REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is entered into effective February 16, 2021, by and between the CITY OF REDONDO BEACH, a chartered municipal corporation (the "City") on the one hand, and A BASQ KITCHEN LLC dba A FISH AND FRIENDS, a California limited liability company (the "Grantee") located at 136 N. International Boardwalk, Redondo Beach, CA 90277 on the other hand. The foregoing are collectively referred to as the "Parties."

RECITALS

WHEREAS, on March 27, 2020, the United States Congress adopted the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (the "CARES Act"), which established a $5 billion Community Development Block Grant – Coronavirus Fund ("CDBG-CV");

WHEREAS, through the CDBG-CV, local agencies may allocate the funds to assist with expenses arising out of the COVID-19 public health emergency orders;

WHEREAS, on October 6, 2020, the City Council of the City of Redondo Beach allocated $40,000 of the CDBG-CV Funds to assist small businesses operating within the City;

WHEREAS, on December 1, 2020, the City Council of the City of Redondo Beach allocated an additional $16,000 of CDBG-CV Funds to assist small businesses operating within the City for a total allocation of $56,000;

WHEREAS, the assistance is funded through a grant program (the "Program"), which is be administered by the City and funded by CDBG-CV;

WHEREAS, Grantee must have a small business located within the City and submit an application for CARES Act reimbursable costs arising out of the COVID-19 public health emergency orders to be eligible for participation in the Program;

WHEREAS, the Grantee desires to participate in the Program; and

WHEREAS, the City desires to reimburse the Grantee for eligible CARES Act reimbursable costs provided the Grantee complies with the terms and conditions contained herein.

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 small businesses licensed by and located in the City with costs arising out of the COVID-19 public health emergency orders, including but not limited to, expenses related to accommodating social distancing and indoor restrictions, personal protective equipment, disinfection supplies and City-permitted outdoor dining/business operations. The City agrees to reimburse the Grantee for 100% of CARES Act reimbursable costs to appropriately provide services during the COVID-19 public health emergency orders, in a total amount not to exceed $2,000, upon submittal of all properly executed and notarized forms set forth in Section 3 of this

Agreement, and upon the City's approval of all costs. The costs that are eligible for City reimbursement include all labor, materials, equipment, and other contract items to assist with COVID-related expenses. Additional requirements are described in **Exhibits A and B**, attached hereto and incorporated herein**.**

SECTION 2: WORK COMPLETION

Grantee agrees that all costs for which they are seeking reimbursement are CARES Act reimbursable and necessary expenditures incurred due to the COVID-19 public health emergency as described herein. 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 or outdoor business 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

Inspections are required by U.S. Department of Housing and Urban Development (HUD) if the funds have been used for construction-related items. The City will audit all grant files prior to June 30, 2021. Upon completion of the work by the Grantee, and upon final inspections, if applicable, by the City, the Grantee shall submit to the City the following properly executed and notarized forms: 1) Grantee's application certifying under penalty of perjury that the expenditures were necessary and incurred due to the COVID-19 public health emergency orders and the Grantee is seeking reimbursement for CARES Act reimbursable costs; 2) a statement by the architect for design work (if applicable); 3) contractor's sworn statement showing the full cost of the work and each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work (if applicable); 4) proof of payment for the reimbursable costs (including receipts); and 5) any other required documents as provided in Exhibit A. If applicable, the Grantee shall also submit to the City a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The City shall prepare a reimbursement request for the Grantee within sixty (60) days of receiving City Council reimbursement agreement approval. 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 may result in a delayed or withheld reimbursement.

SECTION 4: CRITIERIA FOR NATIONAL OBJECTIVES

In order to comply with HUD regulations, the Grantee shall create or retain at least a) one (1) full-time employee who is of low-or moderate-income; or b) two (2) part-time employees who are of low-or moderate-income. If requested by the City, the Grantee shall provide documentation to confirm creation and/or retention of the one (1) full-time, low-or moderate-income employee or two (2) part-time, low-or moderate-income employees sixty (60) days prior to the one-year anniversary of the date of this Agreement.

SECTION 5: 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 6: 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 7: 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. In the event construction is performed, 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 Agreement as of the day and year set forth above.

CITY OF REDONDO BEACH
a charted municipal corporation

By: _____
William C. Brand, Mayor

By: _____
Eleanor Manzano, City Clerk

APPROVED AS TO FORM

_____
Michael W. Webb, City Attorney

A BASQ KITCHEN LLC DBA A FISH AND FRIENDS, a California limited liability company

By: _____

Name: Bernard Ibarra
Business Owner

***Consent of Property Owner:**
Property Owner has read the foregoing Agreement and consents to the work as described.

By: _____
Property Owner

* The consent of the Property Owner shall only be required if a contractor performs modifications to the business site)

Exhibit A

Application

Please see the attached application.

CITY OF REDONDO BEACH
COVID-19 REIMBURSEMENT GRANT APPLICATION

Section 1: Grant Funds (select one)

- (●) Citywide Reimbursement Grant
- ( ) Artesia/Aviation Commercial Corridor Reimbursement Grant
- ( ) Riviera Village Reimbursement Grant

Section 2: Applicant Information

Name: Jessica/Bernard Ibarra

Check all that apply: ☐ Property Owner ☑ Business Owner/Tenant

Business Name: A Basq Kitchen LLC DBA A Fish & Friends

Property Address: 136 N. International Boardwalk

Mailing Address: 509 S. Francisca Ave

Daytime Phone Number: 310-926-6393 Email: abasqkitchen@gmail.com

Section 3: Other COVID-19 Federal Assistance Disclosure

Funds Source: PPP Amount Given: $ Uline, Amazon

Section 4: Reimbursement Request

Item(s)/Service(s) Purchased:

1. EZ Up Tent, 2. Picnic Tables, 3. Shop Desk (hostess stand)

4. More Picnic Tables

Vendor(s): Uline, Amazon

Total Grant Amount Requested: $ 2000

CITY OF REDONDO BEACH
COVID-19 REIMBURSEMENT GRANT APPLICATION

Section 5: Scope of Work

Description of Purchased Item(s)/Service(s) and Justification for Purchase (attach additional pages if needed): _____

Outdoor dining patio with hostess stand, tent and tables

Section 6: Certifications

I certify under penalty of perjury that the above statements are true and correct to the best of my knowledge. I understand that any false statement(s) may result in disqualification of assistance.

I certify under penalty of perjury that the purchase for which I am requesting reimbursement is necessary in response to the COVID-19 public health emergency.

I certify under penalty of perjury that I have/will not be otherwise reimbursed for this purchase, including by any federal/state program.

I certify under penalty of perjury that expenses were incurred during the period of January 21, 2020 to June 30, 2023.

Signature: _____ Date: 01-13-2021

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 1-12-2021 before me, Wael Ahmed Abdallah, notary public
(insert name and title of the officer)

personally appeared Bernard Ibarra,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

WAEL AHMED ABDALLAH
COMM. #2182341
Notary Public - California
Los Angeles County
My Comm. Expires Feb. 5, 2021

Signature Wael Ahmed Abdallah (Seal)

Exhibit B

Expenditures and Grant Amount

Types of Expenditures Incurred:

☐ Personal Protective Equipment (PPE)
☐ Disinfection supplies
☒ Accommodations due to social distancing and indoor restrictions
☒ City-permitted outdoor dining / business operations

Grant Amount Requested:

$2,000

Total Grant Funds Approved: $2,000