

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

1 CARES ACT GRANT AGREEMENT

2 **35895**

3 THIS CARES ACT GRANT AGREEMENT, ("Agreement") is made and
4 entered into by and between the CITY OF LONG BEACH ("CITY"), a municipal corporation,
5 with its principal place of business at 411 West Ocean Blvd., Long Beach, California 90802,
6 and the ABEL GONI doing business as LA BODEGA 8, a sole proprietor ("GRANTEE"),
7 with its principal place of business at 305 W. Anaheim St., Long Beach, CA 90813.

8 WHEREAS, the City of Long Beach received a Coronavirus Relief Fund
9 (CRF) award of \$40,280,000 from the U.S. Treasury, as appropriated in Section 5001 of
10 the Coronavirus Relief Aid, Relief, and Economic Security Act ("CARES Act"), P.L. 116-
11 136; and

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

14 WHEREAS, payments from the CRF may only be used to cover costs that:
15 (1) are necessary expenditures incurred due to the public health emergency with respect
16 to the COVID-19; (2) were not accounted for in the budget most recently approved as of
17 March 27, 2020 (the date of enactment of the CARES Act) for the State or government;
18 and (3) were incurred during the period that begins on March 1, 2020, and ends on May
19 30, 2021; and

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

22 WHEREAS, CITY has selected GRANTEE in accordance with CITY's
23 administrative procedures using a Request for Proposals HE21-018 ("RFP"), incorporated
24 by this reference as if fully set forth herein, and CITY has determined that GRANTEE and
25 its employees are qualified, licensed, if so required, and experienced in performing these
26 specialized services; and

27 WHEREAS, these terms and conditions, including exhibits, the terms of the
28 RFP, if applicable, and the terms and conditions of the GRANTEE'S application, and any

1 amendments thereto as may be approved by the CITY, are incorporated herein by
2 reference; and

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

5 1. PROJECT. The CITY agrees to provide funding to the GRANTEE to
6 purchase food and supplies to complete a "healthy market conversion" and improve access
7 to healthy food for populations experiencing high level of food insecurity and/or barriers to
8 food access as a result of the COVID-19 pandemic ("Project"). The Project description and
9 scope of work is attached to this Agreement as Exhibit "A" and incorporated herein by
10 reference.

11 2. GRANT FUNDS. The GRANTEE hereby acknowledges and agrees
12 that the CITY's total contribution for the GRANTEE'S approved project shall not exceed
13 Twenty Thousand Dollars (\$20,000). It is expressly understood and agreed that in no event
14 will the CITY's total contribution exceed this amount.

15 3. METHOD OF PAYMENT. The CITY shall make available to the
16 GRANTEE upon or after the effective date of this Agreement a total amount of Twenty
17 Thousand Dollars (\$20,000).

18 4. PERFORMANCE PERIOD; FUND APPLICATION. Funding has been
19 authorized for eligible expenditures related to the Project incurred between March 1, 2020
20 and May 30, 2021. The performance period for this grant is March 1, 2020 to May 30, 2021.
21 All expenditures must be incurred, and all services must be provided within the
22 performance period. CITY will not be obligated to reimburse expenses incurred after the
23 performance period, and GRANTEE will be obligated to repay CITY for any funds received
24 but not expended within the performance period. All funds not expected to be expended
25 by May 30, 2021 shall be returned to the CITY by May 30, 2021, unless otherwise
26 negotiated in writing in advance between the parties. Funding shall be expended for
27 authorized eligible expenditures in accordance with the Project budget, delineated in the
28 Project submittal attached hereto and incorporated by reference as Exhibit "B". When

1 required to do so in writing, the GRANTEE shall repay the CITY for any amounts disbursed
2 that the CITY determines were not used for authorized purposes, or were used in violation
3 of Federal, State, or City statutes, regulations or guidelines. The CITY may also withhold
4 such amounts from any allowable reimbursement request of the GRANTEE.

5 5. COORDINATION AND ORGANIZATION.

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

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

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

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

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

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

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

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

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

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

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

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

24 D. Notwithstanding any expiration or termination of this
25 Agreement, the rights and obligations pertaining to the grant, cooperation and
26 provision of additional information, return of grant funds, audit rights, records
27 retention, public information, and any other provision implying survivability shall
28 remain in effect after the expiration or termination of this Agreement.

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

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

13 11. REPRESENTATIONS BY GRANTEE. By acceptance of this
14 Agreement, the GRANTEE makes all the statements, representations, warranties,
15 guarantees, certifications and affirmations included in this Agreement. If applicable, the
16 GRANTEE will comply with the requirements of 31 USC § 3729, which set forth that no
17 Grantee of federal payments shall submit a false claim for payment. If any of the
18 statements, representations, certifications, affirmations, warranties, or guarantees are
19 false or if the GRANTEE signs or executes the Agreement with a false statement or it is
20 subsequently determined that the GRANTEE has violated any of the statements,
21 representations, warranties, guarantees, certifications or affirmations included in this
22 Agreement, then CITY may consider this act a possible default under this Agreement and
23 may terminate or void this Agreement for cause and pursue other remedies available to
24 CITY under this Agreement and applicable law. False statements or claims made in
25 connection with CITY grants may result in fines, imprisonment, and debarment from
26 participating in City, state or federal grants or contracts, and/or other remedy available by
27 law, potentially including the provisions of 38 USC §§ 3801-3812, which details the
28 administrative remedies for false claims and statements made.

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

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

17 14. CERTIFICATION REGARDING LOBBYING. By entering into this
18 Agreement, GRANTEE is certifying:

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

27 B. If any funds other than Federal appropriated funds have been
28 paid or will be paid to any person for influencing or attempting to influence any officer

1 or employee of any agency, a Member of Congress, an officer or employee of
2 Congress, or an employee of a Member of Congress in connection with this Federal
3 contract, grant, loan or cooperative agreement, the undersigned shall complete and
4 submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance
5 with its instructions.

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

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

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

28 16. AMBIGUITIES. To the extent the terms and conditions of this

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

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

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

23 19. INSURANCE.

24 A. As a condition precedent to the effectiveness of this
25 Agreement, GRANTEE shall procure and maintain, at GRANTEE's expense for the
26 duration of this Agreement, from insurance companies that are admitted to write
27 insurance in California and have ratings of or equivalent to A:V by A.M. Best
28 Company or from authorized non-admitted insurance companies subject to Section

1 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
2 by A.M. Best Company, the following insurance:

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

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

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

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

27 B. Any self-insurance program, self-insured retention, or
28 deductible must be separately approved in writing by CITY's Risk Manager or

1 designee and shall protect CITY, its officials, employees and agents in the same
2 manner and to the same extent as they would have been protected had the policy
3 or policies not contained retention or deductible provisions.

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

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

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

22 F. Prior to the start of performance, GRANTEE shall deliver to
23 CITY certificates of insurance and the endorsements for approval as to sufficiency
24 and form. In addition, GRANTEE shall, within thirty (30) days prior to expiration of
25 the insurance, furnish to CITY certificates of insurance and endorsements
26 evidencing renewal of the insurance. CITY reserves the right to require complete
27 certified copies of all policies of GRANTEE and sub-grantees, at any time.
28 GRANTEE shall make available to CITY's Risk Manager or designee all books,

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records and other information relating to this insurance, during normal business hours.

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

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

20. INDEMNITY.

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

B. In addition to GRANTEE's duty to indemnify, GRANTEE shall have a separate and wholly independent duty to defend Indemnified Parties at

1 GRANTEE's expense by legal counsel approved by CITY, from and against all
2 Claims, and shall continue this defense until the Claims are resolved, whether by
3 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
4 breach, or the like on the part of GRANTEE shall be required for the duty to defend
5 to arise. CITY shall notify GRANTEE of any Claim, shall tender the defense of the
6 Claim to GRANTEE, and shall assist GRANTEE, as may be reasonably requested,
7 in the defense.

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

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

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

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

22 23. JURISDICTION/VENUE. This Agreement shall be construed in
23 accordance with the laws of the State of California, and the venue for any legal actions
24 brought by any party with respect to this Agreement shall be the County of Los Angeles,
25 State of California for state actions and the Central District of California for any federal
26 actions. GRANTEE shall cause all work performed in connection with construction of the
27 Project to be performed in compliance with (1) all applicable laws, ordinances, rules and
28 regulations of federal, state, county or municipal governments or agencies (including,

1 without limitation, all applicable federal and state labor standards, including the prevailing
2 wage provisions of sections 1770 et seq. of the California Labor Code); and (2) all
3 directions, rules and regulations of any fire marshal, health officer, building inspector, or
4 other officer of every governmental agency now having or hereafter acquiring jurisdiction.

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

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

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

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

23 29. TAX IMPLICATIONS AND CONSEQUENCES. The CITY makes no
24 representations as to the tax consequences associated with the disbursement of CRF
25 funds related to this agreement, and any determination related to this issue is the sole
26 responsibility of the GRANTEE. GRANTEE acknowledges consulting with its own tax
27 advisors or tax attorneys regarding this transaction or having had an opportunity to do so
28 prior to signing this agreement. GRANTEE acknowledges the CITY cannot provide advice

regarding the tax consequences or implications of the CRF funds disbursed to GRANTEE under the terms of this agreement.

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.

ABEL GONI doing business as LA BODEGA 8, a sole proprietor

04-08-2021, 2021

By [Signature]
Name ABEL GONI
Title owner

_____, 2021

By _____
Name _____
Title _____

"GRANTEE"

CITY OF LONG BEACH, a municipal corporation

May 3, 2021

By [Signature]
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

"CITY"

This Agreement is approved as to form on April 28, 2021.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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

1 regarding the tax consequences or implications of the CRF funds disbursed to GRANTEE
2 under the terms of this agreement.

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

5
6
7 04-08-2021, 2021

ABEL GONI doing business as LA
BODEGA 8, a sole proprietor

By [Signature]
Name ABEL GONI
Title owner

9 _____, 2021

By _____
Name _____
Title _____

"GRANTEE"

CITY OF LONG BEACH, a municipal
corporation

14 _____, 2021

By _____
City Manager

"CITY"

17 This Agreement is approved as to form on _____, 2021.

19 CHARLES PARKIN, City Attorney

20 By _____
Deputy

28

EXHIBIT “A”

Scope of Work

Scope of Work Agreement

Healthy Food Projects

December 1, 2020 – May 30, 2021

This scope of work is between Abel Goni d.b.a. La Bodega #8 (Grantee) and the City of Long Beach (City).

I. Overview of Service Responsibilities

The overarching objective in this Scope of Work (Scope) is to increase local availability of fruits, vegetables, and affordable healthy food for populations experiencing high levels of food insecurity and/or barriers to food access as a result of the COVID-19 pandemic from December 1, 2020 – May 30, 2021 to communities most in need.

Funds will be used to support the development of healthy markets as part of the more extensive Long Beach Department of Health and Human Services (DHHS) Healthy Market Partnership Program and leveraged against the City’s current California Department of Health and Human Services’ CalFresh Healthy Living program (Healthy Active Long Beach), which provides additional resources and technical assistance to ensure that the result of the combined efforts will increase access to healthy and affordable foods in impacted neighborhoods.

Services under this Scope must specifically serve the population and/or location as described in the detailed workplan (Services to be Performed) chart below. Unless approved for extension by the City of Long Beach, the grant period for eligible expenditures will close on May 30, 2021 as outlined in the CARES Act.

The total project budget for the Grantee is not to exceed \$20,000

II. Services to be Performed

Grants will be provided to retail food businesses that serve Long Beach to support the purchase and installation of small equipment such as refrigeration, shelving, etc., to increase local availability of fruits, vegetables, and affordable healthy food to align with the recommendation of the Long Beach Healthy Market Partnership (LBHMP).

Activity	Timeframe	Backup Documentation
Participate in a LBHMP site visit and store assessment to identify recommendations and/or required changes to meet minimum requirements to be recognized as a Healthy Market Partner Store.	12/1/2020-05/30/2021	Copy of completed assessment and recommendations kept on file.

Review, sign, and agree to the terms of the Long Beach Healthy Market Partnership Program Agreement.	12/1/2020-05/30/2021	Copy of signed agreement.
Purchase and install equipment and other allowable items as identified in the approved budget justification.	12/1/2020-05/30/2021	Proof of purchase and installation.
Purchase fruits, vegetables, and other healthy foods (at least 20% of awarded funds) to be sold in market at no more than 15% above purchase price.	12/1/2020-05/30/2021	Proof of purchase, proof of retail cost for each (sales data and/or documentation of posted price tags).
Upon completion of the contract, complete and submit a fiscal invoice report that provides backup for equipment purchased/how funds were spent.	5/30/2021	Submit to the LBDHHS / City of Long Beach to christina.reid@longbeach.gov and andrea.fogarty@longbeach.gov
Upon completion of the contract, complete and submit a narrative "success story" to the Long Beach Department of Health and Human Services that includes quotes, photos, and other backup that demonstrates the healthy changes taking place in the market.	5/30/2021	Submit success story, and any photos or other program backup to the LBDHHS/City of Long Beach to christina.reid@longbeach.gov and andrea.fogarty@longbeach.gov

III. City Responsibilities

City staff will also provide reporting templates to the Grantee for the fiscal and final report. The City will appoint an employee to liaise between Grantee and the City of Long Beach to administer the grant. The City will provide \$20,000 in funding for the delivery of services.

IV. Sub-Recipient Monitoring and Tracking

Grantee shall track program expenses and completion of scope of work activities. Grantee is also required to submit monthly financial expenditures and invoices to the City. At contract closeout,

Grantee 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 Grantees expend funds according to proposed budgetary timelines. In the case that a Grantee is not efficiently spending down their grant, this tracking process allows for the reallocation of funds to another Grantee when necessary. Services conducted after May 30, 2021 shall not be reimbursed under this agreement. Invoices may include a maximum of 5% for administrative expenses.

Grantee will report on the metrics below:

Healthy Store Conversion Program:

Metric	Schedule
Equipment and Approved Supplies Purchased and Installed	Final Report
Cost of Food Purchased and Price Sold For	Final Report
Information on program impact from recipients of services for final report	Close-out Report

EXHIBIT "B"

Budget

Budget Document – La Bodega #8
 Food Security Program, CARES 2020

Prince Market & Deli		
Personnel	Total	0
	Purchase and/or repair existing refrigeratin to allow for the proper storage, and expanded availability of, healthy foods including fruits, vegetables, and other healthy perishable foods. Funds may also be used to purchase shelving or required display items to complete healthy store conversion.	14,250
	Purchase of healthy food to fill freezer(s) and refrigerator(s) or shelving (must be sold at no higher than 15% above cost for items purchased with grant funds).	4750
Operating Expenses	Total	19,000
Subtotal (Personnel + Operating)		19,000
Administration (5%)		1,000
Total (Subtotal + Admin Fee)		20,000

EXHIBIT “C”

City’s Representative(s):

Christina Reid

EXHIBIT “D”

Grantee’s Key Employee(s):

Abel Goni