

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

35767

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 HELP ME HELP YOU, a California nonprofit corporation ("GRANTEE"), with its principal place of business at 620 West 16th Street, Suite B, Long Beach, California 90813.

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, City has selected GRANTEE in accordance with City's administrative procedures using Request for Proposals Number RFP HE20-083 ("RFP"), incorporated by this reference as if fully set forth herein, and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, these terms and conditions, including exhibits, the terms of the RFP, if applicable, and the terms and conditions of the GRANTEE'S application, and any

1 amendments thereto as may be approved by the City, are incorporated herein by
2 reference;

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

5 1. PROJECT. The City agrees to provide funding to the GRANTEE to
6 deliver prepared meals, grocery items, or both, to eligible residents, along with enrollment
7 and outreach services to support the program ("Project"). The Project description is
8 attached to this Agreement as Exhibit "A" and incorporated herein by reference.

9 2. GRANT FUNDS. The GRANTEE hereby acknowledges and agrees
10 that the City's total contribution for the GRANTEE'S approved project shall not exceed One
11 Hundred Twenty Thousand Eight Hundred Twenty Dollars (\$120,820). It is expressly
12 understood and agreed that in no event will the City's total contribution exceed this amount.

13 3. METHOD OF PAYMENT. The City shall make available to the
14 GRANTEE upon or after the effective date of this Agreement a total amount of One
15 Hundred Twenty Thousand Eight Hundred Twenty Dollars (\$120,820).

16 4. PERFORMANCE PERIOD; FUND APPLICATION. Funding has been
17 authorized for eligible expenditures related to the Project incurred between March 1, 2020
18 and March 30, 2021. The performance period for this grant is March 1, 2020 to March 30,
19 2021. All expenditures must be incurred, and all services must be provided within the
20 performance period. CITY will not be obligated to reimburse expenses incurred after the
21 performance period, and GRANTEE will be obligated to repay CITY for any funds received
22 but not expended within the performance period. All funds not expected to be expended
23 by December 30, 2020 shall be returned to the CITY by December 10, 2020, unless
24 otherwise negotiated in writing in advance between the parties. Funding shall be expended
25 for authorized eligible expenditures in accordance with the Project budget, delineated in
26 the Project submittal attached hereto and incorporated by reference as Exhibit "B". When
27 required to do so in writing, the GRANTEE shall repay the CITY for any amounts disbursed
28 that the CITY determines were not used for authorized purposes, or were used in violation

1 of Federal, State, or City statutes, regulations or guidelines. The CITY may also withhold
2 such amounts from any allowable reimbursement request of the GRANTEE.

3 5. COORDINATION AND ORGANIZATION.

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

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

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

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

27 A. Cooperation with Monitoring, Audits, and Records
28 Requirements. All records and expenditures are subject to, and GRANTEE agrees

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

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

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

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

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

27 A. In the event Grantee fails to perform or comply with an
28 obligation or a term, condition or provision of this Agreement, the CITY may notify

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

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

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

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

27 9. RECAPTURE OF FUNDS. The discretionary right of CITY to
28 terminate this Agreement for convenience notwithstanding, CITY shall have the right to

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

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

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

27 12. CONFLICT OF INTEREST SAFEGUARDS. The GRANTEE will
28 establish safeguards to prohibit its employees from using their positions for a purpose that

1 constitutes or presents the appearance of personal or organizational conflict of interest or
2 personal gain, whether for themselves or others, particularly those with whom they have
3 family, business, or other ties. The GRANTEE will operate with complete independence
4 and objectivity without actual, potential, or apparent conflict of interest with respect to its
5 performance under this Agreement.

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

15 14. CERTIFICATION REGARDING LOBBYING. By entering into this
16 Agreement, GRANTEE is certifying:

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

25 B. If any funds other than Federal appropriated funds have been
26 paid or will be paid to any person for influencing or attempting to influence any officer
27 or employee of any agency, a Member of Congress, an officer or employee of
28 Congress, or an employee of a Member of Congress in connection with this Federal

1 contract, grant, loan or cooperative agreement, the undersigned shall complete and
2 submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance
3 with its instructions.

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

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

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

26 16. AMBIGUITIES. To the extent the terms and conditions of this
27 Agreement do not address a particular circumstance or are otherwise unclear or
28 ambiguous, such terms and conditions are to be construed consistent with the general

1 objectives, expectations and purposes of this Agreement and in all cases, according to its
2 fair meaning. The parties acknowledge that each party and its counsel have reviewed this
3 Agreement and that any rule of construction to the effect that any ambiguities are to be
4 resolved against the drafting party shall not be employed in the interpretation of this
5 Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed
6 in such a manner as to accomplish the purpose of the Agreement.

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

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

21 19. INSURANCE.

22 A. As a condition precedent to the effectiveness of this
23 Agreement, GRANTEE shall procure and maintain, at GRANTEE's expense for the
24 duration of this Agreement, from insurance companies that are admitted to write
25 insurance in California and have ratings of or equivalent to A:V by A.M. Best
26 Company or from authorized non-admitted insurance companies subject to Section
27 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
28 by A.M. Best Company, the following insurance:

1 (a) Commercial general liability insurance (equivalent in scope to
2 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
3 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
4 coverage shall include but not be limited to broad form contractual liability,
5 cross liability, independent contractors liability, and products and completed
6 operations liability. City, its boards and commissions, and their officials,
7 employees and agents shall be named as additional insureds by
8 endorsement (on City's endorsement form or on an endorsement equivalent
9 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
10 shall contain no special limitations on the scope of protection given to City,
11 its boards and commissions, and their officials, employees and agents. This
12 policy shall be endorsed to state that the insurer waives its right of
13 subrogation against City, its boards and commissions, and their officials,
14 employees and agents.

15 (b) Workers' Compensation insurance as required by the California
16 Labor Code and employer's liability insurance in an amount not less than
17 \$1,000,000. This policy shall be endorsed to state that the insurer waives
18 its right of subrogation against City, its boards and commissions, and their
19 officials, employees and agents.

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

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

25 B. Any self-insurance program, self-insured retention, or
26 deductible must be separately approved in writing by City's Risk Manager or
27 designee and shall protect City, its officials, employees and agents in the same
28 manner and to the same extent as they would have been protected had the policy

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

G. Any modification or waiver of these insurance requirements

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shall only be made with the approval of City's Risk Manager or designee. Not more frequently than once a year, City's Risk Manager or designee may require that GRANTEE, sub-grantees change the amount, scope or types of coverages required in this Section if, in his or her sole opinion, the amount, scope or types of coverages are not adequate.

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

20. INDEMNITY.

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

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

1 Grantee of any Claim, shall tender the defense of the Claim to Grantee, and shall
2 assist Grantee, as may be reasonably requested, in the defense.

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

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

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

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

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

28 24. GRANTEE'S FAILURE TO COMPLY WITH ALL REQUIREMENTS

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

1 AND CONTRACTUAL OBLIGATIONS. The GRANTEE'S failure to comply with any and all
2 of the conditions of this Agreement, referenced herein and made a part hereof, may result
3 in the denial or rejection of future funding to the GRANTEE from the CITY.

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

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

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

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

HELP ME HELP YOU, a California nonprofit corporation

DEC 3, 2020

By [Signature]
Name Jerome Lipsitz
Title CEO

December 3, 2020

By [Signature]
Name Jeanette Ayala
Title Treasurer

"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

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

EXHIBIT “A”

Scope of Work

Scope of Work Agreement

Meal & Grocery Delivery

November 16, 2020 – March 30, 2021

This scope of work is between Help Me Help You (Contractor) and the City of Long Beach (City).

I. Overview of Service Responsibilities

The overarching objective in this Scope of Work (Scope) is to ensure that residents of Long Beach have the access to the nutritious foods needed to maintain their health and wellbeing during COVID-19. The strategies identified here include efforts to maximize reach to communities most impacted by COVID-19.

Services under this Scope must specifically serve older adults (aged 60 and over), adults aged 50-59 with underlying health conditions, and/or those who are COVID-19 positive or COVID-19 exposed.

Contractor agrees to implement all activities in this Scope. To support populations disproportionately impacted by COVID-19, Contractor will partner with the priority population to conduct program outreach and enrollment, and provide food and meal delivery.

II. Services to be Performed

Contractor will conduct the following three program elements:

- Program outreach, eligibility screening, and enrollment;
- Product procurement, meal preparation, packaging; and
- For grocery delivery, Contractor will provide weekly delivery.

Contractor will conduct outreach and engagement within the target population(s) to reduce the impact of food insecurity during COVID-19. Enrollment must be based on the following criteria. Information can be self-reported without further documentation unless otherwise stated.

1. Aged 60 years or older
2. Aged 50- 59 years old with underlying health condition that poses significant risk for severe illness or death from COVID-19 as identified with one of the following health conditions:
 - i. Cancer

- ii. Chronic Obstructive Pulmonary Disease
 - iii. Serious Cardiovascular Disease (Heart Failure, Coronary Artery Disease, Cardiomyopathies)
 - iv. Immunocompromised state from solid organ transplant
 - v. Severe obesity (BMI > 30)
 - vi. Diabetes -Type 2
 - vii. Chronic Kidney Disease
 - viii. Sickle Cell Disease
3. Tested positive for COVID-19 or were exposed to COVID-19 as documented by a state/local public health official or medical health professional will be allowed temporary enrollment for a period up to 4 weeks.
- AND also meet both of the following:
 - Difficulty preparing or obtaining meals. This includes difficulty obtaining groceries and preparing fresh, nutritious meals.
 - Reside in the City of Long Beach.

The City will support outreach efforts on behalf of Contractor with distribution of City-produced materials for promotion of this service.

Program Area	Implementation	Deliverables and Timeline
Community Outreach and Engagement	<ul style="list-style-type: none"> • Market to current partners and caseworkers (to include the MSC, CES, and COC partners), Hospitals and Senior facilities. • Social Media posts • Create brochure/flyers to distribute 	<ul style="list-style-type: none"> • Send email blast to current partners, approximately 1,000 caseworkers. Conduct outreach to all facilities within a 25 mile (within the city of Long Beach) radius to establish new relationships. November - December 2020 • Weekly or bi-weekly posts on Instagram, Twitter, and Facebook ongoing through the contract period.

		<ul style="list-style-type: none"> • Distribute 1,000 brochures and flyers to partners and local community organizations by December 30, 2020.
Enrollment	<ul style="list-style-type: none"> • Screen for eligibility and track enrollment • Add new enrollees to food service program on an ongoing basis 	<ul style="list-style-type: none"> • Plan to enroll 250 clients by 1/1/2021. Delivery reports will be submitted daily and • Continue with ongoing enrollments with plan to enroll 500 clients by 2/28/2020 Clients will be enrolled into the food delivery program within 24 hours.
Food/Meal Delivery	<ul style="list-style-type: none"> • Deliver a minimum of 500 groceries per week • Refer ineligible to other programs and hot line 	<ul style="list-style-type: none"> • Weekly delivery will take place. Each driver has an initial goal of delivering 50 groceries per day. • At intake clients will be assessed and referred to other programs and the hotline if necessary • Delivery stats will be recorded daily, weekly, and monthly. Monthly stats will be turned in to the City.

III. City Responsibilities

City staff will also provide reporting templates to the Contractor for the monthly and final report.

The City will appoint an employee to liaise between Contractor and the City of Long Beach to administer the grant. The City will provide \$120,819.96 in funding for the delivery of services through cost reimbursement with monthly invoicing and final payment method.

IV. Sub-Recipient Monitoring and Tracking

Contractor shall track program metrics internally on a weekly basis and provide monthly program metric updates to the City. Contractor is also required to submit monthly financial expenditures to the City. At contract closeout, Contractor shall submit the metrics met to date, a brief narrative

explaining successes and barriers, 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.

Invoices shall be submitted to the City on a monthly basis. Services conducted after March 19th, 2021 shall not be reimbursed under this agreement unless both parties agree to extend the contract. Invoices shall include a maximum of 5% for administrative expenses.

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. Contractor will report on the metrics below:

Metric	Schedule
Total # of people served	Monthly
Demographic details of those served (age, race/ethnicity, zip code of residence)	Monthly
Eligibility category for enrollment <ul style="list-style-type: none"> • Age 60 and older • Age 50 to 59 with underlying health conditions • Those who have tested positive or were exposed to COVID-19, for a period of up to 4 weeks 	Monthly
# of meals or food bags/boxes delivered	Monthly

EXHIBIT “B”

Rates or Charges

Budget Document – Help Me Help You

Food Security: Food and Meal Delivery, CARES 2020

Personnel Expenses	Drivers, food handling, enrollment	\$75,400
	Subtotal	\$74,400
Program Expenses	Food Costs	\$20,000
	Staff Travel	\$13,333.32
	Food Safety Training	\$333.32
	Marketing costs	\$5,666.68
	Technology costs (food tracking system, customer data base, driver communication)	\$1,333.32
	Subtotal	\$40,666.64
	Administrative/Overhead	\$5,753.32
Administrative (5% cap)	Subtotal	\$ 5,753.32
Total		\$120,819.96

EXHIBIT “C”

City’s Representative:

Shreya Sharan

EXHIBIT “D”

Cotractor’s Key Employee:

Zina Washington