

1 for one (1) three-year term, provided Permittee submits a written request no later
2 than ninety (90) days prior to the expiration of the Permit and that the signage is
3 maintained as stipulated in Section 13 of this Permit. Such extension shall then be
4 at the discretion of the Director.

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

13 4. Plans and Specifications. Final plans and specifications for park
14 banners, and all other additions or changes must be approved, in writing and at the
15 discretion of the Director prior to any construction by Permittee or its agents.

16 5. Non-Responsibility of City. City, its officers and employees shall not
17 be responsible or liable for loss or damage by theft, fire, flood, burglary, vandalism or any
18 other cause to the supplies, equipment or other personal property of Permittee Parties in
19 or on the City-owned property, except to the extent caused by the gross negligence of the
20 City, its officers or employees. By executing this Permit and in consideration for being
21 allowed entry to the City-owned property, Permittee waives all claims against the City, its
22 officers or employees for such loss or damage.

23 6. No Title. Except as provided in this Permit, Permittee and City
24 acknowledge and agree that, by this Permit, Permittee does not acquire any right, title or
25 interest of any kind in the City-owned property, including but not limited to any leasehold
26 interest. Permittee shall not allow the City-owned property to be used by anyone other
27 than a Permittee Party or for any other purpose than stated in this Permit.

28 ///

1 7. No Assignment. Permittee shall not assign this Permit or the
2 permission granted by this Permit. Neither this Permit nor any interest in it shall be subject
3 to transfer by attachment, execution, proceedings in insolvency or bankruptcy, or
4 receivership. Any attempted assignment or other transfer that is not approved by the City
5 Manager shall be void and confer no right of entry on the purported assignee or transferee.

6 8. Condition After Entry. After the entry of any Permittee Party on the
7 City-owned property, Permittee shall return the City-owned property in as good condition
8 or better condition as the City-owned property was in prior to such entry, reasonable wear
9 and tear excepted.

10 9. Notice. Any notice or approval given under this Permit shall be in
11 writing and personally delivered or deposited in the U.S. Postal Service, registered or
12 certified, return receipt, to the City of Long Beach, Department of Parks, Recreation and
13 Marine at 2760 Studebaker Road, Long Beach, CA 90815, Attn: Contract Management
14 Division. Notice shall be deemed given on the date personal delivery is made or on the
15 date shown on the return receipt, whichever first occurs.

16 10. Improvements. Permittee Parties shall not install, construct, erect or
17 maintain any structure or improvements on the City-owned property except as described
18 in this Permit and any attachments.

19 11. No Limitations on City. The Permit shall not limit the City's right or
20 power to construct, erect, build, demolish, move or otherwise modify any structures,
21 buildings, landscaping or any other type of improvement on, over, in, or under the City-
22 owned property. Any actions of City under this paragraph shall not interfere with
23 Permittee's use under this Permit.

24 12. No Release. The expiration or revocation of this Permit shall not
25 release either party from any liability or obligation which accrued prior to such expiration or
26 revocation.

27 13. Utilities and Maintenance. Permittee shall have reasonable use of City
28 utilities during this Permit, however, the City shall not have any obligation to Permittee to

1 provide utilities, clean-up, or provide security on the City-owned property with respect to
2 the right of entry granted by this Permit. Permittee shall pay for all ongoing maintenance
3 of the Memorial Wall, including removal of graffiti, trash, and debris from the site within
4 forty-eight (48) hours of notification. If graffiti, trash and debris is not removed within forty-
5 eight (48) hours, then City shall have the right to paint over the graffiti or remove the
6 signage.

7 14. Compliance with Laws. Permittee Parties shall be responsible to
8 acquire and pay for all necessary City permits and approvals, and pay any and all fees;
9 and shall comply with all applicable laws, rules, regulations and ordinances with respect to
10 their activities on the City-owned property.

11 15. Indemnification. Permittee shall defend, indemnify and hold harmless
12 the City, its officials, employees and agents for all claims, demands, damages, losses,
13 liability, causes of action, costs and expenses (including attorney's fees and court costs)
14 for damage to property and injury to or death of persons arising from the negligence or
15 willful misconduct of Permittee, its officers, employees and agents in connection with the
16 production and maintenance of a temporary signage.

17 16. Nondiscrimination. In connection with performance of this Permit and
18 subject to applicable rules and regulations, Permittee shall not discriminate against any
19 employee or applicant for employment because of race, religion, national origin, color, age,
20 sex, sexual orientation, gender identify, AIDS, HIV status, handicap, or disability. Permittee
21 shall ensure that applicants are employed, and that employees are treated fairly during
22 their employment, without regard to these bases. These actions shall include, but not be
23 limited to, the following: employment, upgrading, demotion or transfer, recruitment or
24 recruitment advertising, layoff or termination, rates of pay or other forms of compensation,
25 and selection for training, including apprenticeship.

26 It is the policy of City to encourage the participation of Disadvantaged,
27 Minority and Women-owned Business Enterprises in City's procurement process, and
28 Permittee agrees to use its best efforts to carry out this policy in the hiring of Contractors

1 to the fullest extent consistent with the efficient performance of this Permit. Permittee may
2 rely on written representations by consultants and subcontractors regarding their status.
3 Permittee shall report to City in May or in December or, in the case of short-term
4 agreements, prior to invoicing for final payment, the names of all sub consultants and
5 contractors hired by Permittee for this Project and information on whether or not they are
6 a Disadvantaged, Minority or Woman-owned Business Enterprise, as defined in Section 8
7 of the Small Business Act (15 U.S.C. Section 637).

8 17. Insurance. As a condition precedent to the effectiveness of this Permit
9 Permittee shall procure and maintain at its expense for the duration of the Permit from
10 insurance companies that are admitted to write insurance in California or from authorized
11 non-admitted insurance companies that have ratings of or equivalent to A:VIII by A.M. Best
12 Company:

13 (a) Commercial general liability insurance (equivalent in scope to
14 ISO form CG00 01 11 85 or CG 00 01 11 88) in an amount not less than One Million
15 Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00)
16 general aggregate. Such coverage shall include but not be limited to broad form
17 contractual liability, cross liability, independent contractors liability, and products
18 and completed operations liability. The City, its officials, employees and agents
19 shall be named as additional insureds by endorsement (on the City's endorsement
20 form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG
21 20 25 11 85), and this insurance shall contain no special limitations on the scope of
22 protection given to the City, its officials, employees and agents.

23 (b) Workers' compensation insurance as required by the California
24 Labor Code and employer's liability insurance in an amount not less than One Million
25 Dollars (\$1,000,000.00) per accident.

26 (c) Commercial automobile liability insurance (equivalent in scope
27 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto), in an amount not
28 less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit per

1 accident.

2 Any self-insurance program, self-insured retention, or deductible must be
3 separately approved in writing by City's Risk Manager or designee and shall protect the
4 City, its officials, employees and agents in the same manner and to the same extent as
5 they would have been protected had the policy or policies not contained retention or
6 deductible provisions. Each insurance policy shall be endorsed to state that coverage shall
7 not be reduced in coverage, nonrenewed, or canceled except after thirty (30) days prior
8 written notice to City, and shall be primary and not contributing to any other insurance or
9 self-insurance maintained by the City, its officials, employees and agents. Permittee shall
10 notify the City within five (5) days after any insurance required herein has been voided by
11 the insurer or cancelled by the insured.

12 Permittee shall require that all contractors which Permittee uses in creating
13 the signage maintain insurance in compliance with this Section unless otherwise agreed in
14 writing by City's Risk Manager or designee.

15 Prior to the start of performance of work at the Site, Permittee shall deliver to
16 City certificates of insurance and required endorsements, including any insurance required
17 of Permittee's contractors for approval as to sufficiency and form. The certificates and
18 endorsements shall contain the original signature of a person authorized by that insurer to
19 bind coverage on its behalf. In addition, Permittee shall, at least thirty (30) days prior to
20 expiration of the insurance required hereunder, furnish to the City certificates of insurance
21 and endorsements evidencing renewal of such insurance. City reserved the right to require
22 complete certified copies of all policies of Permittee and Permittee's contractors at any
23 time. Permittee and Permittee's contractors shall make available to the City all books,
24 records and other information relating to the insurance coverage required herein during
25 normal business hours.

26 Any modification or waiver of the insurance requirements herein shall only be
27 made with the written approval of the City's Risk Manager or designee. Not more frequently
28 than once a year, the City's Risk Manager or designee may require that Permittee change

1 the amount, scope or types of coverages required herein if, in his or her sole opinion, the
2 amount, scope, or types of coverages herein are not adequate.

3 The procuring or existence of insurance shall not be construed or deemed as
4 a limitation on liability relating to Permittee's performance of services or as full performance
5 of or compliance with the indemnification provisions herein.

6 18. Prevailing Wage Rates. Permittee is directed to the prevailing wage
7 rates. Permittee shall forfeit, as a penalty to the City, Fifty Dollars (\$50.00) for each laborer,
8 worker or mechanic employed for each calendar day, or portion thereof, that such laborer,
9 worker or mechanic is paid less than the prevailing wage rates for any work done by
10 Permittee or any subcontractor, under this Permit.

11 19. Costs. Permittee shall be solely responsible for all necessary funding
12 to install and maintain the Memorial Wall, including graffiti abatement, environmental
13 damage repair and/or varnish as required.

14 20. Independent Contractor. Permittee is an independent contractor and
15 not an employee, agent or other representative of the City. Permittee shall have the right
16 to select the means, manner and method of performing the services described herein. The
17 Permittee understands and agrees that Permittee is not authorized to incur any expenses
18 or any liability whatsoever on behalf of the City and has no authority, expressed or implied,
19 to obligate or make representations on behalf of the City.

20 21. Copyright Ownership. City shall own the signage, and shall have all
21 rights normally inherent in such ownership. Permittee retains the copyright in the image
22 embodied in the signage, and all other intellectual property rights associated with the
23 signage. Permittee Parties hereby grant to City a perpetual, royalty-free license to copy
24 the image embodied in the signage in promoting the Long Beach community, or for any
25 social or educational purpose. Permittee Parties waive any rights under VARA (Visual
26 Artists Rights Act of 1990), California Civil Code Sections 980-989 et seq., and other laws
27 to similar effect, to prevent the destruction, distortion, mutilation, or other modification of
28 the signage by reason of the redevelopment, blight, graffiti abatement, expansion or

1 demolition of the building to which it is fixed.

2 22. Miscellaneous.

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

5 B. If any part of this Permit shall be held by a court of competent
6 jurisdiction to be invalid, void or unenforceable, then the remainder of the Permit
7 shall remain in full force and effect and shall not be affected, impaired or invalidated.

8 C. This Permit may only be amended by a written agreement,
9 signed by the City and Permittee after authorization by City's Parks and Recreation
10 Commission.

11 D. This Permit contains the entire understanding of the City and
12 Permittee and supersedes all other agreements, oral or written, with respect to the
13 subject matter of this Permit.

14 E. On the expiration or revocation of this Permit, Permittee agrees
15 to and shall execute such documents, in recordable form if so requested, as the City
16 deems reasonably necessary to end the Permit and remove the Permit as an
17 encumbrance on the City-owned Property.

18 F. In any action or proceeding to enforce or interpret or revoke this
19 Permit, the prevailing party shall be entitled to attorney's fees and costs.

20 G. The failure or delay of the City to insist on strict compliance with
21 the provisions of this Permit shall not be deemed a waiver of any right or remedy
22 that City may have and shall not be deemed a waiver of any subsequent or other
23 failure to comply with any provision of this Permit.

24 H. This Permit is not intended or entered for the purpose of
25 creating any benefit or right for any person or entity that is not a signatory or a
26 Permittee Party.

27 ///

28 ///

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

HONORING OUR FALLEN, INC., a
501(c)(3) California nonprofit corporation

April 24, 2018

By [Signature]
Name Laura Herzog
Title Executive Director

April 26, 2018

By [Signature]
Name RICHARD T. MARTINEZ
Title BOARD PRESIDENT

"Permittee"

PARKS AND RECREATION
COMMISSION OF THE CITY OF LONG
BEACH, CALIFORNIA

5/3, 2018

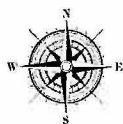
By [Signature]
Director

"City"

This Right of Entry Permit is approved as to form on
4/30, 2018.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy



HONORING OUR FALLEN MEMORIAL WALL
at Rosie the Riveter Park