

GRANT AGREEMENT

This Grant Agreement ("Grant 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 LONG BEACH ECONOMIC PARTNERSHIP, a California nonprofit corporation ("Grantee"), with its principal place of business at 100 W. Broadway, Suite 120, Long Beach California 90802, pursuant to a minute order adopted by the Long Beach City Council at its meeting on September 6, 2022.

RECITALS

WHEREAS, this Grant Agreement is executed in connection with one-time funding approved by the Long Beach City Council (the "Grant") in the amount of \$300,000 ("Grant Commitment Amount") made by City to Grantee as a part of City's ongoing efforts to provide programs and services that attract businesses, support economic development, and market the City; and

WHEREAS, Grantee has the mission of assisting and promoting public and private investment, community partnerships and resources to support the economic revitalization of Long Beach; and

WHEREAS, City and Grantee previously entered into an Amended and Restated Agreement dated February 1, 2020 (the "LBEP Agreement"); and

WHEREAS, Grantee requires additional revenues to sustain its existing programming and operations; and

WHEREAS, the Grant is being made by City to Grantee in order to provide bridge funds to allow Grantee to identify and secure future additional revenue sources that further Grantee's mission.

OFFICE OF THE CITY ATTORNEY  
DAWN MCINTOSH, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4684

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

1 AGREEMENT

2 NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
3 conditions in this Agreement, the parties agree as follows:

4 1. Grantee's Representations and Warranties. To induce City to enter  
5 into this Grant Agreement and to make the Grant, Grantee makes the following  
6 representations and warranties:

7 1.1 Capacity. Grantee has the full power, authority, and legal right  
8 to execute and deliver, and to perform and observe the provisions of this Grant  
9 Agreement, and any other document, agreement, certificate, or instrument which  
10 may be executed in connection with the Grant (collectively, the "Grant  
11 Documents"), and to carry out the transactions contemplated in the Grant  
12 Documents.

13 1.2 Authority and Enforceability. Grantee's execution, delivery,  
14 and performance of this Grant Agreement and the other Grant Documents have  
15 been duly authorized by all necessary corporate or other business entity action  
16 and do not and shall not require any registration with, consent, or approval of,  
17 notice to, or any action by any person, entity or government authority. This Grant  
18 Agreement and the other Grant Documents, when executed and delivered by  
19 Grantee, shall constitute the legal, valid, binding, and joint and several obligations  
20 of Grantee enforceable in accordance with their respective terms.

21 1.3 Compliance with Other Instruments. The execution and  
22 delivery of this Grant Agreement and the other Grant Documents and compliance  
23 with their respective terms, shall not result in a breach of any of the terms or  
conditions of, or result in an occurrence of an event for which any holder or

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holders of indebtedness may declare the same due and payable under, any indenture, agreement, order, judgment, or instrument to which Grantee is a party or by which Grantee may be bound or affected.

1.4 Compliance with Law. The execution and delivery of this Grant Agreement and the other Grant Documents do not conflict with, result in a breach or default under, or create any lien or charge under any provision of any governmental regulation to which Grantee is subject.

1.5 No Untrue Statements. All statements, representations, and warranties made by Grantee in this Grant Agreement or any other Grant Document (a) are and shall be true, correct, and complete in all material respects at the time they were made and on and as of the date of this Grant Agreement; (b) do not and shall not contain any untrue statement of a material fact; and (c) do not and shall not omit to state a material fact necessary to make the information in them neither misleading nor incomplete. Grantee understands that all such statements, representations, and warranties shall be deemed to have been relied on by City as a material inducement to make the Grant.

2. Grant Conditions and Grantee's Covenants.

2.1 Grant Conditions. City shall disburse funds to Grantee after City receives from Grantee (i) written request for such funds, (ii) an implementation plan in form and content reasonably acceptable to City covering anticipated costs and eligible expenses as described in Section 2.3, and (iii) proposals, scopes of work, or quotes for professional services to be delivered by consultants, if any. Grantee shall provide the deliverables to City as and when described in Exhibit A attached hereto and incorporated herein by this reference, and shall otherwise

1 comply with the requirements thereof. City shall reimburse eligible expenses  
2 within thirty (30) days after City receives from Grantee paid invoices, receipts, or  
3 other proof of expenditure reasonably required by City for expenses eligible for  
4 reimbursement as described in Section 2.3, and a written report including  
5 expenditures, activities, and accomplishments. City will not advance or reimburse  
6 any expenses that are not eligible under this Grant Agreement. The Grant  
7 Commitment Amount shall be paid to Grantee in four or more separate payments,  
8 none of which shall exceed \$75,000. After the first payment, all subsequent  
9 payments shall be conditioned upon City receiving proof of expenditure of all  
10 previous Grant payments received by Grantee.

11 2.2 Grant Expenditures. Grantee shall only expend Grant  
12 proceeds on costs in connection with the eligible uses of grant funding as  
13 described in Section 2.3. Grantee shall keep documents and records evidencing  
14 such expenditures in its possession for at least three (3) years after the last of  
15 such Grant funds are expended, and shall allow City and its auditors reasonable  
16 access to such documents and records for purposes of inspecting the same to  
17 determine compliance with Grantee's obligations under this Grant Agreement and  
18 the other Grant Documents. The provisions of this Section 2.2 shall survive  
19 termination of this Agreement.

20 2.3 Eligible Uses of Grant Funding. City agrees to provide  
21 funding to Grantee to develop and implement plans that create sustainable  
22 revenue sources for Grantee. Eligible uses of Grant funding include the following:

23 2.3.1 Hiring consultants to complete outreach to businesses  
owners and other members of the public in critical economic sectors.

2.3.2 Compensating staff and/or independent contractors to  
conduct outreach to business owners in commercial areas throughout the

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City of Long Beach.

2.3.3 Hiring consultants to study and propose other revenue generation opportunities, including without limitation instituting and/or expanding paid memberships, special events and other promotional opportunities.

2.3.4 Administrative expenses that are required to appropriately account for any funds provided under this Grant Agreement and to cover overhead costs associated with studying and implementing new revenue sources, such as managing consultants and contracts; provided, however, that such administrative and overhead expenses and costs shall in no event comprise more than ten percent (10%) of the Grant Commitment Amount.

2.4 Grantee Cooperation. Grantee shall make a good faith effort to continue to work with City and other community partners to implement the "Blueprint for Economic Development" adopted by the Long Beach City Council.

3. Term. Except for those provisions which expressly survive termination, the term of this Agreement shall expire, and City shall have no further obligation to fund the Grant Commitment Amount, in the event that the Grant Conditions are not satisfied on or before December 31, 2024. All expenditures must be incurred by Grantee, and all services must be provided by Grantee between October 1, 2022, through December 31, 2024. City will not be obligated to reimburse expenses incurred outside the stated term.

4. Default and Remedies.

4.1 Events of Default. Grantee shall be in default under this Grant Agreement and the other Grant Documents if any of the following events (each, an "Event of Default") occurs (a) the failure of Grantee to perform or comply with any obligation hereunder or under the other Grant Documents within thirty (30) days of receiving written notice of such failure from City; or (b) the failure to be true in any material respect when made of any representation or warranty of Grantee contained herein or in the other Grant Documents.

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4.2 City's Rights and Remedies. Subject to Grantee's right to notice of default and right to cure the default(s), if an Event of Default occurs, City has the following rights and remedies ("Rights and Remedies"):

4.2.1 Declare a Default. City may declare this Grant Agreement in default.

4.2.2 Terminate the Grant. City may terminate the Grant, make no further payments hereunder, and may seek reimbursement of the Grant from Grantee.

4.2.3 Indemnity. Grantee shall indemnify and shall defend and save harmless, City and City's boards, and the officers, directors, employees and agents of City (for the purposes of this Subsection, collectively the "City"), from and against any and all losses, liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses harmless from any liability, claim, loss, cost, legal expenses, incurred by or alleged against City arising from or related to the Grant or Grantee's actions or omissions under this Agreement. The provisions of this Section 4.2.3 shall survive termination of this Grant Agreement.

4.2.4 Remedies Cumulative. City may (but is not required to) exercise any or all of the rights under this Grant Agreement. All of City's Rights and Remedies contained in this Grant Agreement are cumulative and are in addition to any other Rights and Remedies created in any other Grant Document or existing at law or in equity.

5. Miscellaneous.

5.1 No Waivers. If City delays in exercising or fails to exercise

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any of its rights under this Grant Agreement, that delay or failure shall not constitute a waiver of any City rights or of any breach, default, or failure of condition under this Grant Agreement. No waiver by City of any of its rights or of any such breach, default, or failure of condition shall be effective, unless the waiver is expressly stated in a writing signed by City.

5.2 Entire Agreement. Except for the LBEP Agreement, this Grant Agreement and the other Grant Documents are the entire understanding between City and Grantee about the Grant, and may not be modified, amended, or terminated except by written agreement signed by City and Grantee. In the event of any conflict between the provisions of the LBEP Agreement and this Grant Agreement, the provisions of this Grant Agreement shall control.

5.3 Assignment. This Grant Agreement inures to and binds the heirs, legal representatives, successors, and assigns of Grantee and City; provided, however, that Grantee may not assign this Grant Agreement, or assign or delegate any of its rights or obligations without City's prior written consent in each instance, which consent may be withheld in City's sole and absolute discretion.

5.4 Notices. Any notice required to be provided in this Grant Agreement shall be given in writing and shall be sent (a) for personal delivery by a delivery service that provides a record of the date of delivery, the individual to whom delivery was made, and the address where delivery was made; (b) by first-class certified United States mail, postage prepaid, return receipt requested; or (c) by a nationally recognized overnight courier service, marked for next day business delivery. All notices shall be addressed to the party to whom such notice

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is to be given at the property address stated below in this Section or to such other address as a party may designate by written notice to the other. All notices shall be deemed effective on the earliest of (a) actual receipt; (b) rejection of delivery; or (c) if sent by certified mail, the third day on which regular United States mail delivery service is provided after the day of mailing or, if sent by overnight delivery service, on the next day on which such service makes next-business-day deliveries after the day of sending.

Grantee: Long Beach Economic Partnership  
100 W. Broadway, Suite 120  
Long Beach CA 90802  
Attn: Leah Goold-Haws

City: City of Long Beach  
411 W. Ocean Blvd., 10th Floor  
Long Beach, CA 90802  
Attn: Economic Development Director

5.5 No Third-Party Beneficiary. This Grant Agreement is for the sole benefit of City and Grantee and is not for the benefit of anyone else. All conditions to City's obligation to make any payment are solely for City's benefit. No other person or entity shall have standing to require satisfaction of those conditions or be deemed to be the beneficiary of those conditions.

5.6 Governing Law. This Grant Agreement shall be construed and enforce able according to the laws of the State of California for all purposes.

5.7 Time Is of the Essence. Time is of the essence with respect to all obligations of Grantee under this Grant Agreement.



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5.8 Severability. If any provision of this Grant Agreement, or the application of it to any party or circumstance, is held void, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this Grant Agreement, and the application of such provision to other parties or circumstances, shall not be affected thereby, the provisions of this Grant Agreement being severable in any such instance.

IN WITNESS WHEREOF, Grantee and City have executed and delivered this Grant Agreement as of the date first written above.

LONG BEACH ECONOMIC PARTNERSHIP, a California nonprofit corporation

June 12, 2023

By Leah Goold Haws  
Name Leah Goold-Haws  
Title President/CEO

June 12, 2023

By R Alton  
Name Ryan Alton  
Title Chairman

"Grantee"

CITY OF LONG BEACH, a municipal corporation

June 22, 2023

By Linda F. Johnson  
City Manager

"City"

This Agreement is approved as to form on June 20, 2023.

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

DAWN MCINTOSH, City Attorney

By [Signature]  
Deputy

## EXHIBIT A

### **CITY OF LONG BEACH AGREEMENT WITH THE LONG BEACH ECONOMIC DEVELOPMENT PARTNERSHIP**

Add one-time funds of \$300,000 in the General Fund Group in the Economic Development Department (EDD), to enhance business attraction activities and to determine the future of the Long Beach Economic Partnership (LBEP). Funds are required to be spent on securing the financial future of LBEP and to pay for studies, marketing, and special events towards new, permanent revenue sources. These funds are intended to provide a bridge in FY 23 and FY 24 to new funding. Uses of funding include:

- Year one/2023 - Hiring consultants to complete outreach to complete Economic Impact studies on critical economic sectors or sub-sectors that can lead to the targeting of qualified prospects to relocate to Long Beach.
- Year two/2024 - Hiring a firm to develop a public relations campaign (paid advertising, virtual group meetings/webinars, email blasts & social media engagement) and outreach to business owners in critical economic sectors. This would likely result in the expansion of paid membership to the LBEP.

As part of the mission of the Long Beach Economic Partnership to promote the city, its workforce and its economic opportunities, LBEP will seek to produce at least one special events and other promotional activities like Accelerate Long Beach with the goal of sustaining such events on an annual basis in order to create sustainable revenue generation for the organization.

- Economic Development staff will coordinate an Agreement for Funding with LBEP that describes the eligible uses of grant funding, payment process, and other terms and conditions including reports and updates to City Council and other organizations as recommended.

In order to facilitate the application of these funds, LBEP has provided a proposed estimated budget in alignment with the Key Performance Indicators and as determined necessary to meet the proposed deliverables as specified in the agreement.

#### **YEAR ONE DELIVERABLES:**

- Hold Long Beach Economic Development Forum
- LBEP will develop a comprehensive strategic plan that leverages the knowledge and expertise of the board membership to enhance the priority industry and business sectors in alignment with the city's Blueprint 2.0 and the Mayor's Opportunity Beach agenda.
- LBEP will work with marketing consultant(s) to design marketing, branding, and communications strategies that serve to promote the City of Long Beach, talent, business and industry growth, and investment opportunities.
- LBEP will convene a Long Beach Marketing committee that will engage directly with city officials in understanding the most critical aspects of the messaging from the city leadership.
- LBEP will work to implement these strategies and will promote the local and regional assets that are key to the development and growth of economic-driving industry sectors including the local talent pool, educational institutions, housing and lifestyle opportunities, cultural assets, companies, industries, manufacturing and innovation hubs and central access to freeways, ports, airports and other major modes of transportation as well as the ideal location of the city to both LA and Orange counties.

## EXHIBIT A

- As part of the implementation of a marketing strategy, LBEP will utilize research and data including economic impact studies that map regional assets and define economic sectors or sub-sectors.
- LBEP will serve to promote the city as an innovation and tech hub, particularly through the “100 Tech Start-Ups Challenge” in partnership with various city organizations and through funding support of Sunstone Investments.
- All marketing and related efforts should support the primary mission of LBEP on behalf of the city to generate the targeting of qualified business and industry prospects to expand and relocate to Long Beach.
- LBEP will sponsor, host, and develop events and activities that promote the City of Long Beach and its diverse communities to create revenue generating opportunities for the organization.
- LBEP will develop a Long Beach Site Selection committee and will work to design a strategy for site selection that leverages the marketing and PR efforts of the organization.

### Key Performance Indicators:

- Q1 2023- LBEP will provide a copy of the LBEP strategic plan to the city and indicate where the plan meets and aligns with the city's Blueprint 2.0, Mayor's Opportunity Beach Agenda objectives, and how LBEP is planning to leverage the City's initial two-year investment into the partnership via special events, sponsorships, and /or memberships.
- Q2/Q3 2023- LBEP will provide the city with a marketing strategy and engage with the city, including the Economic Development Department, in the development of the strategy.
- Q3/Q4 2023- LBEP will launch its initial marketing strategy and will utilize analytics to assess the reach and traction of the marketing efforts.
- Q3/Q4 2023- LBEP will use the marketing strategy to support targeted PR efforts and will work with city leadership to leverage ongoing city efforts to broaden and enhance such PR. Including the development of industry sector profiles in partnership with EDD, California State University Long Beach and other partners and other collateral materials on “Why” Long Beach.
- Q3/Q4 2023- LBEP will host an economic forum and at least one other Long Beach event to promote the city, the mission of the organization, business, and industry. LBEP will utilize sponsors and marketing to further promote such activities to the widest audience possible.
- Q4 2023- LBEP will establish a protocol for Site Selection activities and the Site Selection committee will host at least one discussion regarding the process and promotion of Long Beach as a destination for business relocation, assess and inventory where growth and development can happen throughout the City of Long Beach.

### YEAR TWO DELIVERABLES:

- Hold Long Beach Economic Development Forum
- LBEP will assess and build from its comprehensive strategic plan including the priority industry and business sectors. LBEP will continue to grow the membership to expand the capabilities of the organization and to guide the activities of the organization in alignment with the city's Blueprint 2.0 and the Mayor's Opportunity Beach agenda.
- LBEP will review the success and issues with the marketing efforts over the prior year and determine if the analytics reflect the desired ROI. LBEP will further update the

## EXHIBIT A

marketing/communications strategy as it continues to promote the City of Long Beach and support its business and industry growth.

- LBEP will update the Long Beach Marketing committee and continue to engage directly with city officials in continuing to advance the most critical aspects of the city's goals.
- LBEP will grow its repository of research and make the results available to affiliated organizations such that the city can effectively utilize research and data including economic impact studies to grow and define economic sectors or sub-sectors.
- LBEP will capture and promote outcomes through the partnership to promote the city as an innovation and tech hub, as part of the "100 Tech Start-Ups Challenge".
- All marketing and related efforts will continue to support the primary mission of LBEP on behalf of the city to generate the targeting of qualified business and industry prospects to relocate and expand to Long Beach.
- LBEP will launch the planning and development of a PR campaign (including paid advertising, online marketing, and social media campaigns). The proposed PR campaign will be launched in whole or in part in year two, to perform outreach to business owners in critical economic sectors and to participate in discussions including meetings and webinars related to economic growth and business success. These discussions will lead to further informing the city of business needs and demands.
- LBEP will continue to grow its ability to sponsor, host and develop events and activities that promote the City of Long Beach and its diverse communities to create revenue generating opportunities for the organization by growing its membership and sponsor partners.
- LBEP will engage with the Long Beach Site Selection committee and will establish at least one activity, a "Site Selection Summit" that directly markets the city and its assets to site selectors, potential corporate and business entities considering relocation to Long Beach.

### Key Performance Indicators:

- **Q1 2024-** LBEP will provide an updated copy of the LBEP strategic plan to the city including an overview of accomplishments and indicate where the plan meets and aligns with the city's Blueprint 2.0, Mayor's Opportunity Beach Agenda updated objectives, and how LBEP is leveraging the City's initial two-year investment into the partnership via special events, sponsorships, and/or memberships. And, how LBEP plans to move forward with future revenue generating goals and opportunities.
- **Q2 2024-** LBEP will provide the city with an overview of the effectiveness of the marketing strategy based on existing analytics and data and engage with the city, including the Economic Development Department, in any updates to the strategy.
- **Q2/Q3 2024-** LBEP will launch, assess its initial marketing strategy and determine, based on analytics to assess the reach and traction of the marketing efforts, and then adjust the strategy based on the desired ROI accordingly.
- **Q2/Q3 2024-** LBEP will continue to advance and grow the marketing strategy, once updated, and adopted, to support targeted PR efforts and will work with city leadership to leverage ongoing city efforts to broaden and enhance such PR.
- **Q3/Q4 2024 -** LBEP will host an economic forum and at least one other Long Beach event to promote the city, the mission of the organization, business, and industry. LBEP will utilize

## EXHIBIT A

sponsors and marketing to further promote such activities to grow the city profile to the widest audience possible.

- **Q4 2024-** LBEP will review the protocol for Site Selection activities and the Site Selection committee will provide an update on results from the committee's efforts to host at least one activity regarding the process and promotion of Long Beach as a destination for business relocation and expansion. LBEP will work with EDD to develop a proactive business development campaign, domestic and international, to attract new business and industry to the city.