



Grant No. 20076.06 – Long Beach

**29779**

NON-CAPITAL

GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into by and between the AMATEUR ATHLETIC FOUNDATION OF LOS ANGELES (the "Foundation") and the CITY OF LONG BEACH, A MUNICIPAL CORPORATION (the "Grantee").

RECITALS

A. The Foundation, a California nonprofit public benefit corporation, is organized for the purpose of aiding and assisting, through contributions and otherwise, amateur sports programs, primarily for youth, in the Southern California area and desires to make a grant to the Grantee in furtherance of that purpose.

B. The Grantee is willing to accept such grant on the terms and conditions of this Agreement.

TERMS & CONDITIONS

In consideration of the facts recited above and the mutual covenants, conditions and representations set forth herein, the parties agree and covenant as follows:

1. Grant. Subject to the provisions of this Agreement, the Foundation hereby grants the sum of not more than **\$29,384.25** (the "Grant") to the Grantee for the purposes set forth on Schedule A attached hereto. The Foundation shall have no obligation, however, to segregate or set aside any funds or assets for the payment of the Grant. The Grantee shall use the Grant solely for the purposes, and for organizing, implementing and conducting the program (the "Program"), set forth on Schedule A attached hereto. Notwithstanding any other provision of this Agreement, the Grant shall be used only for charitable and educational purposes qualifying under Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), and neither the Grant nor the income therefrom may be used for purposes other than those so described. Subject to the provisions of Paragraphs 3 and 8 herein, the Grant shall be payable as set forth on Schedule B attached hereto. The Grantee covenants that it will hold all unexpended amounts of the Grant in interest-bearing bank accounts with the bank or banks set forth on Exhibit B attached hereto.

2. Program. As an inducement to the Foundation to make the Grant, the Grantee has previously submitted a written proposal (the "Proposal") to the Foundation, which Proposal includes a description of the Program. The Grantee acknowledges that the Grant is expressly made in reliance on the Proposal and a review of financial information and a final budget submitted by the Grantee. Accordingly, the Grantee shall notify the Foundation immediately, in writing, of any material change in the facts set forth in the Proposal or in any other information or document submitted to the Foundation. Without the advance written consent of the Foundation, the Grantee shall not expend any part of the Grant or interest thereon whether for any purpose or item in excess of the amount budgeted for such purpose or item on the final budget for the Program submitted by the Grantee to the Foundation.

3. Conditions to Grant. Except as such conditions may be waived in writing by the Foundation, the Foundation's obligations to make the Grant and, if the Grant is payable in installments, to pay each installment thereof shall be subject to each of the following conditions:

(a) All necessary approvals and consents to the payment of the Grant shall, to the satisfaction of the Foundation, have been obtained and not revoked.

(b) No legal, administrative or other proceeding shall be pending that questions the legality of the Grant.

(c) The conditions set forth on Schedule C attached hereto shall have been fully satisfied.

4. Covenants of Grantee. The Grantee covenants with the Foundation as follows:

(a) To repay any portion of the Grant which is not used for the purposes of the Grant.

(b) To submit to the Foundation full and complete at least periodic reports, not less frequently than annual, on the manner in which the Grant is spent and the progress made in accomplishing the purposes of the Grant.

(c) To maintain records of receipts and expenditures and to make its books and records relating to the Grant available to the Foundation at reasonable times.

(d) Not to use any of the Grant (i) to carry on propaganda, or otherwise to attempt, to influence legislation (within the meaning of Section 4945(d)(1) of the Code), (ii) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code), (iii) to make any grant which does not comply with the requirements of Section 4945(d)(3) or (4) of the Code or (iv) to undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Code.

(e) In the performance of this Agreement, the expenditure of the Grant and the organization, implementation and conduct of the Program (i) to comply with all applicable laws, regulations and union agreements to which it is bound and (ii) not to discriminate on the basis of race, color, national origin, age, sex, sexual orientation, marital status, creed, religion, citizenship, ancestry or political affiliation.

(f) Without the prior written approval of the Foundation, and except for salaries specifically identified in the Proposal, not to transfer or pay, whether or not for value, any portion of the Grant to (i) any person or entity who directly or indirectly controls, is controlled by or is under common control with the Grantee, (ii) any person or entity who is an officer, employee, partner or trustee of, or serves in a similar capacity with respect to, the Grantee or (iii) any person or entity of which the Grantee or any of its officers, employees, partners or trustees is the beneficial owner of 5% or more of the equity interests therein.

5. Representations of Grantee. The Grantee represents and warrants to the Foundation that:

(a) The Grantee is a municipal corporation located at 2760 Studebaker Road, Long Beach, California 90815, duly formed, validly existing and in good standing under the laws of the State of California, and has the legal power and authority to conduct its business, to own its properties and to execute and deliver, and to perform its obligations under, this Agreement.

(b) This Agreement has been duly authorized, executed and delivered by the Grantee, and constitutes a legal, valid and binding obligation of the Grantee for the benefit of the Foundation.

(c) All proceedings legally required to be taken by the Grantee in connection with the authorization of this Agreement and of the transactions related thereto, and all approvals, authorizations, consents and other orders of public boards or bodies as may be legally required to be obtained by the Grantee prior to the date hereof with respect to all or any of such matters, have been taken or obtained.

(d) The execution and delivery of this Agreement by the Grantee, and the performance by the Grantee of its obligations hereunder, do not (i) violate any provisions of the Articles of Incorporation, Bylaws or other governing instrument of the Grantee, (ii) violate any law, rule or regulation having applicability to the Grantee any order, writ, judgment, decree, determination or award to which the Grantee is a party or (iii) result in the breach of or constitute a default under any agreement, lease or instrument to which the Grantee is a party or by which the Grantee is bound.

(e) No audit, investigation, proceeding or other inquiry is pending by the Internal Revenue Service, the Franchise Tax Board or the Attorney General of any state with respect to the Grantee or any affiliated organization, and no legal, administrative or other proceeding is pending that questions the legality of the Grant, except as is disclosed on Schedule C attached hereto.

6. Publicity. All promotional and advertising materials, including announcements, brochures, publications, films, videotapes, exhibitions and visual materials, produced or authorized by the Grantee relating to the Program shall, to the extent directed by the Foundation, give credit to the Foundation at least as prominent as that given any other person, organization or entity which makes a grant or contribution of funds to the Grantee. The Foundation shall have the right, but not the obligation, to review in advance and approve the contents of all press announcements issued by the Grantee, the planning of all press events, and the contents of all promotional and advertising materials relating to the Grant and the Program. The Foundation may, in its discretion, also publish and distribute promotional materials relating to the Program and the Grant. Neither party shall have the right to use any symbol, logo, trade name or trademark of the other party without its advance written consent.

7. Reports and Records. The Grantee agrees to submit such reports, in addition to the reports required under Paragraph 4(b) hereof, as may be requested by the Foundation, in such form as the Foundation may prescribe at reasonable intervals, relating to the Grantee's performance of or ability to fulfill its obligations under this Agreement. Notwithstanding the foregoing, the Grantee shall timely submit such reports as are described on Schedule D attached hereto. The Grantee shall maintain complete, accurate and current records of all income and expenses relating to the Program and the Grant. During the term of this Agreement and at any time within five (5) years thereafter, the Grantee shall make such records available upon request to the Foundation for review, copying and audit. In addition, the Grantee agrees to cooperate fully with the Foundation, and to allow the Foundation and any person designated by it full and complete access to the facilities, activities and operations of the Grantee, for the purpose of auditing, monitoring and evaluating the Program, the Grant and the compliance of the Grantee with the terms and conditions of this Agreement.

8. Termination. The Foundation shall have the right to terminate this Agreement and the Grant in the event the Foundation determines that the Grantee (a) has misrepresented any material fact or supplied false or misleading material information to the Foundation in the Proposal or otherwise in regard to this Agreement or the Grant, (b) has diverted any payments made under this Agreement to a purpose other than that permitted hereunder, (c) has failed to maintain or provide any material records or reports required to be maintained or provided hereunder; (d) has failed to abide by any other term or condition of this Agreement or (e) has terminated, abandoned, cancelled or substantially altered, or is likely to terminate, abandon, cancel or substantially alter, the Program. Upon termination of this Agreement by the Foundation, the Foundation shall be relieved from making any further payments to the Grantee in regard to the Grant and, if such termination is pursuant to clause (a), (b), (c) or (e) above, may require the Grantee to refund any or all payments of the Grant theretofore made. The foregoing remedies of the Foundation are in addition to any other remedies provided by law, and all such remedies shall be cumulative and not exclusive.

9. No Liability. The Grantee shall indemnify, defend and hold the Foundation harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of or incident to the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Program by the Grantee. IN NO CASE SHALL THE FOUNDATION BE

LIABLE TO THE GRANTEE OR ANY THIRD PARTY FOR CONSEQUENTIAL DAMAGES. The Foundation shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee. It is expressly understood by the parties that no director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement or any subsequent agreement between the parties regarding the subject matter hereof. The parties agree that the liability of the Foundation hereunder shall be limited to the payment of the Grant pursuant to the terms and conditions of this Agreement. Any contracts entered into or other obligations or liabilities incurred by the Grantee in connection with the Program or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and the Foundation shall have no obligation or liability whatsoever thereunder or with respect thereto. The Grantee covenants that all contracts to which it shall become a party in regard to the Program and/or the Grant shall include the following clause:

"It is expressly agreed and understood that neither the Amateur Athletic Foundation of Los Angeles (the "Foundation") nor any director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement, and that the foregoing provisions concerning financial responsibility or liability shall be expressly included in and made a part of any and all agreements between the parties subsequent to this Agreement."

10. Insurance. As a public entity, the Grantee represents and warrants that (a) it is, and will continue to be, adequately insured or self-insured against all risks, including such risks as would be covered by fire and property damage, worker's compensation, automobile and comprehensive general liability insurance, with respect to the conduct of the Program and all other programs and activities of the Grantee and (b) the premises and facilities of third parties where the Grantee conducts and will conduct its programs and activities also are and will be so adequately insured, except as expressly set forth on Schedule C attached hereto by a program of insurance. Upon demand of the Foundation, the Grantee shall furnish to the Foundation the policy or policies of insurance or a certificate of insurance or self-insurance or either written evidence satisfactory to the Foundation, evidencing the insurance carried by or otherwise benefiting the Grantee. The Grantee covenants that it will cause the Foundation to be added as an additional insured on all applicable policies of insurance carried by the Grantee.

11. Other Provisions. This Agreement and the Proposal together constitute the entire agreement of the parties with respect to the subject matter hereof, and the provisions hereof and thereof have superseded any and all prior and contemporaneous agreements or understandings relating to the matters specifically addressed herein or therein. Failure or inability of either party to enforce any right hereunder shall not waive any right with respect to any other or future rights or occurrences, nor shall waiver of any condition or right in any instance be deemed a waiver of any condition or right in any other instance. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default or misrepresentation in connection with any of the provisions of

this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding in addition to any other relief to which it may be entitled. This Agreement and the Grantee's rights, duties and obligations hereunder may not be assigned by the Grantee without the prior written consent of the Foundation. Any attempt at assignment shall be void and a material breach of this Agreement by the Grantee. This Agreement has been negotiated, executed and delivered and will be performed in the State of California and shall be governed by and construed in accordance with its laws. The Schedules attached hereto are incorporated herein by reference and made a part of this Agreement as if fully set forth herein.

12. Amendments and Modifications. This Agreement may be amended or modified only by a written instrument executed by the Foundation and by the Grantee. Notwithstanding the foregoing, modifications to the scope of the Program, alterations in the funding schedule, revisions to the Proposal and other changes to the terms and conditions of this Agreement set forth on the Schedules attached hereto may be effectuated by the substitution of replacement Schedule(s), provided that such replacement Schedule(s) are executed by both the Foundation and the Grantee.

13. Termination of Grant. The Grantee covenants to execute and deliver to the Foundation a termination letter in the form attached hereto as Exhibit "1" upon completion of the program.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement on July 5, 2006.

**GRANTEE:**

CITY OF LONG BEACH  
A MUNICIPAL CORPORATION

By: Christine J. Shippey  
Gerald R. Miller  
City Manager

**ASSISTANT**

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

**FOUNDATION:**

AMATEUR ATHLETIC FOUNDATION  
OF LOS ANGELES

By: Anita L. DeFrantz  
President

APPROVED AS TO FORM

5/31, 20 06  
ROBERT E. SHANNON, City Attorney

BY: [Signature]  
SENIOR DEPUTY CITY ATTORNEY

**SCHEDULE A**

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## SCHEDULE A

### DESCRIPTION OF PROGRAM AND PURPOSES:

The purpose of SUMMER SWIM 2006 is to augment the City of Long Beach's swim lesson program at four (4) pools. The grant will provide scholarships, equipment and training necessary for the program. The goals of SUMMER SWIM 2006 are to reach 505 youngsters, ages 7 to 17. As a competitive component for SUMMER SWIM 2006, qualified participants will be able to compete in any one of the following competitions: Summer Swim Festival, Diving Festival, Synchronized Swim Festival and the Water Polo tournament.

The proposal attached hereto is incorporated herein by this reference. The term of this Grant will commence at the signing of this agreement and conclude September 30, 2006.

Long Beach

**Summer Swim Grant Budget - Long Beach**

Staff	\$	1,848.00
Scholarships	\$	27,440.00
Equipment	\$	-
Staff Shirts.Hats	\$	96.25
<hr/>		
<b>TOTAL -</b>	<b>\$</b>	<b>29,384.25</b>

~~██████████~~                      ~~████████████████████~~  
~~██████████~~                      ~~████████████████████~~

**2006 AAF Summer Swim  
Personnel Expenses**

Make copies if additional space is needed

	<b>Position Title</b>	<b>No. of Hours</b>	<b>Cost per Hour (Include benefits)</b>	<b>Total Cost</b>
1	recreation Leader Specialist VI	66	\$ 14.00	\$ 924.00
2	Lifeguards (workshops)	66	\$ 14.00	\$ 924.00
3				\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
11	<b>TOTAL PERSONNEL</b>			\$ <b>1,848.00</b>

**2006 AAF Summer Swim  
Scholarships**

<b>Summer Swim Scholarships</b>	<b>No. of Scholarships</b>	<b>Cost per Scholarship</b>	<b>Total Scholarship Request</b>
Swim Lessons	270	\$ 32.00	\$ 8,640.00
Swim Teams	110	\$ 80.00	\$ 8,800.00
Dive Teams	65	\$ 80.00	\$ 5,200.00
Water Polo	40	\$ 80.00	\$ 3,200.00
Synchronized Swim Team	20	\$ 80.00	\$ 1,600.00
<b>TOTAL SCHOLARSHIPS</b>	<b>505</b>		<b>\$ 27,440.00</b>

**2006 Summer Swim  
Staff Shirts and Hats**

<b>Item Description</b>	<b>Qty.</b>	<b>Price per Unit</b>	<b>Total</b>
<b>Staff Lifeguard Shirts*</b>			
Small	5	\$ 3.85	\$ 19.25
Medium	10	\$ 3.85	\$ 38.50
Large	10	\$ 3.85	\$ 38.50
XL		\$ 3.85	\$ -
XXL		\$ 5.85	\$ -
<b>Staff Lifeguard Hats*</b>			
Small		\$ 4.00	\$ -
Medium		\$ 4.00	\$ -
Large		\$ 4.00	\$ -
XL		\$ 4.00	\$ -
XXL		\$ 4.00	\$ -
<b>TOTAL SHIRTS AND HATS</b>			\$ 96.25

\*The AAF reserves the right to choose a different vendor than the one recommended by the agency.



FEB 13 2006

# CITY OF LONG BEACH

Department of Parks, Recreation and Marine

2760 N. Studebaker Road, Long Beach, CA 90815-1697

(562) 570-3100 • FAX (562) 570-3109

www.lbparks.org

February 10, 2006

Mr. Jalal Hazzard, Program Officer  
Amateur Athletic Foundation  
2141 West Adams Blvd.  
Long Angeles, CA 90018-2040

Dear Mr. Hazzard:

In response to the Amateur Athletic Foundation's recent request for proposals, Long Beach Department of Parks, Recreation and Marine would like to present the following proposal for the AAF 2006 Summer Swim Program.

The 2006 Summer Swim Program will be conducted at the following locations: Martin Luther King, Jr. Pool, Silverado Pool, Belmont Plaza Pool, and Millikan High School Pool. The proposal provides scholarship opportunities for a total of 505 children at four (4) locations within our city.

The following information represents funding needs for the Learn to Swim program.

Location	Scholarships Requested	Total Requested
Martin Luther King, Jr. Pool	100 children x \$32	\$3,200
Silverado Pool	100 children x \$32	3,200
Millikan High School Pool	70 children x \$32	2,240
	<b>Total Scholarships: 270</b>	<b>\$8,640</b>

The following information represents funding needs for the 10-week Swim Team program.

Location	Scholarships Requested	Total Requested
Martin Luther King, Jr. Pool	20 children x \$80	\$1,600
Silverado Pool	20 children x \$80	1,600
Millikan High School Pool	20 children x \$80	1,600
Belmont Plaza Pool	50 children x \$80	4,000
Paid Release Time	8 coaches x \$14 x 3 hrs.	336
	<b>Total Scholarships: 110</b>	<b>\$9,136</b>

In addition to the Swim Lesson and Swim Team program, we propose the following for the 2006 AAF Diving Program.

The following information represents our funding needs for the 10-week Diving program.

Location	Scholarships Requested	Funding Requested
Martin Luther King, Jr. Pool	15 children x \$80	\$1,200
Silverado Pool	15 children x \$80	1,200
Millikan High School Pool	15 children x \$80	1,200
Belmont Plaza Pool	20 children x \$80	1,600
Paid Release Time	6 coaches x \$14 x 3 hrs.	252
	<b>Total Scholarships: 65</b>	<b>\$5,452</b>

*"We create community and enhance the quality of life through people, places, programs and partnerships"*

Mr. Jalal Hazzard  
January 13, 2004  
Page 2

The following represents our funding request for the 10-week Water Polo program.

Location	Scholarships Requested	Funding Requested
Belmont Plaza Pool	40 children x \$80	\$3,200
Paid Release Time	2 coaches x \$14 x 6 hrs.	168
	<b>Total Scholarships: 40</b>	<b>\$3,368</b>

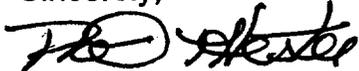
The following information represents our funding request for the 10-week Synchronized Swimming program.

Location	Scholarships Requested	Funding Requested
Belmont Plaza Pool	20 children x \$80	\$1,600
Paid Release Time	2 coaches x \$14 x 6 hrs.	168
	<b>Total Scholarships: 20</b>	<b>\$1,768</b>

<b>Funding Requested Summary:</b>		
Swim Lesson Program	270 participants	\$8,640
Swim Teams	110 participants	9,136
Dive Teams	65 participants	5,452
Water Polo Team	40 participants	3,368
Synchronized Swim Team	20 participants	1,768
AAF Staff Shirts	25 shirts	100
	<b>GRAND TOTAL</b>	<b>\$28,464</b>

We are not including an equipment request in the 2006 proposal. We appreciate the Amateur Athletic Foundation's willingness to consider these needs. If you have any questions, please do not hesitate to contact Lori Jarmacz, Aquatics Supervisor IV, at (562) 570-1809. In addition, if this proposal meets your approval, please send the grant agreements directly to Ms. Jarmacz at 4000 Olympic Plaza, Long Beach, CA 90803 for processing.

Sincerely,



Phil T. Hester  
Director of Parks, Recreation and Marine

PTH:LJ

Chrissy Marshall, Bureau , Community Recreation Programs  
Sherri Nixon-Joiner, Superintendent, Community Recreation Programs  
Lori Jarmacz, Aquatics Supervisor IV

**2006 AAF Summer Swim  
Scholarships**

<b>Summer Swim Scholarships</b>	<b>No. of Scholarships</b>	<b>Cost per Scholarship</b>	<b>Total Scholarship Request</b>
Swim Lessons	270	\$32	\$8,640
Swim Teams	110	\$80	\$9,136
Dive Teams	65	\$80	\$5,452
Water Polo Team	40	\$80	\$3,368
Synchronized Swimming Team	20	\$80	\$1,768
<b>TOTAL SCHOLARSHIPS</b>	<b>505</b>		<b>\$28,364</b>

**ATTACHMENT A**

**2006 AAF Summer Swim  
Personnel Expenses**

<b>Position Title</b>	<b>No. of Hours</b>	<b>Cost per Hour (include benefits)</b>	<b>Total Cost</b>
<b>Recreation Leader Specialist VI</b>	<b>66</b>	<b>\$14</b>	<b>\$924</b>
<b>TOTAL PERSONNEL</b>	<b>66</b>		<b>\$924</b>

**2006 AAF Summer Swim  
Staff Shirts and Hats**

<b>Item Description</b>	<b>Qty.</b>	<b>Price per Unit</b>	<b>Total</b>
<b>Staff Lifeguard Shirts</b>			
Small	5	\$3.85	
Medium	10	\$3.85	\$19.25
Large	10	\$3.85	\$38.50
XL		\$3.85	\$38.50
XXL		\$5.85	
<b>Staff Lifeguard Hats</b>			
Small		\$4.00	
Medium		\$4.00	
Large		\$4.00	
XL		\$4.00	
XXL		\$4.00	
<b>TOTAL SHIRTS AND HATS</b>	<b>25</b>	<b>SHIRTS ONLY</b>	<b>\$96.25</b>

**ATTACHMENT C**

**SCHEDULE B**

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SCHEDULE B

The funding schedule set forth below constitutes an estimate of the Grantee's need for funds based upon the Proposal. The amounts and timing of the payment of installments of the Grant as set forth in such funding schedule are subject to change, in the discretion of the Foundation, in the following circumstances:

1. Reports required by Paragraph 7 of the Grant Agreement and/or by Schedule D attached thereto are not submitted in a timely manner or with all required information.
2. The Program is modified, enhanced, reduced or otherwise altered in any substantive manner without the prior written approval of the Foundation.
3. The Foundation determines that cost savings may be achieved through utilization of other resources or the Foundation's purchase requisition procedures for equipment and other items required by the Program.

FUNDING SCHEDULE:

<u>Amount</u>	<u>Date</u>
\$23,288.00	June 15, 2006
\$5,000.00	July 30, 2006
\$1,000.00	September 15, 2006

The Additional \$96.25 are funds that benefit the City of Long Beach and is a direct payment for equipment and T-shirts made directly to vendors by the Foundation bringing the Grant total to \$29,384.25.

BANK(S) IN WHICH GRANT FUNDS ARE TO BE HELD:

ACCOUNT #: [REDACTED]

MAIL CHECK TO:

City of Long Beach  
Attn: Phil T. Hester  
Director of Parks, Recreation and Marine  
2760 Studebaker Road  
Long Beach, CA 90815

**SCHEDULE C**

2

SCHEDULE C

ADDITIONAL CONDITIONS PRECEDENT TO GRANT:

Pursuant to the provisions of Section 10, Terms and Conditions and Schedule C, Additional Conditions Precedent of the Grant Agreement between the Amateur Athletic Foundation and the City of Long Beach, the City of Long Beach hereby agrees to:

1. Waive all claims and recourse against the Foundation including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of the Foundation, its officers, agents and employees.
2. Indemnify, hold harmless and defend the Foundation, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the performance of the Program except for liability arising out of the concurrent or sole negligence of the Foundation, its officers, agents or employees.
3. The Foundation shall be named as an additional insured on the Grantee's liability insurance policy and provide Foundation with a certificate of insurance.
4. At the option of the City, such insurance may be provided through self-insurance and the Foundation will accept the City's Certificate of Self-Insurance as evidence of such coverage.

**SCHEDULE D**

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SCHEDULE D

REPORTS TO BE FURNISHED:

I. PROGRESS REPORTS\*

A. Interim Progress Report due:

July 30, 2006

II. FINAL REPORT\*\*

A. Final Report due:

September 15, 2006

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\* Progress Reports must include, at a minimum, a written narrative addressing the progress of all phases of program development and a detailed accounting of expenditures to date and any available statistics or evaluative data on the program. Progress Report forms will be supplied.

\*\* Final Report must be a complete review and report of the program including all statistical data, evaluation results expenditures.

**SCHEDULE E**

## SCHEDULE E

### OTHER TERMS AND CONDITIONS:

The Amateur Athletic Foundation shall have the right to approve all publicity in advance of publication and Grantee shall submit to the Foundation any proposed materials for approval prior to their release.

All temporary or permanent signage shall be recommended and approved by Foundation. Foundation and Grantee shall mutually agree on proper name recognition for Foundation on equipment purchased with grant funds.

Grantee shall participate in the Foundation's Coaching Program by making arrangements with Foundation for the Grantee's coaches to attend a Coaching Workshop.

**SAMPLE**

**EXHIBIT "1"**

**Installment Non-Capital Expenditure**

Re: Program No. 20076.06 – Long Beach

Dear Sir or Madam:

This letter has reference to that certain Grant Agreement [the "Grant Agreement"] and any modifications or alterations thereto dated \*\*\*\*\* between the Amateur Athletic Foundation of Los Angeles (the "Foundation") and the CITY OF LONG BEACH, A MUNICIPAL CORPORATION (the "Grantee"). Capitalized terms used herein without further definition have the meanings specified in the Grant Agreement.

In consideration of the payment by the Foundation of the final installment of the Grant under the Grant Agreement:

1. The Grantee hereby reaffirms all of its executory obligations and duties under the Grant Agreement, including, but not limited to, its obligation to indemnify, defend and hold the Foundation harmless from liabilities and losses pursuant to Paragraph 9 of the Grant Agreement, without setoff or other defense.

2. The Grantee represents and warrants that, in the performance of the Grant Agreement and in the planning, arrangement, implementation, sponsoring and conduct of the program, no losses, injuries or damages were sustained by or to any person or property that have not been reported in writing to the Foundation.

3. The Grantee represents and warrants (a) that no audit, investigation, proceeding or other inquiry is pending by the internal Revenue Service, the Franchise Tax Board, the Attorney General of any state or any other governmental agency with respect to the Grantee or any affiliated organization and (b) that no legal, administrative or other proceeding is pending that concerns the Grant or the Program.

4. The Grantee acknowledges and confirms (a) that, upon payment of the final installment of the Grant, the Foundation has no further duty or obligation to the Grantee and (b) that no officer, director, employee or other representative of the Foundation had made any statement, representation or warranty that the Grant will be renewed or extended.

5. The Grantee represents and warrants that all promotional and advertising materials produced or authorized by the Grantee relating to the Program have given appropriate credit to the Foundation as required by the Grant Agreement. The Grantee confirms that all future promotional and advertising material produced or authorized by the Grantee relating to the Program will give appropriate credit to the Foundation as required by the Grant Agreement.

6. The Grantee represents and warrants that all contracts to which it has become a party in regard to the Program and/or the Grant are listed on Annex A attached hereto and include the language required by Paragraph 9 of the Grant Agreement.

7. The Grantee represents and warrants that the Grant has been expended solely for the purposes set forth in the Grant Agreement.

8. The Grantee agrees to repay any portion of the Grant which is not used for the purposes set forth in the Grant Agreement.

The Foundation shall be entitled to rely on the foregoing representations, warranties, confirmations, acknowledgments and agreements in disbursing the final installment of the Grant.

Sincerely yours,

AMATEUR ATHLETIC FOUNDATION OF LOS ANGELES

Executed by: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_