

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

1 GRANT AGREEMENT

2 (1835 W. Willard)

3 **30730**

4 THIS GRANT AGREEMENT ("Agreement") is made and entered as of May  
5 9, 2008 for reference purposes only, pursuant to a minute order adopted by the City  
6 Council of the City of Long Beach at its meeting held on June 13, 2006, by and between  
7 the CITY OF LONG BEACH, a municipal corporation ("City"), and the BOYS AND GIRLS  
8 CLUBS OF LONG BEACH, a California nonprofit corporation, whose address is 3635  
9 Long Beach Boulevard, Long Beach, California 90807 ("B&G Club").

10 For and in consideration of the terms, conditions and covenants contained  
11 herein, the parties agree as follows:

12 1. City shall grant to B&G Club the sum of \$61,256.00 under the City's  
13 Nonprofit Assistance Program, on condition that B&G Club perform its obligations  
14 hereunder. City will pay the grant funds following receipt by City from B&G Club of  
15 invoices for the work shown on Exhibit "A".

16 2. The purpose of this Agreement is to enable B&G Club to replace and  
17 improve the roof on its leasehold premises located at 1835 W. Willard, which premises  
18 are owned by City.

19 3. The term of this Agreement shall begin at 12:01 a.m. on May 9,  
20 2008, and shall end at midnight on February 3, 2009, or when a Notice of Completion is  
21 filed with the Los Angeles County Recorder, whichever is earlier.

22 4. B&G Club shall have the following construction obligations:

23 A. B&G Club shall promptly begin the construction identified in  
24 Exhibit "A" attached hereto and incorporated herein by this reference, and  
25 diligently proceed with construction to completion.

26 B. B&G Club shall insert into all contracts entered by B&G Club  
27 relating to construction on the leasehold premises the following clause:

28 "This Agreement shall in no way bind the City of Long Beach, its officials or

1 employees, nor obligate them for any costs or expenses whatsoever under this  
2 agreement, or which are in any manner connected with the subject matter of this  
3 agreement."

4 C. B&G Club shall give notice to City twenty (20) days prior to  
5 commencement of work to enable City to post and record Notice(s) of  
6 Nonresponsibility.

7 D. B&G Club shall keep the leasehold premises free of any  
8 mechanic's or materialman's liens for any work done, labor performed or material  
9 furnished by or for B&G Club. B&G Club shall defend, indemnify and hold City, its  
10 officials and employees harmless from and against all claims, liens, demands,  
11 causes of action, liability, loss, costs, and expenses (including reasonable  
12 attorney's fees) of whatsoever kind for any such work done, labor performed, or  
13 materials furnished on the leasehold premises or to B&G Club for construction on  
14 the leasehold premises.

15 E. If a mechanic's or materialman's lien is imposed on the  
16 leasehold premises as a result of construction or repair to the leasehold premises,  
17 B&G Club shall: (1) record a valid release of lien; or (2) deposit with City cash in  
18 an amount equal to 125% of the amount of the lien and authorize payment to the  
19 extent of said deposit to any subsequent judgment holder that may arise as a  
20 matter of public record from litigation with regard to lienholder's claim; or (3)  
21 procure and record a lien release bond in accordance with California Civil Code  
22 Section 3143 issued by a surety authorized to do business in California.

23 F. On completion of work on the leasehold premises, B&G Club  
24 shall file a Notice of Completion in the Official Records of the County Recorder of  
25 Los Angeles County.

26 5. B&G Club shall defend, indemnify and hold harmless City, its officials  
27 and employees from and against any and all claims, demands, causes of action, losses,  
28 damages, and liabilities, whether or not reduced to judgment, which may be asserted

1 against City arising from or attributable to or caused by B&G Club, its officers,  
2 employees, agents, volunteers, and contractors in the performance of construction  
3 pursuant to this Agreement, or any alleged negligent or intentional act, omission or  
4 misrepresentation by B&G Club, its officers, employees, agents, volunteers, or  
5 contractors which is connected in any way with this Agreement or the performance of  
6 construction of said improvements. B&G Club shall give to City notice of any claim,  
7 demand, cause of action, loss, damage or liability hereunder within ten (10) days after  
8 knowledge of same.

9           6. B&G Club, its officers, employees, agents, volunteers, and  
10 contractors shall act in an independent capacity and not as representatives of City in the  
11 construction of said improvements.

12           7. City may terminate this Agreement and be relieved of the payment of  
13 any and all grant funds to B&G Club if B&G Club fails to perform the obligations herein.

14           8. This Agreement shall not be assigned or transferred in whole or in  
15 part.

16           9. In connection with performance of this Agreement and subject to  
17 applicable rules and regulations, B&G Club shall not discriminate against any person on  
18 the basis of race, religion, national origin, color, age, gender, sexual orientation, AIDS,  
19 AIDS related condition, handicap, disability, or veteran status.

20           10. Notice shall be in writing and personally delivered or deposited in the  
21 U.S. Postal Service, first class, postage prepaid, addressed to B&G Club at the address  
22 first stated above, and to City at 333 West Ocean Boulevard, Long Beach, California  
23 90802 Attn: City Manager. Notice shall be deemed given on the date deposited in the  
24 mail or on the date personal delivery is made, whichever first occurs.

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

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12. This Agreement shall not be amended, nor any provision or breach hereof waived, except in writing signed by the parties.

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

"B&G CLUB"

BOYS & GIRLS CLUBS OF LONG BEACH, a California nonprofit corporation

By: Cheryl A. Fay  
Director

By: Barbara Butler  
Secretary

"CITY"

CITY OF LONG BEACH

By: Patrick H. West  
Assistant City Manager  
City Manager

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

This Agreement is approved as to form on 5/15, 2008.

ROBERT E. SHANNON, City Attorney

By: [Signature]  
Deputy

A08-00572

CITY OF LONG BEACHNONPROFIT ASSISTANCE PROGRAM

FILE NO.	69028	DATE	April 13, 2008
PARTICIPANT NAME	BOYS AND GIRLS CLUB		
ADDRESS	1835 W. Willard, Long Beach, CA		
PHONE NUMBER		CONTACT	

**CONTRACTOR'S GENERAL NOTES**

ALL LINE ITEMS ARE TO BE BID PER DAVIS / BACON WAGE REQUIREMENTS. ALL WORK TO BE PERFORMED SHALL BE IN CONFORMANCE WITH LONG BEACH CITY CODES AND REGULATIONS, CONTRACTOR IS RESPONSIBLE FOR PROPERTY LINE DESIGNATIONS, PROPERLY DESIGNED PLANS, SECURING PROPER BUILDING PERMITS, CONTRACTOR SHALL VERIFY ALL DIMENSIONS ON THE JOB SITE. OWNER TO SELECT ALL MATERIALS , COLORS AND TEXTURES.

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**WORK SCOPE**

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**SCOPE OF WORK:****I. Drainage Repairs:**

1. Provide survey and Civil Drawing for submittal to City of Long Beach, City Officials or Boys and Girls Clud to complete all permit processing. Pay Building Permit Fee.
2. Demo and haul away portions of existing landscaped area, sawcut two sections of concrete sidewalk, core drill for new piping.
3. Pour concrete at two sidewalk locations, around each yard drain.
4. New installation to include twelve drains total. Seven (7) drains along Willard in planter will be plastic boxes encased in concrete.
5. Replace damaged grass along west side. Owner to make all other repairs.
6. Repair small portion of damaged chain link fencing.
7. Provide all supervision, clean up, and trash bins. Wages to be Davis-Bacon.
8. Includes Overhead, Project Management, Insurance and Profit.
9. **Excludes** Plan Check corrections, Public Works permits and fees, work to e existing City catch Basin, landscaping along Willard Street, painting of building.

The Total Cost to complete the aforementioned work is **\$ 69,028.00**

**GRAND TOTAL..... \$ 69,028.00**

**CITY APPROVED  
AMOUNT..... \$ 61,256.00**

**AMOUNT TO BE PAID  
BY BOYS & GIRLS CLUBS  
TO CONTRACTOR..... \$ 7,772.00**

**ESTIMATED TIME OF COMPLETION IS 75 DAYS**