

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

CARES ACT GRANT AGREEMENT

35774

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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 CALIFORNIA STATE UNIVERSITY, LONG BEACH, a California Educational
7 Institution ("GRANTEE"), with its principal place of business at 1212 N. Bellflower Blvd.,
8 Long Beach, California 90815.

9 WHEREAS, the City of Long Beach received a Coronavirus Relief Fund
10 (CRF) award of \$40,280,000 from the U.S. Treasury, as appropriated in Section 5001 of
11 the Coronavirus Relief Aid, Relief, and Economic Security Act ("CARES Act"), P.L. 116-
12 136; and

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

15 WHEREAS, payments from the CRF may only be used to cover costs that:
16 (1) are necessary expenditures incurred due to the public health emergency with respect
17 to the COVID-19; (2) were not accounted for in the budget most recently approved as of
18 March 27, 2020 (the date of enactment of the CARES Act) for the State or government;
19 and (3) were incurred during the period that begins on March 1, 2020, and ends on March
20 31, 2021; and

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

23 WHEREAS, GRANTEE is a public high education institution in Long Beach;
24 and

25 WHEREAS, the CITY has selected GRANTEE in accordance with CITY's
26 procedures for noncompetitive procurement and CITY has determine that the CITY's need
27 to provide College Grab and Go Food Pantries as part of the Community Grants for
28 Neighborhood Food Systems could only be met by GRANTEE and, by reason of the

1 foregoing, no useful purpose would be served by advertising for bids for these services,
2 and to do so would constitute an idle and useless act and an unnecessary expenditure of
3 public funds; and

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

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

9 1. PROJECT. The CITY agrees to provide funding to the GRANTEE to
10 ensure that students have the supports and tools needed to maintain their health and
11 wellbeing during COVID-19 ("Project"). The Project description and scope of work is
12 attached to this Agreement as Exhibit "A" and incorporated herein by reference.

13 2. GRANT FUNDS. The GRANTEE hereby acknowledges and agrees
14 that the CITY's total contribution for the GRANTEE's approved project shall not exceed
15 Forty-Five Thousand Dollars (\$45,000). It is expressly understood and agreed that in no
16 event will the CITY's total contribution exceed this amount.

17 3. METHOD OF PAYMENT. The CITY shall make available to the
18 GRANTEE upon or after the effective date of this Agreement a total amount of Forty-Five
19 Thousand Dollars (\$45,000).

20 4. PERFORMANCE PERIOD; FUND APPLICATION. Funding has been
21 authorized for eligible expenditures related to the Project incurred between March 1, 2020
22 and March 31, 2021. The performance period for this grant is March 1, 2020 to March 31,
23 2021. All expenditures must be incurred, and all services must be provided within the
24 performance period. CITY will not be obligated to reimburse expenses incurred after the
25 performance period, and GRANTEE will be obligated to repay CITY for any funds received
26 but not expended within the performance period. Funding shall be expended for authorized
27 eligible expenditures in accordance with the Project budget, delineated in the Project
28 submittal attached hereto and incorporated by reference as Exhibit "B". When required to

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

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

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

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

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

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

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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. SYSTEM FOR AWARD MANAGEMENT (SAM) REQUIREMENTS.
19 The GRANTEE agrees to comply with applicable requirements regarding registration with
20 the federal System for Award Management (SAM) (or with a successor government-wide
21 system officially designated by the federal Office of Management and Budget (OMB) and,
22 if applicable, the federal funding agency). These requirements include maintaining
23 current registrations and the currency of the information in SAM. The GRANTEE will
24 review and update information at least annually until submission of the final financial
25 report required under the award or receipt of final payment, whichever is later, as
26 required by 2 CFR Part 25.

27 The GRANTEE will comply with OMB guidelines at 2 CFR 180 that implement
28 Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989

1 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of
2 parties debarred, suspended, or otherwise excluded by agencies, as well as parties
3 declared ineligible under statutory or regulatory authority. The GRANTEE certifies it will
4 verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise
5 excluded or declared ineligible by checking the SAM before doing/renewing business with
6 that vendor.

7 The GRANTEE certifies that it and its principals are eligible to participate in
8 this Agreement and have not been subjected to suspension, debarment, or similar
9 ineligibility determined by any federal, state or local governmental entity.

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

15 20. INSURANCE.

16 A. As a condition precedent to the effectiveness of this
17 Agreement, GRANTEE shall procure and maintain, at GRANTEE's expense for the
18 duration of this Agreement, from insurance companies that are admitted to write
19 insurance in California and have ratings of or equivalent to A:V by A.M. Best
20 Company or from authorized non-admitted insurance companies subject to Section
21 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
22 by A.M. Best Company, the following insurance:

23 (a) Commercial general liability insurance (equivalent in scope to
24 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
25 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
26 coverage shall include but not be limited to broad form contractual liability,
27 cross liability, independent contractors liability, and products and completed
28 operations liability. CITY, its boards and commissions, and their officials,

1 employees and agents shall be named as additional insureds by
2 endorsement (on CITY's endorsement form or on an endorsement
3 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and
4 this insurance shall contain no special limitations on the scope of protection
5 given to CITY, its boards and commissions, and their officials, employees
6 and agents. This policy shall be endorsed to state that the insurer waives
7 its right of subrogation against CITY, its boards and commissions, and their
8 officials, employees and agents.

9 (b) Workers' Compensation Insurance as required by the California
10 Labor Code and employer's liability insurance in an amount not less than
11 \$1,000,000. This policy shall be endorsed to state that the insurer waives
12 its right of subrogation against CITY, its boards and commissions, and their
13 officials, employees and agents.

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

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

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

24 C. Each insurance policy shall be endorsed to state that coverage
25 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
26 written notice to CITY, shall be primary and not contributing to any other insurance
27 or self-insurance maintained by CITY, and shall be endorsed to state that coverage
28 maintained by CITY shall be excess to and shall not contribute to insurance or self-

1 insurance maintained by GRANTEE. GRANTEE shall notify CITY in writing within
2 five (5) days after any insurance has been voided by the insurer or cancelled by the
3 insured.

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

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

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

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

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

4 21. INDEMNITY.

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

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

28 C. If a court of competent jurisdiction determines that a Claim was

1 caused by the sole negligence or willful misconduct of Indemnified Parties,
2 GRANTEE's costs of defense and indemnity shall be (1) reimbursed in full if the
3 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
4 percentage of willful misconduct attributed by the court to the Indemnified Parties.

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

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

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

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

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

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

5 27. CONSTRUCTION OF CONTRACT. The masculine shall be deemed
6 to embrace and include the feminine and the singular shall be deemed to embrace and
7 include the plural whenever required in the context of this Agreement.

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

15 29. TAX IMPLICATIONS AND CONSEQUENCES. The CITY makes no
16 representations as to the tax consequences associated with the disbursement of CRF
17 funds related to this agreement, and any determination related to this issue is the sole
18 responsibility of the GRANTEE. GRANTEE acknowledges consulting with its own tax
19 advisors or tax attorneys regarding this transaction or having had an opportunity to do so
20 prior to signing this agreement. GRANTEE acknowledges the CITY cannot provide advice
21 regarding the tax consequences or implications of the CRF funds disbursed to GRANTEE
22 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.

CALIFORNIA STATE UNIVERSITY, LONG BEACH, a California Educational Institution

12/7, 2020

By [Signature]
Name Miles Nevin
Title Executive Director

12/7, 2020

By [Signature]
Name Sylvana Cicero
Title ASSOC. EXEC. DIRECTOR / Director USU SRWC

"GRANTEE"

CITY OF LONG BEACH, a municipal corporation

_____, 2020

By _____
City Manager

"CITY"

This Agreement is approved as to form on _____, 2020.

CHARLES PARKIN, City Attorney

By _____
Deputy

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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.

CALIFORNIA STATE UNIVERSITY, LONG BEACH, a California Educational Institution

12/7, 2020

By [Signature]
Name Miles Nevin
Title Executive Director

12/7, 2020

By [Signature]
Name Sylvana Cero
Title ASSOC. EXEC. DIRECTOR / DIRECTOR USU SPRING

"GRANTEE"

CITY OF LONG BEACH, a municipal corporation

December 16, 2020

By [Signature]
City Manager

"CITY"
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

This Agreement is approved as to form on December 15, 2020.

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

EXHIBIT "A"

Scope of Work Agreement

Food Security Program

November 09, 2020 – March 31, 2021

This scope of work is between California State University, Long Beach (Grantee) 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 students have the supports and tools needed to maintain their health and wellbeing during COVID-19. The strategies identified here include efforts to maximize reach to students at highest risk for food insecurity and the impacts of COVID-19.

Services under this Scope must specifically serve students enrolled at Grantee. The grant period for eligible expenditures will close on March 31, 2021.

The total project budget for each CSULB's Grab and Go Food Pantry \$45,000. At an approximate cost of \$10-15 per bag, funds will provide up to 3,000 food bags for food insecure students during the Fall and Winter Semester. If additional funding becomes available, this award amount may be amended to support increased food access activities. Eligible uses of funds include:

1. Purchase of healthy groceries (low-fat, low-sugar, low-salt and when possible to include fresh produce, whole-grain products, and/or lean protein). Food procured with these funds should be in line with the USDA Dietary Guidelines for Americans. The LBDHHS is available to provide guidance for the selection of foods to meet this requirement.
 - a. <https://www.ars.usda.gov/northeast-area/beltsville-md-bhnrc/beltsville-human-nutrition-research-center/methods-and-application-of-food-composition-laboratory/>
 - b. <https://www.nal.usda.gov/fnic/dietary-guidelines>
2. Supplies for packing of grocery kits/boxes
3. Purchase/repair of equipment, such as refrigerators, dehydrators, SNAP/EBT equipment and processors, etc. if required for the proper storage and transport of healthy perishable foods.
4. Enhanced safety measures, including sanitation and personal protective equipment

II. Services to be Performed

Grantee will procure, prepare and provide up to 3,000 food bags for food insecure students enrolled at Grantee via the Grab and Go Food Pantry Program.

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Activity	Timeframe	Backup Documentation
Purchase food and supplies to provide up to 3,000 food bags to be distributed to food insecure students during Fall and Winter Semester as part of the CSULB "Grab and Go" Food Pantry Program.	Contract Term	List of food procured and provided. Cost breakdown, backup invoices, and justification of and materials purchased.
Provide nutrition education, COVID-19, and other useful health and food resource information to students who participate in the "Grab and Go" program. Resources will be provided by the City of Long Beach/Long Beach Department of Health and Human Services.	Contract Term	LBDHHS will provide the resources to be distributed, count of students/households reached to be included with monthly report.
Collect demographics of students who receive food bags as part of this program (number of students, number in household, and zip code where student resides).	Contract Term	Demographic data to be included in monthly report.
Complete and submit monthly progress and expense reports to the Long Beach Department of Health and Human Services.	Monthly, by the last day of the following month through the contract term.	Submit monthly progress and expense reports, using templates to be provided by the LBDHHS/City of Long Beach to lara.turnbull@longbeach.gov and andrea.fogarty@longbeach.gov Backup documents to support numbers reached, items purchased, and/or foods provided may include

		items such as invoices, photos, or flyers.
Upon completion of the contract, complete and submit a narrative "success story" to the Long Beach Department of Health and Human Services.	2 weeks after completion of contract term.	Submit success story, and any photos or other program backup to the LBDHHS/City of Long Beach to lara.turnbull@longbeach.gov and andrea.fogarty@longbeach.gov

III. City Responsibilities

City staff will also provide reporting templates to the Grantee for the monthly 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 \$45,000 in funding for the delivery of services through a one-time direct payment method.

IV. Sub-Recipient Monitoring and Tracking

Grantee shall track program metrics internally on a weekly basis and provide monthly program metric updates to the City. 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 subgrantees expend funds according to proposed budgetary timelines. In the case that a subgrantee is not efficiently spending down their grant, this tracking process allows for the reallocation of funds to another subgrantee when necessary. Services conducted after March 31, 2021 shall not be reimbursed under this agreement. Invoices shall include a maximum of 5% for administrative expenses.

Grantee will report on the metrics below:

Grab and Go Food Pantry Program:

Metric	Frequency
Number of students reached.	Monthly
Number of persons in household reached	Monthly
The priority populations reached including demographic information such as age and zip code of residence when able	Monthly
List of foods purchased and provided	Monthly
Description and justification of food storage equipment purchased.	Close-Out Report

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Information on program impact from recipients of services for final report	Close-out Report
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EXHIBIT "B"

Budget Document – California State University, Long Beach
Food Security Program, CARES 2020

Program Materials	Food and Packing Supplies – estimated at \$10 per bag/boxes x 3,000 bags/boxes	*\$30,000
	Purchase/repair of equipment required for proper storage and/or transporting of food for the grab-n-go food program.	**\$12,750
	Subtotal	\$42,750
	Administrative/Overhead(5% cap)	\$2,250
	Subtotal	\$2,250
TOTAL		\$45,000

*no less than

**no more than

EXHIBIT "C"

City's Representative:

Lara Turnbull

EXHIBIT "D"

Grantee's Key Employee:

Christina Limon