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CARES ACT GRANT AGREEMENT

35738

THIS CARES ACT GRANT AGREEMENT, ("Agreement") is made and entered into by and between the CITY OF LONG BEACH ("CITY"), a municipal corporation, with its principal place of business at 411 West Ocean Blvd., Long Beach, California 90802, and LONG BEACH NONPROFIT PARTNERSHIP, INC., a nonprofit corporation organized under the laws of the State of California, doing business as THE NONPROFIT PARTNERSHIP ("GRANTEE"), with its principal place of business at 6082 Atlantic Ave., Long Beach, California 90805.

WHEREAS, the City of Long Beach received a Coronavirus Relief Fund (CRF) award of \$40,280,000 from the U.S. Treasury, as appropriated in Section 5001 of the Coronavirus Relief Aid, Relief, and Economic Security Act ("CARES Act"), P.L. 116-136; and

WHEREAS, the purpose of the award to the CITY is to respond to the Coronavirus Disease 2019 (COVID-19) public health emergency; and

WHEREAS, payments from the CRF may only be used to cover costs that: (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the CITY is required by federal law to impose various terms and conditions, including expedited reporting requirements, on the GRANTEE; and

WHEREAS, an urgency exists with most Long Beach early child care and education providers, many of which are independent contractors, as they do not have the funds to retrofit their spaces for COVID-19 guidelines, thereby creating a shortage of child care providers; and

WHEREAS, CARES Act funding will assist early child care and education

1 providers with retrofitting and provide more child care options for essential workers across  
2 the City of Long Beach; and

3 WHEREAS, the CITY has selected GRANTEE in accordance with CITY's  
4 procedures for noncompetitive procurements during emergencies and CITY has  
5 determined that there is an urgent need to award grants to early child care and education  
6 providers in Long Beach to assist the needs of essential workers in alignment with the  
7 CARES Act; and

8 WHEREAS, these terms and conditions, including exhibits, and the terms  
9 and conditions of the GRANTEE's application, and any amendments thereto as may be  
10 approved by the CITY, are incorporated herein by reference; and

11 NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
12 conditions in this Agreement, the CITY and the GRANTEE agree as follows:

13 1. PROJECT. The CITY agrees to provide funding to the GRANTEE to  
14 support populations disproportionately impacted by COVID-19 by partnering with the  
15 priority population to: provide financial support to child care providers to follow State and  
16 City COVID-19 regulations that require maintaining staff hours and additional supplies to  
17 ensure safety and social distancing; partner with organizations to increase access to child  
18 care resources to families across Long Beach so parents can return to work during the  
19 COVID-19 pandemic; and ensure the early care and education providers have the  
20 resources needed to provide safe care, to prevent the spread of COVID-1 ("Project"). The  
21 Project description and scope of work is attached to this Agreement as Exhibit "A" and  
22 incorporated herein by reference.

23 2. GRANT FUNDS. The GRANTEE hereby acknowledges and agrees  
24 that the CITY's total contribution for the GRANTEE's approved project shall not exceed  
25 One Hundred Sixty Two Thousand Seven Hundred Fifty Dollars (\$162,750). It is expressly  
26 understood and agreed that in no event will the CITY's total contribution exceed this  
27 amount.

28 3. METHOD OF PAYMENT. The CITY shall make available to the

1 GRANTEE upon or after the effective date of this Agreement a total amount of One  
2 Hundred Sixty Two Thousand Seven Hundred Fifty Dollars (\$162,750).

3 4. PERFORMANCE PERIOD; FUND APPLICATION. Funding has been  
4 authorized for eligible expenditures related to the Project incurred between March 1, 2020  
5 and December 30, 2020. The performance period for this grant is March 1, 2020 to  
6 December 30, 2020. All expenditures must be incurred, and all services must be provided  
7 within the performance period. CITY will not be obligated to reimburse expenses incurred  
8 after the performance period, and GRANTEE will be obligated to repay CITY for any funds  
9 received but not expended within the performance period. All funds not expected to be  
10 expended by December 30, 2020 shall be returned to the CITY by December 10, 2020,  
11 unless otherwise negotiated in writing in advance between the parties. Funding shall be  
12 expended for authorized eligible expenditures in accordance with the Project budget,  
13 delineated in the Project submittal attached hereto and incorporated by reference within  
14 Exhibit "A". When required to do so in writing, the GRANTEE shall repay the CITY for any  
15 amounts disbursed that the CITY determines were not used for authorized purposes, or  
16 were used in violation of Federal, State, or City statutes, regulations or guidelines. The  
17 CITY may also withhold such amounts from any allowable reimbursement request of the  
18 GRANTEE.

19 5. COORDINATION AND ORGANIZATION.

20 A. GRANTEE shall coordinate its performance with CITY's  
21 representative, if any, named in Exhibit "B", attached to this Agreement and  
22 incorporated by this reference. GRANTEE shall advise and inform CITY's  
23 representative of the work in progress on the Project in sufficient detail so as to  
24 assist CITY's representative in making presentations and in holding meetings on the  
25 Project.

26 B. The parties acknowledge that a substantial inducement to CITY  
27 for entering this Agreement was and is the reputation and skill of GRANTEE's key  
28 employee, named in Exhibit "C" attached to this Agreement and incorporated by this

1 reference. CITY shall have the right to approve any person proposed by GRANTEE  
2 to replace that key employee.

3 6. COMPLIANCE. This Agreement is funded by a Coronavirus Relief  
4 Funds (CRF) Federal Subaward obtained by the CITY. GRANTEE shall comply with any  
5 and all applicable State, City and Federal statutes, regulations, codes, directives and  
6 guidelines related to the performance of this Agreement, including any statutory law related  
7 to contracting with the State of California.

8 7. AUDIT AND RECORD REQUIREMENTS. The GRANTEE shall follow  
9 all generally accepted accounting procedures and practices and shall maintain books,  
10 records, documents, and other evidence which sufficiently and properly account for the  
11 expenditure of funds. The books, records and documents shall be subject at all reasonable  
12 times to inspection, reviews, or audits by the CITY in order that the Project, management,  
13 and fiscal policies of the GRANTEE may be evaluated to assure the proper and effective  
14 expenditure of public funds. Additionally:

15 A. Cooperation with Monitoring, Audits, and Records  
16 Requirements. All records and expenditures are subject to, and GRANTEE agrees  
17 to comply with, monitoring and/or audits conducted by the United States Department  
18 of Treasury's Inspector General, the Office of the Auditor of the State of California,  
19 and the City Department of Finance. The GRANTEE shall maintain under Generally  
20 Accepted Accounting Principles (GAAP) or Government Accounting Standards  
21 Board (GASB) principles, adequate records that ensure proper accounting for all  
22 costs and performances related to this Agreement.

23 B. Single Audit Requirements. Any Grantee expending \$750,000  
24 or more in federal funds in a fiscal year may be subject to Single Audit Requirements  
25 in 2 CFR, Part 200, Subpart F – Audit Requirements, at [https://www.ecfr.gov/cgi-](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)  
26 [bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

27 C. Requirement to Address Audit Findings. If any audit,  
28 monitoring, investigations, review of awards, or other compliance review reveals any

1 discrepancies, inadequacies, or deficiencies which are necessary to correct in order  
2 to maintain compliance with this Agreement, applicable laws, regulations, or the  
3 GRANTEE's obligations hereunder, the GRANTEE agrees to propose and submit  
4 to CITY a corrective action plan to correct such discrepancies or inadequacies within  
5 twenty-five (25) calendar days after the GRANTEE's receipt of the findings.

6 D. The GRANTEE shall maintain appropriate audit trails to provide  
7 accountability for all expenditures of grant funds, reporting measures, and funds  
8 received from CITY under this Agreement. Audit trails maintained by the GRANTEE  
9 will, at a minimum, identify the supporting deficiencies. If no corrective action is  
10 taken, the CITY may take such action authorized by this Agreement and/or by law,  
11 including termination.

12 8. TERMINATION. The CITY may, in its sole discretion, terminate this  
13 Agreement for convenience or otherwise, without recourse, liability or penalty against  
14 CITY, upon written notice to GRANTEE. Additionally:

15 A. In the event GRANTEE fails to perform or comply with an  
16 obligation or a term, condition or provision of this Agreement, the CITY may notify  
17 the GRANTEE in writing of the delay or nonperformance, and if not cured in five (5)  
18 working days, the CITY may terminate this Agreement in its entirety, or any part  
19 thereof, or the CITY may, upon written notice to GRANTEE, terminate this  
20 Agreement for cause, without further notice or opportunity to cure. Such notification  
21 will state the effective date of termination, and if no effective date is specified, the  
22 effective date will be the date of the notification.

23 B. CITY and GRANTEE may mutually agree to terminate this  
24 Agreement. CITY in its sole discretion will determine if, as part of the agreed  
25 termination, GRANTEE is required to return any or all the disbursed grant funds.

26 C. Termination is not an exclusive remedy but will be in addition  
27 to any other rights and remedies provided in equity, by law, or under this Agreement,  
28 including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 –200.342.

1 Following termination by CITY, GRANTEE shall continue to be obligated to CITY for  
2 the return of grant funds in accordance with applicable provisions of this Agreement.  
3 In the event of termination under this section, CITY's obligation to reimburse  
4 GRANTEE is limited to allowable costs incurred and paid by the GRANTEE prior to  
5 the effective date of termination, and any allowable costs determined by CITY in its  
6 sole discretion to be reasonable and necessary to cost-effectively wind up the  
7 Agreement. Termination of this Agreement for any reason or expiration of this  
8 Agreement shall not release the parties from any liability or obligation set forth in  
9 this Agreement that is expressly stated to survive any such termination or expiration.

10 D. Notwithstanding any expiration or termination of this  
11 Agreement, the rights and obligations pertaining to the grant, cooperation and  
12 provision of additional information, return of grant funds, audit rights, records  
13 retention, public information, and any other provision implying survivability shall  
14 remain in effect after the expiration or termination of this Agreement.

15 9. RECAPTURE OF FUNDS. The discretionary right of CITY to  
16 terminate this Agreement for convenience notwithstanding, CITY shall have the right to  
17 terminate the Agreement and to recapture, and be reimbursed for any payments made by  
18 CITY: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are  
19 otherwise inconsistent with this Agreement, including any unapproved expenditures. In  
20 addition, if the State of California determines for any reason that CITY must repay  
21 Coronavirus Relief Funds provided to GRANTEE, GRANTEE shall reimburse the CITY for  
22 the repayment.

23 10. AUTHORITY TO WITHHOLD MONEY DUE OR PAYABLE. The CITY  
24 may withhold such amounts due or to become payable under this Agreement to the  
25 GRANTEE as may be necessary to protect the CITY against liability or to satisfy the  
26 obligations of the GRANTEE to the CITY.

27 11. REPRESENTATIONS BY GRANTEE. By acceptance of this  
28 Agreement, the GRANTEE makes all the statements, representations, warranties,

1 guarantees, certifications and affirmations included in this Agreement. If applicable, the  
2 GRANTEE will comply with the requirements of 31 USC § 3729, which set forth that no  
3 Grantee of federal payments shall submit a false claim for payment. If any of the  
4 statements, representations, certifications, affirmations, warranties, or guarantees are  
5 false or if the GRANTEE signs or executes the Agreement with a false statement or it is  
6 subsequently determined that the GRANTEE has violated any of the statements,  
7 representations, warranties, guarantees, certifications or affirmations included in this  
8 Agreement, then CITY may consider this act a possible default under this Agreement and  
9 may terminate or void this Agreement for cause and pursue other remedies available to  
10 CITY under this Agreement and applicable law. False statements or claims made in  
11 connection with CITY grants may result in fines, imprisonment, and debarment from  
12 participating in City, state or federal grants or contracts, and/or other remedy available by  
13 law, potentially including the provisions of 38 USC §§ 3801-3812, which details the  
14 administrative remedies for false claims and statements made.

15 12. CONFLICT OF INTEREST SAFEGUARDS. The GRANTEE will  
16 establish safeguards to prohibit its employees from using their positions for a purpose that  
17 constitutes or presents the appearance of personal or organizational conflict of interest or  
18 personal gain, whether for themselves or others, particularly those with whom they have  
19 family, business, or other ties. The GRANTEE will operate with complete independence  
20 and objectivity without actual, potential, or apparent conflict of interest with respect to its  
21 performance under this Agreement.

22 13. FRAUD, WASTE, AND ABUSE. The GRANTEE understands that  
23 CITY does not tolerate any type of fraud, waste, or misuse of funds. CITY's policy is to  
24 promote consistent, legal, and ethical organizational behavior, by assigning responsibilities  
25 and providing guidelines to enforce controls. Any violations of law or standards of ethical  
26 conduct will be investigated, and appropriate actions will be taken. The GRANTEE  
27 understands and agrees that misuse of award funds may result in a range of penalties,  
28 including suspension of current and future funds, suspension or debarment from federal,

1 state, and City grants, recouplement of monies provided under an award, and civil and/or  
2 criminal penalties.

3 14. CERTIFICATION REGARDING LOBBYING. By entering into this  
4 Agreement, GRANTEE is certifying:

5 A. No Federal appropriated funds have been paid or will be paid,  
6 by or on behalf of the GRANTEE, to any person for influencing or attempting to  
7 influence an officer or employee of an agency, a Member of Congress, an officer or  
8 employee of Congress, or an employee of a Member of Congress in connection with  
9 the awarding of any Federal contract, the making of any Federal grant, the making  
10 of any Federal loan, the entering into of any cooperative agreement, and the  
11 extension, continuation, renewal, amendment, or modification of any Federal  
12 contract, grant, loan, or cooperative agreement.

13 B. If any funds other than Federal appropriated funds have been  
14 paid or will be paid to any person for influencing or attempting to influence any officer  
15 or employee of any agency, a Member of Congress, an officer or employee of  
16 Congress, or an employee of a Member of Congress in connection with this Federal  
17 contract, grant, loan or cooperative agreement, the undersigned shall complete and  
18 submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance  
19 with its instructions.

20 C. The GRANTEE shall require that the language of this  
21 certification be included in the award documents for all subawards at all tiers  
22 (including subcontracts, subgrants, and contracts under grants, loans, and  
23 cooperative agreements) and that all subrecipients shall certify and disclose  
24 accordingly.

25 D. This certification is a material representation of fact upon which  
26 reliance was placed when this transaction was made or entered into. Submission of  
27 this certification is a prerequisite for making or entering into this transaction imposed  
28 by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any



1 person who fails to file the required certification shall be subject to a civil penalty of  
2 not less than \$10,000 and not more than \$100,000 for each such failure. The  
3 GRANTEE certifies or affirms the truthfulness and accuracy of each statement of its  
4 certification and disclosure, if any. In addition, GRANTEE understands and agrees  
5 that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to this certification and  
6 disclosure, if any.

7 15. SEVERABILITY. If any provisions of this Agreement are rendered or  
8 declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be  
9 modified or deleted in such manner so as to afford the party for whose benefit it was  
10 intended the fullest benefit commensurate with making this Agreement, as modified,  
11 enforceable, and the remainder of this Agreement and the application of such provision to  
12 other persons or circumstances shall not be affected thereby, but shall be enforced to the  
13 greatest extent permitted by applicable law.

14 16. AMBIGUITIES. To the extent the terms and conditions of this  
15 Agreement do not address a particular circumstance or are otherwise unclear or  
16 ambiguous, such terms and conditions are to be construed consistent with the general  
17 objectives, expectations and purposes of this Agreement and in all cases, according to its  
18 fair meaning. The parties acknowledge that each party and its counsel have reviewed this  
19 Agreement and that any rule of construction to the effect that any ambiguities are to be  
20 resolved against the drafting party shall not be employed in the interpretation of this  
21 Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed  
22 in such a manner as to accomplish the purpose of the Agreement.

23 17. CLEAN AIR ACT. The following is only applicable if the amount of the  
24 contract exceeds \$150,000: (1) GRANTEE agrees to comply with all applicable standards,  
25 orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401  
26 et seq.; (2) GRANTEE agrees to report each violation to ATG and understands and agrees  
27 that the ATG will, in turn, report each violation as required to assure notification to the  
28 Federal Emergency Management Agency, and the appropriate Environmental Protection

1 Agency Regional Office; and (3) GRANTEE agrees to include these requirements in each  
2 subcontract exceeding \$150,000 financed in whole or in part with federal assistance  
3 provided by this Agreement.

4 18. CONTRACT PROVISIONS UNDER FEDERAL AWARDS. All  
5 contracts made by a GRANTEE under a federal award must contain the provisions outlined  
6 in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit  
7 Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-  
8 Federal Entity Contracts Under Federal Awards.

9 19. INSURANCE.

10 A. As a condition precedent to the effectiveness of this  
11 Agreement, GRANTEE shall procure and maintain, at GRANTEE's expense for the  
12 duration of this Agreement, from insurance companies that are admitted to write  
13 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
14 Company or from authorized non-admitted insurance companies subject to Section  
15 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
16 by A.M. Best Company, the following insurance:

17 (a) Commercial general liability insurance (equivalent in scope to  
18 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
19 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
20 coverage shall include but not be limited to broad form contractual liability,  
21 cross liability, independent contractors liability, and products and completed  
22 operations liability. CITY, its boards and commissions, and their officials,  
23 employees and agents shall be named as additional insureds by  
24 endorsement (on CITY's endorsement form or on an endorsement  
25 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and  
26 this insurance shall contain no special limitations on the scope of protection  
27 given to CITY, its boards and commissions, and their officials, employees  
28 and agents. This policy shall be endorsed to state that the insurer waives

1 its right of subrogation against CITY, its boards and commissions, and their  
2 officials, employees and agents.

3 (b) Workers' Compensation insurance as required by the California  
4 Labor Code and employer's liability insurance in an amount not less than  
5 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
6 its right of subrogation against CITY, its boards and commissions, and their  
7 officials, employees and agents.

8 (c) Professional liability or errors and omissions insurance in an  
9 amount not less than \$1,000,000 per claim.

10 (d) Commercial automobile liability insurance (equivalent in scope  
11 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an  
12 amount not less than \$500,000 combined single limit per accident.

13 B. Any self-insurance program, self-insured retention, or  
14 deductible must be separately approved in writing by CITY's Risk Manager or  
15 designee and shall protect CITY, its officials, employees and agents in the same  
16 manner and to the same extent as they would have been protected had the policy  
17 or policies not contained retention or deductible provisions.

18 C. Each insurance policy shall be endorsed to state that coverage  
19 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
20 written notice to CITY, shall be primary and not contributing to any other insurance  
21 or self-insurance maintained by CITY, and shall be endorsed to state that coverage  
22 maintained by CITY shall be excess to and shall not contribute to insurance or self-  
23 insurance maintained by GRANTEE. GRANTEE shall notify CITY in writing within  
24 five (5) days after any insurance has been voided by the insurer or cancelled by the  
25 insured.

26 D. If this coverage is written on a "claims made" basis, it must  
27 provide for an extended reporting period of not less than one hundred eighty (180)  
28 days, commencing on the date this Agreement expires or is terminated, unless

1 GRANTEE guarantees that GRANTEE will provide to CITY evidence of  
2 uninterrupted, continuing coverage for a period of not less than three (3) years,  
3 commencing on the date this Agreement expires or is terminated.

4 E. GRANTEE shall require that all sub-grantees used by  
5 GRANTEE in the performance of these services maintain insurance in compliance  
6 with this Section unless otherwise agreed in writing by CITY's Risk Manager or  
7 designee.

8 F. Prior to the start of performance, GRANTEE shall deliver to  
9 CITY certificates of insurance and the endorsements for approval as to sufficiency  
10 and form. In addition, GRANTEE shall, within thirty (30) days prior to expiration of  
11 the insurance, furnish to CITY certificates of insurance and endorsements  
12 evidencing renewal of the insurance. CITY reserves the right to require complete  
13 certified copies of all policies of GRANTEE and sub-grantees, at any time.  
14 GRANTEE shall make available to CITY 's Risk Manager or designee all books,  
15 records and other information relating to this insurance, during normal business  
16 hours.

17 G. Any modification or waiver of these insurance requirements  
18 shall only be made with the approval of CITY's Risk Manager or designee. Not more  
19 frequently than once a year, CITY's Risk Manager or designee may require that  
20 GRANTEE, sub-grantees change the amount, scope or types of coverages required  
21 in this Section if, in his or her sole opinion, the amount, scope or types of coverages  
22 are not adequate.

23 H. The procuring or existence of insurance shall not be construed  
24 or deemed as a limitation on liability relating to GRANTEE's performance or as full  
25 performance of or compliance with the indemnification provisions of this Agreement.

26 20. INDEMNITY.

27 A. GRANTEE shall indemnify, protect and hold harmless CITY, its  
28 Boards, Commissions, and their officials, employees and agents ("Indemnified

1 Parties”), from and against any and all liability, claims, demands, damage, loss,  
2 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
3 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or  
4 in connection with (1) GRANTEE’s breach or failure to comply with any of its  
5 obligations contained in this Agreement, including any obligations arising from the  
6 Project’s compliance with or failure to comply with applicable laws, including all  
7 applicable federal and state labor requirements including, without limitation, the  
8 requirements of California Labor Code section 1770 et seq. or (2) negligent or willful  
9 acts, errors, omissions or misrepresentations committed by GRANTEE, its officers,  
10 employees, agents, sub-grantees, or anyone under GRANTEE’s control, in the  
11 performance of work or services under this Agreement (collectively “Claims” or  
12 individually “Claim”).

13 B. In addition to GRANTEE’s duty to indemnify, GRANTEE shall  
14 have a separate and wholly independent duty to defend Indemnified Parties at  
15 GRANTEE’s expense by legal counsel approved by CITY, from and against all  
16 Claims, and shall continue this defense until the Claims are resolved, whether by  
17 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
18 breach, or the like on the part of GRANTEE shall be required for the duty to defend  
19 to arise. CITY shall notify GRANTEE of any Claim, shall tender the defense of the  
20 Claim to GRANTEE, and shall assist GRANTEE, as may be reasonably requested,  
21 in the defense.

22 C. If a court of competent jurisdiction determines that a Claim was  
23 caused by the sole negligence or willful misconduct of Indemnified Parties,  
24 GRANTEE’s costs of defense and indemnity shall be (1) reimbursed in full if the  
25 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
26 percentage of willful misconduct attributed by the court to the Indemnified Parties.

27 D. The provisions of this Section shall survive the expiration or  
28 termination of this Agreement.

1           21.   LAWS AND REGULATIONS. The GRANTEE shall be responsible for  
2 being fully informed of all City, state and federal laws, ordinances, codes, rules and  
3 regulations, which in any manner may affect this Agreement and the performance thereof.

4           22.   REMEDIES NOT EXCLUSIVE. The express provision herein of  
5 certain measures that may be exercised by the CITY for its protection shall not be  
6 construed to preclude the CITY from exercising any other or further legal or equitable right  
7 to protect its interests.

8           23.   JURISDICTION/VENUE. This Agreement shall be construed in  
9 accordance with the laws of the State of California, and the venue for any legal actions  
10 brought by any party with respect to this Agreement shall be the County of Los Angeles,  
11 State of California for state actions and the Central District of California for any federal  
12 actions. GRANTEE shall cause all work performed in connection with construction of the  
13 Project to be performed in compliance with (1) all applicable laws, ordinances, rules and  
14 regulations of federal, state, county or municipal governments or agencies (including,  
15 without limitation, all applicable federal and state labor standards, including the prevailing  
16 wage provisions of sections 1770 et seq. of the California Labor Code); and (2) all  
17 directions, rules and regulations of any fire marshal, health officer, building inspector, or  
18 other officer of every governmental agency now having or hereafter acquiring jurisdiction.

19           24.   GRANTEE'S FAILURE TO COMPLY WITH ALL REQUIREMENTS  
20 AND CONTRACTUAL OBLIGATIONS. The GRANTEE's failure to comply with any and all  
21 of the conditions of this Agreement, referenced herein and made a part hereof, may result  
22 in the denial or rejection of future funding to the GRANTEE from the CITY.

23           25.   ASSIGNMENT. The GRANTEE may not assign rights or duties under  
24 an award, or subcontract delivery of services, without the prior written consent of the CITY.  
25 Such consent shall not relieve the GRANTEE of liability in the event of default by its  
26 assignee.

27           26.   CONSTRUCTION OF CONTRACT. The masculine shall be deemed  
28 to embrace and include the feminine and the singular shall be deemed to embrace and

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4511

1 include the plural whenever required in the context of this Agreement.

2           27. NON-DEBARMENT REQUIREMENTS. The GRANTEE certifies, and,  
3 if the CITY, State of California or the United States Federal government requires shall  
4 further certify that neither they nor their principals are presently debarred, suspended,  
5 proposed for debarment, declared ineligible, or voluntarily excluded by the State of  
6 California or the United States Federal government at the time of submitting a proposal,  
7 and hereby certifies and will further certify that the GRANTEE shall immediately notify the  
8 CITY should their debarment status change anytime during the performance period.

9           28. TAX IMPLICATIONS AND CONSEQUENCES. The CITY makes no  
10 representations as to the tax consequences associated with the disbursement of CRF  
11 funds related to this agreement, and any determination related to this issue is the sole  
12 responsibility of the GRANTEE. GRANTEE acknowledges consulting with its own tax  
13 advisors or tax attorneys regarding this transaction or having had an opportunity to do so  
14 prior to signing this agreement. GRANTEE acknowledges the CITY cannot provide advice  
15 regarding the tax consequences or implications of the CRF funds disbursed to GRANTEE  
16 under the terms of this agreement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

LONG BEACH NONPROFIT PARTNERSHIP, INC., a nonprofit corporation organized under the laws of the State of California, doing business as THE NONPROFIT PARTNERSHIP

December 2, 2020  
  
\_\_\_\_\_, 2020

By Michelle Byerly  
Name Michelle Byerly  
Title Executive Director

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"GRANTEE"

CITY OF LONG BEACH, a municipal corporation

December 16, 2020

By Sandra J. Jabum

~~CITY MANAGER~~  
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

This Agreement is approved as to form on December 17, 2020.

CHARLES PARKIN, City Attorney  
By [Signature]  
Deputy  
for Gary Anderson

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4511



# EXHIBIT "A"

EXHIBIT "A"

**Scope of Work Agreement**

**Early Childhood Programs**

November 20, 2020 – December 30, 2020

This scope of work is between The Nonprofit Partnership (Contractor) and the City of Long Beach (City).

**I. Overview of Service Responsibilities**

The overarching objective in this Scope of Work (Scope) is to ensure that early child care and education providers have the supports and resources needed to maintain safe, high quality child care per the State, County and City COVID-19 guidelines.

Services under this Scope must specifically serve licensed child care providers in Long Beach who are open or able to open within 30 days of receiving the grants. The grant period for eligible expenditures will close on December 30, 2020 as outlined in the CARES Act.

The Nonprofit Partnership agrees to implement all activities in this Scope. To support populations disproportionately impacted by COVID-19, Contractor will partner with the priority population to:

- Provide financial support to child care providers to follow State and City COVID-19 regulations that require maintaining staff hours and additional supplies to ensure safety and social distancing.
- Partner with organizations to increase access to child care resources to families across Long Beach so parents can return to work during the COVID-19 pandemic.
- Ensure the early care and education providers have the resources needed to provide safe care, to prevent the spread of COVID-19.

**II. Services to be Performed**

Program Area	Implementation	Deliverables and Timeline
Issue Grants to Child Care providers	<ul style="list-style-type: none"> <li>• Work with the Early Childhood Program Manager to create a selection process.</li> <li>• Create application tool for applicants to apply.</li> <li>• Review, select and notify applicants of award status.</li> <li>• Issue grants</li> </ul>	<ul style="list-style-type: none"> <li>• Track the number of grants awarded by eligibility criteria, name of providers, number of licensed childcare spots, zip code of provider, open/close status, and race/ethnic data of children (if available).</li> <li>• Track the number of grants awarded by eligibility criteria, name of providers, number of licensed childcare spots, zip code of provider, open/close status, and race/ethnic data of children (if available).</li> </ul>

	<ul style="list-style-type: none"> <li>○ Minimum of 30 grants to small business</li> <li>○ Minimum of 10 grants to medium sized businesses</li> <li>○ Minimum of 10 grants to large businesses</li> </ul>	<ul style="list-style-type: none"> <li>● Provide a monthly report to the City's Early Childhood Program Manager, to include:             <ul style="list-style-type: none"> <li>○ Number of awards,</li> <li>○ Zip code of programs,</li> <li>○ Total funding spent,</li> </ul> </li> <li>● Total number of programs who have completed their spending on a monthly basis or until all grants have been expended, if sooner.</li> <li>● Provide a final report that will include:             <ul style="list-style-type: none"> <li><input type="checkbox"/> Confirmation the funds were spent on allowable items.</li> <li><input type="checkbox"/> Confirmation that the provider was open at time of the award or 30 days after award; provider will state the date they re-opened, demographic information about the business owner.</li> </ul> </li> </ul>
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**III. City Responsibilities**

City staff will work with the Contractor to develop the application. The City Staff will provide templates for the monthly and final report. The City will appoint an employee to liaise between Contractor and the City of Long Beach to administer the grant. The City will provide \$162,750 in funding for the delivery of services.

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

Contractor shall track program metrics internally on a weekly basis and provide monthly program metric updates to the City. Contractor is also required to submit monthly financial expenditures and invoices to the City. At contract closeout, Contractor shall submit the metrics met to date, a brief narrative of program impact, and funds expended to date. The awarded organizations will be receiving support and communication with City staff throughout the process so that problems can be solved early. Any funds that may not be expended may be redirected to other non-profit(s) if metrics are not being met or funds are not being expended according to the plan.

The City will track fund expenditures to ensure subcontractors expend funds according to proposed budgetary timelines. In the case that a subcontractor is not efficiently spending down their grant, this tracking process allows for the reallocation of funds to another subcontractor when necessary. Services conducted after December 30, 2020 shall not be reimbursed under this agreement. Invoices shall include a maximum of 5% for administrative expenses.

Contractor will report on the metrics below:

**Early Child Care Provider Grants**

Metric	Schedule
Number of providers receiving an award, by the size of organization (small, med, large),	Monthly
Number of providers receiving an award based on the type of business (center-based or home-based)	Monthly
The number of children and families served	Monthly
The number of years in business	Month
Anecdotal stories of how funding allowed the provider to maintain or expand quality of services for children in their care	Close-out Report
Information on program impact from recipients of services for final report	Close-out Report

**V. Budget**

**Budget: \$162,750**

Size of Organization	Number of Children Served	Individual Award Amount	Number of grantees	Subtotals
Small	1-30	\$500 - \$700	Min of 30	\$25,000 - \$50,000
Medium	31-100	\$2,000 - \$5,000	Min of 10	\$30,000 - \$60,000
Large	101+	\$5,000 - \$10,000	Min of 10	\$100,000 - \$150,000
Subtotal of Grants				\$155,000
Administrative Costs (5%)				\$7,750
<b>TOTAL</b>				<b>\$162,750</b>

# EXHIBIT “B”

City’s Representative:

Alejandra Albarran-Moses

# EXHIBIT “C”

Grantee’s Key Employee:

Michelle Byerly