

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 PUBLIC CORPORATION FOR THE ARTS OF THE CITY OF LONG BEACH, a California nonprofit corporation, doing business as ARTS COUNCIL FOR LONG BEACH ("GRANTEE"), with its principal place of business at 350 Elm Avenue, Long Beach, California 90802.

WHEREAS, the City of Long Beach received a Coronavirus Relief Fund (CRF) award of \$40,280,000 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;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and

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

1 conditions in this Agreement, the City and the GRANTEE agree as follows:

2 1. PROJECT. The City agrees to provide funding to the GRANTEE to
3 administer a microgrants program (“Project”). The Project description is attached to this
4 Agreement as Exhibit “A” and incorporated herein by reference.

5 2. GRANT FUNDS. The GRANTEE hereby acknowledges and agrees
6 that the City’s total contribution for the GRANTEE’S approved project shall not exceed
7 Seventy-Five Thousand Dollars (\$75,000). It is expressly understood and agreed that in
8 no event will the City’s total contribution exceed this amount.

9 3. METHOD OF PAYMENT. The City shall make available to the
10 GRANTEE upon or after the effective date of this Agreement a total amount of Seventy-
11 Five Thousand Dollars (\$75,000).

12 4. PERFORMANCE PERIOD; FUND APPLICATION. Funding has been
13 authorized for eligible expenditures related to the Project incurred between March 1, 2020
14 and December 30, 2020. The performance period for this grant is March 1, 2020 to
15 December 30, 2020. All expenditures must be incurred, and all services must be provided
16 within the performance period. CITY will not be obligated to reimburse expenses incurred
17 after the performance period, and GRANTEE will be obligated to repay CITY for any funds
18 received but not expended within the performance period. All funds not expected to be
19 expended by December 30, 2020 shall be returned to the CITY by December 10, 2020,
20 unless otherwise negotiated in writing in advance between the parties. Funding shall be
21 expended for authorized eligible expenditures in accordance with the Project budget,
22 delineated in the Project submittal attached hereto and incorporated by reference as
23 Exhibit “B”. When required to do so in writing, the GRANTEE shall repay the CITY for any
24 amounts disbursed that the CITY determines were not used for authorized purposes, or
25 were used in violation of Federal, State, or City statutes, regulations or guidelines. The
26 CITY may also withhold such amounts from any allowable reimbursement request of the
27 GRANTEE.

28 5. COMPLIANCE. This Agreement is funded by a Coronavirus Relief

1 Funds(CRF) Federal Subaward obtained by the CITY. GRANTEE shall comply with any
2 and all applicable State, City and Federal statutes, regulations, codes, directives and
3 guidelines related to the performance of this Agreement, including any statutory law related
4 to contracting with the State of California.

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

12 A. Cooperation with Monitoring, Audits, and Records
13 Requirements. All records and expenditures are subject to, and GRANTEE agrees
14 to comply with, monitoring and/or audits conducted by the United States Department
15 of Treasury's Inspector General, the Office of the Auditor of the State of California,
16 and the City Department of Finance. The GRANTEE shall maintain under Generally
17 Accepted Accounting Principles (GAAP) or Government Accounting Standards
18 Board (GASB) principles, adequate records that ensure proper accounting for all
19 costs and performances related to this Agreement.

20 B. Single Audit Requirements. Any Grantee expending \$750,000
21 or more in federal funds in a fiscal year may be subject to Single Audit Requirements
22 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)
23 [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)

24 C. Requirement to Address Audit Findings. If any audit,
25 monitoring, investigations, review of awards, or other compliance review reveals any
26 discrepancies, inadequacies, or deficiencies which are necessary to correct in order
27 to maintain compliance with this Agreement, applicable laws, regulations, or the
28 GRANTEE'S obligations hereunder, the GRANTEE agrees to propose and submit

1 to CITY a corrective action plan to correct such discrepancies or inadequacies within
2 twenty-five (25) calendar days after the GRANTEE'S receipt of the findings.

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

9 7. TERMINATION. The CITY may, in its sole discretion, terminate this
10 Agreement for convenience or otherwise, without recourse, liability or penalty against
11 CITY, upon written notice to GRANTEE. Additionally:

12 A. In the event Grantee fails to perform or comply with an
13 obligation or a term, condition or provision of this Agreement, the CITY may notify
14 the GRANTEE in writing of the delay or nonperformance, and if not cured in five (5)
15 working days, the CITY may terminate this Agreement in its entirety, or any part
16 thereof, or the CITY may, upon written notice to GRANTEE, terminate this
17 Agreement for cause, without further notice or opportunity to cure. Such notification
18 will state the effective date of termination, and if no effective date is specified, the
19 effective date will be the date of the notification.

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

23 C. Termination is not an exclusive remedy but will be in addition
24 to any other rights and remedies provided in equity, by law, or under this Agreement,
25 including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 –200.342.
26 Following termination by CITY, GRANTEE shall continue to be obligated to CITY for
27 the return of grant funds in accordance with applicable provisions of this Agreement.
28 In the event of termination under this section, CITY'S obligation to reimburse

1 GRANTEE is limited to allowable costs incurred and paid by the GRANTEE prior to
2 the effective date of termination, and any allowable costs determined by CITY in its
3 sole discretion to be reasonable and necessary to cost-effectively wind up the
4 Agreement. Termination of this Agreement for any reason or expiration of this
5 Agreement shall not release the parties from any liability or obligation set forth in
6 this Agreement that is expressly stated to survive any such termination or expiration.

7 D. Notwithstanding any expiration or termination of this
8 Agreement, the rights and obligations pertaining to the grant, cooperation and
9 provision of additional information, return of grant funds, audit rights, records
10 retention, public information, and any other provision implying survivability shall
11 remain in effect after the expiration or termination of this Agreement.

12 8. RECAPTURE OF FUNDS. The discretionary right of CITY to
13 terminate this Agreement for convenience notwithstanding, CITY shall have the right to
14 terminate the Agreement and to recapture, and be reimbursed for any payments made by
15 CITY: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are
16 otherwise inconsistent with this Agreement, including any unapproved expenditures. In
17 addition, if the State of California determines for any reason that CITY must repay
18 Coronavirus Relief Funds provided to GRANTEE, GRANTEE shall reimburse the CITY for
19 the repayment.

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

24 10. REPRESENTATIONS BY GRANTEE. By acceptance of this
25 Agreement, the GRANTEE makes all the statements, representations, warranties,
26 guarantees, certifications and affirmations included in this Agreement. If applicable, the
27 GRANTEE will comply with the requirements of 31 USC § 3729, which set forth that no
28 Grantee of federal payments shall submit a false claim for payment. If any of the

1 statements, representations, certifications, affirmations, warranties, or guarantees are
2 false or if the GRANTEE signs or executes the Agreement with a false statement or it is
3 subsequently determined that the GRANTEE has violated any of the statements,
4 representations, warranties, guarantees, certifications or affirmations included in this
5 Agreement, then CITY may consider this act a possible default under this Agreement and
6 may terminate or void this Agreement for cause and pursue other remedies available to
7 CITY under this Agreement and applicable law. False statements or claims made in
8 connection with CITY grants may result in fines, imprisonment, and debarment from
9 participating in City, state or federal grants or contracts, and/or other remedy available by
10 law, potentially including the provisions of 38 USC §§ 3801-3812, which details the
11 administrative remedies for false claims and statements made.

12 11. CONFLICT OF INTEREST SAFEGUARDS. The GRANTEE will
13 establish safeguards to prohibit its employees from using their positions for a purpose that
14 constitutes or presents the appearance of personal or organizational conflict of interest or
15 personal gain, whether for themselves or others, particularly those with whom they have
16 family, business, or other ties. The GRANTEE will operate with complete independence
17 and objectivity without actual, potential, or apparent conflict of interest with respect to its
18 performance under this Agreement.

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

28 13. CERTIFICATION REGARDING LOBBYING. By entering into this

1 Agreement, GRANTEE is certifying:

2 A. No Federal appropriated funds have been paid or will be paid,
3 by or on behalf of the GRANTEE, to any person for influencing or attempting to
4 influence an officer or employee of an agency, a Member of Congress, an officer or
5 employee of Congress, or an employee of a Member of Congress in connection with
6 the awarding of any Federal contract, the making of any Federal grant, the making
7 of any Federal loan, the entering into of any cooperative agreement, and the
8 extension, continuation, renewal, amendment, or modification of any Federal
9 contract, grant, loan, or cooperative agreement.

10 B. If any funds other than Federal appropriated funds have been
11 paid or will be paid to any person for influencing or attempting to influence any officer
12 or employee of any agency, a Member of Congress, an officer or employee of
13 Congress, or an employee of a Member of Congress in connection with this Federal
14 contract, grant, loan or cooperative agreement, the undersigned shall complete and
15 submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance
16 with its instructions.

17 C. The GRANTEE shall require that the language of this
18 certification be included in the award documents for all subawards at all tiers
19 (including subcontracts, subgrants, and contracts under grants, loans, and
20 cooperative agreements) and that all subrecipients shall certify and disclose
21 accordingly.

22 D. This certification is a material representation of fact upon which
23 reliance was placed when this transaction was made or entered into. Submission of
24 this certification is a prerequisite for making or entering into this transaction imposed
25 by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any
26 person who fails to file the required certification shall be subject to a civil penalty of
27 not less than \$10,000 and not more than \$100,000 for each such failure. The
28 GRANTEE certifies or affirms the truthfulness and accuracy of each statement of its

1 certification and disclosure, if any. In addition, GRANTEE understands and agrees
2 that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to this certification and
3 disclosure, if any.

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

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

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

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

6 18. INSURANCE.

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

14 (a) Commercial general liability insurance (equivalent in scope to
15 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
16 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
17 coverage shall include but not be limited to broad form contractual liability,
18 cross liability, independent contractors liability, and products and completed
19 operations liability. City, its boards and commissions, and their officials,
20 employees and agents shall be named as additional insureds by
21 endorsement (on City's endorsement form or on an endorsement equivalent
22 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
23 shall contain no special limitations on the scope of protection given to City,
24 its boards and commissions, and their officials, employees and agents. This
25 policy shall be endorsed to state that the insurer waives its right of
26 subrogation against City, its boards and commissions, and their officials,
27 employees and agents.

28 (b) Workers' Compensation insurance as required by the California

1 Labor Code and employer's liability insurance in an amount not less than
2 \$1,000,000. This policy shall be endorsed to state that the insurer waives
3 its right of subrogation against City, its boards and commissions, and their
4 officials, employees and agents.

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

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

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

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

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

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

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

13 G. Any modification or waiver of these insurance requirements
14 shall only be made with the approval of City's Risk Manager or designee. Not more
15 frequently than once a year, City's Risk Manager or designee may require that
16 GRANTEE, sub-grantees change the amount, scope or types of coverages required
17 in this Section if, in his or her sole opinion, the amount, scope or types of coverages
18 are not adequate.

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

22 19. INDEMNITY.

23 A. Grantee shall indemnify, protect and hold harmless City, its
24 Boards, Commissions, and their officials, employees and agents ("Indemnified
25 Parties"), from and against any and all liability, claims, demands, damage, loss,
26 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
27 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
28 in connection with (1) Grantee's breach or failure to comply with any of its obligations

1 contained in this Agreement, including any obligations arising from the Project's
2 compliance with or failure to comply with applicable laws, including all applicable
3 federal and state labor requirements including, without limitation, the requirements
4 of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors,
5 omissions or misrepresentations committed by Grantee, its officers, employees,
6 agents, sub-grantees, or anyone under Grantee's control, in the performance of
7 work or services under this Agreement (collectively "Claims" or individually "Claim").

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

16 C. If a court of competent jurisdiction determines that a Claim was
17 caused by the sole negligence or willful misconduct of Indemnified Parties,
18 Grantee's costs of defense and indemnity shall be (1) reimbursed in full if the court
19 determines sole negligence by the Indemnified Parties, or (2) reduced by the
20 percentage of willful misconduct attributed by the court to the Indemnified Parties.

21 D. The provisions of this Section shall survive the expiration or
22 termination of this Agreement.

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

26 21. REMEDIES NOT EXCLUSIVE. The express provision herein of
27 certain measures that may be exercised by the CITY for its protection shall not be
28 construed to preclude the CITY from exercising any other or further legal or equitable right

1 to protect its interests.

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

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

17 24. ASSIGNMENT. The GRANTEE may not assign rights or duties under
18 an award, or subcontract delivery of services, without the prior written consent of the CITY.
19 Such consent shall not relieve the GRANTEE of liability in the event of default by its
20 assignee.

21 25. CONSTRUCTION OF CONTRACT. The masculine shall be deemed
22 to embrace and include the feminine and the singular shall be deemed to embrace and
23 include the plural whenever required in the context of this Agreement.

24 26. NON-DEBARMENT REQUIREMENTS. The GRANTEE certifies, and,
25 if the CITY, State of California or the United States Federal government requires shall
26 further certify that neither they nor their principals are presently debarred, suspended,
27 proposed for debarment, declared ineligible, or voluntarily excluded by the State of
28 California or the United States Federal government at the time of submitting a proposal,

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

1 and hereby certifies and will further certify that the GRANTEE shall immediately notify the
2 CITY should their debarment status change anytime during the performance period.

3 29. TAX IMPLICATIONS AND CONSEQUENCES. The City makes no
4 representations as to the tax consequences associated with the disbursement of CRF
5 funds related to this agreement, and any determination related to this issue is the sole
6 responsibility of the Grantee. Grantee acknowledges consulting with its own tax advisors
7 or tax attorneys regarding this transaction or having had an opportunity to do so prior to
8 signing this agreement. Grantee acknowledges the City cannot provide advice regarding
9 the tax consequences or implications of the CRF funds disbursed to Grantee under the
10 terms of this agreement.

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CHARLES PARKIN, City Attorney
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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, a California nonprofit corporation, doing business as ARTS COUNCIL FOR LONG BEACH

10-2, 2020

By [Signature]
Name Brian Trimble
Title Board President

Oct 5th, 2020

By [Signature]
Name Griselda Suarez
Title Executive Director

"Grantee"

CITY OF LONG BEACH, a municipal corporation

October 5, 2020

By [Signature]
City Manager

"City"

This Agreement is approved as to form on Oct 5, 2020.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
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Long Beach, CA 90802-4664

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EXHIBIT "A"

Date: September 9, 2020

To: Thomas B. Modica, City Manager

From: Linda F. Tatum, Assistant City Manager

Subject: **CARES Act Funding – Arts Organization Grant Program**

Description and Objective

The arts are essential to the health, wellbeing, and ingenuity of the Long Beach community. The creative economy is a vital economic engine for the City, directly employing more than 1,500 workers and generating \$2 million in local revenue and \$3 million in State revenue annually. Yet, the arts and cultural sectors of the Long Beach economy are some of the hardest hit by the COVID-19 pandemic. Due to the need to ensure public safety through statewide and local Safer-at-Home orders, arts events, performances, and exhibitions have been cancelled, causing unprecedented hardships for arts organizations and artists in the City.

During this uncertain and destabilizing time, the City will provide \$1,500,000 in CARES Act funding to arts organizations to sustain these industry sectors and facilitate recovery in the creative economy. The Arts Organization Grant Program will provide grants to arts organizations in the City to administer arts education and programming, strengthen the arts workforce, and support local artists that are impacted by the Safer-at-Home orders. Without these funds, the arts and cultural sectors of the Long Beach economy would not be able to sustain through the COVID-19 pandemic. These grants are necessary to ensure arts organizations and artists in the community continue to provide services to Long Beach residents.

Target Audience and Equity Lens

The Arts Organization Grant Program considers the importance of making investments in the arts and cultural sectors of the economy, with a focus on supporting organizations and artists that have been hardest hit by COVID-19. To advance this goal, eligible organizations must demonstrate an ability to effectively leverage grant funds for community benefit within the required grant timeframe, and awardees must provide resources and services to racially and ethnically diverse parts of the City, including CDBG-eligible zones, COVID-impacted areas, and neighborhoods that are not traditionally served by the arts.

Design and Implementation Timeline

This Program will be implemented through one-time grants to eligible non-profit arts

organizations. Grants will be awarded to arts and cultural institutions to contribute to the City’s economic vitality and facilitate the expansion of these sectors. Funds will be used to help arts organizations and artists endure the economic hardships caused by COVID-19 closures and support employment opportunities in the arts and cultural sectors. Grants will be distributed to organizations to retain key staff, maintain operations, offer programming, and provide subgrants that provide benefits for artists across the City.

Eligible Organizations

The nine major arts groups in Long Beach—including seven performing arts organizations and two museums—are eligible for direct relief grants through this program:

- Camerata Singers of Long Beach
- Long Beach Playhouse
- Musica Angelica
- International City Theatre
- Long Beach Opera
- Long Beach Symphony
- Musical Theater West
- Museum of Latin American Art
- Long Beach Museum of Art

Additionally, as the organization responsible for managing the City’s Percent for the Arts program and Measure B distributions, the Arts Council for Long Beach is eligible for funding to support their operations, the African American Cultural Center, and provide grants to local artists and groups.

Award Amounts

Following the Percent for the Arts and Measure B allocation methodologies, each major arts organization is eligible for a grant based on the size of their operating budget following a tiered system: Level 1 below \$2 million; and Level 2 above \$2 million. Award amounts are listed in the table below:

Organization Name	Annual Budget	Grant
Camerata Singers of Long Beach	Level 1	\$100,000
Long Beach Playhouse	Level 1	\$100,000
Musica Angelica	Level 1	\$100,000
International City Theatre	Level 1	\$100,000
Long Beach Opera	Level 1	\$100,000
Long Beach Symphony	Level 2	\$200,000
Musical Theater West	Level 2	\$200,000
Museum of Latin American Art	Level 2	\$200,000
Long Beach Museum of Art	Level 2	\$200,000
Total:		\$1,300,000

The remaining \$200,000 will go to the Arts Council for Long Beach: \$75,000 for their internal operations and staffing, in addition to \$50,000 to be distributed to the African American Cultural Center and \$75,000 for microgrants to local artists and smaller arts organizations in the City.

Implementation Timeline

Awardees will be notified of their grant eligibility by September 11, 2020. They will be required to submit a Scope of Work by September 15, 2020, documenting the financial hardship experienced by the organization and detailing how the grant funding will be spent in accordance with eligible expenditures under the CARES Act (described below). Scopes of Work will serve as the basis for a contract to receive the grant amount. Funding is for eligible expenditures during the grant period from March 1, 2020 to December 30, 2020.

Application and Selection Process

This is a non-competitive grant based on existing funding methodologies and structures for Long Beach arts organizations. Eligible awardees are required to submit to the City a Scope of Work that describes in detail their plan for expending grant funds. It should document the financial hardship caused by COVID-19, current eligible expenditures since March 1, 2020, and anticipated expenditures through December 30, 2020.

This description should provide the following information:

1. *Organization Background & Experience:* Background information on the arts organization and experience working with the populations impacted by COVID-19 within the City.
2. *COVID-19 Financial Hardship:* A brief narrative describing how the organization experienced financial hardship such as loss of income, ongoing payment obligations, or layoffs and losses incurred due to canceled arts and cultural programming because of the mandated restrictions imposed due to COVID-19.
3. *Grant Program Summary:* A detailed summary describing the programs the arts organization intends to deliver with the grant funding and the staffing support required to execute. All activities must fall within one of the spending categories outlined in the Examples of Eligible Expenditures table in the following section.
4. *Budget:* Provides a budget that outlines current expenditures and anticipated expenditures from March 1, 2020 to December 30, 2020. Use the Expenditure Worksheet below.
5. *Key Performance Metrics:* Provides a summary of key outputs, indicators, and outcomes the organization intends to accomplish through the grant funding (e.g.,

number of jobs retained, number of events organized).

6. *Equity Lens*: Provides a description of the organization’s ability to provide services in inclusive, culturally diverse communities and neighborhoods most impacted by COVID-19. Grant funds should strengthen economic recovery for artists and arts organizations advancing the equity objectives and creative vitality of the City.

Scopes of Work should include the following expenditure worksheet, outlining the existing expenses and anticipated expenses based on the eligible list outlined in the following section. After submission of the initial Scope of Work, awardees will submit an updated expenditures worksheet every two weeks and retain documentation to be available upon request.

Expenditure Worksheet		
	<i>Eligible Expenditures from 03/01/20- 09/15/20</i>	<i>Anticipated Expenditures from 9/16/20-12/30/20</i>
A. CATEGORY for Operating Expenses		
Rent/Mortgage/Lease		
Insurance		
Utilities (including phone, internet, telecommunications)		
Debt Payments		
Essential Staff Payroll		
Website/Marketing		
Memberships		
Equipment Leasing		
Other: Explain		
B. EQUIPMENT for Reimbursement		
PPE		
Technology		
C. LOST/CANCELLED WORK		
Payroll		

Scopes of Work are due September 15, 2020, and will be reviewed and approved by the City Manager’s office, in partnership with the Arts Council for Long Beach. Once approved, a grant agreement and purchase order will be developed around the Scope of Work.

The Arts Council for Long Beach must further submit a proposal describing how the \$75,000 microgrants program will be developed. Funding should prioritize equity and provide resources to artists and organizations that are hardest hit by COVID-19. Awards should be based on highest need due to COVID-19 and ability to provide services to diverse communities.

Accounting and Documentation

Direct relief to eligible arts organization will be provided after Scopes of Work are approved. The table below summarizes eligible spending categories for the Arts Organization Grant Program. Eligible expenditures are related to costs incurred due to the COVID-19 emergency between March 1 and December 30, 2020.

Examples of Eligible Expenditures		
<i>Category</i>	<i>Description</i>	<i>Example of Expenditures</i>
<i>Operating Costs</i>	General operating expenses required to execute programs and projects covered by grant funding	<ul style="list-style-type: none"> • Personnel costs for delivering services during COVID-19 • Rent (if not a City property) • Professional services • General operating support due to mandated closures
<i>Assistance</i>	Assistance programs focused on providing direct support to artists in the community	<ul style="list-style-type: none"> • Program personnel costs • Artist grants • Providing PPE • Arts outreach and education
<i>Education & Programming</i>	Resources to transition arts education and programming during COVID-19	<ul style="list-style-type: none"> • Transitioning facilities to comply with Safer-at-Home order • Convert to virtual programming
<i>Equitable Outreach</i>	Marketing and promotions to support artists and communities most impacted by COVID-19	<ul style="list-style-type: none"> • Social media and digital marketing • Arts promotional events and activities • Procuring marketing collateral

Awardees are responsible for documenting eligible expenditures to ensure compliance with the CARES Act (e.g., receipts, checks, bill payments, payroll costs). Required documentation should be retained by the awardees and available upon request per Treasury guidelines for five to seven years. If awardees are unable to expend the funds by December 30, 2020, they must notify the City Manager's office in writing no later than December 1, 2020, and the funding may be appropriated for other CARES Act programs.

In addition to financial documentation, awardees are responsible for tracking and reporting to the City Manager's office key metrics related to the grants. This should

include, but not be limited to, the following:

- Summary of key accomplishments that showcase progress made to provide arts to the community during COVID-19
- Relevant key performance indicators (e.g., number of services delivered, artists supported, staff retained)

Staffing and Administration

The City Manager's office will be responsible for reviewing and approving the Scope of Work for each eligible organization, collecting expenditures and financial supporting documentation, and monitoring overall performance and compliance with the CARES Act guidelines.

In addition, the Arts Council for Long Beach will be responsible for tracking and reporting on the \$75,000 in grant funds they administer to local artists and groups. They will provide bi-weekly updates to the City regarding expenditures and full documentation at closeout.

Service Delivery Model and Tracking

Following announcement of the program, the Arts Council for Long Beach will receive the Program grants. As organizations complete their Scope of Work, the Arts Council for Long Beach will distribute funds to eligible awardees, as they do for Percent for the Arts and Measure B funds. Each organization is responsible for documenting their financial expenditures, as well as tracking progress toward their stated equity goals and performance metrics.

Equitable Outreach Strategy

Awardees must ensure equitable outreach and access to services provided through the grant, prioritizing communities hardest hit by the COVID-19 pandemic.

OFFICE OF THE CITY ATTORNEY
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EXHIBIT "B"

Date: 9/15/2020

Contact Name: Griselda Suarez

Organization: Arts Council for Long Beach

**Contact
Email:Griselda.suarez@artslb.org
and Laura.Nelson@artslb.org**

Funding Amount:\$75,000

Contact Phone:562-435-2787

Organization Background & Experience (500 words maximum)

Arts Council for Long Beach (ACLB) was founded by the City of Long Beach in 1976 as the Public Corporation for the Arts, becoming a 501(c)(3) organization in 1982. ACLB now serves as a vital conduit between artists, arts organizations, and the many neighborhoods that make up the City of Long Beach.

ACLB strives to promote the arts in all sectors of the city by:

- Promoting artists living in Long Beach
- Uplifting communities to engage in arts and culture
- Building connections between artists and audiences
- Leading discussions about the role of arts in the community
- Implementing outstanding arts education programs for students in the LBUSD
- Cultivating unique opportunities for art to be shown and appreciated

- Advocating for the arts sector in city, county, state and federal levels
- Rewarding excellence in the arts through our annual and monthly grant programs
- Transforming Long Beach through public art that showcases the city's character

ACLB works in close collaboration with local elected officials, business improvement districts, entrepreneurs, neighborhood associations, artists and arts organizations to leverage the arts to shape the physical, social and economic character of our diverse Long Beach neighborhoods.

ACLB provides financial support to local arts and cultural organizations and individual artists through merit-based grants, contracts and commissions. ACLB also provides training for artists in marketing, fundraising and small business development, and hosts regular informational meetings and networking opportunities. ACLB uses social media, grassroots community outreach, and unique events to showcase and promote the arts to both residents and visitors.

COVID-19 Financial Hardship (500 words maximum; attach financial documentation as applicable)

In January 2020, ACLB moved its office to a new space in downtown Long Beach. We had plans to develop a portion of this space as a gallery for Long Beach art. However, when COVID-19 restrictions went into effect, we had to suspend work on the gallery project. Our new office space is currently being unused, even though we continue to pay rent. We are concerned about the possibility of losing this space, and of losing the opportunity to showcase Long Beach art in an easily accessible downtown location. The requested funding would help Arts Council for Long Beach (ACLB) to avoid losing its office and gallery space in downtown Long Beach despite the current challenges facing the arts.

By way of history, ACLB has long desired to have an office location that would also function as a gallery of community art. Earlier this year, we had secured an ideal location at 215 Pine Avenue in downtown Long Beach's historic L'Opera building. This 3,700 square foot space gave us about 1,800 square feet of exhibition space to devote to publicly displaying works created by Long Beach artists. Gallery space is in short supply in Long Beach, and we were excited by the prospect of being able to share the work of our city's diverse artists. By the time that the Safer-at-Home Order was issued, we had already prepared the walls and had selected a curator.

Funding would give us much needed rent relief and allow us to finish preparing the space for exhibitions once the Safer-at-Home Order is relaxed. We look forward to opening this space to the public within safe and appropriate physical distancing requirements, and to returning to work in our inspiring new space.

Grant Program Summary (500 words maximum)

Grant funding for general operating support would help the Arts Council to continue to promote civic engagement and shared arts experiences that are effectively uniting the diverse community members of our culturally vibrant city during these difficult times. As we continue to strive to improve cultural equity and inclusion relative to the ongoing effects of current events such as but not limited to

1. Arts Education

- Create Art Kits for 500 children and distributed them through the Long Beach Unified School District, City Parks Department and local arts organizations.
- Hire artists for our *Passport to the Arts* program.
- Creating a new *Eye on Design* arts education curriculum for the 2020-2021 school year.

2. Art Projects throughout the City

- Working with Black Lives Matter to create a community-driven arts project that highlights Long Beach's vibrant Black community.
- Launching Phase II of the Cambodia Town Mural Project.
- Continue LB Suffrage 100, a celebration of the 100th anniversary of the passage of the 20th Amendment.

3. Archiving the *Protest Panels* to create experiences for residents to continue the conversation on racial equity

- The Arts Council has collected and safely stored these Protest Panels for future display.

Budget (complete Expenditure Worksheet below; add narrative here as applicable)

The provided budget sheet includes all incurred expenses since March and a column for the allocated CARES Act funds for grants to mid-size, small and individual artists.

Key Performance Metrics (250 words maximum)

Grants funds \$75,000

Using the current Covid Relief grant process, which is an online application form, the Arts Council will send out notices to over 600 artists on the registry, all of the newsletter subscribers and email blasts to grantees. The grant will also be pushed through social media and media partners, including the City of Long Beach communications team.

This grant is designed to assist artists and arts organizations of all disciplines with loss of income from COVID-19 as described:

- Recouping financial loss due to cancelled events, including performances, paid speaking gigs, readings, exhibitions, and festival/fairs.
- Offsetting loss of income for teaching artists who are not able to teach during this time due to cancelled lessons/classes and school closures.

IMPORTANT: Funds cannot be requested based on loss of projected advertising revenue on social media/video sites, events/gigs not yet scheduled or booked, or anticipated loss of sales.

This grant program is for individual artists across disciplines who are struggling to have their BASIC NEEDS met (shelter, food, and medical) due to loss of artistic income from COVID-19.

Additionally, you must meet the following criteria to apply:

- Are a professional, working Long Beach based artists (age 18 and older);
- Definition:
 - Individuals who devote a significant portion of their time to the creation of personal artwork.
 - The professional artist is likely paid for performances, sells their artwork, or shares their independent body of work with the public on a regular basis.
 - The term "artist" applies broadly across disciplines, including performing, visual, literary, film, fashion and multidisciplinary artists.
- Live in Long Beach
- Be a member of the Arts Council registry as of March 1, 2020

NOTE: Members of groups must apply as INDIVIDUALS as each person's financial situation will vary.

Applications will be received on a rolling basis – reviews will be completed every Wednesday by staff. The checks will be processed within 1 week of approval. Arts Council will send monthly reports on the number of grants that have been awarded and received.

Equity Lens (250 words maximum)

The Arts Council operates under the belief that art has the power and responsibility to bring diverse groups together through the universality of emotions that transcend race, religion, cultural background, income level, gender identity and/or sexual orientation.

Long Beach is one of the most diverse cities in America (2019, USA Today), and is also considered to be one of the most LGBTQIA+ friendly cities in the United States. Our city further boasts the largest Khmer community outside of Cambodia.

One of the Art Council's key responsibilities is to use art to equitably amplify all of the city's diverse voices. In many ways, the face of Long Beach is the face of our nation's future. The U.S. Census Bureau estimates that by 2060, the United States will be 28% Latinx, 44% White, 15% Black, 9% Asian, and 4% Other. Long Beach *currently* has 43% Latinx, 28% White, 13% Black, 13% Asian, and 3% Other. The diversity of our city right now is even greater than the U.S. Census projects for the nation 40 years from now.

Currently in the Long Beach Unified School District, 66% of the nearly 80,000 students are low-income, and 23% are English Learners (American Community Survey; The California Endowment "Building Healthy Communities" initiative; and Ed-Data). In addition, while 21% of all Long Beach residents live below the official poverty level, this figure increases to 42% in North and Central Long Beach. These underserved neighborhoods have also been disproportionately affected by cases of COVID-19.

We commit to using our Artists Registry as a tool that builds equity. The new Artists Registry collects data and we can now access the race, gender and district identification of registrants, so we know that Black artists/performers make up 15% of the registry for example. Between 2016-2020, out of the 32 artists that we have exhibited, 60% are BIPOC artists. In 2017, we launched the Cambodia Town Mural Project and the community committee chose muralists who had not been given the opportunity in the past, three of the artists (Latinx and Cambodian) have now gone onto larger projects and grants across southern California. This model program created an new way for us to conduct the business of a Public Art Committee and we commit to reimagining the Community Arts Project committee in order to make access to public art more equitable.