

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

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CARES ACT GRANT AGREEMENT

**05834**

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 the CAMBODIAN ASSOCIATION OF AMERICA, a nonprofit corporation organized under the laws of the State of California ("GRANTEE"), with its principal place of business at 2390 Pacific Avenue, Long Beach, California 90806.

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 March 20, 2021; and

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

WHEREAS, CITY has selected GRANTEE in accordance with CITY's administrative procedures using a Request for Proposals HE21-018 ("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 provide food and nutrition-related services and supports to populations experiencing high  
8 levels of food insecurity and/or barriers to food access as a result of the COVID-19  
9 pandemic ("Project"). The Project description and scope of work is attached to this  
10 Agreement as Exhibit "A" and incorporated herein by 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 Thirty-Nine Thousand Nine Hundred and Ninety-Seven Dollars and Sixty-Five Cents (\$39,  
14 997.65). It is expressly understood and agreed that in no event will the CITY's total  
15 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 Thirty-Nine  
18 Thousand Nine Hundred and Ninety-Seven Dollars and Sixty-Five Cents Dollars (\$39,  
19 997.65).

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 20, 2021. The performance period for this grant is March 1, 2020 to March 20,  
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. All funds not expected to be expended  
27 by March 20, 2021 shall be returned to the CITY by March 20, 2021, unless otherwise  
28 negotiated in writing in advance between the parties. Funding shall be expended for

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

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

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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.

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

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

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

15. SEVERABILITY. If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to 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. SYSTEM FOR AWARD MANAGEMENT (SAM) REQUIREMENTS.  
21 The GRANTEE agrees to comply with applicable requirements regarding registration with  
22 the federal System for Award Management (SAM) (or with a successor government-wide  
23 system officially designated by the federal Office of Management and Budget (OMB) and,  
24 if applicable, the federal funding agency). These requirements include maintaining  
25 current registrations and the currency of the information in SAM. The GRANTEE will  
26 review and update information at least annually until submission of the final financial  
27 report required under the award or receipt of final payment, whichever is later, as  
28 required by 2 CFR Part 25.

1           The GRANTEE will comply with OMB guidelines at 2 CFR 180 that implement  
2 Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989  
3 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of  
4 parties debarred, suspended, or otherwise excluded by agencies, as well as parties  
5 declared ineligible under statutory or regulatory authority. The GRANTEE certifies it will  
6 verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise  
7 excluded or declared ineligible by checking the SAM before doing/renewing business with  
8 that vendor.

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

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

17           20. INSURANCE.

18           A. As a condition precedent to the effectiveness of this  
19 Agreement, GRANTEE shall procure and maintain, at GRANTEE's expense for the  
20 duration of this Agreement, from insurance companies that are admitted to write  
21 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
22 Company or from authorized non-admitted insurance companies subject to Section  
23 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
24 by A.M. Best Company, the following insurance:

25           (a) Commercial general liability insurance (equivalent in scope to  
26 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
27 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
28 coverage shall include but not be limited to broad form contractual liability,

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

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

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

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

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

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

1 or self-insurance maintained by CITY, and shall be endorsed to state that coverage  
2 maintained by CITY shall be excess to and shall not contribute to insurance or self-  
3 insurance maintained by GRANTEE. GRANTEE shall notify CITY in writing within  
4 five (5) days after any insurance has been voided by the insurer or cancelled by the  
5 insured.

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

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

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

25 G. Any modification or waiver of these insurance requirements  
26 shall only be made with the approval of CITY's Risk Manager or designee. Not more  
27 frequently than once a year, CITY's Risk Manager or designee may require that  
28 GRANTEE, sub-grantees change the amount, scope or types of coverages required

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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.

21. 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 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,

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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.

22. 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.

23. 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.

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

25. GRANTEE'S FAILURE TO COMPLY WITH ALL REQUIREMENTS AND CONTRACTUAL OBLIGATIONS. The GRANTEE'S failure to comply with any and all

1 of the conditions of this Agreement, referenced herein and made a part hereof, may result  
2 in the denial or rejection of future funding to the GRANTEE from the CITY.

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

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

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

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

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

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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.

CAMBODIAN ASSOCIATION OF AMERICA, a nonprofit corporation organized under the laws of the State of California

February 2<sup>nd</sup>, 2021

By [Signature]  
Name KIMTHAT Kuoct  
Title CEO

\_\_\_\_\_, 2021

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

"GRANTEE"

CITY OF LONG BEACH, a municipal corporation

\_\_\_\_\_, 2021

By \_\_\_\_\_  
City Manager

"CITY"

This Agreement is approved as to form on \_\_\_\_\_, 2021.

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.

CAMBODIAN ASSOCIATION OF AMERICA, a nonprofit corporation organized under the laws of the State of California

February 2<sup>nd</sup>, 2021

By [Signature]  
Name KIMTHAI KNOCH  
Title CEO

February 9, 2021

By [Signature]  
Name LINDA E. TATUM  
Title ASST. CITY MANAGER

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

"GRANTEE"

CITY OF LONG BEACH, a municipal corporation

\_\_\_\_\_, 2021

By \_\_\_\_\_  
City Manager

"CITY"

This Agreement is approved as to form on 2/8, 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



# EXHIBIT "A"

## Scope of Work

**Scope of Work Agreement**

**Healthy Food Projects**

December 1, 2020 – March 20, 2021

This scope of work is between Cambodian Association of America (Grantee) and the City of Long Beach (City).

**I. Overview of Service Responsibilities**

The overarching objective in this Scope of Work (Scope) is to provide food and nutrition-related services and supports to 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 – March 20, 2021 to communities most in need.

Services under this Scope must specifically serve the population and/or location as described in the detailed workplan (Services to be Performed) chart below. The grant period for eligible expenditures will close on March 20, 2021 as outlined in the CARES Act.

The total project budget for the Grantee is not to exceed \$39,997.65.

**II. Services to be Performed**

To meet the food security needs of the Cambodian community in Long Beach, the Grantee will utilize funds to provide direct access to food through grocery deliveries.

Activity	Timeframe	Backup Documentation
Community Ambassadors will order groceries from local Cambodian markets, pick them up, and deliver them to clients. Cambodian Association of America will outreach to a minimum of 1,000 Long Beach community residents, enroll and serve up to 500 unduplicated families into the program, and distribute 608 bags of food (average of 87 bags per week).	12/1/2020 – 3/20/2021	Documentation of meals provided (menus, food purchased, and/or receipts), flyers or other promotional material, demographics collected.
Collect weekly reporting metrics demographics to document number of grocery	12/1/2020 – 3/20/2021	Demographic and program data to be included in monthly report.

bags provided, number of people reached, zip code, and number of total persons residing in household.		
Complete and submit monthly progress and expense reports to the Long Beach Department of Health and Human Services.	2/30/2021 and 3/30/2021	<p>Submit monthly progress and expense reports, using templates to be provided by the LBDHHS/City of Long Beach to <a href="mailto:ciro.aguilar@longbeach.gov">ciro.aguilar@longbeach.gov</a> and <a href="mailto:andrea.fogarty@longbeach.gov">andrea.fogarty@longbeach.gov</a></p> <p>Backup documents to support numbers reached, items purchased, and/or foods provided may include items such as invoices, photos, or flyers.</p>
Upon completion of the contract, complete and submit a narrative "success story" to the Long Beach Department of Health and Human Services.	3/30/2021	<p>Submit success story, and any photos or other program backup to the LBDHHS/City of Long Beach to <a href="mailto:ciro.aguilar@longbeach.gov">ciro.aguilar@longbeach.gov</a> and <a href="mailto:lara.turnbull@longbeach.gov">lara.turnbull@longbeach.gov</a> and <a href="mailto:andrea.fogarty@longbeach.gov">andrea.fogarty@longbeach.gov</a></p>

**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 \$39,997.65 in funding for the delivery of services through cost reimbursement with monthly invoicing and final 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 subcontractors expend funds according to proposed budgetary timelines. In the case that a subcontractor is not efficiently spending down their grant, this tracking process allows for the reallocation of funds to another subcontractor when necessary. Services conducted after March 20, 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:

**Healthy Food Projects Program:**

Number of individuals reached by activity.	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/meals purchased and provided	Monthly
Information on program impact from recipients of services for final report	Close-out Report

# EXHIBIT "B"

Budget

<b>Cambodian Association of America</b>		
<b>Personnel</b>	Lead Community Ambassador Tongratha @\$ 21.60 x 210 hours	4,536
	Community Ambassador #1 @ \$18 x 210 hours	3,780
	Community Ambassador #2 @ \$18 x 210 hours	3,780
	Benefits: 39% of Personnel	4,717
	<b>Total</b>	<b>16,813.00</b>
<b>Operating Expenses</b>	Healthy Food Bags. Approximately 608 bags to be distributed over the contract term. Cost for each bag is estimated at \$35 per bag	21,280
	<b>Total</b>	<b>21,280.00</b>
<b>Subtotal</b>		<b>38,093.00</b>
<b>Administration (5%)</b>		1904.65
<b>TOTAL</b>		<b>39,997.65</b>



# EXHIBIT "C"

City's Representative(s):

Ciro Aguilar

# EXHIBIT "D"

Grantee's Key Employee(s):

Kimthai Kuoch