

1 The organizations and artists shown on Exhibit "B" as receiving
2 "Professional Artist Fellowships", "Operating Grants, Level I", "Operating Grants,
3 Level II", and "Community Projects Grants" must apply for support and
4 successfully meet PCA's established criteria for support. City shall pay Three
5 Hundred Fifty-Four Thousand Three Hundred Dollars (\$354,300) to PCA in
6 installments as follows: One Hundred Sixty Thousand Dollars (\$160,000) on City's
7 execution of this Agreement and the remaining amount of One Hundred Ninety-
8 Four Thousand Three Hundred Dollars (\$194,300) in installments of Twenty-Four
9 Thousand Two Hundred Eighty-Seven Dollars and Fifty Cents (\$24,287.50) on the
10 second calendar day of each month beginning January 2013 through August
11 2013.

12 B. In order to fulfill its obligations as reviewing agency for all City
13 funds allocated to the arts and cultural groups and artists in Exhibit "B", PCA shall
14 enter an agreement with each arts and cultural group and artist, which agreement
15 shall set forth the terms under which the groups and artists will report to PCA
16 regarding their financial status, Long Beach residency status, community outreach
17 efforts and any other information required by PCA to be in compliance with this
18 Agreement. PCA shall submit copies of all executed agreements between PCA
19 and each group and artist to the City Manager within fifteen (15) days after full
20 execution.

21 3. Before any payment is made on invoices from each arts and cultural
22 group and artist shown on Exhibit "B", PCA shall assure that the funds requested will be
23 used appropriately to promote cultural and arts activities in Long Beach to the benefit of
24 the Long Beach citizenry and shall so certify in the performance report required in
25 Section 4 below.

26 4. On or before January 2, 2013, April 2, 2013, July 2, 2013 and
27 October 1, 2013, PCA shall submit to City a performance report of its activities, which
28 report shall include a statement of all arts and cultural groups and artists to whom funds

1 were distributed during the preceding three-month period and certification that each such
2 group or artist met the provisions of this Agreement. PCA shall require that the arts and
3 cultural groups listed in Exhibit "B" and with which PCA has an agreement shall submit
4 an interim and final report statement to PCA, setting forth the group's financial condition
5 and disclosure of all expenses, revenues, and fund balances relating to funds given to
6 said groups hereunder. These statements shall be prepared and submitted on a
7 schedule that will permit them to be reviewed by the City upon request.

8 5.

9 A. PCA shall prepare and file with City a complete annual
10 financial report no later than November 15, 2013, covering the period October 1,
11 2012 through September 30, 2013 and accounting for the Three Hundred Fifty-
12 Four Thousand Three Hundred Dollars (\$354,300) allocated to PCA under Section
13 2 hereof. At that time, PCA shall return to City any revenues undistributed or
14 unexpended by it on or prior to September 30, 2013. Said financial report shall be
15 certified by PCA's senior executive officer to indicate that all expenditures are
16 supported by receipts, invoices, vouchers or other appropriate documentation and
17 that such expenditures were made in accordance with this Agreement. PCA shall
18 maintain books, financial records and files as necessary to support its certified
19 financial statements. The City Auditor and other appropriate City personnel shall
20 have the right to examine and audit the statements and supporting books, records
21 and files for three years following the expiration or sooner termination of this
22 Agreement.

23 B. Notwithstanding anything to the contrary herein, the City
24 Manager may approve the retention by PCA of funds allocated to specific arts and
25 cultural groups and artists during 2012-2013 and not spent by September 30,
26 2013, so long as he finds that adequate progress and timely completion of the
27 projects can be demonstrated by PCA to his satisfaction. PCA shall make monthly
28 status reports on such projects and shall expedite completion in a form satisfactory

1 to the City Manager.

2 C. On or before October 30, 2013, PCA shall secure from each
3 arts and cultural group identified in Exhibit "B" a comprehensive annual financial
4 statement for the period October 1, 2012 through September 30, 2013. Said
5 financial statement shall be reviewed, audited and approved by each group's
6 board, and shall be forwarded to the City Manager, together with a copy of the
7 applicable report based on said review, or part of the annual financial statement.

8 6. PCA shall maintain a current commercial checking account at a
9 commercial bank in which all funds granted under this Agreement are immediately
10 deposited when received and from which all payments are made for PCA's expenses for
11 programs and for services. The balance in this bank account and such reconciliation
12 shall be certified by the senior executive officer of PCA.

13 7. PCA shall not use any of its funds for political campaign contributions
14 or for promotions of political candidates or any other political purpose.

15 8. PCA shall, upon request by City, submit to City a list of the names,
16 addresses and assignments of all its officers and staff, permanent, part-time and
17 voluntary. PCA shall notify City of any changes to this list within ten (10) days after said
18 changes become effective.

19 9. PCA shall maintain for a period of three (3) years and make available
20 to City such additional records, budgetary and other information as City may request.

21 10. City, its officials and employees shall not have any control over the
22 conduct of PCA's activities or the employees of PCA. PCA expressly warrants that it will
23 not at any time or in any manner represent that PCA or any of PCA's agents, volunteers,
24 subscribers, members, officers or employees are in any manner the agents, volunteers,
25 subscribers, officers or employees of City.

26 11. PCA shall with respect to this Agreement indemnify and hold
27 harmless City, its officials, employees and agents (collectively in this Section "City") from
28 and against any and all liability, claims, demands, damage, loss, causes of action,

1 proceedings, penalties, costs and expenses (including reasonable attorney's fees, court
2 costs, and expert and witness fees)(collectively "Claims" or individually "Claim"). Claims
3 include by way of example but are not limited to: Claims for property damage, personal
4 injury or death arising in whole or in part from any negligent act or omission of PCA, its
5 officers, employees, agents, or anyone under PCA's control (collectively "Indemnitor");
6 PCA's breach of this Agreement; misrepresentation; willful misconduct; and Claims by
7 any employee of Indemnitor relating in any way to worker's compensation. Independent
8 of the duty to indemnify and as a free-standing duty on the part of PCA, PCA shall defend
9 the City and shall continue such defense until the Claim (including allegations in a Claim)
10 is resolved, whether by settlement, judgment or otherwise. No finding or judgment of
11 negligence, fault, breach, or the like on the part of Indemnitor shall be required for the
12 duty to defend to arise. PCA shall notify the City of any Claim within ten (10) days.
13 Likewise, the City shall notify PCA of any Claim, shall tender the defense of such Claim
14 to PCA, and shall assist PCA, as may be reasonably requested, in such defense.

15 12. As a condition precedent to the effectiveness of this Agreement,
16 PCA shall procure and maintain at PCA's expense for the duration of this Agreement
17 from insurance companies that are admitted to write insurance in California or from
18 authorized non-admitted insurance companies that have ratings of or equivalent to A:VIII
19 by A.M. Best Company:

20 (a) Commercial general liability insurance (equivalent in scope to ISO
21 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One Million
22 Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general
23 aggregate. Such coverage shall include but not be limited to broad form
24 contractual liability, cross liability, independent contractors liability, and products
25 and completed operations liability. The City, its officials, employees and agents
26 shall be named as additional insureds by endorsement (on City's endorsement
27 form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG
28 20 26 11 85), and this insurance shall contain no special limitations on the scope

1 of protection given to the City, its officials, employees and agents.

2 (b) Workers' Compensation insurance as required by the Labor Code of
3 the State of California and employer's liability insurance in an amount not less than
4 One Million Dollars (\$1,000,000).

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

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

11 Any self-insurance program, self-insured retention, or deductible must be
12 separately approved in writing by City's Risk Manager or designee and shall protect City,
13 its officials, employees and agents in the same manner and to the same extent as they
14 would have been protected had the policy or policies not contained retention or
15 deductible provisions. 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 written
17 notice to City, and shall be primary and not contributing to any other insurance or self-
18 insurance maintained by City. PCA shall notify the City in writing within five (5) days after
19 any insurance required herein has been voided by the insurer or cancelled by the
20 insured.

21 PCA shall require that all contractors and subcontractors which PCA uses
22 in the performance of services hereunder maintain insurance in compliance with this
23 Section unless otherwise agreed in writing by City's Risk Manager or designee.

24 Prior to the start of performance, PCA shall deliver to City certificates of
25 insurance and required endorsements for approval as to sufficiency and form. The
26 certificate and endorsements for each insurance policy shall contain the original signature
27 of a person authorized by that insurer to bind coverage on its behalf. In addition, PCA,
28 shall, within thirty (30) days prior to expiration of the insurance required herein, furnish to

1 City certificates of insurance and endorsements evidencing renewal of such insurance.
2 City reserves the right to require complete certified copies of all policies of PCA and
3 PCA's contractors and subcontractors, at any time. PCA shall make available to City's
4 Risk Manager or designee all books, records and other information relating to the
5 insurance coverage required herein, during normal business hours.

6 Any modification or waiver of the insurance requirements herein shall only
7 be made with the approval of City's Risk Manager or designee. Not more frequently than
8 once a year, the City's Risk Manager or designee may require that PCA, PCA's
9 contractors and subcontractors change the amount, scope or types of coverages required
10 herein if, in his or her sole opinion, the amount, scope, or types of coverages herein are
11 not adequate.

12 The procuring or existence of insurance shall not be construed or deemed
13 as a limitation on liability relating to PCA's performance or as full performance of or
14 compliance with the indemnification provisions of this Agreement.

15 13. This Agreement contemplates the unique role and responsibilities of
16 PCA and the parties acknowledge that a substantial inducement to City for entering this
17 Agreement was and is that uniqueness. As a result, PCA shall not assign its rights or
18 delegate its duties hereunder, or any interest herein, or any portion hereof, without the
19 prior written consent of City. Any attempted assignment or delegation shall be void, and
20 any assignee or delegate shall acquire no right or interest by reason of such attempted
21 assignment or delegation. PCA shall not subcontract any portion of the performance
22 required hereunder. Nothing in this Section 13 shall prevent PCA from employing as
23 many employees as PCA deems necessary for performance of this Agreement.

24 14. Any notice required hereunder or desired to be given by either party
25 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
26 class, postage prepaid to the City at 333 West Ocean Boulevard, Long Beach, California
27 90802 Attn: City Manager and to PCA at the address first shown herein. Change of
28 address shall be given in the same manner as stated herein. Notice shall be deemed

1 given on the date deposited in the mail or on the date personal delivery is made,
2 whichever first occurs.

3 15. The term of this Agreement shall begin at 12:01 a.m. on October 1,
4 2012, and shall terminate at midnight on September 30, 2013. Either party may
5 terminate this Agreement by giving thirty (30) days prior notice to the other party. The
6 complete annual financial report required by Section 5 shall be filed no later than
7 November 15, 2013, and any revenues to be returned shall be returned at the time of
8 said filing, unless otherwise allocated, with the approval of the City Manager.

9 16. The City Manager or designee shall administer this Agreement and
10 all matters in connection herewith, and his decision shall be final.

11 17. The acceptance of performance or the payment of any money by
12 City shall not operate as a waiver of any provision of this Agreement, or of any right to
13 damages or indemnity stated in this Agreement. The waiver of any breach of this
14 Agreement shall not constitute a waiver of any other or subsequent breach of this
15 Agreement.

16 18. PCA, by executing this Agreement, certifies that, at the time PCA
17 executes this Agreement and during the term hereof, PCA does not and will not perform
18 hereunder in any manner which would create a conflict, whether monetary or otherwise,
19 as between the interests of City and the interests of any recipient of funds hereunder.

20 19. This Agreement shall not be amended, nor any provision or breach
21 hereof waived, except in writing signed by the parties which expressly refers to this
22 Agreement.

23 20. This Agreement shall be governed by and construed pursuant to the
24 laws of the State of California.

25 21. This Agreement constitutes the entire understanding between the
26 parties and supersedes all other agreements, whether oral or written, with respect to the
27 subject matter herein.

28 22. In the event that there is any legal proceeding between the parties to

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664


1 enforce or interpret this Agreement or to protect or establish any rights or remedies
2 hereunder, the prevailing party shall be entitled to its costs and expenses, including
3 reasonable attorney's fees.

4 23. Subject to applicable laws, rules and regulations, PCA shall not
5 discriminate in the performance of this Agreement on the basis of race, religion, national
6 origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or
7 disability.


8 IN WITNESS WHEREOF, the parties hereto have executed this Agreement
9 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
11
12
13 November 1, 2012

By 
Name: Larry Rice
Title: Board President


14
15
16 November 1, 2012

By 
Name: John Glaza
Title: Interim Executive Director

17
18 "PCA"

CITY OF LONG BEACH, a municipal
corporation

19
20
21 11.9, 2012

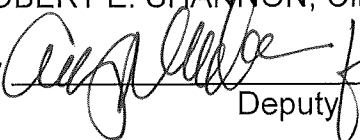
By  Assistant City Manager
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

22
23 "City"

24 This Agreement is approved as to form on Nov. 5, 2012.

25
26 ROBERT E. SHANNON, City Attorney

By  for Linda Trang
Deputy

**Exhibit A
PCA Operating Budget FY 2011: October 1, 2012 through September 30, 2013**

Staff Costs:	Total Budget										City Support Notes:
	FY 2012-13	Admin	Fundraising	Grants & Training	Marketing	Neighborhoods	Design/ Public Art	City Support	Notes:		
Admin Salaries & Benefits	149,305	129,838		19,467				149,305.00	Exec Dir, Grants Manager, Adm. Manager		
Percentage of total budget	19.00%	16.52%	0.00%	2.48%	0.00%	0.00%	0.00%	19.00%			
Operations											
Advocacy	-	-									
Audit/Legal Fees	10,000	10,000									
Bank/Payroll/Serv	3,596	3,596									
Equipment/Computers	4,500	4,500									
Fundraising (Development)	25,000		25,000								
Insurance	6,000	6,000						2,000.00	Property / Liability		
Maintenance	-	-									
Memberships	300	300									
Meetings/Travel/Conferences	1,200	1,200									
Miscellaneous-License etc	500	500									
Outside Consultants	29,968	29,968						13,495.00	Accounting;		
Postage	3,000	3,000									
Printing + Stationery Supplies	500				500						
Rent	2,004	2,004									
Parking	1,800	1,800									
Supplies	2,500	2,500									
Telephone & Internet	3,600	3,600									
Reserve Fund	-	-									
Total Operations	94,468	68,968	25,000	-	500	-	-	15,495			
Percentage of total budget	12.02%	8.78%	3.18%	0.00%	0.06%	0.00%	0.00%	1.97%			
Programs											
Allocations-Granting Program	189,500							189,500.00			
Special Events Program/Marketing	27,775				27,775						
Arts Learning	86,349					111,411					
Public Art	151,828						151,828.00				
Program Administration	86,717					35,991	50,726.00				
Program Total:	542,169	-	-	-	27,775	147,402	202,554	189,500			
percentage of revenue of total budg	68.98%	0.00%	0.00%	0.00%	3.53%	18.75%	25.77%	24.11%			
Total Expenses-PCA & PA	785,942	198,806	25,000	19,467	28,275	147,402	202,554	354,300			
Percentage of total budget	100.00%	25.30%	3.18%	2.48%	3.60%	18.75%	25.77%	45.08%			

**2012-2013 Grant Awards
Exhibit B**

	1st payment 1/15/13	2nd payment 5/15/13	3rd payment 11/15/13	Total Award
PROFESSIONAL ARTIST FELLOWSHIP	100%	0%	0%	
Hiromi Takizawa	\$2,000.00			\$ 2,000
Terry Braunstein	\$2,000.00			\$ 2,000
Jeff Rau	\$1,500.00			\$ 1,500
Shyamala Moorty	\$1,250.00			\$ 1,250
Patrick Williams	\$1,250.00			\$ 1,250
				\$ 8,000

	33%	33%	34%	
OPERATING GRANTS, LEVEL I (\$250K-\$1M budgets)				
Khmer Arts Academy	1,696.15	1,696.15	1,747.55	\$ 5,140
Long Beach Playhouse	1,603.85	1,603.85	1,652.45	\$ 4,860
				\$ 10,000

	33%	33%	34%	
OPERATING GRANTS, LEVEL II (budgets >\$1M)				
Long Beach Opera	9,442.38	9,442.38	9,728.51	\$ 28,613
International City Theatre	7,726.38	7,726.38	7,960.51	\$ 23,413
Musical Theatre West	5,614.38	5,614.38	5,784.51	\$ 17,013
Museum of Latin American Art	5,477.01	5,477.01	5,642.98	\$ 16,597
Arts and Services for the Disabled	4,376.88	4,376.88	4,509.51	\$ 13,263
Long Beach Symphony Orchestra	3,689.38	3,689.38	3,801.18	\$ 11,180
Long Beach Museum of Art	2,613.74	2,613.74	2,692.95	\$ 7,920
				\$ 118,000

	33%	33%	34%	
COMMUNITY PROJECT GRANTS				
Cambodia Town	1,650.00	1,650.00	1,700.00	\$ 5,000
South Coast Dance Alliance	1,155.00	1,155.00	1,190.00	\$ 3,500
Homeland Cultural Center	990.00	990.00	1,020.00	\$ 3,000
University Art Museum	990.00	990.00	1,020.00	\$ 3,000
Garage Theatre	660.00	660.00	680.00	\$ 2,000
Hmong Association	660.00	660.00	680.00	\$ 2,000
Long Beach Community Band	660.00	660.00	680.00	\$ 2,000
Regina Klenjoski Dance Center	561.00	561.00	578.00	\$ 1,700
South Coast Chorale	561.00	561.00	578.00	\$ 1,700
Camerata Singers	528.00	528.00	544.00	\$ 1,600
				\$ 25,500

SUB TOTAL GRANT AWARDS FOR 2012-13	\$58,655.13	\$50,655.13	\$52,190.14	\$ 161,500
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Monthly Micro Grant Awards \$ 28,000

TOTAL GRANT AWARDS FOR 2012-13	\$ 189,500
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