

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

AGREEMENT

**31744**

1  
2  
3 THIS AGREEMENT is made and entered, in duplicate, as of May 17, 2010  
4 for reference purposes only, pursuant to a minute order adopted by the City Council of  
5 the City of Long Beach at its meeting on May 4, 2010, by and between LONG BEACH  
6 PONY BASEBALL, INC., a California corporation, whose address is PO Box 92973, Long  
7 Beach, California 90809 ("LB Pony"), and the CITY OF LONG BEACH ("City"), a  
8 municipal corporation.

9 WHEREAS, LB Pony desires to donate an electrical scoreboard to the City  
10 along with materials, supplies and labor related to the installation and on-going  
11 maintenance ("Project"); and

12 WHEREAS, because the work is on public property, the City desires to  
13 enter this Agreement relating to the installation of the scoreboard as part of the donation;  
14 and

15 WHEREAS, the City desires to supervise the work related to this Project;

16 NOW, THEREFORE, in consideration of the mutual terms and conditions of  
17 this Agreement, the parties agree as follows:

18 1. LB Pony shall donate an electronic scoreboard similar to the one  
19 shown on Exhibit "A" attached hereto and the labor for installation of the scoreboard, and  
20 the City accepts same. LB Pony shall comply or cause its contractor to comply with all  
21 applicable laws and regulations with respect to the installation, including maintaining a  
22 safe environment for members of the public in the vicinity of the work.

23 2. The parties acknowledge and agree that LB Pony is engaged in the  
24 Project as a volunteer and not as employees, representatives or agents of the City.  
25 Furthermore, the City will not provide workers' compensation to, for or on behalf of LB  
26 Pony or anyone performing work for LB Pony, nor will the City provide the usual and  
27 customary rights, benefits or privileges of City employees. Supervision by the City of the  
28 Project shall not be deemed to change the status of LB Pony from volunteer to any other

1 relationship with the City nor be deemed to impose any liability on the City.

2 3. The term of this Agreement shall commence at midnight on May 17,  
3 2010 and shall terminate at 11:59 p.m. on August 31, 2010.

4 4. If there is any claim relating to the payment of wages arising from  
5 any work related to the Project, then LB Pony agrees to and shall pay all costs,  
6 expenses, penalties, payment of wages, interest, and other charges related to such  
7 claim, including attorney's fees and court or administrative costs and expenses.

8 5. This Agreement shall be binding on and inure to the benefit of the  
9 parties and their successors, heirs, personal representatives, transferees, and assignees.

10 6. In addition to any other indemnity obligations of stated herein, LB  
11 Pony shall defend, indemnify and hold the City, its officials and employees harmless from  
12 and against any and all claims, demands, causes of action, losses, damages, liabilities,  
13 costs and expenses (including attorney's fees and court costs) which may be asserted  
14 against the City arising from this Agreement.

15 7. Any notice given with respect to this Agreement shall be in writing  
16 and personally delivered or deposited in the U.S. Postal Service, first class, postage  
17 prepaid, to LB Pony at the address first stated above, and to the City at 2760 Studebaker  
18 Road, Long Beach, California 90815 Attn: Director, Parks, Recreation and Marine.  
19 Notice shall be deemed given on the date when personal delivery is made or on the date  
20 of deposit in the mail, whichever first occurs. Notice of change of address shall be given  
21 in the same manner as other notices.

22 8. This Agreement shall not be modified except in a formal written  
23 amendment that refers to this Agreement. This Agreement shall be governed by and  
24 construed pursuant to the laws of the State of California. This Agreement constitutes the  
25 entire understanding between the parties and supersedes all other agreements, oral or  
26 written, with respect to the subject matter herein. LB Pony acknowledges and agrees  
27 that the tasks to be performed hereunder do not constitute a peculiar risk of bodily harm  
28 and that no special precautions are required to perform them. Termination or expiration

1 of this Agreement shall not affect any rights or liabilities which accrued or existed prior to  
2 termination or expiration, and shall not extinguish any right in this Agreement. This  
3 Agreement shall not be construed against either party as the drafter. This Agreement is  
4 not intended or entered for the purpose of creating any benefit or right for any person or  
5 entity that is not a party to this Agreement. The acceptance by the City of the work  
6 constituting the Project shall not operate as a waiver of any provision of this Agreement.  
7 The improvements constituting the Project done by LB Pony pursuant to this Agreement  
8 shall become the property of the City.

9           9. As a condition precedent to the effectiveness of this Agreement, LB  
10 Pony or any person or entity performing any part of the work on the Project shall procure  
11 and maintain at its expense from insurance companies admitted to write insurance in  
12 California or from authorized non-admitted insurance companies that have ratings of or  
13 equivalent to A:VIII by A.M. Best Company:

14           (a) Commercial general liability insurance (equivalent in scope to ISO form  
15 CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than \$1,000,000 per  
16 occurrence and \$2,000,000 general aggregate. Such coverage shall include but not be  
17 limited to broad form contractual liability, cross liability, products and completed  
18 operations liability. The City, its officials, employees and agents shall be named as  
19 additional insureds by endorsement (on the City's endorsement form or on an  
20 endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and  
21 this insurance shall contain no special limitations on the scope of protection given to the  
22 City, its officials, employees and agents.

23           (b) Workers' compensation insurance as required by the California Labor  
24 Code and employer's liability insurance in an amount not less than \$1,000,000 per  
25 accident.

26           (c) Commercial automobile liability insurance (equivalent in scope to ISO  
27 form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto), in an amount not less than  
28 \$500,000 combined single limit per accident.

1 Any self-insurance program, self-insured retention, or deductible must be  
2 separately approved in writing by City's Risk Manage or designee and shall protect the  
3 City, its officials, employees and agents in the same manner and to the same extent as  
4 they would have been protected had the policy or policies not contained retention  
5 provisions. Each insurance policy shall be endorsed to state that coverage shall not be  
6 suspended, voided or canceled by either party except after thirty (30) days prior written  
7 notice to City, and shall be primary and not contributing to any other insurance or self-  
8 insurance maintained by City, its officials, employees, or agents.

9 LB Pony shall require that all contracts and subcontractors which LB Pony  
10 uses to perform work on the Project hereunder maintain insurance in compliance with this  
11 Section unless otherwise agreed in writing by City's Risk Manager or designee.

12 Prior to the start of performance hereunder, LB Pony shall deliver to City  
13 certificates of insurance and required endorsements, including any insurance required  
14 from LB Pony's contractors and subcontractors, for approval as to sufficiency and form.  
15 The certificates and endorsements shall contain the original signature of a person  
16 authorized by that insurer to bind coverage on its behalf. In addition, LB Pony shall, at  
17 least thirty (30) days prior to expiration of the insurance required hereunder, furnish to the  
18 City certificates of insurance and endorsements evidencing renewal of such insurance.  
19 City reserves the right to require complete certified copies of all policies of LB Pony or LB  
20 Pony's contractors or subcontractors, at any time. LB Pony and its contractors shall  
21 make available to the City all books, records and other information relating to the  
22 insurance coverage required herein during normal business hours.

23 Any modification or waiver of the insurance requirements herein shall only  
24 be made with the written notification of the City's Risk Manager or designee. The  
25 procuring or existence of insurance shall not be construed or deemed as a limitation on  
26 liability relating to LB Pony's performance or as full performance of or compliance with  
27 the indemnification provisions herein.

28 10. If there are any permits required by the City for the Project, LB Pony

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1 shall obtain and pay the cost of these permits but the City's Department of Parks,  
2 Recreation and Marine will assist LB Pony in the application process for these permits  
3 and will review all plans for the Project prior to the submission of the applications for  
4 permits by LB Pony.

5 11. If the estimated value of the improvements exceeds \$25,000, then  
6 LB Pony shall provide to the City, prior to performance of any work on the Project, a  
7 Labor and Materialmen's Bond issued by a surety licensed to do business in California  
8 sufficient to guarantee payment in full of all claims or persons seeking relief under any  
9 lien arising from said tasks.

10 IN WITNESS WHEREOF, the parties have caused this document to be duly  
11 executed with all formalities required by law as of the date first stated above.

12  
13  
14 June 11<sup>th</sup>, 2010  
15 June 11, 2010

LONG BEACH PONY BASEBALL, INC., a  
California corporation

By [Signature]  
President  
By [Signature]  
Secretary

"LB Pony"

17  
18  
19 7.28, 2010

CITY OF LONG BEACH, a municipal  
corporation

By [Signature]  
**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER**  
City Manager  
Assistant City Manager

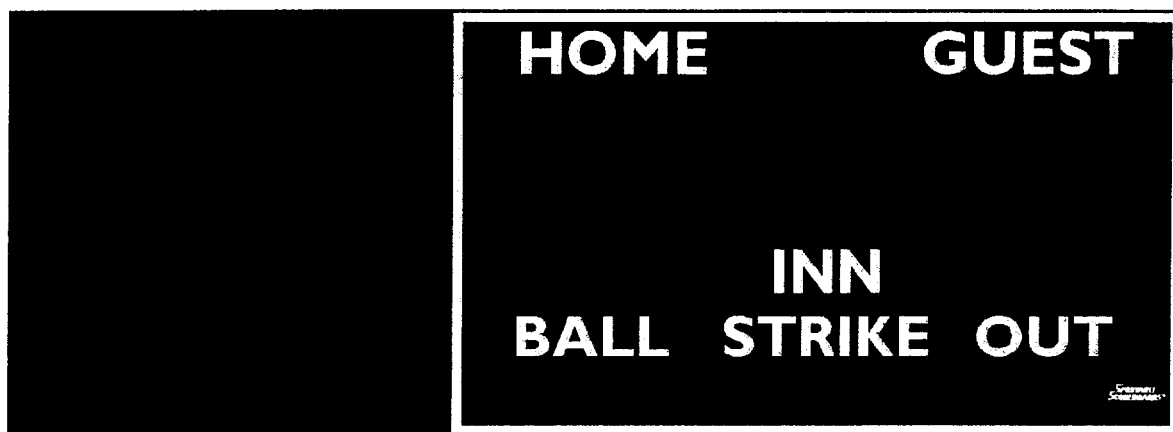
"City"

This Agreement is approved as to form on July 16, 2010.

23 ROBERT E. SHANNON, City Attorney  
24 By [Signature]  
25 Deputy  
26  
27  
28

# SPORTABLE SCOREBOARDS®

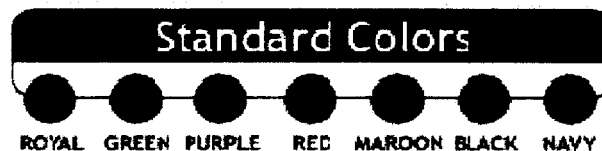
## SCOREBOARD SPECIFICATIONS FOR



**MODEL 3306 LED**

**[www.sportablescoreboards.com](http://www.sportablescoreboards.com)**

Sportable Scoreboards  
106 Max Hurt Drive  
Murray, KY 420071  
Phone: 800-323-7745 Fax: 270-759-4112  
[www.sportablescoreboards.com](http://www.sportablescoreboards.com)



## SCOREBOARD SPECIFICATIONS

MODEL 3306LED

Lead your league with this Baseball/Softball scoreboard! Large 15" high super-bright 100,000-hour rated LED numerals are the largest with the widest viewing angle in the industry and are visible over 300 feet. The 22-gauge galvanized steel cabinet with powder-coat finish means your scoreboard is the most durable on the market and will look brand new for many years! Scoreboard package includes: operator's keyboard, digit protective shields, junction box cover (cable models only), mounting rails and a complete operation, installation, service manual and warranty details on the CD shipped with each scoreboard.

### OVERALL DIMENSIONS

8' wide x 3' tall x 8.0" depth

### WEIGHT

Hanging weight: 155 lbs.  
Shipping weight: 215 lbs.

### CONSTRUCTION

22-gauge galvanized steel cabinet with powder coat finish for strength, durability, and lasting appearance

### POWER REQUIREMENTS

#### **Scoreboard:**

(1) 20-amp, 120-volt, 60-hertz, grounded AC circuit connected to an ON/OFF switch and/or circuit breaker

#### **Controller:**

Standard hand held controller

### SCORING INFORMATION DISPLAYED

**HOME:** 2-digit displays, 0-99

**GUEST:** 2-digit display, 0-99

**INNING:** 1-digit display, 0-9

**BALL:** 3 – 2.0" dot display

**STRIKE and OUT:** 2 – 2.0" dot display

### CAPTIONS

**HOME, GUEST:** 3.75" tall

**BALL, STRIKE, OUT and INN:** 3.5" tall

**Polymeric Calendared Vinyl Lettering**

#### **HOME, GUEST, and INNING Displays**

15.0" tall, 160° visibility, red, 100,000 hour-rated, outdoor Super-Bright LED (light emitting diode) displays  
**Impact Resistant Acrylic Protective Digit Shields and Adjustable LED Intensity Included**

#### **BALL, STRIKE, OUT Displays**

2.0" dots, 160° visibility, red, 100,000 hour-rated, outdoor Super-Bright LED (light emitting diode) displays  
**Impact Resistant Acrylic Protective Digit Shields and Adjustable LED Intensity Included**

## **APPROVALS**

ETL/CSA listed

**Scoreboard:** Meets all FCC Class A requirements

**900MHz wireless transmitter:** FCC Part 15 certified

**900MHz wireless receiver:** Meets all FCC Part 15 requirements

## **WARRANTY**

This product is warranted against defects in materials and workmanship for the period specified in the warranty from the date of invoice. The complete warranty details are included on the CD shipped with each unit.

## **SERVICE**

**Technical Support is available 24 hours a day, 7 days a week @ 1-800-411-3136**

## **INSTALLATION**

This model may be installed between (2) 8" OD steel, schedule 40 poles; or (2) 8" I-beams, minimum. Hole depth /diameter as well as pole/concrete specifications must be based on customer's local building codes, soil conditions, and wind loads. Mounting rails are supplied.

***Support structure and mounting hardware supplied by installer/others***

## **SCOREBOARD CONTROLLER**

**Dimensions:** 2-1/4" X 1-1/4" tapered height X 6.0" width X 7.0" depth. **Weight:** 1lb.

The hand held controller available with this scoreboard is microprocessor-controlled, molded of high-impact ABS plastic, has a tactile membrane keypad. Options include 900 MHz wireless control and internal battery pack.

### **Cable-Controlled System (standard) Includes:**

- (1) Hand held controller
- (1) BASEBALL/SOFTBALL keypad insert
- (1) Junction box covers with receptacle (to be installed at scorekeeper's location)
- (1) 20-ft. signal cable (used to connect the keyboard to the junction box receptacle)
- (1) Project-specific length of 4 wire twisted pair, shielded control cable

### **900MHz Wireless built into hand held controller (optional) Includes:**

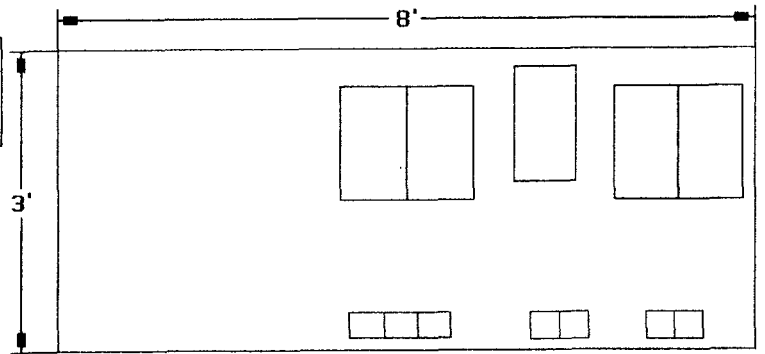
- (1) Hand held controller (internal battery pack – 4 AA batteries)
- (1) BASEBALL/SOFTBALL keypad insert

## **OPTIONS**

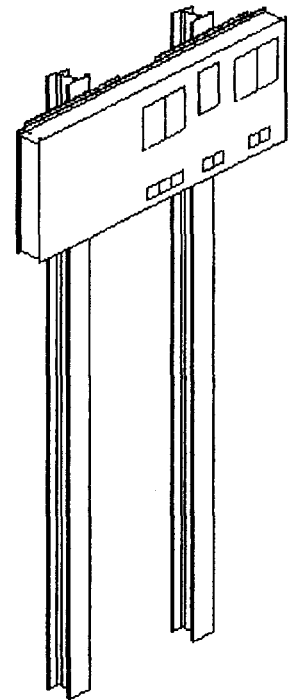
Wireless Remote Control System  
Wireless Remote Control Battery Option  
Solar-Charged Battery Power  
Rechargeable Battery Power  
Locking Sponsor Panel  
Sponsor/Logo Panels  
Custom Logos  
Custom Lettering  
Controller Carry Case



Scoreboard Dimensions:  
3' tall x 8' wide x 8.0" depth



Front View: Mounted



Rear View: Mounted

