

1 The term may be extended for three (3) additional one-year periods, at the discretion of
2 the City Manager.

3 4. The City may terminate this Contract, in whole or in part, immediately
4 upon notice to Contractor in the event of any of the following events:

5 A. The City fails to receive funding or appropriation from the City
6 Council at levels sufficient to pay for the goods to be purchased;

7 B. Federal, state, or provincial laws or regulations prohibit the
8 purchase or change the City's requirements; or

9 C. Contractor commits any material breach of this Agreement or
10 the additional terms agreed to between the parties.

11 5. Neither this Contract nor any of the moneys that may become due
12 Contractor hereunder may be assigned without the prior written consent of City.

13 6. Any notices required hereunder or desired to be given by either party
14 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
15 class postage prepaid, addressed to Contractor at the address stated herein, and to City
16 at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
17 shall be deemed given on the date personal delivery is made or on the date of deposit in
18 the mail, whichever first occurs.

19 7. Contractor shall not, except for moneys due and payable hereunder,
20 assign its rights or delegate its duties hereunder, or any interest herein, or any portion
21 hereof, without the prior written approval of City. Any attempted assignment or delegation
22 shall be void, and any assignee or delegate shall acquire no right or interest by reason of
23 such attempted assignment or delegation. Furthermore, Contractor shall not subcontract
24 any portion of the performance required hereunder without the prior written approval of
25 City

26 8. Miscellaneous.

27 A. In connection with performance of this Contract and federal
28 laws, rules and regulations, Contractor shall not discriminate in employment or in

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DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 the performance of this Contract on the basis of race, religion, national origin, color,
2 age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
3 disability.

4 B. This Contract was created as a joint effort of both parties and
5 neither it nor any part of it shall be construed against one party as the drafter.

6 C. This Contract, including Exhibits, shall not be amended, nor
7 any provision or breach hereof waived except in a writing signed by the parties which
8 expressly refers to this Contract.

9 D. This Contract shall be governed by and construed pursuant to
10 the laws of the State of California (except those provisions of California law
11 pertaining to conflicts of laws). Any action involving this Contract shall be brought
12 in the Los Angeles County Superior Court, Long Beach Judicial District.

13 E. This Contract, including Exhibits, constitutes the entire
14 understanding between the parties and supersedes all other agreements/contracts,
15 oral or written, or preprinted terms and conditions of the Purchase Order to the
16 extent they are inconsistent with this Contract, with respect to the subject matter
17 herein.

18 F. In the event of any conflict or ambiguity between this Contract
19 and any Exhibit, the provisions of this Contract shall govern.

20 G. If there is any legal proceeding between the parties to enforce
21 or interpret this Contract or to protect or establish any rights or remedies hereunder,
22 the prevailing party shall be entitled to its costs and expenses, including reasonable
23 attorney's fees.

24 H. The acceptance of any services or the payment of any money
25 by City shall not operate as a waiver of any provision of this Contract, or of any right
26 to damages or indemnity stated herein. The waiver of any breach of this Contract
27 shall not constitute a waiver of any other or subsequent breach of this Contract.

28 I. Termination of this Contract shall not affect rights or liabilities

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1 of the parties which accrued prior to termination and shall not extinguish any
2 warranties.

3 J. Contractor shall not use the name of City, its officials or
4 employees in any advertising or solicitation for business nor as a reference without
5 the prior written approval of City's City Manager.

6 K. This Contract is intended by the parties to benefit themselves
7 only and is not in any way intended or designed to or entered for the purpose of
8 creating any benefit or right for any person or entity of any kind that is not a party to
9 this Contract.

10 L. In performing hereunder, Contractor is and shall act as an
11 independent contractor and neither Contractor nor its employees, agents, suppliers
12 or subcontractors shall act as or be deemed employees, representatives or agents
13 of City.

14 M. Contractor shall comply with all applicable federal, state and
15 local laws and regulations during performance hereunder.

16 N. The terms and conditions of this Contract are severable. If any
17 term or condition is held invalid, void or unenforceable, the remaining terms and
18 conditions shall be given effect.

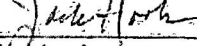
19 O. The division of provisions hereof into sections and the captions
20 on those sections is for convenience only and shall not be considered in construing
21 this Contract.

22 ///
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28 ///


1 IN WITNESS WHEREOF, the parties have signed this document with all the
2 formalities required by law as of the date first stated above.

3
4 SMART & FINAL STORES, LLC, a
California limited liability company

5 9/25/23, 2023

6 By 
Name Jack Hook
Title CFO

7 9/7/23, 2023

8 By 
Name Eugene M. Smith
Title GVP & Treasurer

9
10 EXECUTED PURSUANT
11 TO SECTION 301 OF
THE CITY CHARTER.

"Contractor"

CITY OF LONG BEACH, a
municipal corporation.


12 10/3/2023, 2023

13 By 
City Manager

"City"

14
15 This Contract is approved as to form on September 29, 2023.

16
17 DAWN MCINTOSH, City Attorney

18 By 
Deputy

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411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

August 1, 2023

~~C-23~~

C-23

HONORABLE MAYOR AND CITY COUNCIL
City of Long Beach
California

RECOMMENDATION:

Authorize the City Manager, or designee, to execute all documents necessary to amend Munis Contract No. 32300036 with Smart & Final Stores, LLC, for the purchase of grocery items, by increasing the original contract amount of \$100,000 by \$250,000, and adding an additional 20 percent contingency in the amount of \$70,000, for a revised total contract amount not to exceed \$420,000; and,

Adopt a resolution authorizing the City Manager, or designee, to execute a contract, and any necessary documents including any necessary subsequent amendments, with Smart & Final Stores, LLC, of Commerce, California, for the purchase of grocery items, in an annual amount of \$350,000, with an additional 20 percent contingency in the amount of \$70,000, not to exceed a total contract amount of \$420,000, for a period of two years, with the option to renew for three additional one-year periods, at the discretion of the City Manager. (Citywide)

DISCUSSION

City Council approval is requested to amend Munis Contract No. 32300036 to add funds for the purchase of grocery items with Smart & Final Stores, LLC. Approval is also requested to enter into a contract with Smart & Final Stores LLC, for a period of two years, with the option to renew for three additional one-year periods at the discretion of the City Manager.

The purchase of grocery items is used citywide across all City departments, including, but not limited to, recreational programming, citywide special events, and catering services for the Community Recreation Services Bureau. This contract is also used for public and community meetings, departmental trainings, and other various needs. The Development Services Department will utilize \$100,000 as a resource for grocery and hygienic items to support neighborhood improvement activities, including the Neighborhood Leadership Program, special events, food giveaways, and support for neighborhood association grants. Most items are purchased on an as-needed basis directly from Smart & Final locations within Long Beach. Smart & Final Stores, LLC, is the only grocery provider located in Long Beach that accepts purchase orders and sells items in bulk quantities. Therefore, approval of a new contract with Smart & Final Stores, LLC, is being requested.

Section 1801 of the City of Long Beach (City) Charter provides that the City Council, by resolution, may authorize the City Manager to enter into a contract on behalf of the City,

HONORABLE MAYOR AND CITY COUNCIL

August 1, 2023

Page 2

in writing or otherwise, without advertising for bids for services, supplies, materials, equipment or labor for actual emergency work.

This matter was reviewed by Deputy City Attorney Atoy H. Wilson and Revenue Management Officer Geraldine Alejo on June 22, 2023, and by Purchasing Agent Michelle Wilson on June 13, 2023.

TIMING CONSIDERATIONS

City Council action to adopt a Resolution and award the contract concurrently, and amend Contract No. 32300036 is requested on August 1, 2023, to ensure the contract is in place expeditiously.

LEVINE ACT

This item is subject to the Levine Act. The Mayor, Councilmembers, and Commissioners who have received a contribution of more than \$250 within 12 months prior from a party, participant, or their representatives involved in this proceeding may do either of the following: (1) disclose the contribution on the record and recuse themselves from this proceeding; OR (2) return the portion of the contribution that exceeds \$250 within 30 days from the time the elected official knew or should have known about the contribution and participate in the proceeding.

All parties, participants, and their representatives must disclose on the record of this proceeding any contribution of more than \$250 made to the Mayor or any Councilmembers within 12 months prior to the date of the proceeding. The Mayor, Councilmembers, and Commissioners are prohibited from accepting, soliciting, or directing a contribution of more than \$250 from a party, participant, or their representatives during a proceeding and for 12 months following the date a final decision is rendered.

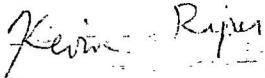
FISCAL IMPACT

The total revised annual contract amount will not exceed \$420,000, inclusive of a 20 percent contingency. The contract will be used citywide on an as-needed basis and is budgeted across various departments and fund groups. Of the total contract amount, \$100,000 being used is specifically allocated to and appropriated in the Community Development Grants Fund Group in the Development Services Department. This recommendation has no staffing impact beyond the normal budgeted scope of duties and is consistent with existing City Council priorities. There is no local job impact associated with this recommendation.

SUGGESTED ACTION:

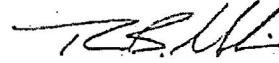
Approve recommendation.

Respectfully submitted,



KEVIN RIPPER
DIRECTOR
FINANCIAL MANAGEMENT

APPROVED:



THOMAS B. MODICA
CITY MANAGER

ATTACHMENT - RESOLUTION

1 RESOLUTION NO.

2
3 A RESOLUTION OF THE CITY COUNCIL OF THE
4 CITY OF LONG BEACH AUTHORIZING THE CITY
5 MANAGER TO EXECUTE A CONTRACT WITH SMART &
6 FINAL STORES, LLC, WITHOUT ADVERTISING FOR BIDS,
7 FOR THE PURCHASE OF GROCERY ITEMS, IN AN
8 ANNUAL AMOUNT OF \$350,000, WITH AN ADDITIONAL
9 SEPARATE 20% CONTINGENCY OF \$70,000, FOR A
10 TOTAL NOT TO EXCEED AMOUNT OF \$420,000, FOR A
11 PERIOD OF TWO YEARS WITH THE OPTION TO RENEW
12 FOR THREE ADDITIONAL ONE-YEAR PERIODS

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13
14 WHEREAS, the purchase of grocery items is used by all City of Long Beach
15 ("City") Departments for special events, catering services, community meetings,
16 departmental trainings, and other various needs; and

17 WHEREAS, most items are purchased on an as-needed basis directly from
18 Smart & Final locations within the City; and

19 WHEREAS, Smart & Final Stores, LLC is the only grocery provider located
20 in the City that accepts purchase orders and sells items in bulk quantities;

21 WHEREAS, Section 1801 of the City of Long Beach Charter provides that
22 the City Council, by resolution, may authorize the City Manager to enter into a contract on
23 behalf of the City, in writing or otherwise, without advertising for bids for services, supplies,
24 materials, equipment or labor for actual emergency work; and

25 WHEREAS, no useful purpose would be served by advertising for bids and
26 to do so would constitute an idle and useless act and an unnecessary expenditure of public
27 funds;

28 NOW, THEREFORE, the City Council of the City of Long Beach resolves as

1 follows:

2 Section 1. The City Manager is hereby authorized to enter a contract,
3 without advertising for bids, with Smart & Final Stores, LLC, for grocery items, in an annual
4 amount of Three Hundred Fifty Thousand Dollars (\$350,000), with a separate additional
5 twenty percent (20%) contingency in the amount of Seventy Thousand Dollars (\$70,000),
6 for a total not to exceed annual amount of Four Hundred Twenty Thousand Dollars
7 (\$420,000), for a period of two (2) years, with the option to renew for three (3) additional
8 one-year periods, at the discretion of the City Manager. If the sole source status of Smart
9 & Final Stores, LLC changes, the City shall publicly bid instead of extending the contract.

10 Section 2. This resolution shall take effect immediately upon its adoption
11 by the City Council, and the City Clerk shall certify the vote adopting this resolution.

12 I hereby certify that the foregoing resolution was adopted by the City Council
13 of the City of Long Beach at its meeting of _____, 2023

14 by the following vote:

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411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

15
16 Ayes: Councilmembers: _____

17 _____

18 _____

19 _____

20 Noes: Councilmembers: _____

21 _____

22 Absent: Councilmembers: _____

23 _____

24 Recusal(s): Councilmembers: _____

25 _____

26 _____

27 _____
City Clerk

28 _____

LEVINE ACT DISCLOSURE STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any Long Beach City Councilmember, the Mayor, and Commissioner ("City Officer") from participating in any action related to a proceeding if they receive any political contributions totaling more than \$250 within the previous twelve months, while a proceeding is pending, and for 12 months following the date a final decision in a proceeding concerning a license, permit, entitlement, franchise or, contract (collectively "license, permit, or contract") has been made, from the person or company awarded the said license or contract. The Levine Act also requires a City Officer that has received such a contribution to disclose the contribution on the record of the proceeding.

City Officers are listed at the following sites:

- The Mayor and Councilmembers - <https://www.longbeach.gov/officials/>
- Harbor Commissioners - <https://polb.com/commission>
- Water Commissioners - <https://lbwater.org/about-us/current-water-commissioners/>
- Planning Commissioners - <https://www.longbeach.gov/mayor/action/commissions/>
- Parks and Recreation Commissioners - <https://www.longbeach.gov/mayor/action/commissions/>
- Board of Examiners, Appeals, and Condemnation - <https://www.longbeach.gov/mayor/action/commissions/>
- Cultural Heritage Commission - <https://www.longbeach.gov/mayor/action/commissions/>
- Long Beach Community Investment Company - <https://www.longbeach.gov/lbds/hn/lbcic/>

Proposers are responsible for accessing these links to review the names prior to answering the following questions.

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any City Officer in the 12 months preceding the date of the submission of your proposals or the anticipated date of any City Council, Board, or Commission action related to this license, permit, or contract?

YES

NO

If yes, please identify the City Officer(s):

We contributed \$900 to councilwomen Suzie Price's mayoral campaign in Oct. 2022.

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to any City Officer in the 12 months following any City Council, Board, or Commission action related to this license, permit, or contract?

YES

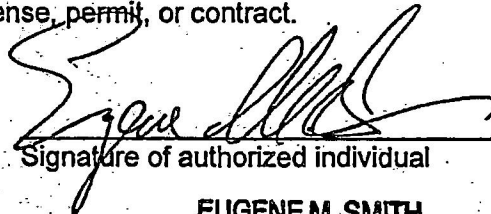
NO

If yes, please identify the City Officer(s):

Answering yes to either of the two questions above does not preclude the City of Long Beach from awarding a license, permit, or contract to your firm or any taking any subsequent action related to the said license, permit, or contract. It does, however, preclude the identified City Officers from participating in any actions related to this license, permit, or contract.

7/10/2023

Date



Signature of authorized individual

EUGENE M. SMITH

Group Vice President

Type or write name of authorized individual

Smart & Final Stores LLC

Type or write name of company

RESOLUTION NO. RES-23-0109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONG BEACH AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SMART & FINAL STORES, LLC, WITHOUT ADVERTISING FOR BIDS, FOR THE PURCHASE OF GROCERY ITEMS, IN AN ANNUAL AMOUNT OF \$350,000, WITH AN ADDITIONAL SEPARATE 20% CONTINGENCY OF \$70,000, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$420,000, FOR A PERIOD OF TWO YEARS WITH THE OPTION TO RENEW FOR THREE ADDITIONAL ONE-YEAR PERIODS

WHEREAS, the purchase of grocery items is used by all City of Long Beach ("City") Departments for special events, catering services, community meetings, departmental trainings, and other various needs; and

WHEREAS, most items are purchased on an as-needed basis directly from Smart & Final locations within the City; and

WHEREAS, Smart & Final Stores, LLC is the only grocery provider located in the City that accepts purchase orders and sells items in bulk quantities;

WHEREAS, Section 1801 of the City of Long Beach Charter provides that the City Council, by resolution, may authorize the City Manager to enter into a contract on behalf of the City, in writing or otherwise, without advertising for bids for services, supplies, materials, equipment or labor for actual emergency work; and

WHEREAS, no useful purpose would be served by advertising for bids and to do so would constitute an idle and useless act and an unnecessary expenditure of public funds;

NOW, THEREFORE, the City Council of the City of Long Beach resolves as

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
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1 follows:

2 Section 1. The City Manager is hereby authorized to enter a contract,
3 without advertising for bids, with Smart & Final Stores, LLC, for grocery items, in an annual
4 amount of Three Hundred Fifty Thousand Dollars (\$350,000), with a separate additional
5 twenty percent (20%) contingency in the amount of Seventy Thousand Dollars (\$70,000),
6 for a total not to exceed annual amount of Four Hundred Twenty Thousand Dollars
7 (\$420,000), for a period of two (2) years, with the option to renew for three (3) additional
8 one-year periods, at the discretion of the City Manager. If the sole source status of Smart
9 & Final Stores, LLC changes, the City shall publicly bid instead of extending the contract.

10 Section 2. This resolution shall take effect immediately upon its adoption
11 by the City Council, and the City Clerk shall certify the vote adopting this resolution.

12 I hereby certify that the foregoing resolution was adopted by the City Council
13 of the City of Long Beach at its meeting of August 1, 2023


14 by the following vote:

15
16 Ayes: Councilmembers: Zendejas, Allen, Duggan, Supernaw, Kerr,
17 Saro, Uranga, Austin, Ricks-Oddie.

18
19
20 Noes: Councilmembers: None.

21
22 Absent: Councilmembers: None.

23
24 Recusal(s): Councilmembers: None.

25
26
27 
28 City Clerk

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