

LONG BEACH RECOVERY ACT SERVICES AGREEMENT

**36219**

THIS LONG BEACH RECOVERY ACT SERVICES AGREEMENT ("Agreement") is made and entered into, as of March 7, 2022, for reference purposes only, 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 GEOCKO, INC. DBA LIVESTORIES ("CONTRACTOR"), a Washington corporation, with its principal place of business at 4338 Latona Ave NE, Seattle, WA 98102.

WHEREAS, the American Rescue Plan Act (ARPA) was passed by Congress on March 10, 2021 and signed into law on March 11, 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments to support their response to and recovery from the Coronavirus Disease 2019 (COVID-19) public health emergency;

WHEREAS, the United States Department of Treasury ("US Treasury") has allocated federal funding to the City from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under ARPA ("ARPA Funds");

WHEREAS, on January 6, 2022, the US Treasury issued the Final Rule ("Final Rule") establishing the eligible uses of ARPA Funds, including to respond to the COVID-19 Public health emergency or its negative economic impacts by providing assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel and hospitality;

WHEREAS, on March 16, 2021, the Long Beach City Council approved the Long Beach Recovery Act (LB Recovery Act), a COVID-19 recovery program that utilizes federal ARPA Funds among other funding sources to support City programs in three main categories - Economic Recovery, Healthy and Safe Community, and Securing Our City's Future;

WHEREAS, City has selected CONTRACTOR in accordance with City's

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1 administrative procedures through Request for Proposals Number  
2 ED21-068 Third-Party Grants Administration Support Services ("RFP"), and City has  
3 determined that CONTRACTOR and its employees are qualified, licensed, if so required,  
4 and experienced in performing the services related to the Program as further described  
5 below; and

6 WHEREAS, City desires to have CONTRACTOR assist the City in utilizing  
7 ARPA Funds to perform the services related to the Program, and CONTRACTOR is willing  
8 and able to do so on the terms and conditions, including exhibits, in this Agreement and  
9 federal terms and conditions related to the use of ARPA Funds;

10 WHEREAS, the terms of any RFP/RFQ, if applicable, and the terms and  
11 conditions of the CONTRACTOR'S application (and any amendments thereto as may be  
12 approved by the City), and the terms and conditions of the ARPA Funds awarded to the  
13 City and in the Final Rule are incorporated herein by reference; and

14 NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
15 conditions in this Agreement, the City and the CONTRACTOR agree as follows:

16 1. PROGRAM. The City agrees to provide funding to the  
17 CONTRACTOR for the development and implementation of the Third-Party Grants  
18 Administration Support Services Program ("Program"). The anticipated scope of work for  
19 the Program is set forth in CONTRACTOR's Proposal attached hereto as Exhibit "A" and  
20 incorporated by this reference.

21 2. GRANT FUNDS. The CONTRACTOR hereby acknowledges and  
22 agrees that the City's total contribution for the CONTRACTOR'S approved Program shall  
23 not exceed Six Hundred Ninety Thousand Dollars (\$690,000).

24 3. COMPLIANCE WITH FEDERAL ARPA-SLFRF LAWS AND  
25 GUIDELINES. When disbursing ARPA Funds to beneficiaries under the Program, the  
26 CONTRACTOR shall comply with all federal laws and requirements of the SLFRF Statute  
27 (Title VI of the Social Security Act Sections 602 and 603, as added by Section 9901 of  
28 ARPA); the US Treasury's Final Rule (31 CFR 35; 87 FR 4338); the terms and conditions

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1 of the US Treasury's award of ARPA Funds to City, and any and all compliance and  
2 reporting requirements for the expenditure of SLFRF funds as outlined in the Compliance  
3 and Reporting Guidance for State and Local Fiscal Recovery Funds (issued by the US  
4 Treasury on 11/5/21, Version 2.0) (collectively, "SLFRF Program requirements").  
5 CONTRACTOR shall adhere to such SLFRF Program requirements whether or not such  
6 requirements are specifically described in this RFP; and to the extent any provisions of this  
7 RFP conflict with such federal requirements, the SLFRF Program requirements shall  
8 control.

9 4. SAM.GOV REGISTRATION: CONTRACTOR must have an active  
10 registration in good standing with the System for Award Management (SAM)  
11 (<https://www.sam.gov>) and maintain such registration to receive federal funds during the  
12 Grant Term as defined below.

13 5. GRANT AMOUNT, INVOICING, AND METHOD OF PAYMENT.  
14 Grant funding shall be expended by CONTRACTOR for authorized eligible expenditures in  
15 accordance with the Program budget. CONTRACTOR Charges to City made by  
16 CONTRACTOR for services in performance of this Agreement shall be based on an  
17 administration fee of 6% (six percent) of the amount of grant funds disbursed by  
18 CONTRACTOR to grant recipients. City shall pay CONTRACTOR within 30 (thirty) days  
19 following receipt from CONTRACTOR of invoices, in a format approved by the City, that  
20 are submitted with a cover sheet showing the purchase order number, invoice date, billing  
21 period, total amount of grants awarded during the billing period, and total administrative  
22 charges for the billing period. City shall pay CONTRACTOR's final invoice upon  
23 completion of the Program and submission of the Final Report as referenced in paragraph  
24 8. All invoices shall be accompanied by a detailed report listing the awardee name,  
25 remittance address, amount awarded, and eligibility category for each grant award.  
26 CONTRACTOR shall certify on the invoices that CONTRACTOR has performed the  
27 services in full conformance with this Agreement and is entitled to receive payment.  
28 CONTRACTOR shall have adequate financial management systems and internal controls

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1 in place to account for the expenditure of federal funds under the Program.

2 6. GRANT TERM. The term of this Agreement shall commence upon  
3 execution of this Agreement by the City Manager ("Commencement Date") and, subject to  
4 the termination provisions of paragraph 9, end on March 31, 2023, or upon the final  
5 disbursement of the full Grant amount and completion of any required close out activities  
6 and reports if completed earlier than March 31, 2023 (the "Term"). CONTRACTOR shall  
7 not begin work until the Agreement Term has commenced and until CONTRACTOR'S  
8 evidence of insurance has been delivered to and approved by City. The Term is subject  
9 to the termination provisions of this Agreement. In performance of the Program, all  
10 expenditures must be incurred by CONTRACTOR and all services must be provided by  
11 CONTRACTOR within the Term, and in no event may CONTRACTOR distribute ARPA  
12 Funds to grant recipients after December 31, 2026. City will not be obligated to reimburse  
13 expenses incurred after the Agreement Term, and CONTRACTOR will be obligated to  
14 repay City for any funds received but not expended within the Term.

15 7. AUDIT AND RECORD REQUIREMENTS. City shall have the right at  
16 all reasonable times during the term of this Agreement and for a period of five (5) years  
17 after termination or expiration of this Agreement to examine, audit, inspect, review, extract  
18 information from and copy all books, records, accounts and other documents of  
19 CONTRACTOR relating to this Agreement. The CONTRACTOR shall follow all generally  
20 accepted accounting procedures and practices and shall maintain books, records,  
21 documents, and other evidence which sufficiently and properly account for the expenditure  
22 of funds. The books, records and documents shall be subject at all reasonable times to  
23 inspection, reviews, or audits by the City in order that the Program, management, and fiscal  
24 policies of the CONTRACTOR may be evaluated to assure the proper and effective  
25 expenditure of public funds.

26 8. REPORTING REQUIREMENTS. CONTRACTOR shall coordinate its  
27 performance reporting with City's representative, Eric Romero. CONTRACTOR shall  
28 assist the City in the reporting required by the SLFRF Program. In order to facilitate the

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1 City's reporting, CONTRACTOR must have a robust system to track programmatic data  
2 and provide reports to the City that detail expenditures and key performance indicators as  
3 requested by City. CONTRACTOR will be required at a minimum to submit quarterly and  
4 annual reports to City within ten (10) days of the close of the City's SLFRF reporting period.  
5 CONTRACTOR shall provide any reports requested by City regarding performance of the  
6 Agreement in the form requested by City and shall be provided in a timely manner as  
7 requested by City and as outlined in CONTRACTOR's Proposal attached hereto as Exhibit  
8 A and as further outlined as follows:

9 A. Provide real-time updates as requested by the City as needed,  
10 including but not limited to information on number of applications received, number  
11 of grants payments issued, grant amounts distributed, and demographic information  
12 on grant recipients (i.e., zip codes and Council Districts).

13 B. Submit a Weekly Report containing data collected (in both  
14 aggregate and disaggregated formats) for grant applicant's answers to each  
15 application question, as well as data based on and not limited to the following  
16 metrics:

- 17 i. Applications received
- 18 ii. Application completion rate
- 19 iii. Number of businesses that receive a grant
- 20 iv. Percent of grant funding spent
- 21 v. Percent of grant funding invested in low-to-moderate  
22 income areas
- 23 vi. Percentages of grant funding invested women-owned  
24 businesses, in businesses owned by people of color, and in veteran-owned  
25 businesses
- 26 vii. Number of nonprofits that receive funding
- 27 viii. Percent of grant funding invested in nonprofits that  
28 primarily serve low-and-moderate income areas

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ix. Percent of grant funding invested in nonprofits that primarily serve people of color

C. Submit a Final Report containing the same metrics as the Weekly Report covering the duration of the Program, including a summary of lessons learned, what worked well, what did not work well, and recommendations for Program improvement; and transfer application and Program data to the City.

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

A. In the event CONTRACTOR fails to perform or comply with an obligation or a term, condition or provision of this Agreement, the City may notify the CONTRACTOR in writing of the delay or nonperformance, and if not cured in ten (10) working days, the City may terminate this Agreement in its entirety, or any part thereof, or the City may, upon written notice to CONTRACTOR, terminate this Agreement for cause, without further notice or opportunity to cure. Such notification will state the effective date of termination, and if no effective date is specified, the effective date will be the date of the notification.

B. City and CONTRACTOR may mutually agree to terminate this Agreement.

C. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Agreement. Following termination by City, CONTRACTOR shall continue to be obligated to City for the return of grant funds in accordance with applicable provisions of this Agreement. In the event of termination under this section, City's obligation to reimburse CONTRACTOR is limited to allowable costs incurred and paid by the CONTRACTOR prior to the effective date of termination, and any allowable costs determined by City in its sole discretion to be reasonable and necessary to cost-effectively wind up the Agreement. Termination of this Agreement for any reason

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1 or expiration of this Agreement shall not release the parties from any liability or  
2 obligation set forth in this Agreement that is expressly stated to survive any such  
3 termination or expiration.

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

9 E. In the event of termination under this Section, City shall pay  
10 CONTRACTOR for services satisfactorily performed and costs incurred up to the  
11 effective date of termination for which CONTRACTOR has not been previously  
12 paid. The procedures for payment in paragraph 3 with regard to invoices shall  
13 apply. Within five (5) working days of the effective date of termination and as a  
14 condition for City's final payment to CONTRACTOR, CONTRACTOR shall deliver  
15 to City all Data developed or accumulated in the performance of this Agreement,  
16 whether in draft or final form, or in process.

17 10. RECAPTURE OF FUNDS AND AUTHORITY TO WITHHOLD  
18 MONEY DUE. The discretionary right of City to terminate this Agreement for convenience  
19 notwithstanding, City shall have the right to terminate the Agreement and to recapture, and  
20 be reimbursed for any payments made by City: (i) that are not allowed under applicable  
21 laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Agreement,  
22 including any unapproved expenditures. The City may also withhold such amounts due or  
23 to become payable under this Agreement to the CONTRACTOR as may be necessary to  
24 protect the City against liability or to satisfy the obligations of the CONTRACTOR to the  
25 CITY.

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

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

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

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

21 14. AMBIGUITIES. To the extent the terms and conditions of this  
22 Agreement do not address a particular circumstance or are otherwise unclear or  
23 ambiguous, such terms and conditions are to be construed consistent with the general  
24 objectives, expectations and purposes of this Agreement and in all cases, according to its  
25 fair meaning. The parties acknowledge that each party and its counsel have reviewed this  
26 Agreement and that any rule of construction to the effect that any ambiguities are to be  
27 resolved against the drafting party shall not be employed in the interpretation of this  
28 Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed



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1 in such a manner as to accomplish the purpose of the Agreement.

2 15. INDEPENDENT CONTRACTOR. In performing its services,  
3 CONTRACTOR is and shall act as an independent contractor and not an employee,  
4 representative or agent of City. CONTRACTOR shall have control of CONTRACTOR'S  
5 work and the manner in which it is performed. CONTRACTOR shall be free to contract for  
6 similar services to be performed for others during this Agreement. CONTRACTOR  
7 acknowledges and agrees that (a) City will not withhold taxes of any kind from  
8 CONTRACTOR'S compensation; (b) City will not secure workers' compensation or pay  
9 unemployment insurance to, for or on CONTRACTOR'S behalf; and (c) City will not provide  
10 and CONTRACTOR is not entitled to any of the usual and customary rights, benefits or  
11 privileges of City employees. CONTRACTOR expressly warrants that neither  
12 CONTRACTOR nor any of CONTRACTOR'S employees or agents shall represent  
13 themselves to be employees or agents of City.

14 16. INSURANCE.

15 A. As a condition precedent to the effectiveness of this  
16 Agreement, CONTRACTOR shall procure and maintain, at CONTRACTOR's  
17 expense for the duration of this Agreement, from insurance companies that are  
18 admitted to write insurance in California and have ratings of or equivalent to A:V by  
19 A.M. Best Company or from authorized non-admitted insurance companies subject  
20 to Section 1763 of the California Insurance Code and that have ratings of or  
21 equivalent to A:VIII by A.M. Best Company, the following insurance:

22 (a) Commercial general liability insurance (equivalent in scope to  
23 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
24 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
25 coverage shall include but not be limited to broad form contractual liability,  
26 cross liability, independent contractors liability, and products and completed  
27 operations liability. City, its boards and commissions, and their officials,  
28 employees and agents shall be named as additional insureds by

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1 endorsement (on City's endorsement form or on an endorsement equivalent  
2 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance  
3 shall contain no special limitations on the scope of protection given to City,  
4 its boards and commissions, and their officials, employees and agents. This  
5 policy shall be endorsed to state that the insurer waives its right of  
6 subrogation against City, its boards and commissions, and their officials,  
7 employees and agents.

8 (b) Workers' Compensation insurance as required by the California  
9 Labor Code and employer's liability insurance in an amount not less than  
10 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
11 its right of subrogation against City, its boards and commissions, and their  
12 officials, employees and agents.

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

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

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

23 C. Each insurance policy shall be endorsed to state that coverage  
24 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
25 written notice to City, shall be primary and not contributing to any other insurance  
26 or self-insurance maintained by City, and shall be endorsed to state that coverage  
27 maintained by City shall be excess to and shall not contribute to insurance or self-  
28 insurance maintained by CONTRACTOR. CONTRACTOR shall notify City in writing

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1 within five (5) days after any insurance has been voided by the insurer or cancelled  
2 by the insured.

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

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

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

22 G. Any modification or waiver of these insurance requirements  
23 shall only be made with the approval of City's Risk Manager or designee. Not more  
24 frequently than once a year, City's Risk Manager or designee may require that  
25 CONTRACTOR and sub-contractor's change the amount, scope or types of  
26 coverages required in this Section if, in his or her sole opinion, the amount, scope  
27 or types of coverages are not adequate.

28 H. The procuring or existence of insurance shall not be construed

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1 or deemed as a limitation on liability relating to CONTRACTOR's performance or as  
2 full performance of or compliance with the indemnification provisions of this  
3 Agreement.

4 17. INDEMNITY.

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

19 B. In addition to CONTRACTOR'S duty to indemnify,  
20 CONTRACTOR shall have a separate and wholly independent duty to defend  
21 Indemnified Parties at CONTRACTOR'S expense by legal counsel approved by  
22 City, from and against all Claims, and shall continue this defense until the Claims  
23 are resolved, whether by settlement, judgment or otherwise. No finding or judgment  
24 of negligence, fault, breach, or the like on the part of CONTRACTOR shall be  
25 required for the duty to defend to arise. City shall notify CONTRACTOR of any  
26 Claim, shall tender the defense of the Claim to CONTRACTOR, and shall assist  
27 CONTRACTOR, as may be reasonably requested, in the defense.

28 C. If a court of competent jurisdiction determines that a Claim was

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1 caused by the sole negligence or willful misconduct of Indemnified Parties,  
2 CONTRACTOR'S costs of defense and indemnity shall be (1) reimbursed in full if  
3 the court determines sole negligence by the Indemnified Parties, or (2) reduced by  
4 the percentage of willful misconduct attributed by the court to the Indemnified  
5 Parties.

6 D. The provisions of this Section shall survive the expiration or  
7 termination of this Agreement.

8 18. LAWS AND REGULATIONS. In addition to the SLFRF Program  
9 requirements outlined in paragraph 3 above, the CONTRACTOR shall be responsible for  
10 being fully informed of all City, state and federal laws, ordinances, codes, rules and  
11 regulations, which in any manner may affect this Agreement and the performance thereof.

12 19. CIVIL RIGHTS COMPLIANCE: In performing its obligations  
13 pursuant to the Agreement, CONTRACTOR shall comply with all applicable legal  
14 requirements relating to nondiscrimination and nondiscriminatory use of Federal funds.  
15 Those requirements include ensuring that the CONTRACTOR does not deny benefits or  
16 services, or otherwise discriminate on the basis of race, color, national origin (including  
17 limited English proficiency), disability, age, or sex (including sexual orientation and  
18 gender identity), in accordance with the following authorities: Title VI of the Civil Rights  
19 Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the  
20 Department's implementing regulations, 31 CFR part 22; Section 504 of the  
21 Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law  
22 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20  
23 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28;  
24 Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the  
25 Department's implementing regulations at 31 CFR part 23.

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

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1 its interests.

2 21. 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. CONTRACTOR shall cause all work performed in connection with the Program to  
7 be performed in compliance with (1) all applicable laws, ordinances, rules and regulations  
8 of federal, state, county or municipal governments or agencies (including, without limitation,  
9 all applicable federal and state labor standards, including the prevailing wage provisions of  
10 sections 1770 et seq. of the California Labor Code); and (2) all directions, rules and  
11 regulations of any fire marshal, health officer, building inspector, or other officer of every  
12 governmental agency now having or hereafter acquiring jurisdiction.

13 22. ASSIGNMENT. The CONTRACTOR may not assign rights or duties  
14 under an award, or subcontract delivery of services, without the prior written consent of the  
15 City. Such consent shall not relieve the CONTRACTOR of liability in the event of default  
16 by its assignee.

17 23. CONSTRUCTION OF AGREEMENT. The masculine shall be  
18 deemed to embrace and include the feminine and the singular shall be deemed to embrace  
19 and include the plural whenever required in the context of this Agreement.

20 24. NOTICES. Any notices to be given under this Agreement shall be  
21 given in writing. Such notices may be served by personal delivery, facsimile transmission  
22 or by first class regular mail, postage prepaid. Any such notice, when served by mail, shall  
23 be effective two (2) calendar days after the date of mailing of the same, and when served  
24 by facsimile transmission or personal delivery shall be effective upon receipt. For the  
25 purposes hereof, the address of City, and the proper person to receive any such notices  
26 on its behalf, is: Eric Romero, 411 W. Ocean Blvd., 10<sup>th</sup> Floor, Long Beach, CA 90802; and  
27 the address of CONTRACTOR for such notices is P.O. Box 12242, Seattle, WA 98102.

28 25. TAX IMPLICATIONS AND CONSEQUENCES. The City makes no

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1 representations as to the tax consequences associated with the disbursement of grant  
2 funds related to this Agreement, and any determination related to this issue is the sole  
3 responsibility of the CONTRACTOR. CONTRACTOR acknowledges consulting with its  
4 own tax advisors or tax attorneys regarding this transaction or having had an opportunity  
5 to do so prior to signing this Agreement. CONTRACTOR acknowledges the City cannot  
6 provide advice regarding the tax consequences or implications of the grant funds disbursed  
7 to CONTRACTOR under the terms of this Agreement.

8           26. COUNTERPART AND ELECTRONIC SIGNATURES. This  
9 Agreement may be executed in one or more counterparts, each of which shall constitute  
10 an original and all of which when taken together shall constitute one Agreement. The  
11 reference to "electronic signatures" in this Agreement shall include images of manually  
12 executed signatures transmitted by facsimile or other electronic format (including, without  
13 limitation, "pdf", "tif" or "jpg") and other electronic signatures (a.k.a. "eSignatures") or digital  
14 signatures (including, without limitation, DocuSign and Adobe Sign). The use of electronic  
15 signatures herein, or in any amendments to this Agreement, and any electronic records  
16 related to this Agreement (including, without limitation, any contract or other record created,  
17 generated, sent, communicated, received, or stored by electronic means), shall be of the  
18 same legal effect, validity and enforceability as a manually executed signature or use of a  
19 paper-based record-keeping system to the fullest extent permitted by applicable law.

20           27. SIGNATURE AUTHORITY. By signing this Agreement, each  
21 individual executing this Agreement on behalf of the CONTRACTOR represents and  
22 warrants that such individual has been duly authorized by any necessary action of the  
23 CONTRACTOR to execute this Agreement on behalf of the CONTRACTOR and bind the  
24 CONTRACTOR to the terms of this Agreement.

25           28. OWNERSHIP OF DATA. All materials, information and data  
26 prepared, developed, assembled or recorded by CONTRACTOR or furnished to  
27 CONTRACTOR in performance of this Agreement, including but not limited to documents,  
28 estimates, calculations, studies, maps, graphs, charts, computer disks, computer source

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CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

1 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,  
2 information, material, memorandum, binary files (e.g. user-submitted attachments), all  
3 tabular data, data gathered/generated during the course of CONTRACTOR providing end-  
4 user support, helpline phone recordings, and grant applicant/beneficiary information  
5 ("Data") shall be the exclusive property of City. Data shall be given to City, in a format  
6 reasonably identified by City, and City shall have the unrestricted right to use and disclose  
7 the Data in any manner and for any purpose without payment of further compensation to  
8 CONTRACTOR. Copies of Data may be retained by CONTRACTOR but CONTRACTOR  
9 warrants that Data shall not be made available to any person or entity for use without the  
10 prior approval of City. This warranty shall survive termination of this Agreement.

11           29. DATA ACCESS. City strongly prefers programmatic access to  
12 software systems via a well-documented Application Programming Interface (API) using  
13 modern frameworks. Other preferred means of data access include direct connections with  
14 common BI tools (e.g. Tableau and PowerBI), Extract Transform Load (ETL) tools, and/or  
15 data warehouse utilities (e.g. Snowflake, Redshift, Azure Synapse.) Within seven (7)  
16 calendar days of a request by City, CONTRACTOR shall make available to the City all  
17 Data contained within any system(s) covered as part of this Agreement in a non-  
18 proprietary, machine-readable format.

19           30. CONFIDENTIALITY. CONTRACTOR shall keep all Data confidential  
20 and shall not disclose the Data or use the Data directly or indirectly, other than in the course  
21 of performing its services, during the term of this Agreement or following expiration or  
22 termination of this Agreement. In addition, CONTRACTOR shall keep confidential all  
23 information, whether written, oral or visual, obtained by any means whatsoever in the  
24 course of performing its services for the same period of time. CONTRACTOR shall not  
25 disclose any or all of the Data to any third party, or use it for CONTRACTOR'S own benefit  
26 or the benefit of others except for the purpose of this Agreement.

27           31. BREACH OF CONFIDENTIALITY. CONTRACTOR shall not be liable  
28 for a breach of confidentiality with respect to Data that: (a) CONTRACTOR demonstrates



1 CONTRACTOR knew prior to the time City disclosed it; or (b) is or becomes publicly  
2 available without breach of this Agreement by CONTRACTOR; or (c) a third party who has  
3 a right to disclose does so to CONTRACTOR without restrictions on further disclosure; or  
4 (d) must be disclosed pursuant to subpoena or court order.

5 32. COPYRIGHTS AND PATENT RIGHTS.

6 A. City reserves the exclusive right to seek and obtain copyright  
7 registration on any Data or other result arising from CONTRACTOR'S performance of this  
8 Agreement. By executing this Agreement, CONTRACTOR assigns any ownership interest  
9 CONTRACTOR may have in the Data to City.

10 B. CONTRACTOR warrants that CONTRACTOR'S performance of this  
11 Agreement does not violate or infringe any patent, copyright, trade secret or other  
12 proprietary right of any other party. CONTRACTOR agrees to and shall protect, defend,  
13 indemnify and hold City, its officials and employees harmless from any and all claims,  
14 demands, damages, loss, liability, causes of action, costs or expenses (including  
15 reasonable attorney's fees) whether or not reduced to judgment, arising from any breach  
16 or alleged breach of this warranty.

17 //

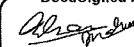
18 //

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CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

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.

GEOCKO, INC., a Washington corporation,  
DBA LIVESTORIES

DocuSigned by:



99E8BCA509684C5...

March 7, 2022

By \_\_\_\_\_  
Name Adnan Mahmud  
Title CEO

\_\_\_\_\_, 2022

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"CONTRACTOR"

CITY OF LONG BEACH, a municipal  
corporation

March 16, 2022

By Shirley F. Jakem  
City Manager

"City"

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

This Agreement is approved as to form on March 9, 2022.

CHARLES PARKIN, City Attorney

By Lauren E. Misajon  
Lauren Misajon, Deputy

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

**FORWARD™**

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**CITY OF  
LONGBEACH**

Narrative Proposal for

**#ED21-068 THIRD-PARTY GRANTS ADMINISTRATION  
SUPPORT**

presented to

**City of Long Beach**

By



Geocko, inc. (dba: LiveStories)

In partnership with



August 2, 2021

# FORWARD™

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# FORWARD™

## 1. EXECUTIVE SUMMARY

Geocko, Inc. dba LiveStories along with partners Downtown Long Beach Alliance and REDF (collectively referred as “Vendor”) is submitting this proposal to the City of Long Beach (referred as “City”) to administer multiple small business grant and non-profit grant programs. Our Long Beach FORWARD solution integrates a team of expert service providers and a comprehensive technology stack to deliver unmatched capabilities with regards to creating and collecting applications, providing technical assistance to applicants, screening for eligibility, monitoring and evaluation, and developing related materials.

Specifically, Long Beach FORWARD will carry out the following tasks to deliver this program:

- Support the City designing the grant programs
- Formulate and implement a city-wide outreach strategy
- Design marketing materials (e.g., flyers, brochures, ads) in multiple languages
- Work with local partners to conduct outreach and provide technical assistance
- Build and host an online application portal
- Collect digital and paper applications
- Provide continuous training and support to local partners
- Provide direct technical assistance to applicants through phone and email
- Review applications and select grant awardees based on program criteria
- Quickly distribute grant funds directly to businesses and non-profits
- Monitor real-time trends and share insights with the City along with recommendations to optimize performance of the program
- Maintain accurate recordkeeping and meet established reporting requirements
- Leverage this infrastructure to roll out future programs quickly and efficiently.

Long Beach FORWARD will apply equity lens in every phase of the project. We will provide multi-lingual outreach, support paper and digital applications, and assist people in preparing their applications. We always remain open to additional equity improvements that can be made which is why we prioritize partnering with local stakeholders and organizations.

**FORWARD has received 4.9 / 5 rating from users.** The platform is easy-to-use and applicants receive best-in-class support with their applications.

In the remainder of this proposal, we describe in greater detail the key aspects of Long Beach FORWARD.

# FORWARD™

## VENDOR INFORMATION

**Contractor's Legal Name:**

Geocko, Inc. dba LiveStories

**Contractor IDs:**

EIN: [REDACTED]

DUNS #: 078785488

Washington UBI: 603195346

**Applicant Contact Information:**

Adnan Mahmud

CEO, LiveStories

323-559-2591

[adnan@lifestories.com](mailto:adnan@lifestories.com)

# FORWARD™

## 2. THE TEAM

This proposal is being submitted by LiveStories as the lead contractor with support from DLBA and REDF.

LiveStories will provide overall project administration including online portal design and hosting, application management, and payment processing.

DLBA (<http://dlba.org/>) has extensive experience and history supporting small businesses in downtown Long Beach area. They will assist in conducting outreach to that community and provide guidance for application submission. They will also help establish partnerships with other local Business Associations, Business Improvement Districts, and non-profits who can provide outreach to hard to reach communities.

REDF (<https://redf.org/>) has a rich history of supporting social enterprises and non-profits in Los Angeles, including managing Los Angeles County's \$46 million CARES Act grant to small businesses. For this project, they will play a strategic advisory role focused on outreach. They will share best practices from their program so that we can effectively run this program.

## 3. QUALIFICATIONS, EXPERIENCES, AND PERSONNEL

Highlights of the team's unique capabilities include the following:

- **Managing large-scale coronavirus relatd assistance programs.** We have experience deploying and managing multi-million dollar assistance programs in similar sized communities. We managed all aspects of the assistance program: connected businesses to resources collaborated with local partners to design programs, developed and collected applications, provided technical assistance, reviewed applications, distributed funds, provided ongoing reports to leadership, and followed all document retention requirements.
- **Administering assistance programs like Community Development Block Grant (CDBG), HOME, and ESG.** Our integrated approach uses a modern technology stack and a team of experts to provide end-to-end program management support, streamline and automate manual processes, and reduce program costs. Our extensive capacity incorporates training and coaching internal and external key personnel on all aspects of program management, including fiscal and programmatic reporting requirements, scope of services, terms, coordinate and participate in external funder audits, including preparation of review materials and outcome/benchmark reports, and other related activities.
- **Decreasing barriers to access for diverse ethnic backgrounds.** Our culturally and linguistically relevant outreach and simple and intuitive processes paired with customized technical assistance ensures target communities can effectively navigate the different programs.

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- **Monitoring and learning in real-time about the needs and impact on the ground.** Our monitoring and evaluation component provides real-time updates to the County leadership about the impact of the program and work with partners to make changes to the program.
- **Managing grant and technical assistance programs.** The DLBA has developed and managed several programs to assist in the support and recovery of downtown businesses. This has included all aspects of concept to implementation of programs including marketing and outreach, assistance in grant applications, distribution of funds and communication to relevant stakeholders and community partners.
- **Being a reliable community partner for the City of Long Beach.** The DLBA has a long history of being a reliable partner for the City and has assisted in the promotion and execution of several city-led grant programs and technical assistance resources. They are also well networked within the City and can secure other local partners to make this project a success.

## 3.1 Examples of project experiences

The following is a select list of examples of projects of a similar size and scope.

- **State of Washington Department of Agriculture:** The Department deployed FORWARD to distribute nearly \$15 million in business grants in less than 9 weeks. The grant was available to four sectors – shellfish farmers, breweries, farmer markets, and agritourism business – and each sector had a different application and eligibility criteria. We were responsible for creating, collecting, and reviewing applications as well as processing payments. We worked closely with sector partners to conduct outreach, especially targeting business owners, like shellfish farmers, who otherwise are hard to reach.
- **City of Spokane (Washington; 220,000 people):** The City leveraged the FORWARD platform to distribute \$2.5 million in less than 6 weeks to local businesses and non-profits in need of assistance. FORWARD team worked with the City staff to create the eligibility criteria for the grant. FORWARD was the end-to-end solution for doing outreach to the community, collecting applications, reviewing the applications, and distributing the funds. We worked with local business support organizations to run webinars and training events so that they can aid the business owners.

Currently, the City of Spokane is leveraging FORWARD to distribute over \$15 million of rental assistance. Again we are working with over 7 local By- and For- organizations to conduct local outreach.

- **COVID-19 Emergency Micro-Grant (1,600 business service area):** The DLBA administered and distributed \$30,000 in grants to small businesses in Downtown Long Beach over two weeks. Grant funding was coupled with services provided the Long Beach Small Business Development Center.



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- **Storefront Recovery Grant (1,600 business service area):** The DLBA administered and distributed \$40,000 in grants to small businesses in Downtown Long Beach over three weeks. Grants were made available to businesses impacted by damage from May 31<sup>st</sup> civil unrest.
- **Outdoor Dining Reimbursement Grant (1,600 business service area):** The DLBA administered and distributed \$250,000 in grants to restaurants, bars, and breweries in Downtown Long Beach over 10 weeks. The program provided \$10,000 in grants to reimburse costs incurred from the build of outdoor dining spaces such as parklets and sidewalk dining.
- **Personal Care Services & Health/Wellness Grant (1,600 business service area):** The DLBA administered and distributed \$90,000 in grants to small businesses in Downtown Long Beach over eight weeks. Grants were made available to personal care service establishments and independent gyms and fitness centers. The program provided \$1,250 to \$4,750 grants to businesses impacted by COVID-19 health orders
- **Bloomington-Normal Economic Development Council (Illinois; 171,000 people):** Deployed BN FORWARD to connect 3,500 businesses to loans, grants, and other Federal and State programs.
- **City of Decatur (Illinois; 71,000 people):** FORWARD was leveraged by the City to provide home improvement services to households. We collaborated with the local partner to create, collect, and review applications and the related documentation.

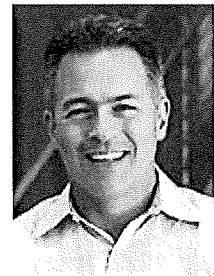
## 3.2 Key Personnel

We will assign a team of over 10 people to this project. The team will include case managers, business specialists, program administrators, and analyst. Below are the profiles of some of the key members of this project.

### Tim Morones, VP Operations LiveStories – Project Director

Mr. Morones has overseen projects around the country that leveraged FORWARD to distribute assistance programs quickly, correctly, and cost-effectively. He will oversee this program.

Mr. Morones has over 25 years of experience in general management, customer operations, and financial management. During this time, he has worked primarily for high tech companies and has been successful in leading and scaling high growth companies. He has also served as a board member both non-profit and for-profit organizations. He was elected to Chairman of the Audit Committee for ITEX Corporation (OCQB: ITEX).



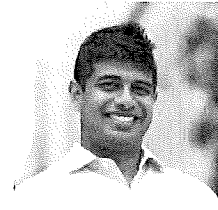
He earned his BS degree in Finance from California State University of Sacramento.

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## **Adnan Mahmud, LiveStories CEO – FORWARD Lead**

Mr. Mahmud is extensively familiar with Southern California having graduated from the University of Southern California.

Mr. Mahmud is founder and CEO of LiveStories a venture-funded, private company, which provides data tools that help local governments to collect, explore, and present program and impact data. Mr. Mahmud is passionate about using data and technology to tackle the world's biggest challenges. LiveStories has worked with over 200 customers around the world and has been featured as a Gov100 company every year since 2016. Prior to founding LiveStories, Mr. Mahmud worked for over 8 years at Microsoft, where he managed the company's largest data pipelines and received multiple patents in data analysis, visualization, and management. In addition, Mr. Mahmud is co-founder of Jolkona, a non-profit that provides mentorship and training for social entrepreneurs.



## **Venessa Matros – Program Administrator**

Venessa Matros has nearly 13 years of experience providing direct family service and program administration in her former role as the Family Self Sufficiency and Homeownership Coordinator at the Housing Authority of Island County. Her background is primarily in low-income housing, homeless housing for women and children, and self-sufficiency-based community programs. Additionally, Venessa has served as an elected school board director for the Coupeville School District since November 2013.



## **James Fisher – Economic Development Specialist**

James has extensive experience as an Economic Developer, providing technical assistance to applicants. He also has experience performing deep data analytics and presenting reports in a way that is easy to understand and share. He has direct experience working with the Yakima County (Washington) Development Association managing 14 grant programs. As an Economic Developer he has administered \$12 million in COVID relief grants to local businesses in Central Washington. In this James will be one of a team of people response for responding to questions received through the call center or online.



## **Kraig Kojian – DLBA President & CEO**

Kraig Kojian has served as a member of the Downtown Long Beach Alliance (DLBA) staff since October 1996 when he was hired as Communications and Events Manager for the tenant-based improvement district. At that time the district consisted of an operating budget of approximately \$383,000. Today, Kojian directs the management of two improvement Districts, consisting of nearly 5,000 stakeholders and whose annual budgets exceeds \$4million. The

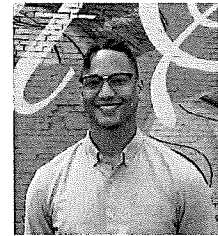


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DLBA operates on behalf of the property owners including residents and tenants of the Downtown Business Improvement Districts. It is dedicated to the management, marketing, security and maintenance, advocacy, and economic and community development of the assessment districts in cooperation with the City of Long Beach and the private sector. He is a graduate of San Diego State University where he earned BA degrees in Political Science and Journalism with an emphasis in Communications. Kojian resides in Long Beach with his wife and two children.

## **Austin Metoyer – DLBA Economic Development & Policy Manager**

Austin Metoyer serves as the Economic Development & Policy Manager for the Downtown Long Beach Alliance. In his role, he oversees various initiatives and programs that shape public policy, planning, and economic development efforts to improve downtown's quality of life and economy. He has developed and administered several grant and recovery programs to assist small businesses in Downtown Long Beach. An Emerging Leaders Fellow alum, Austin has presented at both California Downtown Association and International Downtown Association conferences on data management, program support for entrepreneurs of color, and data collection for economic development activities. Austin completed his BS in International Business at Long Beach State University and a Masters in Urban Planning from the University of Southern California.



## **Alex Morrison – Program Researcher**

Alex spent time at the Washington State legislature focused on novel research for three state legislatures. The research included, but not only, healthcare insurance plans and their economic impact on individual and small businesses, wildfire impact on Washington communities, especially small businesses.

His research identified programs to allocate hundreds of millions in the 2019 biennium capital projects fund for Washington state.



## **Sam Komo, MPA – Program Administrator**

Sam Komo has a strong background in leadership, project management, and community engagement. His experience in economic development started with the Missouri legislature and continued as the Community Development Block Grant (CDBG) Manager for the state. As the Community Development Block Grant (CDBG) Manager for the state of Missouri, he managed the day-to-day operations of the \$23M annual allocation, \$42M COVID supplemental



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allocation, and \$130M Disaster Recovery/Mitigation supplemental allocation. This included community engagement/needs assessment, action plan development, revising policies/procedures in conjunction to the action plan, financial management of the federal grants, implementation of new programs, grant management/compliance, and the closeout process.

As the Labor Standards Manager for the state of Missouri, he worked directly with communities to assure state and federal compliance. This included program presentations, testifying in arbitration, and state budget hearings.

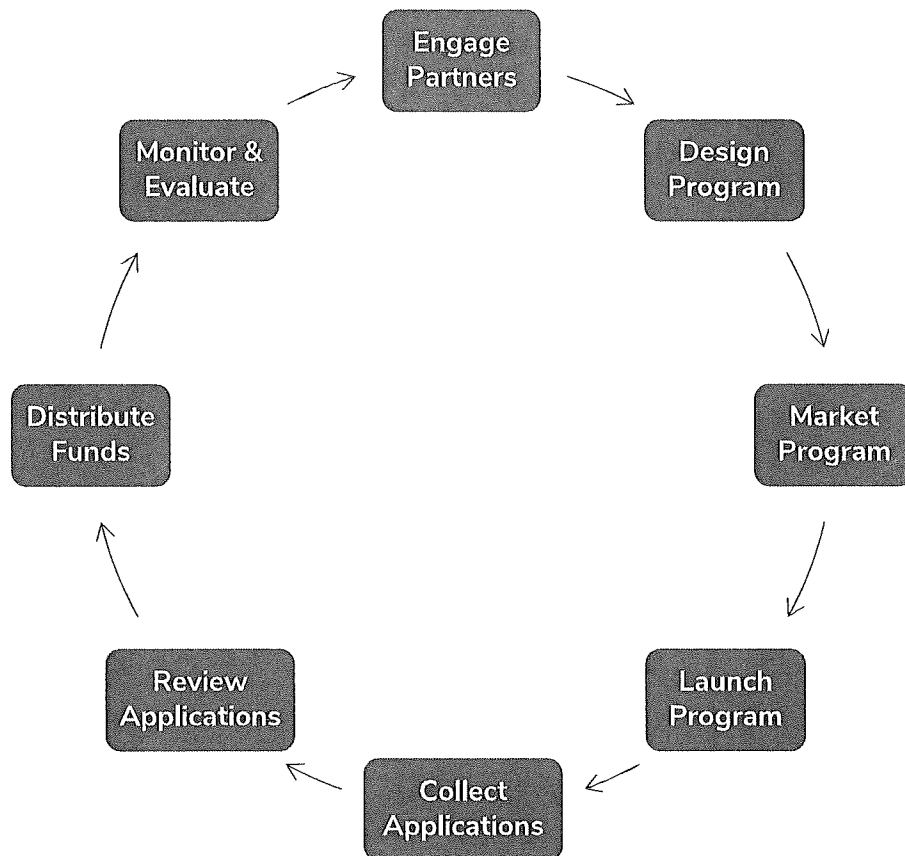
# FORWARD™

## 4. OVERVIEW OF LONG BEACH FORWARD SOLUTION

FORWARD was developed to help local governments and agencies streamline economic development, communication, and compliance during the COVID-19 pandemic and beyond. Our Eligibility Engine connects businesses to relevant, eligible federal, state, and local resources through an easy-to-use online experience. We pair our modern, streamlined FORWARD software platform with expert, customized technical assistance to ensure that the assistance program runs effectively and correctly. Through FORWARD, we administer specific economic and community development programs, including but not limited to: Microenterprise Grants, Economic Development Loans, Down Payment Assistance, Housing Rehabilitation, Affordable Housing Development, Tenant Based Rental Assistance, Meal Delivery Services, Rental Assistance, Utility Assistance, Disaster Recovery, and Public Facilities and Infrastructure.

**In this proposal, we will create and customize the Long Beach FORWARD platform to provide grants to Long Beach small businesses and non-profit organizations.**

The diagram below visualizes the key stages of our process and the activities we carry out in each stage:



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Stage	FORWARD Activities
<b>1: Engage Partner</b>	<ul style="list-style-type: none"> <li>• Setup initial meeting(s) with the City.</li> <li>• Create project timeline.</li> <li>• Finalize contract with the City</li> <li>• Set up contracts with local partners.</li> </ul>
<b>2: Design Program</b>	<ul style="list-style-type: none"> <li>• Collaborate with the City to finalize program details.</li> <li>• Determine eligibility criteria.</li> <li>• Communicate program details to local partners and get feedback.</li> <li>• Start onboarding and training local partners.</li> </ul>
<b>3: Market Program</b>	<ul style="list-style-type: none"> <li>• Create marketing materials in digital and print format.</li> <li>• Translate materials into multiple languages.</li> <li>• Distribute materials to local partners.</li> <li>• Coordinate outreach with local partners, media, and other supporting organizations.</li> </ul>
<b>4. Launch Program</b>	<ul style="list-style-type: none"> <li>• Create business accounts from lists provided by the City and local partners.</li> <li>• Give businesses access to FORWARD before applications goes live</li> <li>• Assist businesses in preparing all the information and documents so that they can quickly submit application when it goes live.</li> </ul>
<b>5. Collect Applications</b>	<ul style="list-style-type: none"> <li>• Design and host applications in web-based and mobile format</li> <li>• Also support paper applications.</li> <li>• Provide direct technical assistance to applicants or support local partners.</li> <li>• Digitize paper applications.</li> </ul>
<b>6. Review Applications</b>	<ul style="list-style-type: none"> <li>• Own the full application vetting process.</li> <li>• Collaborate with the City and partners on application reviews, as necessary.</li> <li>• Deploy a 2-step review system.</li> <li>• Provide final objective review of applications based on criteria.</li> </ul>
<b>7. Distribute Funds</b>	<ul style="list-style-type: none"> <li>• Distribute approved grants to businesses.</li> <li>• Upon grant approval collect ACH information.</li> <li>• Transfer funds within 72 hours of receiving account information.</li> <li>• If business owner does not have a bank account, find a mutually convenient, secured transfer method</li> </ul>
<b>8. Monitor and Evaluate</b>	<ul style="list-style-type: none"> <li>• Provide regular updates to the City leadership and key stakeholders.</li> <li>• Share detailed breakdown by gender, ethnicity, industry, and revenue.</li> <li>• Make modifications to the program based on real-time data.</li> <li>• Securely archive applications and related documentations for auditing purposes.</li> <li>• Leverage the same infrastructure for future programs.</li> </ul>

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As a unique aspect of this proposal, the FORWARD solution can be utilized to deploy other assistance programs in Long Beach, including future rounds of small business assistance programs.

### 5. MARKETING AND OUTREACH

Upon execution of the contract, LiveStories and DLBA will collaborate to identify local partners to help with outreach. Create Memorandum of Understanding (MoUs) with them listing out specific tasks and related fees for their services.

When looking for local partners, we will prioritize the following:

- Preference for organizations based in Long Beach City. Nearby locations will also be considered
- Priority will be given to By- and For- organizations with a track record of working with minority and under-represented communities in Long Beach City
- Business Improvement Districts and Business Associations with proven history of working with local businesses within the City of Long Beach
- Community-based organizations with experience working with the hard to reach communities within the City
- Organizations with multiple cultural and language experiences, specifically Spanish, Tagalog, and Khmer like the United Cambodian Communities and CentrocCHA.
- Local chambers, non-profit support groups, and other organizations like Accelerate Uptown and Institute for Innovation and Entrepreneurship

We will work with the local partners to conduct the outreach activities, specifically targeting the northern, central, and western part of the City which are traditionally overlooked. Below is a sample of the activities we will undertake to reach these communities:

- Create a consolidated list of businesses and non-profits to target. This is created by combining lists from the City, DLBA and partners and our own online research.
- Send out series of emails to the master list inviting people to apply to the program.
- If feasible, send text messages to business owners about the program. FORWARD is already designed to work well on mobile phones.
- Conduct targeted social media campaigns on Facebook.
- Organize pop-ups around the City where business owners can receive in-person assistance with their application.
- For especially hard-to-reach communities, run door-to-door canvassing campaigns to get businesses to complete applications.

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- Implement a pay-for-performance program so our local partners receive compensation for successful applications they help to submit.
- Create FAQs and how-to videos for the web.
- Consider promotion through local media including local newspapers (Long Beach Post, Press Telegram, Grunton Gazette), neighborhood blogs, radio, TV, and digital.
- Conduct training webinar for local partners. Distribute marketing materials to local partners.
- Allocate a significant portion of the budget to fund marketing and outreach activities.

## 6. INTAKE AND CASE MANAGEMENT

Here are the steps we will take to ensure a smooth intake process (can be tweaked with the City's feedback):

- Allow applicants to set up their profile and documents few days before application goes live.
- Setup digital application.
- Prepare paper application and provide link to it from the program landing page.
- Make paper applications available through the City and local partners.
- Set up a call center with toll free phone number for this program. The phone number is 855-582-FWRD (3973).
- Have FORWARD staff answer the phone line from 8 AM PST to 6 PM PST on weekdays.
- Respond to messages left in the off hours within 12 business hours.
- Digitize submitted paper applications.
- Review applications for completeness.
- Follow up with applicants with incomplete applications and work with them to get the application completed.

We are meticulous in the steps we take to work with an applicant. For some cases, we have spent more than 3 hours with an applicant to help them get their application ready. Our team of case managers can be managed based on demand. The team is managed by a experienced program administrators.

We prioritize the following actions in our case management approach:

- Answer any question about program with 12 business hours.
- Perform initial eligibility and document review within 48 hours of receiving an application.



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- Use multiple channels to communicate. Don't be afraid to call business owners and not only depend on email.
- Empower local partners to work with business owners and submit applications. Engage local partners in follow up work.
- Maintain a roster of multi-lingual case managers who can be deployed based on program needs.

"You were able to support our mission and message in a way we can even begin to show you gratitude let alone repay you in a manner that seems fitting. Though we would love to ask for your address to show our appreciation and thankfulness for helping us move, shift, and build a strong foundation within our community, thanks to the grant we were rewarded. We think of you and the FORWARD organization on the daily and want you to know how blessed we feel to have had this opportunity to expand in ways we weren't in a position to do so."

- Carol K., Business owner who received a similar grant

## 7. APPLICATION REVIEW PROCESS

We will have a 2-step review process:

- Eligibility review
- Completeness review
- Decision review

### Eligibility review

We will ensure that the applicant is eligible for the grant. This includes checking for the right industry, size, and revenue. It also includes verifying that the business is located within the City boundary.

If a business is eligible, we will notify them with a decline letter and include information on how they can reach us if our determination is incorrect.

### Completeness review

During this review phase, we are looking to make sure the business has uploaded all the required documents based on the grant requirement. Examples of appropriate documentation include, but not limited to:

- Loss of income
- Eviction notice
- Increased expenses
- Loss of employment
- Proof of rental or utility arrears

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We can work with the City to finalize the appropriate documentation for this program.

If documents are missing, we will reach out to the businesses and ask for the missing information. We will also communicate the deadline for sending us the missing information if they want to keep their place in line.

### **Decision review**

Once a business is deemed eligible and all the required documentation have been received, the full review is done to determine if the business will be approved for the grant. During this phase we will also determine the grant amount for a business.

Grant amounts can be determined in multiple ways – one set amount to each applicant or varying amounts based on the need. We recommend the latter.\

If an application is denied, we will share the appeal/grievance process with the applicant.

To ensure fairness and objectivity the team doing the decision review are not involved with the initial two reviews.

## **8. PAYMENT PROCESSING**

Once an application is approved, we will quickly move to make the payment

- The approve / decline process will be done with the FORWARD platform. This will allow us to maintain a detailed audit log for every application.
- Paper applications will first be digitized and then reviewed in the FORWARD platform.
- Payments will be made using ACH to make it more secure, auditable, and fast.
- ACH Payments will be made within 72 hours of receiving bank details
- If a business is not able to receive ACH payments, we will work with them to find an alternative method of payment.

We will submit a list of businesses who have been approved for grant along with the appropriate documentation to the City. Once the City transfers the funds to LiveStories to match the requested amount, we will make payments to businesses immediately.

Regarding payment to the local partner for their services, we will follow a similar reimbursement model. Once the partner sends us an invoice for their service, we will include their costs in the reimbursement requests we submit to the City. Local partners will be required to submit documentation/proof along with their invoices.

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## 9. DISCUSSION ABOUT THE DIGITAL PLATFORM

Key aspects of the FORWARD platform relevant for this program:

- Cloud based platform running on the secure Amazon Web Services infrastructure.
- Business details and documents are stored in a **secure profile** that can only be accessed by the applicant and program admin/support staff.
- The applicant data is stored with top-tier security and is not shared/sold to other 3<sup>rd</sup> party entities.
- Since its launch, FORWARD service has delivered **99.999%** uptime – an industry best practice in terms of system reliability.
- The platform is available 24 hours a day, 7 days a week.
- FORWARD platform can handle over 10,000 concurrent sessions and the system can be scaled to handle bigger traffic volume.
- FORWARD sends automatic notification with application status to the applicant. Applicants can also log in to see their application status in real-time.
- **Secure 1-on-1 chat service** for people to ask questions to the FORWARD team.
- FORWARD platform can be **accessed from the desktop or mobile phones**. The experience is optimized for both environments.
- We will also support paper applications and digitize them promptly so all applications can be accessed from one central location.
- FORWARD includes pre-built reports that illustrate real-time stats and trends.
- FORWARD platform is supported by a team of trained technical advisors.
- FORWARD portal will be branded to match County's style and colors.

FORWARD platform can be extended to support additional funding sources and programs within days. For future programs, application process will be streamlined for returning businesses. **They do not have to fill out applications from scratch for future programs.**

### 9.1 Document Retention and Privacy

We take applicant security seriously., FORWARD business profiles are protected by top-tier cloud security, The information can only be accessed by the business and platform administrators. Application data will be retained for multiple years to meet the funder archiving requirements. At the end of the program, we will generate a copy of the data for the City and remove all data from the FORWARD platform. We do not share applicant information with any 3<sup>rd</sup> party entities.

### 9.2 Platform Support

We will take the following steps to resolve platform issues quickly:


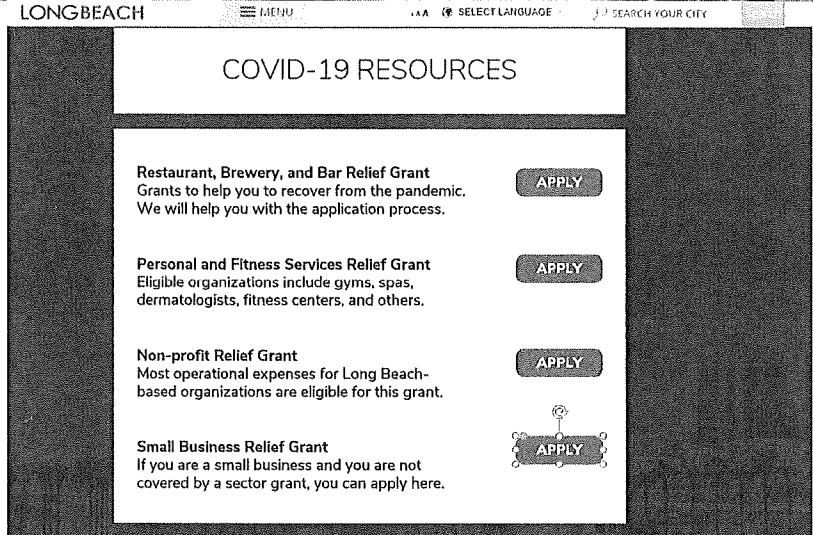
- Issues can be reported by users or the City using phone or email.
- We have a ticketing system to track all reported issues all the way through resolution.

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- Our dedicated team of software engineers are available to resolve breaking issues immediately.
- We will keep track of all issues and provide regular resolution reports to the City.

## 9.3 Platform Design

The images below show how the web version of Long Beach FORWARD could look:

	<ul style="list-style-type: none"> <li>• Branded look and feel</li> <li>• Secure login for every business</li> <li>• Self service to set up accounts so that they can apply</li> </ul>
	<ul style="list-style-type: none"> <li>• Can be embedded on the City website</li> <li>• Each grant shows up as a separate item</li> <li>• Each grant can have a separate application</li> </ul>

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## 10. EQUITY

We will incorporate equity in every phase of Long Beach FORWARD program. Here are some examples:

- **Culturally and linguistically sensitive materials.** We have a track record of working with By- and For- organizations in other communities to create easy-to-understand, culturally sensitive program collaterals supporting similar programs.
- **Give lead time before application goes live.** FORWARD can allow business owners to set up their profile and upload needed documents a few days before the application goes live. Our call center will be available during the pre-launch period. This ensures that business owners are able to submit applications very quickly when application launches.
- **Fair access to application.** By supporting paper + digital applications, we will be able to reach those who are not comfortable with Internet/computer. We will take paper applications and digitize them on our end, making it easy for the business owners who are not tech savvy. We will work with the City and local partners to identify strategies that will drive fair access to all businesses and non-profits.
- **Cohort-based application review.** In other similar programs, we implemented a 2-weeks review window where we stack rank all applications received during a 2-weeks period, prioritizing the minority-owned businesses applying during that period. This allows us to push equity within every review cycle.
- **Representation matters.** We understand equity. We are a minority owned business based here in Seattle, Washington. Our founder/CEO comes from the minority community. Over 80% of our FORWARD team come from women/minority background.

During the Kickoff phase, we will work with the City to identify specific steps we will take to drive equity in this program.

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## 11. REPORTING AND DOCUMENTATION

The table below shows how our activities will drive the key metrics for this project:

Key Metric	Target	FORWARD Activities
<b>1. Number of applications reviewed</b>	100 percent of applications received	<ul style="list-style-type: none"> <li>• Provide clear FAQ and guide</li> <li>• All users to complete profile before program launch</li> <li>• Provide technical assistance to applicants</li> <li>• Follow up with every applicant with missing information</li> </ul>
<b>2. Number of payments issued</b>	100 percent of payments issued for approved applicants	<ul style="list-style-type: none"> <li>• Encourage payments through ACH for fast and secure processing</li> <li>• Support check payments as necessary</li> <li>• Work with applicants to collect bank information.</li> </ul>
<b>3. Percentage of case issues resolved</b>	100 percent of issues resolved/closed-out	<ul style="list-style-type: none"> <li>• Respond to every query within 12 hours</li> <li>• Generate a formal grievance policy</li> </ul>
<b>4. Application completion rate</b>	90 percent of applications started are submitted	<ul style="list-style-type: none"> <li>• Follow up with regular emails to those who start but not submit application</li> <li>• Optimize applications for mobile</li> </ul>
<b>5. Demographic information of grant recipients</b>	60% of grant funding distributed to minority-owned businesses	<ul style="list-style-type: none"> <li>• Collect simple demographic information</li> <li>• Cohort based review process</li> </ul>
<b>6. Time it takes to complete application</b>	75% of applicants complete application in one hour or less.	<ul style="list-style-type: none"> <li>• Work with the City to create a simple application</li> <li>• Allow people to create profile and upload documents before application launch</li> <li>• Support paper applications for people who are not comfortable with Internet/computers</li> </ul>

The reports will be available on demand, in real-time. If any additional reports need to be created, we will create those reports.

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Where possible, we will report the metrics by Council districts and zip codes, providing a detailed breakdown for City stakeholders and leaders.

We will set up a weekly status meeting with the City and share latest statistics during that meeting.

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## 12. WORKPLAN AND TENTATIVE TIMELINE

Below is a proposed timeline along with key deliverables:

- **Phase 1: Project Initiation and Application Setup – Duration: 2-3 weeks; Key tasks for LiveStories:**
  - Work with the City to finalize project scope and eligibility criteria
  - Finalize contract with the City
  - Finalize application design
  - Finalize agreements with local partners
    - *Key deliverables: Project scope document with timelines and goals; application portal launch*
- **Phase 2: Applications open – Duration: 16 Weeks (or until the funds run out); Key tasks for LiveStories:**
  - Drive continuous outreach about the program
  - Provide technical assistance through phone and email
  - Coordinate with local partners
  - Review applications based on established criteria
  - Provide real-time updates to stakeholders (e.g., applications received, approvals, amount distributed, amount by demographics, etc.)
  - Assist in preparing report to City leadership
    - *Key deliverables: Weekly reports to the City;*
- **Phase 3: Project Close – Duration: 3 Weeks; Key tasks for LiveStories:**
  - Prepare final report for the City
  - Determine feasibility of continuing to use FORWARD to connect businesses to other local/state/federal resources
  - Transfer application and program data to the City; deactivate Long Beach FORWARD portal
    - *Key deliverables: Final report to the City*

We will work with the City to finalize the timeline during Phase 1.



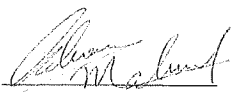
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### 13. CLOSING

We are pleased to present you with a proposal to work with you on this exciting project. Long Beach FORWARD will provide immediate relief for your small businesses by creating an easy-to-use application process, working with local partners, and following established federal, state, and local requirements. Over 95% of the allocated funds will go directly to the businesses and local partners. It gives us great pride to be able to submit this proposal for your consideration as we collectively work together to build resiliency in our community.

Please do not hesitate to call if you have questions.

Sincerely,



Adnan Mahmud  
CEO  
LiveStories