

RIGHT-OF-ENTRY PERMIT

THIS RIGHT-OF-ENTRY PERMIT ("Permit") is made this 21st day of May, 2019 by and between the CITY OF LONG BEACH, a municipal corporation ("City") and YOUNG MENS CHRISTIAN ASSOCIATION OF GREATER LONG BEACH ("Permittee").

WHEREAS, Permittee has a need to occupy a portion of certain real property owned by City commonly known as 6509 Gundry Avenue and more particularly depicted on Exhibit "A" attached hereto and consisting of only the front waiting room, the middle community room, the "garage" community room, the restrooms, kitchens and the backyard (the "Premises"). To clarify, office space is not included in the Premises. Permittee shall coordinate use of storage closets with on-site staff.

WHEREAS, City is willing to grant Permittee the temporary right to occupy the Premises upon the terms and conditions described in this Permit.

NOW THEREFORE, City and Permittee, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, agree as follows:

1. Use and Access. City hereby authorizes Permittee to use and occupy the Premises on a non-exclusive basis, for the express purpose of conducting occasional meetings and neighborhood events, between the hours of 6:00 a.m. and 5:00 p.m. on Mondays through Fridays. Any such meetings or events which are likely to include ten or more people shall require advance approval from City, which such approval may be withheld in City's absolute discretion. Permittee shall not use the Premises for any other purpose other than as described in this Section. Permittee shall not bring any hazardous materials upon the Premises.

2. Term. Permittee may occupy the Premises beginning on June 1, 2019, and continuing until August 31, 2019, subject to a 6-month extension option exercisable upon the mutual agreement of City and Permittee. At any time during the term hereof, either party may terminate this Permit upon written notice for any reason or no reason, and in such event Permittee shall thereafter completely vacate the Premises and return the Premises to City in the same condition as delivered to Permittee (including without limitation the removal of any personal property).

3. Premises and Improvements. Permittee accepts the Premises "as is", and City makes no warranty or representation whatsoever with respect to the Premises, including without limitation as to suitability for Permittee's proposed use. Permittee shall not install any improvements whatsoever at the Premises, whether permanent or temporary.

4. [Reserved].

5. Insurance.

Permittee shall provide evidence of such insurance policies and coverages as required by the City's Risk Manager, to be detailed under separate cover (see Exhibit B), in each case in form and substance acceptable to the City's Risk Manager.

6. Waiver. This Permit confers no rights upon Permittee other than expressly stated herein.

7. Release and Indemnity.

A. Permittee shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Permittee's breach or failure to comply with any of its obligations contained in this Permit, or (2) Permittee's, its officers, employees, agents, subcontractors, or anyone under Permittee's control, use of the Premises (collectively "Claims" or individually "Claim").

B. In addition to Permittee's duty to indemnify, Permittee shall have a separate and wholly independent duty to defend Indemnified Parties at Permittee's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Permittee shall be required for the duty to defend to arise. City shall notify Permittee of any Claim, shall tender the defense of the Claim to Permittee, and shall assist Permittee, as may be reasonably requested, in the defense.


C. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Permittee's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

D. The provisions of this Section shall survive the expiration or termination of this Permit.

[signatures on subsequent page]

Please contact Shawna Stevens at (562) 570-6137 to arrange access to the Premises.

CITY OF LONG BEACH,

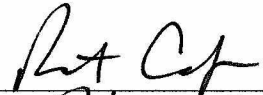
By: 
Name: _____
Title: _____

Tom Modica
Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

Agreed and Accepted:

YOUNG MENS CHRISTIAN ASSOCIATION
OF GREATER LONG BEACH

By: 
Name: Robert Cabeza
Title: Vice President

APPROVED AS TO FORM

May 30, 2019

CHARLES PARKIN, City Attorney


By 
GARY J. ANDERSON
PRINCIPAL DEPUTY CITY ATTORNEY

EXHIBIT A
PERMIT AREA



EXHIBIT B

SHORT-TERM LEASE INSURANCE REQUIREMENTS

(NON SUBLETTING, NO CONTRACTED WORK)

X. INSURANCE.

Concurrent with the execution of this Lease and as a condition of obtaining occupancy of the premises, Lessee shall procure and maintain the following types of insurance at Lessee's sole expense for the duration of this Lease, including any extensions, renewals, or holding over thereof, from insurance companies that are admitted to write insurance in the State of California or from authorized non-admitted insurers that have ratings of or equivalent to an A:VIII by A.M. Best Company:

(a) Commercial general liability insurance equivalent in coverage scope to ISO form CG 00 01 10 93 in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. Such coverage shall include but is not limited to broad form contractual liability coverage, cross liability protection, and products and completed operations. Such coverage shall not exclude abuse and molestation liability. The City of Long Beach, its officials, employees, and agents shall be added as additional insureds by endorsement equivalent in coverage scope to ISO form CG 20 26 11 85 and such endorsement shall protect the City, its officials, employees, and agents from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Lessee or from maintenance or use of the Premises. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents, and Lessee agrees to obtain and furnish evidence to City of the waiver of Lessee's liability insurance carrier of any right of subrogation against the City.

(b) All Risk property insurance in an amount sufficient to cover the full replacement value of Lessee's personal property, improvements and equipment on the Premises.

(c) Workers' compensation insurance required by the State of California and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) per accident or occupational illness. Lessee agrees to obtain and furnish evidence to City of the waiver of Lessee's workers' compensation insurance carrier of any right of subrogation against the City.

(d) With respect to damage to property, Lessor and Lessee hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial insurance is available for said damage.

(e) Any self-insurance program or self-insured retention must be approved separately in writing by Lessor and shall protect the City of Long Beach, its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions.

(f) Each insurance policy shall be endorsed to state that coverage shall not be cancelled, nonrenewed or changed by either party except after twenty (20) days prior written notice to Lessor and shall be primary to Lessor. Any insurance or self-insurance maintained by Lessor shall be excess to and shall not contribute to insurance or self-insurance maintained by Lessee.

(g) Lessee shall deliver to Lessor certificates of insurance and the required endorsements for approval as to sufficiency and form prior to commencement of this Lease. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. Lessee shall, at least twenty (20) days prior to expiration of such policies, furnish Lessor with evidence of renewals. Lessor reserves the right to require complete certified copies of all said policies at any time.

(h) Such insurance as required herein shall not be deemed to limit Lessee's liability relating to performance under this Lease. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Lease. Lessee understands and agrees that, notwithstanding any insurance, Lessee's obligation to defend, indemnify, and hold Lessor, its officials, agents, and employees harmless hereunder is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by the condition of the Premises or in any manner connected with or attributed to the acts or omissions of Lessee, its officers, agents contractors, employees, licensees, vendors, patrons, or visitors, or the operations conducted by or on behalf of Lessee, or the Lessee's use, misuse, or neglect of the Premises.

(i) Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the Lessor's Risk Manager or designee.