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CARES ACT GRANT AGREEMENT
35741

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 KHMER GIRLS IN ACTION, a nonprofit corporation organized under the laws of the State of California (“GRANTEE”), with its principal place of business at 1085 Redondo Ave., Long Beach, California 90804.

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, the CITY has selected GRANTEE in accordance with CITY’s administrative procedures using Request for Proposals Number RFP HE20-087 (“RFP”), incorporated by this reference as if fully set forth herein, and CITY has determined that GRANTEE and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, these terms and conditions, including exhibits, the terms of the

1 RFP, if applicable, and the terms and conditions of the GRANTEE's application, and any
2 amendments thereto as may be approved by the CITY, are incorporated herein by
3 reference; and

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

6 1. PROJECT. The CITY agrees to provide funding to the GRANTEE to
7 support populations disproportionately impacted by COVID-19 by conducting outreach,
8 engagement, education and providing connection to COVID-19 testing and providing
9 health education about COVID-19 prevention ("Project"). The Project description and
10 scope of work is attached to this Agreement as Exhibit "A" and incorporated herein by
11 reference.

12 2. GRANT FUNDS. The GRANTEE hereby acknowledges and agrees
13 that the CITY's total contribution for the GRANTEE's approved project shall not exceed
14 Fifty Thousand Dollars (\$50,000). It is expressly understood and agreed that in no event
15 will the CITY's total contribution exceed this amount.

16 3. METHOD OF PAYMENT. The CITY shall make available to the
17 GRANTEE upon or after the effective date of this Agreement a total amount of Fifty
18 Thousand Dollars (\$50,000).

19 4. PERFORMANCE PERIOD; FUND APPLICATION. Funding has been
20 authorized for eligible expenditures related to the Project incurred between March 1, 2020
21 and December 30, 2020. The performance period for this grant is March 1, 2020 to
22 December 30, 2020. All expenditures must be incurred, and all services must be provided
23 within the performance period. CITY will not be obligated to reimburse expenses incurred
24 after the performance period, and GRANTEE will be obligated to repay CITY for any funds
25 received but not expended within the performance period. All funds not expected to be
26 expended by December 30, 2020 shall be returned to the CITY by December 10, 2020,
27 unless otherwise negotiated in writing in advance between the parties. Funding shall be
28 expended for authorized eligible expenditures in accordance with the Project budget,

1 delineated in the Project submittal attached hereto and incorporated by reference as
2 Exhibit "B". When required to do so in writing, the GRANTEE shall repay the CITY for any
3 amounts disbursed that the CITY determines were not used for authorized purposes, or
4 were used in violation of Federal, State, or City statutes, regulations or guidelines. The
5 CITY may also withhold such amounts from any allowable reimbursement request of the
6 GRANTEE.

7 5. COORDINATION AND ORGANIZATION.

8 A. GRANTEE shall coordinate its performance with CITY's
9 representative, if any, named in Exhibit "C", attached to this Agreement and
10 incorporated by this reference. GRANTEE shall advise and inform CITY's
11 representative of the work in progress on the Project in sufficient detail so as to
12 assist CITY's representative in making presentations and in holding meetings on the
13 Project.

14 B. The parties acknowledge that a substantial inducement to CITY
15 for entering this Agreement was and is the reputation and skill of GRANTEE's key
16 employee, named in Exhibit "D" attached to this Agreement and incorporated by this
17 reference. CITY shall have the right to approve any person proposed by GRANTEE
18 to replace that key employee.

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

24 7. AUDIT AND RECORD REQUIREMENTS. The GRANTEE shall follow
25 all generally accepted accounting procedures and practices and shall maintain books,
26 records, documents, and other evidence which sufficiently and properly account for the
27 expenditure of funds. The books, records and documents shall be subject at all reasonable
28 times to inspection, reviews, or audits by the CITY in order that the Project, management,

1 and fiscal policies of the GRANTEE may be evaluated to assure the proper and effective
2 expenditure of public funds. Additionally:

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

11 B. Single Audit Requirements. Any Grantee expending \$750,000
12 or more in federal funds in a fiscal year may be subject to Single Audit Requirements
13 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)
14 [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)

15 C. Requirement to Address Audit Findings. If any audit,
16 monitoring, investigations, review of awards, or other compliance review reveals any
17 discrepancies, inadequacies, or deficiencies which are necessary to correct in order
18 to maintain compliance with this Agreement, applicable laws, regulations, or the
19 GRANTEE's obligations hereunder, the GRANTEE agrees to propose and submit
20 to CITY a corrective action plan to correct such discrepancies or inadequacies within
21 twenty-five (25) calendar days after the GRANTEE's receipt of the findings.

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

28 8. TERMINATION. The CITY may, in its sole discretion, terminate this

1 Agreement for convenience or otherwise, without recourse, liability or penalty against
2 CITY, upon written notice to GRANTEE. Additionally:

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

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

14 C. Termination is not an exclusive remedy but will be in addition
15 to any other rights and remedies provided in equity, by law, or under this Agreement,
16 including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 –200.342.
17 Following termination by CITY, GRANTEE shall continue to be obligated to CITY for
18 the return of grant funds in accordance with applicable provisions of this Agreement.
19 In the event of termination under this section, CITY's obligation to reimburse
20 GRANTEE is limited to allowable costs incurred and paid by the GRANTEE prior to
21 the effective date of termination, and any allowable costs determined by CITY in its
22 sole discretion to be reasonable and necessary to cost-effectively wind up the
23 Agreement. Termination of this Agreement for any reason or expiration of this
24 Agreement shall not release the parties from any liability or obligation set forth in
25 this Agreement that is expressly stated to survive any such termination or expiration.

26 D. Notwithstanding any expiration or termination of this
27 Agreement, the rights and obligations pertaining to the grant, cooperation and
28 provision of additional information, return of grant funds, audit rights, records

1 retention, public information, and any other provision implying survivability shall
2 remain in effect after the expiration or termination of this Agreement.

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

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

15 11. REPRESENTATIONS BY GRANTEE. By acceptance of this
16 Agreement, the GRANTEE makes all the statements, representations, warranties,
17 guarantees, certifications and affirmations included in this Agreement. If applicable, the
18 GRANTEE will comply with the requirements of 31 USC § 3729, which set forth that no
19 Grantee of federal payments shall submit a false claim for payment. If any of the
20 statements, representations, certifications, affirmations, warranties, or guarantees are
21 false or if the GRANTEE signs or executes the Agreement with a false statement or it is
22 subsequently determined that the GRANTEE has violated any of the statements,
23 representations, warranties, guarantees, certifications or affirmations included in this
24 Agreement, then CITY may consider this act a possible default under this Agreement and
25 may terminate or void this Agreement for cause and pursue other remedies available to
26 CITY under this Agreement and applicable law. False statements or claims made in
27 connection with CITY grants may result in fines, imprisonment, and debarment from
28 participating in City, state or federal grants or contracts, and/or other remedy available by

1 law, potentially including the provisions of 38 USC §§ 3801-3812, which details the
2 administrative remedies for false claims and statements made.

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

10 13. FRAUD, WASTE, AND ABUSE. The GRANTEE understands that
11 CITY does not tolerate any type of fraud, waste, or misuse of funds. CITY's policy is to
12 promote consistent, legal, and ethical organizational behavior, by assigning responsibilities
13 and providing guidelines to enforce controls. Any violations of law or standards of ethical
14 conduct will be investigated, and appropriate actions will be taken. The GRANTEE
15 understands and agrees that misuse of award funds may result in a range of penalties,
16 including suspension of current and future funds, suspension or debarment from federal,
17 state, and City grants, recoupment of monies provided under an award, and civil and/or
18 criminal penalties.

19 14. CERTIFICATION REGARDING LOBBYING. By entering into this
20 Agreement, GRANTEE is certifying:

21 A. No Federal appropriated funds have been paid or will be paid,
22 by or on behalf of the GRANTEE, to any person for influencing or attempting to
23 influence an officer or employee of an agency, a Member of Congress, an officer or
24 employee of Congress, or an employee of a Member of Congress in connection with
25 the awarding of any Federal contract, the making of any Federal grant, the making
26 of any Federal loan, the entering into of any cooperative agreement, and the
27 extension, continuation, renewal, amendment, or modification of any Federal
28 contract, grant, loan, or cooperative agreement.

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

8 C. The GRANTEE shall require that the language of this
9 certification be included in the award documents for all subawards at all tiers
10 (including subcontracts, subgrants, and contracts under grants, loans, and
11 cooperative agreements) and that all subrecipients shall certify and disclose
12 accordingly.

13 D. This certification is a material representation of fact upon which
14 reliance was placed when this transaction was made or entered into. Submission of
15 this certification is a prerequisite for making or entering into this transaction imposed
16 by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any
17 person who fails to file the required certification shall be subject to a civil penalty of
18 not less than \$10,000 and not more than \$100,000 for each such failure. The
19 GRANTEE certifies or affirms the truthfulness and accuracy of each statement of its
20 certification and disclosure, if any. In addition, GRANTEE understands and agrees
21 that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to this certification and
22 disclosure, if any.

23 15. SEVERABILITY. If any provisions of this Agreement are rendered or
24 declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be
25 modified or deleted in such manner so as to afford the party for whose benefit it was
26 intended the fullest benefit commensurate with making this Agreement, as modified,
27 enforceable, and the remainder of this Agreement and the application of such provision to
28 other persons or circumstances shall not be affected thereby, but shall be enforced to the

1 greatest extent permitted by applicable law.

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

11 17. CLEAN AIR ACT. The following is only applicable if the amount of the
12 contract exceeds \$150,000: (1) GRANTEE agrees to comply with all applicable standards,
13 orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401
14 et seq.; (2) GRANTEE agrees to report each violation to ATG and understands and agrees
15 that the ATG will, in turn, report each violation as required to assure notification to the
16 Federal Emergency Management Agency, and the appropriate Environmental Protection
17 Agency Regional Office; and (3) GRANTEE agrees to include these requirements in each
18 subcontract exceeding \$150,000 financed in whole or in part with federal assistance
19 provided by this Agreement.

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

25 19. INSURANCE.

26 A. As a condition precedent to the effectiveness of this
27 Agreement, GRANTEE shall procure and maintain, at GRANTEE's expense for the
28 duration of this Agreement, from insurance companies that are admitted to write

1 insurance in California and have ratings of or equivalent to A:V by A.M. Best
2 Company or from authorized non-admitted insurance companies subject to Section
3 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
4 by A.M. Best Company, the following insurance:

5 (a) Commercial general liability insurance (equivalent in scope to
6 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
7 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
8 coverage shall include but not be limited to broad form contractual liability,
9 cross liability, independent contractors liability, and products and completed
10 operations liability. CITY, its boards and commissions, and their officials,
11 employees and agents shall be named as additional insureds by
12 endorsement (on CITY's endorsement form or on an endorsement
13 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and
14 this insurance shall contain no special limitations on the scope of protection
15 given to CITY, its boards and commissions, and their officials, employees
16 and agents. This policy shall be endorsed to state that the insurer waives
17 its right of subrogation against CITY, its boards and commissions, and their
18 officials, employees and agents.

19 (b) Workers' Compensation insurance as required by the California
20 Labor Code and employer's liability insurance in an amount not less than
21 \$1,000,000. This policy shall be endorsed to state that the insurer waives
22 its right of subrogation against CITY, its boards and commissions, and their
23 officials, employees and agents.

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

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

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

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

D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless GRANTEE guarantees that GRANTEE will provide to CITY evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

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

F. Prior to the start of performance, GRANTEE shall deliver to CITY certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, GRANTEE shall, within thirty (30) days prior to expiration of the insurance, furnish to CITY certificates of insurance and endorsements evidencing renewal of the insurance. CITY reserves the right to require complete

1 certified copies of all policies of GRANTEE and sub-grantees, at any time.
2 GRANTEE shall make available to CITY 's Risk Manager or designee all books,
3 records and other information relating to this insurance, during normal business
4 hours.

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

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

14 20. INDEMNITY.

15 A. GRANTEE shall indemnify, protect and hold harmless CITY, its
16 Boards, Commissions, and their officials, employees and agents ("Indemnified
17 Parties"), from and against any and all liability, claims, demands, damage, loss,
18 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
19 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
20 in connection with (1) GRANTEE's breach or failure to comply with any of its
21 obligations contained in this Agreement, including any obligations arising from the
22 Project's compliance with or failure to comply with applicable laws, including all
23 applicable federal and state labor requirements including, without limitation, the
24 requirements of California Labor Code section 1770 et seq. or (2) negligent or willful
25 acts, errors, omissions or misrepresentations committed by GRANTEE, its officers,
26 employees, agents, sub-grantees, or anyone under GRANTEE's control, in the
27 performance of work or services under this Agreement (collectively "Claims" or
28 individually "Claim").

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

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

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

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

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

23. JURISDICTION/VENUE. This Agreement shall be construed in accordance with the laws of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Los Angeles, State of California for state actions and the Central District of California for any federal actions. GRANTEE shall cause all work performed in connection with construction of the

1 Project to be performed in compliance with (1) all applicable laws, ordinances, rules and
2 regulations of federal, state, county or municipal governments or agencies (including,
3 without limitation, all applicable federal and state labor standards, including the prevailing
4 wage provisions of sections 1770 et seq. of the California Labor Code); and (2) all
5 directions, rules and regulations of any fire marshal, health officer, building inspector, or
6 other officer of every governmental agency now having or hereafter acquiring jurisdiction.

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

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

15 26. CONSTRUCTION OF CONTRACT. The masculine shall be deemed
16 to embrace and include the feminine and the singular shall be deemed to embrace and
17 include the plural whenever required in the context of this Agreement.

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

25 28. TAX IMPLICATIONS AND CONSEQUENCES. The CITY makes no
26 representations as to the tax consequences associated with the disbursement of CRF
27 funds related to this agreement, and any determination related to this issue is the sole
28 responsibility of the GRANTEE. GRANTEE acknowledges consulting with its own tax

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

1 advisors or tax attorneys regarding this transaction or having had an opportunity to do so
2 prior to signing this agreement. GRANTEE acknowledges the CITY cannot provide advice
3 regarding the tax consequences or implications of the CRF funds disbursed to GRANTEE
4 under the terms of this agreement.

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

7
8 KHMER GIRLS IN ACTION, a nonprofit
corporation organized under the laws of the
State of California
9
10 _____, 2020 By *Preeti Sharma*
Name Preeti Sharma
Title Board Chair

11
12 _____, 2020 By *Lian Cheun*
Name Lian Cheun
Title Executive Director

13
14 "GRANTEE"
15 CITY OF LONG BEACH, a municipal
16 corporation
17 *12/3/20*, 2020 By *[Signature]*
City Manager

18
19 "CITY"
20 This Agreement is approved as to form on *12-2*, 2020.

21
22 CHARLES PARKIN, City Attorney
23 By *[Signature]*
Deputy

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EXHIBIT "A"

SCOPE OF WORK AGREEMENT

Khmer Girls in Action
November 09, 2020 – December 30, 2020

This scope of work is between the Khmer Girls in Action (Grantee) and the City of Long Beach (City).

I. Overview of Service Responsibilities

As a grantee of the Nonprofit Direct Services Fund, Khmer Girls in Action agrees to implement all activities in this Scope of Work (SOW). To support populations disproportionately impacted by COVID-19, Khmer Girls in Action will partner with the priority population to:

- Conduct outreach, engagement, education and connection to COVID-19 testing.
- Provide health education about COVID-19 prevention.

The grant period for eligible expenditures will close on December 30, 2020 as outlined in the CARES Act.

II. Services to be Performed:

SERVICE/SCOPE	IMPLEMENTATION	TIMELINE	DELIVERABLE
Conduct outreach, engagement, education and connection to COVID-19 testing.	<p>Develop a communications plan about COVID-19, prevention, and testing</p> <p>Create culturally and linguistically tailored fliers in Khmer/English for outreach, engagement, and education</p> <p>Conduct outreach, engagement, and education through youth programs, mass mailing of fliers, sending out email newsletter blasts, and posting on social media via Facebook, Instagram, and Twitter</p> <p>Track number of referrals conducted for clients requesting information about COVID-19 testing, medical care, or mental health services</p>	11/09/20- 12/30/20	<p>200 homes where culturally and linguistically tailored fliers were delivered.</p> <p>40 people that are referred to COVID-19 testing, medical care or mental health.</p> <p>1,000 people where culturally and linguistically tailored e-fliers were viewed, shared, or liked via email newsletters and social media posts.</p>

Provide health education about COVID-19 prevention.	<p>Integrate health education about COVID-19 prevention, safety measures, and testing into youth programs</p> <p>Train youth to educate their peers, families, and communities about COVID-19, prevention, and testing</p> <p>Deliver health education about COVID-19, prevention, and testing to youth and families</p> <p>Send out mass mailing of fliers, sending out email newsletter blasts, and posting on social media via Facebook, Instagram, and Twitter</p>	11/09/20- 12/30/20	<p>200 homes where culturally and linguistically tailored fliers were delivered.</p> <p>1,000 people where culturally and linguistically tailored e-fliers were viewed, shared, or liked via email newsletters and social media posts.</p>
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III. City Responsibilities

The City will appoint an employee to liaise between Khmer Girls in Action and the City of Long Beach to administer the grant. The City will provide \$50,000 in funding for the delivery of services through a one-time direct payment method.

IV. Sub-Recipient Monitoring and Tracking

Khmer Girls in Action shall track program metrics internally on a weekly basis and provide monthly program metric updates to the City. Khmer Girls in Action is also required to submit monthly financial expenditures to the City. At contract closeout, Khmer Girls in Action shall submit the metrics met to date, a brief narrative explaining any barriers or areas where they may need support, 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. Khmer Girls in Action will report on the metrics below:

Direct Service Metrics	Timeline
Number of homes where culturally and linguistically tailored fliers were delivered.	Monthly

Number of people that are referred to COVID-19 testing, medical care or mental health.	Monthly
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Demographic Metrics	Anticipated Updates
Participant's ZIP Code	Monthly
Participant Race	Monthly

EXHIBIT "B"

Budget Document – Khmer Girls in Action
 Non-Profit Direct Services, CARES Act 2020

Personnel Expenses	Executive Director @ 0.05 FTE	\$4,600
	Communications Director @ 0.18 FTE	\$10,798
	Program Coordinator @ 0.50 FTE	\$21,990
	Benefits (26% of Personnel)	\$9,721
	Subtotal	\$47,619
Program Expenses	Translation	\$400
	Postage	\$110
	Subtotal	\$510
Administrative (5% cap)	Administrative/Overhead	\$2,381
	Subtotal	\$2,381
	Total	\$50,000

EXHIBIT “C”

City’s Representative:

Janaya Nichols

EXHIBIT “D”

Grantee’s Key Employee:

Mayta Lor

CARES ACT PROGRAM CHECKLIST

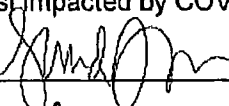
Program: Non-Profit Relief Fund – Direct Service Funding Amount: \$785,000

Department: Health and Human Services Contact: Kelly Colopy/Andrea Lee

Department Director Approval:  Date: 10-12-2020

Phase I Approval to initiate outreach & application process

- X Description and objective
 - States program goals to deliver services to target populations
- X Target audience and equity lens
 - Serves communities impacted by COVID-19
- X Application and selection process
 - Outlines timeline and process for applicant selection, including funds distribution and/or procurement process, basis of selection, and equity lens criteria
- X Equitable outreach strategy
 - Plans outreach to both service providers and constituents, prioritizing communities most impacted by COVID-19

Reviewed by FM:  9/11/2020 version

Date: 9/11/2020

Approved by CM: Sunda J. Jaturon

Date: 9-14-2020

Phase II Approval for program implementation and funding

- X Design and implementation timeline
 - Conforms with local, State, and Federal guidelines, timelines, program requirements, and purchasing regulations
- X Staffing and administration
 - Defines administrative/staff cost breakdown, staffing needs and/or resource constraints
- X Service delivery model and tracking
 - Identifies metrics for service delivery and process for tracking progress toward equity goals
- X Accounting and documentation
 - Establishes appropriate FM ledgers with tracking codes and process for securing backup documentation required by CARES Act

Reviewed by FM: 

Date: 10/21/2020

Approved by CM: Sunda J. Jaturon

Date: 10/22/2020

**LONG BEACH PROGRAM FUNDING
MADE POSSIBLE BY STATE CARES ACT ALLOCATION**

Dept.	Title	Description	Allocation
CITY COVID RESPONSE			
XC	Costs for City Costs for COVID-19 Response	Offset the costs of City emergency response from March - December 2020, including staff costs not eligible for other funding.	19,130,494
			Total Cost City COVID Response \$19,130,494
COMMUNITY SUPPORT - Recovery & Resiliency			
HE	Homeless Sheltering	Covers the congregate shelters like Silverado which are not FEMA eligible. Additional costs for navigation center (12 bed shelter for youth) and year-round shelter	2,000,000
HE	Housing Condition Improvements	Housing conditions exacerbate illnesses most related to COVID-19. This would include mold remediation, air ventilation, etc. in housing with greatest code enforcement complaints/largest overcrowding issues. Funds would go to remediation services.	500,000
HE	Basic Needs - Case Managers	The current warm line model for older adults helps connect people to resources. This expanded model includes staff support for responding to calls and helping to access needed services such as food, housing, insurance, cooling supports, other medical supports etc.	400,000
HE	Food Insecurity and Meals for At-Risk and Senior Populations	Funds would support large one-time food distribution events, as well as, food delivery program for seniors and at-risk residents.	3,000,000
HE	Black Education Health Program	Program to allow engagement with community organizations serving Black residents and grants to Community Based Organizations (CBO) to build capacity to provide education, outreach, and health supports	1,000,000
HE	Older Adults Supports	Financial support for the purchase of black out curtains, transportation to cooling centers, food and medication delivery from local grocery stores, close-looped referral technology to support older adult/warm-line referrals, mental health supports. communications campaign.	500,000
HE	Mental Health and Domestic Violence	In response to documented increases in mental illness and domestic violence as a result of the Safer-at-Home orders. Includes education campaigns about available services, supports to access these services and grants to local agencies.	500,000
HE	Public Health Case Management Support	Builds an ongoing infrastructure for intake, case management, appointment etc. related to COVID and future public health responses	500,000
HE	Early Childhood Supports	Increase access to early childhood care (ECE) for those impacted by COVID-19. Assist ECE providers to open and operate under new COVID-19 protocols, use technology to match families to ECE providers, provide learning tools to families, and grants to ECE providers to reduce costs to families for accessing services.	1,000,000
HE	Non-Profit Relief Program	Fund non-profit organizations to reach neighborhoods and residents most impacted by the COVID-19 pandemic, through culturally and linguistically appropriate outreach, engagement, education and connection to resources and services. Non-profits will educate residents about COVID-19 prevention and safety, and provide direct case management and systems navigation as needed to ensure connection with services.	1,000,000
PR	Youth Leadership & Ambassador Program	Support for youth leadership in communities to support COVID outreach and education. Train youth workers from LMI communities, including salaries for work at parks, open space locations, including City Open Streets commercial locations, beaches and parks.	1,000,000
PR	Youth Programming	Resources to expand youth programming beyond the 22 summer parks sites to meet community need as well as support reduced costs programming for families. These include opportunities in schools, WRAP site staffing and supports into the school year.	500,000
TI	Digital Inclusion-residents	Digital navigator grants for community-based organizations. Chromebooks/ hot spots / tech assistance to serve residents adversely impacted by COVID-19 and stay at home orders. Moveable public Wi-Fi access points.	1,000,000
CM	Grants to the Arts Community for Economic Support of the Arts	Transition and recovery grants to arts organizations impacted by the Safer-at-Home order to provide arts education and programming to COVID impacted residents.	1,500,000
			Total Community Support \$44,400,000
BUSINESS SUPPORT - Recovery & Resiliency			
HE	Small Business and Non-Profit PPE Distribution Program	Many small businesses including child care providers and non profit organizations closed during the early months of the "Safer-at-Home" orders. Providing PPE would allow these organizations to meet the requirements for reopening without adding a financial burden or purchasing PPE.	750,000
ED	COVID-19 Small Business Transition & Recovery Grants	Provides very small business COVID-19 transition and recovery grants to provide funding for working capital to make changes to the exterior, interior, plexiglass, ventilation, signage, staffing, new inventory or other COVID-19 recommended improvements.	3,600,000
ED	Business Improvement Districts (BIDs) Loan and Grant program	Provides funds to various BIDs to distribute business grants to LMI businesses, and/or implement programs to support businesses, and PPE distribution.	1,000,000
ED	Grants for Queuing Systems and Contactless Payment Systems	Small technology grants to Low-Median-Income (LMI) businesses to assist with implementation of Queuing and Contactless Payment Systems.	500,000
ED	COVID-19 Business Call Center	Funding for COVID-19 transition and recovery to assist small businesses and displaced workers with technical assistance, loans, grants, PPE acquisition and other services.	150,000
ED	COVID-19 Economic Inclusion Coordinator	Support for an aggressive approach to economic inclusion and the implementation of the Everyone In Implementation Plan approved by the City Council in 2019.	150,000
ED	COVID-19 Small Business Education Budget	200,000 direct mailers and fliers to small businesses and business owners about COVID-19 related guidelines and resources in multi-lingual formats	100,000
PW	Open Streets Initiative	Administered by Public Works to provide parklets and outdoor dining in various Business Improvement Districts and corridors.	300,000
CM	COVID-19 Economic Equity Study	Provides funding for "Economic Equity Analysis" from CSULB and/or additional non-profit research organizations to help identify and inform strategies to mitigate racial impacts of COVID-19.	200,000
			Total Business Support \$ 6,750,000
			\$ 40,280,494