

GRANT AGREEMENT

This Grant Agreement ("Agreement") is entered into effective October 1, 2019, by and between the CITY OF REDONDO BEACH, a chartered municipal corporation (the "City") on the one hand, and DA SILVA LINING LLC, a California limited liability company (the "Grantee"), a business located at 2322 Artesia Boulevard ("Project Property"), on the other hand. The foregoing are collectively referred to as the "Parties."

RECITALS

WHEREAS, the City has established a Commercial Storefront Improvement Program (the "Program") pursuant to the adopted Commercial Storefront Improvement Program Guidelines ("Program Guidelines") for the public purpose of encouraging the improvement and revitalization of the exterior façades of existing commercial buildings in the Artesia Boulevard and Aviation Boulevard commercial corridors;

WHEREAS, the Program is administered by the City and funded by the General fund;

WHEREAS, the Project Property is a commercial business located within the Artesia Boulevard Commercial Corridor [or the Aviation Boulevard Commercial Corridor] and is eligible for participation in the Program;

WHEREAS, the City agrees to reimburse the Grantee for a percentage of eligible costs for the completion of storefront improvements at the Project Property as described in Exhibit A;

WHEREAS, the Grantee desires to participate in the Program pursuant to the terms and provisions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, and upon acknowledgement of each of the Parties of the receipt of valuable consideration, it is agreed as follows:

SECTION 1: GRANT FUNDING

The City agrees to reimburse the Grantee for 50% of eligible costs associated with the completion of storefront improvements at the Project Property in an amount not to exceed \$4,006.75, upon submittal of all properly executed and notarized forms set forth in Section 4 of this Agreement, and upon the City's approval of all costs.

The improvement costs that are eligible for City reimbursement include all labor, materials, equipment, and other contract items necessary for the proper execution and completion of the scope of work as shown on the plans, design drawings, specifications and estimates approved by the City. Such plans, design drawings, specifications, and estimates are attached hereto as **Exhibit A**.

SECTION 2: WORK COMPLETION

Grantee agrees that all work will be completed by a licensed contractor within 180 days of the date of this Agreement, unless otherwise authorized by the City. The City's program

coordinator, or an authorized representative, shall periodically review the progress of the contractor's work on the storefront improvement pursuant to this Agreement. Grantee agrees to allow the City or its agents access to buildings and the storefront improvements at the Project Property, when convenient to all parties, for inspection of the Storefront Improvement Program work. Such inspections shall not replace any required permit inspections by the City's Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the Grantee and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of the Agreement.

SECTION 3: FAILURE TO COMPLETE WORK

If the Grantee, or his/her designated contractor should fail to complete the approved improvements provided for herein, in conformity with the approved plans and specifications, or within the terms of this Agreement, the City's financial obligation shall cease.

SECTION 4: REIMBURSEMENT REQUIREMENTS

Upon completion of the improvements by the Grantee, and upon final inspections by the City, the Grantee shall submit to the City the following properly executed and notarized forms: 1) owner's sworn statement; 2) a statement by the architect for design work (if applicable); 3) contractor's sworn statement showing the full cost of the work and each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work; and 4) proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. If applicable, the Grantee shall also submit to the City a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The City shall prepare a reimbursement request for the Grantee within sixty (60) days of receiving a completed owner's statement, architect's statement (if applicable), contractor's statement, proof of payment and final lien waivers, for the approved costs as set forth in Section 1. Failure by the Grantee to submit all required documents (or), to comply with the provisions of this Agreement, (or) complete all improvements in accordance with the approved plans and specifications in the time specified will be deemed a breach of this Agreement.

SECTION 5: MAINTENANCE OF WORK, REMEDIES FOR BREACH

Upon completion of the work pursuant to this Agreement and for the duration of the Term (defined below), the Grantee and any subsequent operator of the Project Property, such as a new lessee, shall properly maintain the completed work in finished form and without change or alteration. The foregoing maintenance obligations shall include all such obligations set forth in the Program Guidelines. For the duration of the Term, the Grantee and any subsequent operator of the Project Property shall not enter into any contract for or take any other steps to alter, change or remove any or all of the completed work, nor shall the Grantee or any subsequent transferee undertake any other changes, by contract or otherwise, to the improvements made in performing the work, unless the proposed changes are first reviewed and approved by the City. Approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement.

In the event the Grantee or any subsequent operator breaches this Section 5 (Maintenance of Work), the City may thereupon recover the entire amount of the grant from the Grantee and/or



the subsequent operator of the Project Property, together with reasonable attorney fees and costs incurred in enforcing this provision.

In the event the Project Property is sold within three (3) years of this Agreement, the property owner, whether they are the original applicant or not, agrees to repay the City a prorated amount equal to the proportion of the three (3) years remaining, rounded to the nearest year.

SECTION 6: INDEMNIFICATION

To the maximum extent permitted by law, the Grantee hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of the Grantee's performance or work hereunder (including any of its officers, agents, employees, Contractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. The Grantee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Grantee or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against the Grantee because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
- b. Waiver of Right of Subrogation. The Grantee, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

SECTION 7: ADDITIONAL WORK

Nothing contained in this Agreement is intended to limit, restrict, or prohibit the Grantee from undertaking additional work in or about the subject premises, which is unrelated to the approved improvements provided for in this Agreement.

SECTION 8: TERM

This agreement shall be binding upon the City and upon the Grantee and his/her successor(s) to the Project Property for a period of three (3) years after the execution of this Agreement. It shall be the responsibility of the Grantee to inform subsequent owner(s)/lessee(s) of the Project Property of the provisions of this Agreement.

SECTION 9: GRANT FORFEITURE

The Grantee acknowledges that he/she will forfeit the grant for failure to pay any outstanding fees or taxes to the City of Redondo Beach or for failure to correct any violations of city codes and ordinances on the property in question or on any other property within the limits of the City



of Redondo Beach that is owned by Grantee during said three (3) year period.

IN WITNESS THEREOF, the parties have executed this Grant Agreement as of the day and year set forth above.

CITY OF REDONDO BEACH
a chartered municipal corporation

By: _____
William C. Brand, Mayor

By: _____
Eleanor Manzano, City Clerk

APPROVED AS TO FORM

Michael W. Webb, City Attorney

DA SILVA LINING LLC
a California limited liability company

By: _____
Ricardo Da Silva Raposo, Managing Member

Consent of Property Owner:

Property Owner has read the foregoing Agreement and consents to the proposed improvements as described.

By: _____
The F. Cardinal Coate and Lorna F. Coate Trust,
Property Owner
Lorna Coate

Exhibit A

The City agrees to reimburse the Grantee for a percentage of eligible costs for the completion of storefront improvements at the Project Property as described in the Scope of Work below and as shown in the following photos and estimates:

<u>Improvement</u>	<u>Cost</u>
Re-cover existing awning frame	\$3,580.00
Replace existing light fixtures in awning	\$2,260.00
Replace cover underneath awning	\$650.00
Vinyl signage for windows	\$795.00
Estimated Project Cost:	\$7285.00
Contingency (10%):	\$728.50
Total Project Cost:	\$8,013.50
Total Grant Funds Approved:	\$4,006.75

FW: SGNVERTISE - ESTIMATE FOR EXTERIOR SIGNAGE - 6-19-19

signvertise <signvertise@verizon.net>

Wed, Jun 19, 2019 at 9:28 AM

To: Artesia Fresh Produce Market <artesiafreshpm@gmail.com>

SIGNVERTISE

1301 S. PACIFIC COAST HWY

REDONDO BEACH - CA 90277

Attn: Ricardo Raposo

Artesia Fresh Product Market.

As per our conversation below please find prices requested:

1- To recover existing awning frame in front of building with logo placed on the front of the awning.

Price \$ 3,580.00 + tax

2- For the lighting under the awning to replace all lamps on existing fixture and replace qty:12 ballasts.

Price \$2,260.00 + tax

3- to install new covers at bottom of existing awning. Price \$650.00 + tax

4- Front window to cover whole window with digital print full color print vinyl. Price \$795.00 + tax

(art work supplied by customer ready to print or we can do it once know what you want; computer set up will apply)

Thank you and any question please let me know. To proceed with order we need info from you and 50% deposit.

sincerely,

Douglas



