

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

1 CARES ACT GRANT AGREEMENT

2 **35753**

3 THIS CARES ACT GRANT AGREEMENT, ("Agreement") is made and
4 entered into by and between the CITY OF LONG BEACH ("CITY"), a municipal corporation,
5 with its principal place of business at 411 West Ocean Blvd., Long Beach, California 90802,
6 and YOUNG MENS CHRISTIAN ASSOCIATION OF GREATER LONG BEACH, a
7 nonprofit corporation organized under the laws of the State of California ("GRANTEE"),
8 with its principal place of business at 3605 Long Beach Blvd., Suite 210, Long Beach,
9 California 90807.

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

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

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

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

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

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: conducting outreach,
9 engagement, education and connection to COVID-19 testing; providing health education
10 about COVID-19 prevention; providing direct case management and systems navigation
11 as needed to COVID-19 related health, social services, basic needs and other supports;
12 and providing coordinated responses, such as multi-sector collaboration, to support
13 communities of color impacted by COVID-19 ("Project"). The Project description and scope
14 of work is attached to this Agreement as Exhibit "A" and incorporated herein by reference.

15 2. GRANT FUNDS. The GRANTEE hereby acknowledges and agrees
16 that the CITY's total contribution for the GRANTEE's approved project shall not exceed
17 Fifty Thousand Dollars (\$50,000). It is expressly understood and agreed that in no event
18 will the CITY's total contribution exceed this amount.

19 3. METHOD OF PAYMENT. The CITY shall make available to the
20 GRANTEE upon or after the effective date of this Agreement a total amount of Fifty
21 Thousand Dollars (\$50,000).

22 4. PERFORMANCE PERIOD; FUND APPLICATION. Funding has been
23 authorized for eligible expenditures related to the Project incurred between March 1, 2020
24 and December 30, 2020. The performance period for this grant is March 1, 2020 to
25 December 30, 2020. All expenditures must be incurred, and all services must be provided
26 within the performance period. CITY will not be obligated to reimburse expenses incurred
27 after the performance period, and GRANTEE will be obligated to repay CITY for any funds
28 received but not expended within the performance period. All funds not expected to be

1 expended by December 30, 2020 shall be returned to the CITY by December 10, 2020,
2 unless otherwise negotiated in writing in advance between the parties. Funding shall be
3 expended for authorized eligible expenditures in accordance with the Project budget,
4 delineated in the Project submittal attached hereto and incorporated by reference as
5 Exhibit "B". When required to do so in writing, the GRANTEE shall repay the CITY for any
6 amounts disbursed that the CITY determines were not used for authorized purposes, or
7 were used in violation of Federal, State, or City statutes, regulations or guidelines. The
8 CITY may also withhold such amounts from any allowable reimbursement request of the
9 GRANTEE.

10 5. COORDINATION AND ORGANIZATION.

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

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

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

27 7. AUDIT AND RECORD REQUIREMENTS. The GRANTEE shall follow
28 all generally accepted accounting procedures and practices and shall maintain books,

1 records, documents, and other evidence which sufficiently and properly account for the
2 expenditure of funds. The books, records and documents shall be subject at all reasonable
3 times to inspection, reviews, or audits by the CITY in order that the Project, management,
4 and fiscal policies of the GRANTEE may be evaluated to assure the proper and effective
5 expenditure of public funds. Additionally:

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

14 B. Single Audit Requirements. Any Grantee expending \$750,000
15 or more in federal funds in a fiscal year may be subject to Single Audit Requirements
16 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)
17 [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)

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

25 D. The GRANTEE shall maintain appropriate audit trails to provide
26 accountability for all expenditures of grant funds, reporting measures, and funds
27 received from CITY under this Agreement. Audit trails maintained by the GRANTEE
28 will, at a minimum, identify the supporting deficiencies. If no corrective action is

1 taken, the CITY may take such action authorized by this Agreement and/or by law,
2 including termination.

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

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

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

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

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

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

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

11. REPRESENTATIONS BY GRANTEE. By acceptance of this Agreement, the GRANTEE makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Agreement. If applicable, the GRANTEE will comply with the requirements of 31 USC § 3729, which set forth that no Grantee of federal payments shall submit a false claim for payment. If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the GRANTEE signs or executes the Agreement with a false statement or it is subsequently determined that the GRANTEE has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Agreement, then CITY may consider this act a possible default under this Agreement and may terminate or void this Agreement for cause and pursue other remedies available to

1 CITY under this Agreement and applicable law. False statements or claims made in
2 connection with CITY grants may result in fines, imprisonment, and debarment from
3 participating in City, state or federal grants or contracts, and/or other remedy available by
4 law, potentially including the provisions of 38 USC §§ 3801-3812, which details the
5 administrative remedies for false claims and statements made.

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

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

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

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

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

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

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

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

26 15. SEVERABILITY. If any provisions of this Agreement are rendered or
27 declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be
28 modified or deleted in such manner so as to afford the party for whose benefit it was

1 intended the fullest benefit commensurate with making this Agreement, as modified,
2 enforceable, and the remainder of this Agreement and the application of such provision to
3 other persons or circumstances shall not be affected thereby, but shall be enforced to the
4 greatest extent permitted by applicable law.

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

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

23 18. SYSTEM FOR AWARD MANAGEMENT (SAM) REQUIREMENTS.
24 The GRANTEE agrees to comply with applicable requirements regarding registration with
25 the federal System for Award Management (SAM) (or with a successor government-wide
26 system officially designated by the federal Office of Management and Budget (OMB) and,
27 if applicable, the federal funding agency). These requirements include maintaining current
28 registrations and the currency of the information in SAM. The GRANTEE will review and

1 update information at least annually until submission of the final financial report required
2 under the award or receipt of final payment, whichever is later, as required by 2 CFR Part
3 25.

4 The GRANTEE will comply with OMB guidelines at 2 CFR 180 that implement
5 Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989
6 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of
7 parties debarred, suspended, or otherwise excluded by agencies, as well as parties
8 declared ineligible under statutory or regulatory authority. The GRANTEE certifies it will
9 verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise
10 excluded or declared ineligible by checking the SAM before doing/renewing business with
11 that vendor.

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

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

20 20. INSURANCE.

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

28 (a) Commercial general liability insurance (equivalent in scope to

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

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

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

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

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

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

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

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

19 F. Prior to the start of performance, GRANTEE shall deliver to
20 CITY certificates of insurance and the endorsements for approval as to sufficiency
21 and form. In addition, GRANTEE shall, within thirty (30) days prior to expiration of
22 the insurance, furnish to CITY certificates of insurance and endorsements
23 evidencing renewal of the insurance. CITY reserves the right to require complete
24 certified copies of all policies of GRANTEE and sub-grantees, at any time.
25 GRANTEE shall make available to CITY 's Risk Manager or designee all books,
26 records and other information relating to this insurance, during normal business
27 hours.

28 G. Any modification or waiver of these insurance requirements

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

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

9 21. INDEMNITY.

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

24 B. In addition to GRANTEE's duty to indemnify, GRANTEE shall
25 have a separate and wholly independent duty to defend Indemnified Parties at
26 GRANTEE's expense by legal counsel approved by CITY, from and against all
27 Claims, and shall continue this defense until the Claims are resolved, whether by
28 settlement, judgment or otherwise. No finding or judgment of negligence, fault,

1 breach, or the like on the part of GRANTEE shall be required for the duty to defend
2 to arise. CITY shall notify GRANTEE of any Claim, shall tender the defense of the
3 Claim to GRANTEE, and shall assist GRANTEE, as may be reasonably requested,
4 in the defense.

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

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

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

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

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

1 other officer of every governmental agency now having or hereafter acquiring jurisdiction.

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

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

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

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

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

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

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

YOUNG MENS CHRISTIAN ASSOCIATION OF GREATER LONG BEACH, a nonprofit corporation organized under the laws of the State of California

November 23, 2020

By [Signature]
Name Ray Griffin
Title Chief Financial Officer

November 23, 2020

By [Signature]
Name Brandi Collato
Title Chief Operating Officer

"GRANTEE"

CITY OF LONG BEACH, a municipal corporation

12/3/20, 2020

By [Signature]
City Manager

"CITY"

This Agreement is approved as to form on 12-2, 2020.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT "A"

SCOPE OF WORK AGREEMENT

Young Mens Christian Association of Greater Long Beach
November 9, 2020 – December 30, 2020

This scope of work is between the Young Mens Christian Association of Greater Long Beach (Grantee) and the City of Long Beach (City).

I. Overview of Service Responsibilities

As a grantee of the Nonprofit Direct Services Fund, Young Mens Christian Association of Greater Long Beach 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:

- Conduct outreach, engagement, education and connection to COVID-19 testing.
- Provide health education about COVID-19 prevention.
- Provide direct case management and systems navigation as needed to COVID-19 related health, social services, basic needs and other supports.
- Provide coordinated responses, such as multi-sector collaboration, to support communities of color impacted by COVID-19.

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
Conduct outreach, engagement, education and connection to COVID-19 testing.	<ul style="list-style-type: none"> • Connect weekly with 67 individuals. • Weekly Food Distribution at the Community Development YMCA. • Weekly engagement thru social media, emails, phone calls and in-person appointments at 2 elementary schools (DT & Midtown), 2 afterschool programs (DT & North LB), YMCA Childcare center (Wilmore area), and 1 high school (East LB). 	11/9/20- 12/30/20	<p>405 homes where culturally and linguistically tailored fliers were delivered.</p> <p>540 people referred to COVID-19 testing, medical care or mental health.</p>

<p>Provide health education about COVID-19 prevention.</p>	<ul style="list-style-type: none"> • Connect weekly with 67 individuals. • Weekly Food Distribution at the Community Development YMCA. • Weekly engagement thru social media, emails, phone calls and in-person appointments at 2 elementary schools (DT & Midtown), 2 afterschool programs (DT & North LB), YMCA Childcare center (Wilmore area) and 1 high school (East LB). 	<p>11/9/20- 12/30/20</p>	<p>405 homes where culturally and linguistically tailored fliers were delivered.</p>
<p>Provide direct case management and systems navigation as needed to COVID-19 related health, social services, basic needs and other supports.</p>	<ul style="list-style-type: none"> • Connect weekly with 67 individuals. • Weekly engagement thru social media, emails, phone calls and in-person appointments with MSW YMCA staff and MSW interns within all program areas at the Community Development YMCA. • Provide technology access to youth and families – for academics, social services, etc. 	<p>11/9/20- 12/30/2020</p>	<p>540 people provided direct case management or systems navigation for COVID-19 related basic needs and other social services and supports.</p> <p>270 people will receive referrals/linkages to other health, social services, and technology access.</p>
<p>Provide coordinated responses, such as multi-sector collaboration, to support communities of color impacted by COVID-19.</p>	<ul style="list-style-type: none"> • Connect weekly with 67 individuals. • Weekly engagement thru social media, emails, phone calls and in-person appointments with MSW YMCA staff and MSW interns within all program areas at the Community Development YMCA. • YMCA staff connect community members with local LB non-profits who provide rental relief, tenant rights, food insecurities, mental health services. 	<p>11/9/20- 12/30/20</p>	<p>540 people are provided direct case management or systems navigation for COVID-19 related basic needs and other social services and supports.</p> <p>270 people are referred to COVID-19 testing, medical care or mental health.</p>

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 \$50,000 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:

Direct Service Metrics	Timeline
Number of homes where culturally and linguistically tailored fliers were delivered.	Monthly
Number of referrals/linkages to other health and social services	Monthly
Number of people that are provided direct case management or systems navigation for COVID-19 related basic needs and other social services and supports.	Monthly
Number of people that are referred to COVID-19 testing, medical care or mental health.	Monthly

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

EXHIBIT "B"

Budget Document – YMCA of Greater Long Beach Community Development

Non-profit Relief Direct Service, CARES 2020

	(2) Program Directors – MSW	\$44,924
	(2) Program Coordinators	
	(2) Outreach Workers	
	Subtotal	\$44,924
Program Materials	Program supplies and equipment	\$1,455
	Printing costs	\$150
	Transportation	\$870
	Mileage	\$220
	Subtotal	\$2,695
Administrative (5% cap)	Administrative/Overhead	\$2,381
	Subtotal	\$2,381
Total		\$50,000.00

EXHIBIT “C”

City’s Representative:

Janaya Nichols

EXHIBIT “D”

Grantee’s Key Employee:

Les Peters