

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

REVOCABLE USE PERMIT

35019

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

The PARKS AND RECREATION COMMISSION OF THE CITY OF LONG BEACH, through the Director of the Department of Parks, Recreation and Marine (“Director”) of the City of Long Beach (“City”) hereby grants permission to LONG BEACH BOW HUNTERS, INC., a California nonprofit corporation, whose address is 17125 Laurel Street, Fountain Valley, California 92708 (“Permittee”), to use the facility described below, subject to the following terms and conditions.

1. USE.

A. Subject to and on the terms and conditions of this Permit Permittee, shall have the non-exclusive use of the eastern portion of the Olympic Range and the Indoor/Flint Range at the El Dorado Archery Range, shown on Exhibit “A”, attached hereto (the “Permit Area”). Permittee may use the Permit Area for the conduct of instruction, safety classes, and member practice in archery. The Permit Area will continue to be available for use by the general public and the usability shall be unaffected by this Revocable Use Permit.

B. Permittee shall have uninhibited use of the Permit Area between 6:00 p.m. and 10:00 p.m. on Thursdays, and between 8:00 a.m. and 12:00 p.m. (noon) on Sundays.

C. Permittee will have a key and access to the storage closet in the small enclosure within the Flint Range.

D. Permittee acknowledges and agrees that, by this Permit, Permittee does not acquire any right, title, or interest in the Permit Area, including the right to possession and control, but acquires only the mere right to use. Permittee acknowledges and agrees that this Permit shall not be deemed a lease for any purpose.

2. TARGETS. Targets containing two- or three-dimensional depictions

of humans or of animals which cannot be lawfully hunted in accordance with the

1 California Fish and Game Code are prohibited.

2 3. TERM.

3 A. The term of this Permit shall commence at midnight on
4 October 1, 2014, and shall terminate at 11:59 p.m. on September 30, 2019, unless
5 sooner terminated as provided in this Permit. The term may be extended for two
6 (2) two-year periods at the discretion of the Director.

7 B. Permittee agrees that nothing contained in this Permit creates
8 any right in Permittee for any relocation assistance or payment pursuant to the
9 provisions of Title 1, Division 7, Chapter 16 of the California Government Code
10 from the City on expiration or revocation of this Permit.

11 4. TERMINATION. Either party shall have the right to terminate this
12 Permit by giving thirty (30) calendar days prior written notice to the other party.

13 5. COMPENSATION. Permittee shall maintain and replace the target
14 backdrops and painted lanes, replace indoor lighting and bulbs at the Flint Range, and
15 work with other permitted groups to replace the excelsior bales on the Olympic Range. In
16 exchange, Permittee will not be charged for use of the Permit Area.

17 6. LIVESCAN. Pursuant to Department policies regarding adult
18 interactivity with children in parks, Permittee shall ensure that all of its teachers and
19 parent/guardian participants are LiveScanned prior to teaching/interacting with school
20 enrollees. When available, the Department shall perform the Livescans and/or refer the
21 LiveScanees to alternative City Livescan sites.

22 7. INSURANCE. As a condition precedent to the effectiveness of this
23 Permit, Permittee shall procure and maintain at Permittee's expense for the duration of
24 the Permit from an insurance company that is admitted to write insurance in California or
25 from authorized non-admitted insurance companies that have ratings of or equivalent to
26 A:VIII by A.M. Best Company:

27 (a) Commercial general liability insurance equivalent in scope to ISO
28 form CG 00 01 11 85 or CG 00 01 10 93 in an amount not less than Two Million

1 Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00)
2 general aggregate. Such coverage shall include but not be limited to broad form
3 contractual liability, cross liability, independent contractors liability, and products
4 and completed operations liability. The City, its officials, employees and agents
5 shall be named as additional insureds by endorsement on the City's endorsement
6 form or on an endorsement equivalent in scope to ISO form CG 20 26 11 85, and
7 this insurance shall contain no special limitations on the scope of protection given
8 to the City, its officials, employees and commissions.

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

12 (c) "All Risk" property insurance in an amount sufficient to cover the full
13 replacement value of Permittee's personal property at the Permit Area.

14 (d) Commercial automobile liability insurance equivalent in scope to ISO
15 form CA 00 01 06 92 covering Auto Symbol 1 (Any Auto), in an amount not less
16 than Five Hundred Thousand Dollars (\$500,000.00) combined single limit per
17 accident.

18 Any self-insurance program shall protect the City, its officials, employees
19 and agents in the same manner and to the same extent as they would have been
20 protected had the policy or policies not contained retention provisions. Each insurance
21 policy shall be endorsed to state that coverage shall not be suspended, voided or
22 canceled by either party except after thirty (30) days prior written notice to City, and shall
23 be primary and not contributing to any other insurance or self-insurance maintained by
24 City, its officials, employees and agents.

25 Permittee shall require that all contractors and subcontractors which
26 Permittee uses in connection with this Permit maintain insurance in compliance with this
27 Section unless otherwise agreed in writing by City's Risk Manager or designee.

28 Prior to the start of the term of this Permit, Permittee shall deliver to City

1 certificates of insurance and required endorsements, including any insurance required of
2 Permittee's contractors and subcontractors, for approval as to sufficiency and form. The
3 certificates and endorsements shall contain the original signature of a person authorized
4 by that insurer to bind coverage on its behalf. In addition, Permittee shall, at least thirty
5 (30) days prior to expiration of the insurance required hereunder, furnish to the City
6 certificates of insurance and endorsements evidencing renewal of such insurance. City
7 reserves the right to require complete certified copies of all policies of Permittee or
8 Permittee's contractors or subcontractors, at any time. Permittee shall make available to
9 the City all books, records and other information relating to the insurance coverage
10 required herein during normal business hours.

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

13 This section shall not be construed or deemed as a limitation on liability
14 relating to Permittee hereunder or as full performance of or compliance with the
15 indemnification provisions herein.

16 8. HAZARDOUS MATERIALS. No goods, merchandise, supplies,
17 personal property, materials, or items of any kind shall be kept, stored, or sold in, on or at
18 the Permit Area which are in any way explosive or hazardous. Permittee shall comply
19 with California Health and Safety Code Section 25359.7 or its successor statute
20 regarding notice to the City on discovery by Permittee of the presence or suspected
21 presence of any hazardous substance in, on or at the Permit Area.

22 9. NO ASSIGNMENT. Permittee shall not assign or transfer this Permit
23 or any interest herein, nor sublease the Permit Area or any part thereof, and any
24 attempted transfer, assignment, or sublease shall result in immediate revocation of this
25 Permit. Neither this Permit nor any interest in it shall be subject to transfer by
26 attachment, execution, proceedings in solvency or bankruptcy (voluntary or involuntary),
27 or receivership. Any attempted assignment or transfer shall be a default and shall be
28 voided and shall convey no interest.

1 10. LICENSES, PERMITS, AND TAXES. Permittee shall obtain and pay
2 for all licenses and permits required for its use of the Permit Area and operations thereon.
3 In addition, Permittee shall promptly pay when due all taxes levied on its personal
4 property in, on or at the Permit Area and any possessory interest taxes attributable to this
5 Permit.

6 11. CONTROL OF PERMIT AREA. The Director shall have absolute
7 and full control of the Permit Area during this Permit. If necessary for the health, welfare
8 or safety of the general public, or as a result of the expiration or revocation of this Permit,
9 the Director shall have the right to enter the Permit Area and take possession thereof
10 immediately. The Director reserves the right to enter the Permit Area at any and all
11 reasonable times including the times and days of Permittee's use. City reserves the right
12 to do any work at the Permit Area for the preservation, operation and maintenance of the
13 Permit Area. City will inform Permittee when such work is going to be done if it impacts
14 Permittee's use.

15 12. COMPLIANCE. Permittee shall comply with all applicable laws,
16 rules, regulations, and directives of the Director relating to the use of the Permit Area.
17 Failure to do so may result in the immediate revocation of this Permit.

18 13. SIGNS AND ADVERTISEMENTS. All signs, advertising or
19 promotional material placed in, on or at the Permit Area shall be approved, in advance, in
20 writing by the Director. Permittee shall pay the cost of production, maintenance and
21 repair of said signs, advertising or promotional material.

22 14. NONDISCRIMINATION. During its use of the Permit Area and
23 operations, Permittee and its employees shall not discriminate on the basis of race,
24 religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV
25 status, handicap, or disability by refusing to furnish such person any accommodation,
26 facility, service, or privilege offered to or enjoyed by the general public. Nor shall
27 Permittee publicize its operations in any manner that would directly or inferentially reflect
28 on or question the acceptability of the patronage of any person on any of these bases.

1 Permittee shall not discriminate against any employee or applicant for
2 employment on any of these bases. Permittee shall take affirmative action to ensure that
3 applicants are employed and that employees are treated without regard to any of said
4 bases. Such action shall include but not be limited to employment upgrading, demotion,
5 transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other
6 forms of compensation, and selection for training, including apprenticeship.

7 15. HEALTH AND SAFETY. Permittee shall correct safety deficiencies
8 and violations of safety practices immediately and shall cooperate fully with the Director
9 in the investigation of accidents occurring in, on or at the Permit Area. In the event of
10 injury to a patron or customer, Permittee shall see that the injured person receives
11 prompt and qualified medical attention. If Permittee fails to correct unsafe or unhealthy
12 conditions which have led or, in the opinion of the City, could lead to injury, the Director
13 may immediately revoke this Permit.

14 16. DEFAULT. If Permittee fails or refuses to comply with any term or
15 condition of this Permit after notice of such failure or refusal from the Director, then the
16 Director may immediately revoke this Permit. The acceptance of all or part of the
17 payment of any Permit Fee after default shall not be deemed a waiver of any right to
18 revoke this Permit on account of such default. Any waiver by the City of a default shall
19 be in writing, and shall not be construed as or constitute a waiver of any subsequent
20 default of the same or any other term or condition of this Permit.

21 Failure to pay, when due, any fees, charges, assessments, or taxes due the
22 City including but not limited to permit fees, business license fees, and charges for refuse
23 service, gas, water, sewer or other utility provided by City shall be a default under this
24 Permit.

25 17. NO WAIVER. The failure or delay of the City to insist on strict
26 compliance with any provision of this Permit shall not be deemed a waiver of any right or
27 remedy that City may have and shall not be deemed a waiver of any subsequent or other
28 failure to comply with any provision of this Permit. The receipt and acceptance of all or a

1 part of the payment of a delinquent Permit Fee shall constitute only a waiver of timely
2 payment for the particular Permit Fee payment involved and shall not constitute a waiver
3 of any other failure to comply.

4 18. CLAIMS. The City, its officials, employees, and commissions shall
5 not be liable for and Permittee hereby waives all claims against the City, its commissions,
6 officials and employees for loss, theft, or damage to equipment, furniture, trade fixtures,
7 furnishings, records, and other personal property in, on or at the Permit Area, for loss or
8 damage to Permittee's business, or injury to or death of persons in, on or at the Permit
9 Area from any cause except to the extent caused by the gross negligence or willful
10 misconduct of the City, its commissions, officials and employees.

11 19. ABANDONMENT. If Permittee abandons the Permit Area or
12 discontinues use thereof by operation of law or otherwise, title to any personal property
13 belonging to Permittee and left in, on or at the Permit Area forty-five (45) days after
14 abandonment or discontinuance of use shall be deemed to have been transferred to the
15 City. The City shall thereafter have the right to remove and to dispose of said property
16 without liability to Permittee or to any person claiming under Permittee, and shall have no
17 duty to account therefore. Permittee hereby names the Director as Permittee's attorney
18 in fact to execute and deliver such documents or instruments as may be reasonably
19 required to dispose of such property and transfer title thereto.

20 20. REVOCAION. In addition to other provisions herein providing for
21 immediate revocation, the Director may revoke this Permit immediately (a) if the Director
22 determines that Permittee has violated or failed to comply with any provision of this
23 Permit unless another remedy is stated herein; (b) if the Director has evidence of
24 misrepresentation or fraud by Permittee; (c) if the City has evidence that Permittee acted
25 unfairly or in bad faith in dealing with the public; or (d) if necessary for the health, welfare
26 or safety of the public. On revocation, Permittee shall immediately cease its use of the
27 Permit Area and its operations thereunder and remove its property from the Permit Area.

28 ///

1 21. INDEMNIFICATION. Permittee shall indemnify and hold harmless
2 the City, its Boards, commissions, their officials, and employees from and against any
3 and all liability, claims, demands, damage, causes of action, loss, proceedings, penalties,
4 costs and expenses (including but not limited to attorney's fees, court costs, and expert
5 and witness fees) (collectively "Claims" or individually "Claim"), except for those arising
6 out of the City's negligence. The City indemnifies Permittee against any and all claims
7 arising out of City's negligence. Claims include by way of example but are not limited to:
8 Claims for property damage, personal injury or death arising, in whole or in part, from any
9 negligent act or omission of Permittee, its officers, employees, agents, invitees,
10 contractors, subcontractors, or anyone under Permittee's control (collectively
11 "Indemnitor"); Permittee's breach of this Permit; misrepresentation; willful misconduct;
12 and Claims by any employee of Indemnitor relating in any way to worker's compensation.
13 Independent of the indemnification duty and as a free-standing duty on the part of
14 Permittee, Permittee shall defend City and shall continue such defense until the Claim is
15 resolved, whether by settlement, judgment or otherwise. No finding or judgment of
16 negligence, fault, breach, or the like on the part of Indemnitor shall be required for the
17 duty to defend to arise. For purposes of the duty to defend, Claim shall include
18 allegations. Permittee shall give to the City notice of any Claim within ten (10) calendar
19 days. Likewise, the City shall notify Permittee of any Claim, shall tender the defense of
20 such Claim to Permittee, and shall assist Permittee, as may be reasonably requested, in
21 such defense.

22 22. NOTICE. Notice shall be in writing and personally delivered or
23 deposited in the U.S. Postal Service, first class, postage prepaid to the Director at 2760
24 Studebaker Road, Long Beach, California 90815 with a copy to the City of Long Beach at
25 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager, and to
26 Permittee at the address first stated above. Change of address shall be given in the
27 same manner as described in this Section for other notices. Notice shall be deemed
28 given on the date deposited in the mail or on the date personal delivery is made,

1 whichever is applicable and occurs first.

2 23. POSSESSORY INTEREST. This Permit may create a possessory
3 interest subject to taxation and, if so, Permittee shall pay said tax prior to delinquency.
4 Evidence of payment shall be given to City upon request.

5 24. MISCELLANEOUS. This Permit shall be governed by and construed
6 in accordance with the laws of the State of California. This Permit constitutes the entire
7 understanding between the City and Permittee and supersedes all other agreements, oral
8 or written, with respect to the subject matter herein. Revocation or expiration of this
9 Permit shall not affect rights or liability that accrued hereunder prior to such revocation or
10 expiration. This Permit shall not be construed or interpreted against either the City or
11 Permittee as the drafter. This Permit is not intended or entered for the purpose of
12 creating any benefit or right for any person or entity that is not a signatory to this Permit.

13 ///
14 ///
15 ///
16 ///
17 ///
18 ///
19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
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

Permittee hereby accepts and agrees to abide by the above terms and conditions.

LONG BEACH BOW HUNTERS, INC., a
California nonprofit corporation

AUG 07 2018, 2018

By: [Signature]
Name Vincent A. Dimicela
Title _____

AUG 07 2018, 2018

By: [Signature]
Name Joshua [unclear]
Title vice president

"Permittee"

PARKS AND RECREATION COMMISSION OF
THE CITY OF LONG BEACH CALIFORNIA

8-9, 2018

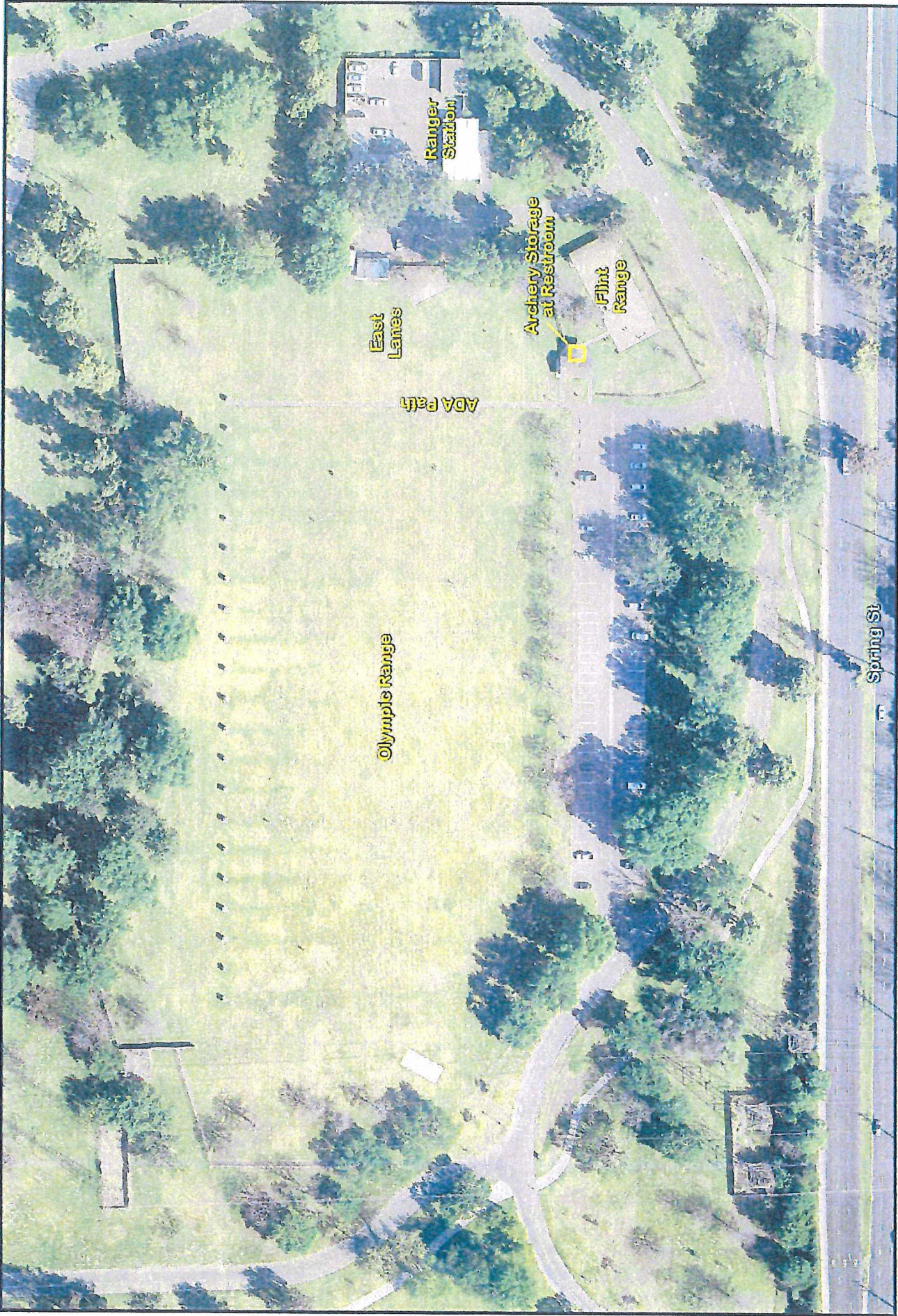
By: [Signature]
Director

"City"

This Revocable Use Permit is approved as to form on
8/9, 2018.

CHARLES PARKIN, City Attorney

By: [Signature]
Deputy



El Dorado Park East Area II Archery Range

