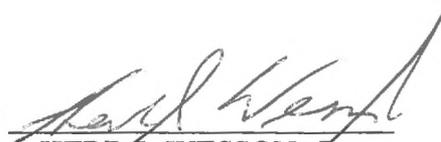


ITEM No. 20 **B**

MOTION

I MOVE that the matter of the Continued Consideration of Ad Hoc Committee on the 2024 Summer Olympics Report and Resolution relative to approving a Joinder Agreement as a condition of the selection of Los Angeles as the bid city for the 2024 Olympic Games, Item No. 20 on today's Council Agenda, (CF 15-0989), BE AMENDED to adopt the attached revised Joinder Agreement in lieu of the Joinder Agreement attached to the File.

PRESENTED BY:


HERB J. WESSON, Jr.
Councilman, 10th District

SECONDED BY:



ORIGINAL

September 1, 2015

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JOINDER AGREEMENT

This Joinder Agreement (this “Agreement”) is entered into by and between the City of Los Angeles (the “City”) and the United States Olympic Committee (the “USOC”) as of the 1st day of September, 2015. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Bid City Agreement, dated as of September 1, 2015, by and between the USOC and Los Angeles 2024 Exploratory Committee (the “Bid Committee”).

RECITALS:

WHEREAS, pursuant to the Olympic Charter adopted by the IOC, the International Olympic Committee (the “IOC”) has designated the USOC as the National Olympic Committee (“NOC”) for the United States. The International Paralympic Committee (“IPC”) has designated the USOC as the National Paralympic Committee (“NPC”) for the United States.

WHEREAS, pursuant to 36 U.S.C. §220503(3), the USOC is required to exercise exclusive jurisdiction over the organization of the Olympic Games and the Paralympic Games when held in the United States, and pursuant to 36 U.S.C. §220506, the USOC has the exclusive right to use Olympic- and Paralympic-related marks, images and terminology in the United States.

WHEREAS, as an NOC and an NPC, the USOC is eligible to nominate to the IOC one (1) city within the United States as its candidate to bid to host the 2024 Olympic Games and the 2024 Paralympic Games (collectively, the “Games”) (such bid, and all activities of the Bid Committee relating thereto, the “IOC Bid”).

WHEREAS, the Bid Committee has submitted, and the USOC has reviewed and evaluated, the bid by the Bid Committee on behalf of the City in the State of California (the “State”) to have the City selected as the sole city with which to continue consideration of submitting an IOC Bid.

WHEREAS, during the period between the date hereof and September 15, 2015, when the USOC will nominate the City to host the Games (such period, the “Bid Preparation Phase”), and during the period between the conclusion of the Bid Preparation Phase and such time in approximately September 2017, when the IOC shall select a city (the “Games Vote”) to host the Games, the Bid Committee, in cooperation with the USOC, will manage, complete and promote the IOC Bid.

WHEREAS, following the Bid Preparation Phase, the Host City Contract and Joint Marketing Programme Agreement (as such terms are defined below) will be subject to approval by the City Council prior to the City’s submission of its Candidature File to the IOC.

WHEREAS, in the event that as a result of the Games Vote the IOC selects the City to host the Games (a “Successful Games Vote”), the City shall thereafter be referred to as the “Host City” and shall execute a “Host City Contract” with the IOC and the USOC (in the form provided by the IOC and previously approved by the City Council), and a “Joint Marketing Programme Agreement” with the IOC, the Bid Committee (or OCOG, if applicable) and the

USOC (as negotiated by and among such parties consistent with the Marketing JV Memorandum of Terms described below).

WHEREAS, the City acknowledges and accepts the importance of the Games and the value of the Olympic brand, and agrees to conduct all of its activities in a manner which promotes and enhances the fundamental principles and values of Olympism.

WHEREAS, the City and the USOC mutually desire that the Games be organized in the best possible manner and take place under the best possible conditions for the benefit of the residents of the City and Olympic athletes of the world; that, in the event of a Successful Games Vote, the Games generate significant economic benefits for the City and its communities, be affordable and profitable, and leave a sustainable legacy for the City and the United States, in each case, as they did in 1932 and 1984; and that the Games contribute to the development of the Olympic Movement throughout the world.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby intending to be legally bound agree as follows:

ARTICLE I. REPRESENTATIONS AND WARRANTIES

The City represents and warrants as follows in Sections 1.01 through 1.03 below:

Section 1.01 The City has all necessary power and authority to enter into and deliver this Agreement, to carry out its obligations hereunder and to pursue the IOC Bid to host the Games in the manner contemplated by this Agreement and the Bid City Agreement.

Section 1.02 The execution and delivery by the City of this Agreement and, except as set forth in Section 1.03 of this Agreement, the performance by the City of its obligations contemplated hereby have been duly authorized by all requisite City action. This Agreement has been duly executed and delivered by the City and (assuming due authorization, execution and delivery by the USOC) constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 1.03 The Host City Contract and Joint Marketing Programme Agreement will be subject to approval by the City Council prior to the City's submission of its Candidature File to the IOC. No other order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority nor any legislative, rule-making or administrative action, referendum or other electoral action or other similar such action is required for the City to authorize, execute and deliver a Host City Contract and a Joint Marketing Programme Agreement pursuant to Section 2.01, and when executed and delivered, each of the Host City Contract and the Joint Marketing Programme Agreement shall be enforceable against

the City in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). Notwithstanding the foregoing, the City explicitly does not represent or warrant that a public referendum, ballot proposition or other initiative petition, whether binding or non-binding, and whether related to any Host City Contract, the IOC Bid, the City's obligations related to the Games or otherwise, may or may not occur at the State, City or local level.

Section 1.04 The USOC acknowledges that, notwithstanding anything to the contrary in this Agreement, the Host City Contract and Joint Marketing Programme Agreement will be subject to approval by the City Council prior to the City's submission of its Candidature File to the IOC.

ARTICLE II. COVENANTS OF THE CITY

Section 2.01 The City shall execute and deliver a Host City Contract, a Joint Marketing Programme Agreement and any other Candidature Documentation upon presentation by the IOC in accordance with the IOC's requirements. For clarity, the Host City Contract signed by the City will not be deemed delivered to the IOC unless and until, as a result of the Games Vote, the IOC selects the City to host the Games.

Section 2.02 The City shall provide or cause to be provided all of the City funding, facilities, operational support and other resources specified in and by the Candidature Documentation. Without limiting the preceding sentence, the USOC and the City acknowledge that the OCOG will be principally responsible for the costs of operating the Games and that the Candidature Documentation will provide for a budget under which all such costs will be paid by the OCOG from the revenues generated from the Games (including reimbursement of any incremental costs incurred by the City in connection with the Games).

Section 2.03 The City shall cooperate with the Bid Committee and the USOC and shall take such actions, including furnishing information and executing and delivering additional documents, as may be necessary or desirable to carry out the provisions of this Agreement and the Bid City Agreement and give effect to the transactions contemplated hereby and thereby.

Section 2.04 The City has complied, and shall at all times comply with, the provisions of the Core Regulations and any rules promulgated thereunder.

Section 2.05 The USOC shall be the sole and exclusive owner of Logo(s) and any other Bid Committee Intellectual Property and all goodwill associated therewith, and shall have the sole and exclusive right to seek domestic and international trademark and service mark registrations for Logo(s) and any other Bid Committee Intellectual Property, as well as copyright registrations with respect thereto.

Section 2.06 The City agrees that it shall have no right of recovery of any kind against the USOC, or any affiliate, director, officer, employee, consultant or independent contractor

thereof, in connection with this Agreement or the Bid City Agreement or any agreement with the USOC that is ancillary hereto or thereto.

Section 2.07 The City acknowledges that one of the USOC's guiding principles related to the IOC Bid and the Games is that neither shall operate to diminish the resources available to support NGBs and athletes, and the City acknowledges that the Bid Committee will be operated on a basis consistent with that principle.

ARTICLE III. INDEMNIFICATION AND DISPUTE RESOLUTION

Section 3.01

(a) Except to the extent caused by the USOC's gross negligence or willful misconduct, or arising out of any breach or misrepresentation by the USOC under this Agreement or the Bid City Agreement, the City shall, jointly and severally with the Bid Committee, defend, hold harmless and indemnify the USOC, its affiliates, and the trustees, directors, officers, employees, officials, members, volunteers, agents, attorneys, consultants, and independent contractors of each of the foregoing (collectively, including the USOC, the "USOC Indemnified Parties") from and against, and shall pay and reimburse each of the USOC Indemnified Parties for, any damages, costs, liabilities, penalties, fines, or expenses, (including costs of investigation, defense, legal fees and judgments) (collectively, "Losses") arising out of or related to (i) any breach or misrepresentation by the City under this Agreement or any agreement ancillary hereto or thereto, (ii) any claims arising out of any USOC Early Termination, or (iii) any and all threatened, pending, or completed actions, claims, suits or proceedings, whether civil, criminal, administrative or arbitative or in the nature of an alternative dispute resolution in lieu of any of the foregoing, or any appeal of any of the foregoing or any inquiry or investigation that could lead to any of the foregoing (each, a "Proceeding"), in each case in this clause (iii), to the extent related to any of the matters described in clauses (i)-(ii) above. Notwithstanding the foregoing, the City shall have no obligation under this Section 3.01 or otherwise arising directly or indirectly from any public referendum, ballot proposition or other initiative petition, whether binding or non-binding, at the State, City or local level or any other State, City or local law prohibiting the hosting or funding of the 2024 Olympic Games.

(b) Except to the extent caused by the City's gross negligence or willful misconduct, or arising out of any breach or misrepresentation by the City under this Agreement, the USOC shall defend, hold harmless and indemnify the City its affiliates, and the trustees, directors, officers, employees, officials, members, volunteers, agents, attorneys, consultants, and independent contractors of each of the foregoing (collectively, including the City, the "City Indemnified Parties") from and against, and shall pay and reimburse each of the City Indemnified Parties for, any Losses arising out of or related to (i) any breach or misrepresentation by the USOC under this Agreement, the Bid City Agreement or any agreement ancillary hereto or thereto, (i) any claims arising out of any Bid Committee Early Termination, or (iii) any Proceeding to the extent related to any of the matters described in clauses (i)-(ii) above.

Section 3.02 The rights to indemnification conferred in Section 3.01 shall include the right to be paid or reimbursed by the party(ies) obligated to provide indemnification under Section 3.01 (the “Indemnitor”) for expenses incurred by a Person or Persons entitled to be indemnified under Section 3.01 (each an “Indemnitee”) that was, or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to such Indemnitee’s ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such Indemnitee in advance of the final disposition of a Proceeding shall be made only upon delivery to the Indemnitor of a written affirmation by such Indemnitee of a good faith belief that the requirements necessary for indemnification under Section 3.01 have been met, and a written undertaking on behalf of such Indemnitee to repay all amounts so advanced if it shall ultimately be determined that such Indemnitee is not entitled to be indemnified under Section 3.01.

Section 3.03 Any disputes between the City and the USOC shall be resolved as set forth in Article 9 of the Bid City Agreement, with the understanding that the Mayor of the City (or the Mayor’s designee) shall serve in the place of the chief executive officer of the Bid Committee with respect to any dispute between the City and the USOC.

ARTICLE IV. TERM; ENTIRE AGREEMENT

The term of this Agreement shall commence on the date hereof and shall terminate upon the earliest of (i) an Unsuccessful Games Vote, (ii) the execution of a Host City Contract, Games Operating Agreement, Joint Marketing Programme Agreement and Marketing JV Agreement by all of the parties thereto and (iii) an Early Termination. Such termination is expected to occur in approximately September 2017 or prior thereto. This Agreement constitute the entire agreement by and between the City and the USOC relating to the IOC Bid and the other matters addressed or governed hereby and supersedes all prior contracts or agreements between the City and the USOC with respect to the IOC Bid and the other matters addressed or governed hereby, whether oral or written.

- *signature page follows* -

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

THE CITY OF LOS ANGELES

UNITED STATES OLYMPIC COMMITTEE

By: _____
ERIC GARCETTI
Mayor, City of Los Angeles

By: _____
SCOTT A. BLACKMUN
Chief Executive Officer

Date: _____

Date: _____

By: _____
HERB J. WESSON, JR
President, Los Angeles City Council
Councilmember, 10th District

Date: _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

HOLLY L. WOLCOTT, City Clerk

By: _____
James P. Clark
Chief Deputy City Attorney

By: _____

Date: _____

Date: _____