

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

35896

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 the BINNY SHAH doing business as PRINCE MARKET & DELI ("GRANTEE"), with its principal place of business at 6401 Cherry Ave., Long Beach, Ca 90805.

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 May 30, 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 a Request for Proposals HE21-018 ("RFP"), incorporated by this reference as if fully set forth herein, and CITY has determined that GRANTEE and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

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; and

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 purchase food and supplies to complete a "healthy market conversion" and improve access  
7 to healthy food for populations experiencing high levels of food insecurity and/or barriers  
8 to food access as a result of the COVID-19 pandemic ("Project"). The Project description  
9 and scope of work is attached to this Agreement as Exhibit "A" and incorporated herein by  
10 reference.

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

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

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

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

5 5. COORDINATION AND ORGANIZATION.

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

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

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

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

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

B. Single Audit Requirements. Any Grantee expending \$750,000 or more in federal funds in a fiscal year may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at [https://www.ecfr.gov/cgi-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)

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

27           B. If any funds other than Federal appropriated funds have been  
28 paid or will be paid to any person for influencing or attempting to influence any officer

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

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

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

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

28 16. AMBIGUITIES. To the extent the terms and conditions of this



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

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

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

23           19. INSURANCE.

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

1 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
2 by A.M. Best Company, the following insurance:

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

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

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

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

27 B. Any self-insurance program, self-insured retention, or  
28 deductible must be separately approved in writing by CITY's Risk Manager or

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designee and shall protect CITY, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

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

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

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

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

1 records and other information relating to this insurance, during normal business  
2 hours.

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

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

12 20. INDEMNITY.

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

27 B. In addition to GRANTEE's duty to indemnify, GRANTEE shall  
28 have a separate and wholly independent duty to defend Indemnified Parties at

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

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

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

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

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

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

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

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

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

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

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

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

regarding the tax consequences or implications of the CRF funds disbursed to GRANTEE under the terms of this agreement.

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.

BINNY SHAH doing business as PRINCE MARKET AND DELI

4/5/, 2021

By B. Shah  
Name Binny Shah  
Title owner

\_\_\_\_\_, 2021

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

"GRANTEE"

CITY OF LONG BEACH, a municipal corporation

May 3, 2021

By Linda J. Jabron  
City ~~Mayor~~

"CITY"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

This Agreement is approved as to form on April 28, 2021.

CHARLES PARKIN, City Attorney

By Ch. J. Adams  
Deputy

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

1 regarding the tax consequences or implications of the CRF funds disbursed to GRANTEE  
2 under the terms of this agreement.

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

5 BINNY SHAH doing business as PRINCE  
6 MARKET AND DELI  
7 4/5/, 2021 By B. Shah  
8 Name Binny Shah  
9 Title owner

10 \_\_\_\_\_, 2021 By \_\_\_\_\_  
11 Name \_\_\_\_\_  
12 Title \_\_\_\_\_

13 "GRANTEE"  
14 CITY OF LONG BEACH, a municipal  
15 corporation  
16 \_\_\_\_\_, 2021 By \_\_\_\_\_  
17 City Manager

18 "CITY"  
19 This Agreement is approved as to form on \_\_\_\_\_, 2021.

20 CHARLES PARKIN, City Attorney  
21 By \_\_\_\_\_  
22 Deputy  
23  
24  
25  
26  
27  
28



# EXHIBIT "A"

## Scope of Work

**Scope of Work Agreement**

**Healthy Food Projects**

December 1, 2020 – May 30, 2021

This scope of work is between Binny Shah d.b.a. Prince Market & Deli (Grantee) and the City of Long Beach (City).

**I. Overview of Service Responsibilities**

The overarching objective in this Scope of Work (Scope) is to increase local availability of fruits, vegetables, and affordable healthy food for populations experiencing high levels of food insecurity and/or barriers to food access as a result of the COVID-19 pandemic from December 1, 2020 – May 30, 2021 to communities most in need.

Funds will be used to support the development of healthy markets as part of the more extensive Long Beach Department of Health and Human Services (DHHS) Healthy Market Partnership Program and leveraged against the City’s current California Department of Health and Human Services’ CalFresh Healthy Living program (Healthy Active Long Beach), which provides additional resources and technical assistance to ensure that the result of the combined efforts will increase access to healthy and affordable foods in impacted neighborhoods.

Services under this Scope must specifically serve the population and/or location as described in the detailed workplan (Services to be Performed) chart below. Unless approved for extension by the City of Long Beach, the grant period for eligible expenditures will close on May 30, 2021 as outlined in the CARES Act.

The total project budget for the Grantee is not to exceed \$20,000.

**II. Services to be Performed**

Grants will be provided to retail food businesses that serve Long Beach to support the purchase and installation of small equipment such as refrigeration, shelving, etc., to increase local availability of fruits, vegetables, and affordable healthy food to align with the recommendation of the Long Beach Healthy Market Partnership (LBHMP).

Activity	Timeframe	Backup Documentation
Participate in a LBHMP site visit and store assessment to identify recommendations and/or required changes to meet minimum requirements to be recognized as a Healthy Market Partner Store.	12/1/2020-05/30/2021	Copy of completed assessment and recommendations kept on file.

CITY OF  
**LONG BEACH**

Review, sign, and agree to the terms of the Long Beach Healthy Market Partnership Program Agreement.	12/1/2020-05/30/2021	Copy of signed agreement.
Purchase and install equipment and other allowable items as identified in the approved budget justification.	12/1/2020-05/30/2021	Proof of purchase and installation.
Purchase fruits, vegetables, and other healthy foods (at least 20% of awarded funds) to be sold in market at no more than 15% above purchase price.	12/1/2020-05/30/2021	Proof of purchase, proof of retail cost for each (sales data and/or documentation of posted price tags).
Upon completion of the contract, complete and submit a fiscal invoice report that provides backup for equipment purchased/how funds were spent.	3/30/2021	Submit to the LBDHHS / City of Long Beach to <a href="mailto:christina.reid@longbeach.gov">christina.reid@longbeach.gov</a> and <a href="mailto:andrea.fogarty@longbeach.gov">andrea.fogarty@longbeach.gov</a>
Upon completion of the contract, complete and submit a narrative "success story" to the Long Beach Department of Health and Human Services that includes quotes, photos, and other backup that demonstrates the healthy changes taking place in the market.	3/30/2021	Submit success story, and any photos or other program backup to the LBDHHS/City of Long Beach to <a href="mailto:christina.reid@longbeach.gov">christina.reid@longbeach.gov</a> and <a href="mailto:andrea.fogarty@longbeach.gov">andrea.fogarty@longbeach.gov</a>

**III. City Responsibilities**

City staff will also provide reporting templates to the Grantee for the fiscal and final report. The City will appoint an employee to liaise between Grantee and the City of Long Beach to administer the grant. The City will provide \$20,000 in funding for the delivery of services.

**IV. Sub-Recipient Monitoring and Tracking**

Grantee shall track program expenses and completion of scope of work activities. Grantee is also required to submit monthly financial expenditures and invoices to the City. At contract closeout,

Grantee shall submit the metrics met to date, a brief narrative of program impact, 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 Grantees expend funds according to proposed budgetary timelines. In the case that a Grantee is not efficiently spending down their grant, this tracking process allows for the reallocation of funds to another Grantee when necessary. Services conducted after May 30, 2021 shall not be reimbursed under this agreement.

Grantee will report on the metrics below:

**Healthy Store Conversion Program:**

Metric	Schedule
Equipment and Approved Supplies Purchased and Installed	Final Report
Cost of Food Purchased and Price Sold For	Final Report
Information on program impact from recipients of services for final report	Close-out Report

# EXHIBIT "B"

Budget

Budget Document – Prince Market & Deli  
 Food Security Program, CARES 2020

Prince Market & Deli		
<b>Personnel</b>	<b>Total</b>	<b>0</b>
	Purchase 1 open refrigeration units and up to 2 closed door refrigerators, and 2 freezers to store and display healthy food products. *Actual size and style will be determined based on store design and space requirements but will be used for the express purpose of storing and displaying healthy food.	13,000
	Purchase a food prep counter space	1,000
	Purchase of healthy food to fill freezer(s) and refrigerator(s) or shelving (must be sold at no higher than 15% above cost for items purchased with grant funds).	4750
	Food Storage Containers	250
<b>Operating Expenses</b>	<b>Total</b>	<b>19,000</b>
<b>Subtotal (Personnel + Operating)</b>		<b>19,000</b>
<b>Administration (5%)</b>		<b>1,000</b>
<b>Total (Subtotal + Admin Fee)</b>		<b>20,000</b>

# EXHIBIT “C”

City’s Representative(s):

Lara Turnbull

# EXHIBIT “D”

Grantee’s Key Employee(s):

Binny Shah