:

City of Glendale
Community Services & Parks Department
Attention: Aylin Isayan
201 East Colorado Street, Glendale, CA 91205

E. Interim Inquiries and Responses; Interpretation or Correction of RFP

If a Proposer has any question about this RFP, the proposed Contract, or the scope of work— or if a Proposer finds any error, inconsistency, or ambiguity in the RFP, or the proposed Contract, or both— the Proposer must make a “Request for Clarification” before submitting its Proposal.

The Proposer must submit a Request for Clarification to: Aylin Isayan via email at ayisayan@glendaleca.gov

The City must receive the Request for Clarification on or before 5:00 p.m., September 19, 2022.

If necessary, the City will make clarifications, interpretations, corrections, or changes to the RFP, or the proposed Contract, or both, in writing by issuing Addenda, as described in Section IIF (below). A Proposer must not rely upon, and the City is not bound by, purported clarifications, interpretations, corrections, or changes to the RFP and the proposed Contract, that are made verbally or in a manner other than a written advisory from the City.

F. Addenda

The City will issue Addenda in writing only. The City will make reasonable efforts to deliver Addenda to all Proposers whom the City knows have received the RFP and have provided a street address and email address for receipt of Addenda. The City cannot guarantee that all Proposers will receive all Addenda.

Proposers may also inspect the Addenda at the Adult Recreation Center, during its business hours, Monday - Friday 8:00 a.m. - 5:00 p.m. This RFP is also on file there.

At any time before the “Proposal Deadline” (Section IID of this RFP), the City may issue Addenda withdrawing the RFP or postponing the Proposal Deadline. However, if any Addenda results in a material change to this RFP, or the proposed Contract, or both, the City will extend the Proposal Deadline by not less than seventy-two (72) hours.

The City will treat transmittal of Addenda to Proposers *e-mail* as sufficient notice of the changes made by the City.

III. General Requirements and Instructions

A. Examination of Documents

Before submitting an RFP Response, each Food Service Provider must:

- Make all necessary investigations, examine documents, and understand the Food Service Specifications (**EXHIBIT I**) and Menu Writing Specifications (**EXHIBIT II**) as required by the *Los Angeles County Aging and Disabilities Department*.

- Be able to furnish the City with valid insurance forms (including insurance certificates and additional insured endorsements) in compliance with the Insurance Requirements described in **EXHIBIT V**.
- Thoroughly examine the RFP. A thorough review of this RFP is critical to obtaining an in-depth understanding of the requirements of this RFP.
- Inspect the kitchen facilities at the Adult Recreation Center.

B. Proposer’s Representations in the Response

By submitting a Proposal, a Proposer represents that:

- The RFP is sufficient in scope and detail to indicate and convey reasonable understanding of all requirements, terms, and conditions for performance of the work required in this project;
- The Proposer has exercised all necessary due diligence in making investigations and inquiries, examining documents, and inspecting City sites and facilities for this project;
- The Proposer is fully familiar with— and has fully considered— all facts, conditions, circumstances, and matters that may affect, in any way, the Proposer's services or costs;
- The Proposal is an irrevocable offer for a period of at least ninety (90) calendar days following City’s opening of all Proposals; and
- The Proposer is, and will be, in compliance with the RFP’s requirements, terms, and conditions.

C. Withdrawal, Cancellation, or Modification of a Proposal

Before the Proposal Deadline, a Proposer may withdraw and then modify a Proposal, by giving written notice, signed by the Proposer. A withdrawal request must be addressed as follows and delivered to:

City of Glendale
Community Services & Parks Department
Attention: Aylin Isayan
201 East Colorado Street
Glendale, CA 91205

For a withdrawal to become effective, the City must receive the Proposer’s request for withdrawal before the Proposal Deadline. The City will not accept or consider a Proposer’s verbal request for modification or withdrawal of a Proposal.

If a Proposer withdraws its Proposal, the withdrawal will not prejudice the Proposer’s right to submit a new Proposal, if the new Proposal is submitted: (a) in accordance with the RFP’s requirements, and (b) before the Proposal Deadline.

After the Proposal Deadline, a Proposer must not withdraw, cancel, or modify its Proposal for a period of at least ninety (90) calendar days following the Proposals’ opening on **October 3, 2022** subject to the exception described in the next paragraph below. The City may extend the 90-day period upon the City’s written request and upon the affected Proposers’ written approval.

The City may allow a Proposer to withdraw or cancel a Proposal after the opening of the Proposals, if the Proposer establishes, to the City’s satisfaction, that all of the following circumstances exist:

1. The Proposer made a mistake in its Proposal;
2. Within five (5) days after the Proposal’s opening, the City receives from the Proposer written notice of the mistake and the notice specifies in detail how the mistake occurred;
3. The mistake made the Proposal materially different from what the Proposer had intended it to be; and
4. The mistake was made in filling out the Proposal and was not due to error in judgment, or carelessness in reading the RFP or the proposed Contract.

D. Proposal Preparation Expenses

Expenses for developing the RFP response are entirely the responsibility of the Proposer and are not chargeable to the City in any manner. The City is not liable for any pre-contractual expenses, which are defined as expenses incurred by Proposer in:

- Preparing its Proposal in response to this RFP.
- Negotiating with the City any matter related to the Proposal.
- Any other expense incurred by Proposer prior to the date of award of the Contract for this RFP.

E. Insurance

Specific insurance requirements are noted in **EXHIBIT V (“Insurance Requirements”)**, and evidence of the insurance coverages will need to be in place before the start of the work. The City will require certificates of insurance and additional insured endorsements when the successful Food Service Provider submits a signed Contract to the City. A Food Service Provider **does not** need to submit proof of insurance to submit a Proposal, but must be prepared to meet all City insurance requirements (with no additional cost to the City), if the Food Service Provider is awarded a Contract.

A Proposer must submit to its insurance company, or insurance agent, the “Insurance Requirements” in this RFP and the proposed Contract. The insurance company’s underwriter or agent must complete the “Insurance Requirements Affidavit” (at page PF:32 of the attached PROPOSAL FORMS) which states that the insurer’s underwriter or agent will furnish the City with the required insurance documents within fourteen (14) calendar days after the Proposer’s having been notified of the Contract’s award. The Proposer must submit this form with its Proposal. The City may reject any Proposal made without this affidavit, or made with an incomplete affidavit form.

F. Proposer’s Indemnification of the City

At its expense, Proposer agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, and representatives from and against any and all liability, suits, actions, proceedings, judgments, claims, demands, liens, losses, damages, costs, and expenses (including attorneys’ fees, litigation, arbitration, mediation, appeal expenses) if a dispute, lawsuit, or other proceeding arises out of any one or more of the following:

- Proposer’s submitting the Proposal;
- The City’s accepting Proposer’s Proposal; or
- The City’s awarding a Contract to Proposer in compliance with this RFP, or state, federal, or local laws.

IV. Proposal Content and Format

A. Using the Attached Proposal Forms

“Proposal Forms” (PF:1 to PF:35) are attached to this RFP. A Proposer must submit its Proposal only on those forms. With its Proposal, the Proposer must submit various attachments (e.g., employees’ resumes, financial statements, a bank’s reference letter, and further explanations) that this RFP and the Proposal Forms describe.

The Proposer must fill in the blanks on the Proposal Forms, using a typewriter, printing legibly in ink, or using a fillable PDF. When answering the Proposal Forms’ questions, the Proposer must furnish pertinent and relevant information rather than merely provide promotional facts or materials. The Proposer must respond to the Proposal Forms’ questions with all applicable information, in order for the City to consider the Proposal as “responsive.”

If a Proposer fails to provide the information that the forms require, fails to return all of the forms, or fails to submit the required attachments, the City may treat the Proposal as “non-responsive.”

The Proposer must place initials next to all interlineations, alterations, and erasures on the Proposal Forms.

The Proposer must not modify or qualify the Proposal Forms in any manner. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it informal and may cause its rejection.

With the Proposal each Proposer must submit the following attachments:

- Proposers’ resume and, if applicable, its employees’ resumes (See: PF:18);
- Audited or reviewed financial statements, or compilations (See: PF:21); and
- Bank’s reference letter (See: PF:21).

B. Identifying Proprietary Information; Public Records Act

A Proposer must identify and list all copyrighted material, trade secrets, or other proprietary information (“protectable documents”) that the Proposer included in its Proposal which Proposer believes should be exempt from disclosure under California’s Public Records Act, Government Code Section 6250, et seq. (See: PF:33).

By listing the documents, the Proposer agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, and representatives from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of or connected with the City’s refusal to disclose the protectable documents to any party making a request for those items.

The City will treat any Proposer, who fails to identify documents that the Proposer believes should be exempt from disclosure, as having waived its right to an exemption from disclosure, as the Public Records Act provides.

All Proposals and other material submitted become the property of the City and may be returned only at the City’s option. The City reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the Proposal does not affect this right.

C. Meal Rates

A Proposer must provide the total price per meal for the “Congregate Meal Program, Hot or Cold Meals/Boxed Lunches and “Home Delivered Meals Program, Frozen Meals” (See: PF:34).

D. Proposal Signature(s)

The person or persons legally authorized to bind the Proposer to the RFP must sign the Proposal. The individuals signing the Proposal must represent that they are authorized to bind the Proposer’s legal entity.

- A corporation must execute the Proposal by its duly authorized officer(s) in accordance with its corporate bylaws.
- A partnership must execute the Proposal by all of its partners. After each signature, each partner must list a residential address or the firm’s address, either of which must include the state, zip code, and telephone number.
- If the Proposer is a joint venture consisting of a combination of any of the above entities, each entity in the joint venture must sign the Proposal.
- An individual signing a Proposal as an agent of another or others must attach to the Proposal evidence of that person’s legal authority to sign on behalf of another or others.

V. Method of Selection

All Proposals received on time will be opened on October 3, 2022. Proposals will first be reviewed to ensure compliance with the terms of this RFP. Non-compliant or non-responsive Proposals may be rejected. The City will then evaluate the Proposals in accordance with the criteria listed below.

A. Basis for Award and Evaluation Criteria

Evaluation of a Proposal will be based on a competitive selection process. Experience, references, demonstrated successes, and the proposed fee will be considered in the selection process. The City reserves the right to award the Contract not necessarily to a Proposer with the lowest cost proposal, but to a Proposer who will provide the best overall match to the RFP requirements and who best serves the City’s interests. Each Proposer’s submission will be evaluated and scored on the criteria listed below. Each criterion has a maximum allowable point.

| Description | Weight |
|---|---|
| Proposal Responsiveness: A. Proposer has provided the information, document(s), and other item(s) that the RFP specifies. B. Proposer has proposed one or more modifications to the Contract. | Pass/Fail Proposal may be deemed non-responsive, or up to 10 Points may be deducted as follows: -4 Points for modification to Indemnity provision -4 Points for modification to Insurance provision -1 to -2 Points for modification to one or more Contract provisions (other than indemnity or insurance) <i>No Point Deduction for Proposer’s accepting Contract without Modification</i> |
| Services requirements | 20 Points |
| Quality of meal | 20 Points |
| Cost per meal | 25 Points |
| Qualifications of personnel and management | 15 Points |
| Prior Experience | 15 Points |
| References | 5 points |
| MAXIMUM TOTAL POINTS | 100 |

The City may investigate the qualifications of any Food Service Provider under consideration, require confirmation of information furnished by the Food Service Provider, and require additional information or evidence of qualifications to provide the Service described in this RFP.

B. Selecting a Food Service Provider

A panel comprised of City representatives and a member of the Senior Services Committee—selected by the Director of Community Services & Parks Department— will: 1) evaluate each RFP submission, 2) will select up to three finalists for an interview, and 3) will submit a final recommendation to the Director. The Director will submit a recommendation to the City Council for approval.

The City Council must approve an award of a Contract to the successful Proposer and no rights or obligations begin under an award until the approval is secured and a Contract has been duly signed by all parties.

Once selected, the successful Proposer must enter into a written Agreement with the City within fourteen (14) calendar days following Proposer's receiving the City's Notice of Award.

C. City's Reservation of Rights

This RFP and the proposal evaluation process do not:

- Obligate the City to accept or select any Proposal;
- Constitute an agreement by the City that it will actually enter into any contract with any Proposer.

When it best serves the City's interests, the City may do any one or more of the following:

- Reject any Proposal or all Proposals at its sole discretion.
- Extend the deadline for accepting Proposals.
- Accelerate the pace of the RFP process if only one or a handful of Proposals are received.
- Waive any or all information, defects, irregularities, or informalities in a Proposal.
- Accept amendments to Proposals after the Proposal Deadline.
- Amend, revise, or change the RFP's evaluation or selection criteria.
- Cancel, withdraw, amend, revise, change, or negotiate the terms of this RFP, the proposed Contract, or both.
- Reissue a Request for Proposals.
- Conduct oral interviews.
- Visit a Food Service Provider's facilities or business.
- Examine financial records of a Food Service Provider to the extent necessary to ensure financial stability.
- Make a partial award.
- Negotiate with one or more Food Service Providers.
- Award contracts to one or more Food Service Providers.
- Require a best and final offer from one or more Food Service Providers.
- Provide its own services for daily meals for the Elderly Nutrition Program, or contract directly— without an RFP or bids— for those services.

VI. Award of Contract

Within ninety (90) calendar days after the City opens all Proposals, if the City Council selects a Proposal, the City will give the selected Proposer a “Notice of Intent to Award Contract” that will specify the “start date” for performing the Contract’s services.

Once selected, the successful Proposer must enter into a written Agreement with the City within fourteen (14) calendar days following Proposer’s receiving the City’s “Notice of Intent to Award Contract” or within any extension that the City may allow. The RFP, or any part of it, and the Proposer’s responses, will be incorporated into and made a part of the Contract. *A copy of the proposed Sample Contract is provided as EXHIBIT IV.*

Before any services can commence, the selected Proposer will be required to execute the Contract, which is *a standard form of agreement*. To facilitate the project’s smooth and timely implementation, Proposers responding to this RFP shall review all the terms and conditions of the Contract, including, but not limited to, provisions relating to insurance, indemnity, and termination.

The City’s policy is that the Contract be accepted as is. By submitting a Proposal to the City in response to this RFP, each Proposer is deemed to have provided its approval to the Contract, accepting it without qualification. If a Proposer seeks limited modification of the Contract, then in the Proposal a Proposer must identify the proposed changes.

However, changes or qualifications to the Contract may be weighed in the evaluation of the Proposal. In the City’s determination, the City may deduct points in the scoring of the Proposal or the City may reject the Proposal as non-responsive, thereby taking no further action on it.

Further details on the point deductions are set forth in the chart on page 13 of this RFP (V. Method of Selection / A. Basis for Award and Evaluation Criteria).

The City reserves the right to further negotiate the terms and conditions of the Contract. The Proposer whom the City Council selects must cooperate with the City in good faith to negotiate, sign, and deliver the final Contract. The City will draft the Contract and may require the selected Proposer to attend one or more Contract negotiation conferences to discuss possible:

- Revisions to the Contract’s service-related terms, conditions, requirements, specifications, or minimum performance standards, other than the insurance and the indemnity provisions; and
- Additions to the Contract, by the parties’ mutual agreement, or as a City Ordinance or Resolution, the City’s Charter or Municipal Code, or any other law may require.

At any time, and for any reason, if contract negotiations with the selected Proposer fail to progress, to the City’s reasonable satisfaction, the City reserves the right to not only end negotiations with the selected Proposer, but also cancel the award and reject the Proposal. At its discretion, the City may then: reopen the proposal process; choose from among the remaining, if

any, qualified Proposers; reissue the RFP; negotiate directly with any Proposer for services; or choose not to contract for services.

Within fourteen (14) calendar days after the City issues the Notice of Intent to Award Contract, or within any extension that the City may allow, the selected Proposer must submit to the City all of the following items:

- *The Contract, properly signed by the Proposer.* (The City will notify the selected Proposer whether the Contract requires an ink signature or an authenticated electronic signature through DocuSign or Adobe Sign).
- *Insurance certificates and additional insured endorsements that fully conform to the Contract's requirements.* (The City's Risk and Insurance Services Manager will review the required insurance).

If the selected Proposer has not changed any terms of the Contract, and if the insurance and the bond(s) conform to the Contract's requirements, the City will sign the Contract and then provide the Proposer with a fully signed ink version, or an electronic version, of the Contract.

VII. Letter of Objection; Procedures

A Proposer, who believes that any part of this RFP is discriminatory against the Proposer or precludes the Proposer from being given reasonable consideration in the procurement process, must submit a letter, clearly stating the specific objections, the areas of concern, and a proposed method for resolving the objections. The Proposer, or the person who is duly authorized to represent the Proposer, must sign the correspondence. The City must receive the letter of objection on or before 5:00 p.m., October 24, 2022. The City will not consider any verbal objection. The letter of objection must be addressed as follows and delivered to:

City of Glendale
Community Services & Parks Department
Attention: Aylin Isayan
201 East Colorado Street,
Glendale, CA 91205

Upon the City's timely receipt of the objection letter, the City will review the Proposer's contention(s). If the City decides that the RFP— whether in whole or in part— needs revision, the City will prepare Addenda, as described in Section IIF of this RFP.

EXHIBIT I – Food Service Specifications

STATEMENT OF WORK AND SCHEDULE

During the time of performance as set forth herein, the Contractor shall furnish all food, labor and equipment necessary to prepare and deliver individual meals and/or bulk food for persons 60 years of age and older, in compliance with the Title III Congregate and Home Delivered Nutrition standards as described in Federal, State and County regulatory statutes; the California Health and Safety Codes, more specifically the California Uniform Retail Food Facilities Law (CURFFL), as amended January 1, 2020 the older Americans Act (OAA), Amendment of 1992, and the Area Agency on Aging (AAA) Policy and Procedures.

To assure that meals are prepared in a safe, sanitary environment, in compliance with the California Health and Safety Codes, the AAA Policies and Procedures and Contracts Management Manual, the Contractor shall comply with the following requirements:

The Contractor shall hire a part-time Registered Dietitian (minimum 20 hours a week) who possesses a Bachelor’s degree and/or Master’s Degree in Nutrition/Dietetic with an institutional food service management emphasis from an accredited college or university, for supervision of the food services operation within the catering company and/or Central Kitchen; or

The Contractor shall hire a qualified Food Service Manager who possesses a B.S. degree in Food and Nutrition with emphasis on food service management or restaurant management from an accredited college or university, and/or two (2) years professional experience as a food service supervisor. No less than six (6) years of experience in the food service industry at a supervising level can be substituted for the 4-year degree requirements.

The Contractor must submit, to the County, the registration I.D. number and expiration date of Registered Dietitian along with complete verifiable resumes of the Registered Dietitian or Food Service Manager for the County’s Area Agency on Aging (AAA) approval.

The County may, at its sole discretion, waive this requirement or for repeated deficiencies of non-compliance, require the Contractor to fill both positions, and/or to expand the required positions to full time positions.

1. NUMBER OF MEALS

The minimum requirement is estimated at 57,680 meals and the maximum requirement is estimated at 156,000 meals annually with the following breakdown. There is no guarantee that the minimum number of meals will be ordered by the City of Glendale.

| | TOTAL ANNUAL MEALS (estimate) |
|---------------------------------|-------------------------------|
| Monday-Friday | 31,200 |
| Saturday | 6,240 |
| Sunday | 6,240 |
| Holidays | N/A |
| Frozen Meals (Home Delivered) | 14,000 |
| GRAND TOTAL ANNUAL MEALS | 57,680 |

2. DELIVERY STANDARDS

- a) The Contractor shall prepare and portion in bulk, all food and necessary supplies for the Congregate Meal program by 10:30 a.m. All food to be transported to satellite sites shall be placed in appropriate hot and cold boxes. A label shall be attached to each food product indicating name of meal locations, number of servings and size of serving.
- b) The Contractor shall pack and portion all frozen food and supplies for the Home Delivered Meals program by 1:30 p.m. All food transported to client homes shall be placed in ice chests.
- c) The meals shall be delivered as follows:

| City of Glendale Meal Location | Approx. # Meals per day | Time Food Preparation Completed | Time Food Leaves the Kitchen | Time Food Arrives at the Site |
|---|-------------------------|--|--|---|
| Congregate Meals Program Adult Recreation Center | 100 | 10:30am | <i>Food Prepared for onsite dining</i> | <i>Food Prepared for onsite dining.</i> |
| Congregate Meals Program Pacific Community Center | 20 | 10:10am | 10:30am | 10:40am |
| Congregate Meals Program Sparr Heights Community Center | 60 | 10:10am | 10:30am | 11:00am |
| Home Delivered Meals Program | 67 | <i>Food Prepared at Contractor's Central Kitchen</i> | 1:30 pm | <i>varies</i> |

- c) The City reserves the right to add or delete Congregate meal sites or designate alternate meal locations, as appropriate, subject to approval by the AAA.

- d) The City may change the days and time of delivery and service by giving the Contractor seven (7) days' notice.
- e) The City may change the number of meals to be delivered to any of the meal locations by notifying the Contractor by 2:00 pm of the day prior to delivery.
- f) The Contractor shall prepare Home Delivered Meals for City delivery no more than 50 minutes' prior the agreed upon delivery time.
- g) Food for Congregate Meals Program shall be served by the City; within two (2) hours after food preparation has been completed.
- h) The last Home Delivered Meal shall be delivered by the City within two hours (2 hours) after food preparation has been completed.
- i) The City shall deliver meals; all dirty dishes, silverware and pans shall be returned by the City to the Adult Recreation Center kitchen for cleanup by the Contractor.
- j) All food must be packaged under conditions that will ensure temperature control to prevent bacterial contamination, spillage, and/or insect infestation. Hot foods shall be delivered at a minimum temperature of 140F and cold foods at a maximum temperature of 40F. These temperatures must be maintained until serving time.
- k) Hot portion of meals (entree, vegetable, potatoes, etc.) to be cooked and prepared not more than two (2) hours before serving time.
- l) Deliveries to the Adult Recreation Center kitchen and to satellite sites shall be accompanied by a delivery slip, executed in triplicate, designating the number of meals and supplies delivered. Delivery of invoices shall be signed by site manager and one copy left with same.
- m) The Contractor shall be liable for meals that do not meet the nutritional standards and requirements, are spoiled or unwholesome at the time of delivery from Contractor's Central Kitchen to the Adult Recreation Center kitchen and are incomplete or insufficient in number ordered, or are delivered after the time specified by the City. In the event the Contractor fails to deliver complete meals, other foods, or supplies as agreed upon from Contractor's Central Kitchen, the City may provide a substitute meal with emergency meals or supplies purchased from other places and charge the cost of the purchased meal to the Contractor.
- n) If any portion of a meal other than the entrée is delivered from Contractor and/or their subcontractors to the Adult Recreation Center kitchen in an unacceptable condition, such as incorrect temperature (potentially hazardous) less than contracted portion, spoiled or too late, the Contractor shall be liable for the cost of that portion. If the entrée is unacceptable, the Contractor shall be liable for the

cost of the entire meal. All shortages shall be noted on the delivery slip for proper crediting.

- o) A chemical analysis of any food delivered from Contractor's Central Kitchen may be made by the City at any time. The Contractor agrees to cooperate in having the analysis made. If the analysis discloses that the food does not comply with these specifications, the Contractor shall be liable for the cost of the analysis.
- p) The Contractor and the City both agree to implement and/or maintain a Hazard Analysis and Critical Control Point (HACCP) system as required by the AAA.

3. MEAL SERVICE

Contractor's Responsibilities. The Contractor shall be responsible for the following:

- a) Preparing all meals to be served at the Adult Recreation Center, Pacific Community Center and Sparr Heights Senior Center at the Adult Recreation Center Kitchen. Home Delivered Meals may be prepared at an off-site location and transported to the Adult Recreation Center kitchen.
- b) Maintaining all Health Department Regulations, CURFFL, OSHA, COSHA, Fire Department Codes, and Los Angeles County Area Agency on Aging.
- c) Complying with Los Angeles County Code Title 2 - Administration, Division 4, Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) and Los Angeles County's Subaward Requirements for COVID-19 Vaccinations of County Contractor Personnel (**Included in Sample Contract- Exhibit IV as "EXHIBIT K and EXHIBIT L"**).
- d) Developing and following a daily routine, as approved by the City, to maintain above-average cleanliness in Adult Recreation Center kitchen. The Adult Recreation Center's grease interceptor is pumped by the City of Glendale four (4) times per fiscal year. If additional pumping is required over 4 times in a fiscal year, it will be the financial responsibility of the Contractor to do so.
- e) Securing all doors (interior and exterior) and windows nightly; and taking responsibility for facility keys to protect from theft and employee misuse.
- f) Allowing Adult Recreation Center kitchen to be used by community groups during evening and weekends. (Contractor shall use the Adult Recreation Center kitchen from 6:00 a.m. to 2:00 p.m. daily).
- g) Maintaining accurate records of food temperature at the time the food is placed in holding equipment and at the time the food is packed for transport to the satellite sites; taking and recording daily temperature readings of storeroom, freezer, and

refrigerator and submit all records at month's end to Project Director; and maintaining other elements of a HACCP Program.

- h) Completing an inventory of kitchen equipment at the beginning and conclusion of Contract, and replacing all items lost, broken, stolen or damaged by the Contractor.
- i) Immediately repairing or replacing all appliances or large equipment that is damaged due to misuse or negligence by the Contractor.
- j) Providing labor and supplies for the daily washing of all dishes, silverware, cooking utensils, pots, pans, etc., used to prepare and serve meals at all sites.
- k) Providing iodized salt, pepper, sugar and napkins for each site.
- l) Coordinating the time of meal preparation, kitchen cleaning and delivery by purveyors with the Project Director to minimize disruption of activities planned in adjacent rooms.
- m) Ordering and being on-site to receive all necessary food, cleaning supplies and related items. (City of Glendale staff cannot accept or take the responsibility for deliveries while the Contractor is not on-site).
- n) Following all standard cooking procedures, as specified by the Project Director or Project Dietitian, to ensure that the meals prepared will contain the maximum amount of essential nutrients. HACCP style recipes and food production schedules must be provided and followed.
- o) Being able to provide upon request written specifications of ingredients for all convenience or processed food items.
- p) Storing sufficient back-up supply of disposable marine biodegradable 9" plates, eating utensils and coffee cups on-site at the Adult Recreation Center to serve up to 200 people in the case of emergency.
- q) Providing marine biodegradable paper products (plates, cups, knives, forks, spoons, etc.) to serve people when the Contractor's employees are not available to wash dishes.
- r) Notifying the Project Director of any substitutions on the menu due to non-delivery or other uncontrollable circumstances at least 24 to 48 hours prior to service.
- s) Providing emergency back-up food at satellite sites.
- t) Providing any additional cooking utensils necessary to prepare meals that are not provided by the City.

- u) Providing all necessary linen for meal preparation and cleanup.
- v) Providing telephone services as necessary for the catering operation.

City's Responsibilities. The City shall be responsible for the following:

- a) Repairing the City's building, grounds and equipment which may need repair because of normal or ordinary wear. The City will clean and pump the grease interceptor four (4) times per fiscal year.
- b) Assuming financial responsibility for utilities such as gas, water, electricity, except if the City determines that the Contractor is not following adequate conservation measures. After the City has given written notice to the Contractor, the City may elect to bill the Contractor for utility charges exceeding a reasonable, acceptable level, as determined by the City.
- c) Providing the Adult Recreation Center kitchen with mobile refrigerator/freezer, walk-in refrigerator/freezer, range, convection oven, dishwasher, mixer, slicer, Crescor ovens, Cambros boxes, performance coolers, work tables, small tableware, small kitchenware, hot and cold boxes to transfer bulk meals, locking cabinets, storage space and other miscellaneous equipment. The City will maintain keys to the freezer and refrigerators and reserves the right, at any time, to inspect any equipment, including storage rooms, freezer and refrigerators.
- d) Providing tableware, including meal plates, forks, knives, spoons, bowls, and straws.
- d) Cleaning the Adult Recreation Center kitchen following community groups' use.
- f) Providing "Grab and Go" lunch products including: bags, food storage containers, utensils, and other items for pandemic response food delivery method.

4. MENUS

- a) All menus shall be in compliance with Title III-C Menu Writing Specifications for 2022-2023 (**EXHIBIT II**).
- b) C-1: A five-week menu cycle shall be used that is written once yearly.
 - Traditional Meal Menu (5-week cycle)
 - Pandemic Altered Meal Menu (Sample Menu)C-2: A four-week menu cycle shall be used that is written once yearly.
 - Traditional HDM Meal Menu (5-week cycle)
 - Emergency Meals Menu

The City has the responsibility for menu writing and duplicating, with input from the Contractor. The menu shall be approved by the Dietary Administrative Support Services (DASS) Contractor Dietitian.

- b) All menus must be signed by the Project Director, the Dietary Administrative Support Services Contractor Dietitian, and certified by the AAA nutritionist prior to the start of the menu cycle.
- d) All menu substitutions by the Contractor shall be submitted in writing for approval by the Project Director or Dietary Administrative Support Services Contractor Dietitian at least five (5) days prior to serving date. The Contractor may, however, in an emergency situation, make menu substitutions on verbal approval of the Project Director or Dietary Administrative Support Services Contractor Dietitian, with a written notice to follow for documentation.
- e) The Contractor shall make provisions to provide in-service training regarding food sanitation and safety for their food service staff. Documentation of such training shall be submitted to the City. The county Area Agency on Aging may require the City, based upon major finding of noncompliance items in food and safety, to provide additional food service training.
- f) All menus will be identical at all sites unless otherwise specified by the City.
- g) The Contractor shall provide a birthday cake in place of regular desert once a month as specified by the Project Director.
- h) The Contractor shall provide for holiday meal menus on the day specified for a holiday event. This will not occur on Los Angeles recognized holidays, but rather on alternate celebration days.

5. MEAL PATTERN SPECIFICATIONS

- a) All food must be of the highest quality standard and conform to USDA requirements. It must be prepared in a manner to preserve optimum flavor and appearance while retaining nutrients and food value. Special consideration should be given to tenderness of meat because of the age of our participants.
- b) Minimum grades for all foods shall be as follows:

Beef: USDA Grade A choice
Pork: USDA Number 1 (as defined in SRA., Number 171, U.S. Standards and Grades of Pork Carcasses)
Lamb: USDA Choice

Poultry: USDA Grade A to be used for all fresh or frozen poultry products. Necks, backs, nor wings, alone shall not be used prior approval of the Project Director or project designee.

Variety Meats: Grade Number 1 from USDA Government inspected plants

Dairy Products: The following is to be used as minimum specifications for all Graded dairy products:

- a. Eggs, fresh USDA or State Graded A
- b. Cheese, USDA Grade A, non-processed cheese
- c. Milk: nonfat, 1% low-fat, shall be available

Fish and seafood must be fresh or frozen and be nationally distributed brand packed under continuous inspection of the U.S. Department of Interior

Canned fruits and juices: USDA Grade A (Fancy) and Grade B (Choice) are to be used for all graded fruits and fruit juices. Grade C (Standard) may be used for pies and cobbler production only.

Fresh Fruits: USDA Fancy to USDA No. 1 to be used for all graded fresh fruits as a minimum standard.

Fresh vegetables: USDA Fancy and No. 1 to be used for all graded fresh vegetables as a minimum standard.

Frozen fruits and vegetables: USDA Grade A to be used for all graded frozen fruits and vegetables as a minimum standard.

7. EVALUATION OF CONTRACTOR

The City and the Dietary Administrative Support Services (DASS) Dietitian shall evaluate the Contractor’s performance to determine if it is in compliance with meeting requirements. All evaluations must be sent to AAA nutritionist.

8. RECEIPTS AND INVOICES PROCEDURES

- a) The Contractor shall issue daily delivery receipts to each site.
- b) After the close of each calendar month, the Contractor shall furnish to the City an invoice of meals ordered by the program for the previous month. The City will pay such invoices monthly for the month prior within 30 days after receipt of final

monthly invoice for the month. The Contractor's failure to maintain current insurance and provide verification may result in delayed payments.

EXHIBIT II – MENU WRITING SPECIFICATIONS

These specifications are provided by Los Angeles County Aging and Disabilities Department and are subject to change at the discretion of that agency. The City and the Contractor are required to adhere to these specifications and any subsequent changes to these specifications. Menu Writing Specifications are provided by Los Angeles County Aging and Disabilities Department and from the Dietary Guidelines for Americans 2020-2025.

These menu writing specifications and requirements are developed to facilitate the menu writing process and encourage agencies and caterers to meet the new Dietary Reference Intakes (DRIs) included in the Dietary Guidelines for Americans 2020-2025. The specifications will assist agencies and project dietitians in providing nutritious, appetizing, tasty, and cost effective Title III-C meals for the seniors we serve.

GENERAL RECIPE AND SPECIFICATION SHEET REQUIREMENTS

1. If a food item is purchased ready prepared, a food specification sheet is required. Serving size, nutritional analysis, and brand name should be included. Copy the Nutrition Panel on the food label, or obtain Food Specification sheets (cut sheets) from your suppliers. The baseline goal for the amount of sodium allowable in ready prepared or processed entrees is 400-450mg.
2. Experiment with herbs, seasonings, and flavor blends that do not contain sodium.
3. If your agency or caterer develops a low sodium recipe popular with seniors, PLEASE SHARE IT.
4. Recipes must include a Hazard Analysis Critical Control Point (HACCP) plan detailing safe food handling procedures for all menu items made by the Central Kitchen or Caterer.
5. Each agency and/or caterer may use standardized HACCP recipes, or may modify their own recipes to meet HACCP requirements. Standardized recipes are included in the L.A. County Foodservice Standard Operating Procedures (SOP) Manual.
6. HACCP recipes developed by agencies and caterers should follow the recipe format found in the SOP Manual, or follow the format outline in the National Restaurant Association's (NRAs) HACCP Reference Book. Each recipe should note the Critical Control Point (CCPs) and Potentially Hazardous Foods (PHF's).
7. Agencies and caterers are encouraged to try new recipes. The recipe must be put in a HACCP format when it is added to the cycle menu.

8. All food specification sheets and HACCP recipes must be on file by July 1st of each fiscal year.
9. It is critical that the Elderly Nutrition Nutritional Analysis for FY 2022-2023 the most recent menu cycle that was completed by the (DASS) contractor be an integrated part of the menu writing process. The Project Dietitian will provide this analysis as a part of the menu review and planning process. This analysis highlights critical components of the menu and provides a focus for menu planning and improving.
10. The “Menu Writing Template” must be utilized as a part of the menu development process. **This template is to be completed first prior to typing the menu.** It is a valuable tool and aid in ensuring that items are properly meeting the specifications (such as no bac to back entrees, etc.) and all requirements are met. The template worksheets should be **all on one sheet** to easily see if there are duplications for any of the components. Once the template has been checked and verified to meet requirements, the menu can be typed. An accurate template must be turned in with your completed menu as they assist with the review and certification process. Menu will not be accepted without the menu template.

GENERAL MENU REQUIREMENTS

1. All menus using nutritional analysis must be updated for nutritional content. Nutritional content can be averaged each week to see if nutrient standards have been met. However, the menu must contain at least 25mg Vitamin C every day, 233ug Vitamin A on a at least three out of five different days of the week or four out of seven days a week and 200 IU of vitamin D daily (may be averaged over the week). Serve potassium rich food consistently.
2. The component meal pattern template may be used instead of nutrition analysis for determining nutritional adequacy. If the component method is used, the AAA Standardized Menu Form must be used. The menu must meet the Senior Meal Patterns requirements. The menu must contain at least 25mg Vitamin C every day, and 233 ug Vitamin A three times per week in a 5-day program, or four times per week in a 7 day-program. Vitamin C sources must be indicated by; Vitamin A sources must be indicated by two ** Two foods can be used to provide the Vitamin C or the Vitamin A. However, the amount that each component provides must be noted on the menu and totaled at the bottom of the menu for that day. The menu must contain at least ½ serving of whole grains each day, with each serving providing at least 3-grams of fiber. **Sodium that exceeds 1,000 mg must be noted with a ‘+’ symbol and can only be used in a holiday menu** with ethnic catered menus being exempt. Potassium rich foods must be on the menu consistently and notes with an ‘=’ symbol. For HOLIDAY meals exceeding 1,000 mg sodium the amount of Potassium must be noted at the bottom of the menu column

for that meal. **If for any reason the menu does not meet the menu component requirements, the Nutrition Project must obtain the approval of the AAA Nutritionist and/or DASS RD.**

• **Senior Component Meal Pattern Requirements:**

| Food Group | Required Servings Per Meal | 2020 Dietary Guidelines Servings Per Meal |
|------------------------|---|---|
| Meat or meat alternate | 3 oz. | <ul style="list-style-type: none"> • 3 oz. servings whole or ground meats, chicken or fish. Limited ground meat to two times per week for a five day menu or three times per week for a seven-day menu. |
| | 3 oz. | <ul style="list-style-type: none"> • 3oz meat or meat alternate used in casserole dishes. • Limit casseroles to two times per week. • 3 oz. meat or meat alternate used in salad entrée recipes • 2 oz. meat or meat alternate used in sandwich recipes. • Limit sandwiches to one time per week. |
| Vegetable/Fruit | 1-2 servings | <ul style="list-style-type: none"> • 1 to 1 ½ cups total servings of vegetables and fruits. • Serve 3 servings a minimum of 2 times per week. • ½ cup lettuce salad counts as ½ serving. • ½ cup or 1 piece of fruit for dessert counts as 1 serving. |
| Grain/Bread | 1-2 servings | <ul style="list-style-type: none"> • 1 to 2 servings per meal such as 1 slice whole grain bread or ½ cup rice, pasta. • There must be at least ½ serving of whole grain daily. • Frequently use brown rice, whole grain pasta, or half brown and white rice mixture. • Try to incorporate grains like quinoa, bulgur, or barley. |
| Fiber | 7 grams | May be averaged over the week |
| Milk | 1 serving | 1 cup; Serve 1% fat or non-fat milk. |
| Fats | Optional—1 serving Trans-fat free Margarine | 1 teaspoon or equivalent measure. No trans fats or foods containing trans fats can be served.** |

| | | |
|-----------|---------------------------------------|---|
| Dessert | 1 serving fruit grain/bread, or dairy | ½ cup <ul style="list-style-type: none"> • Fruit (Serve daily) • Non fruit-based desserts including milk-based, baked (cookies) or gelatin should be served no more than once per week. |
| Water | 6-8 ounces | Must be provided daily at Congregate Sites. |
| Beverages | Optional | Beverages (regular and decaffeinated coffee and tea) do not contribute to meeting the meal pattern and are not an allowable AAA expense. |

Menu Writing Components

3. All FY 2022-2023 menus must be provided on the revised menu forms. This includes holiday, frozen and box lunch menus.
4. Review the nutritional analysis of the menu provided by the DASS contractor of the current menu cycle in order to improve menu planning, as needed, review menu preferences of senior population and items from QA meetings as a part of the menu planning.
5. All cycle menus shall be planned for a minimum of four weeks or a maximum of six weeks, approved by the Project Dietitian, and approved/certified by the DASS contractor. Menus must be certified once per year.
6. To increase variety, include entrée alternates in the cycle. The agency can serve alternate one in the first month, alternate two in the next cycle. Menus will be analyzed using both alternates.
7. Two to four times a month, have a “Choice Day” when the seniors can select one of two entrees served. Pair a popular item like pork chops with one not so popular, like fish to increase the variety of entrees served.
8. The menu cycle should include holiday meals, ethnic meals, box lunches, special breakfast and/or dinner menus. Special menus should be substituted in the menu at least once per month to add variety and interest. The Project Dietitian must approve all menu substitutions.
9. Serve an entrée salad twice a month during July, August, and September.
10. Serve soup with sandwich and salad meals on the standard menu.

11. Menus shall reflect seasonal availability of food. The term "Seasonal fruit" may be listed on the menu no more than once per week. If the fruit is the Vitamin C source, the type of fruit must be identified.
12. Most meals providing one-third of the DRI's containing on average approximately 550 to 700 calories. There must be no less than 550 calories.
13. The sodium content must target 760mg per meal average over the number of meals per week. A high sodium meal can only be provided as a holiday menu, excluding ethnic catered menus. In addition, Potassium rich foods must be identified with an [=] symbol and the total Potassium for the meal must be noted at the bottom of the meal column. When possible, use low sodium cheese, meats and sauces. The sodium levels of all processed foods **MUST** be listed on the menu. It is the caterer's responsibility to provide this information during the menu planning phase. This would include such items as ready prepared or processed meat lasagna, stuffed cabbage, stuffed peppers, breaded meat or chicken patties, etc.
14. Low sodium products to make soups, gravies, and sauces **MUST** be used. The Caterer/Central Kitchen needs to provide a copy of the nutrition facts label from sauces, salad dressings, and other prepared foods. Use herbs, spices, and lemon that do not contain sodium to enhance the flavor of food prepared. Do not use monosodium glutamate (MSG).
15. Limit use of ground meat or poultry to twice per week for 5 days per week programs and to three times per week for 7 days per week programs. One of the products must be a formed ground meat product.
16. Encourage low fat methods of preparation (bake instead of fry), and use of reduced fat products such as 1% and nonfat milk. Meals should contain less than 35% with a target of 20-35% total calories from fat (may average over a week).
17. Trans fat free oils must be used in food preparation. Trans fat free prepared entrees crackers, and desserts shall be served. A trans-fat free prepared food contains less than 0.5 grams' trans-fat per serving. There cannot be any Trans Fats.
18. Food items shall be varied within the week and within the menu cycle.
 - a. Avoid having the same entree, fruit, vegetable or dessert on the same day of the following week. For example, do not serve turkey on Monday of two consecutive weeks.

- b. Do not use the same meat, poultry starch, vegetable, or fruit, even in a different form, two consecutive days in a row. For example, do not serve apple juice on Monday and baked apple on Tuesday.
 - c. Provide a variety of foods and preparation methods. Consider color, different food combinations, texture, size, shape, taste, and appearance.
19. Specify foods used. For example, identify vegetables used in vegetable soup and stew; the type of gelatin and fruit used in fruited gelatin; the specific fruit used for dessert; or fruits used in a fruit cup. If vegetable soup provides the vegetable serving for the day, then ensure that ½ cup of vegetable is in each portion.
20. Indicate the type of dressings for salads. Use dressings low in saturated fat and sodium. **Program must now offer at least one low-sodium salad dressing option (such as oil and vinegar) as a choice.**
21. Specify the types and amounts of gravies, sauces, and relishes to be served.
22. Double check that the word “Fortified” is indicated for margarine, and “Vitamin C Fortified” for juice and mashed potatoes if appropriate.
23. Serving sizes and/or serving implements must be included for all items served. Example: 2 peanut butter cookies; 4 oz. grapefruit juice; 2” x 2” spice cake; 2 4-oz ladles beef stew.
24. Encourage a switch from Styrofoam cups, plates, and bowls. Start using paper or reusable dishware. City has implemented a policy to begin using marine biodegradable paper products or reusable dishware. **Ordinance:** https://library.qcode.us/lib/glendale_ca/pub/municipal_code/item/title_8-chapter_8_46
25. Menus must be typed and is the responsibility of the agency, not the Project Dietitian.
26. It is the Project Dietitian’s responsibility to carefully review the menus after they have been typed to ensure all menu requirements are met, and to correct any errors.
27. When the menu has been approved by the Project Dietitian, e-mail one complete menu to the DASS contractor (CNS). Be sure the agency maintains a copy. The menu must be a Word Document, not a pdf file. Do not fax or mail menus. Menus must be submitted electronically except for the Menu Cover Sheet (the signed original which must be mailed to CNS). The Menu Cover Sheets must be completed in full prior to mailing to CNS.

The certified cycle menu for each week shall be posted in a conspicuous spot in the kitchen at each congregate meal site. The Site Manager shall check the certified menu for the proper serving utensils (such as scoops, spoodles and ladles) needed to serve each meal. The approved menu shall be available for seniors.

28. All menu substitutions must be pre-approved by the Project Dietitian. Serving unapproved menu changes may result in disallowed costs for the meals by the AAA.

MEAL COMPONENTS

- 1. Protein: Include a variety of protein foods from both animal & plant sources:
3 oz. protein equivalent from the protein subgroups:**

Meat (lean), Poultry and Eggs Seafood
Beans, Pea & Lentils Soy Products (Includes Tofu)
Must provide 15-22 grams of protein from the 3 oz protein equivalent.

The meal shall contain 3 ounces of cooked, edible portions of meat, fish, poultry, legumes, eggs, cheese (or a combination there of) or, in casserole dishes, entrée salads, and sandwiches, 3 oz of cooked, edible portions of meat, fish, poultry or fish providing at least 15 grams of protein for one meal per day. Meat and poultry should be lean or low fat, and nuts should be unsalted.

- a. If proteins normally high in sodium are served for variety and client satisfaction, use low sodium versions whenever possible.
- b. Serve legume dishes using mature dried beans, peas, and lentils as often as possible in accordance with participant acceptance. Try to include legumes at least once per week. Each serving must provide 15mg protein.
- c. Legume dishes may not be counted as both a vegetable and a protein in the same meal.
- d. Soups containing at least one-half cup of beans, lentils, or split peas may be counted as one ounce of protein/meat. Soup containing one ounce of protein/meat must be served with an entrée containing at least two ounces of meat.
- e. 3 oz. tofu equals 6gm of protein. Entrees must at least have 15gm of protein.

- 2. Vegetables: Include a variety of vegetables from all five subgroups**
Minimum of 1-2 servings with at least one serving from each subgroup per week.
Vegetable subgroups;

1. **Dark Green Vegetables** **Red & Orange Vegetables** **Beans, Peas, Lentils**
2. **Starchy Vegetables** **Other Vegetables**
One Serving is ½ c or 1 c raw leafy greens. Some Servings may be more than ½ cup to meet the vitamin C requirements, such as coleslaw. Refer to the certified menu.

- a. Vegetables as a primary ingredient in soups, stews, casseroles or other combination dishes must total ½ cup per serving.
- b. One serving of raw leafy vegetables equals 1 cup. ½ cup of raw leafy greens may be served, but is counted as ½ serving.
- c. Legume dishes may not be counted as both a vegetable and a protein in the same meal.
- d. Potatoes and sweet potatoes count as vegetables. Cornbread counts as a grain, but not a whole grain. Sweet corn would be a vegetable.

- 4. Fruits: Must have 1-serving DAILY with at least ½ of the fruit from whole fruit.**
One serving Equals: Whole fruit includes 1 medium, ½ c fresh, chopped, cooked, frozen or canned (in juice) ¼ c dried fruit, or ½ c 100% fruit juice. [Recommend limiting juice to 2Xweek & must have ½ serving of whole fruit with it.

- a. A serving of fruit is generally:
 - 1. Medium sized whole fruit
 - 2. ½ cup dried fruit
 - 3. ½ cup 100% fruit juice
- b. Vitamin C fortified juice bases may be used as vitamin C sources, but do not count as servings of fruit.
- c. Fresh, frozen, or canned fruit should be packed in juice, light syrup, or water. Rinse fruit packed in heavy sugar syrup.
- d. Fruit- Based desserts, such as pies or cobblers, may not be used to meet the full required servings for fruit in a meal. If it contains at least ¼ c fruit it may be counted as a half serving.

- 5. Grains 1-2 servings DAILY with at least half of the total grains a whole grain.**
One serving Equals: 1 slice bread, ½ c cooked brown rice, pasta, quinoa, bulgur, barley, 1-6" corn tortilla, 1 oz. whole wheat crackers. All must be trans-fat free.

A variety of whole grain products should be consumed. Recommended are those highest in fiber (barley, brown rice, buckwheat, bulgur, oats, quinoa, whole rye, and whole wheat.

1. A variety of whole grain product should be consumed. Recommended are those highest in fiber (barley, brown rice, buckwheat, bulgur, oats, quinoa, whole rye, and whole wheat.

a. **There must be ½ serving of a whole grain each day.**

b. Grains that are processed (not whole) must be fortified.

c. High sodium grains are to be used only in conjunction with low sodium entrees. This would include cornbread, biscuit, large flour tortillas and the large French rolls. ½ of French roll could be used to cut sodium to 200mg.

6. Dairy & Soy Alternatives- Include 1-serving daily.

One serving Equals: 8oz. (1 cup) of fat-free or 1% milk or yogurt OR fortified Soy beverage OR fortified soy yogurt.

- a. Each meal shall contain eight ounces of vitamin A&D fortified skim, reduced fat, or buttermilk (maximum of 1% milk fat) or fortified soy beverage OR fortified soy yogurt. Low-lactose and lactose-free dairy products are available for individuals who are lactose intolerant.
- b. Products made from plants (e.g., almond, rice, coconut, oat and hemp “milk”) are not included as a part of the dairy group because their overall nutritional content is not similar to dairy milk and fortified soy beverages.
- c. Cream, sour cream and cream cheese are not included due to their low calcium content.
- d. If religious preference precludes the acceptance of milk with the meal, it may be omitted from the menu. However, another substitute (dry milk solids or fortified soy milk) should be available.

6. Fat

Fat is not a requirement. Each meal may contain fat components to increase the palatability and acceptability of the meal. Trans fat free fat or oils may be used in food preparation or served as an accompaniment to the meal.

- a. Fats and oils are part of a healthful diet. The type of fat consumed makes a difference to heart health, and total amount consumed is also important.
 - i. Consume less than 10% of calories from saturated fatty acids. Foods containing trans fatty acids cannot be used for preparation or service.
- b. Keep total fat intake between 20 to 35% of calories. Use sources of polyunsaturated and monounsaturated fatty acids, such as fish, nuts, and vegetable oils.
 - i. Select lean, low-fat, or fat-free meats, poultry. Choose low-fat or fat-free beans, milk, and milk products.

7. Other/Optional [Dessert/Condiments]- Limit sweets to once per week, all must be trans-fat free.

- a. One Serving Equals: ½ cup pudding, fruit crisp, gelatin, ice cream or 2 small cookies, cake or pie OR Yogurt Parfait.
- b. When serving pudding or gelatin consider using a sugar-free product for all participants.
- c. If a high calorie dessert is served, it must be trans-fat free.
- d. Salt substitute shall not be provided.
- e. Sugar substitutes, pepper, herbal seasonings, lemon, vinegar, non-dairy creamer, salt, and sugar may be provided, but do not count as fulfilling any part of the nutrient requirements.
- f. Salad dressings, salsa, hot sauce, ketchup, soy sauce, mustard, mayonnaise do not need to be counted as long as they are served on the side and are not mixed in with the food.
- g. Shelf stable meals may be used as emergency supplies. Meals must follow menu standards. If purchased for emergencies, the meals must be used before or discarded after the use by/expiration date.
- h. Vitamin and or mineral supplements shall not be provided.
- i. Medical foods, nutritional supplements and food for special dietary uses shall not be provided with federal or state nutrition funds.

8. Water 6-8 oz. Daily- Vital hydration, water must be ready accessible to participants during mealtimes. The water can be bottled or can be provided from pitchers or a water cooler with cups available. Optional beverages (regular and decaffeinated coffee and tea) do not contribute to meeting 1/3 RDA and are not an allowable AAA expense.

9. Fat- Fat is not a requirement. Each meal may contain fat components to increase the palatability and acceptability of the meal. Trans-fat free margarine or oils may be used in food preparation or served as an accompaniment to the meal.

- a. Fats and oils are part of a healthful diet. The type of fat consumed makes a difference to heart health, and total amount consumed is also important.
 - Consume less than 10% of calories from saturated fats. Foods containing trans fatty acids cannot be used for preparation or service.

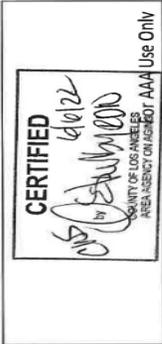
 - Keep total fat intake between 20% to 35% of calories. Use sources of polyunsaturated and monounsaturated fatty acids, such as fish, nuts, and vegetable oils.

EXHIBIT III – 2022-2023- Menu

The City of Glendale Elderly Nutrition Program 2022-2023 Approved menu is attached on the following pages for your review. This menu is in effect through June 30, 2023.

Menu Pattern: Congregate C1 Agency Name: City of Glendale Week: 1

Dates: 07/01/22-07/03/22 11/14/22-11/20/22 04/03/23-04/09/23
 08/01/22-08/07/22 12/19/22-12/25/22 05/08/23-05/14/23
 09/05/22-09/11/22 01/23/23-01/29/23 06/12/23-06/18/23
 10/10/22-10/16/22 02/27/23-03/05/23



| Food Group/Meal Component | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|---|--|---|---|---|--|---|---|
| Soup (Optional) If it contains ½ c vegetables may count as a vegetable | | | LS Lentil Soup (1/2 c lentils) 6 oz. Ladle | | Choice Day | | |
| Protein: (3oz. Equivalent/15 grams) 3 oz. Meat, Poultry, Seafood, 3/4 c Cooked Beans, Tofu or 3 Eggs - List portion size & components of mixed entrees | (A) Swedish Meatballs (B) Italian Meatballs 3oz. Beef (Grd) 2 oz. LS Sauce 4 oz. Spoodle | Herb Chicken 3 oz. Chicken | (A) Spinach Quiche (B) Ortega Chili Quiche 3 Eggs ½ c Spinach OR Chili- Cheese Garnish 1/8 sl.- Spatula | Roast Pork 3 oz. Pork 2 oz. LS Sauce | Garlic Butter Fish 3 oz. Fish OR Roast Turkey 3 oz. LS Turkey w/ LS 2 oz. LS Gravy 1 each- Spoon/Spatula | Stuffed Bell Pepper 3 oz. Beef Grd ½ Bell Pepper 1 oz. LS Sauce 1 each- Spoon/Spatula | Tuna Casserole 3 oz. Tuna, LS LF Cheese, GARNISH LS 3 oz. Sauce, WG Noodles ½ C=4 oz. 2x 4 oz. Spoodle |
| Vegetables: (1-2 Servings) At least 1 serving from each sub-group/Week: Dark Green, Red/Orange, Legumes, Starchy Vegetables, Other Vegetables 1 serving = ½ c OR 1 c for leafy greens | California Blend** ½ C=4oz. Spoodle Carrot, Corn, Green Beans Romaine Lettuce Salad 1 c- 2x 4 oz. Spoodles LS 1tsp. French dressing | Scalloped Potatoes ½ C= 4 oz. Spoodle Brussels Sprouts* ½ C= 4 oz. Spoodle Garden Salad ½ C= 4 oz. Spoodle LS LF 1tsp. Ranch dress. | Summer Meatley Squash ½ C=4 oz. Spoodle Tomato, Bell Peppers, Onion Salad* ½ C= 4 oz. Spoodle LS 1tsp. Lemon dressing | Carrot Coins w/ arsley** ½ C= 4oz. Spoodle Tossed Green Salad 1 C= 2x 4oz. Spoodle LS 1tsp. Thousand Island dressing | Baked Yam** ½ C=4 oz. Green Peas w/ Onions ½ C= 4 oz. Spoodle Broccoli Slaw* ½ c-4oz. Spoodle | Mashed Potato ½ C= #8 Scoop Mixed Salad Greens 1 c 2x 4oz. Spoodle LS LF 1tsp. Ranch dress. | Broccoli* ½ C= 4 oz. Spoodle Spinach Salad w/ Mushrooms** 1 C= 2x 4 oz. Spoodle LS 1tsp. Caesar dressing |
| Fruit: (1 Serving) ½ the fruit must be from whole fruit 1 serving=1 medium fruit/ ½ c chopped OR 100% Fruit Juice (limit 2x week) | 100% Orange Juice* ½ C= 4 oz. Pear 1 each To equal ½ cup | Cantaloupe*** ½ C=4oz. Spoodle | Apple 1 each To equal ½ cup | Orange* 1 ea. To equal ½ cup | Banana 1 ea. To equal ½ cup | Pineapple & Mango* ½ C= 4 oz. Spoodle | Fresh Fruit in Season (do not duplicate fruits from this week) ½ C= 4 oz. Spoodle |
| Grains: (1-2 servings) ½ of the SERVINGS must be WG. Daily 1 serving=1 slice bread/1/2 c rice, Pasta, Bulgur | Basmati Rice ½ C=4 oz. Spoodle WG Bread- 1 lice | WG Bread 1sl. | WG Buttered Noodles ½ C=4 oz. Spoodle | Brown Rice ½ C= #8 Scoop | WG Bread 1 sl. | WG Bread 1 sl. | ½ c Grain in Entrée WG Bread OR Roll -1 |
| Dairy & Soy Alternatives (1 Serving) 1 serving = 8oz FF/LF Milk, Yogurt or Fortified Soy Beverage | Fortified Milk (A&D) 8 oz. LF or NF | Fortified Milk (A&D) 8 oz. LF or NF | Fortified Milk (A&D) 8 oz. LF or NF | Fortified Milk (A&D) 8 oz. LF or NF | Fortified Milk (A&D) 8 oz. LF or NF | Fortified Milk (A&D) 8 oz. LF or NF | Fortified Milk (A&D) 8 oz. LF or NF |
| Other/Optional (Dessert, Condiments) TFS/Sweets Limit 1 x/wk | | | | | Chocolate Pudding ½ C=4 oz. | | |
| Water [C1] 6-8 ounces | Water – 6-8 ounces | Water – 6-8 ounces | Water – 6-8 ounces | Water – 6-8 ounces | Water – 6-8 ounces | Water – 6-8 ounces | Water – 6-8 ounces |

* Indicates High in Vitamin C ** Indicates High in Vitamin A *** Indicates High in Vit C & A [B] Indicates High Fiber [I] Sodium [J] Potassium County Menu Template FY22-23 4-5-22 5-17-22 5-21-22 5-27-22 5-31-22

Menu Pattern: Congregate C1

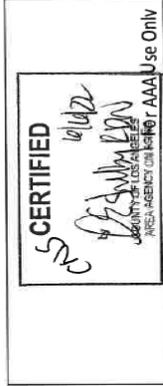
Week: 2

Agency Name: City of Glendale

Dates: 07/04/22-07/10/22
 08/01/22-08/07/22
 08/29/22-09/04/22
 09/26/22-10/02/22

10/24/22-10/30/22
 11/21/22-11/27/22
 12/19/22-12/25/22
 01/16/23-01/22/23

02/13/23-02/19/23
 03/13/23-03/19/23
 04/10/23-04/16/23
 05/08/23-05/14/23



| Food Group/M meal Component | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|--|--|--|---|--|---|--|--|
| Soup (Optional) If it contains ½ c vegetables may count as a vegetable | LS Navy Bean Soup ½ c Beans 6 oz. Ladle | | | | Choice Day Fish w/Dill Sauce 3 oz. Fish /2oz. LS Sauce OR Yankee Pot. Roast 3 oz. Beef /2 oz. LS Gravy | Grilled Chicken Breast 3 oz. | Roast Pork 3 oz. Pork LS 2 oz. Gravy |
| Protein: (3oz. Equivalent/15 grams) 3 oz. Meat, Poultry, Seafood, ½ c Cooked Beans, Tofu or 2 Eggs - List portion size & components of mixed entrees | (A)BBQ Pork Sandwich 3 oz. Pork/LS 2oz. LS Sauce (B)Thyme Pork Chop 3 oz. Pork/LS 2 oz. Sauce | Turkey Divan 3 oz. LS Turkey ½ c Broccoli*** LS 2 oz. Sauce 2x4 oz. Spoodles | (A)Pepper Steak 3 oz. Beef/LS 2oz. Sauce (B)Luleh Kebab 3 oz. Beef/ LS 2 oz. Sauce | Oven Fried Chicken 3 oz. Chicken (EP) | | | |
| Vegetables: (1-2 Servings) At least 1 serving from each sub group/Week: Dark Green, Red/Orange, Legumes, Starchy Vegetables, Other Vegetables | [=] Mashed Potato ½ C=#8 Scoop Green Peas & Mushrooms ½ C= 4 oz. Spoodle Coleslaw* ¾ c- 6 oz. Spoodle | ½ c Broccoli in entrée*** RE 174 Caesar Salad 1 C-2x4 oz. Spoodle LS 1tsp. Caesar dressing | Corn ½ C= 4oz. Spoodle LS Marinated Beet Salad ½ C=4 oz. Spoodle LS 1 tsp. Lemon dressing | [=] Baked Sweet Potato** ¾ C= 4oz. Garden Salad 1 C-2x4oz.Spooodle LS 1tsp. Ranch dressing | Cauliflower* ¾ C=4 oz. Spoodle Persian Cucumber Salad ¾ C= 4 oz. Spoodle LS 1tsp. Lemon dressing | [=] Creamy Spinach** ¾ c- 4 oz. Spoodle Vegetable Salad w/ Quinoa ¾ c Tomato, Onions, Bell Pepper* ¾ c Quinoa 2x4 oz. Spoodle | Green Peas ¾ C=4 oz. Spoodle Carrot Raisin Salad** w/LS LF Mayo ¾ C= 4 oz. Spoodle |
| Fruit: (1 Serving) ½ the fruit must be from whole fruit 1 servings=1 medium fruit/ ½ c chopped OR 100% Fruit Juice (limit 2x week) | [=] Honeydew Melon* ¾ c- 6 oz. Spoodle | Apple 1 each To equal ½ cup | [=]Orange* 1ea. To equal ½ cup | Strawberries* ¾ C=4 oz. Spoodle | 100% Apple Juice ¾ C=4oz Apricots** in juice ¾ c- 4 oz Spoodle | Banana 1 each= to ½ cup | [=]Orange Juice* ¾ C=4 oz. Pear 1 ea. To equal ½ c |
| Grains: (1-2 servings) ½ of the SERVINGS must be whole grain Daily 1 serving=1 slice bread, 1/2 c Rice, Pasta, Bulgur 1 servings=1 slice bread, 1/2 c Rice, Pasta, Bulgur | (A)WG French roll 1. ea (B)WG Bread 1sl. | WG Noodles ½ C=4 oz. Spoodle | Rice Basmati ½ C=#8 Scoop (A) WG Bread 1sl. (B)WG Pita Bread ½ ea. | WG Bread 1sl. | WG Twisted Macaroni ¾ C= 4oz. Spoodle WG Bread 1sl. | ¾ c Quinoa in Vegetable Salad | |
| Dairy & Soy Alternatives (1 Serving) 1 Serving = 8oz FF/LF Milk, Yogurt or Fortified Soy Beverage | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF** RE 140 | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF |
| Other/Optional (Dessert, Condiments) No Trans Fat Limit Sweets Limit 1 x/week | Peach Crisp w/Oatmeal Topping ¾ C= 4oz.Spooodle | | | | | | |
| Water [c] 6-8 ounces | Water – 6-8 ounces | Water – 6-8 ounces Total RE 314 | Water – 6-8 ounces | Water – 6-8 ounces | Water – 6-8 ounces | Water – 6-8 ounces | Water – 6-8 ounces |

* Indicates High in Vitamin C ** Indicates High in Vitamin A ***Indicates High in Vit C & A [&] Indicates High Fiber [+] Sodium [=] Potassium
 County Menu Template FY22-23 4-5-22 5-19-22 5-21-22 5-27-22 5-31-22

Menu Pattern: Congregate C1

Agency Name: City of Glendale



Week 3

Dates:

07/11/22-07/17/22 11/28/22-12/04/22
 08/15/22-08/21/22 01/02/23-01/08/23
 09/19/22-09/25/22 02/06/23-02/12/23
 10/24/22-10/30/22 03/13/23-03/19/23

04/17/23-04/23/23
 05/22/23-05/28/23
 06/26/23-06/30/23

| Food Group/M meal Component | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|---|---|--|--|--|---|--|--|
| Soup (Optional) If it contains 1/2 c vegetables may count as a vegetable | | | | | Choice Day | | LS Minestrone Soup (do not duplicate vegetables below) 6 oz. Ladle |
| Protein: (3oz. Equivalent)/15 grams) 3 oz. Meat, Poultry, Seafood, 1/2 c Cooked Beans, Tofu or 3 Eggs - List portion size & components of mixed entrees | Curry Chicken 3 oz. Chicken LS 2 oz. Sauce | Roast Pork 3 oz. Pork LS 2 oz. Sauce | Stuffed Bell Pepper 1/2 Bell Pepper 3 oz. Beef LS 2oz Sauce | Grande Chicken Burrito 3 oz. Chicken, 1/3 C Brown Rice, 1/3 C LS Pinto Beans, WG 6" Tortilla 1 | Breaded Fish 3 oz. Fish OR Orange Ginger Chicken; 3 oz. Chicken LS 2oz. Orange/Ginger Sauce | Shepherd's Beef 3 oz. Beef/LS 2 oz. Sauce 1/2 c Mashed Potatoes 1/2 c Carrots, Peas, Onions 3x3x3 square Spatula | Chicken Parmesan 3 oz. Chicken 2 oz. LS Tomato Sauce |
| Vegetables: (1-2 Servings) At least 1 serving from each sub-group/Week: Dark Green, Red/Orange, Legumes, Starchy Vegetables, Other Vegetables 1 serving = 1/2 c OR 1 c for leafy greens | Carrot Coins ** 1/2 C= 4 oz. Spoodle | [=] Creamy Spinach** 1/2 C= 4 oz. Spoodle | Green Beans 1/2 C=4oz. Spoodle | Corn 1/2 C= 4oz. Spoodle | Brussels Sprouts* 1/2 C= 4 oz. Spoodle | 1/2 C vegetables in Entree** 1/2 c Mashed Potato in entree | [=] Summer Squash 1/2 C= 4oz. Spoodle |
| Fruit: (1 Serving) 1/2 the fruit must be from whole fruit 1 serving=1 medium fruit/ 1/2 c chopped OR 100% Fruit Juice (limit 2x week) | [=] 100% Orange Juice* 1/2 C= 4 oz. | [=] Orange 1 ea. * To equal 1/2 cup | [=] Cantaloupe*** 1/2 C= 4 oz. Spoodle | Apple 1 each To equal 1/2 cup | Banana 1 each To equal 1/2 cup | Kiwi * 1 each to equal 1/2 cup | Mango in 100% Juice* 1/2 C= 4 oz. Spoodle |
| Grains: (1-2 servings) 1/2 of the SERVINGS must be whole grain Daily 1 serving=1 slice bread, 1/2 c Rice, Pasta, Bulgur | Brown rice 4oz= #8 scoop Whole Grain Bread- 1 | WG Bread Dressing 1/2 C= #8 Scoop | WG Bread 1 Sl. | WG 6" Tortilla in entrée - ONE | Barley Pilaf 1/2 C= #8 Scoop | WG Bread 1 Sl. | WG Spaghetti 1/2 C= 4oz. Spoodle |
| Dairy & Soy Alternatives (1 Serving) 1 Serving = 8oz FF/LF Milk, Yogurt or Fortified Soy Beverage | [=] Fortified Milk (A&D) 8 oz. LF or NF | [=] Fortified Milk (A&D) 8 oz. LF or NF | [=] Fortified Milk (A&D) 8 oz. LF or NF | [=] Fortified Milk (A&D) 8 oz. LF or NF | [=] Fortified Milk (A&D) 8 oz. LF or NF | [=] Fortified Milk (A&D) 8 oz. LF or NF | [=] Fortified Milk (A&D) 8 oz. LF or NF |
| Other/Optional (Dessert, Condiments) TFF Limit Sweets 1 x/week | | | | Banana Pudding 1/2 C= #8 Scoop | | | |
| Water [C1] 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces |

* Indicates High in Vitamin C ** Indicates High in Vitamin A ***Indicates High in Vit C & A [&] Indicates High Fiber (+) Sodium [=] Potassium

County Menu Template FY22-23 4-5-23.5-19-22.5-21-22.5-27-22.5-31-22

Menu Pattern: Congregate C1

Week: 4

Agency Name: City of Glendale

Dates:

- 07/18/22-07/24/22 12/05/22-12/11/22 04/24/23-04/30/23
- 08/22/22-08/28/22 01/09/23-01/15/23 05/29/23-06/04/23
- 09/26/22-10/02/22 02/13/23-02/19/23
- 10/31/22-11/06/22 03/20/23-03/26/23



| Food Group/Meal Component | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|---|--|--|---|--|--|--|---|
| Soup (Optional) If it contains 1/2 c vegetables may count as a vegetable | | LS Vegetable Soup (do not duplicate veg below) 6 oz. Ladle | | | Choice Day | | |
| Protein: (3oz. Equivalent/15 grams) 3 oz. Meat, Poultry, Seafood, 3/4 cooked Beans, Tofu or 3 Eggs - List portion size & components of mixed entrees | Beef Broccoli Stir Fry 3 oz. Beef LS 2oz. Sauce 1/2 c Broccoli* | Armenian Chicken 3 oz. Chicken-(3 oz EP) | Yankee Pot Roast 3 oz. Beef LS 2 oz. Gravy | Chicken Piccata 3 oz. Chicken LS 2 oz Sauce | Fish Taco 3 oz. Fish/1/4 c Cabbage WG 3" Flower Tortilla OR Egg Puff 3 Eggs, Bell Pepper / Onion/Red Pepper | Turkey Ala King 3 oz. Turkey 2 oz. LS Sauce 1/2 c Peas, Onions, Mushrooms 1 c 2x #4 oz. Spoodle | Beef Stew 3 oz. Beef, 2 oz. LS Gravy 1/2 c carrots, Celery, Potatoes 1 C=2x4 oz. Spoodle |
| Vegetables: (1-2 Servings) At least 1 serving from each sub-group/Week: Dark Green, Red/Orange, Legumes, Starchy Vegetables, Other Vegetables 1-servings = 1/2 c OR 1 c for leafy greens | 1/2 c Vegetable in Entrée* Marinated Cucumber & Onion Salad 1/2 C= 4 oz. Spoodle LS 1 tsp. Lemon dressing | Normandy Vegetables** 1/2 C= 4 oz. Spoodle Green Beans, Carrots, Corn Garden Salad w/ Radish 1 c- 2 x 4 oz. Spoodles 1 tsp vinaigrette Drsg | [] Mashed Potato 1/2 C=#8 Scoop Winter Squash** 1/2 C=4 oz. Spoodle Sweet Broccoli Salad* 1/2 C=4 oz Spoodle w/LS LF Mayo. | Zucchini & Yellow Squash 1/2 C= 4 oz. Spoodle Tossed Green Salad 1/2 C= 4 oz. Spoodle LS 1Tsp Thousand Island dressing | [] LS Baked Pinto Beans 1/2 C= 4oz. Spoodle Caesar Salad 1 C=2x 4 oz. Spoodle LS 1Tsp. Caesar dressing | Green Beans 1/2 C= 4 oz. Spoodle 1/2 c vegetable in Entree Coleslaw* 1/2 C= 4 oz. Spoodle | Spinach Mandarin(1/4) c) Salad*** 1 cup 2x 4 oz. Spoodle LS LS 1Tsp. Lemon dressing 1/2 c vegetable in entrée ** |
| Fruit: (1 Serving) 1/2 the fruit must be from whole fruit 1 serving=1 medium fruit/ 1/2 c chopped OR 100% Fruit Juice (limit 2x week) | Grapes 1/2 C= 4 oz. Spoodle | Citrus cup* (Mandarin/Pineapple) 1/2 C= 4 oz. Spoodle | [] Banana 1 ea. To equal 1/2 cup | Orange* 1 each to equal 1/2 c | Cantaloupe*** 1/2 C= 4 oz. Spoodle | Fresh Pear 1 ea. To equal 1/2 cup | Apple 1 each to equal 1/2 cup |
| Grains: (1-2 servings) 1/2 of the SERVINGS must be whole grain Daily 1 serving=1 slice bread, 1/2 c Rice, Pasta, Bulgur | WG Noodles w/Parsley 1/2 C= 4 oz. Spoodle | Barley Pilaf 1/2 C=# 8 Scoop WG Bread 1 sl. | WG Bread 1 sl. | WG Spaghetti 1/2 C= 4 oz. spoodle | LS WG 3" Flour Tortilla 1ea. w/ Fish Taco Brown Rice 1/2 C=#8 Scoop | WG Twisted Marconi 1/2 C= 4 oz. Spoodle LS Biscuit- 1 SMALL | WG Bread 1 sl. |
| Dairy & Soy Alternatives (1 Serving) 1 Serving = 8oz FF/LF Milk, yogurt or Fortified Soy Beverage | [] Fortified Milk (A&D) 8 oz. LF or NF | [] Fortified Milk (A&D) 8 oz. LF or NF | [] Fortified Milk (A&D) 8 oz. LF or NF | [] Fortified Milk (A&D) 8 oz. LF or NF | [] Fortified Milk (A&D) 8 oz. LF or NF | [] Fortified Milk (A&D) 8 oz. LF or NF | [] Fortified Milk (A&D) 8 oz. LF or NF |
| Other/Optional (Dessert, Condiments) TFF Limit Sweets 1 /wk | | Vanilla Pudding 1/2 C=4 oz. Spoodle | | | | | |
| Water [C1] 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces |

County Menu Template FY22-23 4-5-22 5-21-22-5-27-22 5-31-22

* Indicates High in Vitamin C ** Indicates High in Vitamin A ***Indicates High in Vit C & A [] Sodium [] Potassium [] Indicates High Fiber []

Menu Pattern: Congregate C1

Week: 5

Agency Name: City of Glendale

Dates: 07/25/22-07/31/22 12/12/22-12/18/22 05/01/23-05/07/23
 08/29/22-09/04/22 01/16/23-01/22/23 06/05/23-06/11/23
 10/03/22-10/09/22 02/20/23-02/26/23
 11/07/22-11/13/22 03/27/23-04/02/23



| Food Group/M meal Component | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|--|---|--|--|---|--|---|--|
| Soup (Optional) If it contains ½ c vegetables may count as a vegetable | LS Mushroom Cream Soup #6 Ladle LS | Came Asada 3 oz. Beef (not ground) LS 2 oz. Sauce | Chicken Marsala 3 oz. Chicken LS 2 oz. Sauce | Salisbury Steak 3 oz. Beef (Ground) LS 2 oz. Sauce | Choice Day Fish Vera Cruz 3 oz. Fish/LS 2 oz. Sauce OR Pork Chop 3 oz. Pork/LS 2 oz. Sauce | Orange Ginger Chicken 3 oz. Chicken LS 2 oz. Orange/Ginger Sauce | Turkey Tetrazzini 3 oz. Turkey/LS 2 oz. Gravy Onions, Celery, Mushrooms ½ C= 2c-4 oz. Spoodle |
| Protein: (3oz. Equivalent/15 grams) 3 oz. Meat, Poultry, Seafood, ½ c Cooked Beans, Tofu or 2 Eggs - List portion size & components of mixed entrees | Chicken Waldorf Salad 3 oz. Chicken 1 C Mixed Salad Greens ½ C Grapes, Green Apple, Celery, Raisins, Walnuts w/LS LF Mayo. 3 x 4 oz. Spoodles | LS Boiled Pinto Beans ½ C=4 oz. Spoodle Tomato, Bell Peppers, Onion Salad*** ½ C= 4 oz. Spoodle LS 1 tsp. Italian dressing | Cauliflower* ½ C= 4oz. Spoodle Spinach Salad 1 c-2x. oz. Spoodle LS 1 tsp Ranch dressing | Mashed Potato ½ C = #8 Scoop Coleslaw* ½ C=6 oz. Spoodle | Mixed Vegetables Carrots, Green Beans, Corn** ½ C=4 oz. Spoodle Garden Salad ½ C=4 oz. Spoodle LS 1 tsp. French dressing | Broccoli* ½ C= 4 oz. Spoodle Mixed Green salad LS 1 tsp. Lemon dressing ½ C= 4 oz. Spoodle | Squash Medley ½ c 4 oz. Spoodle Marinated Cucumber Salad ½ C= 4 oz. Spoodle LS 1 tsp. Lemon dressing |
| Vegetables: (1-2 Servings) At least 1 serving from each sub-group/Week: Dark Green, Red/Orange, Legumes, Starchy Vegetables, Other Vegetables | Broccoli Slaw* ½ C- #8 Scoop | 100% Cranberry Juice ½ C= 4 oz. Banana 1 each to equal ½ cup | Pear 1 ea. To equal ½ cup | Apple 1 ea. To equal ½ cup | Strawberries* ½ C= 4 oz. Spoodle | Apricots** (juice pack) ½ C= 4 oz. Spoodle | [=] Orange* 1 ea. To equal ½ cup |
| 1 serving = ½ c OR 1 c for leafy greens | | | | | | | |
| Fruit: (1 Serving) ½ the fruit must be from whole fruit | [=] Cantaloupe*** ½ C- 4 oz. Spoodle | | | | | | |
| 1 serving=1 medium fruit/ ½ c chopped OR 100% Fruit Juice (limit 2x week) | | | | | | | |
| Grains: (1-2 servings) ½ of the SERVINGS must be whole grain Daily 1 serving=1 slice bread, 1/2 c Rice, Pasta, Bulgur 1 serving=1 slice bread, 1/2 c Rice, Pasta, Bulgur | WG Bread 1 sl. | Spanish White Rice ½ C= #8 Scoop LS WG 3" Tortilla 1 ea. | WG Bread 1 sl. | WG Bread 1 sl. | Barley Pilaf ½ C= #8 Scoop | Brown Rice ½ C= #8 Scoop | Bulgur Pilaf ½ c - 4 oz. Spoodle |
| Dairy & Soy Alternatives (1 Serving) 1 Serving = 8oz FF/LF Milk, Yogurt or Fortified Soy Beverage | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF |
| Other/Optional (Dessert, Condiments) No Trans Fat Limit Sweets 1 x/week | | | | | Pumpkin Cake TFF 2x2 Square | | |
| Water [C1] 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces |

* Indicates High in Vitamin C ** Indicates High in Vitamin A ***Indicates High in Vitamin A & B [&] Indicates High Fiber [+] Sodium [=] Potassium
 County Menu Template FY22-23 4-5-22 5-19-22 5-21-22 5-27-22 5-31-22

Agency Name: City of Glendale

Week: Alternates 1

Menu Pattern: Congregate

Dates: FY 2022-2023



All substitutions must be approved by the Project Dietitian and documented on the menu substitution sheet.

| Food Group/M meal Component | Alternates 1 | Alternates 2 | Alternates 3 | Alternates 4 | Alternates 5 | Alternates 6 | Alternates 7 |
|--|---|---|--|--|---|--|---|
| Soup (Optional) If it contains 1/2 c vegetables may count as a vegetable Protein: (3oz. Equivalent/15 grams) 3 oz. Meat, Poultry, Seafood, 3/4 c Cooked Beans, Tofu or 3 Eggs - List portion size & components of mixed entrees Vegetables: (1-2 Servings) At least 1 serving from each sub-group/Week Dark Green, Red/Orange, Legumes, Starchy Vegetables, Other Vegetables 1 serving = 1/2 c OR 1 c leafy greens | LS Chicken Noodle Soup 6 oz. Ladle Cold Roast Beef Sandwich 3 oz. Sliced Beef 2 Sl. Tomatoes 1 Leaf Lettuce Coleslaw*** Shredded Carrots Salad 3/4 Cup= 46 Spoodle | LS Tomato Rice Soup 6 oz. Ladle Turkey Sandwich 3 oz. Sliced LS Turkey 2 Sl. Tomatoes 2 Lettuce Leaves [=] Potato Salad 1/2 Cup= #8 Scoop | [=]LS Cream Mushroom Soup 6 oz. Ladle Tuna Salad 3 oz. Tuna, w/ onions & and cilantro, - #8 Scoop 1/2 c Lettuce - 4 oz. Spoodle [=]LS Black eyed Peas & Corn Salad 1/2 Cup= 4oz. Spoodle | Grilled Chicken 3 oz. Chicken Breast Cucumber, Red Bell Peppers Onions w/ 1/2 c Quinoa 3/4 Cup=6oz. Spoodle 1 Tsp. LS Lemon Dressing Broccoli Salad* 1/2 Cup=4oz. Spoodle | LS Super Grande Beef Burrito 3oz. beef 1/3 c Rice 1/3 C, LS Beans Corn 1/2 Cup =4oz. Spoodle Creamy Coleslaw* 1/2 Cup=6oz spoodle | LS Creamy Broccoli Soup 6 oz. Ladle Egg Salad 3 Eggs Lettuce, Onion, Red Bell Peppers, Cilantro 1/2 Cup =4oz. Spoodle [=]LS Three Bean Salad 1/2 Cup =4oz. Spoodle | [=]LS Lentil Soup 6 oz. Ladle Pork Sandwich 3 oz. Sliced Pork 2 Sl. Tomatoes 1 Lettuce Leaf Broccoli Slaw* 1/2 C= 4 oz. Spoodle |
| Fruit: (1 Serving) 1/2 the fruit must be from whole fruit 1 serving=1 medium fruit/ 1/2 c chopped OR 100% Fruit Juice (limit 2x week) | Citrus Fruit Cup* Mandarin, Oranges, Pineapple 1/2 C= 4oz. Spoodle | Citrus Fruit Cup* Mandarin, Oranges, Pineapple 1/2 Cup =4 oz. Spoodle | [=]100% Orange Juice* 1/2 Cup =4 oz. Apple 1 ea. To equal 1/2 c | [=] Banana 1 ea. To equal 1/2 c | [=]100% Orange Juice* 1/2 Cup =4 oz. Canned Apricots** 1/2 C= 4 oz. | [=]Orange* 1 ea. To equal 1/2 c | Pear 1 ea. To equal 1/2 c |
| Grains: (1-2 servings) 1/2 of the SERVINGS must be WG Daily 1 serving=1 slice bread, 1/2 c Rice, Pasta, Bulgur | Whole Grain Bread 2 Sl. | Whole Grain Bread 2 Sl. | Whole Grain Bread 2 Sl. | See Entree quinoa 1/2 C. Whole Grain Bread 1 Sl. | WG LS 6" Tortilla 1 ea. | Whole Grain Bread 2 Sl. | Whole Grain Bread 2 Sl. |
| Dairy & Soy Alternatives (1 Serving) 1 Serving = 8oz FF/LF Milk, Yogurt or Fortified Soy Beverage | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF |
| Other/Optional (Dessert, Condiments) No Trans Fat Limit Sweets Limit: 1 X/week | 1 Tsp LF Mayonnaise 1 Tsp Mustard | 1 Tsp LF Mayonnaise 1 Tsp Mustard | 1 Tsp LF Mayonnaise | | | Pear Gelatin 2x2 Square 1ea. 1 Tsp LF Mayonnaise | 1 Tsp LF Mayonnaise 1 Tsp Mustard |
| Water [C] 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces |

* Indicates High in Vitamin C ** Indicates High in Vitamin A ***Indicates High Fiber [+] Sodium [-] Potassium

County Menu Template FY22:23 5-17-22 5-31-22

Menu Pattern: Congregate

Dates: FY 2022-2023

Alternates: 2

Agency Name: City of Glendale



All substitutions must be approved by the Project Dietitian and documented on the menu substitution sheet.

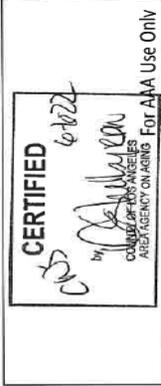
| Food Group/M meal Component | Alternates 8 | Alternates 9 | Alternates 10 | Alternates 11 | Alternates 12 | Alternates 13 | Alternates 14 |
|---|---|---|--|---|--|--|--|
| Soup (Optional) If it contains 1/2 c vegetables may count as a vegetable | | | | [=] LS White Bean w/Leek 6 oz. Ladle | | | |
| Protein: (3oz. Equivalent)/1.5 grams) 3 oz. Meat, Poultry, Seafood, 3/4 c Cooked Beans, Tofu or 3 Eggs - List portion size & components of mixed entrees | Beef Patty and Onions 3 oz. Beef 1 oz. Onions | Southwest Chili 3 oz. Beef/LS 2 oz. Sauce 1/2 C LS Pinto Beans 2 tsp. LF Cheddar Cheese for Garnish | Tuna Casserole 3 oz. Tuna/LS 2 oz. Sauce 1/2 C WG Noodle 2x4 oz. Spoodle 2 tsp LF Cheese Garnish | Chicken Salad 3 oz. Chicken-#8 Scoop 1 C Lettuce & Tomato 2x4 oz. Spoodles | Sweet & Sour Beef 3 Oz. Beef 2oz LS Sweet/ Sour See, Green Bell Peppers, Onions, Pineapple 1/2 C = #6 spoodle | Crispy Chicken 3 Oz. Chicken | Chicken Primavera 3 oz. Chicken/LS 2 oz. Gravy Green /Red Bell Peppers, Onions, Mushrooms, Green onions 1/2 C = #6 Spoodle |
| Vegetables: (1-2 Servings) At least 1 serving from each sub-group/Week Dark Green, Red/Orange, Legumes, Starchy Vegetables, Other Vegetables | [=] Mashed Potato 1/2 C= #8 Scoop Mixed Vegetables, ** Carrots, Green Beans, Peas 1/2 C= 4 oz. Spoodle Tossed Green Salad LS LF 1Tsp. Ranch dressing 1/2 C- 4 oz. Spoodles | Steamed Carrots** 1/2 C= 4 oz. Spoodle LS Pinto Beans 1/2 C in entrée Garden Salad LS 1 tsp Italian Dressing 1/2 C = 4 oz. Spoodle | Steamed Broccoli* 1/2 C= 4 oz. Spoodle LS Marinated Beet Salad 1/2 C = 4 oz. Spoodle | See Entrée Lettuce, Tomato 1C LS Marinated Beet Salad 1/2 C= 4 oz. Spoodle | Steamed Cauliflower* 1/2 C=4 oz. Spoodle Spinach w/Mandarin (1/4 c) *** 1 c- 2x 4 oz. Spoodle | [=] Sweet Potato** 1/2 C= 4 oz. Spoodle Peas & Onions 1/2 C= 4oz. Spoodle Mixed Green Salad 1/2 C= 4 oz. Spoodle LS LF Ranch Dressing 1Tsp | Carrot Coins** 1/2 C= 4 oz. Spoodle Bell Peppers, Tomato, Onion Salad* 1/2 C= 4 oz. Spoodle |
| Fruit: (1 Serving) 1/2 the fruit must be from whole fruit 1 serving=1 medium fruit/ 1/2 c chopped OR .100% Fruit Juice (limit 2x week) | [=] Orange* 1 ea. To equal 1/2 cup | 100% Orange Juice* 1/2 C= 4 oz. Banana 1ea. To equal 1/2c | Strawberries* 1/2 C= 4oz. Spoodle | [=] Cantaloupe*** 1/2 C= 4 oz. Spoodle | Apple 1 ea. To equal 1/2 c | Kiwi* 1 ea. To equal 1/2 c | Citrus Fruit Cup* Mandarin, Oranges, Pineapple 1/2 C= 4oz. Spoodle |
| Grains: (1-2 servings) 1/2 of the SERVINGS must be whole grain Daily 1 serving=1 slice bread, 1/2 c Rice, Pasta, Bulgur | WG Bread 1 sl. | WG Bread 1 sl. | See Entrée 1/2 C WG Noodles | WG Bread 1 sl. | WG Bread 1 sl. | WG Bread 1 sl. | WG Spaghetti 1/2 C= 4oz. Spoodle |
| Dairy & Soy Alternatives (1 Serving) 1 Serving = 8oz FF/LF Milk, Yogurt or Fortified Soy Beverage | [=] Fortified Milk (A&D) 8 oz. LF or NF | [=] Fortified Milk (A&D) 8 oz. LF or NF | [=] Fortified Milk (A&D) 8 oz. LF or NF | [=] Fortified Milk (A&D) 8 oz. LF or NF | [=] Fortified Milk (A&D) 8 oz. LF or NF | [=] Fortified Milk (A&D) 8 oz. LF or NF | [=] Fortified Milk (A&D) 8 oz. LF or NF |
| Other/Optional (Dessert, Condiments) No Trans Fat Limit Sweets Limit 1 x/week | | Fruited LF Yogurt [no banana/orange] 1/2 C= 4 oz. | | 1 tsp. LF Mayonnaise | | | |
| Water [CI] 6-8 ounces | Water – 6-8 ounces | Water – 6-8 ounces | Water – 6-8 ounces | Water – 6-8 ounces | Water – 6-8 ounces | Water – 6-8 ounces | Water – 6-8 ounces |

* Indicates High in Vitamin C ** Indicates High in Vitamin A ***Indicates High in Vit C & A [=] Indicates High Fiber [+&] Sodium [-] Potassium County Menu Template FY22-23 5-17-22 5-31-22

Menu Pattern: Congregate

Holiday Menu 1

Agency Name: City of Glendale



Dates: FY 2022-2023

| Food Group/M meal Component | New Year's | Valentine's Day | Cinco De Mayo | Mother's Day | Mardi Gras | Glendale's Celebration Senior 90's Plus | Armenian Day |
|---|---|--|---|---|---|--|--|
| Soup (Optional) If it contains 1/2 c vegetables may count as a vegetable | | | | | | | |
| Protein: (3oz. Equivalent/15 grams) 3 oz. Meat, Poultry, Seafood, 3/4c Cooked Beans, Tofu or 3Eggs - List portion size & components of mixed entrees | Roast Beef Au Jus 3oz Beef, LS 2 oz. Au Jus LS 2 tsp. LS Horseradish Sauce | Pork Loin Chops 3 oz. Pork 2 oz. LS Sesame Ginger Sauce | Chicken Fajitas 3 oz. Chicken 1/2 c [Bell Peppers, Onions, Tomatoes] 1 oz. Salsa for Garnish 6 oz. Spoodle | Malibu Chicken Breast 3oz. Chicken [EP +1/2 oz. Ham Swiss Cheese Garnish High Sodium [+] 228 mg K | Chicken Jambalaya 2 oz. Chicken 1 oz. Sausage Tomatoes, Celery, Onions, Green Peppers, Corn 1/2 c oz. 6 Spoodle High Sodium [+] 354 mg K | Braised Pork Loin Roast 3 oz. LS Pork 2 oz. Au Jus LS 2 tsp. Apricot Chutney | Chicken Kabob 3oz. Chicken 1/2 c. Bell Peppers, 1/2 c Tomato slices and Onions (on a skewer one ea.) |
| Vegetables: (1-2 Servings) At least 1 serving from each sub-group/Week: Dark Green, Red/Orange, Legumes, Starchy Vegetables, Other Vegetables | LS Black-eyed Peas 1/2 C=4oz. Spoodle Broccoli Spears* 1/2 C= 4oz. Spoodle [=] Whipped Mashed Potatoes 1/2 C= #8 Scoop | Glazed Baby Carrots** w/ Fresh Parsley 1/2 C 4 oz. Spoodle Tossed Salad/ Assorted Greens 1 C = 2x4 oz. Spoodle 1 tsp LS FF Ranch Dressing | [=] LS Fresh Refried Beans 1/2 C #8 Scoop Garden Salad 1 C = 2x4 oz. Spoodle 1 oz. Olive Oil & Vinegar Dr. Bell Peppers, Onions, Tomatoes In Entrée - 1/2 cup | [=] French Cut Green Beans Almondine 1/2 c 4oz. Spoodle **Spinach/Mushroom Salad 1 C = 2x4 oz. Spoodle 1 tsp. LS Blue Cheese Dr. 260 mg K | Green/Yellow Beans 1/2 C=4 oz. Spoodle Creamy Whipped Sweet Potatoes** w/ Apple Chunks 1/2 C= #8 Scoop Baby Spinach & Mushroom Salad 1 C=2x4/6oz. Spoodle | Green/Yellow Beans 1/2 C=4 oz. Spoodle Middle Eastern Salad LS Black beans, LS Garbanzo beans, Parsley, Pimientos 2T Olive Oil & Vinegar Dr. 1/2 C=# 4oz. Spoodle | Broccoli/Cauliflower* 1/2 C= #4 oz. Spoodle |
| Fruit: (1 Serving) 1/2 the fruit must be from whole fruit 1 serving=1 medium fruit/ 1/2 c chopped OR 100% Fruit Juice (limit 2x week) | [=] Orange* 1 ea. To equal 1/2 c 100% Apple Juice 1/2 C= 4 oz. | [=] Banana 1ea. To equal 1/2 c [=] 100% Orange Juice* 1/2 C= 4oz. | Apple 1ea. To equal 1/2 c [=] 100% Orange Juice* 1/2 C= 4oz. | [=] Cantaloupe *** 1/2 C = 4oz spoodle 236 mg K [=] 100% Orange Juice* 1/2 C= 4oz 230 mg K | Fruit Cup (No Orange) Mandarin, Oranges, Pineapple 1/2 C= 4oz. Spoodle 100% Grape Juice 1/2 C= 4oz 230 mg K | Citrus Fruit Cup* Mandarin, Oranges, Pineapple 1/2 C= 4oz. Spoodle 100% Grape Juice 1/2 C= 4oz | [=] Orange* 1ea. To equal 1/2 cup 100% Apple Juice 1/2 C= 4 oz. |
| Grains: (1-2 servings) 1/2 of the SERVINGS must be whole grain Daily 1 serving=1 slice bread, 1/2 c Rice, Pasta, Bulgur | Whole Grain Dinner Roll 1 ea. | Pasta Pilaf 1/2 C=#8 Scoop Whole Grain Dinner Roll 1 ea. | Spanish Brown Rice 1/2 C=#8 Scoop Flour Tortilla 1 ea. 3" | Rice Pilaf 1/2 C=#8 Scoop Whole Grain Roll 1 ea. 82 mg K | Brown Rice 1/2 C #8 scoop 42 mg K Whole Grain Bread 1 51 mg K | Whole Grain Roll 1 ea. | Confetti Rice Pilaf 1/2c- #8 Scoop WG Lavash Bread to equal 1sl |
| Dairy & Soy Alternatives (1 Serving) 1 Serving = 8oz FF/LF Milk, Yogurt or Fortified Soy Beverage | [=] Fortified Milk (A&D) 8 oz. LF or NF | [=] Fortified Milk (A&D) 8 oz. LF or NF | [=] Fortified Milk (A&D) 8 oz. LF or NF | [=] Fortified Milk (A&D) 8 oz. LF or NF 476 mg K | [=] Fortified Milk (A&D) 8 oz. LF or NF 476 mg K | [=] Fortified Milk (A&D) 8 oz. LF or NF | [=] Fortified Milk (A&D) 8 oz. LF or NF |
| Other/Optional (Dessert, Condiments) No Trans Fat Limit Sweets Limit 1 1/2 week | Pistachio Ambrosia Fluff 1/8 Slice 1 ea. Cream Garnish Margarine or Butter TFF 1 tsp | Red Valentine's Cake 1/8 Slice 1 ea. Margarine or Butter TFF 1 tsp | Flan 2"x2" Square 1ea Margarine or Butter TFF 1 tsp | Strawberry Short Cake 2"x2" Square 1 ea. 220 mg K TFF Margarine or Butter 1tsp | Lemon pudding Cake 2"x2" Square 1 ea. 111 mg K TFF Margarine or Butter 1tsp | 90's Yellow Cake 2"x2" Square TFF Margarine or Butter 1 tsp | Armenian Cookies 2 ea. TFF Margarine or butter 1tsp |
| Water (C1) 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces Total K, 1946 mg | Water - 6-8 ounces Total K, 1430 mg | Water - 6-8 ounces | Water - 6-8 ounces |

* Indicates High in Vitamin C ** Indicates High in Vitamin A ***Indicates High in Vitamin A & B [+] Sodium [-] Potassium [H] Indicates High Fiber [F] Fortified

County Menu Template FY22-23 5-17-22 5-31-22

Menu Pattern: Congregate

Holiday Menu 2

Agency Name: City of Glendale



FY 22-23

| Food Group/M meal Component | St. Patrick's Day | Father's Day | Easter | 4 th Of July | Halloween | Thanksgiving | Christmas |
|--|--|--|--|--|--|--|---|
| Soup (Optional) If it contains 1/2 c vegetables may count as a vegetable | | | | | | | |
| Protein: (3oz. Equivalent/15 grams) 3 oz. Meat, Poultry, Seafood; 3/4 c Cooked Beans, Tofu or 3 Eggs - List portion size & components of mixed entrees | Corned Beef 3oz. Beef 1 oz. LS Sauce 2 Tsp. LS Horseradish High Sodium (+) 116 mg K | BBQ Pork Ribs 3 oz. Pork (EP) 2 oz. LS Sauce | Ham w/Pineapple 3 oz. Ham 2 oz. Pineapple Chunks High Sodium (+) 310 mg K | Jumbo Beef Hamburger 3 oz. Beef Patty 1 Slice LF Cheese | Cider Roast Beef 3 oz. LS Beef 2 oz. LS Gravy | Roast Turkey 3 oz. LS Turkey 2 oz. LS Gravy 1 tsp LS Cranberry Sauce | Ham w/ Pineapple 3oz. Ham, 2 oz. LS Sauce/Pineapple & Cherry High Sodium (+) 310 mg K |
| Vegetables: (1-2 Servings) At least 1 serving from each sub-group/Week: Dark Green, Red/Orange, Legumes, Starchy Vegetables, Other Vegetables 1 serving = 1/2 c OR 1 c for leafy greens | Braised Cabbage* 1/2 C= 4 oz. Spoodle 134 mg K [=] Boiled Small New Potatoes w/Parsley 1/2 C= 4 oz. Spoodle 410 mg K Carrot/Pineapple Salad** 1/2 C= 4 oz. Spoodle 176 mg. K | [=] Oven Brownd Potatoes 1/2 C= 4 oz. Spoodle Corn on the Cob 1 ea. To equal 1/2 cup | [=] Scalloped potatoes 1/2 C=4 oz. Spoodle 450 mg K Broccoli Spears* 1/2 C= 4 oz. Spoodle 166 mg K Carrot/Raisin Salad** 1/2 C= #8 Scoop 176 mg K | [=] Potato Salad 1/2 C #8 Scoop [=] Baked LS BBQ Beans 1/2 C= 4 oz. Spoodle Leaf Lettuce, Slice Tomato & Slice Onion= to 1/2 cup | Broccoli* 1/2 C= 4 oz. Spoodle LS Au Gratin Potatoes 1/2 C= #8 Scoop Tossed Salad (assorted greens) 1 C= 2 x 4 oz. Spoodle 1 tsp. LS Italian dressing | [=] Whipped Mashed Potatoes 1/2 C= #8 Scoop Peas and Red Peppers 1/2 C= 4 oz. Spoodle Garden Salad 1 cup 2x4 oz. Spoodle 1 tsp LS LF Ranch Drng. 1 C= 2 x 4 oz. Spoodle 1 tsp. LS Italian dressing 39 mg K | Fiesta Style Green Beans w/ Sliced Almonds 1/2 C= 4 oz. Spoodle 187 mg K Baked Fresh Yams** w/ Slice Apple 1/2 C= 4 oz. Spoodle 377 mg K Tossed Salad 1 C= 2 x 4 oz. Spoodle 1 tsp. LS Italian dressing 39 mg K |
| Fruit: (1 Serving) 1/2 the fruit must be from whole fruit 1 servings=1, medium fruit/ 1/2 c chopped OR 100% Fruit Juice (limit 2x week) | Grapes 1/2 C= 4oz. Spoodle 147 mg K [=] 100% Orange Juice* 1/2 C= 4oz. 230 mg K | Canned Apricots** 1/2 C= 4oz. 100% Orange Juice * 1/2 C= 4oz | [=] Orange * 1 ea. 238mg K 100% Apple Juice 1/2 C= 4oz. 148 mg K | Watermelon 1 slice ea. Equal to 1/2 C / tongs [=] 100% Orange Juice** 1/2 C= 4 oz. | Strawberries* 1/2 C= 4oz. 100% Apple Juice 1/2 C= 4oz. | [=] Cantaloupe *** 1/2 C= 4oz. [=] 100% Orange Juice* 1/2 C= 4oz. | Pear 1 ea.= to 1/2 cup 162 mg K [=] 100% Orange Juice* 1/2 C= 4oz. 230 mg K |
| Grains: (1-2 servings) 1/2 of the SERVINGS must be WG Daily 1 serving=1 slice bread, 1/2 c Rice, Pasta, Bulgur | Whole Grain Dinner Roll 1 ea. 82 mg K | Whole Grain Dinner Roll 1 ea. 82 mg K | Whole Grain Burger Bun. 82 mg K | Whole Grain Dinner Roll 1 ea. | Whole Grain Dinner Roll 1 ea. | Combread Dressing 1/2 C= #8 Scoop WG Dinner Roll 1 ea. | Whole Grain Dinner Roll 1 ea. 82 mg K |
| Dairy & Soy Alternatives: (1 Serving) 1 Serving = 6oz FF/LF Milk, Yogurt or Fortified Soy Beverage | [=] Fortified Milk (A&D) 8 oz. LF or NF | [=] Fortified Milk (A&D) 8 oz. LF or NF | [=] Fortified Milk (A&D) 8 oz. LF or NF | [=] Fortified Milk (A&D) 8 oz. LF or NF | [=] Fortified Milk (A&D) 8 oz. LF or NF | [=] Fortified Milk (A&D) 8 oz. LF or NF | [=] Fortified Milk (A&D) 8 oz. LF or NF |
| Other/Optional (Dessert, Condiments) No Trans Fat Limit Sweets 1 x/week | St. Patrick's Cake TFF 2"X2" Square 111 mg K Margarine/Butter TFF 1 tsp Water - 6.8 ounces Total K 1882 mg. | Sundae Vanilla Ice Cream 1/2 C=#8 Scoop 1 t Fudge 1 t Whip Cm & Nuts Margarine or Butter TFF 1 tsp Water - 6.8 ounces | Easter Cake TFF 2"X2" 1/2 inch Square 111 mg K Water - 6.8 ounces Total K 2157 mg | 1pk ea. LS LF Mayo, Mustard & ketchup Margarine or Butter TFF 1 tsp Water - 6.8 ounces | Spooky Halloween Cake 2"x2" 1/2 inch square TFF Margarine or Butter TFF 1 tsp Water - 6.8 ounces | Pumpkin Pie** w/ Whipped Cream 1/8 sl. Margarine or Butter TFF 1 tsp Water - 6.8 ounces | Red Velvet Christmas Cake w/Frosting 2"X2" 111 mg K Water - 6.8 ounces Total K 1974 mg |

* Indicates High in Vitamin C ** Indicates High in Vitamin A ***Indicates High in Vit C & A [&] Indicates High Fiber [+] Sodium [=] Potassium
County Menu Template FY22-23 4-5-22 5-17-22 5-31-22

Agency Name: City of Glendale

Week: 1

Menu Pattern: Frozen C2

Dates: 07/01/21-07/03/22
 07/25/22-07/31/22
 08/22/22-08/28/22
 09/19/22-09/25/22

10/17/22-10/23/22
 11/14/22-11/20/22
 12/12/22-12/18/22
 01/09/23-01/15/23

05/29/23-06/04/23
 06/26/23-07/01/23
 04/03/23-04/09/23
 05/01/23-05/07/23



| Food Group/M meal Component | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|---|---|--|---|---|--|---|--|
| Soup (Optional) if it contains 1/2 c vegetables may count as a vegetable | | | | | | | |
| Protein: (3oz. Equivalent/15 grams) 3 oz. Meat, Poultry, Seafood, 3/4 c Cooked Beans, Tofu or 3 Eggs - List portion size & components of mixed entrees | Chicken W/Vegetables 3 oz. Chicken 1/2 c Celery, Onions, Green Beans 2x 4 oz. Spoodles | Stuffed Bell Pepper 3 oz. Grd. Beef 2 oz. LS Red Tomato Sauce Bell Pepper | Turkey Divan 3 oz. Turkey 1/2 c Broccoli* 1oz. LS Sauce 8 oz. Spoodle | Spinach Quiche 3 Eggs 1/2 c Spinach** Cheddar Cheese Garnish 1/8 Piece of Pie | Yankee Pot Roast 3 oz. Beef Carrots & Celery** 1/2 C= 4 oz. Spoodle LS 2 oz. Gravy | Chicken Drumsticks 2 ea. 3 oz. Chicken LS 1oz. Gravy | Meatballs 3 oz. Grd. Beef LS 1 oz. Gravy |
| Vegetables: (1-2 Servings) At least 1 serving from each sub-group/Week: Dark Green, Red/Orange, Legumes, Starchy Vegetables, Other Vegetables 1 serving = 1/2 c OR 1 c for leafy greens | [=]Steamed Spinach** 1/2 C = 4 oz. Spoodle Vegetables in Entrée to equal 1/2 cup | [=]Mashed Potato 1/2 C= #8 Scoop Carrots** 1/2 C= 4 oz. Spoodle | Green Peas 1/2 C = 4oz. Spoodle *Vegetable in Entrée to equal 1/2 c | [=]See Entrée Spinach 1/2 C LS Black OR Pinto Beans 1/2 C= 4 oz. Spoodle | [=]Roasted Red Potatoes 1/2 C= 4 oz. Spoodle Green Beans 1/2 C=4oz Spoodle | [=]Sweet Potatoes** 1/2 C = 4oz. Spoodle Cauliflower w/ Red Peppers* 1/2 c- 4 oz Spoodle | Peas & Pearl Onions 1/2 C= 4 oz. Spoodle Italian Squash 1/2 c - 4 oz. Spoodle |
| Fruit: (1 Serving) 1/2 the fruit must be from whole fruit 1 serving=1 medium fruit/ 1/2 c chopped OR 100% Fruit Juice (limit 2x week) | Fruit Cup * [=]Orange, Mandarin 1/2 C=4 oz. Spoodle | 100% Apple Juice 1/2 C=4 oz. [=] Cantaloupe*** 1/2 C= 4oz Spoodle | Apple 1 ea to equal 1/2 cup | [=]Orange* 1 each to equal 1/2 cup | 100% Orange Juice* 1/2 C=4oz. Pears (Juice Pack) 1/2 c- 4 oz. Spoodle | [=]Banana 1 ea. To equal 1/2 cup | Citrus Fruit Cup* (Mandarin & Pineapple) 1/2 C= 4oz. Scoop |
| Grains: (1-2 servings) 1/2 of the SERVINGS must be whole grain Daily 1 serving=1 slice bread, 1/2 c Rice, Pasta, Bulgur | Brown Rice 1/2 C = #8 Scoop | WG Bread 1sl. WG Bread 1sl. | WG Bread 1sl. WG Bread 1sl. | Brown Rice 1/2 C=#8 Scoop WG Bread or Roll - 1 | WG Bread 1sl. WG Bread 1sl. | WG Bread 1sl. | WG Spaghetti 1/2 C=4 oz. Spoodle |
| Dairy & Soy Alternatives (1 Serving) 1 Serving = 8oz FF/LF Milk, Yogurt or Fortified Soy Beverage | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF |
| Other/Optional (Dessert, Condiments) No Trans Fat Limit Sweets Limit 1 x/week | | | Oatmeal Cookies 2 ea. | | | | |
| Water [C1] 6-8 ounces | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable |

* Indicates High in Vitamin C ** Indicates High in Vitamin A ***Indicates High in Vit C & A

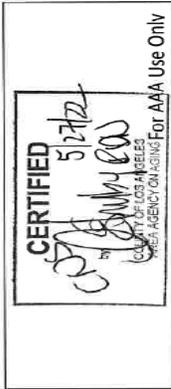
[&] Indicates High Fiber [+] Sodium [-] Potassium

County Menu Template FY22-23 4-5-22 5-17-22 5-21-22

Agency Name: City of Glendale

Week: 2

Menu Pattern: Frozen C2



Dates: 07/04/22-07/10/22
 08/01/22-08/07/22
 08/29/22-09/04/22
 09/26/22-10/02/22

10/24/22-10/30/22
 11/21/22-11/27/22
 12/19/22-12/25/22
 01/16/23-01/22/23

02/13/23-02/19/23
 03/13/23-03/19/23
 04/10/23-04/16/23
 05/08/23-05/14/23

06/05/23-06/11/23

| Food Group/M meal Component | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|---|--|---|--|---|--|---|---|
| Soup (Optional) If it contains 1/2 c vegetables may count as a vegetable | | | | | | | |
| Protein: (3oz. Equivalent/15 grams) 3 oz. Meat, Poultry, Seafood, 1/2 c Cooked Beans, Tofu or 3 Eggs - List portion size & components of mixed entrees | Fish w/Crumbs Topping 3 oz. Fish (EP w/o crumbs) | Orange Ginger Chicken 3 oz. Chicken LS 2 oz. Orange/Ginger Sauce w/ Honey | Beef & Broccoli Stir Fry 3 oz. Beef 1/2 c Broccoli* 8 oz. Spoodle LS 2 oz. Gravy | Chicken Primavera 3 oz. Chicken 1/2 c - Vegetables Mushrooms, Peas, Red Peppers 1C= 8 oz.spoodle | Roast Turkey 3 oz. Turkey LS 1 oz. Gravy | Beef Stew 3 oz. Beef, LS 1 oz. Gravy Carrots, Celery, Onion, Potato 1 C= 2x4 oz. Spoodle | Enchilada Pie 3 oz. Beef LS 2 oz. Sauce Cheese Garnish ONLY |
| Vegetables: (1-2 Servings) At least 1 serving from each sub-group/Week: Dark Green, Red/Orange, Legumes, Starchy Vegetables, Other Vegetables 1 serving = 1/2 c OR 1 c for leafy greens | [=]Mashed Potato 1/2 C= #8 Scoop Spinach ** 1/2 C= 4 oz. Spoodle | Mixed Vegetables** Green Beans, Carrots, Corn 1/2 C = 4 oz. Spoodle | 1/2 c Broccoli in Entrée * Squash Medley 1/2 c - 4 oz. Spoodle | 1/2 c Vegetables in Entrée [=]Butternut Squash** 1/2 C= 4 oz. Spoodle | [=]Sweet Potatoes** 1/2 C=4oz. Spoodle Cauliflower OR Brussels Sprouts* 1/2 c - 4 oz. Spoodle | Vegetables in Entrée to equal 1/2 cup ** 1/2 C= Peas 1/2 c - 4 oz. Spoodle | [=]LS Black Beans 1/2 C= 4oz. Spoodle Green Beans 1/2 c - 4 oz Spoodle |
| Fruit: (1 Serving) 1/2 the fruit must be from whole fruit 1 serving=1 medium fruit/ 1/2 c chopped OR 100% Fruit Juice (limit 2x week) | [=]Honeydew Melon* 1/2 c - 6 oz. Spoodle 100% Apple Juice 1/2 C= 4oz. | [=]Orange * 1ea.to equal 1/2 cup | Pear 1ea.to equal 1/2 cup | [=] Banana 1 ea. To equal 1/2 c 100% Orange Juice* 1/2 C= 4 oz. | Apple 1 ea. | Citrus Cup* (Mandarin & Pineapple) 1/2 C=4oz Spoodle | [=]Orange* 1 each to equal 1/2 cup |
| Grains: (1-2 servings) 1/2 of the SERVINGS must be whole grain Daily 1 serving=1 slice bread, 1/2 c Rice, Pasta, Bulgur | WG Bread 1 sl. | Barley Pilaf 1/2 C= #8 Scoop | Brown Rice 1/2 C= #8 Scoop WG Bread 1sl. | WG Noodles 1/2 C= 4oz. Spoodle | WG Bread Stuffing 1/2 C= #8 Scoop | WG Bread 1 Sl. | Spanish Rice 1/2 C= #8 Scoop WG Bread 1 Sl. |
| Dairy & Soy Alternatives (1 Serving) 1 Serving = 8oz FF/LF Milk, Yogurt or Fortified Soy Beverage | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF |
| Other/Optional (Dessert, Condiments) No Trans Fat Limit Sweets Limit 1 x/week | | Peach Crisp w/Oatmeal Topping 1/2 C= # 8 Scoop | | | | | Vanilla Pudding 1/2 C= 4oz. #8 Scoop |
| Water [c1] 6-8 ounces | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable |

* Indicates High in Vitamin C ** Indicates High in Vitamin A ***Indicates High in Vitamin A [&] Indicates High Fiber [+] Sodium [=] Potassium
 County Menu Template FY22-23 4-5-22 5-19-22 5-21-22

Menu Pattern: Frozen C2

Week: 3

Agency Name: City of Glendale



Dates: 07/11/22-07/17/22
 08/15/22-08/21/22
 09/19/22-09/25/22
 10/24/22-10/30/22

04/17/23-04/23/23
 05/22/23-05/28/23
 06/26/23-06/30/23

| Food Group/Meal Component | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|---|--|--|---|--|--|--|--|
| Soup (Optional) If it contains 1/2 c vegetables may count as a vegetable | | | | | | | |
| Protein: (3oz. Equivalent)/15 grams) 3 oz. Meat, Poultry, Seafood, 3/4 c Cooked Beans, Tofu or 3 Eggs - List portion size & components of mixed entrees | Roast Beef 3 oz. Beef LS 2 oz. Gravy | Salisbury Steak 3 oz. Beef (Ground) 2 oz. LS Gravy/Sauce | Egg Puff 3 Eggs Cheddar Cheese Garnish ONLY | Rosemary Lemon Chicken 3oz Chicken Breast 1 oz. Lemon Rosemary Sauce | Fish Veracruz 3 oz. fish 2 oz. LS Sauce | Baked Chicken 3 oz. Chicken | Roast Pork 3 oz. pork LS 2 oz. Gravy |
| Vegetables: (1-2 Servings) At least 1 serving from each sub-group/Week: Dark Green, Red/Orange, Legumes, Starchy Vegetables, Other Vegetables 1 serving = 1/2 c OR 1 c for leafy greens | [] Mashed Potato 1/2 C = 4oz. #8 Scoop Broccoli* 1/2 C = 4 oz. Spoodle | Green Beans 1/2 C = 4oz Spoodle Cauliflower* 1/2 c- 4 oz. Spoodle | Corn w/ Red Peppers (1/4 c red peppers) 1/2 C = 4 oz. Spoodle | Carrots** 1/2 c - 4 oz spoodle Peas & Onions 1/2 C = 4 oz. | Red Potatoes 1/2 C = #8 Scoop Brussels Sprouts* 1/2 C = 4 oz. Spoodle | [] LS Pinto Black Beans 1/2 C = 4 oz. Spoodle Carrots** 1/2 C = 4oz. Spoodle | [] Sweet Potato** 1/2 C = 4oz. |
| Fruit: (1 Serving) 1/2 the fruit must be from whole fruit 1 serving = 1 medium fruit / 1/2 c chopped OR 100% Fruit Juice (limit 2x week) | Canned Apricots** (in water or juice) 1/2 C = 4oz. Spoodle | [] Cantaloupe*** 1 ea. To equal 1/2 cup 1/2 C = 4 oz. spoodle | [] Orange* 1 ea. To equal 1/2 cup | Kiwi* 1 ea. To equal 1/2 cup | Fruit Cocktail (in juice) 1/2 C = 4 oz. Spoodle | [] 100% Orange Juice* C=4 oz. Apple 1ea. To equal 1/2 cup | Mango* (in juice) 1/2 C = 4oz. Spoodle |
| Grains: (1-2 servings) 1/2 of the SERVINGS must be whole grain Daily 1 serving = 1 slice bread, 1/2 c Rice, Pasta, Bulgur | WG Bread 1 sl. | WG Bread 1 slice | WG Noodles 1/2 C = 4 oz. Spoodle WG Bread 1 sl. | Brown Rice 1/2 C = #8 Scoop | WG Bread 1 sl. | Brown Rice Pilaf 1/2 C = #8 Scoop | WG Bread 1 sl. |
| Dairy & Soy Alternatives (1 Serving) = 8oz FF/LF Milk, Yogurt or Fortified Soy Beverage | [] Fortified Milk (A&D) 8 oz. LF or NF | [] Fortified Milk (A&D) 8 oz. LF or NF | [] Fortified Milk (A&D) 8 oz. LF or NF | [] Fortified Milk (A&D) 8 oz. LF or NF | [] Fortified Milk (A&D) 8 oz. LF or NF | [] Fortified Milk (A&D) 8 oz. LF or NF | [] Fortified Milk (A&D) 8 oz. LF or NF |
| Other/Optional (Dessert, Condiments) TFF Limit: Sweets 1x wk | | Banana Pudding 1/2 C = 4 oz. Scoop | | | | | |
| Water [C1] 6-8 ounces | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable |

* Indicates High in Vitamin C ** Indicates High in Vitamin A ***Indicates High in Vit C & A [&] Indicates High Fiber [+] Sodium [=] Potassium
 County Menu Template FY22-23 4-5-22 5-19-22 5-21-22

Agency Name: City of Glendale

Week: 4

Menu Pattern: C2 Frozen



Dates: 07/18/22-07/24/22
 08/22/22-08/28/22
 09/26/22-10/02/22
 10/31/22-11/06/22

12/05/22-12/11/22
 01/09/23-01/15/23
 02/13/23-02/19/23
 03/20/23-03/26/23

04/24/23-04/30/23
 05/29/23-06/04/23

| Food Group/M meal Component | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|---|--|---|---|--|--|---|---|
| Soup (Optional) If it contains ½ c vegetables may count as a vegetable | | | | | | | |
| Protein: (3oz. Equivalent/15 grams) 3 oz. Meat, Poultry, Seafood, ½ c Cooked Beans, Tofu or 3 Eggs - List portion size & components of mixed entrees | Cranberry Chicken 3 oz. Chicken LS 2 oz. Cranberry Sauce | Beef Stroganoff 3 oz. Beef LS 2 oz. Gravy | Beef Lasagna 3 oz. Beef LS 2 oz. Gravy ½ c WG Pasta 3x3x3 sq. Spatula | Oven Fried Chicken 3 oz. Chicken | Swedish Meatballs 3 oz. Beef | Crisp Crumb Fish 3 oz. Fish | Turkey w/ WG Stuffing 3 oz. Turkey LS 2 oz. Gravy |
| Vegetables: (1-2 Servings) At least 1 serving from each sub-group/Week: Dark Green, Red/Orange, Legumes, Starchy Vegetables, Other Vegetables 1 serving = ½ c OR 1 c for leafy greens | [=]Butternut Squash** ½ C = 4 oz. Spoodle | Normandy Vegetables* (Broccoli, Cauliflower) ½ C = 4 oz. Spoodle | Green Beans, Carrots** ½ C = 4 oz. Spoodle | [=]Mashed Potato ½ C = # 8 Scoop Brussel Sprouts* ½ C = 4 oz. Spoodle | Zucchini & Carrots** ½ C = 4 oz. Spoodle | [=]Sweet Potato** ½ C = 4 oz. [=]LS Pinto Beans ½ C = 4 oz. Spoodle | Peas & Red Pepper ½ C = 4 oz. Spoodle |
| Fruit: (1 Serving) ½ the fruit must be from whole fruit 1 serving=1 medium fruit/ ½ c chopped OR 100% Fruit Juice (limit 2x week) | [=]Cantaloupe*** ½ C= 4 oz. Spoodle | [=]Orange* 1 ea. Equal to ½ cup | Kiwi* 1 each To equal ½ cup 100% Pineapple Juice ½ = 4 oz. | Grapes ½ C = 4 oz Spoodle | [=]Citrus Cup* (Mandarin & Pineapple) ½ C = 4 oz. Spoodle | 100% Orange Juice* ½ C = 4 oz. Fresh Peach OR Pear 1 medium = to ½ cup | Strawberries* ½ C = 4 oz. Spoodle |
| Grains: (1-2 servings) ½ of the SERVINGS must be whole grain Daily 1 serving=1 slice bread, 1/2 c. Rice, Pasta, Bulgur | Barley ½ C = # 8 Scoop WG Bread 1 Sl. | WG Noodles ½ C = 4 oz. Spoodle | See Entrée WG Pasta ½ C | WG Bread 1 Sl. | Brown Rice ½ C = #8 Scoop | WG Bread 1 Sl. | See Entrée WG Stuffing ½ C = #8 Scoop |
| Dairy & Soy Alternatives (1 Serving) 1 Serving = 8oz FF/LF Milk, Yogurt or Fortified Soy Beverage | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF |
| Other/Optional (Dessert, Condiments) No Trans Fat Limit Sweets Limit 1 x/week | | Low Fat Fruited Yogurt ½ C = #8 Scoop | | | | | |
| Water [C1] 6-8 ounces | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable |

* Indicates High in Vitamin C ** Indicates High in Vitamin A ***Indicates High in Vit C & A [8] Indicates High Fiber [+] Sodium [=] Potassium

County Menu Template P722.23 4-5-22 5-17-22 5-21-22

Menu Pattern: C2 Frozen

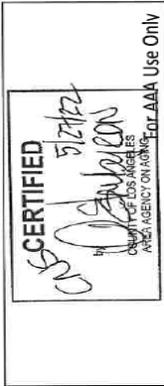
Week: 5

Agency Name: City of Glendale

Dates: 07/25/22-07/31/22
 08/29/22-09/04/22
 10/03/22-10/09/22
 11/07/22-11/13/22

12/12/22-12/18/22
 01/16/23-01/22/23
 02/20/23-02/26/23
 03/27/23-04/02/23

05/01/23-05/07/23
 06/05/23-06/11/23



| Food Group/M meal Component | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|---|---|---|---|--|---|--|---|
| Soup (Optional) If it contains 1/2 c vegetables may count as a vegetable | | | | | | | |
| Protein: (3oz. Equivalent/15 grams) 3 oz. Meat, Poultry, Seafood, 1/2 c Cooked Beans, Tofu or 3Eggs - List portion size & components of mixed entrees | Turkey a La King 3 oz. LS Turkey 1/2 c Peas, Mushrooms, Onions 2 oz. LS Sauce 1c- 8 oz. Spoodle | BBQ Chicken 3 Oz. Chicken LS 2 Oz. Gravy | Lemon Dill Fish 3 Oz. Fish LS 2 Oz. Sauce | Turkey Meatloaf 3 Oz. Turkey LS 2Oz. Gravy | Carne Asada 3 Oz Beef | Baked Boneless Chicken 3 oz. Chicken | Italian Meatballs 3 oz. Beef LS 2 oz. Gravy |
| Vegetables: (1-2 Servings) At least 1 serving from each sub-group/Week: Dark Green, Red/Orange, Legumes, Starchy Vegetables, Other Vegetables 1 serving = 1/2 c OR 1 c for leafy greens | Cauliflower* 1/2 C= 4 oz. Spoodle Green Beans 1/2 C=4 Oz. Spoodle | [=]Sweet Potato** 1 each to equal 1/2 cup Peas & Carrots** 1/2 C=4 Oz. Spoodle | Mixed Vegetables*** Green Beans, Corn, Red & Yellow Bell Peppers (2T) 1/2 C= 4 oz. Spoodle | [=]Baked Winter Squash** 1/2 c- 4 oz. Spoodle Broccoli* 1/2 C= 4 Oz. Spoodle | [=] LS Pinto Beans 1/2 C= 4 Oz. Spoodle | [=] Mashed potato 1/2 C = #8 Scoop Brussel Sprouts* 1/2 C= 4 oz. Spoodle | Yellow Zucchini & Red Bell Peppers 1/2 C= 4 oz. Spoodle |
| Fruit: (1 Serving) 1/2 the fruit must be from whole fruit 1 serving=1 medium fruit/ 1/2 c chopped OR 100% Fruit Juice (limit 2x week) | Banana 1 each to equal 1/2 cup | Strawberries* 1/2c- 4 oz. Spoodle | Grapes 1/2 C= 4 oz. Spoodle | 100% Pineapple Juice 1/2 C= 4Oz. Canned Peaches (in juice) 1/2 C = 4 Oz. Spoodle | [=]Cantaloupe*** 1/2 C=4 Oz. Spoodle | Fresh Pear OR unsweetened Canned 1 ea. to equal 1/2 cup OR 4 oz. Spoodle | 100% Orange Juice* 1/2 C=4 oz. |
| Grains: (1-2 servings) 1/2 of the SERVINGS must be whole grain Daily 1 serving=1 slice bread, 1/2 c Rice, Pasta, Bulgur | WG Bread 1 Sl. | WG Bread 1 Sl. | Brown Rice 1/2 C= #8 Scoop | WG Bread 1 Sl. WG Bread 1 Sl. WG LS 6" Flour Tortilla 1ea. | Spanish Rice 1/2 C= #8 Scoop WG LS 6" Flour Tortilla 1ea. | WG Bread 1 Sl. | WG Noodles 1/2 C=4 oz. Spoodle |
| Dairy & Soy Alternatives (1 Serving) 1 Serving = 8oz FF/LF Milk, Yogurt or Fortified Soy Beverage | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF | [=]Fortified Milk (A&D) 8 oz. LF or NF |
| Other/Optional (Dessert, Condiments) No Trans Fat Limit Sweets Limit 1 x/week | | | | | | Pumpkin Cake TFF 2x2 Square | |
| Water [C1] 6-8 ounces | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable |

* Indicates High in Vitamin C ** Indicates High in Vitamin A ***Indicates High in Vit C & A [+] Indicates High Fiber [&] Sodium [=] Potassium

Menu Pattern: **EMERGENCY MEALS**

Dates: **FY 2022-2023**

Agency Name: **City of Glendale**



| Food Group/Meal Component | Meal One | Meal Two | Meal Three |
|---|---|---|--|
| Soup / (Optional) If it contains ½ c vegetables may count as a vegetable | | | |
| Protein: (3oz. Equivalent/15 grams) 3 oz. Meat, Poultry, Seafood, ¼ c Cooked Beans, Tofu or 3 Eggs - List portion size & components of mixed entrees | Chunk Chicken Breast (Water Pack) 5 Ounce Can [9 Grams of Protein] | Tuna Salad w/ Wheat Crackers [6 Grams Protein] | Pink Salmon (Chicken of the sea) 2.5 oz. [13gm. Protein] |
| Vegetables: (1-2 Servings) At least 1 serving from each sub-group/Week: Dark Green, Red/Orange, Legumes, Starchy Vegetables, Other Vegetables | Boost Glucose Control Beverage 16 grams Protein | Ensure 8oz. (9gm. Protein) | Boost Glucose Control Beverage* 16 grams Protein |
| 1 serving = ½ c OR 1 c for leafy greens | Carrots** 8.25 oz. | Carrots** 7.25 oz. | Carrots** 8.5 oz. |
| Fruit: (1 Serving) ½ the fruit must be from whole fruit | [=] Mandarin Orange* 4 oz. - ½ cup | Vitamin C Fortified Cherry Fruit Mix* (Del Monte 4 oz.) - ½ cup | Mixed Fruits [Great Value] 4 oz. - ½ cup |
| 1 serving=1 medium fruit/ ½ c chopped | | | |
| Grains: (1-2 servings) ¼ SERVING must be whole grain. Each Day 1 serving=1 slice bread, 1/2 c Rice, Pasta, Bulgur | Quaker Oats Low Sugar Instant Oatmeal 1 Pkg./ 1.5 oz. 3 g Fiber | Quaker Oats Low Sugar Instant Oatmeal 1 Pkg./ 1.5 oz. 3 g Fiber | Whole Grain Cheese Crackers Sandwich One Pkg. 6 Crackers 3 gm. Fiber |
| Dairy & Soy Alternatives (1 Serving) 1 Serving = 8oz FF/LF Milk, Yogurt or Fortified Soy Beverage | Powdered Milk To equal 8 ounce serving | Powdered Milk To equal 8 ounce serving | Powdered Milk To equal 8 ounce serving |
| Other/Optional (Dessert, Condiments) No Trans-Fat; Limit Sweets to 1 x/week | Nature Valley Granola Bar (Oats & Honey) 2 gm. Fiber 1.49 Oz. 3 Grams Fiber | Nature Valley Crunchy Granola Bar (Oats & Dark Chocolate) 2 gm Fiber 1.49 Oz. | Nature Valley Crunchy Granola Bar (Apple Crisp) 2 gm. 1.49 Oz. |
| Water - 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces | Water - 6-8 ounces |

* Vit C; ** Vit A; *** Vit A&C; [+] **High Sodium**; [=] **High Potassium**

**California Department of Aging
Title III C Emergency Meal Guidance**

The following guidance is to assist Area Agencies on Aging (AAA) with providing emergency meals to their Title III C Nutrition Services Program (NSP) (formerly known as the Elderly Nutrition Program) clients during the COVID-19. The guidance is valid for COVID-19 emergencies through the end of fiscal year (FY) 2020.

If conditions allow, it is the responsibility of the AAA to assist the NSP providers in continuing to provide meals to congregate and home-delivered meal clients during an emergency. The intent to provide meals in emergencies is noted in the California Code of Regulations (CCR) 7636.1(8): *Where feasible and appropriate, make arrangements for the availability of meals to participants during a major disaster, as defined in 42 U.S.C. 5122.(2).*

Emergency meals should be approved by the AAA Registered Dietitian (R.D.) or provider R.D. and/or meet meal requirements as referenced in CCR 7638.5(a).

The California Department of Aging (CDA) is allowing flexibility during this time for those AAAs and/or their providers who have exhausted their current emergency meals and/or do not have appropriate meals available for this type of emergency.

Please follow the guidelines below for Title III C NSP emergency meals during COVID-19. All meal components must be included in the meals provided to be counted as an NSP meal served to an eligible participant. **Sodium, fat, whole grain, and fiber requirements will not be enforced during this time.**

Meal Component Flexibility & Examples

Milk

8-ounce serving of fat-free and low-fat (1%) milk or fortified soy beverages (also known as “soymilk”). Soy beverages fortified with calcium, vitamin A, and vitamin D, are similar to milk based on nutrient composition and in their use in meals.

- May use any variety of an 8-ounce shelf stable milk or soy beverage.
- All shelf-stable milk or soy beverages provided should be a single serving since there is no refrigeration available which is required after opening.

Bread/Grain

One-half of the daily grain intakes should be from whole grains and limit the intake of refined grains and products.

- May use any variety of bread/grain. It does not need to be whole grain.
- May use crackers, pre-popped popcorn, loaf of bread, etc.

Fruit

The fruits food group includes whole fruits and 100% fruit juice. Whole fruits include fresh, canned, frozen, and dried forms.

- May use whole fruits such as bananas, apples, oranges, etc.
- Canned Fruits in juice.
- 100% fruit juice
- Dried fruits such as raisins.

Vegetable

Vegetables from all the five vegetable subgroups—dark green, red and orange, legumes (beans and peas), starchy, and other. These include all fresh, frozen, canned, and dried options in cooked or raw forms, including vegetable juices.

- May use vegetable juice (8oz).
- Dried vegetable chips such as sweet potato, taro or green bean chips.

Protein

The protein group contains foods from both animal and plant sources. Legumes (beans and peas) may also be considered part of the protein foods group as well as the vegetables group but one serving cannot count as both a protein and vegetables.

- Protein group does not need to meet fat or sodium requirements.
- May use 2 Tbsp of peanut butter single service or provide a jar.
- Single serving canned tuna (3oz) since there is no refrigeration is available which is required after opening. Please remember to include condiments such as mayo and mustard.

EXHIBIT IV – Sample Contract

The proposed Contract is set forth below. **THIS IS A DRAFT VERSION OF THE CONTRACT.** The City reserves the right to revise this proposed Contract, including its service-related terms, conditions, requirements, specifications, or minimum performance standards. **THE FINAL VERSION MAY CONTAIN NEW OR DIFFERENT TERMS.**

CONTRACT No. _____

ELDERLY NUTRITION PROGRAM LOWER TIER SUBAWARD AGREEMENT*

BETWEEN THE CITY OF GLENDALE
AND

THIS LOWER TIER SUBAWARD AGREEMENT (“Lower Tier Subaward”), effective _____, 20__ (“Effective Date”), is between the City of Glendale (“SUBRECIPIENT”), a municipal corporation, and _____ (“LOWER TIER SUBRECIPIENT”), a [(Name of State) corporation/ partnership/ limited partnership/ limited liability company/ a sole proprietor/ an individual] (collectively, “PARTIES” or individually, “PARTY”).

RECITALS

1. This Lower Tier Subaward is:
 - A. A contract for services that the PARTIES make under the terms of a prime Subaward (identified as Subaward Number ENP_____)— between the County of Los Angeles Aging and Disabilities Department (“AD”) and the SUBRECIPIENT— which is attached as “Exhibit A” and is fully incorporated into this Lower Tier Subaward by this reference; and
 - B. Subject to all the provisions of the prime Subaward, and all representations and warranties under this Lower Tier Subaward inure to the benefit of the County of Los Angeles.

2. SUBRECIPIENT is a public entity organized and existing under its Charter and the State of California’s Constitution.

3. Under the Older Americans Act Grant awarded to SUBRECIPIENT by Los Angeles County, SUBRECIPIENT operates an Elderly Nutrition Program that provides daily catered meal service for both congregate and homebound seniors at three meal sites. SUBRECIPIENT provides hot meal / prepared boxed lunch services seven days per week, as well as frozen / home delivered meal services five days per week for homebound clients.

4. SUBRECIPIENT desires to hire a qualified and experienced food services provider to:

- A. Serve as the LOWER TIER SUBRECIPIENT under the Los Angeles County administered Older Americans Act Grant; and
- B. Prepare and deliver daily meal service for both congregate and homebound seniors at specified sites within Glendale.

5. On _____, 2022, SUBRECIPIENT issued a “Request for Proposals” for the Elderly Nutrition Program (“RFP”)— which is attached as “Exhibit B” and is fully incorporated into this Lower Tier Subaward by this reference— describing SUBRECIPIENT’s need for a food services provider, and setting forth qualifications, conditions, and requirements for a food services provider.

6. On _____, 2022, LOWER TIER SUBRECIPIENT submitted a Proposal (“LOWER TIER SUBRECIPIENT’s Proposal”), which is attached as “Exhibit C” and is fully incorporated into this Lower Tier Subaward by this reference.

7. On _____, 2022, the Glendale City Council (“City Council”) adopted a Motion— which is attached as “Exhibit D” and is fully incorporated into this Lower Tier Subaward by this reference— accepting LOWER TIER SUBRECIPIENT’s Proposal and awarding LOWER TIER SUBRECIPIENT the right to prepare and deliver daily meal service under SUBRECIPIENT’s Elderly Nutrition Program, subject to the terms and conditions of this Lower Tier Subaward.

8. On _____, 2022, SUBRECIPIENT mailed LOWER TIER SUBRECIPIENT a “Notice of Intent to Award,” which is attached as “Exhibit E” and is fully incorporated into this Lower Tier Subaward by this reference.

9. LOWER TIER SUBRECIPIENT is, and will continue to be for this Lower Tier Subaward’s duration, a [(Name of State) corporation in good standing/ partnership/ limited partnership/ limited liability company/ a sole proprietorship/ an individual.] [ADD, IF APPLICABLE: (which) (who) employs persons who are duly registered or licensed to practice in the State of California.]

10. LOWER TIER SUBRECIPIENT possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Lower Tier Subaward’s tasks in a professional and competent manner.

11. LOWER TIER SUBRECIPIENT desires to furnish and perform professional services for SUBRECIPIENT, on the terms and conditions described in this Lower Tier Subaward. LOWER TIER SUBRECIPIENT has the legal authority to provide, engage in, and carry out the professional services set forth in this Lower Tier Subaward.

AGREEMENT

THEREFORE, SUBRECIPIENT engages LOWER TIER SUBRECIPIENT’s services, and in consideration of the PARTIES’ mutual promises, the PARTIES agree as follows:

1.0 INCORPORATION OF RECITALS

1.1. The Recitals constitute the factual basis upon which SUBRECIPIENT and LOWER TIER SUBRECIPIENT have entered into this Lower Tier Subaward. SUBRECIPIENT and LOWER TIER SUBRECIPIENT acknowledge the Recitals’ accuracy and, therefore, incorporate them into this Lower Tier Subaward.

2.0 TERM

2.1. **Initial Term.** This Lower Tier Subaward is for a period of four (4) years, beginning on December 1, 2022, and ending on November 30, 2026 (“**initial term**”), unless the Lower Tier Subaward is terminated sooner according to the terms elsewhere in this document.

2.2. **Renewal Term.** Before the **initial term**’s expiration, SUBRECIPIENT will have a one (1) time option to renew the Lower Tier Subaward for a period of two (2) years (“**renewal term**”). Exercise of the renewal option is at the Director of Community Services and Parks’ sole discretion and requires the City Manager’s written approval. Upon renewal, the Lower Tier Subaward may be subject to new or additional terms and conditions.

3.0 SERVICES

3.1. **Scope of Work.** LOWER TIER SUBRECIPIENT shall furnish all food and labor necessary to prepare and deliver daily individual meals, or bulk food, or both, for persons sixty (60) years of age and older (“**Services**”), in compliance with:

- (A) The Older Americans Act (OAA), as amended in 2006, including Title III Congregate and Home Delivered Nutrition standards, as described in Federal, State, and County regulatory statutes;
- (B) California’s Health and Safety Code, including the California Retail Food Code (Cal Code), effective January 1, 2020;
- (C) The Area Agency on Aging (AAA) Policies and Procedures;

- (D) The requirements defined in the “Food Service Specifications” which is attached as “Exhibit F” and is fully incorporated into this Lower Tier Subaward by this reference; and
- (E) The “Menu Writing Specifications” which is attached as “Exhibit G” and is fully incorporated into this Lower Tier Subaward by this reference.

3.2. **Written Authorization.** LOWER TIER SUBRECIPIENT shall not make changes in the Scope of Work or perform any additional work, without first obtaining written authorization from SUBRECIPIENT. If LOWER TIER SUBRECIPIENT provides additional work or services without written authorization, or if LOWER TIER SUBRECIPIENT exceeds the Maximum Cost in Paragraph 7.4 of this Lower Tier Subaward, LOWER TIER SUBRECIPIENT proceeds at LOWER TIER SUBRECIPIENT’s own risk and without payment.

3.3. **Professional Standard of Care.** During this Lower Tier Subaward’s Term:

(A) LOWER TIER SUBRECIPIENT and its Subcontractors, employees, and agents (collectively, “LOWER TIER SUBRECIPIENT PARTIES”) shall perform all of the Services in this Lower Tier Subaward in an expeditious and professional manner, using professionals properly licensed and duly qualified to perform the Services.

(B) LOWER TIER SUBRECIPIENT LOWER TIER SUBRECIPIENT PARTIES shall perform the work described in this Lower Tier Subaward in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of LOWER TIER SUBRECIPIENT PARTIES’ profession currently practicing in California. By performing the Services, LOWER TIER SUBRECIPIENT PARTIES represent and certify that their work conforms to: the requirements of this Lower Tier Subaward; all applicable (federal, state, county, local, City) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

(C) LOWER TIER SUBRECIPIENT shall adhere to:

- (1) All required Los Angeles County terms and conditions, as set forth in the “City of Glendale (SUBAWARD) with County of Los Angeles Aging and Disabilities Department (“Exhibit A”); and
- (2) The elements indicated in Los Angeles County’s Statement of Work, as set forth in the “City of Glendale (Statement of Work) with County of Los Angeles Aging and Disabilities Department” (“Exhibit J”), which is attached and fully incorporated into this Lower Tier Subaward by this reference.

(D) LOWER TIER SUBRECIPIENT PARTIES are responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation: site conditions; existing facilities; seismic, geologic, soils, hydrologic, geographic, climatic conditions; applicable (federal, state, county, local, City) laws, rules, regulations, orders, and procedures; and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, or any other information or documents that SUBRECIPIENT provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by SUBRECIPIENT.

(E) When the Scope of Work requires or permits SUBRECIPIENT's review, approval, conditional approval, or disapproval, LOWER TIER SUBRECIPIENT acknowledges that SUBRECIPIENT's review, approval, conditional approval, or disapproval:

- (1) Is solely for the purposes of administering this Lower Tier Subaward and determining whether LOWER TIER SUBRECIPIENT is entitled to payment for its Services;
- (2) Is not to be construed as a waiver of any breach, or acceptance by SUBRECIPIENT, of any responsibility—professional or otherwise—for the Services or LOWER TIER SUBRECIPIENT's work;
- (3) Does not relieve LOWER TIER SUBRECIPIENT of the responsibility for complying with the standard of performance or professional care; or laws, regulations, or industry standards; and
- (4) Does not relieve LOWER TIER SUBRECIPIENT from liability for damages arising out of LOWER TIER SUBRECIPIENT's: negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

(E) Without additional compensation to LOWER TIER SUBRECIPIENT and at no cost to SUBRECIPIENT, LOWER TIER SUBRECIPIENT shall correct or revise all errors, mistakes, or deficiencies in its work or the Services.

4.0 TIME FOR PERFORMANCE

4.1. LOWER TIER SUBRECIPIENT shall perform and complete the Services according to the schedules and deadlines in the "Food Service Specifications" ("Exhibit F").

4.2. **Force Majeure.** If an event or condition constituting a “force majeure”— including an act of God, labor dispute, civil unrest, epidemic, or natural disaster— prevents or delays a PARTY from performing or fulfilling an obligation under this Lower Tier Subaward, the PARTY is not in Default, under Paragraph 13.1 of this Lower Tier Subaward, of the obligation. A delay beyond a PARTY’s control automatically extends the time, in an amount equal to the period of the delay, for the PARTY to perform the obligation under this Lower Tier Subaward. The PARTIES shall prepare and sign an appropriate document acknowledging any extension of time under this Paragraph.

5.0 PERSONNEL

5.1. **Project Management.** Each PARTY shall appoint a Project Manager. The Project Managers shall meet [**SET FORTH SPECIFIC TIMES:** hourly/ daily/ weekly/ as needed] to coordinate, review, and ensure LOWER TIER SUBRECIPIENT’s performance under this Lower Tier Subaward. SUBRECIPIENT’s Project Manager will oversee the administration of LOWER TIER SUBRECIPIENT’s tasks under this Lower Tier Subaward.

5.2. **Personnel.**

(A) LOWER TIER SUBRECIPIENT’s project team shall work under the direction of the following key personnel **[IDENTIFY LOWER TIER SUBRECIPIENT’s KEY PERSONNEL AND TITLE]**. LOWER TIER SUBRECIPIENT shall minimize changes to its key personnel. SUBRECIPIENT may request key personnel changes, and SUBRECIPIENT may review and approve key personnel changes proposed by LOWER TIER SUBRECIPIENT. SUBRECIPIENT will not unreasonably withhold approval of key personnel assignments and changes.

(B) LOWER TIER SUBRECIPIENT Personnel shall:

- (1) Comply fully with Los Angeles County Code Title 2 - Administration, Division 4, Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel), and Los Angeles County’s Subaward Requirements for COVID-19 Vaccinations of County Contractor Personnel (Exhibit K); and
- (2) Submit to SUBRECIPIENT, when LOWER TIER SUBRECIPIENT signs this Lower Tier Subaward, a completed COVID-19 Vaccination Certification of Compliance (Exhibit L).

5.3. **Use of Agents or Assistants.** With SUBRECIPIENT’s prior written approval, LOWER TIER SUBRECIPIENT may employ, engage, or retain the services of persons or entities (“Subcontractors”) that LOWER TIER SUBRECIPIENT may deem proper to aid or assist in the proper performance of LOWER TIER SUBRECIPIENT’s duties. SUBRECIPIENT is an intended beneficiary of all work that the Subcontractors perform for purposes of establishing a duty of care between the Subcontractors and

SUBRECIPIENT. LOWER TIER SUBRECIPIENT is as responsible for the performance of its Subcontractors as it would be if it had rendered the Services itself. All costs of the tasks performed or the expenses incurred by the Subcontractors are chargeable directly to LOWER TIER SUBRECIPIENT. Nothing in this Lower Tier Subaward constitutes or creates a contractual relationship between SUBRECIPIENT and anyone other than LOWER TIER SUBRECIPIENT.

5.4. **Independent Contractor.**

(A) LOWER TIER SUBRECIPIENT understands and acknowledges that LOWER TIER SUBRECIPIENT is an independent contractor, not an employee, partner, agent, or principal of SUBRECIPIENT. This Lower Tier Subaward does not create a partnership, joint venture, association, or employer-employee relationship between the PARTIES. At its own expense, LOWER TIER SUBRECIPIENT is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for LOWER TIER SUBRECIPIENT and for LOWER TIER SUBRECIPIENT's employees and Subcontractors. LOWER TIER SUBRECIPIENT has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom LOWER TIER SUBRECIPIENT uses in performing the Services under this Lower Tier Subaward. LOWER TIER SUBRECIPIENT shall provide the Services in LOWER TIER SUBRECIPIENT's own manner and method, except as this Lower Tier Subaward specifies. LOWER TIER SUBRECIPIENT shall treat a provision in this Lower Tier Subaward that may appear either to give SUBRECIPIENT the right to direct LOWER TIER SUBRECIPIENT as to the details of doing the work, or to exercise a measure of control over the work, as giving LOWER TIER SUBRECIPIENT direction only as to the work's end result.

(B) LOWER TIER SUBRECIPIENT shall indemnify, defend (including LOWER TIER SUBRECIPIENT's providing and paying for legal counsel for SUBRECIPIENT), and hold harmless SUBRECIPIENT for any obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to the Public Employees Retirement System (PERS); social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that SUBRECIPIENT may be required to make on behalf of LOWER TIER SUBRECIPIENT, an employee of LOWER TIER SUBRECIPIENT, or any employee of LOWER TIER SUBRECIPIENT construed to be an employee of SUBRECIPIENT, for the work done under this Lower Tier Subaward.

5.5. **Non-Discrimination in Employment.** LOWER TIER SUBRECIPIENT shall not discriminate against any employee or person who is subject to this Lower Tier Subaward because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, gender identity, gender expression, marital status, pregnancy, parenthood, medical condition, physical or mental disability, genetic information, or military or veteran status.

5.6. **Disability Access Laws.** CONSULANT represents and certifies that the Services that LOWER TIER SUBRECIPIENT performs under this Lower Tier Subaward fully conform to all applicable disability access and design laws, regulations, and standards— including the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and Title 24 of the California Code of Regulations— when the Scope of Work requires or calls for compliance with those laws, regulations, or standards.

5.7. **Prevailing Wage Laws.** Services by persons deemed to be employees of LOWER TIER SUBRECIPIENT possibly may be subject to prevailing wage, payroll records, apprenticeship, and contract award reporting requirements under California Labor Code Sections 1770-1781 (collectively, “prevailing wage laws”). LOWER TIER SUBRECIPIENT’s sole responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, LOWER TIER SUBRECIPIENT, at its expense, shall indemnify, defend (including LOWER TIER SUBRECIPIENT’s providing and paying for legal counsel for SUBRECIPIENT), and hold harmless SUBRECIPIENT, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5.8. **Workers’ Compensation.** LOWER TIER SUBRECIPIENT understands and acknowledges that all persons furnishing services to SUBRECIPIENT under this Lower Tier Subaward are, for the purpose of workers’ compensation liability, employees solely of LOWER TIER SUBRECIPIENT and not of SUBRECIPIENT. In performing the Services or the work under this Lower Tier Subaward, LOWER TIER SUBRECIPIENT is liable for providing workers’ compensation benefits to LOWER TIER SUBRECIPIENT’s employees, or anyone whom LOWER TIER SUBRECIPIENT directly or indirectly hires, employs, or uses. SUBRECIPIENT is not responsible for any claims at law or in equity caused by LOWER TIER SUBRECIPIENT’s failure to comply with this Paragraph.

6.0 **FACILITIES**

6.1. SUBRECIPIENT shall provide LOWER TIER SUBRECIPIENT with access to and use of the kitchen facilities at the Adult Recreation Center for meal preparation, and access to the community centers specified in the “Food Service Specifications” (“Exhibit F”) for meal deliveries. LOWER TIER SUBRECIPIENT shall provide all other facilities necessary to fully perform and complete the Services.

6.2. LOWER TIER SUBRECIPIENT shall pay for any damage to SUBRECIPIENT property, facilities, structures, or streets arising out of LOWER TIER SUBRECIPIENT’s use, occupation, operation, or activities in, upon, under, or over any portion of them.

7.0 PAYMENT

7.1. SUBRECIPIENT’s payment to LOWER TIER SUBRECIPIENT will be based upon LOWER TIER SUBRECIPIENT’s “Meal Rates” (“Exhibit H”), which is contained in LOWER TIER SUBRECIPIENT’s Proposal (“Exhibit C”). Except as itemized in SUBRECIPIENT’s RFP or LOWER TIER SUBRECIPIENT’s “Meal Rates,” LOWER TIER SUBRECIPIENT shall pay for all expenses, including reimbursable or out-of-pocket expenses, that LOWER TIER SUBRECIPIENT incurs in performing the Services. The “Meal Rates,” including price per meal, will remain in effect for the Lower Tier Subaward’s **initial term** and **renewal term**.

7.2. **Fee.** For the Services that LOWER TIER SUBRECIPIENT provides under this Lower Tier Subaward, SUBRECIPIENT shall pay LOWER TIER SUBRECIPIENT as follows:

| <u>MEAL TYPE</u> | <u>PRICE PER MEAL</u> |
|---|-----------------------|
| Hot/Cold Meals / Boxed Lunches Prepared | \$ _____ |
| Frozen, Home Meals Delivered | \$ _____ |

7.3. SUBRECIPIENT shall pay for the Services in monthly installments, the TOTAL amount of which is not to exceed _____ dollars (\$_____). Each installment will be payable upon satisfactory performance and completion, in SUBRECIPIENT’s determination, of the Services.

7.4. **Maximum Cost.** LOWER TIER SUBRECIPIENT expressly acknowledges that the total cost to complete all Services under this Lower Tier Subaward must not exceed _____ dollars (\$_____) (“Maximum Cost”). When LOWER TIER SUBRECIPIENT has billed 75% of the Maximum Cost, LOWER TIER SUBRECIPIENT shall provide written notice to SUBRECIPIENT’s Project Manager that LOWER TIER SUBRECIPIENT has expended 75% of the Maximum Cost.

7.5. If SUBRECIPIENT requires additional work not included in this Lower Tier Subaward, LOWER TIER SUBRECIPIENT and SUBRECIPIENT shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Lower Tier Subaward.

7.6. **Invoices.** LOWER TIER SUBRECIPIENT shall submit:

(A) An *original*, itemized invoice to SUBRECIPIENT for approval, before receiving compensation. All invoices must contain:

- (1) The word “INVOICE”;
- (2) An invoice number;

- (3) An invoice date;
 - (4) The words "BILL TO: City of Glendale";
 - (5) The SUBRECIPIENT-issued contract number;
 - (6) The number, type, and date of meals served, the cost per meal, and the totally monthly costs;
 - (7) The total phase or Services costs to date;
 - (8) The total amount due on the invoice; and
 - (9) Payment instructions ("Make payable to____" or "Remit to ____").
- (B) The invoice:
- (1) At no more than monthly intervals; and
 - (2) Directly to SUBRECIPIENT's Finance Department in one of the following two ways:

Option 1: Electronically via:

<https://www.glendaleca.gov/government/departments/finance/accounting/invoice-submittal>

LOWER TIER SUBRECIPIENT shall:

- Prepare the invoices in PDF format; and
- Submit only one (1) invoice per PDF file.

Submitting multiple invoices in a single PDF file, or submitting an invoice without the SUBRECIPIENT- issued contract number, will cause a delay in payment.

Option 2: By mail to the following address:

City of Glendale
Attn: Accounts Payable
141 N. Glendale Ave, Room 346
Glendale, CA 91206

7.7. **Taxes.** LOWER TIER SUBRECIPIENT shall pay all applicable (federal, state, county, local, SUBRECIPIENT) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Lower Tier Subaward or upon the Services that LOWER TIER SUBRECIPIENT's performs under this Lower Tier Subaward.

8.0 AUDIT BY SUBRECIPIENT

8.1. During this Lower Tier Subaward's Term and for a period of four (4) years after the expiration, cancellation, or termination of this Lower Tier Subaward, or any extension of it, LOWER TIER SUBRECIPIENT shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to LOWER TIER SUBRECIPIENT's performance of this Lower Tier Subaward; and

(B) Permit SUBRECIPIENT or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to LOWER TIER SUBRECIPIENT's performance of this Lower Tier Subaward, including: direct and indirect charges, and detailed documentation, for work LOWER TIER SUBRECIPIENT has performed or will perform under this Lower Tier Subaward.

9.0 DATA, RECORDS, PROPRIETARY RIGHTS

9.1. **Copies of Data.** LOWER TIER SUBRECIPIENT shall provide SUBRECIPIENT with copies or originals of all data that LOWER TIER SUBRECIPIENT generates, uses, collects, or stores in relation to all work associated with this Lower Tier Subaward. Data that LOWER TIER SUBRECIPIENT generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by, SUBRECIPIENT.

9.2. **Ownership and Use.**

(A) Unless SUBRECIPIENT states otherwise in writing, each document— including each report, draft, record, drawing, or specification (collectively, "work product")— that LOWER TIER SUBRECIPIENT prepares, reproduces, or causes its preparation or reproduction for this Lower Tier Subaward is SUBRECIPIENT's exclusive property.

(B) LOWER TIER SUBRECIPIENT acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work. LOWER TIER SUBRECIPIENT makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the Scope of Work.

9.3. **Intellectual Property.**

(A) If LOWER TIER SUBRECIPIENT uses or incorporates patented, trademarked, copyrighted, or proprietary work, ideas, or products— in whole or in part— into LOWER TIER SUBRECIPIENT’s work product, LOWER TIER SUBRECIPIENT represents that:

- (1) LOWER TIER SUBRECIPIENT’s work product does not infringe on any patent, copyright, trademark, trade name, or proprietary right of any person, organization, or entity; and
- (2) LOWER TIER SUBRECIPIENT holds the patent, trademark, copyright or proprietary right to the work, idea, or product; or
- (3) LOWER TIER SUBRECIPIENT is licensed to use the patented, trademarked, copyrighted, or proprietary work, idea, or product.

(B) Unless SUBRECIPIENT states otherwise in writing, all proprietary rights or intellectual property rights, including copyrights, that arise from creation of the work under this Lower Tier Subaward vest in SUBRECIPIENT. LOWER TIER SUBRECIPIENT waives and relinquishes all claims to proprietary rights and intellectual property rights, including copyrights, in favor of SUBRECIPIENT.

(C) Without SUBRECIPIENT’s prior written approval, LOWER TIER SUBRECIPIENT shall not use, reproduce, or display SUBRECIPIENT’s corporate insignia in any document or medium, including: an advertisement, promotional material, television or radio commercial, social media, or the internet or LOWER TIER SUBRECIPIENT’s website.

(D) LOWER TIER SUBRECIPIENT shall indemnify, defend (including LOWER TIER SUBRECIPIENT’s providing and paying for legal counsel for SUBRECIPIENT), and hold harmless SUBRECIPIENT, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, royalties, fines, penalties, costs, or expenses arising out of or alleging any infringement or misappropriation of a patent, copyright, trade secret, trade name, trademark, or other intellectual property right or proprietary right.

9.4. **Confidentiality.** LOWER TIER SUBRECIPIENT shall not use any information that it obtains from performing the Services for any purpose other than for fulfillment of LOWER TIER SUBRECIPIENT’s Scope of Work. Without SUBRECIPIENT’s prior written authorization, LOWER TIER SUBRECIPIENT shall not disclose or publish— or authorize, permit, or allow others to disclose or publish— data, drawings, designs, specifications, reports, or other information relating to the Services or the work that SUBRECIPIENT assigns to LOWER TIER SUBRECIPIENT or to which LOWER TIER SUBRECIPIENT has access.

9.5. **Public Records Act.**

(A) LOWER TIER SUBRECIPIENT acknowledges that this Lower Tier Subaward is a public record. This Lower Tier Subaward, its Exhibits, and all documents produced under this Lower Tier Subaward are subject to the California Public Records Act (Government Code Sections 6250 *et seq.*), including its exemptions. LOWER TIER SUBRECIPIENT acknowledges that SUBRECIPIENT has no obligation to notify LOWER TIER SUBRECIPIENT when a request for records is received.

(B) LOWER TIER SUBRECIPIENT shall identify in advance all records, or portions of them, that LOWER TIER SUBRECIPIENT believes are exempt from production under the Public Records Act.

(C) If LOWER TIER SUBRECIPIENT claims a privilege against public disclosure or otherwise objects to the records' disclosure, then:

- (1) LOWER TIER SUBRECIPIENT may, when notified by SUBRECIPIENT of the request, seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or
- (2) SUBRECIPIENT may either decline to produce the requested information, or redact portions of the documents and produce the redacted records.

(D) If LOWER TIER SUBRECIPIENT fails to identify one or more protectable documents, in SUBRECIPIENT's sole discretion, and without its being in breach of this Lower Tier Subaward or its incurring liability to LOWER TIER SUBRECIPIENT, SUBRECIPIENT may produce the records— in whole, in part, or redacted— or may decline to produce them.

(E) LOWER TIER SUBRECIPIENT shall indemnify, defend (including LOWER TIER SUBRECIPIENT's providing and paying for legal counsel for SUBRECIPIENT), and hold harmless SUBRECIPIENT, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging SUBRECIPIENT's refusal to publicly disclose one or more records that LOWER TIER SUBRECIPIENT identifies as protectable, or asserts is protectable.

10.0 CONFLICT OF INTEREST; CAMPAIGN CONTRIBUTIONS

10.1. **Conflict of Interest.** LOWER TIER SUBRECIPIENT represents and certifies that:

(A) LOWER TIER SUBRECIPIENT's personnel are not currently officers, agents, employees, representatives, or elected officials of SUBRECIPIENT;

(B) LOWER TIER SUBRECIPIENT will not employ or hire a SUBRECIPIENT officer, agent, employee, representative, or elected official during this Lower Tier Subaward's Term;

(C) SUBRECIPIENT's officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Lower Tier Subaward; and

(D) During this Lower Tier Subaward's Term, LOWER TIER SUBRECIPIENT will inform SUBRECIPIENT promptly about an existing or potential conflict of interest that may arise as a result of any change in circumstances.

10.2. **Campaign Contributions.**

(A) LOWER TIER SUBRECIPIENT and its Subcontractors shall fully comply with Glendale Municipal Code Section 1.10.060, which places limitations on LOWER TIER SUBRECIPIENT's and its Subcontractors' ability to make campaign contributions to certain elected SUBRECIPIENT officials or candidates for elected City office. Specifically, Section 1.10.060 prohibits:

- (1) A contractor (including a LOWER TIER SUBRECIPIENT)— who has a contract with the City of Glendale, Glendale Successor Agency, or the Housing Authority of the City of Glendale and that contract is subject to approval by the City Council, Successor Agency, or Housing Authority— from making a contribution to a City Council member, City Clerk, or City Treasurer, when the contract has a total anticipated or actual value of \$50,000 or more, or a combination or series of contracts having a value of \$50,000 or more; and
- (2) A City Council member, Successor Agency member, or Housing Authority member from voting on a contract in which a contractor (or a Subcontractor) has provided a campaign contribution.

(B) LOWER TIER SUBRECIPIENT acknowledges that even if the Maximum Cost in Paragraph 7.4 of this Lower Tier Subaward is less than \$50,000, LOWER TIER SUBRECIPIENT still may be subject to the campaign contribution limitations in Glendale Municipal Code Section 1.10.060, when:

- (1) LOWER TIER SUBRECIPIENT and SUBRECIPIENT amend the Scope of Work in this Lower Tier Subaward which increases the Maximum Cost to equal or exceed \$50,000; or

- (2) SUBRECIPIENT, Glendale Successor Agency, or the Housing Authority awards LOWER TIER SUBRECIPIENT another contract which has a total anticipated or actual value of \$50,000 or more, or awards LOWER TIER SUBRECIPIENT a combination or series of contracts which have a value of \$50,000 or more.

- (C) LOWER TIER SUBRECIPIENT represents and certifies that:
 - (1) LOWER TIER SUBRECIPIENT has read and fully understands the provisions of Glendale Municipal Code Section 1.10.060;
 - (2) LOWER TIER SUBRECIPIENT will not: (a) make a prohibited campaign contribution to an individual holding City of Glendale elective office; or (b) otherwise violate Glendale Municipal Code Section 1.10.060; and
 - (3) LOWER TIER SUBRECIPIENT shall timely complete, return, and update one or more disclosure or reporting forms that SUBRECIPIENT provides.

11.0 INSURANCE

11.1. When LOWER TIER SUBRECIPIENT signs and delivers this Lower Tier Subaward to SUBRECIPIENT, and during this Lower Tier Subaward’s Term, LOWER TIER SUBRECIPIENT shall furnish SUBRECIPIENT with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the “Insurance Requirements,” which are attached as “Exhibit I” (I-1 through I-8) to this Lower Tier Subaward and are incorporated into it by this reference.

11.2. This Lower Tier Subaward’s insurance provisions:

(A) Are separate and independent from the indemnification and defense provisions in Article 12.0 of the Lower Tier Subaward; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12.0 of the Lower Tier Subaward.

12.0 INDEMNITY

12.1. To the maximum extent permitted by law— including, but not limited to, California Civil Code Section 2778— LOWER TIER SUBRECIPIENT , its employees, agents, LOWER TIER SUBRECIPIENTS, and persons whom LOWER TIER SUBRECIPIENT employs or hires (individually and collectively, “LOWER TIER

SUBRECIPIENT INDEMNITOR”) shall indemnify, defend, and hold harmless SUBRECIPIENT, its officers, agents, employees, and representatives (individually and collectively, “SUBRECIPIENT INDEMNITEE”) from and against a “**liability**” [as defined in Subparagraph (A) below], or an “**expense**” [as defined in Subparagraph (B) below], or both, that arise out of, pertain to, or relate to an act, error, or omission of a LOWER TIER SUBRECIPIENT INDEMNITOR:

(A) “**Liability**” means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the **liability** is:

- (1) Actual or alleged;
- (2) In contract or in tort; or
- (3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(B) “**Expense**” means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including:

- (1) Attorney’s fees;
- (2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal;
- (3) Fees of an accountant, expert witness, consultant, or other professional; and
- (4) Pre or post: judgment interest or settlement interest.

12.2. Under this Article, LOWER TIER SUBRECIPIENT INDEMNITOR’s defense and indemnification obligations:

(A) Apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the actual or alleged passive negligence of a SUBRECIPIENT INDEMNITEE; but

(B) Do not apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the sole active negligence or willful misconduct of a SUBRECIPIENT INDEMNITEE.

12.3. To the extent that LOWER TIER SUBRECIPIENT INDEMNITOR’s insurance policy provides an upfront defense to a SUBRECIPIENT INDEMNITEE, LOWER TIER SUBRECIPIENT INDEMNITOR’s obligation to defend a SUBRECIPIENT INDEMNITEE under this Article:

(A) Means that LOWER TIER SUBRECIPIENT INDEMNITOR shall provide and pay for legal counsel, acceptable to SUBRECIPIENT, for the SUBRECIPIENT INDEMNITEE;

(B) Occurs when a claim, suit, complaint, pleading, or action against a SUBRECIPIENT INDEMNITEE arises out of, pertains to, relates to, or asserts an act, error, or omission of LOWER TIER SUBRECIPIENT INDEMNITOR; and

(C) Arises regardless of whether a claim, suit, complaint, pleading, or action specifically names or identifies LOWER TIER SUBRECIPIENT INDEMNITOR.

12.4. Paragraph 12.3 does not limit or extinguish LOWER TIER SUBRECIPIENT INDEMNITOR's obligation to reimburse a SUBRECIPIENT INDEMNITEE for the costs of defending the SUBRECIPIENT INDEMNITEE against a **liability**, or an **expense**, or both. The defense costs charged to LOWER TIER SUBRECIPIENT INDEMNITOR will not exceed LOWER TIER SUBRECIPIENT INDEMNITOR's proportionate percentage of fault. A SUBRECIPIENT INDEMNITEE's right to recover defense costs and attorney's fees under this Article does not require, and is not contingent upon, the SUBRECIPIENT INDEMNITEE's first:

(A) Requesting that LOWER TIER SUBRECIPIENT INDEMNITOR provide a defense to the SUBRECIPIENT INDEMNITEE; or

(B) Obtaining LOWER TIER SUBRECIPIENT INDEMNITOR's consent to the SUBRECIPIENT INDEMNITEE's tender of defense.

12.5. If LOWER TIER SUBRECIPIENT subcontracts all or any portion of the Services under this Lower Tier Subaward, LOWER TIER SUBRECIPIENT shall provide SUBRECIPIENT with a written agreement from each Subcontractor, who must indemnify, defend, and hold harmless a SUBRECIPIENT INDEMNITEE under the terms in this Article.

12.6. LOWER TIER SUBRECIPIENT INDEMNITOR's obligation to indemnify, defend, and hold harmless a SUBRECIPIENT INDEMNITEE will remain in effect and will be binding upon LOWER TIER SUBRECIPIENT INDEMNITOR whether the **liability**, or the **expense**, or both, accrues— or is discovered— before or after this Lower Tier Subaward's expiration, cancellation, or termination.

12.7. Except for Paragraph 12.3, this Article's indemnification and defense provisions:

(A) Are separate and independent from the insurance provisions in Article 11. In addition, the indemnification and defense provisions in this Article;

(B) Are neither limited to nor capped at the coverage amounts that SUBRECIPIENT now, or at a later date, specifies under the insurance provisions in Article 11.0; and

(C) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Article 11.0.

13.0 DEFAULT, REMEDIES, AND TERMINATION

13.1. **Default.** Default under this Lower Tier Subaward occurs upon any one or more of the following events:

(A) LOWER TIER SUBRECIPIENT refuses or fails— whether partially, fully, temporarily, or otherwise— to:

- (1) Provide, obtain, or maintain enough properly trained personnel, or licensed personnel, or both, to perform the Services that this Lower Tier Subaward requires;
- (2) Pay for, obtain, maintain, or renew the insurance policies or coverages that this Lower Tier Subaward requires;
- (3) Comply with indemnification, defense, or hold harmless provisions that this Lower Tier Subaward requires; or

(B) LOWER TIER SUBRECIPIENT, or its personnel, or both— whether partially, fully, temporarily, or otherwise:

- (1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order;
- (2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;
- (3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Lower Tier Subaward;
- (4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under this Lower Tier Subaward; or

(C) LOWER TIER SUBRECIPIENT:

- (1) Or another party for or on behalf of LOWER TIER SUBRECIPIENT: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;

- (2) Delegates— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this Lower Tier Subaward, without notifying SUBRECIPIENT, or without SUBRECIPIENT’s written authorization;
- (3) Assigns, transfers, pledges, hypothecates, grants, or encumbers— whether in whole, in part, temporarily, or otherwise— this Lower Tier Subaward or any interest in it, without notifying SUBRECIPIENT, or without SUBRECIPIENT’s written authorization;
- (4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on LOWER TIER SUBRECIPIENT’s behalf, is convicted (i.e., a plea of guilty, a verdict of guilty by a judge or jury, a plea of nolo contendere, or a forfeiture of bail) under state or federal law, during this Lower Tier Subaward’s Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

(D) Any other justifiable cause or reason, as reasonably determined by the City Manager, or a designee.

13.2. **Notice of Default.** If SUBRECIPIENT deems that LOWER TIER SUBRECIPIENT is in Default, or that LOWER TIER SUBRECIPIENT has failed in any other respect to perform satisfactorily the Services specified in this Lower Tier Subaward, SUBRECIPIENT may give written notice to LOWER TIER SUBRECIPIENT specifying the Default(s) that LOWER TIER SUBRECIPIENT shall remedy within ten (10) days after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

13.3. **Remedies upon Default.** Within ten (10) days after receiving SUBRECIPIENT’s Notice of Default, if LOWER TIER SUBRECIPIENT refuses or fails to remedy the Default(s), or if LOWER TIER SUBRECIPIENT does not commence steps to remedy the Default(s) to SUBRECIPIENT’s reasonable satisfaction, SUBRECIPIENT may exercise any one or more of the following remedies:

(A) SUBRECIPIENT may, in whole or in part and for any length of time, immediately suspend this Lower Tier Subaward until such time as LOWER TIER SUBRECIPIENT has corrected the Default;

(B) SUBRECIPIENT may provide for the Services either through its own forces or from another contractor or vendor, and may withhold any money due (or may become owing to) LOWER TIER SUBRECIPIENT for a task related to the claimed Default;

(C) SUBRECIPIENT may withhold all moneys, or a sum of money, due LOWER TIER SUBRECIPIENT under this Lower Tier Subaward, which in SUBRECIPIENT's sole determination, are sufficient to secure LOWER TIER SUBRECIPIENT's performance of its duties and obligations under this Lower Tier Subaward;

(D) SUBRECIPIENT may immediately terminate the Lower Tier Subaward;

(E) SUBRECIPIENT may exercise any legal remedy, or equitable remedy, or both, including filing and action in court:

(1) Seeking LOWER TIER SUBRECIPIENT's specific performance of all or any part of this Lower Tier Subaward; or

(2) Recovering damages for LOWER TIER SUBRECIPIENT's Default, breach, or violation of this Lower Tier Subaward; or

(F) SUBRECIPIENT may pursue any other available, lawful right, remedy, or action.

13.4. **Termination for Convenience.** Independent of the remedies provided in Paragraph 13.3, SUBRECIPIENT may elect to terminate this Lower Tier Subaward at any time upon thirty (30) days' prior written notice. On and after the termination date, LOWER TIER SUBRECIPIENT shall stop performing the Services. Upon termination, LOWER TIER SUBRECIPIENT shall receive compensation only for that work which LOWER TIER SUBRECIPIENT had satisfactorily completed to the termination date. SUBRECIPIENT shall not pay LOWER TIER SUBRECIPIENT for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Lower Tier Subaward's termination.

14.0 **GENERAL PROVISIONS**

14.1. **Entire Agreement.** This Lower Tier Subaward represents the entire and integrated agreement between the PARTIES. This Lower Tier Subaward supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither LOWER TIER SUBRECIPIENT nor SUBRECIPIENT has made any promises or representations, other than those contained in this Lower Tier Subaward or those implied by law. The PARTIES may modify this Lower Tier Subaward, or any part of it, by a written amendment with SUBRECIPIENT's and LOWER TIER SUBRECIPIENT's signature.

14.2. **Interpretation.**

(A) This Lower Tier Subaward is the product of negotiation and compromise by both PARTIES. Every provision in this Lower Tier Subaward must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Lower Tier Subaward’s language is uncertain, the Lower Tier Subaward must not be construed against the PARTY causing the uncertainty to exist.

(B) In interpreting this Lower Tier Subaward and resolving any ambiguities, this Lower Tier Subaward will take precedence over any cover page or attachments. If a conflict occurs between a provision in this Lower Tier Subaward and a provision in an attachment, the following order of precedence applies, with the terms and conditions in the document higher on the list governing over those lower on the list:

- (1) Lower Tier Subaward.
- (2) Exhibit A – (City of Glendale (SUBAWARD) with County of Los Angeles Aging and Disabilities Department).
- (3) Exhibit J – (City of Glendale (Statement of Work) with County of Los Angeles Aging and Disabilities Department).
- (4) Exhibit K – (Los Angeles County’s Subaward Requirements for COVID-19 Vaccinations of County Contractor Personnel).
- (5) Exhibit L – (COVID-19 Vaccination Certification of Compliance).
- (6) Exhibit I – (Insurance Requirements).
- (7) Exhibit B – (SUBRECIPIENT’s Request for Proposals).
- (8) Exhibit H – (Meal Rates).
- (9) Exhibit F – (Food Service Specifications).
- (10) Exhibit G – (Menu Writing Specifications).
- (11) Exhibit C – (LOWER TIER SUBRECIPIENT’s Proposal).
- (12) Exhibit D – (City Council Motion).
- (13) Exhibit E – (Notice of Intent to Award Contract).

(C) Unless the contexts requires otherwise, the term “including” means “including but not limited to.”

14.3. **Headings.** All headings or captions in this Lower Tier Subaward are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

14.4. **Governing Law; Conflict of Law; Jurisdiction.**

(A) California’s laws govern this Lower Tier Subaward’s construction and interpretation regardless of the laws that might otherwise apply under applicable principles of conflicts of law or choice of law.

(B) If LOWER TIER SUBRECIPIENT or SUBRECIPIENT brings a lawsuit to enforce or interpret one or more provisions of the Lower Tier Subaward, jurisdiction is in the Superior Court of the County of Los Angeles, California, or where otherwise appropriate, in the United States District Court, Central District of California. LOWER TIER SUBRECIPIENT and SUBRECIPIENT acknowledge that the Lower Tier Subaward was made (negotiated, entered into, and executed)— and the Services were performed— in the City of Glendale, which is in Los Angeles County.

(C) Unless this Lower Tier Subaward provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

14.5. **Waiver of Breach.** If a PARTY fails to require the other to perform any term in this Lower Tier Subaward, that failure does not prevent the PARTY from later enforcing that term, or any other term. If a PARTY waives the other’s breach of a term, that waiver is not treated as waiving a later breach of the term. A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. This Lower Tier Subaward’s duties and obligations:

(A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

(B) Are not exhausted by a PARTY’s exercise of any one of them.

14.6. **Attorney’s Fees.** If SUBRECIPIENT or LOWER TIER SUBRECIPIENT brings an action at law or in equity to enforce or interpret one or more provisions of this Lower Tier Subaward, the “prevailing party” is entitled to “reasonable attorney’s fees” in addition to any other relief to which the prevailing party may be entitled. A “prevailing party” has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4). “Reasonable attorney’s fees” of the City Attorney’s office means the fees regularly charged by private attorneys who:

(A) Practice in a law firm located in Los Angeles County; and

(B) Have an equivalent number of years of professional experience in the subject matter area of the law for which the City Attorney’s services were rendered.

14.7. **Further Assurances.** Upon SUBRECIPIENT’s request at any time, LOWER TIER SUBRECIPIENT shall promptly:

(A) Take further necessary action; and

(B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Lower Tier Subaward's intent, purpose, and terms.

14.8. **Assignment, Delegation, and Change of Ownership.**

(A) This Lower Tier Subaward does not give any rights or benefits to anyone, other than to SUBRECIPIENT and LOWER TIER SUBRECIPIENT. All duties, obligations, and responsibilities under this Lower Tier Subaward are for the sole and exclusive benefit of SUBRECIPIENT and LOWER TIER SUBRECIPIENT, and are not for the benefit of another person, entity, or organization. Without SUBRECIPIENT's prior written authorization, LOWER TIER SUBRECIPIENT shall not do any one or more of the following:

- (1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Lower Tier Subaward; or
- (2) Delegate a duty or obligation owed— whether in whole, in part, temporarily, or otherwise— under this Lower Tier Subaward.

(B) A change in the legal form of ownership of LOWER TIER SUBRECIPIENT's business, or in the control of LOWER TIER SUBRECIPIENT's business, or in both, is deemed to be an assignment under this Lower Tier Subaward.

(C) Any actual or attempted assignment of rights or delegation of duties by LOWER TIER SUBRECIPIENT, without SUBRECIPIENT's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate LOWER TIER SUBRECIPIENT's duties, obligations, or responsibilities under this Lower Tier Subaward.

(D) If SUBRECIPIENT consents to an assignment of rights, or a delegation of duties, or both, LOWER TIER SUBRECIPIENT's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Lower Tier Subaward.

14.9. **Successors and Assigns.** Subject to the provisions in Paragraph 14.8, this Lower Tier Subaward is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

14.10. **Time is of the Essence.**

(A) Except when this Lower Tier Subaward states otherwise, time is of the essence in this Lower Tier Subaward. LOWER TIER SUBRECIPIENT acknowledges that this Lower Tier Subaward's time limits and deadlines are reasonable for LOWER TIER SUBRECIPIENT's performing the Services under this Lower Tier Subaward.

(B) Unless this Lower Tier Subaward specifies otherwise, any reference to "day" or "days" means calendar and not business days. If the last day for giving notice or performing an act under this Lower Tier Subaward falls on a weekend, a legal holiday listed in either Glendale Municipal Code Section 3.08.010 or California's Government Code, or a day when City Hall is closed, the period is extended to and including the next day that SUBRECIPIENT is open for business. A reference to the time of day refers to local time for Glendale, California.

14.11. **Recycled Paper.** LOWER TIER SUBRECIPIENT shall endeavor to submit all reports, correspondence, and documents related to this Lower Tier Subaward on recycled paper.

14.12. **Notices.**

(A) **Method.** The PARTIES shall submit in writing all notices and communications that this Agreement requires or permits, place the notice or communication in a sealed envelope or package for delivery methods (1) through (4) below, and use the following delivery method:

- (1) In-person hand-delivery;
- (2) Messenger or overnight delivery service;
- (3) U.S. mail, first class postage prepaid;
- (4) "Certified" U.S. mail, postage prepaid, return receipt requested;
- (5) Fax; or
- (6) Email.

(B) **Receipt of Notice.** All written notices or communications done in the manner described in Subparagraph (A) with the street address or place, facsimile number, or email address listed in Subparagraph (C) is considered "given" or "delivered" to a PARTY on the effective date listed below, as noted next to the applicable delivery method:

- (1) In-person hand-delivery: The date on which the envelope or package is handed in-person to the PARTY;
- (2) Messenger or overnight delivery service: The date on which the PARTY signs for the envelope or package, or refuses to accept it; or the date on which the messenger or overnight

delivery service leaves the envelope or package with a receptionist or an individual in charge of the PARTY's office— as noted on the proof of delivery, tracking receipt, or other form;

- (3) U.S. mail: The third business day after deposit with the U.S. Postal Service;
- (4) "Certified" U.S. mail: The date on which the PARTY signs for the envelope or package, or refuses to accept it— as noted on the return receipt or other U.S. Postal Service form;
- (5) Fax: The date of the fax's transmission— as noted on the fax machine's activity or transmission report verifying that transmission occurred without error;
- (6) Email: The date on which the PARTY acknowledges, by email or other delivery method specified in Subparagraph (A), as having received the email (with an automatic "read receipt" not constituting acknowledgment of an email); or
- (7) (1) through (4) above — when undeliverable: The date on which the messenger, overnight delivery service, or U.S. Postal Service mail carrier attempts delivery on the PARTY, but is unable to do so, because the PARTY is no longer at the address and did not give notice of a change in address— as noted on the proof of non-delivery, tracking or return receipt, or other form.

(C) **Contact Information.** SUBRECIPIENT and LOWER TIER SUBRECIPIENT designate the following contact person, street address or place, telephone number, and facsimile number or email address for giving notice. At any time, by providing notice to the other PARTY, SUBRECIPIENT or LOWER TIER SUBRECIPIENT may change the contact information:

SUBRECIPIENT:

City of Glendale
Dept.: Community Services and Parks
613 E. Broadway, Room 120
Glendale, CA 91206
Attn: Aylin Isayan

Tel. No. (818) 548-3772
Fax. No. (818) 543-0793
Email: ayisayan@glendaleca.gov

LOWER TIER SUBRECIPIENT:

 Attn: _____
 Tel. No. _____
 Fax. No. _____
 Email: _____

14.13. **Survival.** This Paragraph and the obligations set forth in Paragraphs 5.4, 5.6, 5.7, 5.8, 7.7, 8.1, 9.1, 9.2, 9.3, 9.4, 9.5, 11.1, 11.2, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 13.3, 14.5, 14.6, 14.7, 14.8, 14.9, and 14.12 survive this Lower Tier Subaward’s expiration, cancellation, or termination.

14.14. **Severability.** The invalidity, in whole or in part, of any term of this Lower Tier Subaward will not affect this Lower Tier Subaward’s remaining terms.

14.15. **Counterparts.** This Lower Tier Subaward may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this Lower Tier Subaward.

14.16. **Digital Signatures.** The PARTIES deem a copy of this Lower Tier Subaward, or any amendment to it, that bears a digital signature as having the same legal effect, for all purposes, as delivery of a signed original of this Lower Tier Subaward or the amendment, and each digital signature will have the same legal force and effect as a handwritten signature.

14.17. **Representations – Authority.** The PARTIES represent that:

- (A) They have read this Lower Tier Subaward, fully understand its contents, and have received a copy of it;
- (B) Through their duly authorized representative, they are authorized to sign this Lower Tier Subaward, and they are bound by its terms; and
- (C) They have executed this Lower Tier Subaward on the date opposite their signature.

CITY OF GLENDALE:

By _____
 Roubik Golanian
 City Manager

Date: _____, 20____

LOWER TIER SUBRECIPIENT:

By _____

Date: _____, 20____

(Name) _____
(Title) _____

| APPROVED AS TO FORM | |
|----------------------------|-------|
| NAME: | _____ |
| TITLE: | _____ |
| SIGNATURE: | _____ |
| DATE: | _____ |

EXHIBIT LIST

- Exhibit A": City of Glendale (SUBAWARD) with County of Los Angeles Aging and Disabilities Department
- "Exhibit B": SUBRECIPIENT's Request for Proposals
(__ pages)
- "Exhibit C": LOWER TIER SUBRECIPIENT's Proposal
(__ pages)
- "Exhibit D": City Council Motion
(__ pages)
- "Exhibit E": Notice of Intent to Award Contract
(__ pages)
- "Exhibit F": Food Service Specifications
(__ pages)
- "Exhibit G": Menu Writing Specifications
(__ pages)
- "Exhibit H": Meal Rates
(__ pages)
- "Exhibit I": Insurance Requirements
(__ pages)
- "Exhibit J": City of Glendale (Statement of Work) with County of Los Angeles Aging and Disabilities Department
(__ pages)
- "Exhibit K": Los Angeles County's Subaward Requirements for COVID-19 Vaccinations of County Contractor Personnel
(__ pages)
- "Exhibit L": COVID-19 Vaccination Certification of Compliance
(__ pages)

EXHIBIT V – Insurance Requirements

The insurance requirements for all City of Glendale Contractors are described on the next ten pages of this RFP, beginning on page 77.

In addition to the City of Glendale’s insurance requirements, a Food Service Provider who receives a City Contract and who performs the Services under funding from the Los Angeles Area Agency on Aging must comply with the County of Los Angeles’ insurance requirements (Paragraphs 8.24.1 through 8.24.15.1; and 8.25.1 through 8.25.8.1), beginning on page 89. This language is directly from the contract between the City of Glendale and the Los Angeles County Aging and Disabilities Department.

If the City of Glendale’s insurance requirements and the County of Los Angeles insurance requirements differ, a Proposer must comply with the requirements of the entity who has a higher coverage amount, has additional coverages, or whose insurance is more stringent. For example, if the City requires \$2 million in coverage, while the County requires \$1 million, or vice versa— a Proposer must obtain \$2 million in coverage.

The full text of the contract between the City of Glendale and Los Angeles County for the Elderly Nutrition Program is available for review at 201 E. Colorado Street, Glendale CA 91205 between the hours of 8:00 a.m. through 5:00 p.m., Monday through Friday.

INSURANCE REQUIREMENTS

ELDERLY NUTRITION PROGRAM LOWER TIER SUBAWARD AGREEMENT

“PROFESSIONAL LIABILITY” INSURANCE

1.1 Without limiting LOWER TIER SUBRECIPIENT’s liability and at its sole expense, LOWER TIER SUBRECIPIENT shall obtain, pay for, and maintain a Professional Liability insurance policy.

1.2 The Professional Liability policy must:

- (A) Include “**errors and omissions**” coverage or “**malpractice**” coverage;
- (B) Afford “**practice specific**” or “**project specific**” coverage;
- (C) Provide limits of liability in an amount not less than:
 - (1) ONE MILLION DOLLARS (\$1,000,000) per claim; and
 - (2) TWO MILLION DOLLARS (\$2,000,000) in the aggregate;
- (D) Cover a claim or claims arising out of the performance of professional services by:
 - (1) CONSULTANT;
 - (2) LOWER TIER SUBRECIPIENT’s Subcontractor(s);
 - (3) Anyone whom LOWER TIER SUBRECIPIENT or its Subcontractor(s) directly or indirectly employs or uses; or
 - (4) Anyone whose acts LOWER TIER SUBRECIPIENT or its Subcontractor(s) may be liable; and
- (E) Provide coverage for:
 - (1) The duration of this Lower Tier Subaward; and
 - (2) At least three (3) years after the Lower Tier Subaward’s expiration or termination:
 - (a) LOWER TIER SUBRECIPIENT shall obtain, pay for, and maintain an endorsement that adds an “extended reporting period” (“ERP”) or a “discovery” feature— to allow SUBRECIPIENT to report a claim— for a period of not less than three (3) years following (whichever date is later): (i) the initial policy’s expiration; or (ii) final close-out of the Lower Tier Subaward. The endorsement for the ERP or discovery feature must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above; or

- (b) LOWER TIER SUBRECIPIENT shall obtain, pay for, and maintain successive renewal or replacement policies (with “prior acts” coverage), for a period of three (3) years following (whichever date is later): (i) the initial policy’s expiration; or (ii) final close-out of the Lower Tier Subaward. Each policy must have a “retroactive date” that coincides with, or is earlier than, this Lower Tier Subaward’s Effective Date. Additionally, each policy must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above.

1.3 All ERP or discovery endorsements, renewal policies, and replacement coverage policies are subject to SUBRECIPIENT’s review and approval, in its sole discretion.

1.4 LOWER TIER SUBRECIPIENT shall pay the full amount of all deductibles and any self-insured retention per claim for coverage under the Professional Liability insurance policy.

INSURANCE REQUIREMENTS

ELDERLY NUTRITION PROGRAM LOWER TIER SUBAWARD AGREEMENT

“WORKERS’ COMPENSATION” INSURANCE

1.1 At its own expense, LOWER TIER SUBRECIPIENT shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— for the duration of this Lower Tier Subaward:

- (A) Complete Workers’ Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and
- (B) Employer’s Liability insurance in an amount not less than:
 - (1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
 - (2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
 - (3) ONE MILLION DOLLARS (\$1,000,000) policy limit.

1.2 LOWER TIER SUBRECIPIENT shall provide SUBRECIPIENT with a “*certificate of insurance*” and a subrogation endorsement, “*Waiver of Our Right to Recover From Others*”— on forms satisfactory to the City Attorney or City’s Risk and Insurance Services Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, this Lower Tier Subaward’s workers’ compensation insurance requirements.

1.3 SUBRECIPIENT shall not be liable to LOWER TIER SUBRECIPIENT’s personnel, or anyone LOWER TIER SUBRECIPIENT directly or indirectly employs or uses, for a claim at law or in equity arising out of LOWER TIER SUBRECIPIENT’s failure to comply with this Lower Tier Subaward’s workers’ compensation insurance requirements.

INSURANCE REQUIREMENTS

ELDERLY NUTRITION PROGRAM LOWER TIER SUBAWARD AGREEMENT

“COMMERCIAL GENERAL LIABILITY” OR “BUSINESSOWNERS LIABILITY” INSURANCE

1.1 At its own expense, LOWER TIER SUBRECIPIENT shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— a “Commercial General Liability” or a “Businessowners Liability” insurance policy on an **occurrence** basis to fully protect LOWER TIER SUBRECIPIENT and SUBRECIPIENT from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives (collectively, “SUBRECIPIENT AND ITS REPRESENTATIVES”) as **additional insureds**.

1.2 Coverage afforded to SUBRECIPIENT AND ITS REPRESENTATIVES must be at least as broad as that afforded to LOWER TIER SUBRECIPIENT. If LOWER TIER SUBRECIPIENT has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to SUBRECIPIENT AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:

- (A) TWO MILLION DOLLARS (\$2,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person;
- (B) TWO MILLION DOLLARS (\$2,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person;
- (C) TWO MILLION DOLLARS (\$2,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage;
- (D) TWO MILLION DOLLARS (\$2,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for products completed; and
- (E) THREE MILLION DOLLARS (\$3,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.

1.3 The liability insurance must include all major divisions of coverage and must cover:

- (A) Independent Contractors’ Protective Liability;
- (B) Products and Completed Operations (maintain same limits as above until three (3) years after the Lower Tier Subaward’s expiration or termination);
- (C) Personal and Advertising Injury (with Employer’s Liability Exclusion deleted);
- (D) Contractual Liability; and
- (E) Broad Form Property Damage.

1.4 LOWER TIER SUBRECIPIENT shall provide SUBRECIPIENT with a “*certificate of insurance*” and an “*additional insured endorsement*”— on forms satisfactory to the City Attorney or City’s Risk and Insurance Services Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”

INSURANCE REQUIREMENTS

ELDERLY NUTRITION PROGRAM LOWER TIER SUBAWARD AGREEMENT

“BUSINESS AUTOMOBILE” LIABILITY INSURANCE

1.1 At its own expense, LOWER TIER SUBRECIPIENT shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— a “Business Automobile” insurance policy on an occurrence basis to fully protect LOWER TIER SUBRECIPIENT and SUBRECIPIENT from claims and suits for bodily injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as additional insureds.

1.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:

- (A) TWO MILLION DOLLARS (\$2,000,000) per occurrence for bodily injury (including accidental death) to any one person; and
- (B) TWO MILLION DOLLARS (\$2,000,000) per occurrence for property damage; or
- (C) TWO MILLION DOLLARS (\$2,000,000) combined single limit (“CSL”).

1.3 The liability insurance must include liability, physical damage, medical payments, and uninsured motorist coverages and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned.

1.4 LOWER TIER SUBRECIPIENT shall provide SUBRECIPIENT with a “*certificate of insurance*” and an “*additional insured endorsement*”— on forms satisfactory to the City Attorney or City’s Risk and Insurance Services Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company or the insured shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”

**INSURANCE REQUIREMENTS
ELDERLY NUTRITION PROGRAM AGREEMENT**

“SEXUAL ABUSE OR MISCONDUCT” LIABILITY INSURANCE

1.1 At its own expense, LOWER TIER SUBRECIPIENT shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— “Sexual Abuse or Misconduct Liability” insurance coverage on an occurrence basis to fully protect LOWER TIER SUBRECIPIENT and SUBRECIPIENT from claims and suits for bodily injury and emotional distress. This insurance may be in a stand-alone policy, separate coverage as part of a multi-line policy, or as an endorsement to a Commercial General Liability policy.

1.2 The insurance must not be written for less than the limits of liability specified below:

- (A) TWO MILLION DOLLARS (\$2,000,000) per occurrence for sexual abuse or molestation to any one person; and
- (B) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit.

1.3 The liability insurance must cover:

- (A) Physical, emotional, psychological injury or harm of a person; and
- (B) Negligent employment, supervision, investigation, reporting or failing to report to proper authorities, or retention of an employee, agent, representative, volunteer, Subcontractor, or person whose actual, alleged, attempted, or threatened behavior, conduct, or verbal or nonverbal communication— whether or not intentional— results in physical, emotional, psychological injury or harm of a person or persons.

1.4 LOWER TIER SUBRECIPIENT shall provide SUBRECIPIENT with a “**certificate of insurance**”— on forms satisfactory to the City Attorney or City’s Risk and Insurance Services Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

INSURANCE REQUIREMENTS

ELDERLY NUTRITION PROGRAM LOWER TIER SUBAWARD AGREEMENT

GENERAL REQUIREMENTS

1.1 In addition to LOWER TIER SUBRECIPIENT's having to fully comply with these Insurance Requirements of SUBRECIPIENT, LOWER TIER SUBRECIPIENT's insurance must fully meet, and must contain provisions entirely consistent with, the insurance requirements of the County of Los Angeles (Paragraphs 8.24.1 through 8.24.15.1; and 8.25.1 through 8.25.8.1, beginning on page 87 of these Insurance Requirements).

At all times, the insurance company issuing the policy must meet all three of these requirements:

- (A) It must be an "admitted" insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance's "List of Approved Surplus Line Insurers" ("LASLI");
- (B) It must be domiciled within, and organized under the laws of, a State of the United States; and
- (C) It must carry a minimum A.M. Best Company Financial Strength Rating of "A:VII," or better.

1.2 LOWER TIER SUBRECIPIENT's Representation and Warranty. For Professional Liability Insurance coverage, and for Privacy and Network Security coverage— as set out in these Insurance Requirements by SUBRECIPIENT, or by County of Los Angeles, or by both— LOWER TIER SUBRECIPIENT, states that the following facts are accurate: LOWER TIER SUBRECIPIENT's Professional Liability Insurance coverage, and Privacy and Network Security coverage, fully comply with SUBRECIPIENT's and County of Los Angeles' insurance requirements.

1.3 If the Lower Tier Subaward requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, LOWER TIER SUBRECIPIENT shall submit to SUBRECIPIENT— with the final Application for Payment— all certificates and additional insured endorsements evidencing the coverages' continuation.

1.4 A deductible or self-insured retention is subject to SUBRECIPIENT's review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

- (A) The amount of the deductible, or self-insured retention, or both;
- (B) Whether a limit of insurance has been lowered by any pending or paid claim; and
- (C) The current limit amount, as lowered by the pending or paid claim.

1.5 Despite any conflicting or contrary provision in LOWER TIER SUBRECIPIENT's insurance policy:

- (A) If LOWER TIER SUBRECIPIENT's insurance company adds SUBRECIPIENT, and its officers, agents, employees, and representatives (collectively, "its representatives") as additional insureds, then for all acts, errors, or omissions of SUBRECIPIENT, or its representatives, or both, that insurer shall:
 - (1) Pay those sums that SUBRECIPIENT, or its representatives, or both, become legally obligated to pay as damages; and

- (2) Defend— and pay the costs of defending— SUBRECIPIENT, or its representatives, or both;
- (B) LOWER TIER SUBRECIPIENT's insurance is primary;
- (C) Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to SUBRECIPIENT, or its representatives, or both, is excess over LOWER TIER SUBRECIPIENT's insurance;
- (D) SUBRECIPIENT's insurance, or self-insurance, or both, will not contribute with LOWER TIER SUBRECIPIENT's insurance policy;
- (E) LOWER TIER SUBRECIPIENT and LOWER TIER SUBRECIPIENT's insurance company waive— and shall not exercise— any right of recovery or subrogation that LOWER TIER SUBRECIPIENT or the insurer may have against SUBRECIPIENT, or its representatives, or both;
- (F) LOWER TIER SUBRECIPIENT's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company's limits of liability;
- (G) LOWER TIER SUBRECIPIENT's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and
- (H) SUBRECIPIENT is not liable for a premium payment or another expense under LOWER TIER SUBRECIPIENT's policy.

1.6 At any time during the duration of this Lower Tier Subaward, SUBRECIPIENT may do any one or more of the following:

- (A) Review this Lower Tier Subaward's insurance coverage requirements; or
- (B) Require that LOWER TIER SUBRECIPIENT:
 - (1) Obtain, pay for, and maintain more or less insurance depending on SUBRECIPIENT's assessment of any one or more of the following factors:
 - (a) SUBRECIPIENT's risk of liability or exposure arising out of, or in any way connected with, the services of LOWER TIER SUBRECIPIENT under this Lower Tier Subaward;
 - (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of LOWER TIER SUBRECIPIENT under this Lower Tier Subaward; or
 - (c) The availability, or affordability, or both, of increased liability insurance coverage;
 - (2) Reduce or eliminate a deductible or self-insured retention as it applies to SUBRECIPIENT; or

- (3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to SUBRECIPIENT for liability, or costs, or both, that SUBRECIPIENT incurs during SUBRECIPIENT's investigation, administration, or defense of a claim or a suit arising out of this Lower Tier Subaward.

1.7 LOWER TIER SUBRECIPIENT shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that SUBRECIPIENT specifies for any coverage that LOWER TIER SUBRECIPIENT must maintain after the Final Payment.

1.8 LOWER TIER SUBRECIPIENT's insurance company or self-insurance administrator shall mail SUBRECIPIENT written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.

1.9 LOWER TIER SUBRECIPIENT shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, LOWER TIER SUBRECIPIENT shall deliver to SUBRECIPIENT evidence of the required coverage as proof that LOWER TIER SUBRECIPIENT's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Lower Tier Subaward, meets all of this Lower Tier Subaward's insurance requirements.

1.10 At any time, upon SUBRECIPIENT's request, LOWER TIER SUBRECIPIENT shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising LOWER TIER SUBRECIPIENT's self-insurance program— all in a form and content acceptable to the City Attorney or City's Risk and Insurance Services Manager.

1.11 If LOWER TIER SUBRECIPIENT hires, employs, or uses a Subcontractor to perform work, services, operations, or activities on LOWER TIER SUBRECIPIENT's behalf, LOWER TIER SUBRECIPIENT shall ensure that the Subcontractor:

- (A) Meets, and fully complies with, this Lower Tier Subaward's insurance requirements;
- (B) Delivers to SUBRECIPIENT— for its review, or approval, or both— all insurance policies, certificates, and endorsements that this Lower Tier Subaward requires; and
- (C) Furnishes SUBRECIPIENT, at any time upon its request, with a complete copy of the Subcontractor's insurance policy or policies for SUBRECIPIENT's review, or approval, or both.

1.12 LOWER TIER SUBRECIPIENT's failure to comply with an insurance provision in this Lower Tier Subaward constitutes a breach upon which SUBRECIPIENT may immediately terminate or suspend LOWER TIER SUBRECIPIENT's performance of this Lower Tier Subaward, or invoke another remedy that this Lower Tier Subaward or the law allows. At its discretion, SUBRECIPIENT may obtain or renew the insurance, and SUBRECIPIENT may pay all or part of the premiums. Upon demand, LOWER TIER SUBRECIPIENT shall repay SUBRECIPIENT for all sums or monies that SUBRECIPIENT paid to obtain, renew, or reinstate the insurance, or SUBRECIPIENT may offset the cost of the premium against any sums or monies that SUBRECIPIENT may owe LOWER TIER SUBRECIPIENT.

INSURANCE REQUIREMENTS

ELDERLY NUTRITION PROGRAM LOWER TIER SUBAWARD AGREEMENT

LOWER TIER SUBRECIPIENT’S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

1.1 LOWER TIER SUBRECIPIENT shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When LOWER TIER SUBRECIPIENT signs and delivers the Lower Tier Subaward to SUBRECIPIENT, LOWER TIER SUBRECIPIENT also shall deliver:

- (A) A “certificate of insurance” for each required liability insurance coverage;
- (B) An additional insured endorsement for Commercial General Liability coverage or Businessowners Liability coverage and Automobile Liability coverage, unless this Lower Tier Subaward does not require LOWER TIER SUBRECIPIENT to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;
- (C) A “certificate of insurance” for Workers’ Compensation insurance; or

If LOWER TIER SUBRECIPIENT is self-insured for workers’ compensation, a copy of the “Certificate of Consent to Self-insure” from the State of California; or

If LOWER TIER SUBRECIPIENT is lawfully exempt from workers’ compensation laws, an “Affirmation of Exemption from Labor Code §3700” form;
- (D) A subrogation endorsement, “Waiver of Our Right to Recover From Others,” for Workers’ Compensation coverage; and
- (E) A complete copy of LOWER TIER SUBRECIPIENT’s Professional Liability insurance policy, including all forms and endorsements attached to it.

1.2 SUBRECIPIENT will neither sign this Lower Tier Subaward nor issue a “Notice to Proceed” until the City Attorney or City’s Risk and Insurance Services Manager has reviewed and approved the insurance documents. SUBRECIPIENT’s decision as to the acceptability of all insurance documents is final. Unless LOWER TIER SUBRECIPIENT obtains SUBRECIPIENT’s written approval, SUBRECIPIENT will not permit or allow a substitution of an insurance policy, or a change in a certificate’s or an endorsement’s form and content, or both.

INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION

- 2.1 This Lower Tier Subaward’s insurance provisions:
- (A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Lower Tier Subaward; and
 - (B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions.

INSURANCE REQUIREMENTS

LOS ANGELES COUNTY

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

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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 | \$2 million |
| Aggregate: | |
| Personal and Advertising Injury: | \$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.