

1 IMPROVEMENT AGREEMENT AND LICENSE

2 (Southwest Corner of Spring Street and Atlantic Avenue)

3 35045

4 THIS IMPROVEMENT AGREEMENT AND LICENSE ("Agreement") is  
5 entered into this 1st day of May 2018 between the CITY OF LONG BEACH ("City") and  
6 Gregory Gill ("Owner").

7 THE PARTIES AGREE AS FOLLOWS:

8 1. Property Beautification / Improvement Project. City agrees to cause  
9 the improvements described in Attachment No. 1 (the "Project") to be constructed on  
10 property owned by Owner and located at the southwest corner of Spring Street and Atlantic  
11 Avenue (APNs: 7207003030, 7207003031, 7207003032, 7207003033, 7207003034,  
12 7207003035, and 7207003045) Long Beach, California 90805-1439 (the "Property"). City  
13 agrees to construct the Project, provided that:

14 A. Owner first reviews and approves of the plans and estimated  
15 costs for the Project in writing.

16 B. Owner agrees to pay twenty-five percent (25%) of all Project  
17 design and installation costs, in a lump sum not to exceed \$10,000, within thirty (30)  
18 days following notification from City that the Project installation is complete.

19 2. Maintenance. City shall maintain and/or water that portion of the  
20 Project along the perimeter of the Property adjoining public right-of-way, to a depth of five  
21 feet, in a manner necessary to keep any and all structures in good condition and repair and  
22 any and all landscaping alive and well-kept. Owner shall maintain the balance of the  
23 Project and the Property in a manner necessary to keep any and all structures in good  
24 condition and repair and any and all landscaping alive and well-kept. In the event Owner  
25 fails to maintain that portion of the Project for which its responsible in a condition  
26 reasonably acceptable to City, then Owner shall cooperate with City and allow City ongoing  
27 access to the Project for purposes of Project Maintenance as City deems necessary.

3. City Responsibilities. City shall:

A. Review and approve the bid package and instructions to be sent to prospective bidders on the construction of the Project.

B. Award a contract for the Project to the successful bidder ("General Project Contractor"), and administer that contract in accordance with applicable Federal, State and City requirements.

C. Approve and disburse payments to the Project General Contractor pursuant to its contract with City.

D. Monitor the Project, but City shall not be responsible for any other rehabilitation-related work on the Property.

4. Right of Entry. Owner shall grant City and Project General Contractor the right of access to the Property to prepare and perform the Project.

5. Indemnification. Owner agrees to, and shall, defend, indemnify and hold City harmless from and against all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss and damage whatsoever caused to any person or to the property of any person which shall occur on or adjacent to the Property and which shall be directly or indirectly caused by any acts done thereon or any errors or omissions of Owner and its agents, servants, employees and contractors. City agrees to, and shall, defend, indemnify and hold Owner harmless from and against all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss and damage whatsoever caused to any person or to the property of any person which shall occur on or adjacent to the Property and which shall be directly or indirectly caused by any acts done thereon or any errors or omissions of City and its agents, servants, employees and contractors.

6. Termination. In the event the bids for the Project exceed the funds available for the Project, City (at any time prior to the commencement of the Project) may terminate this Agreement. Such termination will be effective upon City's delivery of written

1 notice to Owner. Thereafter either party may terminate this upon thirty (30) days advance  
2 written notice to the other. Upon such termination, City shall, at no cost or expense to the  
3 Owner, remove the Project improvements within sixty (60) days of termination, unless  
4 instructed otherwise by Owner. Owner shall release City from any liability to Owner  
5 resulting from damage to the Property caused by the removal of the Project improvements.

6           7.     Local, State and Federal Laws. In connection with the Project, Owner  
7 shall comply with all laws, ordinances, rules and regulations pertaining to the Project,  
8 including specifically but not limited to Chapter 2.72 of the Long Beach Municipal Code,  
9 Title 24 of the Code of Federal Regulations ("CFR") as it pertains to the use of Community  
10 Development Block Grant funds, Executive Order 11246 of September 24, 1965 entitled  
11 "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13,  
12 1967 and as supplemented in 41 CFR Chapter 60, the Copeland "Anti-Kickback" Act (18  
13 U.S.C. 874) as supplemented in 29 CFR Part 3, Section 306 of the Clean Water Act (33  
14 U.S.C. 1368), Executive Order 11738, Sections 103 and 107 of the Contract Work Hours  
15 and Safety Standards Act (40 U.S.C. 327-330), EPA regulations at 40 CFR Part 15, any  
16 energy efficiency standards contained in a state energy conservation plan issued in  
17 compliance with the federal Energy Policy and Conservation Act.

18           8.     Obligation to Refrain from Discrimination. There shall be no  
19 discrimination against any employee or applicant for employment because of race, religion,  
20 national origin, color, age, gender, sexual orientation, gender identity, AIDS, HIV status,  
21 handicap or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or  
22 enjoyment of the Property, or any part of it, nor shall Owner or any person claiming under  
23 or through it establish or permit any such practice or practices of discrimination or  
24 segregation with reference to the selection, location, number, use or occupancy of tenants,  
25 lessees, subtenants, sublessees, or vendees of the Property.

26           9.     Successors and Assigns. This Agreement shall be binding on all  
27 heirs, successors and assigns of the parties.  
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1                   10.    Entire Agreement. This Agreement constitutes the entire agreement  
2 between the parties and supersedes any previous agreements, written or oral.

3                   11.    Notices. Formal notices, demands and communications between the  
4 parties will be sufficiently given if dispatched by registered or certified mail, postage  
5 prepaid, return receipt requested to the principal offices of City and Owner. Such notices  
6 shall be addressed as follows:

7                   To City:     City of Long Beach  
8                                 333 West Ocean Boulevard, 3rd Floor  
9                                 Long Beach, CA 90802  
10                   Attn: Director of Development Services


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12                   To Owner:   Gregory Gill  
13                                 5000 Spring Street, Suite 600  
14                                 Long Beach, CA 90815

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19                                 [signatures on following page]  
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OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664


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CITY AND OWNER have executed this Agreement as of the date first stated  
above.

August 6<sup>th</sup>, 2018   
Gregory Gill

"Owner"

CITY OF LONG BEACH, a municipal  
corporation

9/7/, 2018 By   
City Manager Tom Modica

"City"

Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

Approved as to form on September 12, 2018.

CHARLES PARKIN, City Attorney

By   
Deputy



ATTACHMENT NO. 1

SCOPE OF WORK OF PROJECT

**Fencing:**

- Furnish and install 400' lineal feet of two rail PVC ranch-style rail fencing
- 1 ½" x 5" x 16' rails and 5'x5' posts
- Install 140' lineal feet of 6' high wind screen

**Landscaping:**

- Install 48 drought tolerant plants
- Install mulch at front and back of fencing
- Weekly watering of drought tolerant plants

**Other:**

- General conditions, contract dig alert, mobilize, site services and demobilize
- Equipment and labor to drill post holes for plants
- Purchase plants (12 Penstemon Margarita Bop, 24 Westringia Rosmariniformis and 12 Carex Tumulicola
- Labor and material to purchase and install mulch

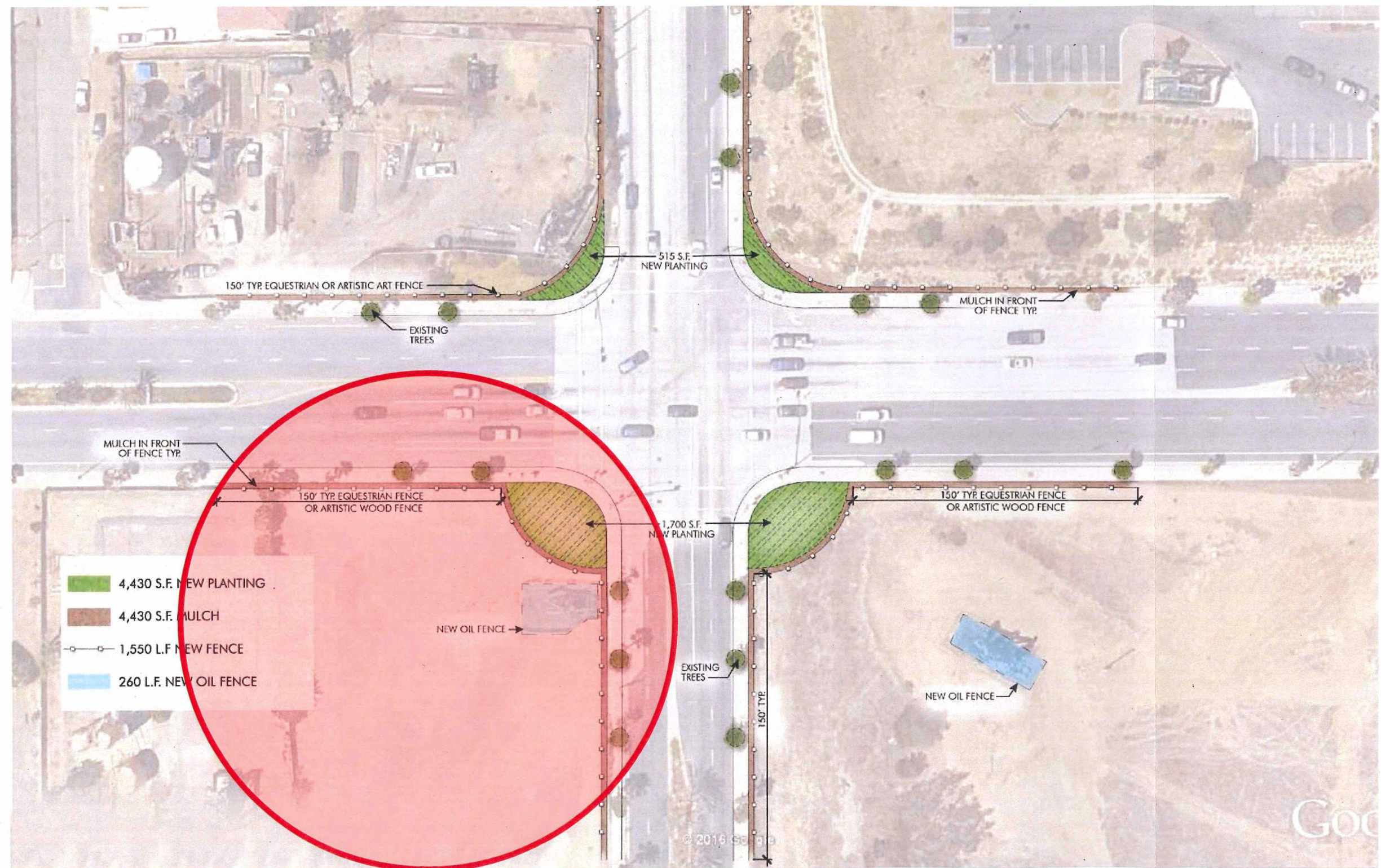
**Exclusions**

*New chain link fence material; any green screen or existing chain link fence at the site; excavation with heavy equipment (bobcat and mini excavator); bonds; any permits; irrigation system; warrant or guarantee of plants post planting at this location; saw cutting concrete and removal of any concrete or existing obstructions in the work area; delays caused by any site condition that prevents the use of digging with hand tools to install and plants; landscape boulders; trees; and delays caused by others.*

**Rendering of proposed work:**







Atlantic at Spring: Aerial of Intersection





Atlantic at Spring: Southwest Corner Before





Atlantic at Spring: Southwest Corner After