

**PARTNERSHIP AGREEMENT BETWEEN
LA COUNTY LIBRARY AND CITY OF MANHATTAN BEACH
FOR “SHARK MURAL”**

This Partnership Agreement (“Agreement”) is made and entered into this 9th day of December, 2024 (“Effective Date”), by and between **LA County Library**, hereinafter referred to as “Library” or “County”, and **City of Manhattan Beach**, hereinafter referred to as “Partner”. Library and Partner are sometimes referred to herein as the “parties”, and individually as a “party”.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

- 1.0 AUTHORITY:** Library may enter into this Agreement under the delegated authority granted by the County of Los Angeles Board of Supervisors to the County Librarian on November 1, 2022, effective November 30, 2022, to execute agreements with public or private entities in support of the Library’s mission with no cost to the County.
- 2.0 PURPOSE:** Partner will install and maintain a Shark Mural (“Mural”) at Manhattan Beach Library, as depicted in Attachment A of this Agreement (“Attachment A”) and at a location mutually agreed upon by both parties.
- 3.0 TERM OF AGREEMENT:** The term of this Agreement will begin upon the Effective Date and shall expire one (1) year from the Effective Date.
- 4.0 AMENDMENTS:** This Agreement may be amended in writing by mutual consent of Library and Partner, approved as to form by County Counsel and City Attorney.
- 5.0 CONSIDERATION:** This Agreement is on a gratis basis. The Mural will be donated by Partner to Library.
- 6.0 TERMINATION:** This Agreement may be terminated by the Library or Partner for the convenience of either party upon 30 days’ written notice to the other party. The terms of this Agreement will survive the expiration or other termination of this Agreement.
- 7.0 RESPONSIBILITIES: LIBRARY**
 - 7.1 Library will provide the wall for the Mural and appropriate access. Access to the County wall must be coordinated with Library.
 - 7.2 Library will have the right to inspect the Mural during installation.
 - 7.3 Library will have the right to remove the Mural, either by demolition of the County wall or painting over the County wall, as deemed necessary.
 - 7.4 Library will accept the Mural as a donation to the Library.
- 8.0 RESPONSIBILITIES: PARTNER**
 - 8.1 Partner will install and maintain a Mural, similar to Attachment A, Shark Options at Manhattan Beach Library, at a location mutually agreed upon by both parties.
 - 8.2 Partner will coordinate with Library regarding the final Mural design.
 - 8.3 Partner will apply anti-graffiti coating to the Mural after completion.
 - 8.4 Partner will monitor the Mural and coordinate with Library for the removal of any graffiti or repair of the Mural, at no cost to the Library.
 - 8.5 Partner will provide all paint, supplies and equipment for the installation, repair and maintenance of the Mural.

- 9.0 INDEPENDENT CONTRACTOR STATUS:** This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the Library and Partner. The employees and agents of one party shall not be or construed to be, the employees or agents of the other party for any purpose whatsoever.
- 10.0 COPYRIGHTS:** For the term of this Agreement, Library grants permission for Partner to use the LA County Logo for marketing of the Mural. Use and reproduction of the logo will be in accordance with Library Marketing specifications.
- 11.0 IDENTIFICATION:** Partner shall provide, at its expense, all employees/agents providing services under this Agreement with a photo identification badge.
- 12.0 INDEMNIFICATION:**
- 12.1 Partner shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents, and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and relating to Partner's acts or omissions regarding this Agreement.
- 13.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:** Partner shall repair, or cause to be repaired, at its own cost, all damage to County facilities, buildings, or grounds caused by Partner or its employees/agents in connection with this Agreement. Such repairs shall be made immediately after Partner has become aware of such damage, but in no event later than thirty (30) days after the occurrence. If Partner fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as reasonably determined by County, for such repairs shall be repaid by Partner by cash payment upon demand. In the event County makes necessary repairs and demands repayment from Partner, County shall provide Partner with receipts and other documentation of costs incurred by County.
- 14.0 COMPLIANCE WITH APPLICABLE LAW:** The parties shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures.
- 15.0 COMPLIANCE WITH CIVIL RIGHTS LAWS:** The parties shall comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 16.0 GOVERNING LAW AND FORUM:** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.
- 17.0 NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement between the parties. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.
- 18.0 VALIDITY:** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

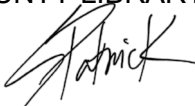
- 19.0 WAIVER:** No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
- 20.0 ENTIRE AGREEMENT:** This Agreement contains the entire Agreement between the parties, hereto, no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Partner and Library.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF Library and Partner have executed this Agreement, as of the day, month, and year first above written.

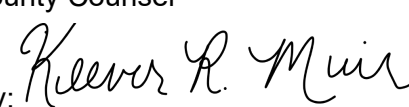
LA COUNTY LIBRARY

BY:


Skye Patrick
County Librarian

APPROVED AS TO FORM:

DAWYN HARRISON
County Counsel

By: 
Keever Rhodes Muir
Sr. Deputy County Counsel

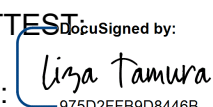
01/07/2025

Date

CITY OF MANHATTAN BEACH

Signed by:
BY: 
Talyn Mirzakhonian
City Manager
12/16/2024

ATTEST:

DocuSigned by:
By: 
City Clerk Liza Tamura
12/16/2024

APPROVED AS TO FORM

DocuSigned by:
By: 
City Attorney Quinn Barrow
12/13/2024

SHARK OPTIONS

