



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 providing health  
9 education about COVID-19 prevention ("Project"). The Project description and scope of  
10 work is attached to this Agreement as Exhibit "A" and incorporated herein by reference.

11 2. GRANT FUNDS. The GRANTEE hereby acknowledges and agrees  
12 that the CITY's total contribution for the GRANTEE's approved project shall not exceed  
13 Twenty Thousand Dollars (\$20,000). It is expressly understood and agreed that in no event  
14 will the CITY's total contribution exceed this amount.

15 3. METHOD OF PAYMENT. The CITY shall make available to the  
16 GRANTEE upon or after the effective date of this Agreement a total amount of Twenty  
17 Thousand Dollars (\$20,000).

18 4. PERFORMANCE PERIOD; FUND APPLICATION. Funding has been  
19 authorized for eligible expenditures related to the Project incurred between March 1, 2020  
20 and December 30, 2020. The performance period for this grant is March 1, 2020 to  
21 December 30, 2020. All expenditures must be incurred, and all services must be provided  
22 within the performance period. CITY will not be obligated to reimburse expenses incurred  
23 after the performance period, and GRANTEE will be obligated to repay CITY for any funds  
24 received but not expended within the performance period. All funds not expected to be  
25 expended by December 30, 2020 shall be returned to the CITY by December 10, 2020,  
26 unless otherwise negotiated in writing in advance between the parties. Funding shall be  
27 expended for authorized eligible expenditures in accordance with the Project budget,  
28 delineated in the Project submittal attached hereto and incorporated by reference as

1 Exhibit "B". When required to do so in writing, the GRANTEE shall repay the CITY for any  
2 amounts disbursed that the CITY determines were not used for authorized purposes, or  
3 were used in violation of Federal, State, or City statutes, regulations or guidelines. The  
4 CITY may also withhold such amounts from any allowable reimbursement request of the  
5 GRANTEE.

6 5. COORDINATION AND ORGANIZATION.

7 A. GRANTEE shall coordinate its performance with CITY's  
8 representative, if any, named in Exhibit "C", attached to this Agreement and  
9 incorporated by this reference. GRANTEE shall advise and inform CITY's  
10 representative of the work in progress on the Project in sufficient detail so as to  
11 assist CITY's representative in making presentations and in holding meetings on the  
12 Project.

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

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

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

1 expenditure of public funds. Additionally:

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

10           B. Single Audit Requirements. Any Grantee expending \$750,000  
11 or more in federal funds in a fiscal year may be subject to Single Audit Requirements  
12 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)  
13 [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)

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

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

27           8. TERMINATION. The CITY may, in its sole discretion, terminate this  
28 Agreement for convenience or otherwise, without recourse, liability or penalty against

1 CITY, upon written notice to GRANTEE. Additionally:

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

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

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

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

1 remain in effect after the expiration or termination of this Agreement.

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

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

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

1 administrative remedies for false claims and statements made.

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

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

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

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

28 B. If any funds other than Federal appropriated funds have been

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

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

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

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



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

10           17. 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           18. 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           19. 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  
12 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and  
13 this insurance shall contain no special limitations on the scope of protection  
14 given to CITY, its boards and commissions, and their officials, employees  
15 and agents. This policy shall be endorsed to state that the insurer waives  
16 its right of subrogation against CITY, its boards and commissions, and their  
17 officials, 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

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

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

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

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

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

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

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

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

13 20. INDEMNITY.

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

28 B. In addition to GRANTEE's duty to indemnify, GRANTEE shall

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

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

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

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

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

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

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

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

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

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

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

24           28. TAX IMPLICATIONS AND CONSEQUENCES. The CITY makes no  
25 representations as to the tax consequences associated with the disbursement of CRF  
26 funds related to this agreement, and any determination related to this issue is the sole  
27 responsibility of the GRANTEE. GRANTEE acknowledges consulting with its own tax  
28 advisors or tax attorneys regarding this transaction or having had an opportunity to do so

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

1 prior to signing this agreement. GRANTEE acknowledges the CITY cannot provide advice  
2 regarding the tax consequences or implications of the CRF funds disbursed to GRANTEE  
3 under the terms of this agreement.

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OFFICE OF THE CITY ATTORNEY  
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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.

SHARED SCIENCE, a nonprofit corporation organized under the laws of the State of California, as the fiscal agent for ETES INC., a California corporation, doing business as MAKERSVILLE

12-01- 2020

By [Signature]  
Name Michelle Wells  
Title Board President

12-01- 2020

By [Signature]  
Name QUINCY VALETTA  
Title TREASURER

ETES INC., a California corporation, doing business as MAKERSVILLE

12-01- 2020

By [Signature]  
Name PATRICIA TSOLASUR  
Title President

\_\_\_\_\_, 2020

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

"GRANTEE"

CITY OF LONG BEACH, a municipal corporation

\_\_\_\_\_, 2020

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

"CITY"

This Agreement is approved as to form on December 8, 2020.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy



# EXHIBIT "A"

## SCOPE OF WORK AGREEMENT

Shared Science, as the fiscal agent for ETES Inc., DBA Makersville  
November 9, 2020 – December 30, 2020

This scope of work is between Shared Science, as the fiscal agent for ETES Inc., DBA Makersville (Grantee) and the City of Long Beach (City).

### I. Overview of Service Responsibilities

As a grantee of the Nonprofit Direct 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 health education about COVID-19 prevention.

The grant period for eligible expenditures will close on December 30, 2020 as outlined in the CARES Act.

### II. Services to be Performed:

SERVICE/SCOPE	IMPLEMENTATION	TIMELINE	DELIVERABLE
Provide health education about COVID-19 prevention.	Create educational videos on making masks for COVID-19 prevention in multiple languages  <i>*Prior to public release, videos will need to be approved by the City's Joint Information Center</i>	11/09/20- 12/30/20	10 of COVID-19 prevention videos made per month  500 of views of each video

### 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 \$20,000 in funding for the delivery of services through a one-time direct payment method.

### IV. Sub-Recipient Monitoring and Tracking

Grantee shall track program metrics internally on a weekly basis and provide monthly program metric updates to the City. Grantee is also required to submit monthly financial expenditures 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:

<b>Direct Service Metrics</b>	<b>Timeline</b>
Number of COVID-19 prevention videos made per month	Monthly
Number of views of each video	Monthly

<b>Demographic Metrics</b>	<b>Anticipated Updates</b>
Participant Race	Monthly
Primary Language	Monthly

# EXHIBIT “B”

Budget Document – Shared Science, as the fiscal agent for ETES Inc., DBA  
Makersville

Non-Profit Direct Services, CARES Act 2020

Personnel Expenses	Project Manger	\$7,548
	Video Technician and Prep	\$2,750
	Project Advisor	\$1,750
	Subtotal	\$12,048
Program Materials	Multi-lingual video content	\$7,000
	Subtotal	\$7,000
Administrative	Administrative/Overhead (5% cap)	\$952
	Subtotal	\$952
	Total	\$20,000

# EXHIBIT “C”

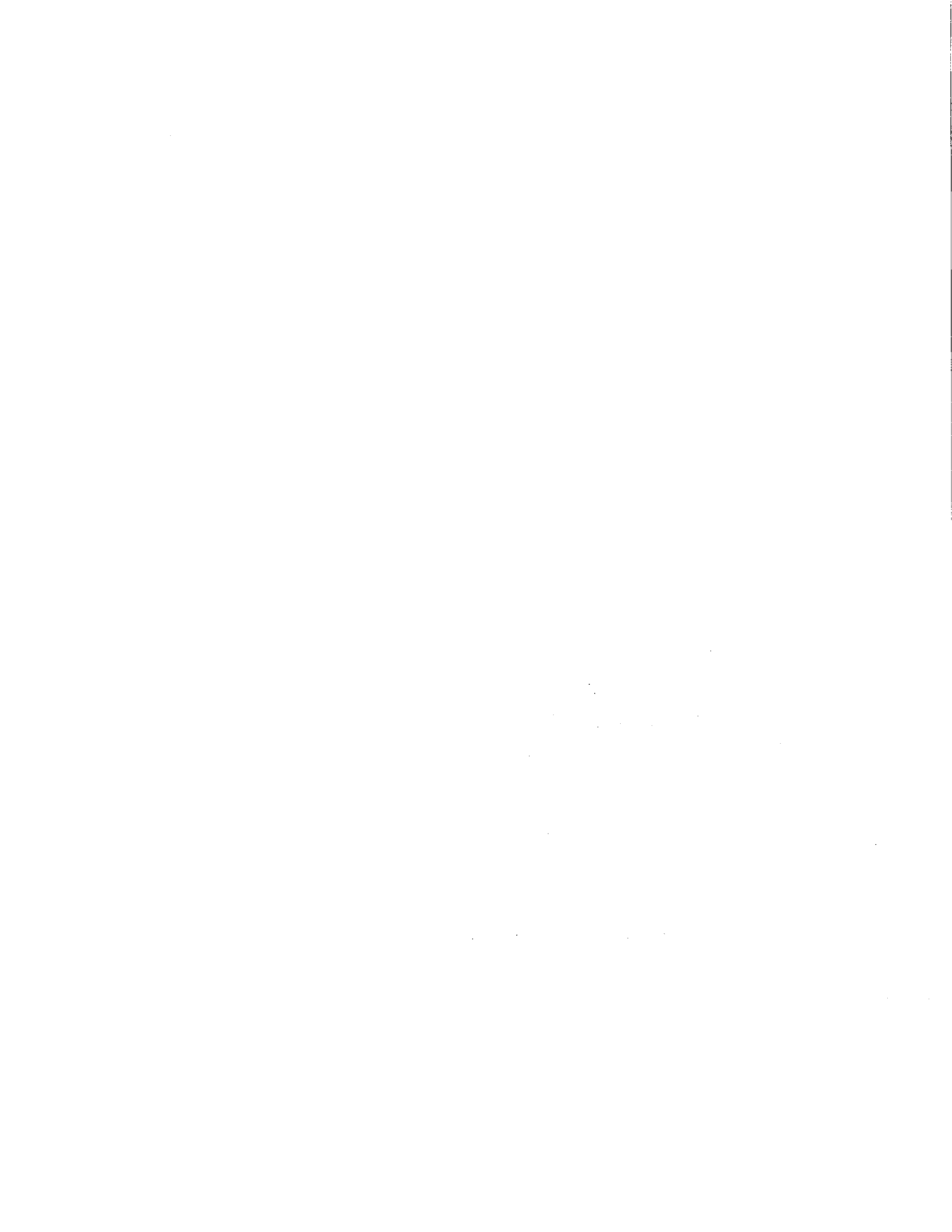
City’s Representative:

Janaya Nichols

# EXHIBIT “D”

Grantee’s Key Employee:

Michelle Wells





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

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CARES ACT GRANT AGREEMENT

THIS CARES ACT GRANT AGREEMENT, ("Agreement") is made and entered into by and between the CITY OF LONG BEACH ("CITY"), a municipal corporation, with its principal place of business at 411 West Ocean Blvd., Long Beach, California 90802, and SHARED SCIENCE, a nonprofit corporation organized under the laws of the State of California, as the fiscal agent for ETES INC., a California corporation, doing business as MAKERSVILLE ("GRANTEE"), with its principal place of business at 5318 E. 2nd St., Suite 602, Long Beach, California 90803.

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

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

WHEREAS, payments from the CRF may only be used to cover costs that: (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

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

WHEREAS, the CITY has selected GRANTEE in accordance with CITY's administrative procedures using Request for Proposals Number RFP HE20-087 ("RFP"), incorporated by this reference as if fully set forth herein, and CITY has determined that GRANTEE and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

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 providing health  
9 education about COVID-19 prevention (“Project”). The Project description and scope of  
10 work is attached to this Agreement as Exhibit “A” and incorporated herein by reference.

11           2.     GRANT FUNDS. The GRANTEE hereby acknowledges and agrees  
12 that the CITY’s total contribution for the GRANTEE’s approved project shall not exceed  
13 Twenty Thousand Dollars (\$20,000). It is expressly understood and agreed that in no event  
14 will the CITY’s total contribution exceed this amount.

15           3.     METHOD OF PAYMENT. The CITY shall make available to the  
16 GRANTEE upon or after the effective date of this Agreement a total amount of Twenty  
17 Thousand Dollars (\$20,000).

18           4.     PERFORMANCE PERIOD; FUND APPLICATION. Funding has been  
19 authorized for eligible expenditures related to the Project incurred between March 1, 2020  
20 and December 30, 2020. The performance period for this grant is March 1, 2020 to  
21 December 30, 2020. All expenditures must be incurred, and all services must be provided  
22 within the performance period. CITY will not be obligated to reimburse expenses incurred  
23 after the performance period, and GRANTEE will be obligated to repay CITY for any funds  
24 received but not expended within the performance period. All funds not expected to be  
25 expended by December 30, 2020 shall be returned to the CITY by December 10, 2020,  
26 unless otherwise negotiated in writing in advance between the parties. Funding shall be  
27 expended for authorized eligible expenditures in accordance with the Project budget,  
28 delineated in the Project submittal attached hereto and incorporated by reference as

1 Exhibit "B". When required to do so in writing, the GRANTEE shall repay the CITY for any  
2 amounts disbursed that the CITY determines were not used for authorized purposes, or  
3 were used in violation of Federal, State, or City statutes, regulations or guidelines. The  
4 CITY may also withhold such amounts from any allowable reimbursement request of the  
5 GRANTEE.

6 5. COORDINATION AND ORGANIZATION.

7 A. GRANTEE shall coordinate its performance with CITY's  
8 representative, if any, named in Exhibit "C", attached to this Agreement and  
9 incorporated by this reference. GRANTEE shall advise and inform CITY's  
10 representative of the work in progress on the Project in sufficient detail so as to  
11 assist CITY's representative in making presentations and in holding meetings on the  
12 Project.

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

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

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

1 expenditure of public funds. Additionally:

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

10           B. Single Audit Requirements. Any Grantee expending \$750,000  
11 or more in federal funds in a fiscal year may be subject to Single Audit Requirements  
12 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)  
13 [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)

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

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

27           8. TERMINATION. The CITY may, in its sole discretion, terminate this  
28 Agreement for convenience or otherwise, without recourse, liability or penalty against

1 CITY, upon written notice to GRANTEE. Additionally:

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

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

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

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

1 remain in effect after the expiration or termination of this Agreement.

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

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

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

1 administrative remedies for false claims and statements made.

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

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

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

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

28 B. If any funds other than Federal appropriated funds have been

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

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

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

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



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

10           17. 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           18. 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           19. 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  
12 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and  
13 this insurance shall contain no special limitations on the scope of protection  
14 given to CITY, its boards and commissions, and their officials, employees  
15 and agents. This policy shall be endorsed to state that the insurer waives  
16 its right of subrogation against CITY, its boards and commissions, and their  
17 officials, 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  
24 CITY certificates of insurance and the endorsements for approval as to sufficiency  
25 and form. In addition, GRANTEE shall, within thirty (30) days prior to expiration of  
26 the insurance, furnish to CITY certificates of insurance and endorsements  
27 evidencing renewal of the insurance. CITY reserves the right to require complete  
28 certified copies of all policies of GRANTEE and sub-grantees, at any time.

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

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

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

13 20. INDEMNITY.

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

28 B. In addition to GRANTEE's duty to indemnify, GRANTEE shall

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

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

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

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

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

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

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

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

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

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

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

24           28. TAX IMPLICATIONS AND CONSEQUENCES. The CITY makes no  
25 representations as to the tax consequences associated with the disbursement of CRF  
26 funds related to this agreement, and any determination related to this issue is the sole  
27 responsibility of the GRANTEE. GRANTEE acknowledges consulting with its own tax  
28 advisors or tax attorneys regarding this transaction or having had an opportunity to do so

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

1 prior to signing this agreement. GRANTEE acknowledges the CITY cannot provide advice  
2 regarding the tax consequences or implications of the CRF funds disbursed to GRANTEE  
3 under the terms of this agreement.

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

SHARED SCIENCE, a nonprofit corporation organized under the laws of the State of California, as the fiscal agent for ETES INC., a California corporation, doing business as MAKERSVILLE

12-01-, 2020

By [Signature]  
Name Michelle Wells  
Title Board President

12-01-, 2020

By [Signature]  
Name DIAMANT VALETTA  
Title TREASURER

ETES INC., a California corporation, doing business as MAKERSVILLE

12-01-, 2020

By [Signature]  
Name PATRICIA TSOIASUE  
Title President

\_\_\_\_\_, 2020

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

"GRANTEE"

CITY OF LONG BEACH, a municipal corporation

December 14, 2020

By [Signature]  
City Manager

"CITY"

This Agreement is approved as to form on December 8, 2020.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy



# EXHIBIT "A"

## SCOPE OF WORK AGREEMENT

Shared Science, as the fiscal agent for ETES Inc., DBA Makersville  
November 9, 2020 – December 30, 2020

This scope of work is between Shared Science, as the fiscal agent for ETES Inc., DBA Makersville (Grantee) and the City of Long Beach (City).

### I. Overview of Service Responsibilities

As a grantee of the Nonprofit Direct 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 health education about COVID-19 prevention.

The grant period for eligible expenditures will close on December 30, 2020 as outlined in the CARES Act.

### II. Services to be Performed:

SERVICE/SCOPE	IMPLEMENTATION	TIMELINE	DELIVERABLE
Provide health education about COVID-19 prevention.	Create educational videos on making masks for COVID-19 prevention in multiple languages  <i>*Prior to public release, videos will need to be approved by the City's Joint Information Center</i>	11/09/20- 12/30/20	10 of COVID-19 prevention videos made per month  500 of views of each video

### 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 \$20,000 in funding for the delivery of services through a one-time direct payment method.

### IV. Sub-Recipient Monitoring and Tracking

Grantee shall track program metrics internally on a weekly basis and provide monthly program metric updates to the City. Grantee is also required to submit monthly financial expenditures 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:

<b>Direct Service Metrics</b>	<b>Timeline</b>
Number of COVID-19 prevention videos made per month	Monthly
Number of views of each video	Monthly

<b>Demographic Metrics</b>	<b>Anticipated Updates</b>
Participant Race	Monthly
Primary Language	Monthly

# EXHIBIT “B”

Budget Document – Shared Science, as the fiscal agent for ETES Inc., DBA  
Makersville

Non-Profit Direct Services, CARES Act 2020

Personnel Expenses	Project Manger	\$7,548
	Video Technician and Prep	\$2,750
	Project Advisor	\$1,750
	Subtotal	\$12,048
Program Materials	Multi-lingual video content	\$7,000
	Subtotal	\$7,000
Administrative	Administrative/Overhead (5% cap)	\$952
	Subtotal	\$952
	Total	\$20,000

# EXHIBIT “C”

City’s Representative:

Janaya Nichols

# EXHIBIT “D”

Grantee’s Key Employee:

Michelle Wells

