

1 administrative procedures and with City Council authority granted pursuant Resolution No.
2 RES-22-0114, and City has determined that CONTRACTOR and its employees are
3 qualified, licensed, if so required, and experienced in performing the services related to the
4 Program as further described below; and

5 WHEREAS, City desires to have CONTRACTOR assist the City in utilizing
6 ARPA Funds to perform the services related to the Program, and CONTRACTOR is willing
7 and able to do so on the terms and conditions, including exhibits, in this Agreement and
8 federal terms and conditions related to the use of ARPA Funds;

9 WHEREAS, the terms and conditions of the CONTRACTOR'S proposal (and
10 any amendments thereto as may be approved by the City), and the terms and conditions
11 of the ARPA Funds awarded to the City and in the Final Rule are incorporated herein by
12 reference; and

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

15 1. PROGRAM. The City agrees to provide funding to the
16 CONTRACTOR to serve as the City's third-party administrator for the City's Creative
17 Economy Grant Program ("Program"). The anticipated scope of work for the Program is
18 set forth in CONTRACTOR's Scope of Work attached hereto as Exhibit "A" and
19 incorporated by this reference.

20 2. GRANT FUNDS. The CONTRACTOR hereby acknowledges and
21 agrees that the City's total contribution for the CONTRACTOR'S approved Program shall
22 not exceed Six Hundred Eighty-One Thousand Dollars (\$681,000) as outlined in Part II of
23 the Program Budget attached hereto as Exhibit B and incorporated by this reference.

24 3. COMPLIANCE WITH FEDERAL ARPA-SLFRF LAWS AND
25 GUIDELINES. When disbursing ARPA Funds to beneficiaries under the Program, the
26 CONTRACTOR shall comply with all federal laws and requirements of the SLFRF Statute
27 (Title VI of the Social Security Act Sections 602 and 603, as added by Section 9901 of
28 ARPA); the US Treasury's Final Rule (31 CFR 35; 87 FR 4338); the terms and conditions

1 of the US Treasury's award of ARPA Funds to City, and any and all compliance and
2 reporting requirements for the expenditure of SLFRF funds as outlined in the Compliance
3 and Reporting Guidance for State and Local Fiscal Recovery Funds (issued by the US
4 Treasury on 11/5/21, Version 2.0) (collectively, "SLFRF Program requirements").
5 CONTRACTOR shall adhere to such SLFRF Program requirements whether or not such
6 requirements are specifically described in this Agreement; and to the extent any provisions
7 of this Agreement conflict with such federal requirements, the SLFRF Program
8 requirements shall control.

9 4. SAM.GOV REGISTRATION: CONTRACTOR must have an active
10 registration in good standing with the System for Award Management (SAM)
11 (<https://ww.sam.gov>) and maintain such registration to receive federal funds during the
12 Grant Term as defined below.

13 5. GRANT AMOUNT, INVOICING, AND METHOD OF PAYMENT.
14 Grant funding shall be expended by CONTRACTOR for authorized eligible expenditures in
15 accordance with the Scope of Work outlined in Exhibit A and the Program Budget in Exhibit
16 B. Once this Agreement is fully executed, the City will process a payment of Eighteen
17 Thousand Nine Hundred Dollars (\$18,900) to advance twenty-five percent (25%) of the
18 total administrative fee which is Seventy-Five Thousand Six Hundred Dollars
19 (\$75,600). CONTRACTOR shall thereafter send an invoice to the City on a quarterly basis
20 for administrative overhead and grant awards made under the Creative Economy Grants
21 Program as outlined in Section 6 of Exhibit A. CONTRACTOR shall certify on the invoices
22 that CONTRACTOR has performed the services in full conformance with this Agreement
23 and is entitled to receive payment. City shall pay CONTRACTOR in due course following
24 receipt from CONTRACTOR and approval by City of invoices and quarterly Progress
25 Reports or Annual Progress Report as outlined in Section 7 of Exhibit A.

26 6. GRANT TERM. The term of this Agreement shall commence upon
27 execution of this Agreement by the City Manager ("Commencement Date") and, subject to
28 the termination provisions of paragraph 9, end on two years from the Commencement Date

1 (the "Term"). CONTRACTOR shall not begin work until the Agreement Term has
2 commenced and until CONTRACTOR'S evidence of insurance has been delivered to and
3 approved by City. The Term is subject to the termination provisions of this Agreement. In
4 performance of the Program, all expenditures must be incurred by CONTRACTOR and all
5 services must be provided by CONTRACTOR within the Term, and in no event may
6 CONTRACTOR distribute ARPA Funds to grant recipients after December 31, 2026. City
7 will not be obligated to reimburse expenses incurred after the Agreement Term, and
8 CONTRACTOR will be obligated to repay City for any funds received but not expended
9 within the Term.

10 7. AUDIT AND RECORD REQUIREMENTS. City shall have the right at
11 all reasonable times during the term of this Agreement and for a period of five (5) years
12 after termination or expiration of this Agreement to examine, audit, inspect, review, extract
13 information from and copy all books, records, accounts and other documents of
14 CONTRACTOR relating to this Agreement. The CONTRACTOR shall follow all generally
15 accepted accounting procedures and practices and shall maintain books, records,
16 documents, and other evidence which sufficiently and properly account for the expenditure
17 of funds. The books, records and documents shall be subject at all reasonable times to
18 inspection, reviews, or audits by the City in order that the Program, management, and fiscal
19 policies of the CONTRACTOR may be evaluated to assure the proper and effective
20 expenditure of public funds.

21 8. REPORTING REQUIREMENTS. CONTRACTOR shall coordinate its
22 performance reporting with City's representative, Andrew Chang. CONTRACTOR shall
23 assist the City in the reporting required by the SLFRF Program. In order to facilitate the
24 City's reporting, CONTRACTOR must have a robust system to track programmatic data
25 and provide reports to the City that detail expenditures and key performance indicators as
26 requested by City. CONTRACTOR will be required at a minimum to submit quarterly and
27 annual reports to City within ten (10) days of the close of the City's SLFRF reporting period.
28 CONTRACTOR shall provide any reports requested by City regarding performance of the

1 Agreement in the form requested by City and shall be provided in a timely manner as
2 requested by City and as outlined in Exhibit A.

3 9. TERMINATION. The City may, in its sole discretion, terminate this
4 Agreement for convenience or otherwise, without recourse, liability or penalty against City,
5 upon written notice to CONTRACTOR. Additionally:

6 A. In the event CONTRACTOR fails to perform or comply with an
7 obligation or a term, condition or provision of this Agreement, the City may notify the
8 CONTRACTOR in writing of the delay or nonperformance, and if not cured in ten
9 (10) working days, the City may terminate this Agreement in its entirety, or any part
10 thereof, or the City may, upon written notice to CONTRACTOR, terminate this
11 Agreement for cause, without further notice or opportunity to cure. Such notification
12 will state the effective date of termination, and if no effective date is specified, the
13 effective date will be the date of the notification.

14 B. City and CONTRACTOR may mutually agree to terminate this
15 Agreement.

16 C. Termination is not an exclusive remedy but will be in addition
17 to any other rights and remedies provided in equity, by law, or under this Agreement.
18 Following termination by City, CONTRACTOR shall continue to be obligated to City
19 for the return of grant funds in accordance with applicable provisions of this
20 Agreement. In the event of termination under this section, City's obligation to
21 reimburse CONTRACTOR is limited to allowable costs incurred and paid by the
22 CONTRACTOR prior to the effective date of termination, and any allowable costs
23 determined by City in its sole discretion to be reasonable and necessary to cost-
24 effectively wind up the Agreement. Termination of this Agreement for any reason
25 or expiration of this Agreement shall not release the parties from any liability or
26 obligation set forth in this Agreement that is expressly stated to survive any such
27 termination or expiration.

28 D. Notwithstanding any expiration or termination of this

1 Agreement, the rights and obligations pertaining to the grant, cooperation and
2 provision of additional information, return of grant funds, audit rights, records
3 retention, public information, and any other provision implying survivability shall
4 remain in effect after the expiration or termination of this Agreement.

5 E. In the event of termination under this Section, City shall pay
6 CONTRACTOR for services satisfactorily performed and costs incurred up to the
7 effective date of termination for which CONTRACTOR has not been previously
8 paid. The procedures for payment in paragraph 3 with regard to invoices shall
9 apply. Within five (5) working days of the effective date of termination and as a
10 condition for City's final payment to CONTRACTOR, CONTRACTOR shall deliver
11 to City all Data developed or accumulated in the performance of this Agreement,
12 whether in draft or final form, or in process.

13 10. RECAPTURE OF FUNDS AND AUTHORITY TO WITHHOLD
14 MONEY DUE. The discretionary right of City to terminate this Agreement for convenience
15 notwithstanding, City shall have the right to terminate the Agreement and to recapture, and
16 be reimbursed for any payments made by City: (i) that are not allowed under applicable
17 laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Agreement,
18 including any unapproved expenditures. The City may also withhold such amounts due or
19 to become payable under this Agreement to the CONTRACTOR as may be necessary to
20 protect the City against liability or to satisfy the obligations of the CONTRACTOR to the
21 CITY.

22 11. CONFLICT OF INTEREST SAFEGUARDS. The CONTRACTOR will
23 establish safeguards to prohibit its employees from using their positions for a purpose that
24 constitutes or presents the appearance of personal or organizational conflict of interest or
25 personal gain, whether for themselves or others, particularly those with whom they have
26 family, business, or other ties. The CONTRACTOR will operate with complete
27 independence and objectivity without actual, potential, or apparent conflict of interest with
28 respect to its performance under this Agreement.

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

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

17 14. AMBIGUITIES. To the extent the terms and conditions of this
18 Agreement do not address a particular circumstance or are otherwise unclear or
19 ambiguous, such terms and conditions are to be construed consistent with the general
20 objectives, expectations and purposes of this Agreement and in all cases, according to its
21 fair meaning. The parties acknowledge that each party and its counsel have reviewed this
22 Agreement and that any rule of construction to the effect that any ambiguities are to be
23 resolved against the drafting party shall not be employed in the interpretation of this
24 Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed
25 in such a manner as to accomplish the purpose of the Agreement.

26 15. INDEPENDENT CONTRACTOR. In performing its services,
27 CONTRACTOR is and shall act as an independent contractor and not an employee,
28 representative or agent of City. CONTRACTOR shall have control of CONTRACTOR'S

1 work and the manner in which it is performed. CONTRACTOR shall be free to contract for
2 similar services to be performed for others during this Agreement. CONTRACTOR
3 acknowledges and agrees that (a) City will not withhold taxes of any kind from
4 CONTRACTOR'S compensation; (b) City will not secure workers' compensation or pay
5 unemployment insurance to, for or on CONTRACTOR'S behalf; and (c) City will not provide
6 and CONTRACTOR is not entitled to any of the usual and customary rights, benefits or
7 privileges of City employees. CONTRACTOR expressly warrants that neither
8 CONTRACTOR nor any of CONTRACTOR'S employees or agents shall represent
9 themselves to be employees or agents of City.

10 16. INSURANCE.

11 A. As a condition precedent to the effectiveness of this
12 Agreement, CONTRACTOR shall procure and maintain, at CONTRACTOR's
13 expense for the duration of this Agreement, from insurance companies that are
14 admitted to write insurance in California and have ratings of or equivalent to A:V by
15 A.M. Best Company or from authorized non-admitted insurance companies subject
16 to Section 1763 of the California Insurance Code and that have ratings of or
17 equivalent to A:VIII by A.M. Best Company, the following insurance:

18 (a) Commercial general liability insurance (equivalent in scope to
19 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
20 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
21 coverage shall include but not be limited to broad form contractual liability,
22 cross liability, independent contractors liability, and products and completed
23 operations liability. City, its boards and commissions, and their officials,
24 employees and agents shall be named as additional insureds by
25 endorsement (on City's endorsement form or on an endorsement equivalent
26 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
27 shall contain no special limitations on the scope of protection given to City,
28 its boards and commissions, and their officials, employees and agents.

1 (b) Workers' Compensation insurance as required by the California
2 Labor Code and employer's liability insurance in an amount not less than
3 \$1,000,000. This policy shall be endorsed to state that the CONTRACTOR
4 and its insurer waive their rights of subrogation against City, its boards and
5 commissions, and their officials, employees and agents.

6 (c) Crime insurance including Employee Dishonesty (Theft) in an
7 amount that is the greater of Two Hundred Fifty Thousand Dollars
8 (US°\$250,000) or the maximum amount retained at any one time by
9 CONTRACTOR for disbursement to others pursuant to the grant funding
10 provided pursuant to this Agreement. Such insurance shall name the City
11 of Long Beach as a loss payee as its interest may appear (ATIMA).

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

15 B. Any self-insurance program, self-insured retention, or
16 deductible must be separately approved in writing by City's Risk Manager or
17 designee and shall protect City, its officials, employees and agents in the same
18 manner and to the same extent as they would have been protected had the policy
19 or policies not contained retention or deductible provisions.

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

28 D. If this coverage is written on a "claims made" basis, it must

1 provide for an extended reporting period of not less than three (3) years,
2 commencing on the date this Agreement expires or is terminated, unless
3 CONTRACTOR guarantees that CONTRACTOR will provide to City evidence of
4 uninterrupted, continuing coverage for a period of not less than three (3) years,
5 commencing on the date this Agreement expires or is terminated.

6 E. CONTRACTOR shall require that all sub-contractors used by
7 CONTRACTOR in the performance of these services maintain insurance in
8 compliance with this Section unless otherwise agreed in writing by City's Risk
9 Manager or designee.

10 F. Prior to the start of performance, CONTRACTOR shall deliver
11 to City certificates of insurance and the endorsements for approval as to sufficiency
12 and form. In addition, CONTRACTOR shall, within thirty (30) days prior to expiration
13 of the insurance, furnish to City certificates of insurance and endorsements
14 evidencing renewal of the insurance. City reserves the right to require complete
15 certified copies of all policies of CONTRACTOR and sub-contractors, at any time.
16 CONTRACTOR shall make available to City's Risk Manager or designee all books,
17 records and other information relating to this insurance, during normal business
18 hours.

19 G. Any modification or waiver of these insurance requirements
20 shall only be made with the approval of City's Risk Manager or designee. Not more
21 frequently than once a year, City's Risk Manager or designee may require that
22 CONTRACTOR and sub-contractor's change the amount, scope or types of
23 coverages required in this Section if, in his or her sole opinion, the amount, scope
24 or types of coverages are not adequate.

25 H. The procuring or existence of insurance shall not be construed
26 or deemed as a limitation on liability relating to CONTRACTOR's performance or as
27 full performance of or compliance with the indemnification provisions of this
28 Agreement.

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17. INDEMNITY.

A. CONTRACTOR shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents (“Indemnified Parties”), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) CONTRACTOR’S breach or failure to comply with any of its obligations contained in this Agreement, including any obligations arising from the Program’s compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by CONTRACTOR, its officers, employees, agents, sub-CONTRACTORS, or anyone under CONTRACTOR’S control, in the performance of work or services under this Agreement (collectively “Claims” or individually “Claim”).

B. In addition to CONTRACTOR’S duty to indemnify, CONTRACTOR shall have a separate and wholly independent duty to defend Indemnified Parties at CONTRACTOR’S expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of CONTRACTOR shall be required for the duty to defend to arise. City shall notify CONTRACTOR of any Claim, shall tender the defense of the Claim to CONTRACTOR, and shall assist CONTRACTOR, as may be reasonably requested, in the defense.

C. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, CONTRACTOR’S costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by

1 the percentage of willful misconduct attributed by the court to the Indemnified
2 Parties.

3 D. The provisions of this Section shall survive the expiration or
4 termination of this Agreement.

5 18. LAWS AND REGULATIONS. In addition to the SLFRF Program
6 requirements outlined in paragraph 3 above, the CONTRACTOR shall be responsible for
7 being fully informed of all City, state and federal laws, ordinances, codes, rules and
8 regulations, which in any manner may affect this Agreement and the performance thereof.

9 19. CIVIL RIGHTS COMPLIANCE: In performing its obligations
10 pursuant to the Agreement, CONTRACTOR shall comply with all applicable legal
11 requirements relating to nondiscrimination and nondiscriminatory use of Federal funds.
12 Those requirements include ensuring that the CONTRACTOR does not deny benefits or
13 services, or otherwise discriminate on the basis of race, color, national origin (including
14 limited English proficiency), disability, age, or sex (including sexual orientation and
15 gender identity), in accordance with the following authorities: Title VI of the Civil Rights
16 Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the
17 Department's implementing regulations, 31 CFR part 22; Section 504 of the
18 Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law
19 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20
20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28;
21 Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the
22 Department's implementing regulations at 31 CFR part 23.

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

27 21. JURISDICTION/VENUE. This Agreement shall be construed in
28 accordance with the laws of the State of California, and the venue for any legal actions

1 brought by any party with respect to this Agreement shall be the County of Los Angeles,
2 State of California for state actions and the Central District of California for any federal
3 actions. CONTRACTOR shall cause all work performed in connection with the Program to
4 be performed in compliance with (1) all applicable laws, ordinances, rules and regulations
5 of federal, state, county or municipal governments or agencies (including, without limitation,
6 all applicable federal and state labor standards, including the prevailing wage provisions of
7 sections 1770 et seq. of the California Labor Code); and (2) all directions, rules and
8 regulations of any fire marshal, health officer, building inspector, or other officer of every
9 governmental agency now having or hereafter acquiring jurisdiction.

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

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

17 24. NOTICES. Any notices to be given under this Agreement shall be
18 given in writing. Such notices may be served by personal delivery, facsimile transmission
19 or by first class regular mail, postage prepaid. Any such notice, when served by mail, shall
20 be effective two (2) calendar days after the date of mailing of the same, and when served
21 by facsimile transmission or personal delivery shall be effective upon receipt. For the
22 purposes hereof, the address of City, and the proper person to receive any such notices
23 on its behalf, is: City Manager, 411 W. Ocean Blvd., 10th Floor, Long Beach, CA 90802;
24 and the address of CONTRACTOR for such notices is 115 Pine Avenue, Suite 350, Long
25 Beach, CA 90802.

26 25. TAX IMPLICATIONS AND CONSEQUENCES. The City makes no
27 representations as to the tax consequences associated with the disbursement of grant
28 funds related to this Agreement, and any determination related to this issue is the sole

1 responsibility of the CONTRACTOR. CONTRACTOR acknowledges consulting with its
2 own tax advisors or tax attorneys regarding this transaction or having had an opportunity
3 to do so prior to signing this Agreement. CONTRACTOR acknowledges the City cannot
4 provide advice regarding the tax consequences or implications of the grant funds disbursed
5 to CONTRACTOR under the terms of this Agreement.

6 26. COUNTERPART AND ELECTRONIC SIGNATURES. This
7 Agreement may be executed in one or more counterparts, each of which shall constitute
8 an original and all of which when taken together shall constitute one Agreement. The
9 reference to “electronic signatures” in this Agreement shall include images of manually
10 executed signatures transmitted by facsimile or other electronic format (including, without
11 limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (a.k.a. “eSignatures”) or digital
12 signatures (including, without limitation, DocuSign and Adobe Sign). The use of electronic
13 signatures herein, or in any amendments to this Agreement, and any electronic records
14 related to this Agreement (including, without limitation, any contract or other record created,
15 generated, sent, communicated, received, or stored by electronic means), shall be of the
16 same legal effect, validity and enforceability as a manually executed signature or use of a
17 paper-based record-keeping system to the fullest extent permitted by applicable law.

18 27. SIGNATURE AUTHORITY. By signing this Agreement, each
19 individual executing this Agreement on behalf of the CONTRACTOR represents and
20 warrants that such individual has been duly authorized by any necessary action of the
21 CONTRACTOR to execute this Agreement on behalf of the CONTRACTOR and bind the
22 CONTRACTOR to the terms of this Agreement.

23 28. OWNERSHIP OF DATA. All materials, information and data
24 prepared, developed, assembled or recorded by CONTRACTOR or furnished to
25 CONTRACTOR in performance of this Agreement, including but not limited to documents,
26 estimates, calculations, studies, maps, graphs, charts, computer disks, computer source
27 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
28 information, material, memorandum, binary files (e.g. user-submitted attachments), all

1 tabular data, data gathered/generated during the course of CONTRACTOR providing end-
2 user support, helpline phone recordings, and grant applicant/beneficiary information
3 (“Data”) shall be the exclusive property of City. Data shall be given to City, in a format
4 reasonably identified by City, and City shall have the unrestricted right to use and disclose
5 the Data in any manner and for any purpose without payment of further compensation to
6 CONTRACTOR. Copies of Data may be retained by CONTRACTOR but CONTRACTOR
7 warrants that Data shall not be made available to any person or entity for use without the
8 prior approval of City. This warranty shall survive termination of this Agreement.

9 29. DATA ACCESS. City strongly prefers programmatic access to
10 software systems via a well-documented Application Programming Interface (API) using
11 modern frameworks. Other preferred means of data access include direct connections with
12 common BI tools (e.g. Tableau and PowerBI), Extract Transform Load (ETL) tools, and/or
13 data warehouse utilities (e.g. Snowflake, Redshift, Azure Synapse.) Within seven (7)
14 calendar days of a request by City, CONTRACTOR shall make available to the City all
15 Data contained within any system(s) covered as part of this Agreement in a non-
16 proprietary, machine-readable format.

17 30. CONFIDENTIALITY. CONTRACTOR shall keep all Data confidential
18 and shall not disclose the Data or use the Data directly or indirectly, other than in the course
19 of performing its services, during the term of this Agreement or following expiration or
20 termination of this Agreement. In addition, CONTRACTOR shall keep confidential all
21 information, whether written, oral or visual, obtained by any means whatsoever in the
22 course of performing its services for the same period of time. CONTRACTOR shall not
23 disclose any or all of the Data to any third party, or use it for CONTRACTOR’S own benefit
24 or the benefit of others except for the purpose of this Agreement.

25 31. BREACH OF CONFIDENTIALITY. CONTRACTOR shall not be liable
26 for a breach of confidentiality with respect to Data that: (a) CONTRACTOR demonstrates
27 CONTRACTOR knew prior to the time City disclosed it; or (b) is or becomes publicly
28 available without breach of this Agreement by CONTRACTOR; or (c) a third party who has

1 a right to disclose does so to CONTRACTOR without restrictions on further disclosure; or
2 (d) must be disclosed pursuant to subpoena or court order.

3 32. COPYRIGHTS AND PATENT RIGHTS.

4 A. City reserves the exclusive right to seek and obtain copyright
5 registration on any Data or other result arising from CONTRACTOR'S performance of this
6 Agreement. By executing this Agreement, CONTRACTOR assigns any ownership interest
7 CONTRACTOR may have in the Data to City.

8 B. CONTRACTOR warrants that CONTRACTOR'S performance of this
9 Agreement does not violate or infringe any patent, copyright, trade secret or other
10 proprietary right of any other party. CONTRACTOR agrees to and shall protect, defend,
11 indemnify and hold City, its officials and employees harmless from any and all claims,
12 demands, damages, loss, liability, causes of action, costs or expenses (including
13 reasonable attorney's fees) whether or not reduced to judgment, arising from any breach
14 or alleged breach of this warranty.

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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.

PUBLIC CORPORATION FOR THE ARTS OF THE CITY OF LONG BEACH DBA ARTS COUNCIL FOR LONG BEACH, a California corporation

Sep 6, 2022

By [Signature]
Name Griselda Suarez
Title Executive Director

Sept 6, 2022

By [Signature]
Name Sargon Sypra Seouth
Title Board Chair

"CONTRACTOR"

CITY OF LONG BEACH, a municipal corporation

September 8, 2022

By Dinda F. Jabara
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on September 7, 2022.

CHARLES PARKIN, City Attorney

By Lauren E. Misajon
Lauren Misajon, Deputy

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

Long Beach Recovery Act

Creative Economy Grants – ArtsLB Scope of Work & Administrative Guidelines

On March 16, 2021, the City Council adopted the Long Beach Recovery Act (Recovery Act). Under the Recovery Act, \$889,351 has been allocated to the Creative Economy Grant Program (Program) to provide relief and support for the recovery of the arts and culture sectors in Long Beach.

Public Corporation for the Arts, dba Arts Council for Long Beach (ArtsLB), governed by a Board of Directors, is the facilitator for arts grants programs, public art, arts education, arts advocacy, and arts programming for the City of Long Beach. The ArtsLB is a publicly held 501(c)3 nonprofit corporation that receives and distributes public (City and County) funds and raises funds through private donations, foundations, corporate donations, and fee-for-service contracts. City funding is provided through annual contracts for specified services.

ArtsLB was selected as the administrator of this Program as they are the only organization with the necessary experience, qualifications, and institutional knowledge to successfully administer the City's arts support programming in Long Beach and has had a long-standing contractual relationship with the City to manage City-funded arts programs, including programming for public art and grant programs.

ArtsLB will carry out the following tasks to deliver the assigned grant programs under the Creative Economy Grants Program:

- Support the City in designing the grant programs
- Formulate and implement a city-wide outreach strategy to artists living and working in Long Beach
- Provide support to design of marketing materials in multiple languages
- Work with local partners and the City in conducting outreach and providing technical assistance
- Host the online application portal
- Collect digital applications
- Provide direct technical assistance to applicants in-person and through phone and email
- Convene and facilitate evaluation panels for grant programs
- Evaluate applications and provide justification for recommended awards
- Quickly distribute grant funds directly to artists and non-profits
- Monitor trends and share insights with the City along with recommendations to improve the performance and reach of the program
- Maintain accurate record-keeping and meet established reporting requirements
- Apply equity lens throughout program design, implementation, and monitoring

Scope of Work

ArtsLB will provide the following services to the City to administer the Creative Economy Grants Program:

1. Program Design and Development

ArtsLB will collaborate with the City to develop the Creative Economy Grants Programs and refine the program eligibility criteria and application guidelines for all sub-grant programs identified in the program budget.

Key Activities

- Set up initial meeting(s) with City
- Create project timeline & deliverables
- Finalize program eligibility criteria and scope with City

2. Program Marketing and Outreach

ArtsLB will supplement the City's marketing and outreach efforts. All materials produced by ArtsLB related to marketing of this Program shall be approved by the City and adhere to the City's Recovery Act style guidelines.

Key Activities

- Collaborate with the City to market the Program to eligible artists and organizations located in or creating in the City of Long Beach.
- Disseminate information about the Program and eligibility criteria through the existing ArtsLB artist registry and ArtsLB social media channels.

3. Launch Program

ArtsLB will serve as the host of the application and will administer the competitive application process on behalf of the City, as well as ensure that the Program is accessible to artists representing the diversity of the City and the communities most impacted by COVID-19.

Key Activities

- Provide hosting on the ArtsLB web site for application information and application materials
- Assist in launch communications such as social media campaign and media engagement
- Outreach to specific arts and culture groups so that they are made aware of the go-live date for the Program application

4. Collect Applications

ArtsLB will facilitate review of all applications and provide technical assistance to any artists or organizations interested in the Program. This includes technical assistance related to an artist or organization registering with the ArtsLB Artist Registry.

Key Activities

- Hold at least two (2) technical assistance workshops for prospective applicants, either virtual or in-person
- Assist prospective applicants with preparing information and documents for application process.

5. Evaluate Applications

ArtsLB will leverage their existing structure in convening independent grant review panels comprised of regional arts professionals, community members, and ArtsLB staff. ArtsLB's evaluation criteria will include the City's specifications with regard to prioritization of communities most impacted by COVID-19 as well as prioritization of programs which are free and open to the public.

Key Activities

- Convene independent grant review panels comprised of regional arts professionals, community members, and staff
- Review and score all applications, artistic documentation, and support materials
- Develop funding recommendations based on ranking and funds available
- Provide recommendations to City

6. Distribute and Manage Funds

Upon approval of awards, the City will distribute funds to ArtsLB for issuance to grant recipients as well as for costs related to administrative overhead.

Key Activities

- Disburse approved grants via paper check to applicants within 30 days of approval of recommendation
- Maintain records of all recipients of grant payments and checks disbursed for future audit purposes
- Maintain records of administrative expenses

Fund Management

Once the ArtsLB contract is fully executed, the City will process an initial payment of \$18,900 to advance twenty-five percent (25%) of the total administrative fee which is \$75,600. City will thereafter pay the remainder of the administrative fee prorated on a quarterly basis as outlined below for the remainder of the contract term upon receipt of acceptable quarterly invoices and Progress Reports or Annual Reports.

Year	Invoice Date	Amt
1	Contract Issuance	\$18,900 (25%)
1	Q2 Start	\$8,100 (10.7%)
1	Q3 Start	\$8,100 (10.7%)
1	Q4 Start	\$8,100 (10.7%)
2	Q1 Start	\$8,100 (10.7%)
2	Q2 Start	\$8,100 (10.7%)
2	Q3 Start	\$8,100 (10.7%)
2	Q4 Start	\$8,100 (10.7%)
	Total	\$75,600 (100%)

ArtsLB shall send an invoice to the City on a quarterly basis for grant awards made under the Creative Economy Grants Program. Each invoice shall have expenses separated into the following categories by line item:

- Administrative overhead
- Grant Awards:
 - Grant award category
 - Name of awarded individual or organization
 - Amount awarded

ArtsLB will manage allocation of the funds of the various awardees and is responsible for keeping detailed records of the disbursement of the funds. ArtsLB shall distribute these payments within 30 days of disbursement of the funds to ArtsLB by the City.

7. Reporting and Evaluation

ArtsLB shall provide Quarterly Progress Reports to update the City and relevant stakeholders regarding progress status. The Progress Reports shall include dollar amounts of grants disbursed, dates of payments, as well as demographic information of grant recipients including gender, race/ethnicity, and geographic location. Additionally, should changes to the Program be deemed necessary, ArtsLB will recommend modifications to the implementation plan to be approved by the City in writing.

At the end of each contract year, ArtsLB must submit a Yearly Report to the City showing the funds disbursed to each of the awarded organizations or individuals; this report must also include a description and imagery of the artistic, historical, and/or cultural program supported by the grant award.

Key Activities

- Provide regular updates to City leadership and key stakeholders
- Share breakdown of recipients by gender, ethnicity, geography, and amount received
- Make modifications to the program based on real-time data
- Securely archive applications and related documentation for auditing purposes
- Archive the artistic, cultural, and historical work produced as a result of this Program's support.

Summary of Activities

Program Stage	ArtsLB Activities
1. Program Design & Development	<ul style="list-style-type: none"> • Set up initial meeting(s) with City • Create project timeline & deliverables • Finalize Program eligibility criteria and scope with City
2. Program Marketing & Outreach	<ul style="list-style-type: none"> • Collaborate with the City to market the Program to eligible artists and organizations located in or creating in the City of Long Beach. • Disseminate information about the Program and eligibility criteria through the existing ArtsLB artist registry and ArtsLB social media channels.
3. Launch Program	<ul style="list-style-type: none"> • Provide hosting on the ArtsLB web site for application information and application materials • Assist in launch communications such as social media campaign and media engagement • Outreach to specific arts and culture groups so that they are made aware of the go-live date for the Program application
4. Collect Applications	<ul style="list-style-type: none"> • Hold at least two (2) technical assistance workshops for prospective applicants • Assist prospective applicants with preparing information and documents for application process
5. Evaluate Applications	<ul style="list-style-type: none"> • Convene independent grant review panels comprised of regional arts professionals, community members, and staff • Review and score all applications, artistic documentation, and support materials • Develop funding recommendations based on ranking and funds available • Provide recommendations to City
6. Distribute & Manage Funds	<ul style="list-style-type: none"> • Distribute approved grants to applicants • Maintain records of checks distributed and recipient information for future auditing purposes • Maintain records of administrative expenses
7. Reporting & Evaluation	<ul style="list-style-type: none"> • Provide quarterly and yearly updates to City leadership and key stakeholders • Share breakdown of recipients by gender, ethnicity, geography, and amount awarded • Make modifications to the Program based on real-time data • Securely archive applications and related documentation for auditing purposes • Archive the artistic, cultural, and historical work produced as a result of this Program's support.

EXHIBIT B

Long Beach Recovery Act Creative Economy Grants Program

Item	Total	Notes
Total Funding	\$ 889,351	
City Administrative Overhead (16%)	\$ 133,351	Required Recovery Act overhead allocation to pay for citywide program administration.
Direct Grants Total	\$ 756,000	
I. City-Administered Programs	\$ 75,000	
<i>Cultural Centers</i>	\$ 75,000	These grants are administered directly by City Manager's Office. Eligible activities include Planning/Seed/Development activities. These organizations must have 501c3 status or fiscal sponsorship and submit a work plan describing activities that the funding will support, and will also be required to provide regular reports to the city on uses of funds.
African American Cultural Center of Long Beach	\$ 25,000	
Latino Cultural Center	\$ 25,000	
Cambodian-American Cultural Center	\$ 25,000	
II. Arts Council-Administered Programs	\$ 681,000	All sub-programs in this category will be administered by Public Corporation for the Arts, dba Arts Council for Long Beach (ACLB) which will be required to submit regular reports.
<i>Administration</i>	\$ 75,600	
Arts Council Administrative and Operational Allocation	\$ 75,600	Administrative set-aside for ACLB administration activities required to execute all programs and projects covered by grant funding. Eligible expenses include administrative personnel costs, office rent, telephones, office equipment and supplies, and professional services related to execution of programs and projects covered by grant funding.
Grant Programs	\$ 605,400	
<i>Organizational Recovery Grants - Tier 2 (>\$1M annual budget)</i>	\$ 225,000	ACLB will administer these grants for established arts/culture/historical organizations to support the operations and production of arts/culture programming citywide. Organizations submitting applications must be previously registered and active on ACLB's Long Beach artist registry, and be a registered 501(c)(3) or have a fiscal receiver/sponsor in the City of Long Beach. Organizations must submit a work plan broadly describing the operations and programming that will be supported by the grant allocation, proposed expenditures, identified Key Performance Indicators, and a plan for monitoring and reporting.
Long Beach Symphony	\$ 45,000	
Musical Theater West	\$ 45,000	
Museum of Latin American Art	\$ 45,000	
Long Beach Museum of Art	\$ 45,000	
Competitive Tier 2 Recovery Grant	\$ 45,000	
<i>Organizational Recovery Grants - Tier 1 (<\$1M annual budget)</i>	\$ 175,000	Performances must allow other ARPA programs to participate/table to maximize collective impact. The 12 grants in this budget will be selected through a competitive process but with priority given to the 9 major arts organizations identified through guidance previously provided to staff by City Council. Selection preference will be given to organizations creating art at public facilities or that is free to the public.
Camerata Singers of Long Beach	\$ 25,000	
Long Beach Playhouse	\$ 25,000	
Musica Angelica	\$ 25,000	
International City Theatre	\$ 25,000	
Long Beach Opera	\$ 25,000	
Competitive Tier 1 Recovery Grant	\$ 50,000	
<i>Parks/Public Facility Mural Program</i>	\$ 135,000	The Departments of Parks, Recreation, and Marine and Public Works have identified a list of citywide facilities that will be made eligible for murals. The Arts Council for Long Beach will facilitate an open call to Long Beach artists and administer a community-based artist selection process based on the proposed project sites. Selection will be prioritized to artists proposing murals in areas of the City most impacted by COVID-19.
<i>Community Projects</i>	\$ 48,000	This allocation will support Community Project Grants, supporting arts, cultural, and historical educational programs of arts and cultural organizations in Long Beach with grant funds of up to \$12,000 per project. Proposals will be selected by an independent grant review panel convened by ACLB of regional arts professionals, community members, and ACLB representatives, and will be scored on artistic merit, organizational management, and community impact.
<i>Artist Fellowships</i>	\$ 22,400	This allocation will support professional artists who live, work, or actively create in Long Beach and demonstrate an active exhibition and/or production record over the last 3 years, based on artistic merit and professional achievement. Proposals will be selected by ACLB by an independent grant review panel convened by ACLB of regional arts professionals, community members, and ACLB representatives and will be scored on demonstrated artistic achievement, background of the artist, productivity in professional venues, and contribution to the local community.
TOTAL	\$ 889,351	