

RIGHT OF ENTRY PERMIT

P - 00239

THIS RIGHT OF ENTRY PERMIT is issued and granted, in duplicate, as of November 3, 2020 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on October 20, 2020, by and between the CITY OF LONG BEACH, a municipal corporation ("City") and CAMP FIRE ANGELES, a California nonprofit corporation ("Permittee"), whose address is 7070 E. Carson Street, Long Beach, California 90808.

1. ACCESS. City grants to Permittee, its contractors, agents, and employees (collectively, the "Permittee Parties"; individually, a "Permittee Party") the exclusive right to enter City-owned property described in Exhibit "A" attached to this Permit and incorporated by reference ("City-owned Property") solely for the purpose of building a series of Discovery Trails, identified in the DeForest Park Vision Plan as the DeForest Park Discovery Trails. The Discovery Trails are proposed to be located in the northern section of the Park, north of the existing Community Center building. The proposed trails will link the north end of the Park with the walking path on the east side of the Park and the proposed nature trail and dry creek on the west side of the park.

2. LOCATION. Deforest Park, 6255 Deforest Avenue, Long Beach, California 90805 ("Site").

3. USE/PROGRAM. Permittee shall use the Site for construction of Discovery Trails as outlined in the DeForest Park Vision Plan, attached hereto as Exhibit "B" and incorporated by reference.

4. TIME OF USE. Permittee Parties shall enter City-owned Property in accordance with this Permit solely during normal business hours and City-approved weekends.

5. DURATION OF PERMIT.

A. Permission to enter shall begin on September 1, 2020 and continue through August 30, 2022. The term may be extended for one (1) additional

1 one(1)-year period, at the discretion of the Department of Parks, Recreation and
2 Marine Director.

3 B. Within fifteen (15) days of revocation of this Permit, Permittee
4 shall cease entry and shall cause all Permittee Parties to cease entry on the City-
5 owned Property, shall remove all equipment, supplies, and personal property and
6 shall leave the City-owned Property in a clean, neat, and safe condition. Any
7 supplies, equipment, and personal property which are not removed within the fifteen
8 (15) day period shall become the property of the City without payment by or liability
9 of any kind on the part of the City.

10 6. TERMINATION: Either party may terminate the Permit upon 60 days'
11 written notice to the other party. However, if Permittee seeks to terminate the Permit,
12 Permittee warrants that it will not leave the Department with an unfinished construction site
13 following the expiration of the 60 day notice period.

14 7. SITE PREPARATION: City acknowledges that the permission
15 granted by this Permit shall include demolition, removal of all debris, and preparation of
16 the Site for the development of the Discovery Trails where lighting, mileage markers, native
17 plants, and drought-tolerant shade trees will be placed at the Site.

18 8. PERMITS: Permittee shall pay fees and secure all demolition,
19 grading, utility, and construction permits necessary for the construction of the Discovery
20 Trails. Copies of all permits will be submitted to the Department prior to construction. All
21 contractors will be licensed, bonded and insured, and must follow all City policies for
22 prevailing wage when working on public property. Permittee shall be responsible for
23 securing and paying for all local, State and Federal permits and associated land use
24 approvals that may be required. The Department does not waive any fees relating to the
25 improvements as may be required by other City departments.

26 9. PREVAILING WAGE RATES. Permittee is directed to the prevailing
27 wage rates. Permittee shall forfeit, as a penalty to the City, Fifty Dollars (\$50.00) for each
28 laborer, worker or mechanic employed for each calendar day, or portion thereof, that such

1 laborer, worker or mechanic is paid less than the prevailing wage rates for any work done
2 by Permittee or any subcontractor, under this Permit.

3 10. UTILITIES: Permittee will pay for all utility connections, including any
4 electricity, water, sewer, gas, and telephone/internet connections, and all subsequent utility
5 charges, including refuse collection, within the Site.

6 11. FUNDING: All funding necessary for Site Preparation and
7 construction will be provided by Permittee. Any additional funding needed for the
8 completion of the Discovery Trails will be secured by the Permittee. The Department will
9 not provide any funding, supplies, or staff support, other than review of the proposed site
10 work, and a liaison for communication purposes, unless approved in advance and in writing
11 by the Department Director or designee.

12 12. ONGOING MAINTENANCE: Permittee shall enter into a lease with
13 the City for the long-term operation of the Discovery Trails. The lease will be completed
14 prior to the conclusion of the this Permit and the opening of the trails.

15 13. SECURITY: Permittee will provide at their own expense, all
16 necessary security to ensure Site safety and security of the structures, vehicles, equipment
17 and lumber through the use of measures, such as but not limited to fencing, alarms,
18 security cameras, and/or on-site security personnel, etc. Notification of blight/graffiti,
19 vandalism or environmental damage to the Site by any cause must be repaired or cause
20 to be repaired with 72 hours of damage report or provide written notice to the City Manager
21 or designee as to when repairs will be fully completed.

22 14. SITE FEE: In exchange for Permittee providing community benefit
23 with their programs and site support, the City will not charge Permittee a fee for use of City
24 park property.

25 15. PERMIT FEE. As the Improvements are a community benefit, no
26 Permit fee shall be charged to Permittee.

27 16. INSURANCE. As a condition precedent to the effectiveness of this
28 Permit, Permittee shall provide evidence of insurance equal to the following insurance

1 coverage:

2 A. Commercial general liability insurance equivalent in scope to
3 ISO form CG 00 01 10 93 in an amount not less than \$1,000,000 per occurrence or
4 \$2,000,000 general aggregate. The coverage shall include but not be limited to
5 broad form contractual liability, cross liability, independent contractor liability, and
6 products and completed operations liability. The City, its officers, employees and
7 agents shall be named as additional insureds by endorsement on the City's
8 endorsement form or on an endorsement equivalent in scope to ISO form CG 20 26
9 11 85, and this insurance shall contain no special limitations on the scope of
10 protection given to the City, its officers, employees and agents.

11 B. Workers' compensation insurance as required by the California
12 Labor Code and employer's liability insurance in an amount not less than
13 \$1,000,000 per accident.

14 C. Commercial automobile liability insurance (equivalent in scope
15 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto), in an amount not
16 less than \$500,000 combined single limit per accident.

17 D. Any self-insurance program, self-insured retention, or
18 deductible must be separately approved in writing by City's Risk Manager or
19 designee and shall protect the City, its officials, employees and agents in the same
20 manner and to the same extent as they would have been protected had the policy
21 or policies not contained retention or deductible provisions. Each insurance policy
22 shall be endorsed to state that coverage shall not be reduced, non-renewed, or
23 canceled except after thirty (30) days prior written notice to City, and shall be primary
24 and not contributing to any other insurance or self-insurance maintained by the City.
25 Permittee shall notify the City within five (5) days after any insurance required in this
26 Permit has been voided by the insurer or canceled by Permittee.

27 E. Permittee shall require that all Permittee Parties maintain
28 insurance in compliance with this Section unless otherwise agreed in writing by

1 City's Risk Manager or designee.

2 F. Prior to entry on City-owned Property, Permittee shall deliver to
3 City certificates of insurance or self-insurance and required endorsements, including
4 any insurance required by Permittee Parties, for approval as to sufficiency and form.
5 The certificates and endorsements shall contain the original signature of a person
6 authorized by that insurer to bind coverage on its behalf. In addition, Permittee shall
7 at least thirty (30) days prior to expiration of this insurance furnish to the City
8 evidence of renewal of the insurance. City reserves the right to require complete
9 certified copies of all policies of insurance at any time. Permittee and Permittee
10 Parties shall make available to the City, during normal business hours, all books,
11 records and other information relating to the insurance required in this Permit.

12 G. Any modification or waiver of these insurance requirements
13 shall only be made by the City's Risk Manager or designee, in writing. The procuring
14 or existence of insurance shall not be construed or deemed as a limitation on liability
15 or as full performance with the indemnification provisions of this Permit.

16 H. Notwithstanding any other provision of this Permit, if Permittee
17 or a Permittee Party fails to comply with this Section, the City may immediately
18 revoke this Permit and the permission granted by this Permit.

19 17. PERMITTEE'S INDEMNIFICATION OF CITY. Permittee shall
20 indemnify, defend and hold the City, its Commissions and Boards, or their officials,
21 employees, or agents harmless from all liability, loss, damage, claims, demands, penalties,
22 fines, proceedings, causes of action, taxes, assessments, costs, and expenses (including
23 attorney's fees and experts' fees) arising from the right to enter granted by this Permit and
24 the activities of Permittee Parties on the City-owned Property under this Permit. This
25 indemnity shall survive the expiration or revocation of this Permit. The foregoing shall not
26 apply to claims or causes of action caused by the sole negligence or willful misconduct of
27 the City, its Commissions and Boards, or their officials, employees, or agents.

28 18. NON-RESPONSIBILITY OF CITY. City, its officers and employees

1 shall not be responsible or liable for loss or damage by theft, fire, flood, burglary, vandalism
2 or any other cause to the supplies, equipment or other personal property of Permittee
3 Parties in or on the City-owned Property, except to the extent caused by the gross
4 negligence of the City, its officers or employees. By executing this Permit and in
5 consideration for being allowed entry to the City-owned Property, Permittee waives all
6 claims against the City, its officers or employees for such loss or damage.

7 19. NO TITLE. Permittee and City acknowledge and agree that, by this
8 Permit, Permittee does not acquire any right, title or interest of any kind in the City-owned
9 Property, including but not limited to any leasehold interest. Permittee shall not allow the
10 City-owned Property to be used by anyone other than a Permittee Party or for any other
11 purpose than stated in this Permit. Notwithstanding any language to the contrary in this
12 Permit, if a court of competent jurisdiction deems this Permit to be a lease, then Permittee
13 waives any right of redemption under any existing or future law in the event that the City
14 removes it from the City-owned Property and agrees that, if the manner or method used
15 by the City in ending any right held by Permittee under this Permit gives to Permittee a
16 cause of action similar to or based on damages that would otherwise arise in connection
17 with unlawful detainer, then the total amount of damages to which Permittee would be
18 entitled in such action shall be One Dollar. Permittee agrees that this Section may be filed
19 in such action and that, when so filed, it shall be a stipulation by Permittee fixing the total
20 damages to which Permittee is entitled in such action.

21 20. NO ASSIGNMENT. Permittee shall not assign this Permit or the
22 permission granted by this Permit. Neither this Permit nor any interest in it shall be subject
23 to transfer by attachment, execution, proceedings in insolvency or bankruptcy, or
24 receivership. Any attempted assignment or other transfer that is not approved by the
25 Director shall be void and confer no right of entry on the purported assignee or transferee.

26 21. CONDITIONS OF PERMIT. Permittee shall obtain all necessary
27 certificates, permits and approvals as required by federal, state, and local authority prior to
28 commencing with the construction of the Discovery Trails.

1 22. NOTICE. Any notice or approval given under this Permit shall be in
2 writing and personally delivered or deposited in the U.S. Postal Service, registered or
3 certified, return receipt, to the City of Long Beach at 411 W. Ocean Blvd., Long Beach, CA
4 90802, Attention: City Manager, and to the Permittee at address first noted above. Notice
5 shall be deemed given on the date personal delivery is made or on the date shown on the
6 return receipt, whichever first occurs.

7 23. CONSIDERATION. This Permit is granted in consideration of
8 Permittee's pre-construction activities on City-owned Property, which will result in a Lease
9 for the construction and operation of the Discovery Trails as outlined in the DeForest Park
10 Vision Plan.

11 24. NO LIMITATIONS ON CITY. The Permit shall not limit the City's right
12 or power to construct, erect, build, demolish, move or otherwise modify any structures,
13 buildings, landscaping or any other type of improvement on, over, in, or under the City-
14 owned Property.

15 25. NO RELEASE. The expiration or revocation of this Permit shall not
16 release either party from any liability or obligation, which accrued prior to such expiration
17 or revocation.

18 26. NONDISCRIMINATION. In exercising its right of entry and use of the
19 City-owned Property, Permittee shall not discriminate on the basis of race, religion, national
20 origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or
21 disability.

22 27. COMPLIANCE WITH LAWS. Permittee Parties shall comply with all
23 applicable laws, rules, regulations and ordinances with respect to their activities on the
24 City-owned Property.

25 28. MISCELLANEOUS.

26 A. This Permit shall be governed by and construed in accordance
27 with the laws of the State of California.

28 B. If any part of this Permit shall be held by a court of competent

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

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IN WITNESS WHEREOF, the parties have executed this Permit on the
respective dates set forth opposite their signatures.

CAMP FIRE ANGELES, a California non-profit corporation

1-21, 2021

By Robert F. Emick
Name Robert F. Emick
Title President - Camp Fire Angeles
Board of Directors

January 21, 2021

By Georgia Stewart
Name Georgia Stewart
Title Executive Director

"Permittee"

CITY OF LONG BEACH, a municipal corporation

February 12, 2021

By Sandra J. Jakem
City Manager

"City" EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

This Right of Entry Permit is approved as to form on
FEBRUARY 10, 2021.

CHARLES PARKIN, City Attorney
By [Signature]
Deputy

1 IN WITNESS WHEREOF, the parties have executed this Permit on the
2 respective dates set forth opposite their signatures.

3 CAMP FIRE ANGELES, a California non-
4 profit corporation

5 1-21, 2021

By Robert F Emigh

Name Robert F Emigh

Title President Camp Fire Angeles

7 January 21, 2021

By Georgia Stewart

Name Georgia Stewart

Title Executive Director

9 "Permittee"

10 CITY OF LONG BEACH, a municipal
11 corporation

12 _____, 20__

By _____

City Manager

14 "City"

15 This Right of Entry Permit is approved as to form on

16 _____, 20__.

18 CHARLES PARKIN, City Attorney

19 By _____

Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

EXHIBIT “A”

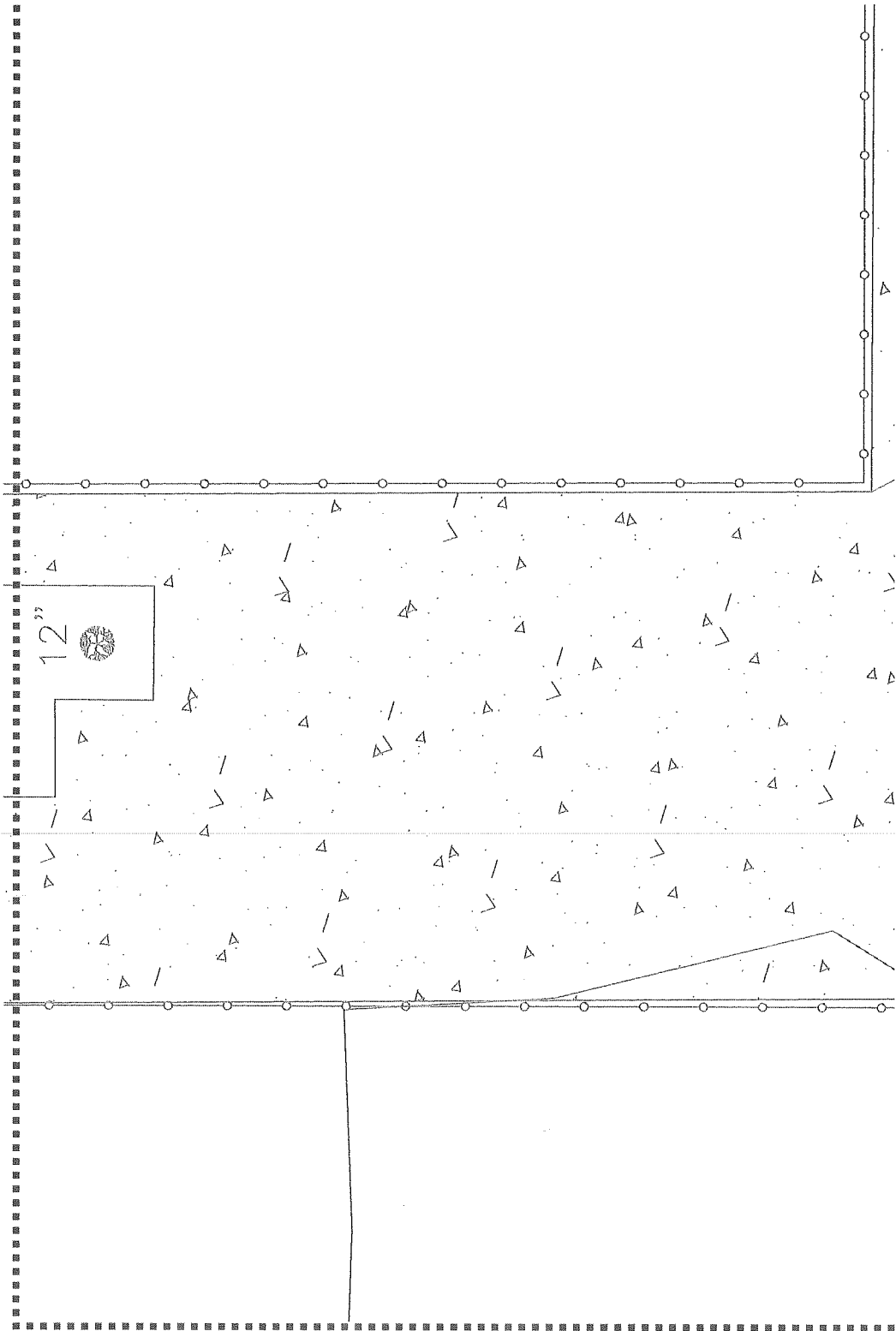
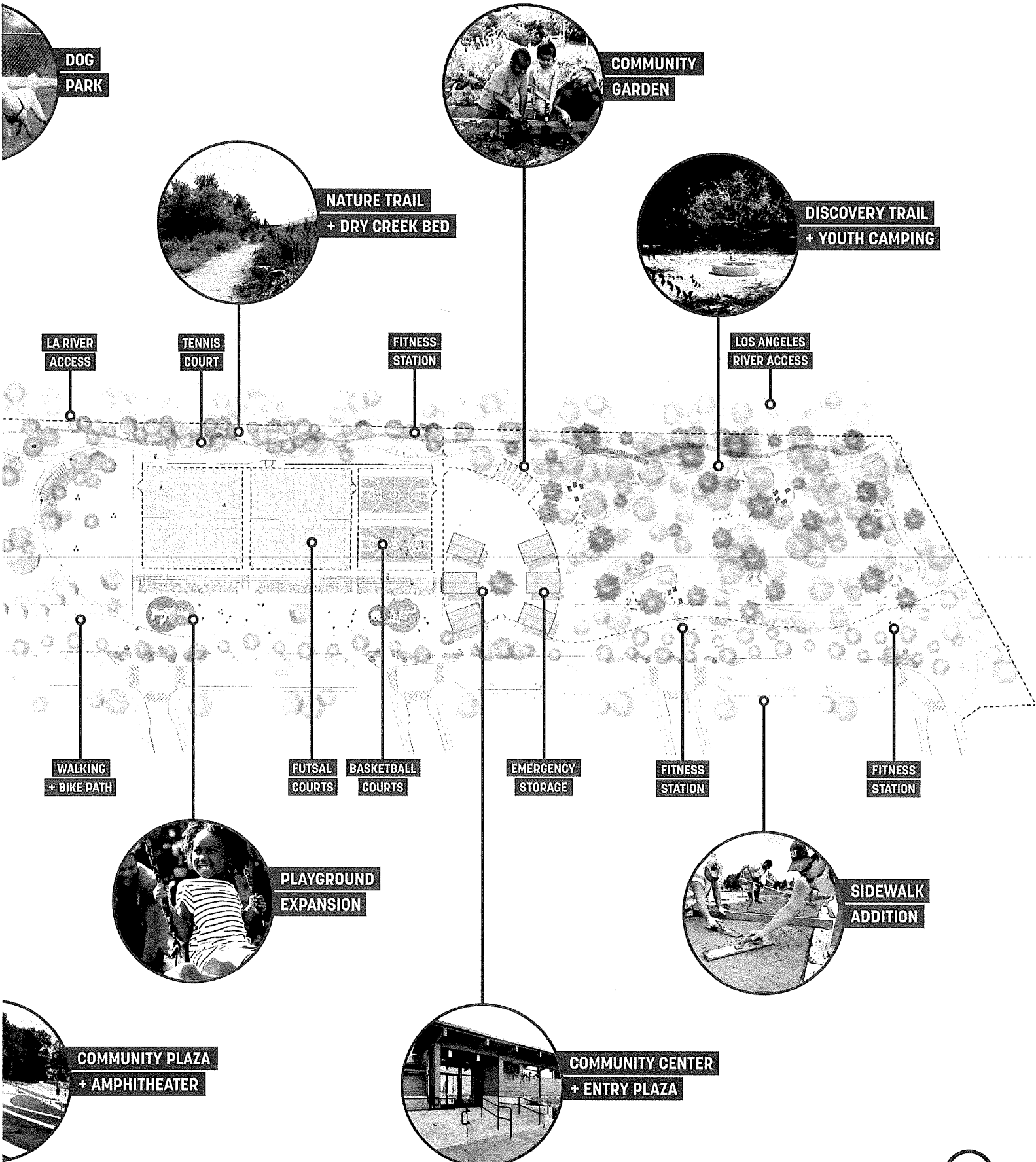
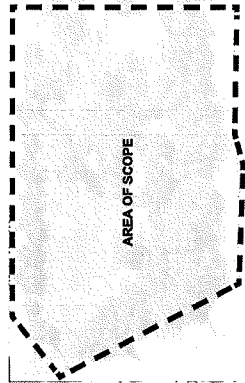


EXHIBIT “B”

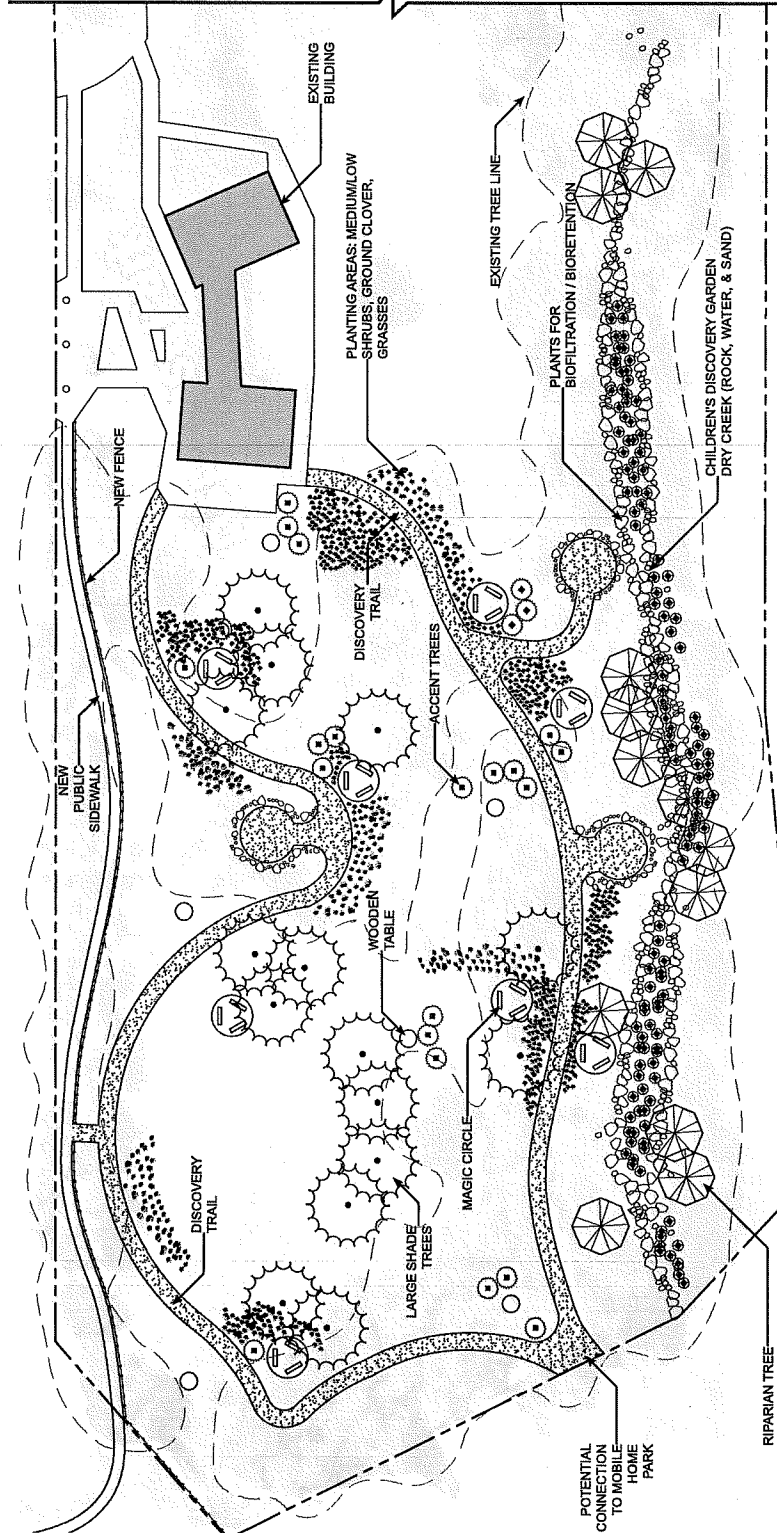
DeForest Park Vision Plan



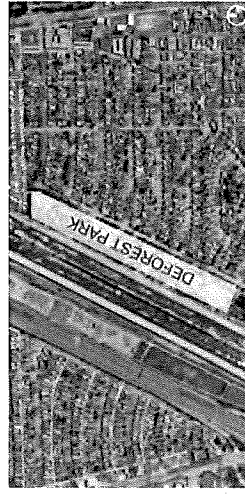
DeForest Park Discovery Trails



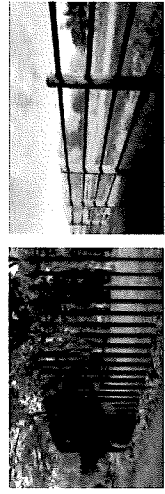
DeFOREST PARK SITE PLAN



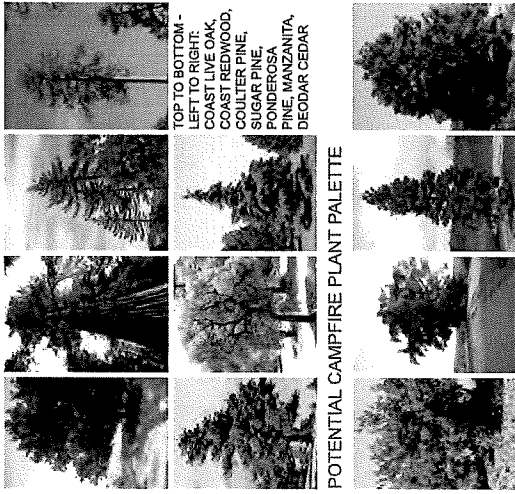
CAMP FIRE AT DeFOREST PARK PLAN



DeFOREST NEIGHBORHOOD



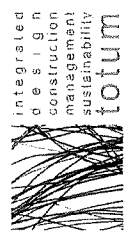
FENCING OPTIONS



POTENTIAL CAMPFIRE PLANT PALETTE

- TOP TO BOTTOM - LEFT TO RIGHT:
- COAST LIVE OAK
 - COAST REDWOOD
 - COLLIER PINE
 - SUGAR PINE
 - PONDEROSA PINE
 - MANZANITA
 - DEODAR CEDAR
- TOP TO BOTTOM - LEFT TO RIGHT:
- TOYON
 - CALIFORNIA LAUREL
 - INCENSE CEDAR
 - CATALINA IRONWOOD

POTENTIAL AIR POLLUTION REMOVAL PLANTS



CAMP FIRE AT DeFOREST PARK
 6255 DeForest Ave
 Long Beach, CA 90805
 07/24/2019



DeForest Park Discovery Trails



QUERCUS agrifolia- California Coast Live Oak

Category: Tree

Evergreen: Yes

Origin: California

Height: 30-60 feet

Width: 40-70 feet

Leaves: Leathery, Dark Green, Holly Like Leaves with
Toothed Edges

Fruit: Acorns

Exposure: Full Sun

Irrigation (H2O Info): Low to Moderate Water Needs

Plant Factor: M/L

Zones: 7-9, 14-24

DeForest Park Discovery Trails



CALOCEDRUS decurrens- Incense Cedar

Category: Tree/ Conifer

Evergreen: Yes

Origin: California Native

Height: 40-60 feet

Width: 10-20 feet

Leaves: Shiny Green Foliage

Fruit: Reddish Brown Cones

Exposure: Full Sun

Irrigation (H2O Info): Low Water Needs

Plant Factor: L

Zones: 2-12, 14-24

DeForest Park Discovery Trails



SEQUIOA sempervirens- Coast Redwood

Category: Tree

Origin: California Native

Evergreen: Yes

Flower Color: Not significant

Height: 60-100 feet

Width: 10-30 feet

Exposure: Sun or light shade

Drought Tolerant: Yes

Irrigation (H2O Info): Medium Water Needs

Sunset Zones: 4-9, 14-24

DeForest Park Discovery Trails



PINUS eldarica- Afghan Pine

Category: Tree

Evergreen: Yes

Origin: Russia, Afghanistan, Pakistan

Height: 50-80 feet

Width: 20-35 feet

Leaves: Dark Green Needles in Groups

Cones: Oval to Oblong 3" long

Exposure: Full Sun to Partial Sun

Irrigation (H2O Info): Regular to Low Water Needs

Plant Factor: M/L

Zones: 8,9, 13-24

DeForest Park Discovery Trails



CEDRUS deodara- Deodar Cedar

Category: Tree

Evergreen: Yes

Origin: Western Himalayas

Height: 60-80 feet

Width: 30 feet

Trunk: Branch Tips and Tree Top Droop to Produce a Weeping Habit

Leaves: Needles

Fruit: Pine Cones

Exposure: Full Sun

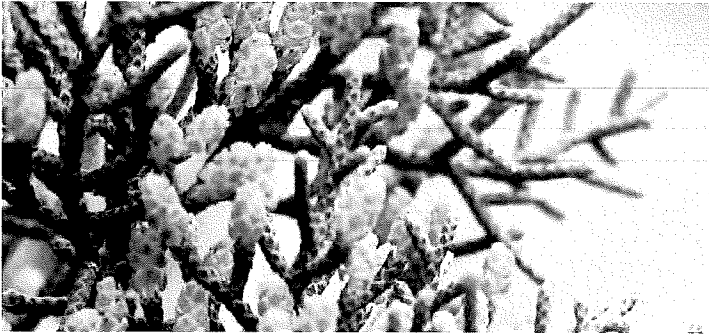
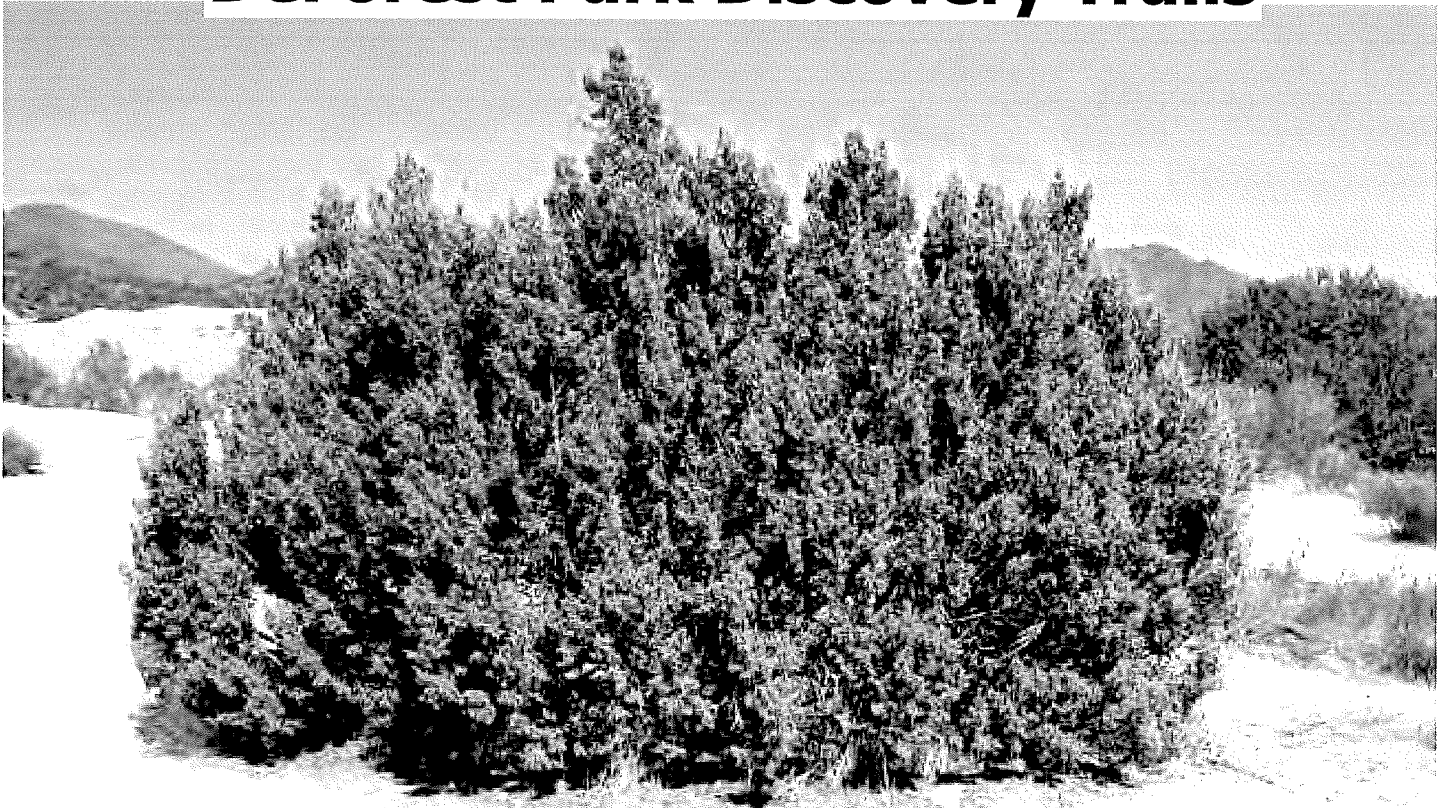
Irrigation (H2O Info): Regular Water Needs

Plant Factor: M/L

Cultivars: Provide Varying Sizes and Foliage Color

Zones: 3-9, 14-24

DeForest Park Discovery Trails



JUNIPERUS californica- California Juniper

Category: Tree

Evergreen: Yes

Origin: California

Height: 10-40 feet

Width: 10-40 feet

Trunk: Smooth Red Brown Bark Peels off in Thin Flakes

Leaves: Rich Yellow Green Foliage is composed of Small Overlapping Scales

Fruit: Blue Gray Round Fruit Matures in Early Spring

Exposure: Full Sun to Partial Shade

Irrigation (H2O Info): Medium to Low Water Needs

Plant Factor: M/L

Zones: 3-11, 14-24

DeForest Park Discovery Trails



PINUS canariensis- Canary Island Pine

Category: Tree

Evergreen: Yes

Origin: Canary Islands

Height: 50-80 feet

Width: 20-35 feet

Leaves: New Growth is Bluish Green, Mature Growth is Dark Green

Cones: Oval, Yellowish Brown

Exposure: Full Sun to Partial Sun

Irrigation (H2O Info): Regular to Low Water Needs

Plant Factor: M/L

Zones: 8,9, 13-24

DeForest Park Discovery Trails



SEQUOIA sempervirens 'Aptos Blue'- Aptos Blue Coast Redwood

Category: Tree

Evergreen: Yes

Origin: California Native

Height: 70-100 feet

Trunk: Reddish Brown Bark, Lateral Branching is Uniform and Symmetrical

Leaves: Medium Blue-Green Narrow, Pointed, Feather-like

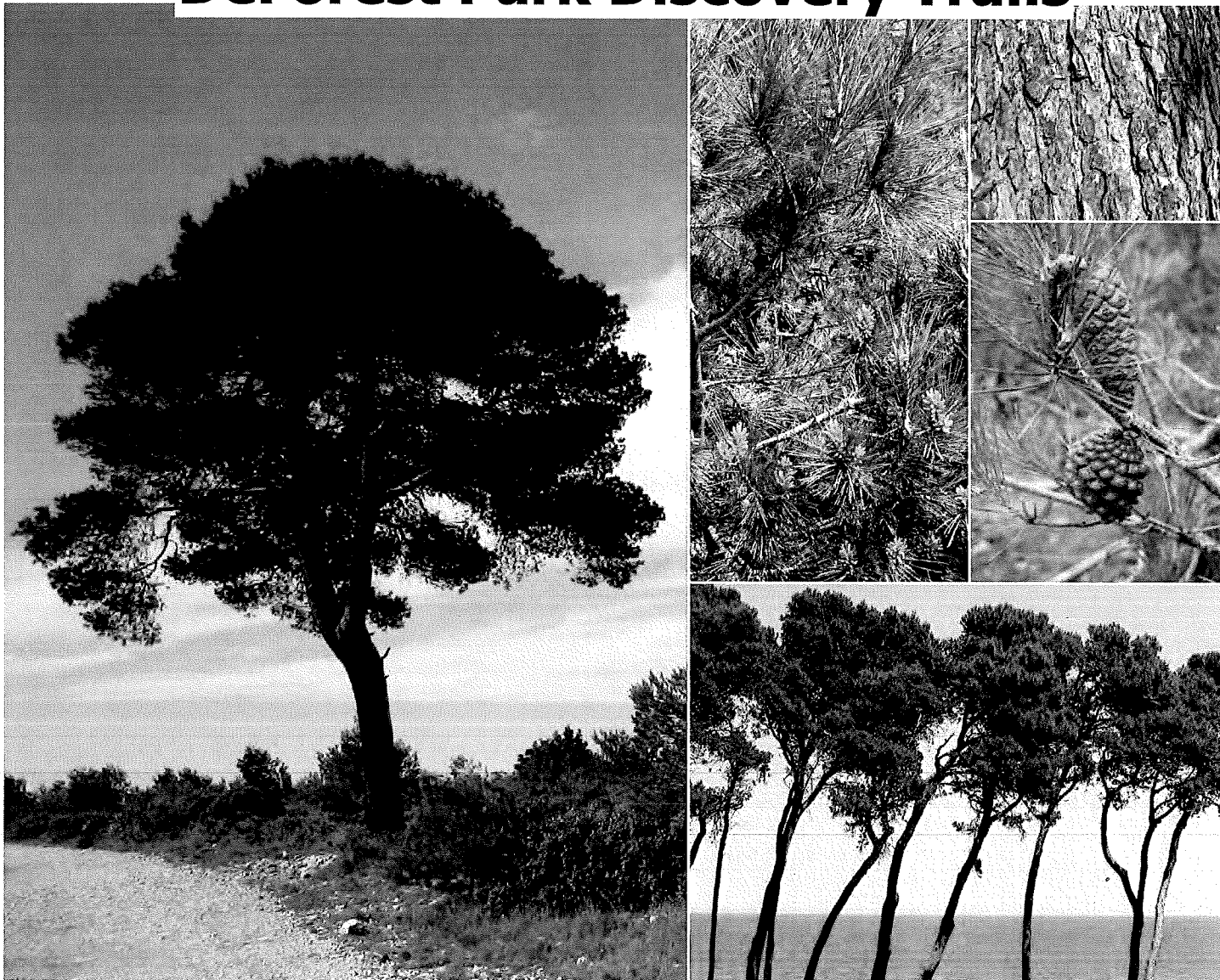
Exposure: Partial Shade, Sun

Irrigation (H2O Info): Regular Water Needs

Plant Factor: H

Zones: 7-9, 14-24

DeForest Park Discovery Trails



PINUS halepensis- Aleppo Pine

Category: Tree

Evergreen: Yes

Origin: Mediterranean Region

Height: 30-60 feet

Width: 20-40 feet

Trunk: Branches are Flexible and Wispy when Young

Leaves: Light Green Needles

Cones: Oval to Oblong, Brown when Mature

Exposure: Full Sun

Irrigation (H2O Info): Low Water Needs

Plant Factor: L/VL

Zones: 7-23