

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

1 AGREEMENT

2 **32311**

3 THIS AGREEMENT ("Agreement") is made and entered into on the 16th day
4 of September, 2011, by and between the CITY OF LONG BEACH, a municipal
5 corporation ("City") and the Long Beach Community Foundation ("Foundation"), located
6 at 400 Oceangate, Suite 800, Long Beach, CA 90802.

7 THIS AGREEMENT is made and entered into with reference to the
8 following facts and objectives:

9 WHEREAS, City has received Public, Education and Government (PEG)
10 fees from local cable providers; and

11 WHEREAS, the City is desirous of providing public access television to the
12 citizens of Long Beach; and

13 WHEREAS, Foundation has secured grant funding from the Knight
14 Foundation ("Knight") to assist City in its efforts to provide public access television; and

15 WHEREAS, the Knight Foundation has agreed to provide Foundation with a
16 Three Hundred Twenty-Five Thousand Dollar (\$325,000.00) monetary grant that is
17 contingent upon Foundation providing matching funds; and

18 WHEREAS, City has agreed to provide Three Hundred Twenty-Five
19 Thousand Dollars (\$325,000.00) to Foundation for the purpose of securing matching
20 funds from the Knight Foundation;

21 NOW THEREFORE, the parties do hereby agree as follows:

22 1. The parties acknowledge that the Knight Foundation has earmarked
23 Twenty-Four Million Dollars (\$24,000,000.00) for an initiative aimed at helping
24 communities find creative ways to use new media and technology to keep residents
25 informed and engaged. The Knight Foundation Community Information Challenge Grant
26 is seeking projects that would help fill community information needs, foster community
27 engagement and enable residents to participate in the creation and sharing of news and
28 information. These are attributes the City envisions for public access television in Long

1 Beach.

2 2. Because the Knight Foundation grant opportunity is only open to
3 community foundations, City sought out a partnership with Foundation. Earlier this year,
4 with assistance from City, Foundation submitted an application to the Knight Foundation
5 for grant funding totaling Four Hundred Fifty Thousand Dollars (\$450,000.00) for two (2)
6 years.

7 3. The Knight Foundation agreed to provide grant funding to
8 Foundation in the amount of Three Hundred Twenty-Five Thousand Dollars
9 (\$325,000.00) over two (2) years contingent upon Foundation providing matching funds.
10 The Knight Foundation agreed to provide One Hundred Seventy-Five Thousand Dollars
11 (\$175,000.00) in the first year and One Hundred Fifty Thousand Dollars (\$150,000.00) in
12 the second year.

13 4. To assist Foundation in securing the Knight Foundation grant, City
14 agrees to provide Foundation with equivalent matching funds over two (2) years. In the
15 first year, City will provide One Hundred Seventy-Five Thousand Dollars (\$175,000.00) to
16 Foundation, and in the second year, City shall provide One Hundred And Fifty Thousand
17 Dollars (\$150,000.00).

18 5. Once Foundation is in receipt of the Knight Foundation grant, it is
19 agreed that Foundation will disburse matching funds from City and the Knight Foundation
20 to a third party public access television provider (" Public Access Provider") to be named
21 at a later date, for the purpose of establishing operations for public access television in
22 Long Beach, in accordance with the performance objectives identified in Foundation's
23 agreements with the Knight Foundation and the Public Access Provider. Attached hereto
24 as Exhibit 1, is a copy of Foundation's agreement with the Knight Foundation.

25 6. City will transfer matching funds to Foundation's account with
26 Farmers and Merchant Bank via a wire transfer.

27 7. In the event City is unable to identify a Public Access Provider,
28 Foundation shall return to City all matching funds monies provided by City without

1 penalty, within thirty (30) days of written notice from City.

2 8. The parties agree that City shall have sole discretion in the selection
3 of the Public Access Provider. However, as the recipient of the Knight Foundation grant,
4 Foundation shall retain the right to withdraw its financial support if the City's selection of a
5 Public Access Provider is not acceptable to Foundation. City shall hold Foundation
6 harmless should Foundation elect to withdraw financial support due to an unacceptable
7 Public Access Provider.

8 9. This Agreement shall be in effect from September 1, 2011 until
9 August 31, 2013. This Agreement may be amended by mutual agreement of the parties
10 and may be terminated by either party upon written notification received thirty (30) days
11 prior to the date of termination.

12 10. Foundation and the City agree to defend, indemnify and hold
13 harmless each other against any and all liability, expenses and claims arising from their
14 respective acts or omissions, including attorney's fees and costs. Foundation shall be
15 responsible for damages caused by the negligence of its officers, employees and duly
16 authorized volunteers occurring in the performance of this Agreement. City shall be
17 responsible for damages caused by the negligence of its officers, employees and duly
18 authorized volunteers occurring in the performance of this Agreement. It is the intention
19 of the Foundation and City that the provisions of this paragraph be interpreted to impose
20 on each party responsibility for the negligence of their respective directors, officers,
21 employees and duly authorized volunteers.

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1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.
3

4 LONG BEACH COMMUNITY
5 FOUNDATION

6 16 SEPTEMBER, 2011

7 By James A. Worsham
8 Title
9 JAMES A. WORSHAM
10 Type or Print Name

11 CITY OF LONG BEACH, a municipal
12 corporation

13 9.21, 2011

14 By [Signature] Assistant City Manager
15 City Manager

16 "City"

17 EXECUTED PURSUANT
18 TO SECTION 301 OF
19 THE CITY CHARTER.

20 This Agreement is approved as to form on September 16, 2011.

21 ROBERT E. SHANNON, City Attorney

22 By [Signature]
23 Deputy

24 OFFICE OF THE CITY ATTORNEY
25 ROBERT E. SHANNON, City Attorney
26 333 West Ocean Boulevard, 11th Floor
27 Long Beach, CA 90802-4664
28

JOHN S. AND JAMES L. KNIGHT FOUNDATION
Knight Community Information Challenge (KCIC)
Grant Agreement

Grantee: Long Beach Community Foundation

Grant number: 2011-0129

Approval date: June 13, 2011

Grant Amount: \$327,000

Terms: July 1, 2011 - July 31, 2013

Purpose: To bring locally produced video news and information back to Long Beach over Public Access TV.

Grant Activities: This project will focus the talents and resources of new and existing digital media content producers, technicians and trainers toward creation of a multi-platform, multimedia local news and information network. It will:

- Replace traditional central studio-based public access broadcasting with a more accessible network of up to 10 neighborhood-based media centers to encourage hyper-local coverage and community engagement;
- Establish a production hub to provide the central storage and distribution services required by the digitally-connected neighborhood media centers;
- Develop an outreach strategy and training program in partnership with local educational institutions and nonprofits with existing programs that will ensure the access and participation of all Long Beach area ethnicities, age groups, cultural, artistic and social communities, clubs and services groups, organizational officials and representatives;
- Produce a varied slate of pre-recorded and live programming to air continuously, with cycled repetition, on the public access channel, with the added feature of on-demand viewing of the same programs on the Internet.
- Originate a nightly program "LB LIVE" to anchor and digest citizen-created content while inspiring viewers to explore that content. This forum will make community leaders and artists available in a lively, highly engaging format.
- Encourage and engage local residents and stakeholders interested in producing their own news or information programs to participate in taped or live productions of community events and activities.

Anticipated Outcomes: It is Knight Foundation's understanding that the following description accurately represents your organization's expectations for the outcomes of the funded project. It also is Knight Foundation's understanding that your organization agrees that the results described below are appropriate and achievable and represent the terms against which your organization will judge the success of the project.

There will be active citizen participation through the enhanced ability to participate in government and civic affairs and the decision-making process. Residents will also learn how to use broadcasting equipment and other resources to share their stories and information.

Participation/Audience Targets:

- Participants/producers - 150-200 by end of Year 2
- Viewers - 50,000 - 60,000 to start with an anticipation to double by end of Year 2

Evaluation: Knight Foundation has partnered on this project with FSG Social Impact Advisors, a nonprofit strategy and evaluation consulting firm that works on issues of importance to society. FSG will serve as Knight's evaluation partner and will also coordinate the KCIC shared learning agenda. Knight's evaluation includes the following key activities:

Required:

- *Incoming Grantee Survey:* Complete an online survey in October 2011 to establish a baseline of information about your project's goals and activities, and your foundation's engagement.
- *Website Analytics:* For projects with live websites, submit requested website metrics (e.g., unique visitors, page views per visit, bounce rate) during the grant period.
- *Phone Interviews:* Grantees and their partners may be asked to participate in one or more phone interview for grants lasting longer than one year.

FSG and the Knight Foundation will provide additional details on each of these evaluation requirements and shared learning activities in the coming months, including specific due dates and completion instructions.

Project support: KCIC grantees may avail themselves of "Circuit Riders." These are consultants, provided free of charge by Knight Foundation, who are knowledgeable about community information projects, technologies and tactics across the United States.

Knight Foundation will hold a "boot camp" for KCIC grantees on September 13-16, 2011, to learn more about how to develop RFPs for selecting technology vendors, how to plan your site launch, and how to make strategic use of web platforms and social media, and how to plan for evaluating your projects.

Communications: A public announcement of this grant will be made at the Council on Foundations annual conference in San Francisco, CA, September 19-21, 2011.

Please follow our communications guidelines at knightcommunications.org. In particular, clear with communicationsdirector@knightfoundation.org any relevant content that mentions the foundation. Please also follow us on Twitter at [@knightfdn](https://twitter.com/knightfdn).

You can publicize your grant locally as soon as your grant agreement is signed and returned to Knight Foundation. A press release template and other communication information are included with this grant agreement.

Conditions:

1. This is a challenge grant requiring Long Beach Community Foundation to raise \$325,000 in matching funds with cash or firm pledges. The full match must be raised during the period January 1, 2011 – June 30, 2012.

If the match is met early and the matching documentation is received, an early payment may be made at Knight Foundation's discretion. Examples of documentation include pledge letters, stock transfer certificates, copies of checks, grant letters other than from Knight Foundation, board minutes or other verifications of your foundation's internal commitments.

All documentation should state that funds are (a) for the project or (b) to match Knight Foundation's grant.

2. Changes to any specific line item in the to-be revised budget greater than 5% should be approved in writing by Knight Foundation prior to making the change. Budget revisions will be encouraged in the first several months of implementation.
3. Grantee will use the funds for the purposes described in this Agreement. Any alternative use of funds must be authorized in advance in writing by Knight Foundation. If the funds are not used in accordance with the terms outlined in the Agreement, the Foundation may recover those funds from the Grantee.
4. Any significant changes in project and/or organizational leadership should be reported to Knight Foundation within 30 days of the change.
5. Media Learning Seminar (MLS): Grantee will be required to attend Knight Foundation's annual Media Learning Seminar on February 20-21, 2012 in Miami, FL.
6. This grant includes \$2,000 which is to be applied to the travel and/or lodging expenses related to the required technical assistance "boot camp" referenced above under "Project Support."
7. As required by IRS rules, Knight Foundation funds will not be used:
 - a. To carry on propaganda or otherwise attempt to influence specific legislation;
 - b. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;
 - c. To make a grant to any individual for travel, study or other similar purposes or to make a sub-grant to any other organization unless this activity has been detailed in the approved grant plan and budget.
8. Capital equipment and facilities purchased using Knight Foundation grant funds must be used for solely charitable purposes during and after the Grant term. The Grant budget and budget narrative must detail:
 - a. capital equipment/facilities purchased,
 - b. its cost and use and
 - c. what will happen to the equipment/facilities once the grant term is complete.

Reports and payments:

1. The first payment of \$177,000 will be released within 60 days of receipt of the signed grant agreement and evidence of \$175,000 in matching funds. Evidence of matching funds is due by September 1, 2011.

2. The second payment of \$150,000 will be released within 60 days of receipt of:
 - Evidence of \$150,000 in matching funds submitted to Knight Foundation by July 31, 2012.
 - Budget report submitted to Knight Foundation with projected vs. actual by July 31, 2012
 - Submission of the year-end report survey to FSG by July 31, 2012. Information on FSG's online survey will be sent to you directly from FSG. The survey will cover information about your project's progress, process, outcomes, and impact in addressing your community's information needs this year.
3. A final reporting survey is due July 31, 2013. Information on FSG's online survey will be sent to you directly from FSG. The survey will cover information about your project's progress, process, outcomes, and impact in addressing your community's information needs this year. In addition, please submit a final budget report to Knight Foundation with projection vs. actuals by July 31, 2013.
4. During the term of the grant, organizations audited by an independent auditing firm should submit the audit results including the management letter within 90 days of completion of the audit report.
5. Grantee also shall provide the Foundation, upon request, with all information relating to the results, findings or methods, and/or publications developed under the grant. The Foundation may withhold any future payments of the grant if it has not received all reports required to be submitted by Grantee and if such reports do not meet the Foundation's reporting requirements. Any reports may be disseminated by the Foundation without the prior written consent of the Grantee.

Intellectual Property: Grantee and the Foundation agree that all copyright and other interests in materials produced as a result of this grant shall be owned by the Grantee organization. To ensure the widest possible distribution of such materials and ensure that they enter and remain in the public domain, the Grantee organization and any individuals who may have some interest hereby grant to the Foundation a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use or publish the materials or other work products arising out of or resulting from Grantee's use of the grant funds and any earnings thereon, including all intellectual property rights, and to sublicense to third parties the rights described here. Grantee, at Foundation's request, agrees to execute any additional documents required to affect such license. Exceptions to this clause must be approved by the Foundation in writing.

Tax-Exempt Status: Grantee will keep its tax-exempt status as a recognized Section 501(c)(3) and Section 509(a) organization current throughout the period of this grant and will comply with all applicable federal and state laws and regulations that govern the use of funds from private foundations to the Grantee organization. This includes but is not limited to the prohibition against activities described in Section 4945(d) of the IRS Code and limiting the use of the grant funds to the appropriate taxable purposes as describe in IRS Code section 170(c)(2)(b).

Books and Records: Grantee shall maintain an accurate record of the grant received and all expenses incurred under this grant, and retain such books and records for at least four years after

completion of the use of this grant. Those records include a general ledger with enough detail to allow tracking of the use of Foundation funds, original invoices, bank statements, copies of checks disbursing grant funds and documentation of the business purpose of each expense.

At the Foundation's request, Grantee shall permit reasonable access to its files, records and personnel by the Foundation (or its designated representatives) for the purpose of making financial audits or other evaluations concerning this grant as the Foundation deems necessary. The fees and expenses of such designated representative shall be paid by Knight Foundation.

Management and Investment of Grant Funds, Earnings and Appreciation: All grant funds received, and earnings and appreciation on those funds, shall be invested in a designated account in a bank or investment firm that is a member of either the FDIC or SIPC. The investment will be in accordance with Grantee's governing documents and investment policies so long as they do not conflict with this Agreement, with the laws of the State of Florida, and with Federal laws. Earnings and appreciation on grant funds shall be used solely for the purpose of the Grant. Grantee may not assess an administrative or financial management fee unless agreed to in writing and in advance by Donor.

Unexpended Funds: The Foundation reserves the right, in its sole discretion, to discontinue funding if it is not satisfied with the progress of the grant or the content of any required written report. In the event of discontinuation or at the close of the grant, any unexpended funds shall immediately be returned to the Foundation, except where the Foundation has agreed in writing to an alternative use of the unused funds.

No-cost extension: If needed, Grantee should submit a request for a no-cost extension to the program officer before the end of the grant period. The request should contain the reason for the extension, its length and detail how any unexpended funds would be used.

Royalties: Any materials produced by this grant and earnings thereon shall not provide royalties or otherwise inure to the personal benefit of individuals connected with this grant. Any funds realized by Grantee or any sub-grantee from product sales must be used exclusively for this project.

No guarantee of future funding: The Grantee acknowledges that the receipt of this grant does not imply a commitment on behalf of Knight Foundation to continue funding beyond the terms listed in this grant agreement.

If you agree to the terms and conditions of this grant agreement, please sign and return this document to Knight Foundation. A self-addressed envelope is enclosed for your convenience. Please keep a copy of the signed document for your grant files.

Grant payment according to the terms above will be released within 60 days of receiving this signed agreement and evidence of matching funds.

Organization's Chief Financial Officer (or equivalent):

Name: JAMES J. SULLOS, JR.

Signature: 

Date: JULY 11, 2011

Organization's Chief Executive Officer (or equivalent):

Name: JAMES A. WORSHAM

Signature: 

Date: 7/12/2011

All future correspondence regarding this grant should refer to grant #2011-0129.

Please sign and return this document to:

Grants Administration
John S. and James L. Knight Foundation
Wachovia Financial Center, Suite 3300
200 South Biscayne Blvd.
Miami, FL 33131-2349