

33848

RIGHT-OF-ENTRY PERMIT

THIS RIGHT-OF-ENTRY PERMIT ("Permit") is made this 10th day of May, 2015 by and between the CITY OF LONG BEACH, a municipal corporation ("City") and Christian's Community Church of Los Angeles, a California corporation ("Permittee").

WHEREAS, Permittee has an immediate need to occupy a parking lot owned by City located at 2525 Grand Avenue and more particularly depicted on Exhibit "A" attached hereto (the "Premises").

WHEREAS, City is willing to grant Permittee the temporary right to occupy the Premises in exchange for the provision of certain services and 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 non-exclusively use and occupy the Premises, for the express purpose of temporarily parking vehicles belonging to Permittee's members and invitees, only on weekends and between the hours of 6:00 pm and midnight on weekdays. Permittee shall use its best efforts to encourage its members and invitees to use the "unreserved" spaces in the Premises located adjacent to E. Burnett Street. Permittee acknowledges and agrees that City may, on occasion, close or otherwise restrict all access to the Premises by Permittee in connection with a solar panel installation project being conducted on the Premises. 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 May 10, 2015, and continuing until November 9, 2015, subject to an additional six-month extension upon the mutual agreement of the City and Permittee. At any time during the term hereof, either party may terminate this Permit upon thirty (30) days' advance written notice to the other party 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.

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 make any improvements to, or place any personal property upon, the Premises whatsoever.

4. Occupancy Fee. Permittee shall not be obligated to make payments to City for use of the Premises. In lieu of a fee, for so long as this Agreement is in effect, Permittee shall make available to City, upon City's advance request, use of Permittee's meeting rooms and associated facilities located on Permittee's property at 3960 E. Gilman Street for a minimum of three days per year.

5. Insurance. Permittee shall procure and maintain the following insurance at Permittee's sole expense for the duration of this Permit, including any extensions, renewals, or holding over thereof, from insurance companies that are admitted to write insurance in the State of California or from non-admitted insurers that are on California's List of Eligible Surplus Lines Insurers (LESLI) and 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 11 85 or 10 93 in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. Such coverage shall include but is not limited to broad form contractual liability, cross liability protection, products and completed operations liability, and garage-keepers legal liability. The City of Long Beach, and its boards, 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 this coverage shall contain no special limitations on the scope of protection afforded to the City, and its boards, officials, employees, and agents.

b. Workers' compensation insurance as required by the California Labor Code and Employer's Liability insurance in an amount not less than One Million Dollars (\$1,000,000) per accident or occupational illness.

Any self-insurance program, self-insured retention or deductible must be approved separately in writing by the City's Risk Manager or designee and shall protect the City of Long Beach, and its boards, 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 such self-insurance or deductible provisions.

Each insurance required hereunder shall be endorsed to provide that coverage shall not be canceled, nonrenewed, or materially changed in coverage or limits (other than by reduction of limits by payment of claims) except after thirty (30) days prior written notice to City, and that coverage shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach, or its boards, employees, or agents.

Prior to the commencement of this Permit, Permittee shall deliver to City certificates of insurance and the endorsements required hereunder for approval as to sufficiency and form. 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. In addition, Permittee shall, at least thirty (30) days prior to expiration of such policies, furnish City with evidence of renewals. City reserves the right to require complete certified copies of all said policies at any time.

Such insurance as required herein shall not be deemed to limit Permittee's liability under this Permit. 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 Permit.

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

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.

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Please contact Tom Papademetriou at (562) 570-3304 to arrange access to the Premises.

CITY OF LONG BEACH

Assistant City Manager

By: [Signature]  
Name: Patrick H. West  
Title: City Manager

Agreed and Accepted:

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

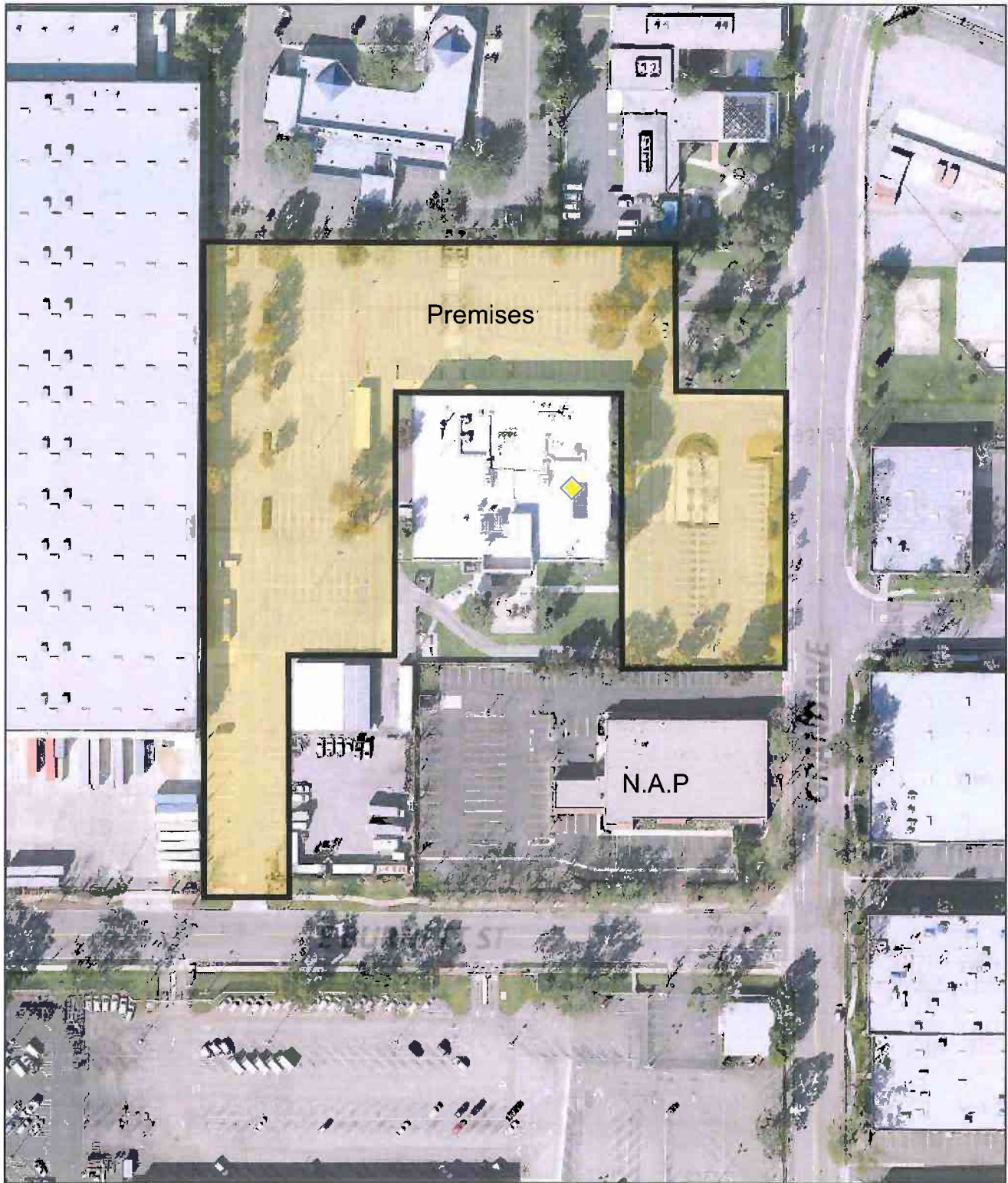
APPROVED AS TO FORM  
5.6, 20 15  
[Signature]  
CHARLES PARKIN, City Attorney  
By: [Signature]  
RICHARD ANTHONY  
DEPUTY CITY ATTORNEY

CHRISTIAN'S COMMUNITY CHURCH OF LOS ANGELES,  
a California corporation

By: [Signature]  
Name: PHILIP S. MORGAN  
Title: OPERATIONS DIRECTOR

# 2525 Grand Avenue

# Exhibit "A"



April 30, 2015

