



City of Long Beach
Working Together to Serve

NB-45
Office of Gerrie Schipske
Councilwoman, Fifth District
Memorandum

Date: June 15, 2010

To: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

From: Councilwoman Gerrie Schipske, Fifth District *GS*
Councilmember Tonia Reyes Uranga, Seventh District *TR*

Subject: AGENDA ITEM: Agreement Among Long Beach Community College District, The Long Beach Rosie the Riveter Foundation, and the City of Long Beach

DISCUSSION

On September 18, 2008, the Parks and Recreation Commission unanimously approved Master Plan improvements for Rosie the Riveter Park, located on the southwest corner of Clark Avenue and Conant Street. The project is intended to memorialize and honor the efforts of the tens of thousands of women who produced military aircraft during World War II, and who were known as "Rosie the Riveter".

In 2010, The Long Beach Rosie the Riveter Foundation (LBRRF) received a \$46,000 grant from the Long Beach Navy Memorial Heritage Association to complete Phase II of the project. Phase II will consist of the installation of a walking path, interpretive signage, benches and memorabilia. LBRRF is a member supported, charitable 501(c)(3) corporation, and is dedicated to the preservation of the history of the thousands of women who worked on the home front in Long Beach during World War II.

Adjacent to Rosie the Riveter Park is the building that houses the Long Beach City College Foundation (Building O-2) and owned by the Long Beach Community College District (LBCCD). To further enhance Rosie the Riveter Park, the LBCCD has agreed to provide the City of Long Beach and LBRRF with display space for Rosie the Riveter memorabilia and the use of a small office in Building O-2. This space will serve as an interpretive center for Rosie the Riveter Park. The interpretive center will feature memorabilia and displays provided by The Boeing Company, successor to McDonnell Douglas Aircraft.

RECOMMENDATION

Authorize the City Manager to execute the agreement between the Long Beach Community College District, The Long Beach Rosie the Riveter Foundation, and the City of Long Beach to exhibit Rosie the Riveter memorabilia in the building adjacent to Rosie the Riveter Park.

AGREEMENT

Among

Long Beach Community College District

City of Long Beach

And

The Long Beach Rosie the Riveter Foundation

This Agreement is hereby made and entered into this ____ day of, _____, 20____ by and among the Long Beach Community College District, hereinafter referred to as DISTRICT, the City of Long Beach, hereinafter referred to as CITY, and The Long Beach Rosie the Riveter Foundation, hereinafter referred to as FOUNDATION.

WHEREAS, CITY and FOUNDATION desire to exhibit Rosie the Riveter memorabilia; and;

WHEREAS, DISTRICT owns a building adjacent to the Rosie the Riveter park hereinafter referred to as BUILDING O-2; and;

NOW, THEREFORE, the parties hereby agree as follows:

1. DISTRICT will provide CITY and FOUNDATION the use of the built-in display case in the lobby of Building O-2 and the use of the small office upstairs across from the elevator, hereinafter referred to as PREMISES.
2. The small office to be used for display purposes only.
3. CITY and FOUNDATION shall have access to display items on the wall of the first floor of the lobby in Building O-2. CITY and/or FOUNDATION shall meet with a representative from DISTRICT's Facilities Department to obtain approval.
4. DISTRICT shall allow CITY and FOUNDATION staff access to the areas during regular office hours.
5. CITY and FOUNDATION accept the PREMISES "as is" and acknowledge that DISTRICT has not made any warranty or representation as to the condition or the fitness of the PREMISES for intended purpose.
6. Upon the termination of this Agreement, CITY and FOUNDATION shall return the PREMISES to DISTRICT in the same condition as it was provided.
7. CITY shall procure and keep in full force for the duration of this Agreement Commercial General Liability insurance for bodily injury and property damage, including accidental death in the combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate and all insurers must be duly licensed and admitted by the State of California. The Long Beach Community College District and its Board of Trustees shall be named as additional insured under all insurance policies, except Workers' Compensation. Additional Insured Endorsements are required to accompany certificates of insurance. Certificate of Insurance shall provide thirty (30) day prior written notice of cancellation. CITY may satisfy any or all of the insurance requirements set forth in this paragraph by use of self-insurance and/or deductible.

8. CITY and FOUNDATION shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred under this Agreement.

This Agreement shall become operational and effective upon execution by all parties. The term of this Agreement shall be for one year with the option of extending it for two one-year periods. Any option shall be agreed to in writing by both parties. It is further agreed that any party may terminate this Agreement at any time by giving written notice to the other parties at least thirty (30) days prior to the date of termination.

The invalidity of any provision of this Agreement shall not affect the validity of the remainder thereof.

This Agreement represents the entirety of the agreement of the parties with respect to the subject matter hereof and may not be amended except by written instrument signed by the affected parties.

IN WITNESS WHEREOF, the parties hereto have the authority to execute this Agreement on the date as written below.

Long Beach Community College District

Michael T. Collins
Director, Risk Services

Date

Approved by the Board of Trustees: Per Resolution 062309B

City of Long Beach

Name: _____
Title: _____
Telephone: (____) _____

Date

The Long Beach Rosie the Riveter Foundation

Name: _____
Title: _____
Telephone: (____) _____

Date

**The Long Beach Rosie the Riveter Foundation
Board of Directors Roster
2008 – 2010**

Councilwoman Gerrie Schipske

City of Long Beach, 5th District
333 W. Ocean Boulevard, 14th Floor
Long Beach, CA 90802

President

Connie Turner, Region Manager

Southern California Edison
1924 Cashdan
Compton, CA 90220

Vice President

Connie Sziebl, Field Deputy

Fourth District, Supervisor Don Knabe
1401 E Willow St
Signal Hill, CA 90755

Secretary

Carol Bachand

Daughters of the American Revolution

Treasurer

Bea Antenore

Community Representative

Board Member

Thomas Berg, General Manager

Jet Blue
410 E. Donald Douglas Drive
Long Beach, CA 90808

Board Member

Patricia McGinnis, Historian

Boeing
2401 E Wardlow Rd Mail Code D230-0038
Long Beach, CA 90807

Board Member

Shirley Saltman, Realtor

Main Street Realtors

Board Member

Joan Van Hooten

Board Member



City of Long Beach Memorandum
Working Together to Serve

REQUEST TO ADD AGENDA ITEM

Date: *June 11, 2010*

To: Larry Herrera, City Clerk




From: ***Councilwoman Gerrie Schipske***

Subject: Request to Add Agenda Item to Council Agenda of ***June 15, 2010***

Pursuant to Municipal Code Section 2.03.070 [B], the City Councilmembers signing below request that the attached agenda item (due in the City Clerk Department by Friday, 12:00 Noon) be placed on the City Council agenda under New Business via the supplemental agenda.

The agenda title/recommendation for this item reads as follows:

Authorize the City Manager to execute the agreement between the Long Beach Community College District, The Long Beach Rosie the Riveter Foundation, and the City of Long Beach to exhibit Rosie the Riveter memorabilia in the building adjacent to Rosie the Riveter Park.

Council District	Authorizing Councilmember	Signed by
5	Schipske	
7	Reyes Uranga	
8	Gabelich	

Attachment: Staff Report dated ***June 15, 2010***

CC: Office of the Mayor