

AGREEMENT

36467

THIS AGREEMENT is made and entered in duplicate as of December 5, 2022 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on November 1, 2022, by and between the PUBLIC CORPORATION FOR THE ARTS OF THE CITY OF LONG BEACH, a California nonprofit corporation, doing business as ARTS COUNCIL FOR LONG BEACH, with a place of business at 115 Pine Avenue, Suite 350, Long Beach, California 90802 ("PCA"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, since 1985, PCA and City have had a contractual relationship pursuant to which City allocated and distributed certain funds to support a broad range of arts and cultural activities in City and under which PCA acted as administrator and organizer for various arts and cultural activities and responsibilities; and

WHEREAS, it is the desire and intent of PCA and City to continue their relationship for another year;

NOW, THEREFORE, the parties hereto agree as follows:

1. The above recitals are incorporated herein.
- 2.

A. In accordance with the allocation authorized by the City Council pursuant to the recommendation of the PCA, City shall pay to PCA an amount not to exceed of Four Hundred Fifty-Four Thousand Eighty-Five Dollars (\$454,085) during the City's fiscal year 2022-2023 to provide financial support in the amounts shown on Exhibit "A", attached hereto and incorporated herein by this reference: (1) to offset PCA operating budget costs including administration, staff coordination, and fundraising activities, in the amount of Two Hundred Sixty-Four Thousand Eighty-Five Dollars (\$264,085); and (2) to fund a community arts grant program in the amount of One Hundred Ninety Thousand Dollars (\$190,000), as shown on Exhibit "B" attached hereto.

1 City shall pay Four Hundred Fifty-Four Thousand Eighty-Five Dollars
2 (\$454,085) to PCA in installments as follows: One Hundred Sixty Thousand Two
3 Dollars (\$160,001) on City's execution of this Agreement and the remaining
4 amount of Two Hundred Ninety-Four Thousand Eighty-Four Dollars (\$294,084) in
5 installments of Ninety-Eight Thousand Twenty-Eight Dollars (\$98,028) on the
6 second calendar day of January 2023, April 2023 and July 2023.

7 B. The organizations and artists shown on Exhibit "B" as
8 receiving "Professional Artist Fellowships", "Operating Grants, Level I", "Operating
9 Grants, Level II", and "Community Projects Grants" must apply for support and
10 successfully meet PCA's established criteria for support. In order to fulfill its
11 obligations as reviewing agency for all City funds allocated to the arts and cultural
12 groups and artists in Exhibit "B", PCA shall enter an agreement with each arts and
13 cultural group and artist, which agreement shall set forth the terms under which
14 the groups and artists will report to PCA regarding their financial status, Long
15 Beach residency status, community outreach efforts and any other information
16 required by PCA to be in compliance with this Agreement. PCA shall submit
17 copies of all executed agreements between PCA and each group and artist to the
18 City Manager within fifteen (15) days after full execution.

19 3. In accordance with the City's Administrative Regulation No. AR9-1
20 Regulation Governing Percent for the Arts Program ("Policy"), PCA shall administer and
21 oversee the Percent for the Arts Program, as described in Exhibit "C", attached hereto
22 and incorporated herein. The City will disburse Percent for the Arts Program funding,
23 separate and in addition to the annual Agreement, each year to the PCA based on
24 calculations of actual Program fees collected from eligible sources from the prior Fiscal
25 Year, pursuant to the Percent for the Arts Policy as described in Exhibit C".

26 4. PCA shall also administer the direct grant program to Long Beach
27 arts and culture organizations supported by the additional one percent (1%) Transient
28 Occupancy Tax revenues from Measure B, as described in Exhibit "D", attached hereto

1 and incorporated herein.

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

7 6. On or before January 2, 2023, April 2, 2023, July 2, 2023 and
8 October 1, 2023, PCA shall submit to City a performance report of its activities, which
9 report shall include a statement of all arts and cultural groups and artists to whom funds
10 were distributed during the preceding three-month period and certification that each such
11 group or artist met the provisions of this Agreement. PCA shall require that the arts and
12 cultural groups listed in Exhibit "B" and with which PCA has an agreement shall submit an
13 interim and final report statement to PCA, setting forth the group's financial condition and
14 disclosure of all expenses, revenues, and fund balances relating to funds given to said
15 groups hereunder. These statements shall be prepared and submitted on a schedule
16 that will permit them to be reviewed by the City upon request.

17 7.

18 A. PCA shall prepare and file with City a complete annual
19 financial report no later than November 15, 2023, covering the period October 1,
20 2022 through September 30, 2023 and accounting for the Four Hundred Fifty-Four
21 Thousand Eighty-Five Dollars (\$454,085) allocated to PCA under Section 2
22 hereof. At that time, PCA shall return to City any revenues undistributed or
23 unexpended by it on or prior to September 30, 2023. Said financial report shall be
24 certified by PCA's senior executive officer to indicate that all expenditures are
25 supported by receipts, invoices, vouchers or other appropriate documentation and
26 that such expenditures were made in accordance with this Agreement. PCA shall
27 maintain books, financial records and files as necessary to support its certified
28 financial statements. The City Auditor and other appropriate City personnel shall

1 have the right to examine and audit the statements and supporting books, records
2 and files for three years following the expiration or sooner termination of this
3 Agreement.

4 B. Notwithstanding anything to the contrary herein, the City
5 Manager may approve the retention by PCA of funds allocated to specific arts and
6 cultural groups and artists during 2022-2023 and not spent by September 30,
7 2022, so long as he finds that adequate progress and timely completion of the
8 projects can be demonstrated by PCA to his satisfaction. PCA shall make monthly
9 status reports on such projects and shall expedite completion in a form satisfactory
10 to the City Manager.

11 C. On or before November 15, 2023, PCA shall secure from
12 each arts and cultural group identified in Exhibit "B" a comprehensive annual
13 financial statement for the period October 1, 2022 through September 30, 2023.
14 Said financial statement shall be reviewed, audited and approved by each group's
15 board, and shall be forwarded to the City Manager, together with a copy of the
16 applicable report based on said review, or part of the annual financial statement.

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

22 9. PCA shall not use any of its funds for political campaign contributions
23 or for promotions of political candidates or any other political purpose.

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

28 11. PCA shall maintain for a period of three (3) years and make available

1 to City such additional records, budgetary and other information as City may request.

2 12. City, its officials and employees shall not have any control over the
3 conduct of PCA's activities or the employees of PCA. PCA expressly warrants that it will
4 not at any time or in any manner represent that PCA or any of PCA's agents, volunteers,
5 subscribers, members, officers or employees are in any manner the agents, volunteers,
6 subscribers, officers or employees of City.

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

24 14. As a condition precedent to the effectiveness of this Agreement,
25 PCA shall procure and maintain at PCA's expense for the duration of this Agreement
26 from insurance companies that are admitted to write insurance in California or from
27 authorized non-admitted insurance companies that have ratings of or equivalent to A:VIII
28 by A.M. Best Company:

1 (a) Commercial general liability insurance (equivalent in scope to ISO
2 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One Million
3 Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general
4 aggregate. Such coverage shall include but not be limited to broad form
5 contractual liability, cross liability, independent contractors liability, and products
6 and completed operations liability. The City, its officials, employees and agents
7 shall be named as additional insureds by endorsement (on City's endorsement
8 form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG
9 20 26 11 85), and this insurance shall contain no special limitations on the scope
10 of protection given to the City, its officials, employees and agents.

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

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

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

20 Any self-insurance program, self-insured retention, or deductible must be
21 separately approved in writing by City's Risk Manager or designee and shall protect City,
22 its officials, employees and agents in the same manner and to the same extent as they
23 would have been protected had the policy or policies not contained retention or
24 deductible provisions. Each insurance policy shall be endorsed to state that coverage
25 shall not be reduced, non-renewed, or canceled except after thirty (30) days prior written
26 notice to City, and shall be primary and not contributing to any other insurance or self-
27 insurance maintained by City. PCA shall notify the City in writing within five (5) days after
28 any insurance required herein has been voided by the insurer or cancelled by the

1 insured.

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

5 Prior to the start of performance, PCA shall deliver to City certificates of
6 insurance and required endorsements for approval as to sufficiency and form. The
7 certificate and endorsements for each insurance policy shall contain the original signature
8 of a person authorized by that insurer to bind coverage on its behalf. In addition, PCA,
9 shall, within thirty (30) days prior to expiration of the insurance required herein, furnish to
10 City certificates of insurance and endorsements evidencing renewal of such insurance.
11 City reserves the right to require complete certified copies of all policies of PCA and
12 PCA's contractors and subcontractors, at any time. PCA shall make available to City's
13 Risk Manager or designee all books, records and other information relating to the
14 insurance coverage required herein, during normal business hours.

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

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

24 15. This Agreement contemplates the unique role and responsibilities of
25 PCA and the parties acknowledge that a substantial inducement to City for entering this
26 Agreement was and is that uniqueness. As a result, PCA shall not assign its rights or
27 delegate its duties hereunder, or any interest herein, or any portion hereof, without the
28 prior written consent of City. Any attempted assignment or delegation shall be void, and

1 any assignee or delegate shall acquire no right or interest by reason of such attempted
2 assignment or delegation. PCA shall not subcontract any portion of the performance
3 required hereunder. Nothing in this Section 13 shall prevent PCA from employing as
4 many employees as PCA deems necessary for performance of this Agreement.

5 16. Any notice required hereunder or desired to be given by either party
6 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
7 class, postage prepaid to the City at 411 West Ocean Boulevard, Long Beach, California
8 90802 Attn: City Manager and to PCA at the address first shown herein. Change of
9 address shall be given in the same manner as stated herein. Notice shall be deemed
10 given on the date deposited in the mail or on the date personal delivery is made,
11 whichever first occurs.

12 17. The term of this Agreement shall commence upon execution of this
13 Agreement by the City Manager ("Commencement Date" and terminate at midnight on
14 September 30, 2023. Either party may terminate this Agreement by giving thirty (30)
15 days prior notice to the other party. The complete annual financial report required by
16 Paragraph 7 shall be filed no later than November 15, 2023, and any revenues to be
17 returned shall be returned at the time of said filing, unless otherwise allocated, with the
18 approval of the City Manager.

19 18. The City Manager or designee shall administer this Agreement and
20 all matters in connection herewith, and his decision shall be final.

21 19. The acceptance of performance or the payment of any money by
22 City shall not operate as a waiver of any provision of this Agreement, or of any right to
23 damages or indemnity stated in this Agreement. The waiver of any breach of this
24 Agreement shall not constitute a waiver of any other or subsequent breach of this
25 Agreement.

26 20. PCA, by executing this Agreement, certifies that, at the time PCA
27 executes this Agreement and during the term hereof, PCA does not and will not perform
28 hereunder in any manner which would create a conflict, whether monetary or otherwise,

1 as between the interests of City and the interests of any recipient of funds hereunder.

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

5 22. This Agreement shall be governed by and construed pursuant to the
6 laws of the State of California.

7 23. This Agreement constitutes the entire understanding between the
8 parties and supersedes all other agreements, whether oral or written, with respect to the
9 subject matter herein.

10 24. In the event that there is any legal proceeding between the parties to
11 enforce or interpret this Agreement or to protect or establish any rights or remedies
12 hereunder, the prevailing party shall be entitled to its costs and expenses, including
13 reasonable attorney's fees.

14 25. Subject to applicable laws, rules and regulations, PCA shall not
15 discriminate in the performance of this Agreement on the basis of race, religion, national
16 origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or
17 disability.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
with all formalities required by law as of the date first stated above.

PUBLIC CORPORATION FOR THE ARTS
OF THE CITY OF LONG BEACH, a
California nonprofit corporation, doing
business as ARTS COUNCIL FOR LONG
BEACH

December 12, 2022

By [Signature]
Name: Emiselda Suarez
Title: Executive Director

December 12, 2022

By [Signature]
Name: Anne Lattime
Title: Vice-President Board of Directors

"PCA"

CITY OF LONG BEACH, a municipal
corporation

December 22, 2022

By [Signature]
City Manager

"City"

This Agreement is approved as to form on December 13, 2022.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Exhibit A

PCA Operating Budget FY 2022-23: October 1, 2022 through September 30, 2023

Total Budget \$5,258,485

Staff Costs:	FY 22-23	Admin	Fundraising	Grants	Marketing	Arts Learning	Public Art	City Support
Admin Salaries & Benefits	281,296	281,296	-	-	-	-	-	110,748.00
Percentage of total budget	5.35%	5.35%	0.00%	0.00%	0.00%	0.00%	0.00%	2.11%
Operations								
Advocacy	-	-	-	-	-	-	-	-
Audit/Legal Fees	17,500	15,000	-	2,500.00	-	-	-	-
Bank/Payroll/Serv	5,280	3,780	-	1,500.00	-	-	-	1,625.40
Equipment/Computers	11,824	6,824	-	5,000.00	-	-	-	4,000.00
Fundraising (Development)	27,500	-	-	27,500.00	-	-	-	-
Website	6,162	6,162.00	-	-	-	-	-	-
Insurance	13,250	2,000	-	11,250.00	-	-	-	4,500.00
Maintenance	-	-	-	-	-	-	-	-
Memberships	2,000	2,000	-	-	-	-	-	-
Meetings/Travel/Conferences	4,200	1,700	-	2,500.00	-	-	-	-
Miscellaneous-License etc	-	-	-	-	-	-	-	-
Outside Consultants	47,652	38,000	-	9,652.00	-	-	-	30,000.00
Outside Consultants Operations	16,625	-	-	16,625.00	-	-	-	-
Postage	340	340	-	0	-	-	-	340.00
Printing + Stationery Supplies	2,850	1,000	-	1,850.00	-	-	-	0
Rent	67,200	-	-	67,200.00	-	-	-	-
Parking	4,200	1,700	-	2,500.00	-	-	-	750.00
Supplies	4,100	4,100	-	-	-	-	-	750.00
Telephone & Internet	4,850	3,600	-	1,250.00	-	-	-	2,580.00
Employee Incentive	-	-	-	-	-	-	-	-
Reserve Fund	18,200	-	-	-	-	-	-	-
Total Operations	253,733	86,206	-	149,327	-	-	-	44,545
Percentage of total budget	4.83%	1.64%	0.00%	2.84%	0.00%	0.00%	0.00%	0.85%
Programs								
Allocations-Granting Program	3,739,391	-	-	3,566,495	-	-	-	190,000
Marketing/Communications	10,000	-	-	-	10,000	-	-	10,000
Arts Learning	130,420	-	-	-	-	130,420	-	-
Public Art	318,650	-	-	-	-	-	318,650	-
Program Administration	524,976	-	-	172,896	85,284	101,109	165,686	98,792.00
Program Total:	4,723,436	-	-	3,739,39	95,284	231,529	484,336	298,792
percentage of revenue of total budge	89.83%	0.00%	0.00%	71.11%	1.81%	4.40%	9.21%	5.68%
Total Expenses-PCA & PA	5,258,465	367,502	-	3,888,71	95,284	231,529	484,336	454,085
Percentage of total budget	100.00%	6.99%	0.00%	73.95%	1.81%	4.40%	9.21%	8.64%

**2022-2023 Grant Awards
Exhibit B**

Total Annual
Contract Award

Annual Contract 2022-2023 Exhibit B

ARTIST FELLOWSHIP	1st payment (75%)	2nd Payment (25%)	
Emily Dyer	\$1,500	\$ 500.00	\$ 2,000
Micah Bournes	\$1,500	\$ 500.00	\$ 2,000
Suzanne Shifflett	\$1,500	\$ 500.00	\$ 2,000
Amine Iknadossian	\$1,500	\$ 500.00	\$ 2,000
Eric Leffler	\$1,500	\$ 500.00	\$ 2,000
Brendis Rodriguez	\$1,500	\$ 500.00	\$ 2,000
Squire Dane	\$1,500	\$ 500.00	\$ 2,000
Toria Maldonado	\$1,500	\$ 500.00	\$ 2,000
Gary Alvarez	\$1,500	\$ 500.00	\$ 2,000
Jack Dunowski	\$1,500	\$ 500.00	\$ 2,000
ARTIST FELLOWSHIP Exhibition			\$ 6,000.00
	\$ 15,000	\$ 5,000	\$ 26,000.00

OPERATING GRANTS, LEVEL I (\$250K-\$1M budgets)	1st payment 1/15/2023	2nd payment 11/15/2023	
	70%	30%	
Art Theatre	10,206.98	4,374.42	\$14,581.40
Historical Society of Long Beach	10,793.02	4,625.58	\$ 15,418.60
	21,000.00	9,000.00	\$ 30,000.00

OPERATING GRANTS, LEVEL II (budgets >\$1M)	70%	30%	
Able Arts Work	12,564.10	5,384.62	\$ 17,948.72
Kleeffed Contemporary	\$11,935.90	5115.384	\$17,051.28
	24,500.00	10,500.00	\$ 35,000.00

COMMUNITY ARTS GRANTS	70%	30%	
Compassionate Artists	1,400.00	600.00	\$ 2,000
Rock Club-Music is the Remedy	1,400.00	600.00	\$ 2,000
Act Out Theater	2,800.00	1,200.00	\$ 4,000
Kontrapunktus	2,800.00	1,200.00	\$ 4,000
Literary Women	2,800.00	1,200.00	\$ 4,000
Loiter Galleries	2,800.00	1,200.00	\$ 4,000
Long Beach Creative Group	2,800.00	1,200.00	\$ 4,000
Cambodia Town Inc.	3,500.00	1,500.00	\$ 5,000
DreamKreator Studio	3,500.00	1,500.00	\$ 5,000
Hmong Association of Long Beach	3,500.00	1,500.00	\$ 5,000
Jazz Angels	3,500.00	1,500.00	\$ 5,000
LGBTQ Center of Long Beach	3,500.00	1,500.00	\$ 5,000
Long Beach Blues Society	3,500.00	1,500.00	\$ 5,000
Long Beach Community Band	3,500.00	1,500.00	\$ 5,000
Pony Box Dance Theatre	3,500.00	1,500.00	\$ 5,000
South Coast Dance Arts Alliance	3,500.00	1,500.00	\$ 5,000
Symphonic Jazz Orchestra	3,500.00	1,500.00	\$ 5,000
	\$51,800.00	\$22,200.00	\$ 74,000.00

SUB TOTAL GRANT AWARDS FOR 2022-2023	\$112,300.00	\$52,700.00	\$165,000.00
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\$0.00

Monthly Microgrant Awards	\$ 25,000.00
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TOTAL GRANT AWARDS FOR 2022-2023	\$ 190,000.00
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Exhibit C

PERCENT FOR THE ARTS

1. Under the City of Long Beach's Percent for the Arts Program (Program), regulated by the City's Administrative Regulation No. AR9-1 Regulation Governing Percent for the Arts Program (Policy), PCA will assume the role of the primary vendor contracted by the City to administer and manage all Program projects. Accordingly, the City and PCA will enter into separate memorandums of understanding (MOU) to define individual project scope of works, timelines, and deliverables and disburse funding on a separate funding schedule separate from this annual Agreement.
2. Program Funding Allocations, Project Identification, and Review, Selection and Approvals of Program commissioned works are in accordance with the City's Percent for the Arts Policy.
3. Acknowledgements: *"Supported in part by the City of Long Beach and Percent for the Arts"* must appear or be stated on all advertisements, programs, publications, displays, web site, social media, in announcements and every other form of public communication for events and projects receiving funding support from the Percent for the Arts Program.
4. Equity: In addition, and pursuant to the City's Percent for the Arts Policy, the PCA will make every effort to equitably solicit public art opportunities to members of all backgrounds, ethnicities, religions, orientation and gender identification. To the extent possible, PCA will also engage new artists to participate in the public art application process. It is the goal of the City to develop high caliber art projects that meet the diverse interests of the residents of Long Beach. The following factors should be taken into account by PCA when reviewing and selecting proposals for new works:
 - i. Public art proposals will reflect input gathered from local community and neighborhood stakeholders through open forums to provide the artist inspiration and potential concepts and themes. Public art shall be compatible with the host community, and public input shall be received and considered as part of the design process.
 - ii. Gathering public input and appropriately transmitting the input to the artist will be the responsibility of the PCA.
 - iii. Throughout process of creating this Policy, City staff and PCA worked closely to ensure PCA will make every effort to equitably solicit public art opportunities to members of all backgrounds, ethnicities, religions, orientation, and gender identification.
 - iv. To the extent possible, PCA will also engage new artists to participate in the public art application process.
5. Roles and Responsibilities are defined in the City's Percent for the Arts Policy.