

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

THIRD AMENDMENT TO LONG BEACH RECOVERY ACT SERVICES

AGREEMENT NO. 36219

36219

THIS THIRD AMENDMENT TO LONG BEACH RECOVERY ACT SERVICES AGREEMENT NO. 36219 ("Third Amendment") is made and entered into, as of March 9, 2023, 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, City selected Contractor to serve as the third-party grants administrator for multiple small business grant and non-profit grant programs as part of the Long Beach Recovery Act ("Recovery Act"); and

WHEREAS, City and the Contractor (together, the "Parties") entered into Agreement No. 36219 (the "Agreement"), with a reference date of March 7, 2022, in the amount of Six Hundred Ninety Thousand Dollars (\$690,000) for Contractor to perform the services outlined in Contractor's Proposal attached to the Agreement as Exhibit "A," and

WHEREAS, the Parties entered into a First Amendment to specify the Recovery Act programs for which Contractor is providing third-party administrator support services; and

WHEREAS, the Parties entered into a Second Amendment to further amend the Recovery Act programs for which Contractor is providing third-party administrator support services, and to amend the administration fees for services performed and extend the term of the agreement; and

WHEREAS, the Parties now desire to further amend the list of Recovery Act programs for which the Contractor is providing third-party administrator support services; further amend the administration fee for services performed; and extend the term of the agreement to September 31, 2024;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein contained, the Parties agree as follows:

1. Section 1 of the Agreement is hereby amended to read as follows:

"1. PROGRAM. The City agrees to provide funding to the CONTRACTOR for the development and implementation of the Third-Party Grants Administration Support Services Program ("Program"). The anticipated scope of work for the Program is set forth in CONTRACTOR's Proposal attached to the Agreement as Exhibit "A" and incorporated by this reference. The anticipated Recovery Act grant programs, for which CONTRACTOR will provide the services outlined in Exhibit "A" are listed in Exhibit "B-2", attached to this Third Amendment and incorporated by this reference. The list of programs may be amended during the term of this Agreement by City's Director of Economic Development."

2. Section 5 of the Agreement is hereby amended to read as follows:

"5. GRANT AMOUNT, INVOICING, AND METHOD OF PAYMENT. Grant funding shall be expended by CONTRACTOR for authorized eligible expenditures in accordance with the Program budget.

A. CONTRACTOR Charges to City made by CONTRACTOR for services for the following grant programs in performance of this Agreement shall be based on an administration fee of a percentage of the amount of grant funds disbursed by CONTRACTOR to grant recipients for each program, as follows:

Grant Program	Percentage
Restaurant, Brewery, and Bar Relief Grant	6%
Personal Services and Fitness Relief Grant	6%
Small Business Relief Grant	6%
Nonprofit Relief Grant	6%
Activate LB Grant: Neighborhood Activation Seed Grants	6%
Activate LB Grant: Business Activate Grants	6%

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Visual Improvement Program Grant	7.25%
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For the above-referenced grant programs, City shall pay CONTRACTOR within 30 (thirty) days following receipt from CONTRACTOR of invoices, in a format approved by the City, that are submitted with a cover sheet showing the purchase order number, invoice date, billing period, total amount of grants awarded during the billing period, and total administrative charges for the billing period. City shall pay CONTRACTOR's final invoice upon completion of the Program and submission of the Final Report as referenced in paragraph 8. All invoices shall be accompanied by a detailed report listing the awardee name, remittance address, amount awarded, and eligibility category for each grant award. CONTRACTOR shall certify on the invoices that CONTRACTOR has performed the services in full conformance with this Agreement and is entitled to receive payment. CONTRACTOR shall have adequate financial management systems and internal controls in place to account for the expenditure of federal funds under the Program."

B. CONTRACTOR charges City a flat fee of Seven Thousand Fifty-Nine Dollars (\$7,059.00) to distribute one-time use prepaid payment cards electronically as incentive payments for survey participants in the evaluation of City's Guaranteed Income Pilot Program ("GIPP"). CONTRACTOR will issue prepaid payment cards via email to survey participants as follows:

- \$50 payments for up to 500 survey participants (x3 surveys);
- \$75 payments for 40 interview participants; and
- \$75 payments for 20 follow-up interview participants.

The prepaid payment cards will not be reloadable and will not have any merchant restrictions.

The GIPP participant surveys will be remain open for 4-6 weeks, during which time City will send CONTRACTOR lists of names and email

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1 addresses of participants who completed the survey ("Recipients").

2 CONTRACTOR will load the prepaid payment cards in the amount indicated
3 above and email them to the Recipients within two (2) business days of receipt of
4 a list from City.

5 Upon execution of the contract by the City Manager, City will fund
6 CONTRACTOR with \$40,000 to load the prepaid payment cards. City will monitor
7 the expenditure and distribution of these initial funds before the start of each GIPP
8 survey and interview to ensure sufficient funding is available to CONTRACTOR to
9 load the next round of prepaid payment cards. If CONTRACTOR has insufficient
10 funds to load the next round of prepaid payment cards, City will make one
11 additional transfer of funds to CONTRACTOR to load the remaining prepaid
12 payment cards. The total funds made available to CONTRACTOR shall not
13 exceed \$79,500. CONTRACTOR will return any unused funds to City upon final
14 distribution of all the prepaid payment cards to eligible GIPP participants.

15 At the close of the final interview, CONTRACTOR will submit an
16 invoice to City reflecting all prepaid payment cards it disbursed for the GIPP,
17 including the amounts and the UID of all recipients. CONTRACTOR shall certify
18 on the invoice that CONTRACTOR has performed the services in full conformance
19 with this Agreement and is entitled to receive payment. Upon approval of the
20 invoice, City will pay CONTRACTOR the Seven Thousand Fifty-Nine Dollars
21 (\$7,059.00) flat fee.

22 3. Section 6 of the Agreement is hereby amended to read as follows:

23 "6. GRANT TERM. The term of this Agreement shall commence upon
24 execution of this Agreement by the City Manager ("Commencement Date") and, subject to
25 the termination provisions of paragraph 9, end on September 31, 2024, or upon the final
26 disbursement of the full Grant amount and completion of any required close out activities
27 and reports if completed earlier than September 30, 2024 (the "Term"). CONTRACTOR
28 shall not begin work until the Agreement Term has commenced and until CONTRACTOR'S

evidence of insurance has been delivered to and approved by City. The Term is subject to the termination provisions of this Agreement. In performance of the Program, all expenditures must be incurred by CONTRACTOR and all services must be provided by CONTRACTOR within the Term, and in no event may CONTRACTOR distribute ARPA Funds to grant recipients after December 31, 2026. City will not be obligated to reimburse expenses incurred after the Agreement Term, and CONTRACTOR will be obligated to repay City for any funds received but not expended within the Term."

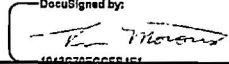
4. Sections 8 and 24 of the Agreement are hereby amended as follows:
Reference to "Eric Romero" is replaced by "Courtney Chatterson."

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.

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April 6th, 2023

GEOCKO, INC., a Washington corporation,
DBA LIVESTORIES

By 
Name Tim Morones
Title SVP operations

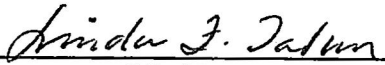
_____, 2023

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

April 12, 2023

By 
City Manager

"City"

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

This Third Amendment is approved as to form on April 6, 2023.

DAWN MCINTOSH, City Attorney

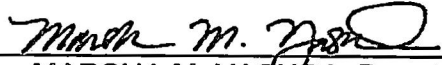
By 
MARSHA M. YASUDA, Deputy

EXHIBIT "B-2"

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List of Long Beach Recovery Act Grant Programs Administered by LiveStories

1. Restaurant, Brewery, and Bar Relief Grant
2. Personal Services and Fitness Relief Grant
3. Small Business Relief Grant
4. Nonprofit Relief Grant
5. ActivateLB Grants
 - a. Neighborhood Activation Seed Grants
 - b. Business Activation Grants
6. Visual Improvement Program Grant
7. Guaranteed Income Pilot Program Survey Incentive Payments

BO MARTINEZ,
City of Long Beach Director of Economic Development