

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
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CARES ACT GRANT AGREEMENT

35734

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 MIDTOWN PROPERTY AND BUSINESS OWNERS ASSOCIATION, a nonprofit corporation organized under the laws of the State of California ("GRANTEE"), with its principal place of business at 2201 E. Anaheim Street, Suite 103, Long Beach, California 90804.

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 Midtown 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 \$86,269. 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:

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

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

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

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

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

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or policies not contained retention or deductible provisions.

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.

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.

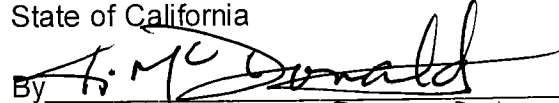
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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

MIDTOWN PROPERTY AND BUSINESS OWNERS ASSOCIATION, a nonprofit corporation organized under the laws of the State of California

Nov 5, 2020

By 
Name KENNETH MC DONALD
Title Board Chair

Nov 5. 2020

By 
Name MONOROM NETH
Title Executive Director

"Consultant"

CITY OF LONG BEACH, a municipal corporation

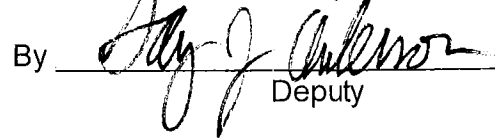
December 3 2020

By 
City Manager

"City"

This Agreement is approved as to form on Nov. 24 2020.

CHARLES PARKIN, City Attorney

By 
Deputy



CARES ACT BID GRANT PROGRAM SCOPE OF WORK

SUBMITTED BY MIDTOWN PROPERTY AND BUSINESS OWNERS
ASSOCIATION

DATE OF SUBMISSION: OCTOBER 30, 2020

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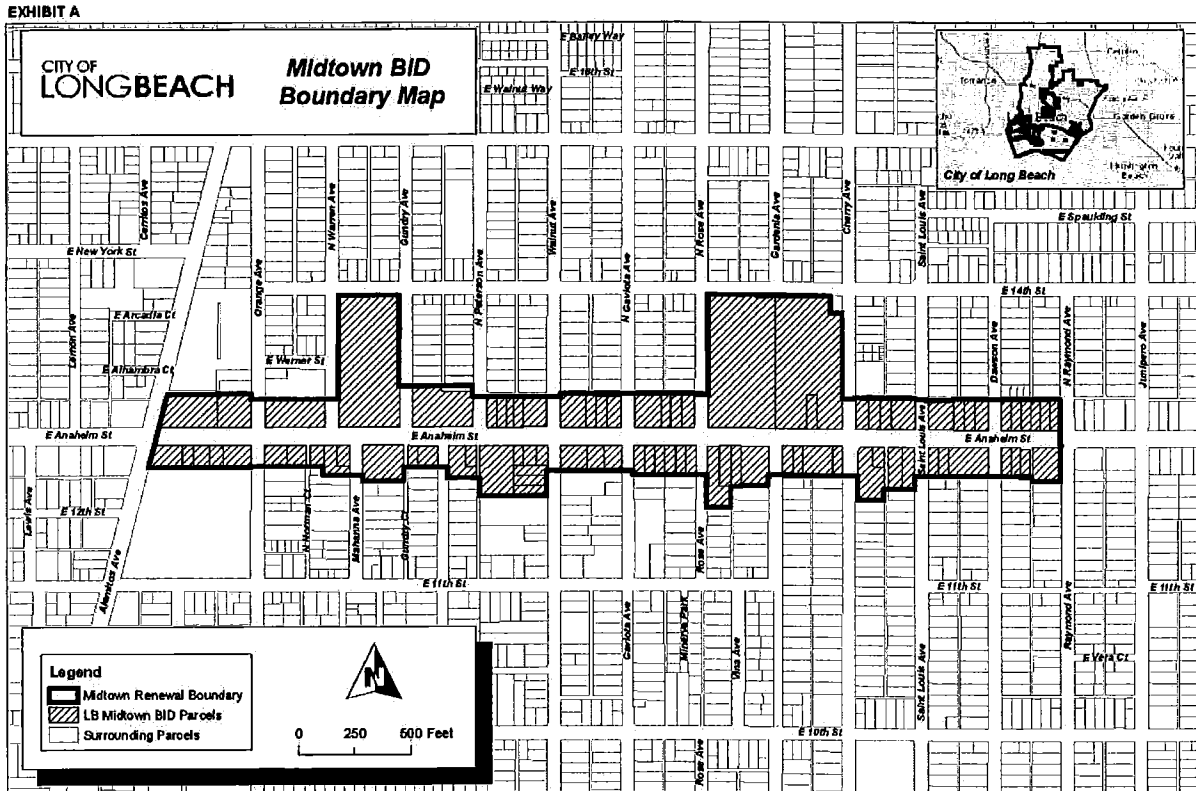
BID and BID Association Background

The Midtown Property and Business Owners Association is a nonprofit mutual benefit corporation and is not organized for the private gain of any person. This Corporation has been organized and shall operate exclusively to support and serve the Midtown Property and Business Community and shall be operated exclusively in connection with that purpose. The primary objectives and purposes of this Corporation shall be:

- To help bring about the revitalization of the Midtown Business District of the City of Long Beach;
- To bring about the investment of private and public capital within the Midtown Business District, City of Long Beach;
- To bring about the increased provision of quality public improvements within the Midtown Business District and its surrounds for mutual benefit purposes;
- To bring about the increased economic well-being of residents, employees, and businesses within the Midtown Business District, City of Long Beach and its surrounds;
- To promote improvement within the Midtown Business Improvement District, City of Long Beach through activities which contribute to the economic and neighborhood wellbeing of the Midtown Business Improvement District, City of Long Beach.

BID Boundary/Service Area

The Midtown Business Improvement District Boundary/Service area is on Anaheim Street from Raymond Avenue to Alamitos Avenue.



BID Grant Program Summary

On March 19, 2020, the state of California issued Stay-at-Home orders in response to the COVID-19 pandemic. Once the COVID-19 State and local Health Orders were issued city-wide, all businesses in Midtown BID were affected. Many businesses in Midtown BID such as a boxing gym, nails/hair salons, jewelry stores, bars, and specialty dress shops were hit the hardest, and many of them remain closed to this day. The businesses in Midtown BID are mostly minority-owned.

Grant funds will be applied to the following:

- Outdoor Dining/" Open Streets" – Reimbursing businesses impacted by COVID-19 for furniture, canopies, barricades rental, and insurance for outdoor dining options

Business Assistance – Providing mini-grants to businesses and non-profit organizations in Midtown that were affected by COVID-19 and health orders. Property and Business owners impacted by COVID-19 need to submit an application. See attached application. The mini-grants can be used to pay rent, working capital to continue operations, pay outstanding business expenses, and payroll. The fund cannot be used to pay the City’s license/permit fee.

- Marketing/Promotions – Hiring a production company to create promotional videos for social media and advertising on Khmer TV to attract new customers to shop, outside-dining, and order take-out from businesses in Midtown BID. Coordinating with other BIDs to promote Small Business Saturday to retain current customers and drawing in new ones.
- Hiring Program Assistant– the temporary staff will conduct member outreach/education and manage the CARES Act BID Grant funding programs.

Key Performance Indicators

Our objective is to provide assistance to at least 50% of Midtown BID businesses that were affected by COVID-19 health order closures.

We shall document and report the number and types of business we engage and serve per activity. We will report the number of businesses remaining open.

Equitable Distribution of Resources

- Targeting sectors affected the most by the COVID-19 State and local Health Orders, such as bars, a boxing gym, hair and nails salons, specialty dress shops, and restaurants.
- Targeting minority-owned small businesses in Midtown.
- Midtown BID is home of Cambodia Town which made up approximately 85% Asians owned business, 10% Latino, and 5% other ethnicities. We will ensure that resources are distributed to all demographics.

BID Grant Program Budget

ADMIN - \$4,269

- **Office rent**– MBID will use funds to keep its office open during the COVID-19 pandemic.

Business Assistance- \$74,500

- **Midtown BID Commercial Relief Fund**- providing mini-grants to businesses and non-profit organizations that were impacted by COVID-19.

The mini-grants can be used to pay rent, working capital to continue operations, pay outstanding business expenses, and payroll. The fund cannot be used to pay the City's license/permit fee.

- **Outdoor Dining/" Open Streets"** – Purchasing canopies, lighting, barricades rental, and insurance.
- **Signage/Decals** - Purchasing signs "Open for Business"; "We're Open!" and decals supporting/promoting Social Distancing.

MARKETING & PROMOTION - \$7,500

Program Assistant Stipend- Hiring assistant to help with business outreach/education and building social media capacity to promote businesses in Midtown that were impacted by COVID-19. Allocation \$2,000.00

- Hiring a video production company to create a promotional video for social media and air on Khmer TV to attract new customers to shop, outside-dining, and order take-out from businesses in Midtown BID. Allocation \$3,000.00
- Increasing social media campaigns to targeted demographic to increase customers for businesses impacted by COVID-19. Allocation \$1,000
- Advertising on Khmer TV, a Cambodian TV media that reaches Cambodian household from San Diego to San Bernardino, to increase customer traffic for businesses impacted by COVID-19. Allocation \$1,500.00