

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

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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 Downtown Long Beach Alliance, a nonprofit corporation organized under the laws of the State of California ("GRANTEE"), with its principal place of business at 100 W. Broadway, Suite 120, 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 Downtown Long Beach 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 \$229,390. 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.
 - c. Information regarding any potential risks associated with

1 accomplishing deliverables identified in Exhibit A.

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

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

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

26 A. Cooperation with Monitoring, Audits, and Records
27 Requirements. All records and expenditures are subject to, and GRANTEE agrees
28 to comply with, monitoring and/or audits conducted by the United States Department

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

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

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

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

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

26 A. In the event Grantee fails to perform or comply with an
27 obligation or a term, condition or provision of this Agreement, the CITY may notify
28 the GRANTEE in writing of the delay or nonperformance, and if not cured in five (5)

1 working days, the CITY may terminate this Agreement in its entirety, or any part
2 thereof, or the CITY may, upon written notice to GRANTEE, terminate this
3 Agreement for cause, without further notice or opportunity to cure. Such notification
4 will state the effective date of termination, and if no effective date is specified, the
5 effective date will be the date of the notification.

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

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

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

26 7. RECAPTURE OF FUNDS. The discretionary right of CITY to
27 terminate this Agreement for convenience notwithstanding, CITY shall have the right to
28 terminate the Agreement and to recapture, and be reimbursed for any payments made by

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

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

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

26 10. CONFLICT OF INTEREST SAFEGUARDS. The GRANTEE will
27 establish safeguards to prohibit its employees from using their positions for a purpose that
28 constitutes or presents the appearance of personal or organizational conflict of interest or

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

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

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

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

24 B. If any funds other than Federal appropriated funds have been
25 paid or will be paid to any person for influencing or attempting to influence any officer
26 or employee of any agency, a Member of Congress, an officer or employee of
27 Congress, or an employee of a Member of Congress in connection with this Federal
28 contract, grant, loan or cooperative agreement, the undersigned shall complete and

1 submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance
2 with its instructions.

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

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

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

25 14. AMBIGUITIES. To the extent the terms and conditions of this
26 Agreement do not address a particular circumstance or are otherwise unclear or
27 ambiguous, such terms and conditions are to be construed consistent with the general
28 objectives, expectations and purposes of this Agreement and in all cases, according to its

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

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

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

20 17. INSURANCE.

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

28 (a) Commercial general liability insurance (equivalent in scope to

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

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

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

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

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

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

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

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

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

G. Any modification or waiver of these insurance requirements

1 shall only be made with the approval of City's Risk Manager or designee. Not
2 more frequently than once a year, City's Risk Manager or designee may require
3 that GRANTEE, sub-grantees change the amount, scope or types of coverages
4 required in this Section if, in his or her sole opinion, the amount, scope or types of
5 coverages are not adequate.

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

10 18. INDEMNITY.

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

25 B. In addition to Consultant's duty to indemnify, Consultant shall
26 have a separate and wholly independent duty to defend Indemnified Parties at
27 Consultant's expense by legal counsel approved by City, from and against all
28 Claims, and shall continue this defense until the Claims are resolved, whether by

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

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

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

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

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

20 21. JURISDICTION/VENUE. This Agreement shall be construed in
21 accordance with the laws of the State of California, and the venue for any legal actions
22 brought by any party with respect to this Agreement shall be the County of Los Angeles,
23 State of California for state actions and the Central District of California for any federal
24 actions. GRANTEE shall cause all work performed in connection with construction of the
25 Project to be performed in compliance with (1) all applicable laws, ordinances, rules and
26 regulations of federal, state, county or municipal governments or agencies (including,
27 without limitation, all applicable federal and state labor standards, including the prevailing
28 wage provisions of sections 1770 et seq. of the California Labor Code); and (2) all

1 directions, rules and regulations of any fire marshal, health officer, building inspector, or
2 other officer of every governmental agency now having or hereafter acquiring jurisdiction.

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

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

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

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

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

DOWNTOWN LONG BEACH ALLIANCE, a nonprofit corporation organized under the laws of the State of California

October 21, 2020

By [Signature]
Name KRAG KOJLAN
Title PRESIDENT & CEO

_____, 2020

By _____
Name _____
Title _____

"Consultant"

CITY OF LONG BEACH, a municipal corporation

November 5, 2020

By [Signature]

City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

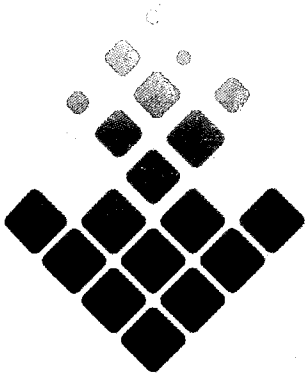
"City"

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



DOWNTOWN LONG BEACH ALLIANCE

CARES ACT BID GRANT PROGRAM SCOPE OF WORK

SUBMITTED BY DOWNTOWN LONG BEACH ALLIANCE
SEPTEMBER 25, 2020

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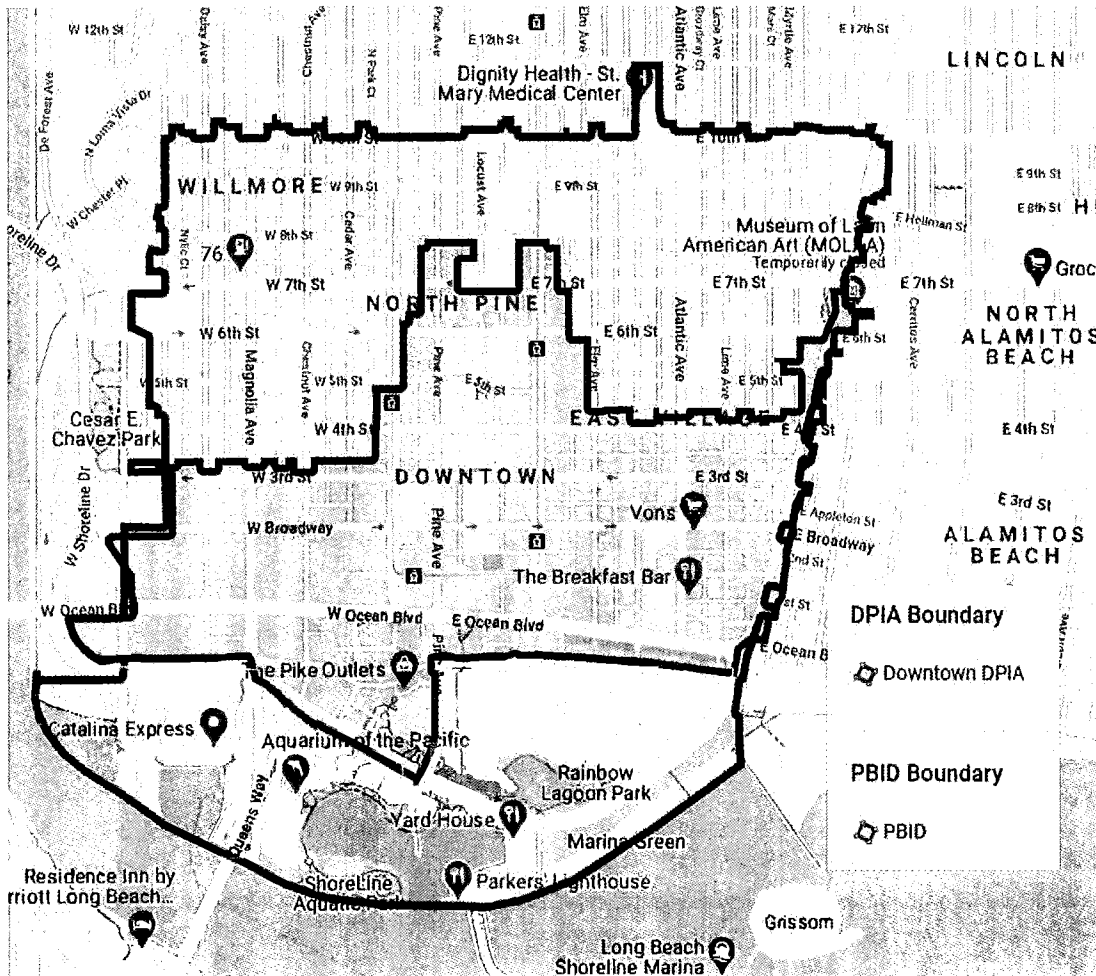
BID and BID Association Background

The mission of the Downtown Long Beach Alliance (DLBA) is to cultivate, preserve and promote a healthy, safe, and prosperous Downtown. The DLBA is a 501(c)(6) non-profit organization operating on behalf of the tenants, and commercial and residential property owners in Downtown Long Beach. It is dedicated to the management, marketing, security, maintenance, advocacy, economic and community development of its two assessment districts in cooperation with the City of Long Beach and the private sector. The Downtown Long Beach Associates was founded in 1937 by a group of volunteer Pine Avenue merchants, including Harry Buffum, founder of Buffum's Department Store, who decided to launch a cooperative print advertising campaign in the local newspapers. In 1957, DLBA officially became incorporated. The City's first Business Improvement District (BID), the Downtown Parking Improvement Area (DPIA), was established in 1973 by business owners, and its second BID, the Property Based Improvement District (PBID), was established in 1998 by commercial property owners and later expanded to include residential property owners in 2013.

BID Boundary/Service Area

The red boundary represents the Downtown Parking Improvement Area (DPIA), where fees are collected through business licenses from businesses within the area.

The blue boundary represents the Property Based Improvement District (PBID), where fees are collected through Los Angeles County property assessments from property owners.



BID Grant Program Summary

COMMUNICATIONS & MARKETING

Completed and Ongoing Initiatives

- Giveaways:
 - Gift Card Giveaway to support COVID impacted business
- Public Service Announcements:
 - PSA Signal Wraps/Signage, PSA Promotions (Video & Socials) to information leading to COVID business resources
- DTLB Recovery Projects:
 - Dine Out DTLB/Shop Design Work, Dine Out DTLB Ad Agreement (LB Post), Dine Out DLTB Ad Agreement (SCNG), Dine Out/Shop DTLB Signage, Dine Out DTLB MapMe Subscription all created to help business affected by COVID.
- COVID Information Sharing:
 - Business Resource Newsletter designed to organize all information, but not limited to health orders and access to capital for business impacted by COVID
- DLBA Program Staff responsible for executing the Communications & Marketing initiatives

VIRTUAL EVENTS:

Completed and Ongoing Initiatives

- Virtual Taste of Downtown:
 - Produced monthly virtual events to promote business effected by COVID
 - Collateral, design, and printing
 - Advertising - Social Media & Digital Marketing
 - Entertainment/Programming - Bands/DJ's, Live Art & Gift Card Giveaways
 - Logistics - Special Events, DLBA Program Staff

OPERATIONS:

Completed and Ongoing Initiatives

- Ambassador Team
 - Open Street Patio, Parklet Patrol and Education - Safety Ambassador patrol (8 AM - 10 PM x 7 days) focused on distributing COVID related and DTLB information.
- Clean Team
 - To maintain a higher than normal standard of sanitizing the Downtown area because of COVD, DTLB Porters focused on cleaning high touch elements such as street signals, parking meters and street furniture.

- Additional Pressure Washing - Sunday crew focused on supporting business reopening's and heavy pedestrian use areas due to Open Streets Program and COVID.

PLACEMAKING

Completed and Ongoing Initiatives

- Business Assistance
 - Emergency Business Outreach - COVID: Personnel - Placemaking Intern
 - Open Streets Initiative:
 - Project Management & Coordination, "Flex Space" Demonstration (Pine Ave) for all DTLB businesses to adapt and use
 - Surveys for Pine Ave Closure & Open Streets Impact
- Marketing & Promotions
 - Open Streets Initiative because of COVID
 - Marketing/Signage - PSA Graphic Design, Posters & Flyers, Dine Out DTLB K-rail Wraps, PSA Decals, PSA Traffic Signal Wraps, Photography for Media & Promotion, Spray Chalk, Stencils promoting Open Streets initiative

ECONOMIC DEVELOPMENT

Completed and Ongoing Initiatives

- COVID-19 Business Industry Meetings & Conference Calls - Coordination of Downtown stakeholders for in-person meetings and conference calls with the Mayor of Long Beach and relevant city staff to discuss new regulations for specific industries.
- COVID-19 Impact Survey - Conducted a survey of Downtown- and Long Beach-based businesses on the impacts of COVID-19 businesses on their business.
- COVID-19 Business Outreach: Operations Hours & Digital Services - Reaching out to all Downtown businesses to determine their operating hours, digital/social media presence and if they needed any assistance
- COVID-19 Emergency Assistance Micro-Grant Program
 - Program - Direct financial assistance provided to Downtown businesses in the form of a grant.
 - Program Personnel - Development of application process, intake and review, coordination of informational sessions and required resources webinar
- Downtown Discussions: COVID-19 Webinar Series - A four-week webinar series that provided Downtown businesses with updates on available resources (financial, technical assistance, workforce, and business development) and engaged stakeholders on changes caused by COVID.

- Grant program provided \$1,000 grants in direct financial assistance to 30 Downtown businesses through the COVID Emergency Assistance Micro-Grant Program.
- Program Personnel to coordinate COVID-19 Webinar Series

Key Performance Indicators

Behind a focused and robust cadre of programming initiatives, DLBA supported Downtown commercial and residential property owners, as well as businesses impacted by COVID in the following ways:

- **Marketing and Communications**

- Shop and Dine DTLB promotions to citywide and regional audiences on behalf of more than 70 businesses effected by COVID with an audience reach exceeding 150,000.
- Social Media promotions of 100+ Downtown retail properties and businesses through a Gift Card Giveaway Initiative with a 540,387 total audience reach. To provide additional support, DLBA purchased \$11,048 of gift cards of those local business to help spark sales and raise awareness. All of the aforementioned programs and campaigns were designed and executed to help those industries impacted by COVID.

- **Events**

- In lieu of producing a series of live events due to COVID, DLBA's annual Taste of Downtown continued in virtual form with Downtown businesses offering food, drink and craft demonstrations, virtual tours and live performances from May – December. More than 40 businesses impacted by COVID have participated in the series which has a total reach of over 64,000 people.

- **Operations**

- DLBA's Clean Team fulfilled a special role in delivering essential services throughout COVID-19 closures including sanitation of crosswalk buttons, parking meters and street furniture throughout the more than 75 blocks and 197 storefronts of the PBID. These additional services were provided to ensure that a higher level of sanitation was maintained during the COVID pandemic.
- A pressure washing crew supported more COVID impacted businesses preparing to reopen and/or maintain their Open Streets parklets.
- Ambassadors distributed information on COVID resources and promotional information on the many ways to support DTLB businesses during the pandemic including collateral on the Open Streets Initiative.

- **Placemaking**
 - As a result of the COVID pandemic, DLBA advised and supported more than 30 businesses in Downtown looking to reopen with newly constructed parklet, partial and full street closures under the Open Street Initiative.
 - Coordinated outreach, signage and logistics around closure of Pine Avenue between 1st and 3rd Streets and supported businesses between 3rd and 5th Streets considering closure under the Open Street Program.

- **Economic Development**
 - Provided \$1,000 grants in direct financial assistance to 30 Downtown businesses through the COVID Emergency Assistance Micro-Grant Program.
 - Performed outreach and coordination of more than 1,600 businesses seeking information, funding opportunities and marketing support while under COVID regulations.

Equitable Distribution of Resources

DLBA employs several strategies to ensure resources are spread over the 185 square blocks of its two BIDs including the following:

- Grants targeting women and minority-owned businesses impacted by COVID.
- Grants targeted at businesses most negatively impacted during COVID closures.
- Promotion of COVID-impacted businesses operating in-person and online sales across dining, retail and service-related sectors and neighborhoods of Downtown.
- Clean and Safe COVID-related services delivered on pre-existing routes across every neighborhood and corridor of Downtown.

BID Grant Program Budget

Below is a summary table of estimated expenses from the DLBA, organized by department. Within each department, programs have been organized under each eligible category; Business Assistance, Marketing/Promotions, and Administrative Costs for all COVID-related expenditures.

DLBA Grant Program Budget by Department	
Marketing & Communications	Completed
BUSINESS ASSISTANCE	
<i>Public Service Announcements</i>	\$16,761
<i>Gift Card Giveaway</i>	\$16,350
<i>Business Resource Newsletter</i>	\$552
MARKETING + PROMOTIONS	
<i>Promoted DTLB Recovery Giveaway - Downtown Scene</i>	\$600
<i>DTLB Recovery Campaign</i>	\$14,219
<i>Staff Overtime</i>	\$424
TOTAL	\$48,906
Special Events	Completed
MARKETING + PROMOTIONS	
<i>Virtual Taste of Downtown</i>	\$5,788
<i>Special Events Staff</i>	\$1,480
<i>DLBA Staff Overtime</i>	\$298
TOTAL	\$7,566
Operations	Completed
HEALTH AND SAFETY	
<i>COVID Cleaning - Sanitize crosswalk buttons, parking meters and street furniture</i>	\$98,739
BUSINESS ASSISTANCE	
<i>COVID Patio & Parklet Patrol</i>	\$24,855
<i>Additional COVID Pressure Washing Crew</i>	\$2,500
TOTAL	\$126,094
Placemaking	Completed
BUSINESS ASSISTANCE	
<i>COVID Emergency Business Outreach</i>	\$720
<i>COVID Open Streets Initiative</i>	\$8,120
MARKETING + PROMOTIONS	
<i>COVID + Open Streets Initiative</i>	\$1,436
TOTAL	\$10,276

Economic Development	Completed
BUSINESS ASSISTANCE	
<i>COVID-19: Business Industry Meetings & Conference Calls</i>	\$2,192
<i>COVID-19 Impact Survey</i>	\$1,386
<i>COVID-19 Business Outreach: Operational Hours and Digital Services</i>	\$720
<i>COVID-19 Emergency Assistance Micro-Grant Program</i>	\$31,000
<i>Downtown Discussions: COVID-19 Webinar Series</i>	\$1,250
TOTAL	\$36,548
GRAND TOTAL	\$229,390