

1 CARES ACT GRANT AGREEMENT

2 35686

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 LONG BEACH NONPROFIT PARTNERSHIP, INC. DBA THE NONPROFIT
7 PARTNERSHIP, a California nonprofit corporation ("GRANTEE"), with its principal place
8 of business at 4900 E. Conant Street, Building 02, #225, Long Beach, California 90806.

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
20 December 30, 2020; 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, these terms and conditions, including exhibits, the terms of any
24 RFP, if applicable, and the terms and conditions of the GRANTEE'S application, and any
25 amendments thereto as may be approved by the City, are incorporated herein by
26 reference;

27 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
28 conditions in this Agreement, the City and the GRANTEE agree as follows:

1 1. PROJECT. The City agrees to provide funding to the GRANTEE to
2 provide infant care resources to children and families in need ("Project"). The Project
3 description is attached to this Agreement as Exhibit "A" and incorporated herein by
4 reference.

5 2. GRANT FUNDS. The GRANTEE hereby acknowledges and agrees
6 that the City's total contribution for the GRANTEE'S approved project shall not exceed Two
7 Hundred Forty-Nine Thousand Dollars (\$249,000). It is expressly understood and agreed
8 that in no event will the City's total contribution exceed this amount.

9 3. METHOD OF PAYMENT. City's initial payment to the GRANTEE upon
10 or after the effective date of this Agreement shall be One Hundred Thousand Dollars
11 (\$100,000). Additional disbursements shall be contingent upon the City Council of the City
12 approving the available funds.

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

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

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

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

21 B. Single Audit Requirements. Any Grantee expending \$750,000
22 or more in federal funds in a fiscal year may be subject to Single Audit Requirements
23 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)
24 [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)

25 C. Requirement to Address Audit Findings. If any audit,
26 monitoring, investigations, review of awards, or other compliance review reveals any
27 discrepancies, inadequacies, or deficiencies which are necessary to correct in order
28 to maintain compliance with this Agreement, applicable laws, regulations, or the

1 GRANTEE'S obligations hereunder, the GRANTEE agrees to propose and submit
2 to CITY a corrective action plan to correct such discrepancies or inadequacies within
3 twenty-five (25) calendar days after the GRANTEE'S receipt of the findings.

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

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

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

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

24 C. Termination is not an exclusive remedy but will be in addition
25 to any other rights and remedies provided in equity, by law, or under this Agreement,
26 including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 –200.342.
27 Following termination by CITY, GRANTEE shall continue to be obligated to CITY for
28 the return of grant funds in accordance with applicable provisions of this Agreement.

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

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

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

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

25 10. REPRESENTATIONS BY GRANTEE. By acceptance of this
26 Agreement, the GRANTEE makes all the statements, representations, warranties,
27 guarantees, certifications and affirmations included in this Agreement. If applicable, the
28 GRANTEE will comply with the requirements of 31 USC § 3729, which set forth that no

1 Grantee of federal payments shall submit a false claim for payment. If any of the
2 statements, representations, certifications, affirmations, warranties, or guarantees are
3 false or if the GRANTEE signs or executes the Agreement with a false statement or it is
4 subsequently determined that the GRANTEE has violated any of the statements,
5 representations, warranties, guarantees, certifications or affirmations included in this
6 Agreement, then CITY may consider this act a possible default under this Agreement and
7 may terminate or void this Agreement for cause and pursue other remedies available to
8 CITY under this Agreement and applicable law. False statements or claims made in
9 connection with CITY grants may result in fines, imprisonment, and debarment from
10 participating in City, state or federal grants or contracts, and/or other remedy available by
11 law, potentially including the provisions of 38 USC §§ 3801-3812, which details the
12 administrative remedies for false claims and statements made.

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

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

1 13. CERTIFICATION REGARDING LOBBYING. By entering into this
2 Agreement, GRANTEE is certifying:

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

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

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

23 D. This certification is a material representation of fact upon which
24 reliance was placed when this transaction was made or entered into. Submission of
25 this certification is a prerequisite for making or entering into this transaction imposed
26 by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any
27 person who fails to file the required certification shall be subject to a civil penalty of
28 not less than \$10,000 and not more than \$100,000 for each such failure. The

1 GRANTEE certifies or affirms the truthfulness and accuracy of each statement of its
2 certification and disclosure, if any. In addition, GRANTEE understands and agrees
3 that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to this certification and
4 disclosure, if any.

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

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

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

1 provided by this Agreement.

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

7 18. INSURANCE.

8 A. As a condition precedent to the effectiveness of this
9 Agreement, Contractor shall procure and maintain at Contractor's expense for the
10 duration of this Agreement from an insurance company that is admitted to write
11 insurance in the State of California or that has a rating of or equivalent to an A:VIII
12 by A.M. Best and Company the following insurance:

13 i. Commercial general liability insurance or self-insurance
14 equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long
15 Beach, and its officials, employees, and agents as additional insureds on a
16 form equivalent in coverage scope to ISO CG 20 26 11 85 from and against
17 claims, demands, causes of action, expenses, costs, or liability for injury to
18 or death of persons, or damage to or loss of property arising out activities
19 performed by or on behalf of the Contractor in an amount not less than One
20 Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US
21 \$2,000,000) in general aggregate.

22 ii. As applicable, workers' compensation coverage as
23 required by the Labor Code of the State of California and Employer's liability
24 insurance with minimum limits of One Million Dollars (US \$1,000,000) per
25 accident or occupational illness. The policy shall be endorsed with a waiver
26 of the insurer's right of subrogation against the City of Long Beach, and its
27 officials, employees, and agents.

28 iii. If use of vehicles is part of the scope of services, for

1 example, in distributing supplies, commercial automobile liability insurance
2 equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less
3 than Five Hundred Thousand Dollars (US \$500,000) combined single limit
4 (CSL) covering Symbol 1 (any auto).

5 iv. Crime insurance including Employee Dishonesty (Theft)
6 in an amount not less than Two Hundred Fifty Thousand Dollars (US
7 \$250,000) covering the grant funding provided pursuant to this Agreement.
8 Such insurance shall name the City of Long Beach as a loss payee as its
9 interests may appear (ATIMA).

10 B. Any self-insurance program or self-insurance retention must be
11 approved separately in writing by City and shall protect the City of Long Beach, and
12 its officials, employees, and agents in the same manner and to the same extent as
13 they would have been protected had the policy or policies not contained retention
14 provisions. Each insurance policy shall be endorsed to state that coverage shall not
15 be suspended, voided, or canceled by either party except after thirty (30) days prior
16 written notice to City, and shall be primary and not contributing to any other
17 insurance or self-insurance maintained by City.

18 C. Any subcontractors which Contractor may use in the
19 performance of this Agreement shall be required to indemnify the City to the same
20 extent as the Contractor and to maintain insurance in compliance with the provisions
21 of this section.

22 D. Contractor shall deliver to City certificates of insurance and
23 original endorsements for approval as to sufficiency and form prior to the start of
24 performance hereunder. The certificates and endorsements for each insurance
25 policy shall contain the original signature of a person authorized by that insurer to
26 bind coverage on its behalf. "Claims-made" policies are not acceptable unless City
27 Risk Manager determines that "Occurrence" policies are not available in the market
28 for the risk being insured. In a "Claims-made" policy is accepted, it must provide for

1 an extended reporting period of not less than three (3) years. Such insurance as
2 required herein shall not be deemed to limit Contractor's liability relating to
3 performance under this Agreement. City reserves the right to require complete
4 certified copies of all said policies at any time. Any modification or waiver of the
5 insurance requirements herein shall be made only with the approval of City Risk
6 Manager. The procuring of insurance shall not be construed as a limitation on
7 liability or as full performance of the indemnification provisions of this Agreement.

8 19. INDEMNITY.

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

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

1 assist Grantee, as may be reasonably requested, in the defense.

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

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

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

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

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

27 23. GRANTEE'S FAILURE TO COMPLY WITH ALL REQUIREMENTS
28 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 24. 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 25. 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 26. 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 advisors
21 or tax attorneys regarding this transaction or having had an opportunity to do so prior to
22 signing this agreement. Grantee acknowledges the City cannot provide advice regarding
23 the tax consequences or implications of the CRF funds disbursed to Grantee under the
24 terms of this agreement.

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

LONG BEACH NONPROFIT PARTNERSHIP, INC. DBA THE NONPROFIT PARTNERSHIP, a California nonprofit corporation

October 12, 2020, 2020

By Michelle Byrd
Name Michelle Byrd
Title Executive Director

October 12, 2020

By Anne Grignon
Name Anne Grignon
Title Secretary/Treasurer

"Grantee"

CITY OF LONG BEACH, a municipal corporation

October 22, 2020

By Linda J. Jatan
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

This Agreement is approved as to form on Oct. 22, 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 90802-4664

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

EXHIBIT "A"

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Exhibit A
Emergency Supply Distribution
Scope of Work

Overview

The City of Long Beach has responded proactively to the COVID-19 pandemic by opportunities for residents to access resources needed to care for young children. The purpose of the program is to help families' access childcare resources to ensure that you children can remain healthy and safe.

The City will issue a contract with The Nonprofit Partnership, as the Fiscal Agent selected by The Collaboration (A collaborative of Organizations that was created to ensure appropriate distribution of infant care and development supplies to the Long Beach community) continue supply distribution efforts. The Collaboration will procure diapers, wipes, diaper cream and infant formula (infant formula will come from Food Security budget). The Collaboration will continue organizing the distribution of the diapers, wipes, and formula. Distribution effort will include purchasing supplies, coordination of distributions, marketing, community outreach, and communication.

Objectives

1. Provide infant care resources (diapers, wipes, diaper cream, formula, and other items as needed) to children and families in need
2. Partner with organizations to increase access to infant care resources to families across Long Beach
3. Communicate with the Long Beach community regarding opportunities for resources within Long Beach

Scope of Work

The Nonprofit Partnership will purchase and distribute child care resources in Long Beach and coordinate the distribution.

1. Purchase infant care supplies (diapers, wipes, diaper cream, and formula).
2. Coordinate supply distribution and sub-distribution throughout Long Beach. Specifically, partner organizations will include the Long Beach Unified School District, Long Beach Parks, Recreation, and Marine, and The Salvation Army, and Child Care Programs, and additional partners as they become available.
3. The Nonprofit Partnership will produce and translate marketing material to accompany distributions hosted by The Nonprofit Partnership. (Sub-distribution marketing will be produced by sub-distribution organization). The Nonprofit Partnership will share marketing material with Collaborative Partner organizations to share are social media and email. The Nonprofit Partnership will share marketing material with City Council members, and local neighborhood associations.
4. The Nonprofit Partnership will distribute infant care supplies to the community. The Nonprofit Partnership will distribute at least 700 diapers, 700 packages of wipes, 300 containers of diaper Cream, and 300 containers of formula a week. #4 - Updated 10/15/2020 *MB 10/15/2020 AG 10/15/2020*
5. The Nonprofit Partnership will track supply distribution and sub-distributions and report data on supply distribution to the City's Early Childhood Program Manager in weekly increments (number of diapers, number of diaper cream distribution, number of formula distribution, number of wipes, the number of distributions and sub distributions and the zip code of all distributions). Such performance reports are due to the City monthly.
6. The Nonprofit Partnership will provide an updated finance report to the City's Early Childhood Program

Manager monthly, along with all required financial documents.

7. The Nonprofit Partnership will meet monthly with the City's Early Childhood Program Manager to provide an update on the supply distribution, marketing and finance reporting and troubleshoot any issues.
8. The Nonprofit Partnership will provide a final report to the City's Early Childhood Program Manager by January 15th that includes the overall spending budget, quantities of distributions, zip codes of distributions, and at least 2 anecdotal stories (one from a child care provider and one from a family).

Timeline

Following approval of the scope of work and funding, The Nonprofit Partnership can begin purchasing and distributing resources September 17, 2020. All distribution work should be complete by December 30, 2020.

Rates

The Nonprofit Partnership will receive an initial disbursement of \$100,000. Upon City Council approval of a resolution for an exception to procurement policy, the City will disburse the remaining \$149,000 to purchase infant care supplies and coordinate the distribution of supplies. All funding must be spent but December 30, 2020 or returned to the City.

Background and Qualifications

The City of Long Beach has an existing working relationship with the Nonprofit Partnership and the organization is in good financial standing. The City will work with the Nonprofit Partnership and its existing distribution channels due to the urgency of the need for supplies in the community. Coordination of the emergency supply distribution grew innately out of a need for supplies and through the generous support of a handful of donors who were able to supply diapers, school supplies, and other material for child care providers and families, in addition to those who are giving their time. These early donations were temporary but allowed for the formation of a collaboration with various community partners to help get the supplies to the community, especially to those who needed it most. The collaboration includes the Long Beach Department of Health and Human Services, who initially lead to the formation of the collaborative and continue to support the supply distribution with translation and coordination, as needed. The Nonprofit Partnership helped expand the supply distribution and serves as the Fiscal Agent for any costs accrued in the process. The Long Beach Early Childhood Education Committee helps to engage the child care providers in communication about the supplies. Long Beach Unified School District provides free access and use of their warehouse and hosts sub distributions at various school locations. The Long Beach Parks Recreation and Marine also voluntarily hosts additional sub distributions in communities in need. The Salvation Army voluntarily supports the transportation of supplies from the donor warehouse to the Long Beach warehouse and hosts additional sub distributions. The City's hotline continues to receive regular calls asking for the supports that are available through this collaborative. In addition, every sub distribution continues to see growth in community members eager and thankful for the supplies.

The coordination effort has been successful due to the commitment of all partner organizations who are fully volunteering their time, space, and energy to this important work. This commitment allows for a substantial savings due to their continued willingness to provide support for free. This effort will allow for the City's to help formalize the Collaborative's effort to use the majority of the funds to go to the supplies that are needed in the community. Also, since this effort launched in April, many community members are already aware of the distribution process.

City of Long Beach Contact

If there are any questions regarding this proposal, please Alejandra Albarran-Moses, City of Long Beach Early Childhood Coordinator (Alejandra.AlbarranMoses@longbeach.gov or 562-570-4205).

Exhibit B

Budget Document

Emergency Supplies	Diapers, Formula, Diaper Cream, and Wipes	\$203,000.00
	Subtotal	\$203,000.00
Operating Expenses	Personnel	\$25,000.00
	Administrative Expenses	\$11,000.00
	Subtotal	\$36,000.00
Program Marketing	Collateral Development, Outreach, Printing, & Miscellaneous	\$10,000.00
	Subtotal	\$10,000.00
Total		\$249,000.00