

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

35766

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 TGIS CATERING SERVICES, INC., a California corporation ("GRANTEE"), with its principal place of business at 3247 E. Airport Way, Long Beach, California 90806.

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 March 19, 2021; 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
11 Eight Hundred Forty-Five Thousand Seven Hundred Forty-Nine Dollars (\$845,749). It is
12 expressly understood and agreed that in no event will the City's total contribution exceed
13 this amount.

14 3. METHOD OF PAYMENT. The City shall make available to the
15 GRANTEE upon or after the effective date of this Agreement a total amount of Eight
16 Hundred Forty-Five Thousand Seven Hundred Forty-Nine Dollars (\$845,749).

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

1 that the CITY determines were not used for authorized purposes, or were used in violation
2 of Federal, State, or City statutes, regulations or guidelines. The CITY may also withhold
3 such amounts from any allowable reimbursement request of the GRANTEE.

4 5. COORDINATION AND ORGANIZATION.

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

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

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

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

28 A. Cooperation with Monitoring, Audits, and Records

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

8 B. Single Audit Requirements. Any Grantee expending \$750,000
9 or more in federal funds in a fiscal year may be subject to Single Audit Requirements
10 in 2 CFR, Part 200, Subpart F – Audit Requirements, at [https://www.ecfr.gov/cgi-](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
11 [bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

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

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

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

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

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

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

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

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

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

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

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

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

28 12. CONFLICT OF INTEREST SAFEGUARDS. The GRANTEE will

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

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

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

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

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

1 Congress, or an employee of a Member of Congress in connection with this Federal
2 contract, grant, loan or cooperative agreement, the undersigned shall complete and
3 submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance
4 with its instructions.

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

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

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

27 16. AMBIGUITIES. To the extent the terms and conditions of this
28 Agreement do not address a particular circumstance or are otherwise unclear or

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

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

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

22 19. INSURANCE.

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

1 by A.M. Best Company, the following insurance:

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

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

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

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

26 B. Any self-insurance program, self-insured retention, or
27 deductible must be separately approved in writing by City's Risk Manager or
28 designee and shall protect City, its officials, employees and agents in the same

1 manner and to the same extent as they would have been protected had the policy
2 or policies not contained retention or deductible provisions.

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

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

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

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

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

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

10 20. INDEMNITY.

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

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

1 part of Grantee shall be required for the duty to defend to arise. City shall notify
2 Grantee of any Claim, shall tender the defense of the Claim to Grantee, and shall
3 assist Grantee, as may be reasonably requested, in the defense.

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

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

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

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

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

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

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

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

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

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

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

TGIS CATERING SERVICES, INC., a California corporation

12-3-2020, 2020

By [Signature]
Name GEORGE MARINOS
Title CEO

12-3-, 2020

By [Signature]
Name [Signature]
Title PRESIDENT

"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 Agreement

TGIS Catering, Inc.

November 19, 2020 – March 19, 2021

This scope of work is between TGIS Catering, Inc. (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 meal delivery, Contractor will provide a minimum of 7 and maximum of 14 meals per person per week with 2 deliveries per week.
- For grocery delivery, Contractor will provide weekly at minimum.

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. Contractor expects variations in enrollment during the contract period. Contractor will adjust services to stay within overall program funding allocation.

Program Area	Implementation	Deliverables and Timeline
Community Outreach and Engagement	<ul style="list-style-type: none"> • Design custom outreach materials for TGIS. • Distribute outreach materials (email, social media) 	<ul style="list-style-type: none"> • Minimum of 300 flyers distributed by December 31st, 2020 • Weekly emails sent out to network to alert people to meal service • Weekly social media posts for the duration of the program
Enrollment	<ul style="list-style-type: none"> • Screen for eligibility and track enrollment. Add new enrollees to food service program within 1-2 days. 	<ul style="list-style-type: none"> • 25 enrolled by end of November 2020 • 250 enrolled by end of December 2020 • 255 January 2021 • 255 February 2021
Food/Meal Delivery	Deliver breakfast & dinner to eligible recipients in the City of Long Beach 2	<ul style="list-style-type: none"> • Ongoing through March 19th 2021

	times a week for 7 days of meals.	
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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 \$845,749 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 19, 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	Monthly
# of meals or food bags/boxes delivered	Monthly

EXHIBIT "B"

TGIS Catering Budget Document – Meal & Food Delivery
CARES 2020-2021

Personnel Expenses	Program Manager, Outreach, Enrollment etc.	4,125
	Subtotal	4,125
Program Implementation	Outreach Materials (i.e. posters, flyers, etc.)	550.00
	Food, delivery, and packaging materials	800,800
	Subtotal	801,350
Administrative (5% cap)	Administrative/Overhead	\$40,274
	Subtotal	\$40,274
Total		845,749

EXHIBIT “C”

City’s Representative:

Shreya Sharan

EXHIBIT “D”

Grantee’s Key Employee:

Monica Herrera-Riley

