

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is entered into effective _____, 2020, by and between the CITY OF REDONDO BEACH, a chartered municipal corporation (the "City"), and _____, GRANTEE. The foregoing are collectively referred to as the "Parties."

RECITALS

WHEREAS, at its Meeting on August 8, 2020, the City Council voted to distribute \$70,000 of its CARES Act Funds to businesses operating within the City of Redondo Beach with applicable expenses;

WHEREAS, the City Council allocated \$50,000 for businesses located in the Riviera Village Business Improvement District and \$20,000 for businesses located on the Artesia Boulevard and Aviation Boulevard;

WHEREAS, the Program is administered by the City and funded by CARES Act funds;

WHEREAS, Grantees must have a commercial business located within the City of Redondo Beach and submit CARES Act reimbursable costs arising out of dining deck, sidewalk dining and the utilization of parking areas and outdoor spaces of a business' site to appropriately provide services while accommodating emergency orders related to social distancing and restricted indoor activities for which a Temporary Use Permit (TUP) has been issued, to be eligible for participation in the Program;

WHEREAS, the City agrees to reimburse applicants for eligible CARES Act reimbursable costs as verified by the City's Financial Services Department and as further described in Exhibit A;

WHEREAS, each applicant desires to participate in the Program pursuant to the terms and provisions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, and upon acknowledgement of each of the Parties of the receipt of valuable consideration, it is agreed as follows:

SECTION 1: GRANT FUNDING

Grantees must be businesses licensed by and located in the City of Redondo Beach with costs arising out of dining decks, or the utilization of parking areas and outdoor spaces of a business' site to appropriately provide dining services while accommodating emergency orders related to social distancing and restricted indoor activities for which a Temporary Use Permit (TUP) or Sidewalk Dining Permit has been issued by the City of Redondo Beach. The City agrees to reimburse the Grantee for 100% of CARES Act reimbursable costs associated with dining decks, sidewalk dining, and TUPs for dining, including the utilization of parking areas and outdoor spaces of a business' site to appropriately provide services while accommodating emergency orders, in a total amount not to exceed \$_____, upon submittal of all properly executed forms and upon the City's approval of all costs. A further description of CARES Act reimbursable costs is attached hereto as **Exhibit A**.

SECTION 2: WORK COMPLETION

Grantee agrees that all costs for which they are seeking reimbursement are CARES Act reimbursable and associated with dining decks, or the utilization of parking areas and outdoor spaces of a business' site to appropriately provide dining services while accommodating emergency orders related to social distancing and restricted indoor activities, for which a Temporary Use Permit (TUP) or Sidewalk Dining Permit has been issued. The City's program coordinator, or an authorized representative, shall verify the Grantee's eligibility to receive funds pursuant to this Agreement. Grantee agrees to allow the City or its agents access to buildings and the dining deck and sidewalk or outdoor dining areas, when convenient to all parties, for inspection. Such inspections shall not replace any required permit inspections by the City's Building Inspectors.

SECTION 3: REIMBURSEMENT REQUIREMENTS

Upon verification that: 1) the costs arose from dining decks, or the utilization of parking areas and outdoor spaces of a business' site to appropriately provide dining services while accommodating emergency orders related to social distancing and restricted indoor activities for which a Temporary Use Permit (TUP) or Sidewalk Dining Permit has been issued, 2) the Grantee is seeking reimbursement for CARES Act reimbursable costs, and 3) upon final inspections by the City, the Grantee shall submit to the City proof of payment of the reimbursable costs. The City shall process a reimbursement request for the Grantee within thirty (30) days of receiving a completed reimbursement application and proof of payment for the approved costs as set forth in Section 1. Failure by the Grantee to submit all required documents (or), to comply with the provisions of this Agreement will be deemed a breach of this Agreement and is likely to result in a reimbursement being delayed or withheld.

SECTION 4: INDEMNIFICATION

To the maximum extent permitted by law, the Grantee hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of the Grantee's performance or work hereunder (including any of its officers, agents, employees, Contractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. The Grantee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Grantee or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against the Grantee because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
- b. Waiver of Right of Subrogation. The Grantee, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution

against the Indemnitees.

SECTION 5: ADDITIONAL WORK

Nothing contained in this Agreement is intended to limit, restrict, or prohibit the Grantee from undertaking additional work in or about the subject premises, which is unrelated to the approved reimbursements provided for in this Agreement.

SECTION 6: TERM

This agreement shall be binding upon the City and upon the Grantee and his/her successor(s) to the Property for which reimbursement was sought for a period of one (1) year after the execution of this Agreement. It shall be the responsibility of the Grantee to inform subsequent owner(s)/lessee(s) of the Project Property of the provisions of this Agreement.

IN WITNESS THEREOF, the parties have executed this Grant Agreement as of the day and year set forth above.

CITY OF REDONDO BEACH
a chartered municipal corporation

By: _____
William C. Brand, Mayor

By: _____
Eleanor Manzano, City Clerk

APPROVED AS TO FORM

Michael W. Webb, City Attorney

By: _____
Business Owner
Name: _____
Title: _____

Exhibit A

The City agrees to reimburse the Grantee for eligible costs associated with dining decks, sidewalk dining, and TUPs for dining and:

- a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and
- b. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.