**CITY OF MORENO VALLEY**

**SENIOR EATS PROGRAM**

***Sponsored By***

***California Governor’s Office of Emergency Services***

***and***

***California Department of Aging’s***

***Great Plates Delivered Program Initiative***

**RESTAURANT PARTICIPATION AGREEMENT**

This Restaurant Participation Agreement is (“Agreement”) is made and entered into this \_\_\_\_ day of May, 2020, by and between the City of Moreno Valley, California, a municipal corporation, (“City)” and [INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS: CORPORATION; LIMITED LIABILITY COMPANY; ETC.] (“Restaurant”).

**Background:**

1. The City of Moreno Valley Senior Eats Program was derived to incorporate the “Great Plates Delivered Program Initiative,” sponsored by the California Governor’s Office of Emergency Services and California Department of Aging’s through financial contributions from the Federal Emergency Management Agency’s (FEMA) Public Assistance (PA) program.
2. The purposes of the program, which will be for an eight-week period unless extended, is to help seniors and other adults at high risk from COVID-19 to stay home and stay healthy by receiving two nutritious meals a day through delivery by the Restaurant and provide financial support to locally-owned (non-franchised) restaurants and their employees who have incurred significant financial setbacks and challenges due to the COVID-19 crisis, through no fault of their own.
3. Restaurant will be required to prepare up to two (2) meals per day for each pre-qualified senior and deliver said meals to the qualified senior’s primary place of residence in the City of Moreno Valley.
4. Restaurant will be eligible to receive reimbursements of up to $45 per day for two (2) daily meals, inclusive of delivery, at the following amounts: $17 for lunch and $28 for dinner, per each qualified senior.
5. Restaurant will be required to submit reimbursement requests to the City on a weekly basis.

Terms:

1. Exhibits. The attached Exhibits are intended to provide clarification and more detail related to the terms set forth in the Agreement, and if there is any conflict between the terms set forth below and the terms and conditions of the attached Exhibits, the terms and conditions set forth in the Exhibits shall be used for guidance, at the discretion of the City.
2. Pre-Qualified seniors. Restaurants shall be entitled to reimburse only for those meals provided to seniors, pre-qualified by the City. The City will provide each Restaurant a list of pre-qualified seniors authorized to participate in the program and the street address of all authorized deliveries.
3. Nutritional Value. Each reimbursable meal shall be nutritional and meet the following specifications or as may be modified through State guidance: (a) the meal shall include a piece of fresh fruit or vegetable; (b) the meal shall be low in sodium; (c) any sugary drinks provided with a meal shall have less than 24 calories per 8 oz. serving; and (d) any fruit juice provided with a meal shall be 100 percent fruit juice.
4. Delivery. Restaurant shall be responsible for delivery services, and all delivery drivers, whether the Restaurant’s employee, volunteer, family member or independent Restaurant shall possess a valid driver’s license (not under suspension) and sufficient automobile liability insurance. Restaurant shall provide a self-certified list of delivery drivers to the City along with driver’s self-certification forms.
5. Criminal Backgrounds. Restaurant shall be responsible for ensuring that all delivery persons do not have a background of criminal convictions related to any sex offenses, assault, battery, homicide, fraud, theft or other such crimes that may pose a threat to the health and safety of any qualified seniors participating in the program. Such documentation shall be made available upon request to the City as may be necessary for any Federal or State audit purposes.
6. Reimbursement. Restaurant shall be entitled to reimbursement for only those meals actually delivered and provided that Restaurant submits all the requisite information to the City in the Restaurant’s weekly request for reimbursement.
7. Confidentiality. All information pertaining to any qualified senior shall be held confidential by Restaurant and its officers, agents, employees or volunteers.
8. Termination. The City reserves the right to terminate this Agreement at any time, which shall not terminate the City’s legal obligations to reimburse Restaurant for any outstanding valid reimbursement requests.
9. Assignments Prohibited. Restaurant shall not assign any rights nor delegate any of its duties and obligations under this Agreement without the prior written consent of the City.
10. Non-Liability of City Officers and Employees. No officer or employee of the City shall be personally liable to Restaurant, in the event of any default or breach by the City for any amount which may become due to Restaurant or for any breach of any obligation of the terms of this Agreement.
11. Indemnification. Each party shall defend, indemnify and hold the other, its officers, officials, agents, employees, and volunteers harmless from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect, (including any and all costs and expenses in connection therewith), arising out of the indemnifying party’s performance of this Agreement, and except to the extent arising out of the sole negligence or willful misconduct of the other party, its officers, agents, employees or volunteers.
12. Commercial General Liability Insurance. Restaurant shall maintain at its own expense, during the term of this Agreement, customary commercial general liability insurance for its type of business operations for bodily injury, personal injury, death, loss or damage resulting from the wrongful or negligent acts by Restaurant or its officers, employees, servants, volunteers, agents and independent Restaurants.
13. Commercial Auto Liability Insurance. Restaurant shall maintain at its own expense, during the term of this Agreement, customary commercial vehicle liability insurance in sufficient amounts covering personal injury and property damage, for its type of business operations, covering the use of any vehicle, used for delivery, by Restaurant or its officers, employees, servants, volunteers and agents and independent Restaurants in performing the services required by this Agreement.
14. Workers' Compensation Insurance. Restaurant shall maintain at its own expense, during the term of this Agreement, Workers' Compensation insurance, providing coverage as required by the California State Workers' Compensation Law.
15. Civil Code Section 1542 Waiver.

Restaurant expressly waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements, benefits, overtime, or workers’ compensation. Restaurant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

\_\_\_\_\_\_\_\_\_\_\_

Restaurant’s

Initials

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

 City of Moreno Valley Insert Name of Restaurant

BY: BY:

  TITLE:

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (President or Vice President)

 BY:

DATE:

 TITLE:

 (Corporate Secretary)

 Date

**INTERNAL USE ONLY**

ATTEST:

City Clerk

 *(only needed if Mayor signs)*

APPROVED AS TO LEGAL FORM:

 City Attorney

 Date

RECOMMENDED FOR APPROVAL:

 Department Head

*(if contract exceeds 15,000)*

Date

**EXHIBIT A**

RESTAURANT’S SCOPE OF SERVICES

Restaurant is responsible for the following throughout the term of this Agreement (contingent upon the Federal Emergency Management Agency’s ability to grant extensions and provide funding for the Great Plates Delivered program):

1. Deliver up to two meals to XX of seniors per day, 5 days per week (Monday – Friday)
2. Ensure meals, at a minimum, meet the following requirements:
	1. Lunch / dinner a piece of fresh fruit or vegetable on each dish, and low in sodium, no sugary drinks (<24 calories /8 oz. and of fruit juice, must be only 100 percent fruit juice allowed)
3. Deliver meals between the hours of 11:00 a.m. and 5:30 p.m.
4. Provide a variety of meals throughout the week and duration of program
5. Source local produce/meats (if able)
6. No current participation in any state or federal meal service program
7. Meet cultural needs
8. Prioritize local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion
9. Coordinate and provide delivery of meals to City provided roster of eligible participants
10. Ensure delivery drivers have passed a background check
11. Provide data on meal preparation and delivery every Monday by noon to the City of Moreno Valley (on approved city template)
12. Provide an invoice for payment each Monday by noon for the previous week’s distribution to the City of Moreno Valley
13. Provide a self-certified list of current delivery drivers to City, along with driver self-certification forms.

**EXHIBIT B**

CITY’S RESPONSIBILITIES

City of Moreno Valley is responsible for the following throughout the term of this Agreement (contingent upon the Federal Emergency Management Agency’s ability to grant extensions and provide funding for the Great Plates Delivered program):

1. Select restaurants throughout the City of Moreno Valley that can meet the following requirements:
	1. Lunch / dinner a piece of fresh fruit or vegetable on each dish, and low in sodium, no sugary drinks (<24 calories /8 oz. and of fruit juice, must be only 100 percent fruit juice allowed).
	2. Source local produce/meats (if able)
	3. No participation in a state or federal meal service program
	4. Meet cultural needs
	5. Prioritize local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion
	6. Coordinate and provide delivery of meals
	7. Ensure delivery drivers have passed a background check
	8. Provide data on meal preparation and delivery every Monday to the City of Moreno Valley
	9. Provide an invoice for payment each Monday for the previous week’s distribution to the City of Moreno Valley
2. Perform intake and eligibility of individuals via call center hotline
3. Register participants into registration system
4. Provide roster of eligible participants to Restaurant by the end of business on Friday of each week (until maximum participation is reached)
5. Collect data from Restaurant and submit to the State each Monday
6. Process weekly invoice for payment
7. Conduct follow up contact with each restaurant weekly
8. Marketing and promotion of the Senior Eats program

### EXHIBIT C

TERMS OF PAYMENT

1. The Restaurant's compensation shall not exceed $ .

2. The Restaurant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <http://www.moval.org/do_biz/biz-license.shtml>.

3. The Restaurant will electronically submit an invoice to the City on a weekly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City’s determination of the amount due for any progress payment shall be final. The Restaurant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the Parks & Community Services Department at ericag@moval.org or calls directed to (951) 413-3280.

1. The Restaurant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

<http://www.moval.org/city_hall/forms.shtml#bf>.

1. The minimum information required on all invoices is:
2. Vendor Name, Mailing Address, and Phone Number
3. Invoice Date
4. Vendor Invoice Number
5. City-provided Reference Number (e.g. Project, Activity)
6. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Restaurant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

7. Reimbursement for Expenses. Restaurant shall not be reimbursed for any expenses unless authorized in writing by City.

8. Maintenance and Inspection. Restaurant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Restaurant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Restaurant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.