

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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CARES ACT GRANT AGREEMENT

35709

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 LONG BEACH AREA CONVENTION AND VISITOR'S BUREAU, a nonprofit corporation organized under the laws of the State of California ("GRANTEE"), with its principal place of business at 301 E. Ocean Blvd., Suite 1900, Long Beach, California 90802.

WHEREAS, the City of Long Beach received a Coronavirus Relief Fund (CRF) award of \$40.28 million 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 December 30, 2020; and

WHEREAS, the City is required by federal law to impose various terms and conditions, including expedited reporting requirements, on the GRANTEE; and

WHEREAS, these terms and conditions, including exhibits, the terms of any RFP, if applicable, and the terms and conditions of the GRANTEE'S application, and any amendments thereto as may be approved by the City, are incorporated herein by reference;

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NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the City and the GRANTEE agree as follows:

1. PROJECT. The City agrees to provide funding to the GRANTEE for the development and implementation of the CARES Act Long Beach Tourism Business Improvement District Grant Program ("Project"). The Project description is incorporated by reference to this Agreement as Exhibit A.

2. GRANT FUNDS. The GRANTEE hereby acknowledges and agrees that the City's total contribution for the GRANTEE'S approved project shall not exceed \$102,538. It is expressly understood and agreed that in no event will the City's total contribution exceed this amount.

3. METHOD OF PAYMENT. The City shall make available to the GRANTEE upon or after the effective date of this Agreement an advance payment totaling 15 percent of the grant amount listed in Section 2 of this Agreement. For subsequent payments, the City shall make payments to the GRANTEE on a reimbursement basis. The Grantee may request reimbursement for eligible expenditures related to the Project incurred between March 1, 2020 and December 14, 2020. To receive reimbursement for eligible expenditures related to the Project, GRANTEE must submit sufficient supporting documentation to verify expenditures, including:

- A. A summary of eligible expenditures.
- B. Copies of paid invoices for professional or other services.
- C. Summary of staff hours for the Project.
- D. CARES Act BID Grant Progress Report that includes the following:
 - a. Summary of key accomplishments describing progress made on the Project.
 - b. Relevant key performance indicators described in Exhibit A.

1 c. Information regarding any potential risks associated with
2 accomplishing deliverables identified in Exhibit A.

3 d. Supporting documentation, such as press releases,
4 earned media, photos, or other relevant information.

5 4. PERFORMANCE PERIOD; FUND APPLICATION. Funding has been
6 authorized for eligible expenditures related to the Project incurred between March 1, 2020
7 and December 14, 2020. The performance period for this grant is March 1, 2020 to
8 December 14, 2020. All expenditures must be incurred, and all services must be provided
9 within the performance period. CITY will not be obligated to reimburse expenses incurred
10 after the performance period. GRANTEE must notify CITY in writing no later than
11 November 16, 2020, if they anticipate grant funding will not be fully expended by December
12 14, 2020, unless otherwise negotiated in writing in advance between the parties. Funding
13 shall be expended for authorized eligible expenditures in accordance with the Project
14 budget, delineated in the Project submittal attached hereto and incorporated by reference
15 as Exhibit A. When required to do so in writing, the GRANTEE shall repay the CITY for any
16 amounts disbursed that the CITY determines were not used for authorized purposes, or
17 were used in violation of Federal, State, or City statutes, regulations or guidelines. The
18 CITY may also withhold such amounts from any allowable reimbursement request of the
19 GRANTEE.

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

27 A. Cooperation with Monitoring, Audits, and Records
28 Requirements. All records and expenditures are subject to, and GRANTEE agrees

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

7 B. Single Audit Requirements. Any Grantee expending \$750,000
8 or more in federal funds in a fiscal year may be subject to Single Audit Requirements
9 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)
10 [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)

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

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

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

27 A. In the event Grantee fails to perform or comply with an
28 obligation or a term, condition or provision of this Agreement, the CITY may notify

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

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

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

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

27 7. RECAPTURE OF FUNDS. The discretionary right of CITY to
28 terminate this Agreement for convenience notwithstanding, CITY shall have the right to

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

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

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

27 10. CONFLICT OF INTEREST SAFEGUARDS. The GRANTEE will
28 establish safeguards to prohibit its employees from using their positions for a purpose that

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

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

15 12. CERTIFICATION REGARDING LOBBYING. By entering into this
16 Agreement, GRANTEE is certifying:

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

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

1 contract, grant, loan or cooperative agreement, the undersigned shall complete and
2 submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance
3 with its instructions.

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

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

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

26 14. AMBIGUITIES. To the extent the terms and conditions of this
27 Agreement do not address a particular circumstance or are otherwise unclear or
28 ambiguous, such terms and conditions are to be construed consistent with the general

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

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

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

21 17. INSURANCE.

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

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

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

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

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

25 B. Any self-insurance program, self-insured retention, or
26 deductible must be separately approved in writing by City's Risk Manager or
27 designee and shall protect City, its officials, employees and agents in the same
28 manner and to the same extent as they would have been protected had the policy

1 or policies not contained retention or deductible provisions.

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

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

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

20 F. Prior to the start of performance, GRANTEE shall deliver to
21 City certificates of insurance and the endorsements for approval as to sufficiency
22 and form. In addition, GRANTEE shall, within thirty (30) days prior to expiration of
23 the insurance, furnish to City certificates of insurance and endorsements
24 evidencing renewal of the insurance. City reserves the right to require complete
25 certified copies of all policies of GRANTEE and sub-grantees, at any time.
26 GRANTEE shall make available to City's Risk Manager or designee all books,
27 records and other information relating to this insurance, during normal business
28 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
3 more frequently than once a year, City's Risk Manager or designee may require
4 that GRANTEE, sub-grantees change the amount, scope or types of coverages
5 required in this Section if, in his or her sole opinion, the amount, scope or types of
6 coverages are not adequate.

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

11 18. INDEMNITY.

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

26 B. In addition to Consultant's duty to indemnify, Consultant shall
27 have a separate and wholly independent duty to defend Indemnified Parties at
28 Consultant's expense by legal counsel approved by City, from and against all

1 Claims, and shall continue this defense until the Claims are resolved, whether by
2 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
3 breach, or the like on the part of Consultant shall be required for the duty to defend
4 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
5 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
6 in the defense.

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

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

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

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

21 21. JURISDICTION/VENUE. This Agreement shall be construed in
22 accordance with the laws of the State of California, and the venue for any legal actions
23 brought by any party with respect to this Agreement shall be the County of Los Angeles,
24 State of California for state actions and the Central District of California for any federal
25 actions. GRANTEE shall cause all work performed in connection with construction of the
26 Project to be performed in compliance with (1) all applicable laws, ordinances, rules and
27 regulations of federal, state, county or municipal governments or agencies (including,
28 without limitation, all applicable federal and state labor standards, including the prevailing

1 wage provisions of sections 1770 et seq. of the California Labor Code); and (2) all
2 directions, rules and regulations of any fire marshal, health officer, building inspector, or
3 other officer of every governmental agency now having or hereafter acquiring jurisdiction.

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

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

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

15 25. NON-DEBARMENT REQUIREMENTS. The GRANTEE certifies, and,
16 if the CITY, State of California or the United States Federal government requires shall
17 further certify that they were not debarred by the State of California or the United States
18 Federal government at the time of submitting a proposal, and hereby certifies and will
19 further certify that the GRANTEE shall immediately notify the CITY should their debarment
20 status change anytime during the performance period.

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

LONG BEACH AREA CONVENTION AND VISITOR'S BUREAU, a nonprofit corporation organized under the laws of the State of California

10 / 27, 2020

By [Signature]
Name Steve Goodling
Title PRES/CEO

_____, 2020

By _____
Name _____
Title _____

"Consultant"

CITY OF LONG BEACH, a municipal corporation

November 5, 2020

By [Signature]
City Manager

"City" EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

This Agreement is approved as to form on Nov. 2, 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 90802-4664



CARES ACT BID GRANT PROGRAM SCOPE OF WORK

SUBMITTED BY THE LONG BEACH CONVENTION & VISITOR'S
BUREAU

SEPTEMBER 25, 2020

Table of Contents

DISTRICT OVERVIEW 2

 District Background 2

 District Boundary 6

BID Grant Program Summary 8

Key Performance Indicators(KPI) 8

Equitable Distribution of Resources 8

Budget 8

DISTRICT OVERVIEW

District Background

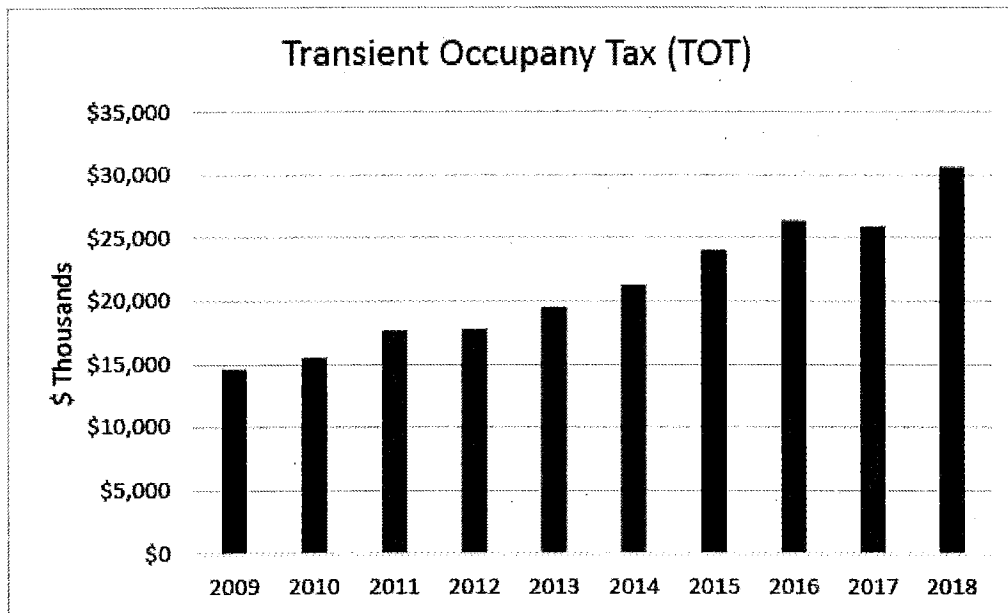
Long Beach Convention and Visitor Bureau

The Long Beach Convention & Visitors Bureau (LBCVB) is the official tourism organization contracted by the City of Long Beach. The mission of the LBCVB is to contribute to the economic development of the City by selling, marketing and promoting Long Beach as a destination for conventions, meetings, tradeshows, and tourism.

The Long Beach Area Convention & Visitors Council, Inc. was incorporated on August 2, 1982, as a tax-exempt nonprofit organization. The Council commenced operations on October 1, 1982. Effective March 21, 1995, the Council changed its name to the Long Beach Convention & Visitors Bureau. The mission of the Bureau is accomplished through direct sales to meeting planners, publicity through meeting trades and travel publications and through marketing and promotional cooperative campaigns with the Bureau's membership, city and industry partners.

The tourism industry is one of the largest generators of revenue for the City. Recent studies indicate that overnight visitors in Long Beach generate more than \$1.17 billion in economic impact from direct spending on transportation, accommodations, dining, shopping, attractions and city taxes.*

Data was extracted on transient occupancy taxes from the City of Long Beach to determine the total amount of spending at hotels and motels in the City of Long Beach. Transient occupancy tax revenue in the City of Long Beach totaled \$30.6 million in fiscal year 2019. Using the City's 12% transient occupancy tax rate we determined total spending at hotels and motels to be roughly \$255 million in fiscal-year 2019.*



Source: City of Long Beach

*Beacon Economics/City of Long Beach

Tourism has been a significant factor in the City's economy and remains subject to the fluctuations in the local, state, and national economies. The LBCVB promotes several notable neighborhoods/districts and attractions including the Aquarium of the Pacific, the Queen Mary, Long Beach Performing Arts Center, Museum of Latin American Art, Long Beach Museum of Art, Rainbow Harbor, and Carnival Cruises, and our two historic Ranchos. Both Ranchos Los Alamitos and Ranchos Los Cerritos are listed in the National Register of Historic Places and reveal our rich history and the early ranching and farming era.

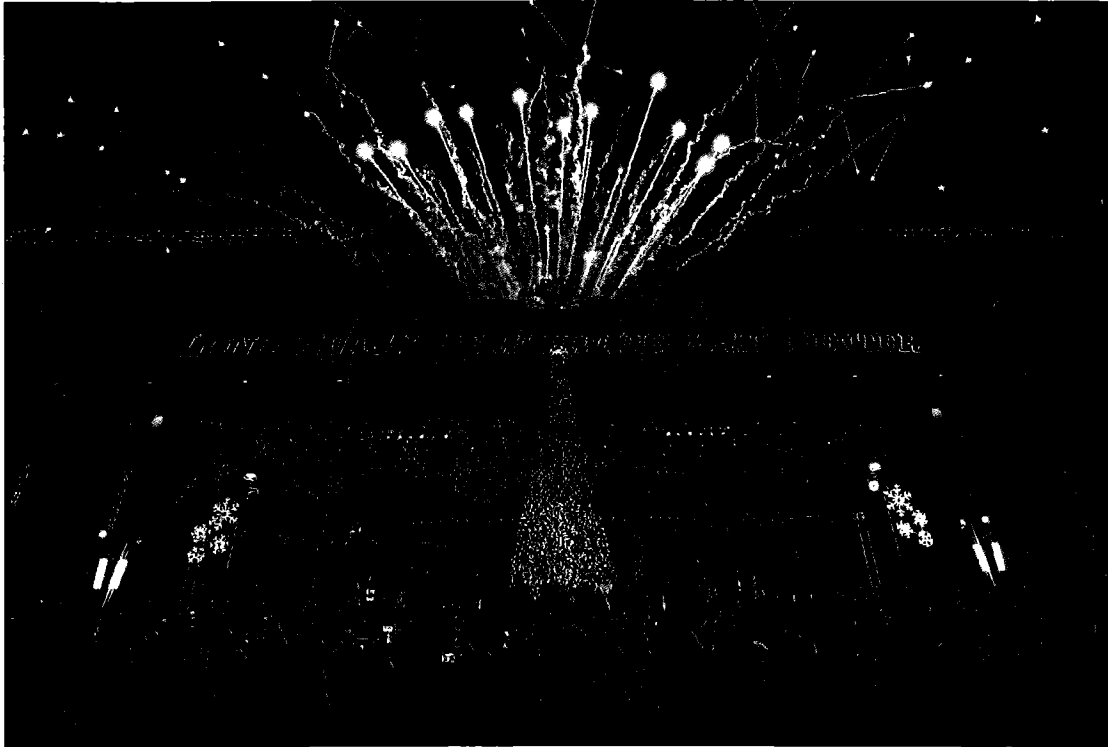
Multiple aquatic offerings are also promoted including harbor cruises, whale watching, sport fishing, boating facilities, and our beaches and marinas. Our Long Beach Parks and Recreation facilities with over 170 parks and 26 community centers and one of the busiest municipal golf systems in the country with five courses is another highlight of the city.

The Long Beach Public Transit System includes a Metro Link, the Long Beach Transit buses, our free downtown area Passport Shuttle, and our water taxis - The Aquabus and The Aqualink. Long Beach is fast becoming one of the most bicycle friendly cities in America. We welcome cyclist to explore our city with more than 100 miles of bike routes and 5.5 miles of scenic beachfront. All of these facilities and services assist in us attracting millions of visitors to the city each year.

LBCVB marketing and public relations efforts also attract visitors to Long Beach to attend an array of high-profile annual events including the Acura Grand Prix, Long Beach Pride, Long Beach Marathon, POW! WOW! in addition to dozens of cultural, ethnic, and sports festivals.

The Long Beach Convention & Visitors Bureau enjoys a strong partnership with our city. Through their support, we have been able to reposition the Long Beach Convention Center which has played host to various city events, including graduations, inaugurations and other events.





Our holiday season kicks off with our annual Christmas Tree Lighting which is also organized by the LBCVB. This magical event is hosted in early December and includes an evening of festivities for the entire family. This event has grown from 400 people in our inaugural year to 5000 people last year.

Long Beach Convention & Entertainment Center

The City has fostered convention business by expanding convention facilities and encouraging private sector participation. Trade shows, conventions, concerts, athletic competitions, and other events are held regularly at the Long Beach Convention & Entertainment Center (The Center), which was enlarged in 1994 to accommodate 318,000 square feet of exhibit space.

Over the past several years, the Convention Center has received monies to renovate and reposition the facility. This has helped to put Long Beach at the forefront of innovation with a new modern campus using the prestigious TED conference as a design model. This new styling, using furniture and lighting, has created an environment that encourages conventioners to network and collaborate, which is what conventions and associations are trying to achieve today with their meetings. The Center has been hailed by the meetings media as "The Convention Center of the Future."

Accolades

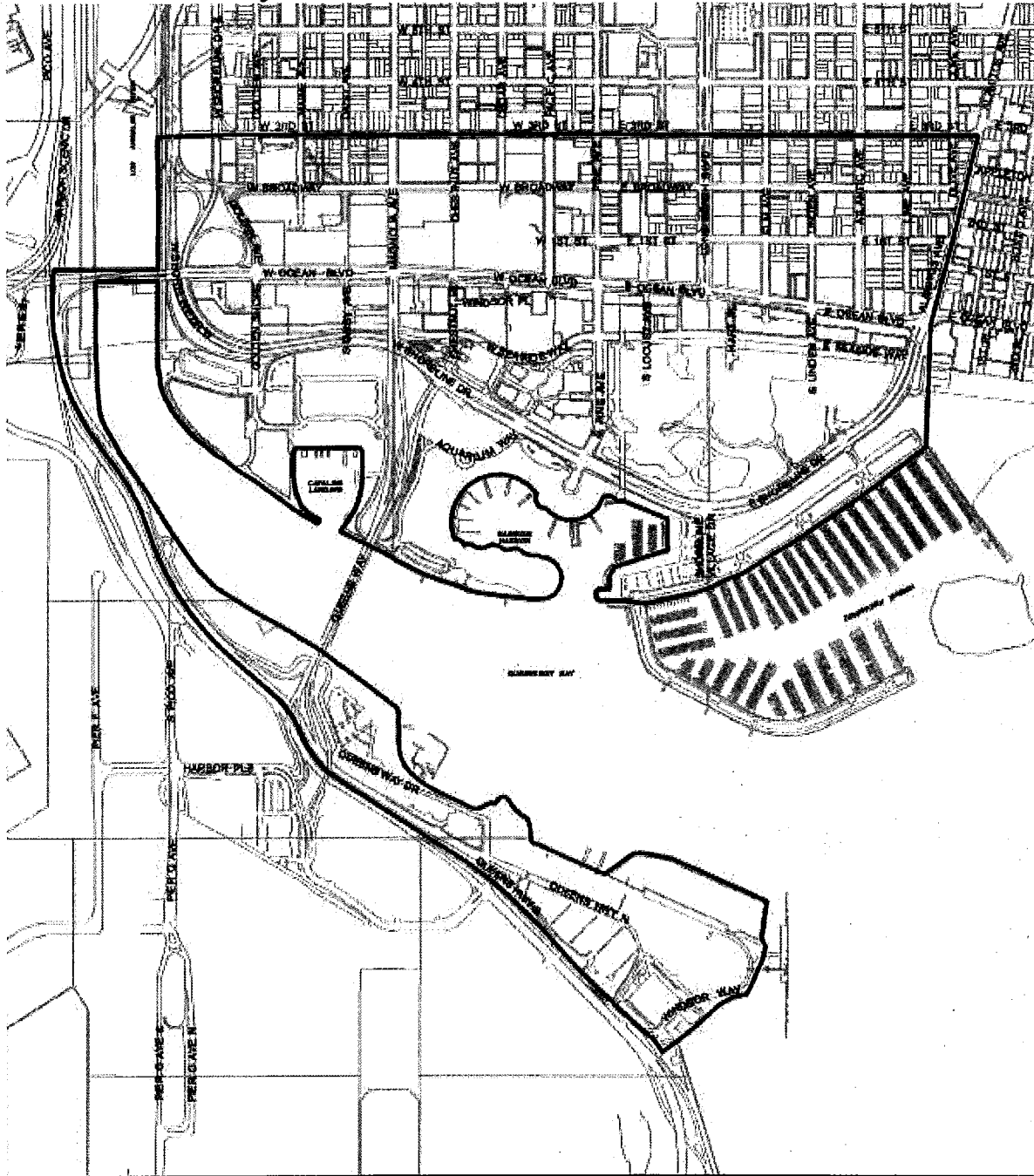
Capitalizing on Long Beach being recognized in Convene magazine, the official magazine of PCMA (the largest professional association of meeting planners), for being ahead of the trends in meetings and events the previous year, the center hosted the first ever Think Tank for Future Trends in Meetings put on by PCMA. Bringing 20 of the top influential thinkers in the nation to Long Beach.

The concept of "turnkey" spaces continues to bring in new business for The Center, including groups that could not use Long Beach before the addition of the larger spaces including the Pacific Ballroom, Terrace Plaza, and the Cove. The repositioning is helping Long Beach to become more competitive as it contends with similarly sized convention centers in cities such as Portland, San Jose, Denver, and Phoenix. Long Beach has also been successful in pulling groups from much larger centers such as Los Angeles, Anaheim, and San Diego.

Both the Long Beach Convention Center and Long Beach Convention & Visitors Bureau won the Stella Award for the fourth consecutive year. Both the CVB and the Center have won the "gold" award for the "Best in the West" title. Long Beach beat out San Diego, Los Angeles, Anaheim, and San Francisco, etc. This award is presented by Successful Meetings and Meetings and Conventions magazines, two of the top industry trade publications. The winners were nominated and voted on by professional meeting planners. These awards will be made public in November via these publications.

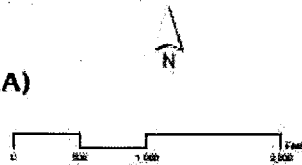


District Boundary



City of Long Beach Long Beach Tourism - Downtown Parking & Business Improvement Areas (PBIA)

As of March 2016



City of Long Beach Department of Technology & Information 086 861_Central_Tourism_Downtown.mxd 3/2/16



City of Long Beach
Long Beach Tourism - Airport
Business Improvement Area (BIA)
 As of March 2016



City of Long Beach Department of Technology & Information Services GIS_20160307_Tourism_BIA_0316



BID Grant Program Summary

The CARES Act monies is allowing the CVB to assist restaurants and hotels impacted by COVID-19 by filming over 100 Member restaurants, 26 Member hotels and a virtual tour of the Long Beach Convention & Entertainment Center to drive business.

The restaurant videos give the viewer/visitor a sense of what the establishment is all about, how it was started and a unique piece of information that sets them apart from other restaurants. These videos are being posted on our YouTube Channel, the members landing page on our website and shared through our social media channels.

In addition, the hotel videos are being used as virtual tours by the CVB Sales Team during client presentations virtually during web calls. The hotel sales teams are also using them when presenting their properties to clients/perspective clients.

Lastly, a new virtual tour video was created so that while on a webs sales call, the CVB Sales Team can walk their client through the center showing them what the space looks like so that they will be familiar with it before they arrive for their conference.

All of these videos are being shared with our respective members (restaurants and hotels) for inclusion in their marketing collateral.

All of these efforts are to help drive business/visitors to the member establishments that have been impacted by the COVID-19 pandemic for day trips, staycations, corporate travel and convention/meeting business.

Key Performance Indicators(KPI)

The CARES Act funding will enable the CVB to deliver the following outputs:

- Creation of 26 Hotel Videos
- Creation of a Convention Center Virtual Tour
- Creation of 100 Restaurant Videos

Equitable Distribution of Resources

This CARES Act Funding will allow all Long Beach Hotel and Restaurant CVB members to get custom videos of their businesses to help increase their sales.

Budget

TOTAL: \$102,538.00

Expense	Amount
Hotel Virtual Tour Filming (26 hotels) – Professional Media Services	\$75,000
Restaurant Filming – Two Staff Members (coordinate and film all videos)	\$27,538

	TOTAL	\$102,538
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