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CARES ACT GRANT AGREEMENT

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THIS CARES ACT GRANT AGREEMENT ("Agreement") is made and entered, in duplicate, as of October 6, 2020, for reference purposes only, pursuant to Chapters 2.69 and 2.85 of the Long Beach Municipal Code, by and between CALIFORNIA STATE UNIVERSITY, LONG BEACH RESEARCH FOUNDATION (GRANTEE), with a place of business at 6300 E. State University Dr. Suite #332 Long Beach, CA 90815, and the CITY OF LONG BEACH, a municipal corporation (the City).

WHEREAS, the City of Long Beach received a Coronavirus Relief Fund (CRF) award of \$40.3 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 December 30, 2020; and

WHEREAS, Long Beach Black residents are more likely to die from COVID-19 illness. While they make up 13% of the population, they account for about 14% of hospitalizations and 20% of deaths from coronavirus. In Long Beach the COVID-19 death rate for Blacks who fall ill with COVID-19 is 4.47 per 10,000; this is 30.3% higher compared to the death rate for Whites who fall ill with COVID-19 (3.43 per 10,000); and

WHEREAS, this data suggests that the likelihood of COVID-19 mortality is significantly higher when Black residents are hospitalized. This is connected to the

1 underlying health conditions most likely to exacerbate COVID-19 leading to higher levels
2 of illness; and

3 WHEREAS, the real-life needs of Black people have been historically
4 overlooked and undervalued in the creation of economic policies. Many Black people also
5 serve as essential workers, which place them at higher risk for COVID-19 infection and
6 ultimately family and community transmission; and

7 WHEREAS, research suggests that poor health outcomes among Black
8 populations may be a consequence of inequities related to poverty, education, lack of
9 access to healthcare, homelessness, and/or overall economic insecurity; and

10 WHEREAS, the City is the fiscal agent and grantee for the CARES Act funds
11 and shall appropriate the funds to help offset City costs in response to the pandemic,
12 reduce the impacts of the pandemic on our residents and businesses, and fund several
13 City activities not supported by any other available external source; and

14 WHEREAS, the City shall utilize the allocated portion of the CARES Act funds
15 for the development and execution of a Black Health Equity Program to allow engagement
16 with community organizations serving Black residents and grants to Community Based
17 Organizations to build capacity to provide education, outreach, and health supports; and

18 WHEREAS, the disproportionate health impact of COVID-19 in the Black
19 Community led to the development of the Black Health Equity Collaborative ("PROJECT"),
20 a community-driven empowerment model designed to promote health equity as a critical
21 aspect of Long Beach Black Community culture by ensuring that the prospects for good
22 health are not limited by where we live, how much money we make, or discrimination we
23 face; and

24 WHEREAS, GRANTEE provides and has experience in conducting
25 community-based research, programming, and evaluation in Black populations; and

26 WHEREAS, City and GRANTEE wish to mutually cooperate and collaborate
27 with each other for the purpose of creating and sustaining the PROJECT; and

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

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

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

9 1. PROJECT. The City agrees to provide funding to the GRANTEE for
10 the development and implementation of the Black Health Equity Collaborative ("Project").
11 The Project description is attached to this Agreement as Exhibit "A" and incorporated by
12 this 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 Sixty Six Thousand Eight Hundred Dollars (\$66,800). GRANTEE hereby acknowledges
16 and agrees that Twenty-Six Thousand Eight Hundred Dollars (\$26,800) of the City's total
17 contribution is intended to fund four (4) GRANTEE student intern stipends paid by the
18 GRANTEE to student interns. It is expressly understood and agreed that in no event will
19 the City's total contribution exceed this amount.

20 3. METHOD OF PAYMENT. City shall pay GRANTEE in due course of
21 payments following receipt from GRANTEE and approval by City of invoices showing the
22 services or task performed for the implementation of a cost reimbursement budget. Services
23 will be reimbursed to GRANTEE for project-related expenses. GRANTEE shall certify on the
24 invoices that GRANTEE has performed the services in full conformance with this
25 Agreement and is entitled to receive payment. Each invoice shall be submitted on agency
26 letterhead, and shall be accompanied by supporting documentation of services rendered and
27 a progress report indicating the progress to date of services performed and covered by the
28 invoice, including a brief statement of any project problems and potential causes of delay

1 in performance, and listing those services that are projected for performance by GRANTEE
2 during the next invoice cycle.

3 4. PERFORMANCE PERIOD; FUND APPLICATION. Funding has been
4 authorized for eligible expenditures related to the Project incurred between March 1, 2020
5 and May 31, 2021. The performance period for this grant is March 1, 2020 to May 31, 2021.
6 All expenditures must be incurred, and all services must be provided within the
7 performance period. CITY will not be obligated to reimburse expenses incurred after the
8 performance period, and GRANTEE will be obligated to repay CITY for any funds received
9 but not expended within the performance period. Funding shall be expended for authorized
10 eligible expenditures in accordance with the Project budget, delineated in the Project
11 submittal attached hereto and incorporated by reference as Exhibit "B". When required to
12 do so in writing, the GRANTEE shall repay the CITY for any amounts disbursed that the
13 CITY determines were not used for authorized purposes, or were used in violation of
14 Federal, State, or City statutes, regulations or guidelines. The CITY may also withhold such
15 amounts from any allowable reimbursement request of the GRANTEE.

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

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

28 A. Cooperation with Monitoring, Audits, and Records

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

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

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

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

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

28 A. In the event Grantee fails to perform or comply with an

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

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

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

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

28 8. RECAPTURE OF FUNDS. The discretionary right of CITY to

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

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

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

28 11. CONFLICT OF INTEREST. GRANTEE, by executing this Agreement,

1 certifies that, at the time GRANTEE executes this Agreement and for its duration,
2 GRANTEE does not and will not perform services for any other client which would create
3 a conflict, whether monetary or otherwise, as between the interests of City and the interests
4 of that other client. And, GRANTEE shall obtain similar certifications from GRANTEE's
5 employees, subconsultants and contractors.

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

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

22 14. CERTIFICATION REGARDING LOBBYING. By entering into this
23 Agreement, GRANTEE is certifying:

24 A. No Federal appropriated funds have been paid or will be paid,
25 by or on behalf of the GRANTEE, to any person for influencing or attempting to
26 influence an officer or employee of an agency, a Member of Congress, an officer or
27 employee of Congress, or an employee of a Member of Congress in connection with
28 the awarding of any Federal contract, the making of any Federal grant, the making

1 of any Federal loan, the entering into of any cooperative agreement, and the
2 extension, continuation, renewal, amendment, or modification of any Federal
3 contract, grant, loan, or cooperative agreement.

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

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

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

26 15. INDEPENDENT CONTRACTOR. In performing its services,
27 GRANTEE is and shall act as an independent contractor and not an employee,
28 representative or agent of City. GRANTEE shall have control of GRANTEE’s work and the

1 manner in which it is performed. GRANTEE shall be free to contract for similar services to
2 be performed for others during this Agreement. GRANTEE acknowledges and agrees that
3 (a) City will not withhold taxes of any kind from GRANTEE's compensation; (b) City will not
4 secure workers' compensation or pay unemployment insurance to, for or on GRANTEE's
5 behalf; and (c) City will not provide and GRANTEE is not entitled to any of the usual and
6 customary rights, benefits or privileges of City employees. GRANTEE expressly warrants
7 that neither GRANTEE nor any of GRANTEE's employees or agents shall represent
8 themselves to be employees or agents of City.

9 16. ASSIGNMENT AND SUBCONTRACTING. This Agreement
10 contemplates the personal services of GRANTEE and GRANTEE's employees, and the
11 parties acknowledge that a substantial inducement to City for entering this Agreement was
12 and is the professional reputation and competence of GRANTEE and GRANTEE's
13 employees. GRANTEE shall not assign its rights or delegate its duties under this
14 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
15 of City, except that GRANTEE may with the prior approval of the City Manager of City,
16 assign any moneys due or to become due GRANTEE under this Agreement. Any
17 attempted assignment or delegation shall be void, and any assignee or delegate shall
18 acquire no right or interest by reason of an attempted assignment or delegation.
19 Furthermore, GRANTEE shall not subcontract any portion of its performance without the
20 prior approval of the City Manager or designee, or substitute an approved subconsultant
21 or contractor without approval prior to the substitution. Nothing stated in this Section shall
22 prevent GRANTEE from employing as many employees as GRANTEE deems necessary
23 for performance of this Agreement.

24 17. MATERIALS. GRANTEE shall furnish all labor and supervision,
25 supplies, materials, tools, machinery, equipment, appliances, transportation and services
26 necessary to or used in the performance of GRANTEE's obligations under this Agreement.

27 18. OWNERSHIP OF DATA. All materials, information and data
28 prepared, developed or assembled by GRANTEE or furnished to GRANTEE in connection

1 with this Agreement, including but not limited to documents, estimates, calculations,
2 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
3 models, reports, summaries, drawings, designs, notes, plans, information, material and
4 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
5 and City shall have the unrestricted right to use and disclose the Data in any manner and
6 for any purpose without payment of further compensation to GRANTEE. Copies of Data
7 may be retained by GRANTEE but GRANTEE warrants that Data shall not be made
8 available to any person or entity for use without the prior approval of City. This Agreement
9 and documentation prepared or developed as part of GRANTEE's proposal to City for
10 awarding of this Agreement shall not be considered confidential data. This warranty shall
11 survive termination of this Agreement for five (5) years.

12 19. CONFIDENTIALITY. GRANTEE shall keep all Data confidential and
13 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
14 performing its services, during the term of this Agreement and for five (5) years following
15 expiration or termination of this Agreement. In addition, GRANTEE shall keep confidential
16 all information, whether written, oral or visual, obtained by any means whatsoever in the
17 course of performing its services for the same period of time. GRANTEE shall not disclose
18 any or all of the Data to any third party, or use it for GRANTEE's own benefit or the benefit
19 of others except for the purpose of this Agreement.

20 20. BREACH OF CONFIDENTIALITY. GRANTEE shall not be liable for
21 a breach of confidentiality with respect to Data that: (a) GRANTEE demonstrates
22 GRANTEE knew prior to the time City disclosed it; or (b) is or becomes publicly available
23 without breach of this Agreement by GRANTEE; or (c) a third party who has a right to
24 disclose does so to GRANTEE without restrictions on further disclosure; or (d) must be
25 disclosed pursuant to legal process.

26 21. ADDITIONAL COSTS. Any costs incurred by City due to GRANTEE's
27 failure to meet the standards required by the scope of work or GRANTEE's failure to
28 perform fully the tasks described in the scope of work which, in either case, causes City to

1 request that GRANTEE perform again all or part of the Scope of Work shall be at the sole
2 cost of GRANTEE and City shall not pay any additional compensation to GRANTEE for its
3 re-performance.

4 22. AMENDMENT. This Agreement, including all Exhibits, shall not be
5 amended, nor any provision or breach waived, except in writing signed by the parties which
6 expressly refers to this Agreement.

7 23. LAW. This Agreement shall be construed in accordance with the laws
8 of the State of California, and the venue for any legal actions brought by any party with
9 respect to this Agreement shall be the County of Los Angeles, State of California for state
10 actions and the Central District of California for any federal actions.

11 24. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
12 constitutes the entire understanding between the parties and supersedes all other
13 agreements, oral or written, with respect to the subject matter in this Agreement.

14 25. 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, including attorneys' fees, court costs, expert and witness fees,
20 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
21 in part, out of or in connection with (1) GRANTEE's breach or failure to comply with
22 any of its obligations contained in this Agreement, including any obligations arising
23 from the Project's compliance with or failure to comply with applicable laws,
24 including all applicable federal and state labor requirements including, without
25 limitation, the requirements of California Labor Code section 1770 *et seq.* or (2)
26 negligent or willful acts, errors, omissions or misrepresentations committed by
27 GRANTEE, its officers, employees, agents, subcontractors, or anyone under
28 GRANTEE's control, in the performance of work or services under this Agreement

1 (collectively "Claims" or individually "Claim").

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

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

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

18 26. ADVERTISING. GRANTEE shall not use the name of City, its officials
19 or employees in any advertising or solicitation for business or as a reference, without the
20 prior approval of the City Manager or designee.

21 27. NONDISCRIMINATION.

22 A. In connection with performance of this Agreement and subject
23 to applicable rules and regulations, GRANTEE shall not discriminate against any
24 employee or applicant for employment because of race, religion, national origin,
25 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
26 disability. GRANTEE shall ensure that applicants are employed, and that
27 employees are treated during their employment, without regard to these bases.
28 These actions shall include, but not be limited to, the following: employment,

1 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
2 termination; rates of pay or other forms of compensation; and selection for training,
3 including apprenticeship.

4 B. It is the policy of City to encourage the participation of
5 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
6 procurement process, and GRANTEE agrees to use its best efforts to carry out this
7 policy in its use of subconsultants and contractors to the fullest extent consistent
8 with the efficient performance of this Agreement. GRANTEE may rely on written
9 representations by subconsultants and contractors regarding their status.
10 GRANTEE shall report to City in May and in December or, in the case of short-term
11 agreements, prior to invoicing for final payment, the names of all subconsultants
12 and contractors hired by GRANTEE for this Project and information on whether or
13 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
14 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

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

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

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

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

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

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

13 33. CONSTRUCTION OF CONTRACT. The masculine shall be deemed
14 to embrace and include the feminine and/or neuter genders and the singular shall be
15 deemed to embrace and include the plural whenever required in the context of this
16 Agreement.

17 34. NON-DEBARMENT REQUIREMENTS. The GRANTEE certifies,
18 and, if the CITY, State of California or the United States Federal government requires shall
19 further certify that they were not debarred by the State of California or the United States
20 Federal government at the time of submitting a proposal, and hereby certifies and will
21 further certify that the GRANTEE shall immediately notify the CITY should their debarment
22 status change anytime during the performance period.

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

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

3 36. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
4 accordance with the provisions of the Ordinance, this Agreement is subject to the
5 applicable provisions of the Equal Benefits Ordinance ("EBO"), section 2.73 et seq. of the
6 Long Beach Municipal Code, as amended from time to time.

7 A. During the performance of this Agreement, the GRANTEE
8 certifies and represents that the GRANTEE will comply with the EBO. The
9 GRANTEE agrees to post the following statement in conspicuous places at its place
10 of business available to employees and applicants for employment:

11 "During the performance of a contract with the City of Long Beach, the
12 GRANTEE will provide equal benefits to employees with spouses and its
13 employees with domestic partners. Additional information about the City of
14 Long Beach's Equal Benefits Ordinance may be obtained from the City of
15 Long Beach Business Services Division at 562-570-6200."

16 B. The failure of the GRANTEE to comply with the EBO will be
17 deemed to be a material breach of the Agreement by the City.

18 C. If the GRANTEE fails to comply with the EBO, the City may
19 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
20 to become due under the Agreement may be retained by the City. The City may
21 also pursue any and all other remedies at law or in equity for any breach.

22 D. Failure to comply with the EBO may be used as evidence
23 against the GRANTEE in actions taken pursuant to the provisions of Long Beach
24 Municipal Code 2.93 et seq., Contractor Responsibility.

25 E. If the City determines that the GRANTEE has set up or used its
26 contracting entity for the purpose of evading the intent of the EBO, the City may
27 terminate the Agreement on behalf of the City. Violation of this provision may be
28 used as evidence against the GRANTEE in actions taken pursuant to the provisions

1 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

2 37. NOTICES. Any notice or approval required by this Agreement shall
3 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
4 postage prepaid, addressed to GRANTEE at the address first stated above, and to City at
5 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
6 to the City Engineer at the same address. Notice of change of address shall be given in
7 the same manner as stated for other notices. Notice shall be deemed given on the date
8 deposited in the mail or on the date personal delivery is made, whichever occurs first.

9 38. COPYRIGHTS AND PATENT RIGHTS.

10 A. GRANTEE shall place the following copyright protection on all
11 Data: © City of Long Beach, California _____, inserting the appropriate year.

12 B. City reserves the exclusive right to seek and obtain a patent or
13 copyright registration on any Data or other result arising from GRANTEE's
14 performance of this Agreement. By executing this Agreement, GRANTEE assigns
15 any ownership interest GRANTEE may have in the Data to City.

16 C. GRANTEE warrants that the Data does not violate or infringe
17 any patent, copyright, trade secret or other proprietary right of any other party.
18 GRANTEE agrees to and shall protect, defend, indemnify and hold City, its officials
19 and employees harmless from any and all claims, demands, damages, loss, liability,
20 causes of action, costs or expenses (including reasonable attorney's fees) whether
21 or not reduced to judgment, arising from any breach or alleged breach of this
22 warranty.

23 39. 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 40. WAIVER. The acceptance of any services or the payment of any
3 money by City shall not operate as a waiver of any provision of this Agreement or of any
4 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
5 Agreement shall not constitute a waiver of any other or subsequent breach of this
6 Agreement.

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

18 42. SYSTEM FOR AWARD MANAGEMENT (SAM) REQUIREMENTS.

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

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

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

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

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

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

24 45. INSURANCE.

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

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

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

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

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

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

28 B. Any self-insurance program, self-insured retention, or

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

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

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

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

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

1 available to City's Risk Manager or designee all books, records and other
2 information relating to this insurance, during normal business hours.

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

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

12 46. AUDIT. City shall have the right at all reasonable times during the
13 term of this Agreement and for a period of five (5) years after termination or expiration of
14 this Agreement to examine, audit, inspect, review, extract information from and copy all
15 books, records, accounts and other documents of GRANTEE relating to this Agreement.

16 47. THIRD PARTY BENEFICIARY. This Agreement is not intended or
17 designed to or entered for the purpose of creating any benefit or right for any person or
18 entity of any kind that is not a party to 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.

CALIFORNIA STATE UNIVERSITY, LONG BEACH RESEARCH FOUNDATION

10/8/, 2020

By [Signature]
Name Simon Kim
Title AVP Research & Sponsored Program

10/8, 2020

By [Signature]
Name Maria Reyes
Title Director, Research & Sponsored Programs

"GRANTEE"

CITY OF LONG BEACH, a municipal corporation

October 22, 2020

By [Signature]
City Manager

"City" AUTHORIZED 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

EXHIBIT "A"

SCOPE OF WORK AGREEMENT

California State University, Long Beach - Dr. Amber Johnson
October 15, 2020 – May 30, 2021

This scope of work is between the California State University, Long Beach Research Foundation (CSULB) and the City of Long Beach (City).

I. Overview of Service Responsibilities

The disproportionate health impact of COVID-19 in the Black Community led to the development of the Black Health Equity Coalition (BHEC). The BHEC is a community-driven empowerment model designed to promote health equity as a critical aspect of Long Beach Black community culture by ensuring that the prospects for good health are not limited by where we live, how much money we make, or discrimination we face. The BHEC creates a transformative and culturally responsive interdisciplinary workforce by integrating the expertise of Long Beach community service providers, public health workers, student trainees, community organizations and agencies, and other systems of public support. The proposed partnership brings the expertise of Dr. Amber Johnson, an Assistant Professor in the CSULB Department of Health Science as the BHEC Program Coordinator. Dr. Johnson has over 15 years of experience conducting community-based research, programming, and evaluation in Black populations.

As the BHEC Program Coordinator, CSULB Professor Dr. Johnson agrees to implement all activities in this Scope of Work (SOW). To achieve these strategies, Dr. Johnson will provide professional support in the development, implementation, administration, and management of BHEC programming by establishing partnership agreements with participating community organizations and small business partners. Dr. Johnson will also analyze and interpret health data related to Black health disparities to develop conclusions and make recommendations for improvement in service delivery, community service programming, performance, and attainment of grant goals.

II. Services to be Performed:

SERVICE	IMPLEMENTATION	TIMELINE	DELIVERABLE
Identify and train student interns.	Interns support and assist with the implementation of the BHEC.	10/20/20- 11/15/20	Recruit, hire and train 4 student interns.
BHEC Development and Coordination	Coordinates and/or provides professional support in the development, implementation, monitoring, administration, and management of the BHEC.	10/15/20- 5/30/21	Develop Requests for Proposals (RFP) for Black Health Equity Fund. At least 15 partnership agreements with Black-serving organizations and businesses to establish BHEC. Bi-weekly phone calls or video sessions with BHEC organizations to

			ensure services are being provided.
Key Metrics Reporting	Internally tracks program metrics weekly and provides City staff with monthly updates on key metrics for BHEC.	10/15/20-12/31/2020	Monthly update on key metrics
BHEC Communications Outreach	Develops and implements communication strategies for the BHEC, including outreach and enrollment messaging. Prepares and presents grant program and service information at public meetings and events.	10/15/20- 10/31/20	Print and digital recruitment materials and organize an information session for BHEC partners.
Data Analysis and Evaluation	Analyzes and interprets health data related to Black health disparities to develop conclusions. Draws upon the data to recommend improvement in service delivery, community service programming, performance, and attainment of subcontract goals. Performs community health research, assessment, and analysis on best practices related to Black health equity and prepares information to share with City and community stakeholders.	10/15/20- 5/30/21	Final report that highlights key findings and recommendations for program improvement and sustainability by 5/30/21 unless otherwise extended by the City at its sole discretion.
BHEC Sustainability	Establishes and/or maintains relationships and serves as liaison to BHEC partners and stakeholders, including agencies related to grant-funded programs and services. Coordinates public meetings and events to implement Black Health Equity Fund coordination activities.	10/15/20-5/30/21	BHEC sustainability plan

III. City Responsibilities

The City will appoint an employee who liaise between Dr. Amber Johnson and the City of Long Beach to promote BHEC programmatic sustainability. The City will also keep abreast of funding opportunities for the long-term financial sustainability of the BHEC. The City will maintain ownership of data and agree to share said data with BHEC members and CSULB to support data dissemination efforts.

IV. Sub-Recipient Monitoring and Tracking

Several metrics will track the allocation of funds, the degree to which the services were implemented as planned, program participation, and the establishment of the Black Health Equity Collaborative. Process variables for data collection will include: (1) number of clients receiving mental health services; (2) number of participants receiving direct services, and (3) CBO or nonprofit satisfaction. The BHEC Coordinator will work with community members to determine service reach, frequency, and impact. Participants receiving direct services from Black Health Equity funds will be selected to complete pre- and post-test surveys at intake and program completion to measure program satisfaction. All CBOs and nonprofits who participate in the infrastructure support trainings will also complete pre- and post-test surveys to measure their organizational growth. The analysis of pre- and post-test data will indicate if the Black Health Equity Collaborative achieved program goals. The BHEC Coordinator will provide a cumulative report to the Program Manager in May 2021 to share the fund's impact in the Black community in Long Beach. The BHEC Manager will publicly disseminate the annual report to community members and leaders who participated in the reconciliation process to discuss future recommendations and sustainability plans.

The Program Analyst 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.

Direct Service Metrics	Timeline
Number of partnership agreements	Monthly
BHEC Status Report toward Strategies 1-2: <ul style="list-style-type: none"> • Number and percent of Mental Health Providers who met their service goals (Strategy 1) • Number and percent of Community Service Providers who meet their service goals (Strategy 2) 	Monthly
Report of BHEC strengths, challenges, and additional support needed (300 words)	Monthly

Demographic Metrics	Timeline
Participant's ZIP Code	Monthly
Ethnic background (check boxes)	Monthly

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| <ul style="list-style-type: none">a. Africanb. African-Americanc. Afro-Caribbeand. Afro-Latinxe. Other | |
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MR

EXHIBIT “B”

EXHIBIT B - Budget

The City will provide a one-time payment to CSULB in the amount of \$66,800 for services and submission of stated deliverables. This payment will provide \$40,000 funding for course release time (two courses) for Dr. Amber Johnson and four (4) student interns in the amount of \$26,800. The City will serve as the fiscal agent for the CARES Act Black Health Equity Fund.