



# City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, CA 90254-3885

**DONATION AGREEMENT  
BETWEEN  
THE CITY OF HERMOSA BEACH  
AND  
THE HERMOSA BEACH YOUTH BASKETBALL LEAGUE**

This donation agreement (“Agreement”) is made and entered into as of [\_\_\_\_], 2026 (“Effective Date”), by and between the City of Hermosa Beach (a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 1315 Valley Drive, Hermosa Beach, California 90254) (“City”) and the Hermosa Beach Youth Basketball League (a California nonprofit public benefit corporation doing business from its branch office located at 710 Pier Avenue, Hermosa Beach, California 90254) (“Donor”). City and Donor are hereinafter sometimes referred to individually as “Party” and collectively as the “Parties”.

## RECITALS

A. Donor is an organization that desires to make a donation (“Donation”) to the City to cover the increased cost of upgraded basketball court equipment (“Equipment”) at the Kelly Courts Basketball Courts (“Kelly Courts”); and

B. Donor wishes to provide the Donation to the City as a gift, subject to the conditions described in this Agreement; and

C. The Parties desire by this Agreement to establish the terms for City to accept the donation pursuant to California Government Code section 37354.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

## AGREEMENT

1. Incorporation of Recitals. The recitals above are true and correct, and are hereby incorporated herein by this reference.

2. Donation. Donor hereby agrees to make a Donation to the City in the amount of fourteen thousand two hundred and twenty four dollars (\$14,224) to be used to cover the increased cost of the installation of the Equipment. The Kelly Courts Project



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(Capital Improvement Program Project 619) planned to install new Equipment, and the Donation will cover the increased cost for the Equipment versus the cost planned to be incurred by the City under the current construction contract. Donor shall deliver the Donation to the City concurrently herewith.

3. Location of Equipment. The new Equipment shall be installed within the Kelly Courts in the same locations as the former Equipment as set forth in the site plan at Exhibit A, attached hereto and incorporated herein by reference.

4. Installation of Basketball Court Equipment

a. The Equipment shall be installed by the City's licensed contractor (approved by the City in its reasonable discretion) as set forth in the submittal at Exhibit B, attached hereto and incorporated herein by reference.

b. Donor shall not exercise supervision over an employee or official of the City. Donor shall not perform or oversee any work under this Agreement as an independent contractor and shall not as an agent or employee of the City. Donor hereby waives any claims for any compensation or benefits in relation to their financial donation towards the Equipment.

5. Waiver of Rights

a. Donor is familiar with the California Art Preservation Act (California Civil Code section 987 *et seq.*), and Visual Artists' Rights Act of 1990 and Copyright Act of 1976 (Section 101 *et seq.* to Title 17 of the U.S. Code); and expressly waives Donor's rights under those Acts to the extent permissible therein in connection with the installation of the Equipment.

b. Donor expressly waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

c. This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities, and demands of whatsoever character, nature, and kind (that are known or unknown, or suspected or unsuspected, including without limitation the Acts). Donor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

6. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office (certified mail, return receipt requested, postage prepaid, and addressed to the following addresses) and shall be effective upon receipt thereof:

<b>CITY</b>	<b>DONOR</b>
City of Hermosa Beach 1315 Valley Drive Hermosa Beach, California 90254 Attn: [ ]	Hermosa Beach Youth Basketball 710 Pier Avenue Hermosa Beach, California 90254 Attn: Dan Madden President

7. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or Federal court situated in the County of Los Angeles, State of California.

8. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance; and the remaining provisions of this Agreement shall remain in full force and effect.

9. Time of Essence. Time is of the essence for each and every provision of this Agreement.

10. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof; and shall not in any way affect the meaning or interpretation of this Agreement.

11. Amendments. Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

12. Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties; and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

13. Entire Agreement. This Agreement (including the Exhibits) represents the entire understanding of the Parties as to those matters contained herein; and supersedes and cancels any prior or contemporaneous oral or written understanding, promises, or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

15. Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE  
FOR  
DONATION AGREEMENT  
BETWEEN  
THE CITY OF HERMOSA BEACH  
AND  
THE HERMOSA BEACH YOUTH BASKETBALL LEAGUE**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**CITY OF HERMOSA BEACH**

**HERMOSA BEACH YOUTH  
BASKETBALL LEAGUE**

**APPROVED BY:**

\_\_\_\_\_  
Steve Napolitano  
City Manager

\_\_\_\_\_  
Dan Madden  
President

**ATTESTED BY:**

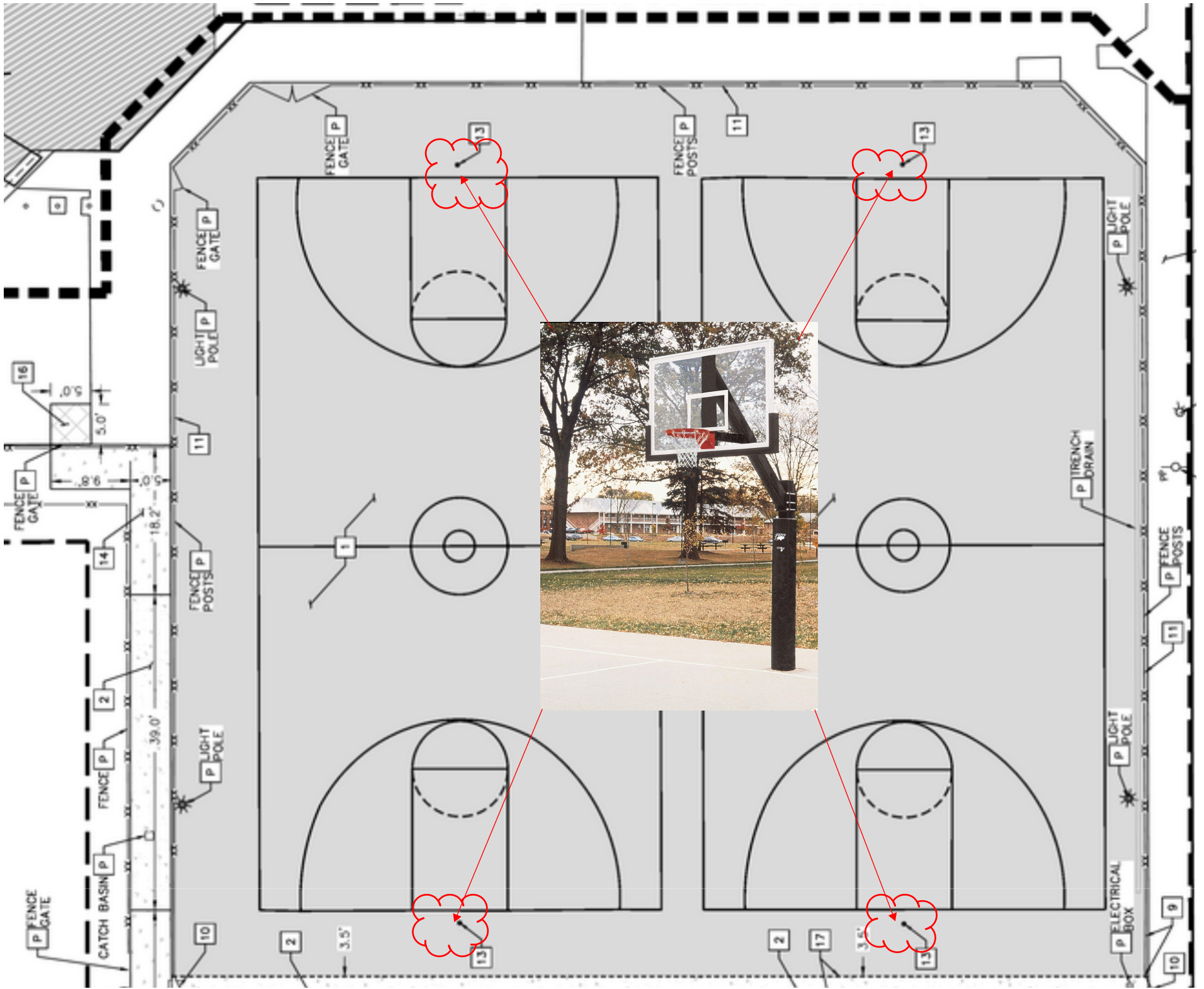
\_\_\_\_\_  
Reanna Guzman  
Interim City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Best Best & Krieger LLP  
Interim City Attorney

**EXHIBIT A**

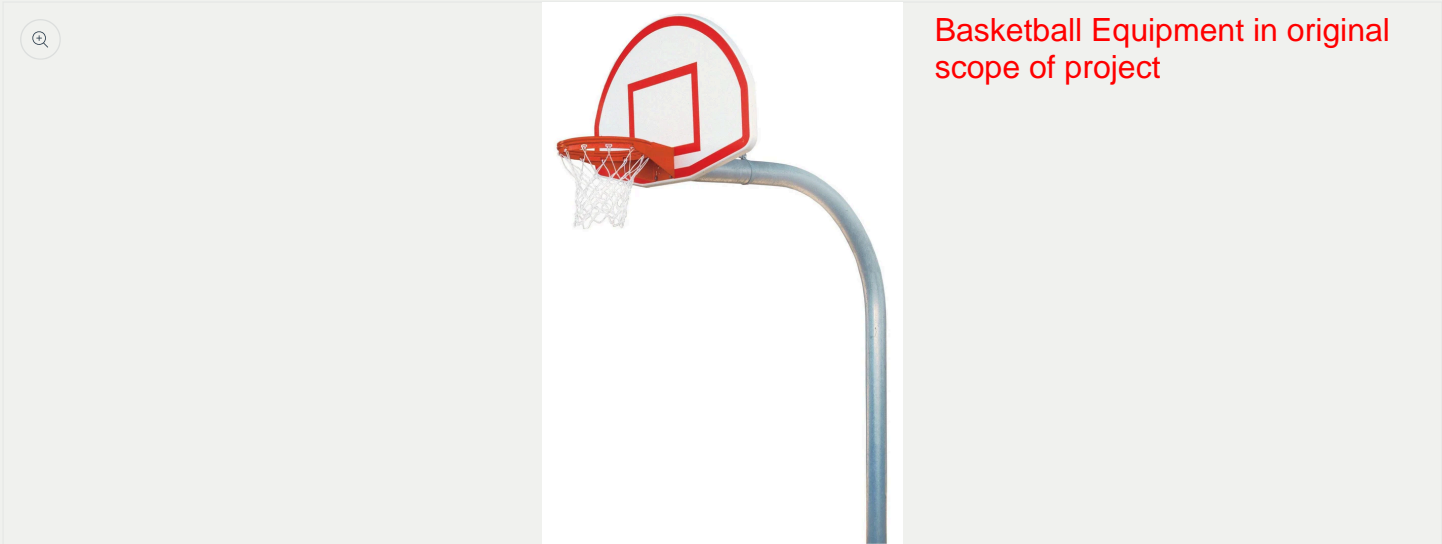
**SITE PLAN – KELLY COURTS BASKETBALL COURT LAYOUT**



**EXHIBIT B**  
**ORIGINAL & PROPOSED ENHANCED BASKETBALL COURT SYSTEMS**



QUOTE REQUEST



1/1

## 5-9/16" MEGA DUTY FINISHED ALUMINUM FAN PLAYGROUND BASKETBALL SYSTEM

MSRP: \$3,215.00

Safe Play Area

Quantity

ADD TO QUOTE

SKU: PR75

UPC: 090053302060

CATEGORIES: 5-9/16" Gooseneck Systems, Best Sellers, Outdoor Basketball,

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Quote (0)

### DESCRIPTION

Bison's PR75 package includes: BA780 Mega-Duty 5-9/16" O.D., hot dip galvanized steel pipe with 72" safe play area (or order PR75XL for 96" safe play area), heavy 1-5/8" backboard braces, 48" in-ground bury (Lifetime limited warranty); BA475SS fan-shaped 35-1/2" x 54" • backboard made of durable, rust-free aluminum with heavy support ribs, white powder coated finish, and orange shooter's square and border (Lifetime limited warranty); and BA39U Ultimate playground goal with double 5/8" steel rim, No-Fail netlocks to add strength and eliminate netlock breakage, 3/16" thick steel box-style backplate and rim supports, accepts nylon or optional chain nets (Unconditional lifetime replacement warranty). Add additional BA700PP pole padding for increased player safety. No Substitutions.



## Updated/Revised Basketball Equipment for the project



### DESCRIPTION

Try the Ultimate on your most demanding outdoor court and you'll never need to buy another basketball system...From the massive 6" square, 3/16" wall 2-piece pole and extension arm that buries a full 40" into the ground for incredible stability to the tip of the Ultimate goal that carries an unconditional lifetime warranty, these systems are designed to take the abuse common on today's playgrounds • Choose the standard 60" safe play area or upgrade to an extended 72" safe play area on any system by adding model **BA870AXL-BK** • Order **BA870PXSUB** to substitute a removable pedestal base pole for the direct bury pole • Backboard choices include 42" x 60" or 42" x 72" steel or 42" x 72" perforated steel with white powder coated finish, 42" x 72" clear tempered glass or 42" x 72" clear unbreakable polycarbonate • Systems with steel boards come standard with Bison's Ultimate fixed goal • Glass and polycarbonate systems include outdoor breakaway goals • Backboard and pole safety padding available at an additional cost • Double sided options are available on each system to get more play for less money • See chart for options.

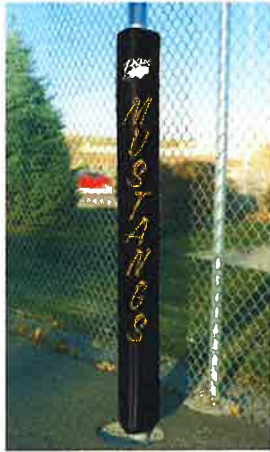
Order **BA873-BK** with optional **BA870PP-BK** pole padding for an equivalent to model **BA9873** Supreme Court Ultimate Fixed Height System.

### ADDITIONAL INFORMATION

🔗 Share

Ultimate Model	Double-Sided Option	Safe Play Area	Backboard Size	Backboard Type	Goals	Pole Finish	Optional Backboard Padding	Warranty
BA871-BK	BA872-BK	60"	42" x 60"	Steel	BA39U Ultimate	Black	BA60U-BK	Lifetime Limited Functional
BA871XL-BK	BA872XL-BK	72"	42" x 72"	Steel	BA39U Ultimate	Black	BA72U-BK	Lifetime Limited Functional
BA874-BK	Available on Request	60"	42" x 72"	Perforated Steel	BA39U Ultimate	Black	BA72U-BK	Lifetime Limited Functional
BA873-BK	Available on Request	60"	42" x 72"	Glass	BA32S Breakaway	Black	BA72U-BK	Pole: Lifetime Limited Functional Goal: 1-Year Limited
BA873U-BK	Available on Request	60"	42" x 72"	Polycarbonate	BA32S Breakaway	Black	BA72U-BK	Pole: Lifetime Limited Functional Goal: 1-Year Limited

Order **BA870PP-BK** for optional pole padding on single sided systems, **BA872PP-BK** for optional padding on double sided systems.



14 lbs

All 6" square poles

Quantity

- 1 +

ADD TO QUOTE

BUY NOW

SKU: BA870PP-BK  
 UPC: 090053900549

CATEGORIES: Beam, Pole, and Post Padding, Lettering & Logos, Outdoor Basketball, Outdoor Padding Systems, Padding & Accessories, Residential Basketball, Safety Padding & Graphics,

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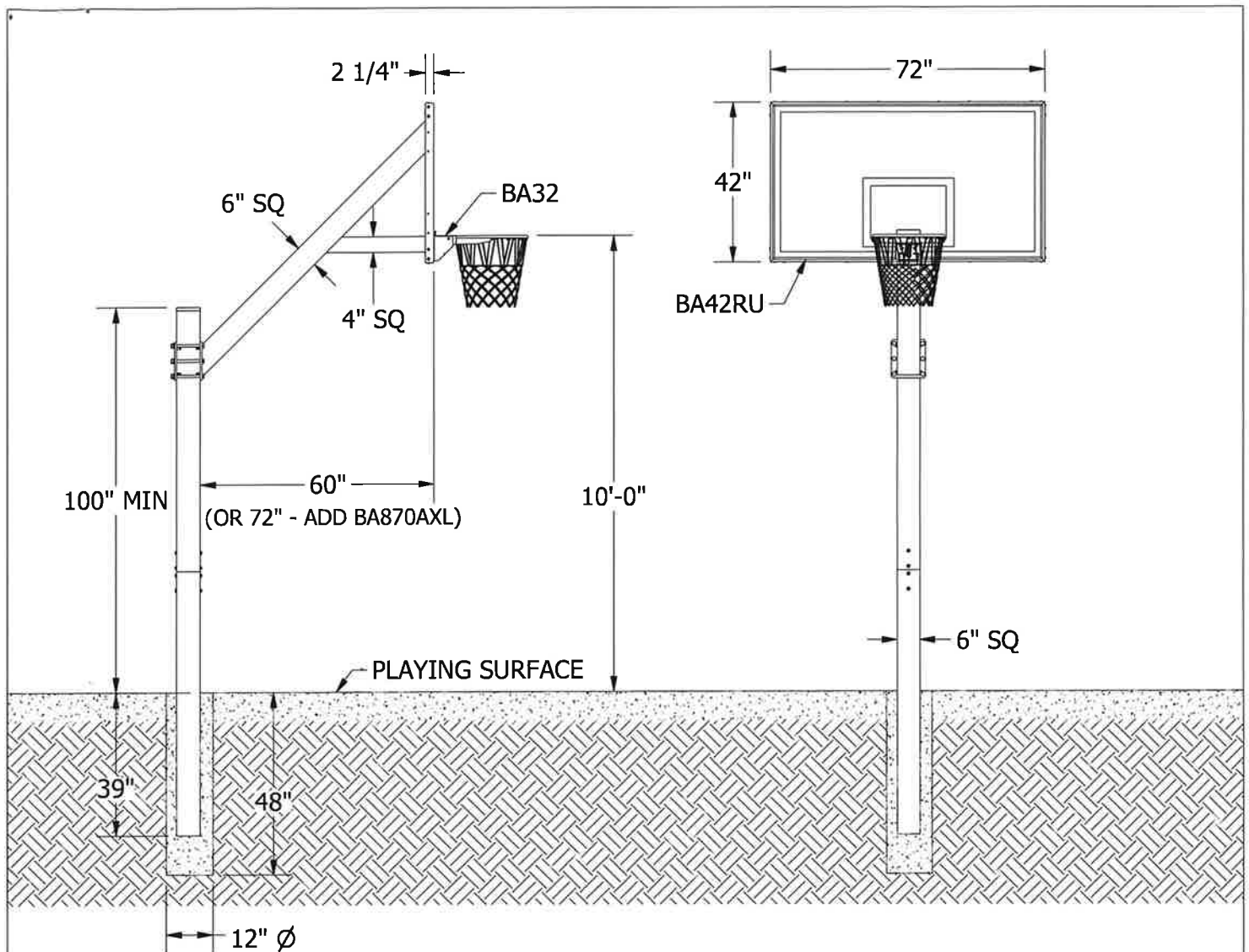
**DESCRIPTION** +

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**ADDITIONAL INFORMATION** -

<b>Weight</b>	14 lbs
<b>Fits Pole Size/Style</b>	All 4 sides of 6" square poles, All 4" square poles, All 5" square poles, All 6" square poles, Any round or square pole to 5-9/16" diameter
<b>Class</b>	sm-pkg-oversize

*\*Never substitute locally sourced components for missing, lost, or damaged factory components.*



Pole assembly shall be constructed of 6" square, 3/16" wall structural steel tube suitable for a 39" in-ground installation. Pole shall be shipped in 2 pieces and attached in the middle by means of two 3/8" x 3" x 12" steel bar, and eight 1/2" x 3/4" button head cap screws forming a single, straight, rigid pole. Connecting points shall be covered by pole padding if padding is included in the system. 45° extension arm shall be 6" square, 3/16" wall structural tube with a 4" square, 1/8" wall steel tube horizontal support and 1/4" thick steel backboard support plate. Pole shall be designed so that rim mounts directly to pole to minimize stress on the backboard. Extension arm shall be mounted by means of 6 each 5/8" grade 8 bolts. Pole system shall provide a minimum setback from the front of pole to front of backboard of 60". System can be ordered with an optional 72" setback (BA870AXL) if desired. Entire pole system shall have a textured black polyester powder coated finish and carry a lifetime functional warranty. Vertical pole shall be capped to keep out rain. Backboard shall be 42" x 72" official size 1/2" clear unbreakable polycarbonate with a limited lifetime warranty. Polycarbonate shall be framed with aluminum extensions and have a white border and shooters square. Rim shall be the flexible type with official-sized 5/8" diameter ring and one-piece net attachments. Rim shall have orange powder coated finish and a 1-year limited warranty. Installation to be completed in accordance to manufacturers instructions. Do not scale drawings. Entire weight shall be 480#.



## PRODUCT SPECIFICATION

BA873U-BK ULTIMATE™ POLYCARBONATE PLAYGROUND BASKETBALL SYSTEM

REVISED 5/2/22 L.M.