

# AGREEMENT

Among

# 31852

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 30 day of, Aug, 2010 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.

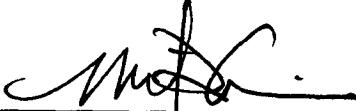
This Agreement shall become operational and effective upon execution by all parties. The term of this Agreement shall be for one year with the option of extending it for two one-year periods. Any option shall be agreed to in writing by both parties. It is further agreed that any party may terminate this 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


12/18/10  
Date

O.K. To Process  
mpadron 9/30/10  
Sign & Date

**Approved by the Board of Trustees: Per Resolution 062309B**

**City of Long Beach**

Assistant City Manager

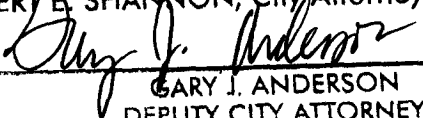
  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.  
Name: PATRICK H. WEST

9.15.10  
Date


Title: CITY MANAGER

Telephone: (562) 570-6916

APPROVED AS TO FORM

June 28, 2010  
ROBERT B. SHANNON, City Attorney  
BY   
GARY J. ANDERSON  
DEPUTY CITY ATTORNEY

**The Long Beach Rosie the Riveter Foundation**

  
Name: Gerrie Schjerve

8/30/10  
Date

Title: President

Telephone: (562) 201-296