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AGREEMENT

BETWEEN THE CITY OF LONG BEACH

AND THE LOS ANGELES CLIPPERS FOUNDATION

FOR OUTDOOR BASKETBALL AND PARK IMPROVEMENTS

AT ERNEST S. MCBRIDE, SR. PARK

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THIS AGREEMENT is entered into this 21st day of JANUARY, 2014, by

and between the CITY OF LONG BEACH, a municipal corporation ("CITY") and the LOS ANGELES CLIPPERS FOUNDATION, a California 501 (c) 3 nonprofit corporation ("CLIPPERS"), for the installation of outdoor basketball and park improvements at the ERNEST S. MCBRIDE, SR. PARK. CITY and CLIPPERS may be referred to collectively herein as PARTIES.

WHEREAS, CITY owns certain park property commonly known as Ernest S. McBride, Sr. Park, located 1550 Martin Luther King, Jr. Avenue ("MCBRIDE"); and,

WHEREAS, CLIPPERS support communities through various programs and services designed to motivate, educate, and provide recreational opportunities for the benefit of Los Angeles area youth; and,

WHEREAS, the outdoor basketball court and adjacent areas at MCBRIDE are in need of refurbishment; and,

WHEREAS, CLIPPERS wish to contract with a licensed contractor, at CLIPPERS' sole expense, to refurbish the existing outdoor basketball court ("COURT") at MCBRIDE and repair the damaged asphalt and concrete within the immediate area around COURT (collectively referred to as "IMPROVEMENTS"); and,

WHEREAS, CLIPPERS wish to donate IMPROVEMENTS to CITY, and CITY wishes to accept IMPROVEMENTS ("GIFT"), as more fully described below and pursuant to the terms and conditions of this AGREEMENT.

NOW, THEREFORE in consideration of the forgoing and the terms and conditions contained herein, and the performance thereof, PARTIES to this AGREEMENT hereby mutually agree as follows:

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 Pursuant to this AGREEMENT, CLIPPERS hereby agree to donate to
2 CITY, and CITY hereby accepts the GIFT, on the terms and conditions set forth below.

3 1. PARTIES:

4 CLIPPERS:

5 Los Angeles Clippers Foundation
6 6951 S. Centinela Avenue
7 Playa Vista, CA 90094

8 CITY:

9 City of Long Beach
10 Department of Parks, Recreation and Marine
11 2760 Studebaker Road
12 Long Beach, CA 90815

13 2. THE PROJECT. The total value of this GIFT shall not exceed Ninety
14 Thousand Dollars (\$90,000.00). CLIPPERS shall contract with Madrid Equipment
15 Rentals, Inc. and Ortco, Inc. ("CONTRACTOR") for the performance of outdoor
16 IMPROVEMENTS at MCBRIDE, located at 1550 Martin Luther King, Jr. Avenue, Long
17 Beach, California 90813. The scope of work for this GIFT, as mutually agreed to by
18 PARTIES, shall, subject to a cap of the GIFT amount, include but not be limited to, (i) the
19 resurfacing (slurry coat), of the existing COURT and (ii) removal and installation of
20 playground equipment (collectively referred to as "PROJECT").

21 A. CONTRACT, PLANS, SPECIFICATIONS, AND APPROVALS.

22 Attached hereto and incorporated herein as Exhibit "A" is a Site Plan depicting the
23 approved location of IMPROVEMENTS. PROJECT Plans and Specifications shall be
24 approved by CITY prior to the commencement of any work on site.

25 The contract between CLIPPERS and CONTRACTOR shall expressly state
26 the PROJECT scope of work as described in this AGREEMENT, and IMPROVEMENTS
27 shall be performed pursuant to the approved Plans and Specifications. CITY agrees and
28 acknowledges that CLIPPERS' proposal with CONTRACTOR, attached hereto and
29 incorporated herein as Exhibit "B", fully satisfies the terms and conditions of this Section

30 2.

1 CLIPPERS' names, logos or other identifying marks may be incorporated
2 into the design of the COURT, subject to CITY's prior approval, not to be unreasonably
3 withheld or delayed. The dimensions of any logo placed on a backboard shall not exceed
4 12 inches x 12 inches square.

5 IMPROVEMENTS shall be performed at no cost to CITY with Funds for the
6 PROJECT being provided by CLIPPERS and/or its affiliates and/or partners who are not
7 a party to this AGREEMENT. CITY shall not be responsible for any expenses related to
8 equipment, supplies, materials, or installation associated with the performance of the
9 IMPROVEMENTS, except those IMPROVEMENTS that were paid for using District Six
10 Uplands Oil Infrastructure Funds, as approved by CITY COUNCIL at its meeting on
11 March 5, 2013.

12 Access to the PROJECT area shall be provided to CONTRACTOR through
13 right-of-entry permits issued by CITY. Pursuant to the contract between CLIPPERS and
14 CONTRACTOR, PROJECT shall be completed prior to March 22, 2013, provided,
15 however, that CLIPPERS shall not be responsible for any delay caused by CITY and/or
16 CONTRACTOR.

17 3. CITY'S COVENANTS. CITY hereby covenants the following in order
18 to induce CLIPPERS to enter into this AGREEMENT and to provide the GIFT:

19 A. CITY will maintain the IMPROVEMENTS in a safe and
20 attractive manner consistent with the terms and conditions of the product warranty
21 and CITY standards;

22 B. CITY owns the land upon which the IMPROVEMENTS are
23 located and is free of any liens, encumbrances or third-party claims that would be
24 inconsistent with the CLIPPERS' intent that the IMPROVEMENTS be used for
25 recreation and play activities;

26 C. CITY shall obtain, or shall assist CONTRACTOR in obtaining,
27 all necessary permits, authorizations and consents, as well as right of entry to the
28 PROJECT site to perform the necessary work;

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D. CITY shall ensure that the IMPROVEMENTS shall be used exclusively for recreation and play activities during the term of this AGREEMENT; and,

E. CITY, upon completion of the IMPROVEMENTS and subsequent to the opening of the IMPROVEMENTS to the public, acknowledges that CLIPPERS shall have no subsequent involvement, whether financial or otherwise, with the use, operation, maintenance, landscaping, repair, insurance or modifications to the IMPROVEMENTS.

F. CITY is authorized to enter into this AGREEMENT.

4. CLIPPERS' COVENANTS. CLIPPERS hereby covenant the following in order to induce CITY to enter into this AGREEMENT and to accept the GIFT:

A. CLIPPERS shall contract with CONTRACTOR and make payments accordingly and directly to CONTRACTOR for the IMPROVEMENTS described in this AGREEMENT, at no cost or expense to CITY;

B. CLIPPERS shall instruct CONTRACTOR to consult with CITY to facilitate compliance with all applicable local, state, and federal regulations and requirements, as related to the performance of the IMPROVEMENTS included under this AGREEMENT;

C. CLIPPERS shall instruct CONTRACTOR to adhere to the terms and conditions of this AGREEMENT; and,

D. CLIPPERS shall instruct CONTRACTOR that the IMPROVEMENTS are to be completed in accordance with the Site Plan attached hereto as Exhibit "A" and Plans and Specifications approved by CITY, pursuant to the terms and conditions of this Agreement.

5. STATUS. CITY affirms that it is a tax-exempt municipal corporation.

6. CITY'S BOOKS AND RECORDS. CITY agrees to maintain operating and financial books, records and related documentation regarding the GIFT, the IMPROVEMENTS, and the activities of CITY at the site, and to allow CLIPPERS

1 reasonable access to such books and records as they relate to the implementation of this
2 AGREEMENT.

3 7. PUBLICITY, RECOGNITION AND PARTNERSHIP OPPORTUNITIES.

4 A. CITY shall acknowledge CLIPPERS as donor in its written
5 material, news releases, and related marketing.

6 B. CITY agrees to assist and cooperate in a mutually acceptable
7 dedication event at the COURTS.

8 C. CLIPPERS also shall have the right to publicize, show
9 photographs of, and otherwise promote, its contribution.

10 D. CLIPPERS shall be given usage of the COURTS for sports
11 and special events upon reasonable notice and subject to CITY's reasonable
12 approval. CITY shall not charge CLIPPERS a fee for use of the COURTS for
13 these events, but may charge CLIPPERS for CITY's personnel expenses for staff
14 supervision during the event(s), if applicable and/or necessary.

15 E. CLIPPERS shall have the right (but not the obligation) to
16 place and remove its logos or trademarks on or around the COURTS, subject to
17 the prior approval of CITY and pursuant to CITY policy and procedures. The use
18 of any name for the COURTS shall be subject to the prior approval of CLIPPERS
19 and CITY, pursuant to CITY's naming policy and with prior notice to CLIPPERS.

20 F. CLIPPERS shall have the right, at CLIPPERS held events at
21 the COURTS (e.g., events as described in 8(b) or 8(d) above), to operate a booth
22 or similar area for promotional purposes. The size and location of the booth or
23 similar area shall be subject to CITY's reasonable approval.

24 8. INDEMNIFICATION.

25 A. After completion of construction of IMPROVEMENTS by
26 CLIPPERS and/or CONTRACTOR and subcontractors of any tier, and except for
27 the active negligence or willful misconduct of CLIPPERS, or any of CLIPPERS'
28 officers, directors, trustees, employees, accountants, attorneys, agents, affiliates,

1 subsidiaries, successors, insurers and assigns, CITY agrees to indemnify, defend
2 and hold harmless CLIPPERS, and CLIPPERS' officers, directors, trustees,
3 employees, accountants, attorneys, agents, affiliates, subsidiaries, successors
4 contractors and sub-contractors of any tier, insurers and assigns from and against
5 any and all third party claims, demands, losses, damages, liabilities, costs and
6 expenses (including reasonable legal/attorneys' fees and expenses arising out of
7 or related to any legal proceeding and any legal appeal) related to the GIFT, the
8 IMPROVEMENTS, or this AGREEMENT and liabilities of any kind or nature
9 whatsoever, whether in contract, tort, or otherwise, resulting from any claim
10 (including, without limitation, personal injury, death, or property damage) actually
11 or allegedly arising out of or in connection with the negligent acts, errors,
12 omissions or willful misconduct, including the maintenance, location, or condition
13 of the IMPROVEMENTS, or any person's use of the IMPROVEMENTS, whether
14 authorized or unauthorized, proper or improper.

15 B. Except for the active negligence or willful misconduct of CITY,
16 or any of its Boards, Officers, Agents, Employees, Assigns and Successors in
17 Interest, CLIPPERS, during CLIPPERS-sponsored special events (including the
18 operation of booths or similar area for promotional purposes) undertakes and
19 agrees to defend, indemnify and hold harmless the CITY and any of its Boards,
20 Officers, Agents, Employees, Assigns and Successors in Interest from and against
21 all suits and causes of action, claims, losses, demands and expenses, including,
22 but not limited to, reasonable attorney's fees and cost of litigation, damage or
23 liability of any nature whatsoever, for death or injury to any person, including
24 CLIPPERS' employees and agents, or damage or destruction of any property of
25 either party hereto or of third parties, arising in any manner by reason of the
26 negligent acts, errors, omissions or willful misconduct incident to the CLIPPERS'
27 use of the COURTS.

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9. INSURANCE REQUIREMENTS.

CLIPPERS, at their own expense, shall obtain and keep in effect for the period of time during which CLIPPERS are using the COURTS, the following insurance coverage:

<u>Type of Insurance</u>	<u>Limits of Liability</u>
Commercial General Liability (including bodily injury, property damage, products/completed operations, personal injury, participants' bodily injury liability and contractual liability coverages)	\$1,000,000
Auto Liability	\$1,000,000

A. The coverage limits above may be through a self-insurance program or a combination of self-insurance and excess coverage from a commercial insurer. In the event that commercial insurance is purchased, coverage shall be written by insurance companies that are satisfactory to CITY and that are licensed to do business in the state or country in which the COURTS are located. The policies, including self-insurance, shall be endorsed to name CITY, and its directors, officers, agents, and affiliates as additional insureds and shall be written on an occurrence basis.

B. The policies shall provide CITY with thirty (30) days' notice of cancellation.

10. USE OF MARKS. Notwithstanding any provision herein, neither party shall use the other's trademarks, tradenames or logos (each, a "MARK") without prior written approval. Each MARK shall remain the sole and exclusive intellectual property of the pertinent party.

11. TERM. The term of this AGREEMENT shall commence on March 5, 2013 ("Effective Date") and shall expire one (1) year from this date.

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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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12. RELATIONSHIP OF PARTIES. PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein. PARTIES are independent contractors and this AGREEMENT is not intended to be nor shall it be construed as a joint venture, association, partnership, or other form of a business organization or agency relationship.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the date first above written.

LOS ANGELES CLIPPERS FOUNDATION,
a California 501 (c)3 nonprofit corporation

JAN 21 2014, 2013

By R.A. Rose
President

JAN 21 2014, 2013

By [Signature]
Treasurer

CITY OF LONG BEACH, a municipal corporation

3-7, 2013
14

By [Signature] Assistant City Manager

Name Patrick H. West

Title City Manager EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on Feb. 12, 2014, 2013.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy



Exhibit A
Ernest S. McBride, Sr. Park
Aerial Taken Before Completion of Construction

