

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

CARES ACT GRANT AGREEMENT

**35779**

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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 the CALIFORNIA AQUATIC THERAPY & WELLNESS CENTER, INC., a nonprofit  
7 corporation organized under the laws of the State of California, doing business as POOLS  
8 OF HOPE ("GRANTEE"), with its principal place of business at 6801 Long Beach Blvd.,  
9 Long Beach, California 90805.

10 WHEREAS, the City of Long Beach received a Coronavirus Relief Fund  
11 (CRF) award of \$40,280,000 from the U.S. Treasury, as appropriated in Section 5001 of  
12 the Coronavirus Relief Aid, Relief, and Economic Security Act ("CARES Act"), P.L. 116-  
13 136; and

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

16 WHEREAS, payments from the CRF may only be used to cover costs that:  
17 (1) are necessary expenditures incurred due to the public health emergency with respect  
18 to the COVID-19; (2) were not accounted for in the budget most recently approved as of  
19 March 27, 2020 (the date of enactment of the CARES Act) for the State or government;  
20 and (3) were incurred during the period that begins on March 1, 2020, and ends on  
21 February 28, 2021; and

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

24 WHEREAS, CITY has selected GRANTEE in accordance with CITY's  
25 administrative procedures using a Request for Proposals RFP HE21-010 ("RFP"),  
26 incorporated by this reference as if fully set forth herein, and CITY has determined that  
27 GRANTEE and its employees are qualified, licensed, if so required, and experienced in  
28 performing these specialized services; and

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

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

7           1.     PROJECT. The CITY agrees to provide funding to the GRANTEE to  
8 support populations disproportionately impacted by COVID-19 by partnering with the  
9 priority population to provide youth mentorship and supportive services delivery to increase  
10 social connectedness and spaces among COVID-19. ("Project"). The Project description  
11 and scope of work is attached to this Agreement as Exhibit "A" and incorporated herein by  
12 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 Ten Thousand Dollars (\$10,000). It is expressly understood and agreed that in no event  
16 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 Ten  
19 Thousand Dollars (\$10,000).

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 February 28, 2021. The performance period for this grant is March 1, 2020 to February  
23 28, 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 February 28, 2021 shall be returned to the CITY by February 28, 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

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

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

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

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

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

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

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

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

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

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

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

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

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



1 greatest extent permitted by applicable law.

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

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

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

25           19. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14 20. INDEMNITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CALIFORNIA AQUATIC THERAPY &  
WELLNESS CENTER, INC., a nonprofit  
corporation organized under the laws of the  
State of California, doing business as  
POOLS OF HOPE

7  
8  
9  
10 December 17, 2020

By Patricia Dixon  
Name Patricia Dixon  
Title Executive Director

11  
12  
13 \_\_\_\_\_, 2020

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

"GRANTEE"

CITY OF LONG BEACH, a municipal  
corporation

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18 December 21, 2020

By Linda J. Jabum

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

"CITY"

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21 This Agreement is approved as to form on Dec. 19, 2020.

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23 CHARLES PARKIN, City Attorney

By Abby J. Anderson  
Deputy

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

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## SCOPE OF WORK AGREEMENT

California Aquatic Therapy & Wellness Center, Inc.  
November 23, 2020 – February 28, 2021

This scope of work is between the California Aquatic Therapy & Wellness Center, Inc. dba Pools of Hope (Grantee) and the City of Long Beach (City).

### I. Overview of Service Responsibilities

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

- Provide youth mentorship and supportive services delivery to increase social connectedness and spaces among COVID-19.

### II. Services to be Performed:

SERVICE/SCOPE	IMPLEMENTATION	TIMELINE	DELIVERABLE
Increase social Connectedness and spaces among COVID-19, impacted youth through mentorship and supportive services delivery.	Provide in-person mentoring, wellness and recreational services with social distancing at Pools of Hope's facility which will encourage a wide modality of arts, culture and exercise:	11/23/20- 2/28/21	1. Increase access to adult and peer allies for 100 youth  2. Increase linkage to supportive services for 100 youth
Increase social Connectedness and spaces among COVID-19, impacted youth through mentorship and supportive services delivery.	Provide online wellness classes with COVID-19 prevention education.	11/23/20- 2/28/21	30 youth
Increase social Connectedness and spaces among COVID-19, impacted youth through mentorship and supportive services delivery.	Provide tutoring and homework assistance through Achieving Academic Excellence.	11/23/20- 2/28/21	25 youth



**III. City Responsibilities**

The City will appoint an employee to liaise between Grantee and the City of Long Beach to administer the grant. The City will provide \$10,000 in funding for the delivery of services through 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 to the City. At contract closeout, Grantee shall submit the metrics met to date, a brief narrative explaining any barriers or areas where they may need support, and funds expended to date. The awarded organizations will be receiving support and communication with City staff throughout the process so that problems can be solved early. Any funds that may not be expended may be redirected to other non-profit(s) if metrics are not being met or funds are not being expended according to the plan.

The City will track fund expenditures to ensure subcontractors expend funds according to proposed budgetary timelines. In the case that a subcontractor is not efficiently spending down their grant, this tracking process allows for the reallocation of funds to another subcontractor when necessary. Grantee will report on the metrics below:

Direct Service Metrics	Timeline
Number of clients served, linked to services, contacted via phone, face to face, and on social media.	Monthly: 100 youth - 11/23/20 – 2/28/21
Number of youth connected to peer educations, number of COVID-19 educational resource workshops	Monthly: 30 youth- 11/23/20 – 2/28/21
Number of youth connected to an adult ally to assist with youth development opportunities	Monthly: 25 youth - 11/23/20 – 2/28/21

Demographic Metrics	Anticipated Updates
Participant's ZIP Code	Monthly
Participant Race	Monthly
Primary Language	Monthly
Age(s)	Monthly

# EXHIBIT "B"

Budget

Budget Document – California Aquatic Therapy & Wellness Center  
 Youth Leadership Services, CARES 2020

Personnel Expenses	Executive Director, Pools of Hope Program Staff	\$7,280
		<b>Subtotal</b> \$7,280
Program Materials	Supplies, materials, outreach, incentives/ prizes	\$2,244
		<b>Subtotal</b> \$2,244
Administrative (5% cap)	Administrative/Overhead	\$476
		<b>Subtotal</b> \$476
<b>Total</b>		<b>\$10,000</b>

# EXHIBIT "C"

City's Representative(s):

Joy Warren and Ana Lopez

# EXHIBIT "D"

Grantee's Key Employee(s):

Patricia Dixon

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