

RIGHT OF ENTRY PERMIT

P - 00238

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 CONSERVATION CORPS OF LONG BEACH, a California non-profit corporation ("Permittee"), whose address is 340 Nieto Avenue, Long Beach, California 90814.

1. ACCESS. City grants to Permittee, its contractors, agents, and employees (collectively, the "Permittee Parties"; individually, a "Permittee Party") the 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 satellite office along the Lower Los Angeles River, identified in the DeForest Park Vision Plan as the Environmental Stewardship Center (the "Center"). The Center will serve as the base of operations for work along the Lower Los Angeles River along with stewardship activities at DeForest Park and DeForest Wetlands as well as offer community education about the environment and local watershed and will have office space and training areas for Permittee and community rooms open for public use as a neighborhood meeting location.

2. LOCATION. The location of the Center is in DeForest Park, 6255 DeForest Avenue, Long Beach, California 90805 ("Site").

3. USE/PROGRAM. Permittee shall use the Site for construction of an Environmental Stewardship Center building 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.

///

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

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

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

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

7. SITE PREPARATION: City acknowledges that the permission granted by this Permit shall include improvements as follows:

- A. Demolition of existing restroom building;
- B. Removal of all debris;
- C. Cap any unused utilities; and
- D. Prepare the site for a new building structure.

8. PERMITS: Permittee shall pay fees and secure all demolition, grading, utility, and construction permits necessary for the construction of the Center. Copies of all permits will be submitted to the Department prior to construction. All contractors will be licensed, bonded and insured, and must follow all City policies for prevailing wage when working on public property. Permittee shall be responsible for securing and paying for all local, State and Federal permits and associated land use

1 approvals that may be required. The Department does not waive any fees relating to the  
2 improvements as may be required by other City departments.

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

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

11 11. FUNDING: All funding necessary for Site Preparation and  
12 construction will be provided by Permittee. Any additional funding be needed for the  
13 completion of the Center will be secured by the Permittee. The Department will not provide  
14 any funding, supplies, or staff support, other than review of the proposed site work, and a  
15 liaison for communication purposes, unless approved in advance and in writing by the  
16 Department Director or designee.

17 12. ONGOING MAINTENANCE: Permittee shall enter into a lease with  
18 the City for the long-term operation of the Center. The lease will be completed prior to the  
19 conclusion of the this Permit and the opening of the Center.

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

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

1 park property.

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

4 16. INSURANCE. As a condition precedent to the effectiveness of this  
5 Permit, Permittee shall provide evidence of insurance equal to the following insurance  
6 coverage:

7 A. Commercial general liability insurance equivalent in scope to  
8 ISO form CG 00 01 10 93 in an amount not less than \$1,000,000 per occurrence or  
9 \$2,000,000 general aggregate. The coverage shall include but not be limited to  
10 broad form contractual liability, cross liability, independent contractor liability, and  
11 products and completed operations liability. The City, its officers, employees and  
12 agents shall be named as additional insureds by endorsement on the City's  
13 endorsement form or on an endorsement equivalent in scope to ISO form CG 20 26  
14 11 85, and this insurance shall contain no special limitations on the scope of  
15 protection given to the City, its officers, employees and agents.

16 B. Workers' compensation insurance as required by the California  
17 Labor Code and employer's liability insurance in an amount not less than  
18 \$1,000,000 per accident.

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

22 D. Any self-insurance program, self-insured retention, or  
23 deductible must be separately approved in writing by City's Risk Manager or  
24 designee and shall protect the City, its officials, employees and agents in the same  
25 manner and to the same extent as they would have been protected had the policy  
26 or policies not contained retention or deductible provisions. Each insurance policy  
27 shall be endorsed to state that coverage shall not be reduced, non-renewed, or  
28 canceled except after thirty (30) days prior written notice to City, and shall be primary



1 and not contributing to any other insurance or self-insurance maintained by the City.  
2 Permittee shall notify the City within five (5) days after any insurance required in this  
3 Permit has been voided by the insurer or canceled by Permittee.

4 E. Permittee shall require that all Permittee Parties maintain  
5 insurance in compliance with this Section unless otherwise agreed in writing by  
6 City's Risk Manager or designee.

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

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

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

24 17. PERMITTEE'S INDEMNIFICATION OF CITY. Permittee shall  
25 indemnify, defend and hold the City, its Commissions and Boards, or their officials,  
26 employees, or agents harmless from all liability, loss, damage, claims, demands, penalties,  
27 fines, proceedings, causes of action, taxes, assessments, costs, and expenses (including  
28 attorney's fees and experts' fees) arising from the right to enter granted by this Permit and

1 the activities of Permittee Parties on the City-owned Property under this Permit. This  
2 indemnity shall survive the expiration or revocation of this Permit. The foregoing shall not  
3 apply to claims or causes of action caused by the sole negligence or willful misconduct of  
4 the City, its Commissions and Boards, or their officials, employees, or agents.

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

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

26 20. NO ASSIGNMENT. Permittee shall not assign this Permit or the  
27 permission granted by this Permit. Neither this Permit nor any interest in it shall be subject  
28 to transfer by attachment, execution, proceedings in insolvency or bankruptcy, or

1 receivership. Any attempted assignment or other transfer that is not approved by the  
2 Director shall be void and confer no right of entry on the purported assignee or transferee.

3 21. CONDITIONS OF PERMIT. Permittee shall obtain all necessary  
4 certificates, permits and approvals as required by federal, state, and local authority prior to  
5 commencing with the construction of the Center.

6 22. NOTICE. Any notice or approval given under this Permit shall be in  
7 writing and personally delivered or deposited in the U.S. Postal Service, registered or  
8 certified, return receipt, to the City of Long Beach at 411 W. Ocean Blvd., Long Beach, CA  
9 90802, Attention: City Manager, and to the Permittee at address first noted above. Notice  
10 shall be deemed given on the date personal delivery is made or on the date shown on the  
11 return receipt, whichever first occurs.

12 23. CONSIDERATION. This Permit is granted in consideration of  
13 Permittee's pre-construction activities on City-owned Property, which will result in a Lease  
14 for the construction and operation of an Environmental Stewardship Center building as  
15 outlined in the DeForest Park Vision Plan.

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

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

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

27 27. COMPLIANCE WITH LAWS. Permittee Parties shall comply with all  
28 applicable laws, rules, regulations and ordinances with respect to their activities on the

1 City-owned Property.

2 28. 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.

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

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

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

21 G. This Permit is not intended or entered for the purpose of  
22 creating any benefit or right for any person or entity that is not a signatory or a  
23 Permittee Party.

24 ///

25 ///

26 ///

27 ///

28 ///

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

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.

January 22, 2021

CONSERVATION CORPS OF LONG  
BEACH, a California non-profit corporation  
By [Signature]  
Name DAN KNAPP  
Title EXECUTIVE DIRECTOR/CEO

January 25, 2021

By [Signature]  
Name THERESA J. MARINO  
Title CHAIR BOARD OF DIRECTORS

"Permittee"

CITY OF LONG BEACH, a municipal  
corporation

February 12, 2021

By [Signature]  
City Manager

"City" **EXECUTED PURSUANT  
TO SECTION 301 OF**

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

CHARLES PARKIN, City Attorney  
By [Signature]  
Deputy

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.

CONSERVATION CORPS OF LONG BEACH, a California non-profit corporation

January 22, 2021

By [Signature]  
Name DAN KNAPP  
Title EXECUTIVE DIRECTOR/CEO

January 25, 2021

By [Signature]  
Name THERESA J. MARINO  
Title CHAIR BOARD OF DIRECTORS

"Permittee"

CITY OF LONG BEACH, a municipal corporation

\_\_\_\_\_, 20\_\_

By \_\_\_\_\_  
City Manager

"City"

This Right of Entry Permit is approved as to form on

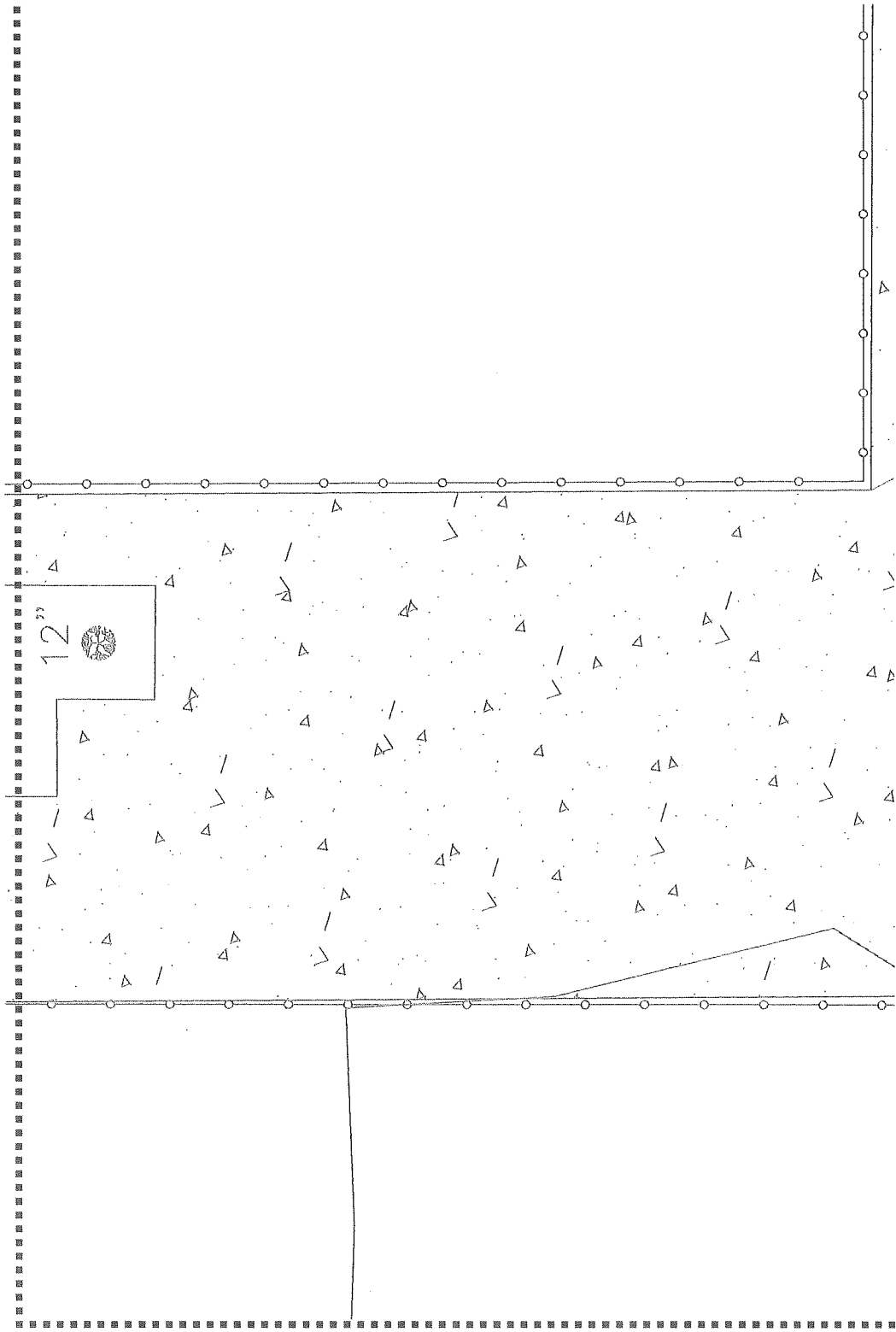
\_\_\_\_\_, 20\_\_.

CHARLES PARKIN, City Attorney

By \_\_\_\_\_  
Deputy

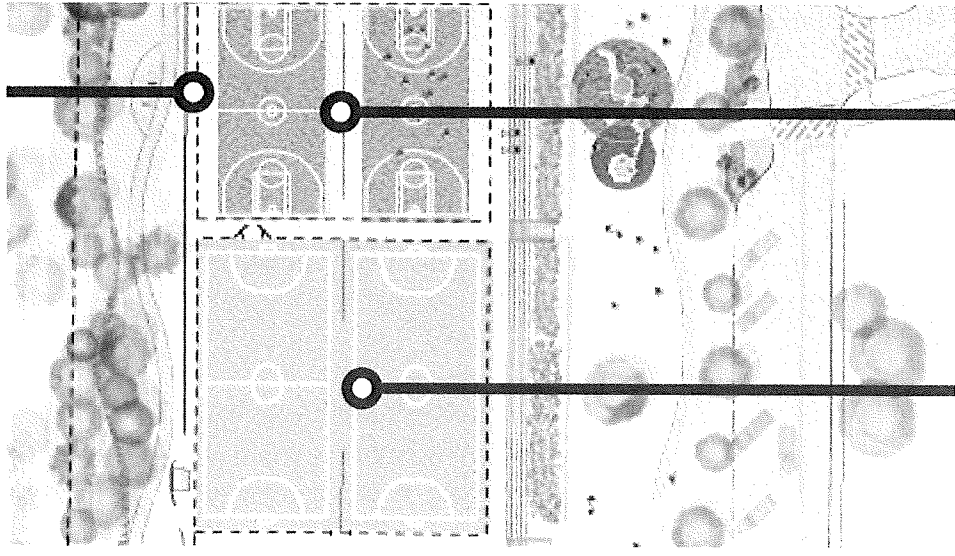
OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4511

# EXHIBIT “A”

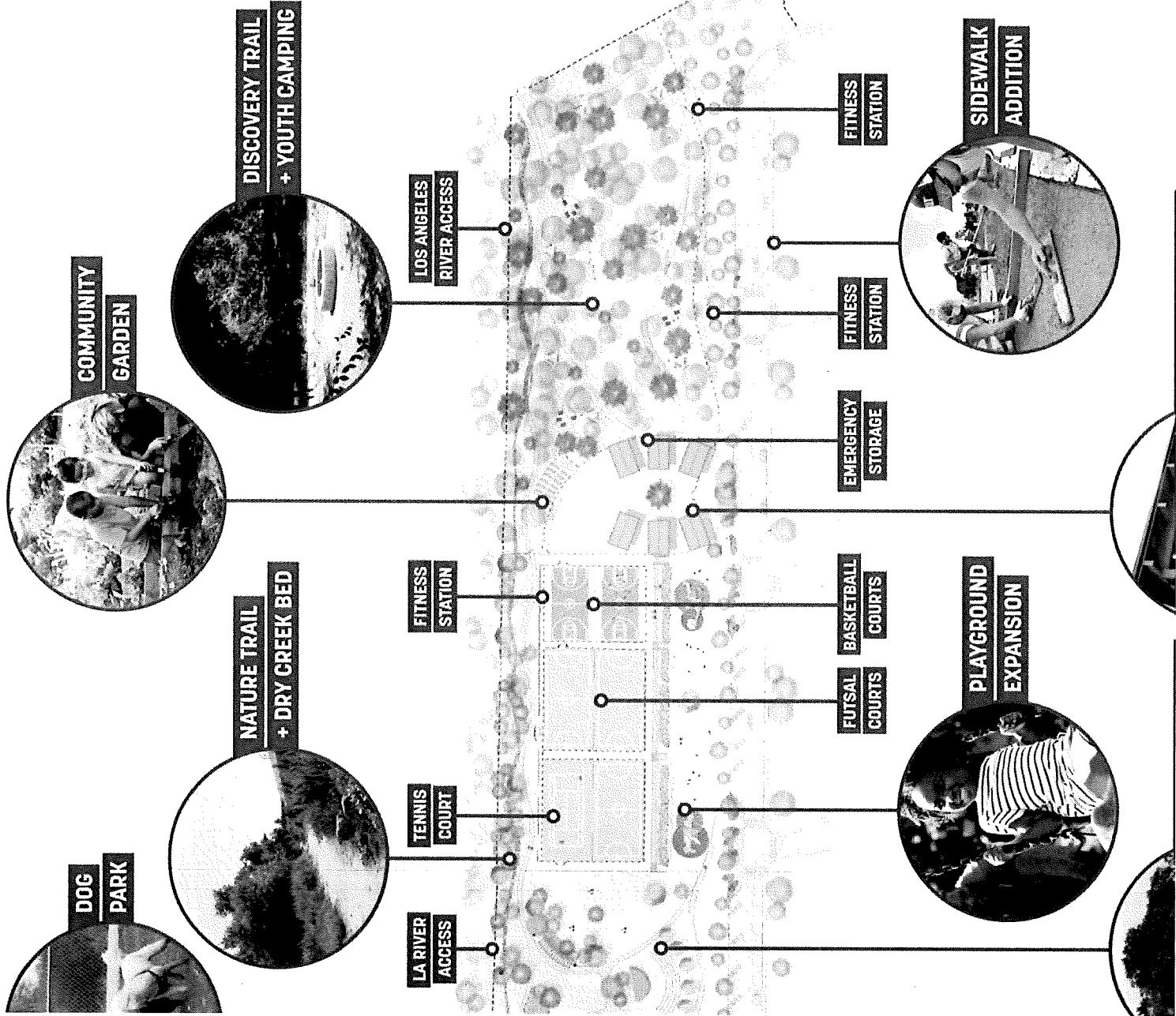




# EXHIBIT “B”



# DeForest Park



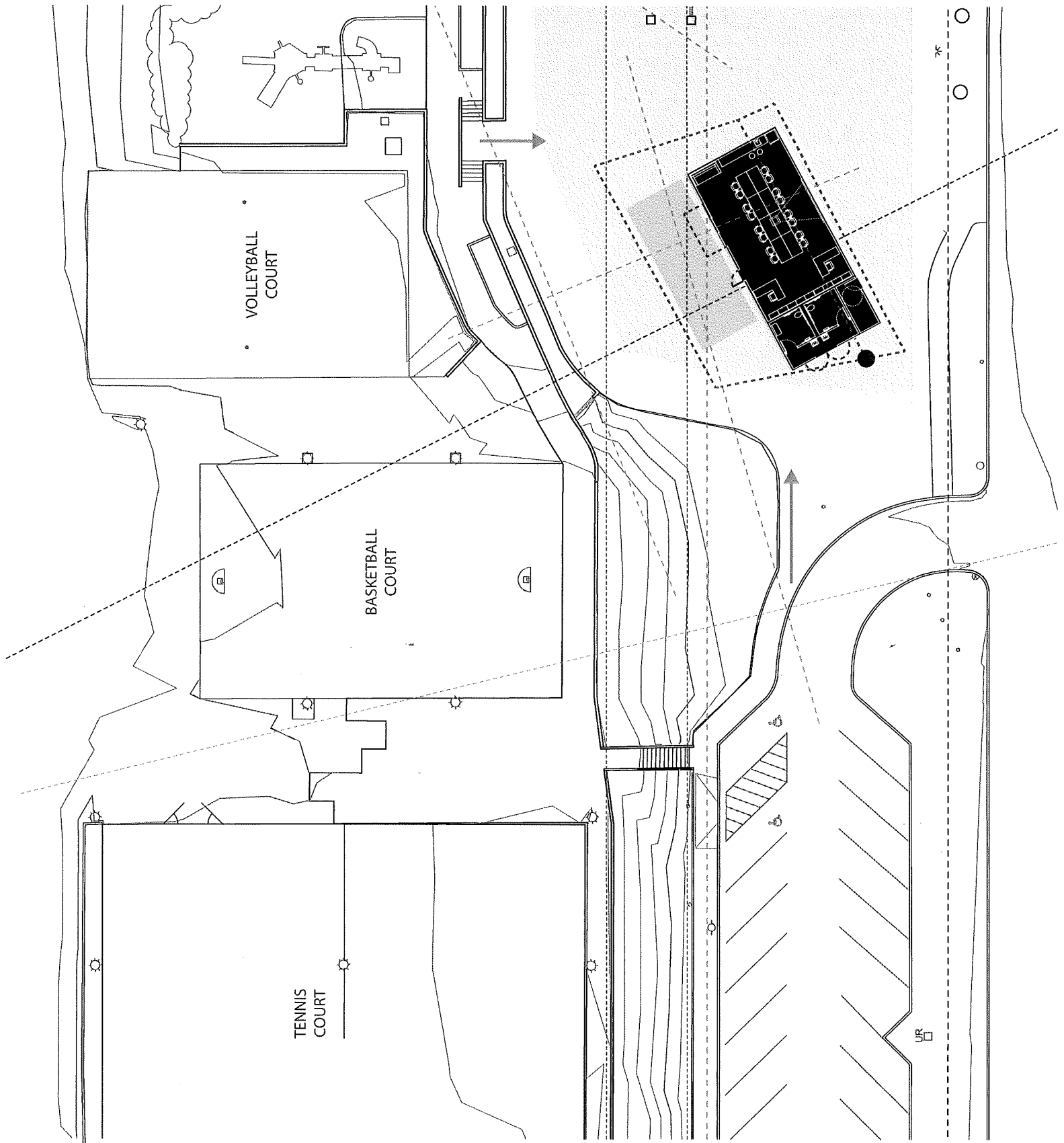
# Existing DeForest Park Community Center

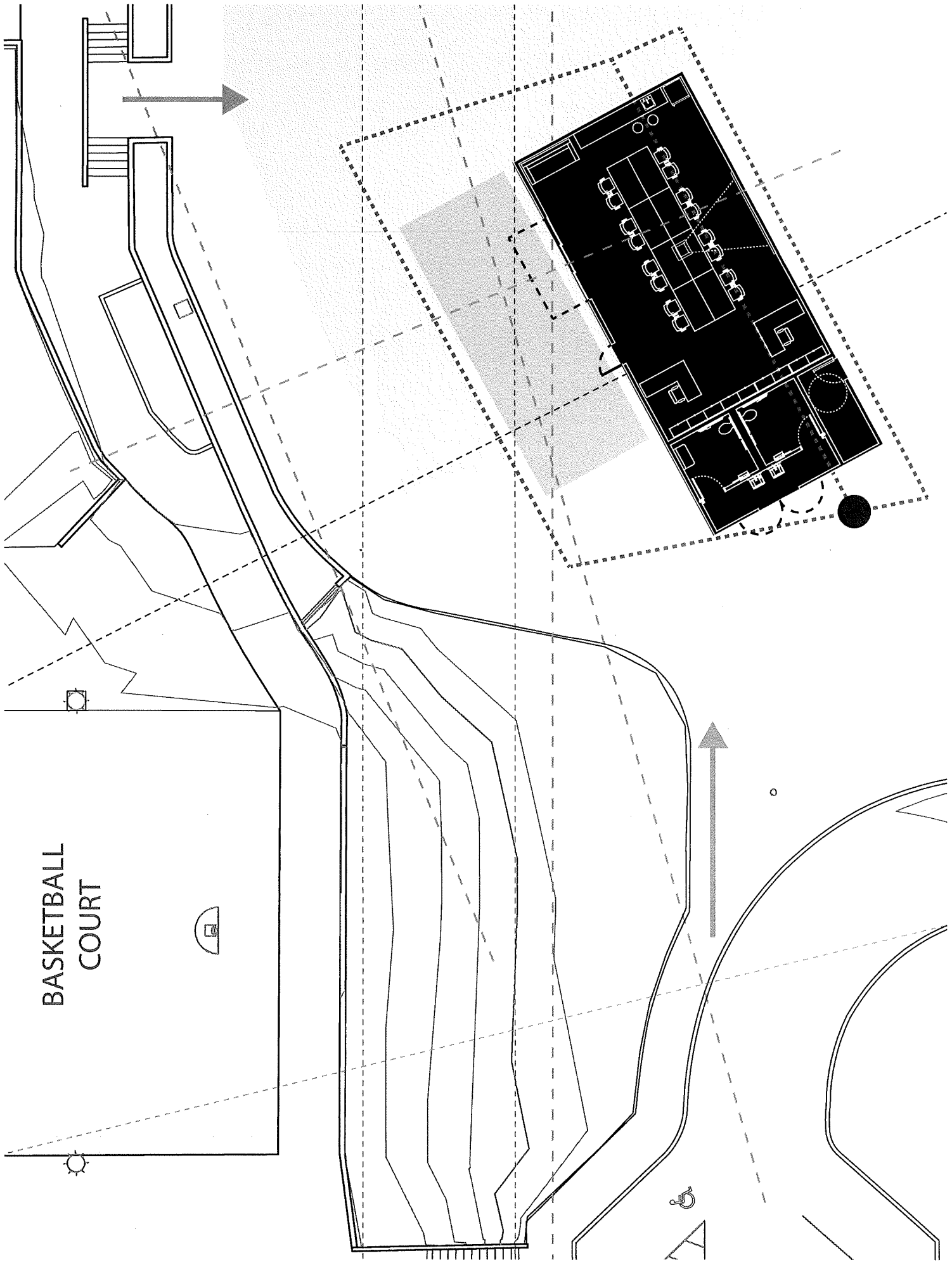


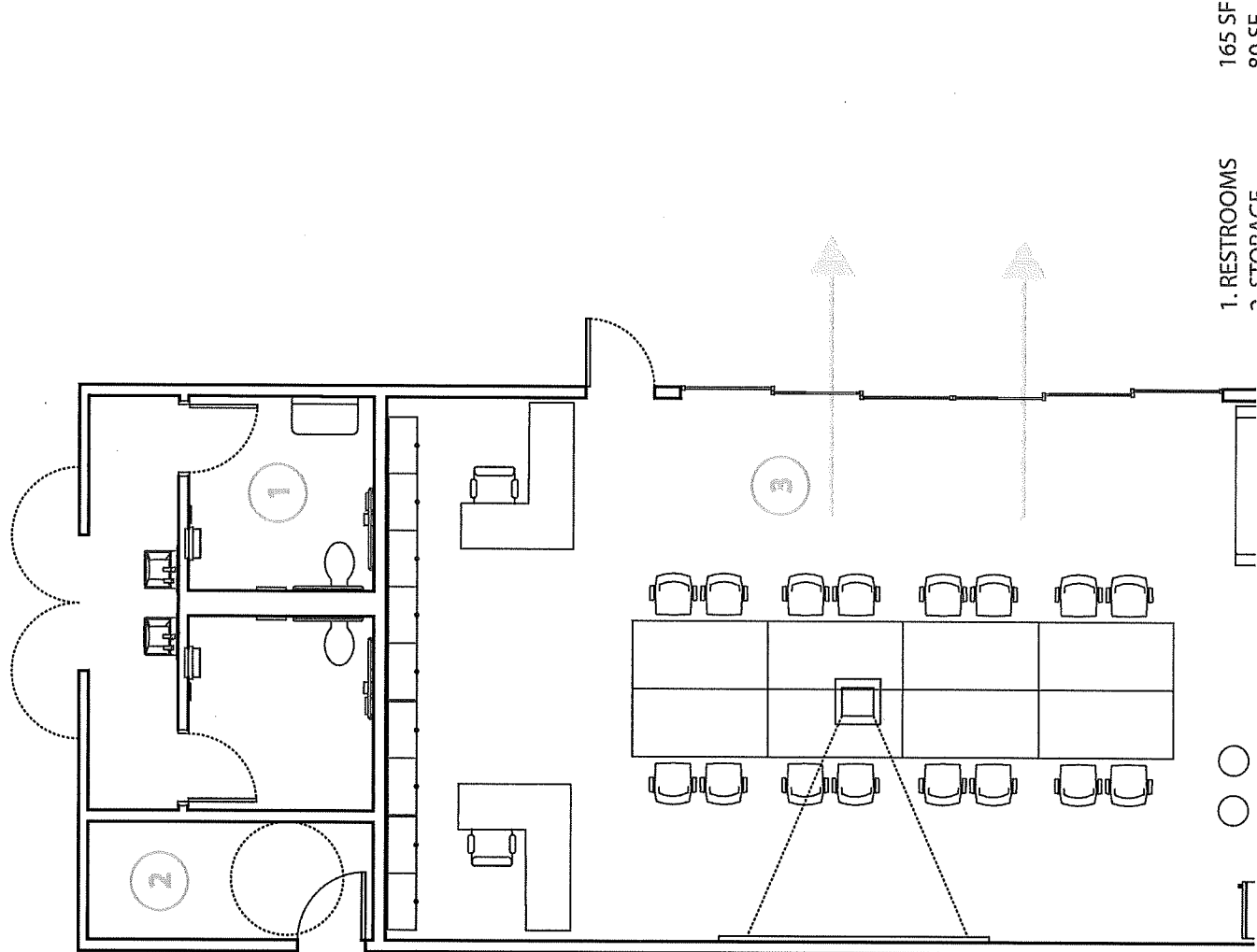
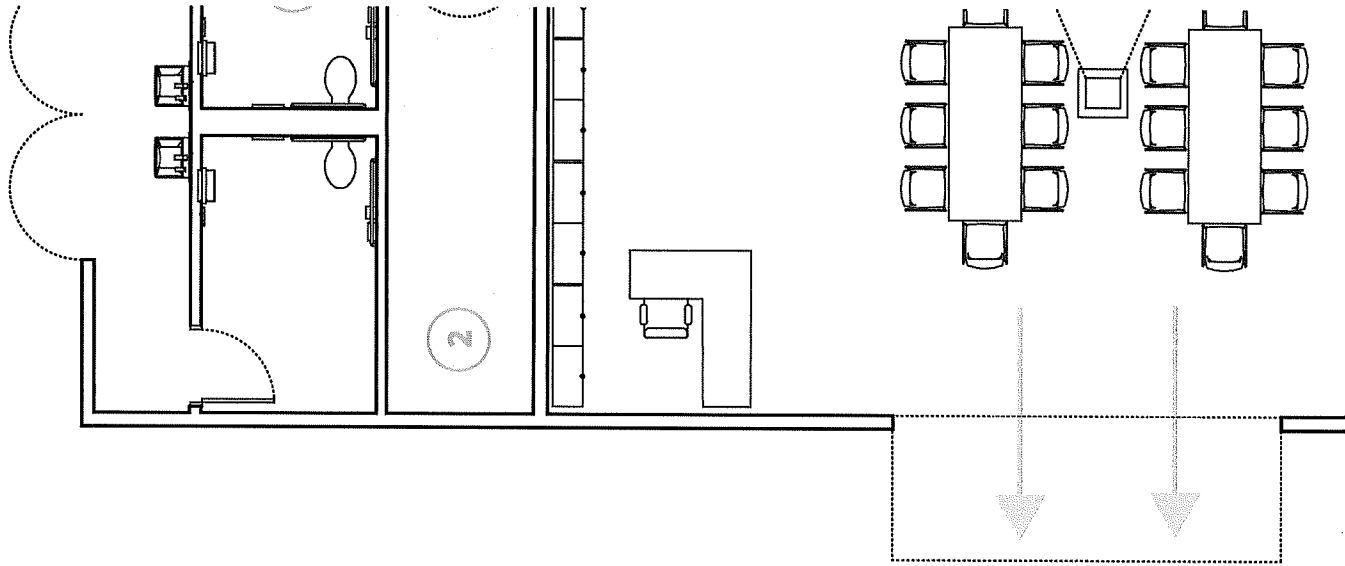


# Existing DeForest Park Community Center









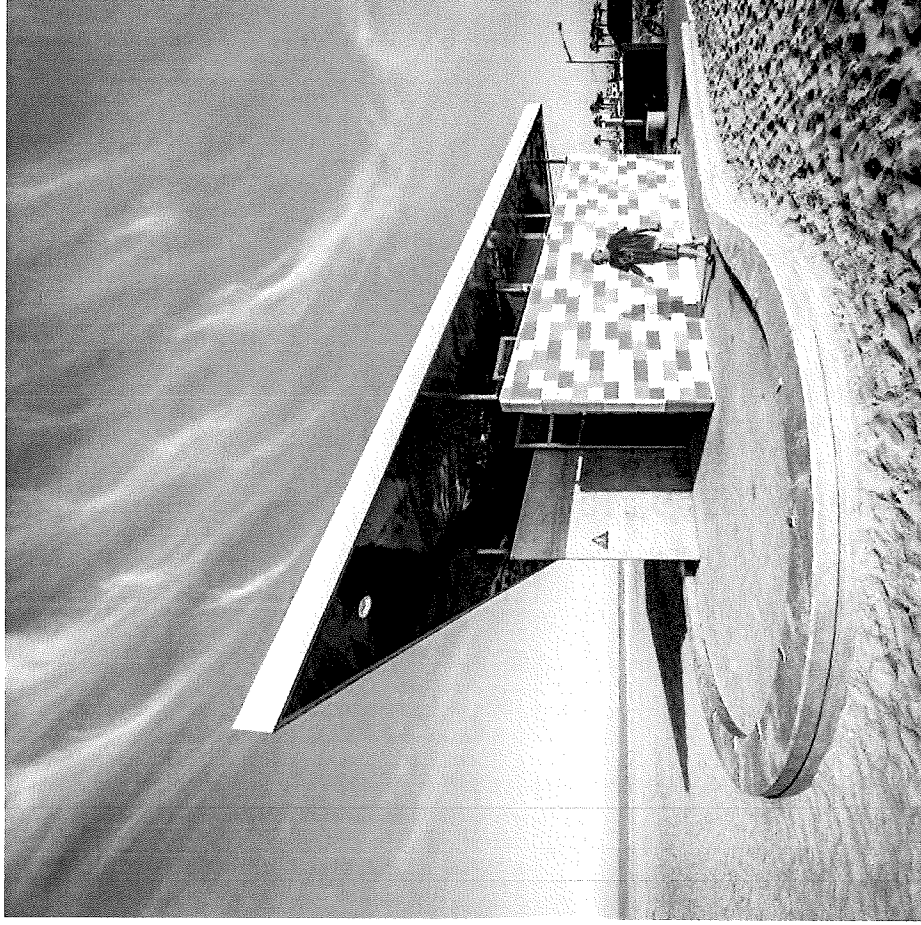
165 SF  
DINING

1. RESTROOMS  
2. STORAGE

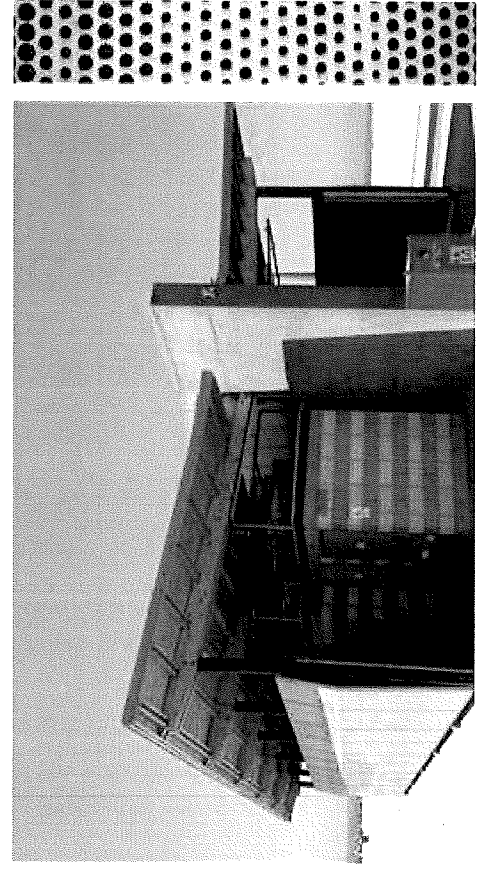
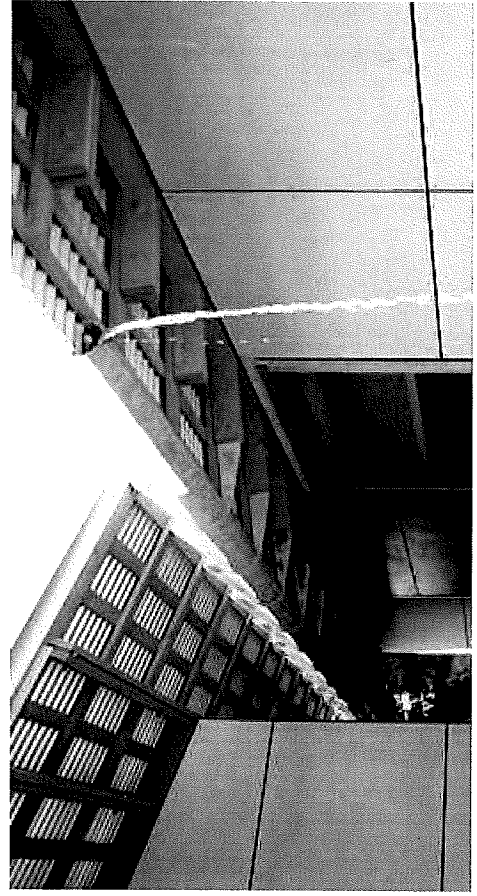




**1. JORDAN VALLEY PARK MAINTENANCE**

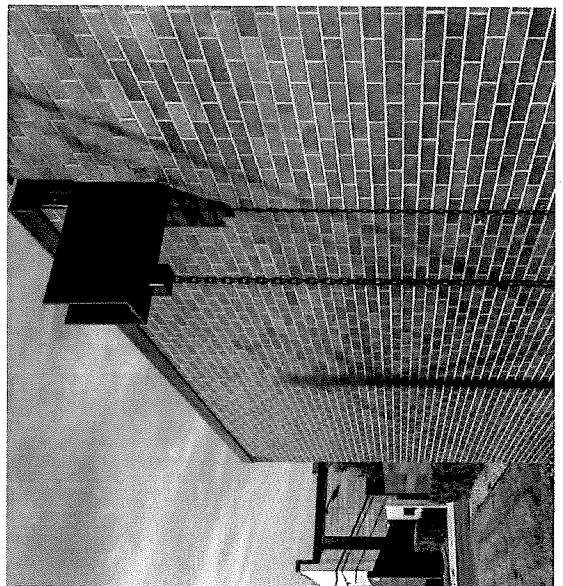
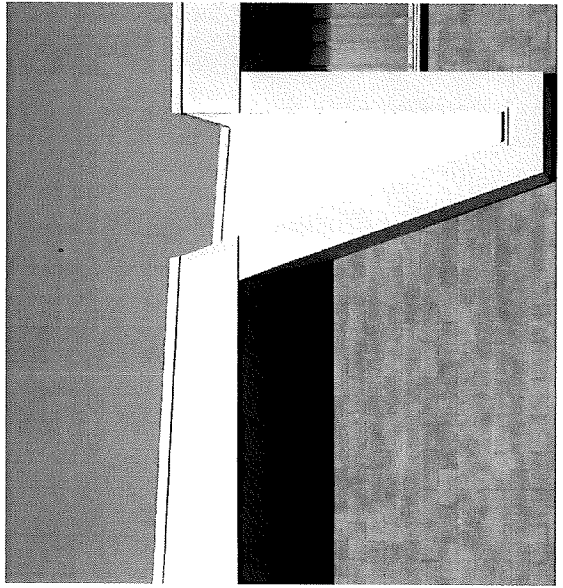
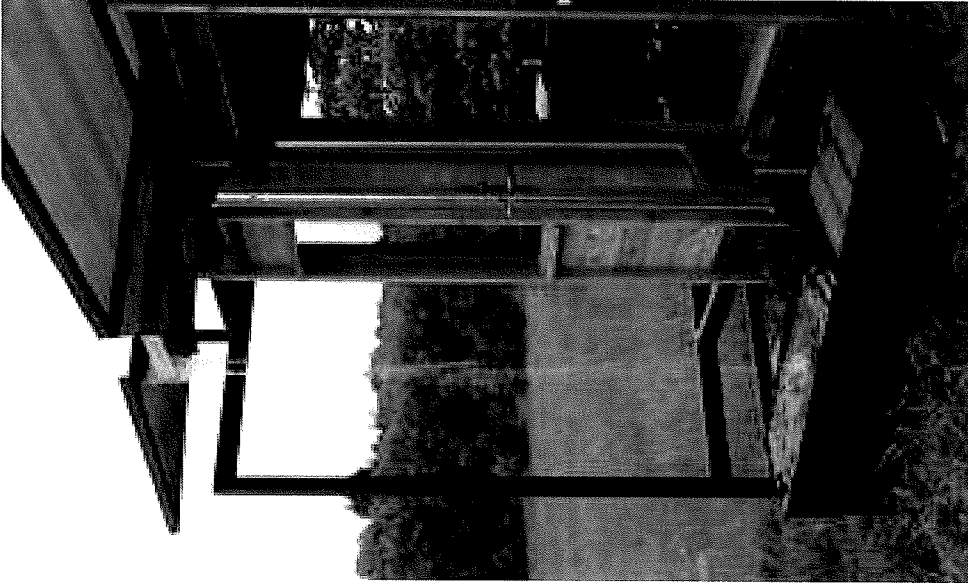
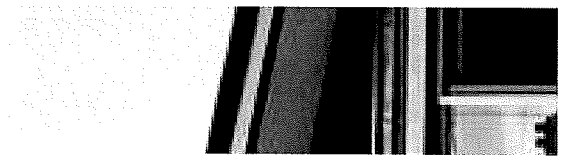
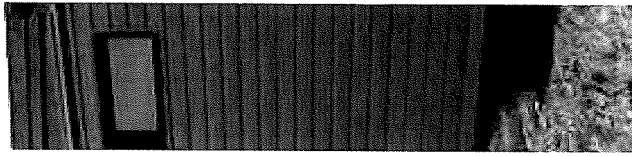


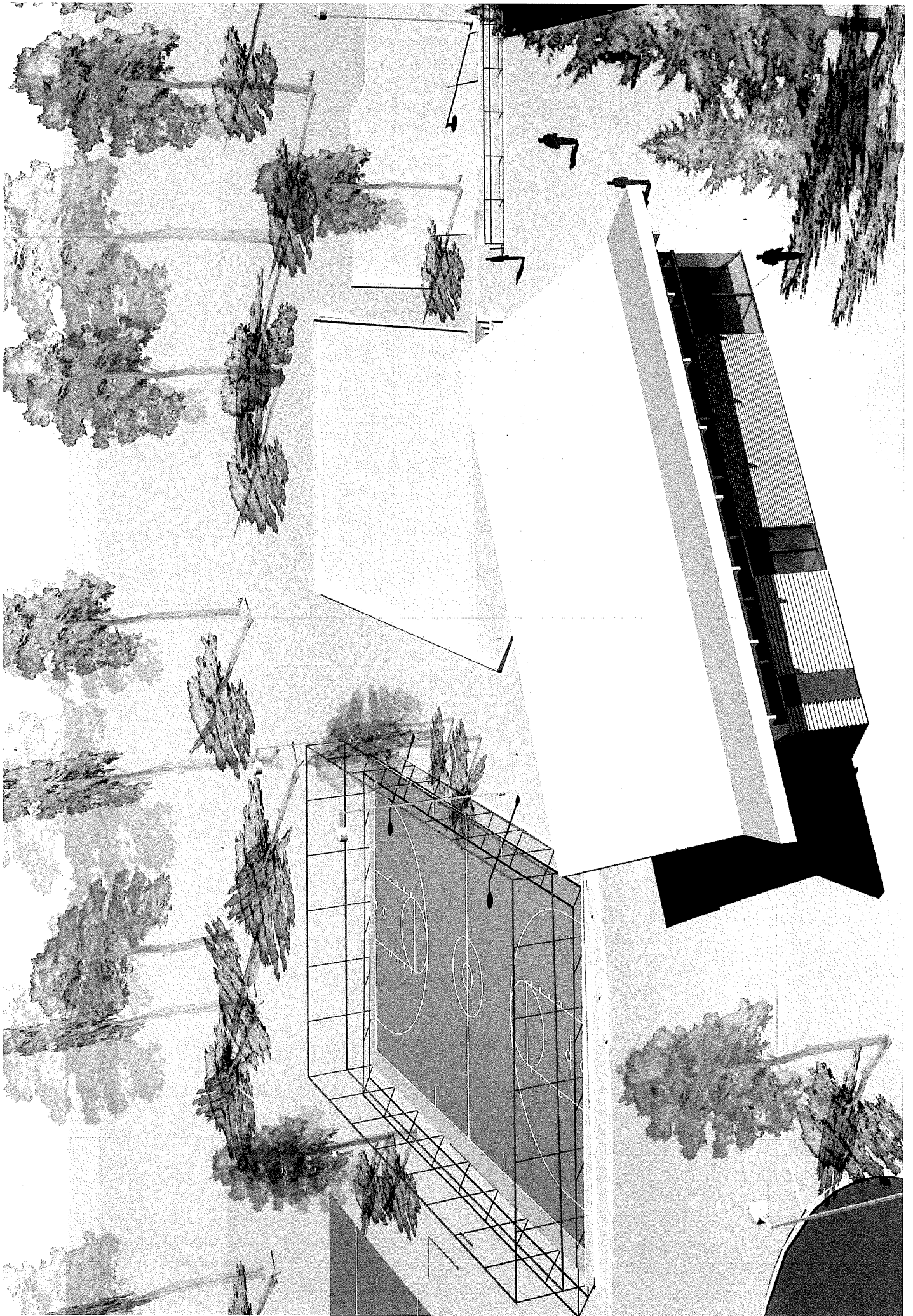
**2. OCEAN BEACH COMFORT STATION KEVIN DE FREITAS**



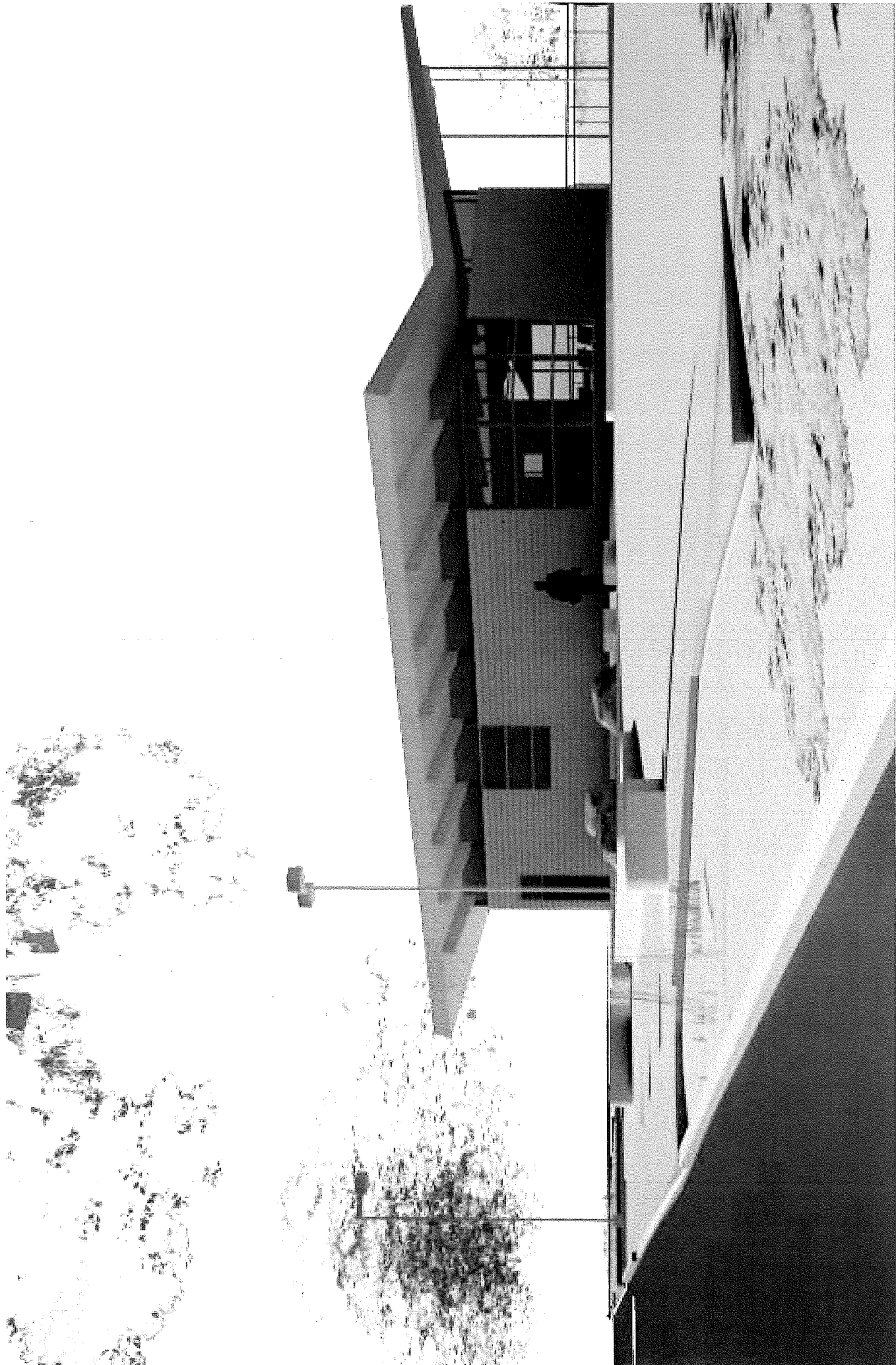
**3. 0**

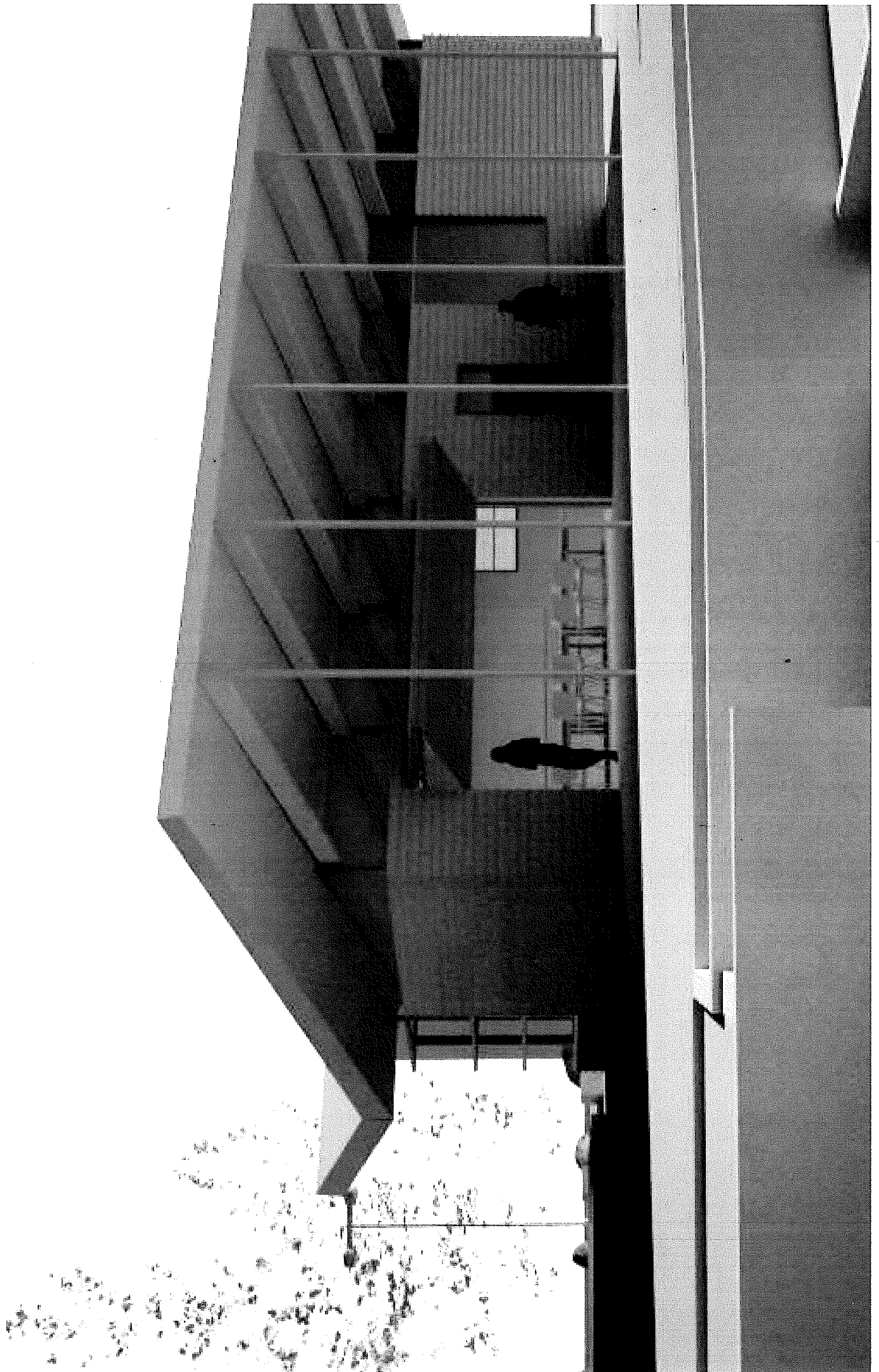


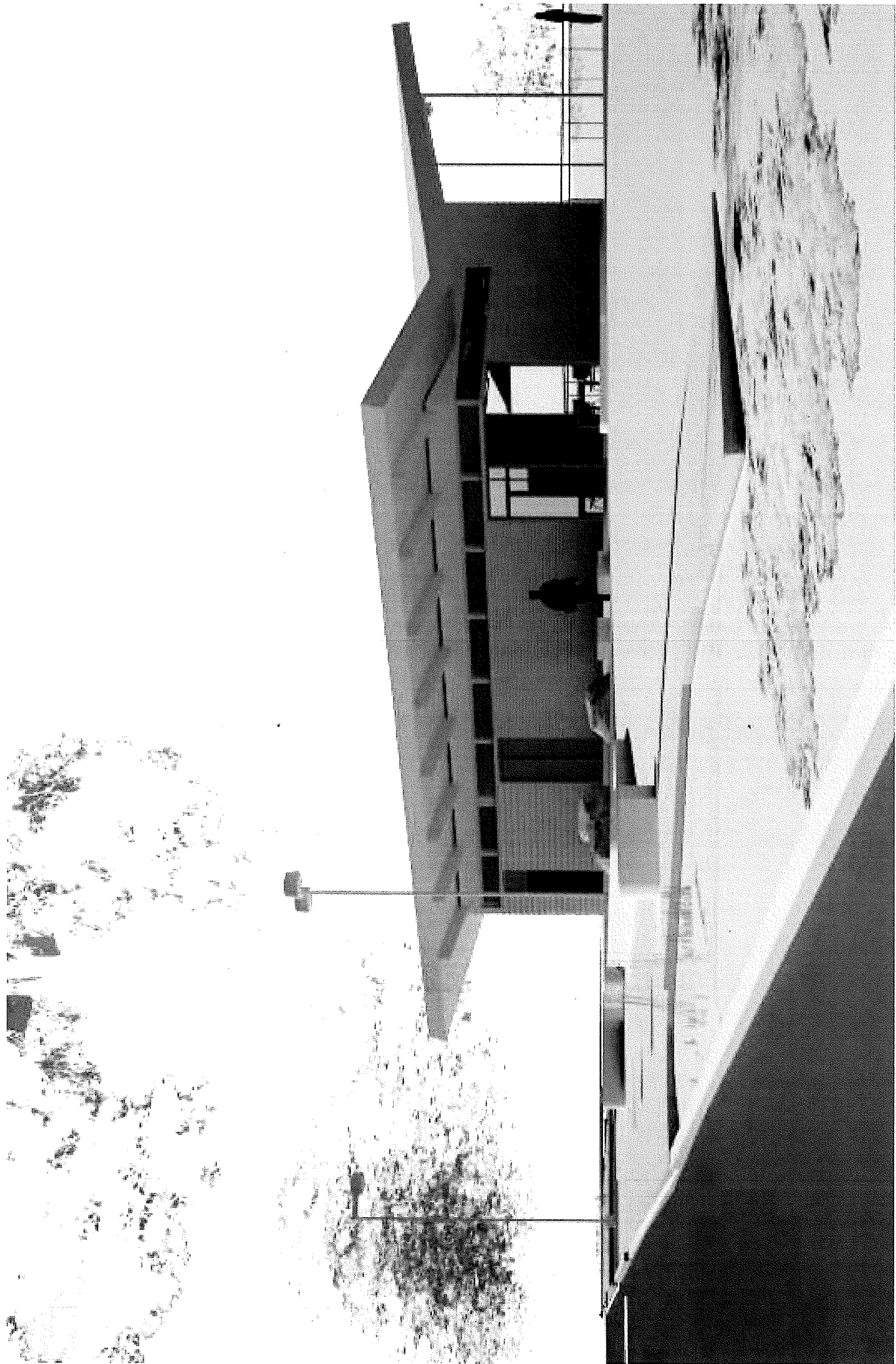




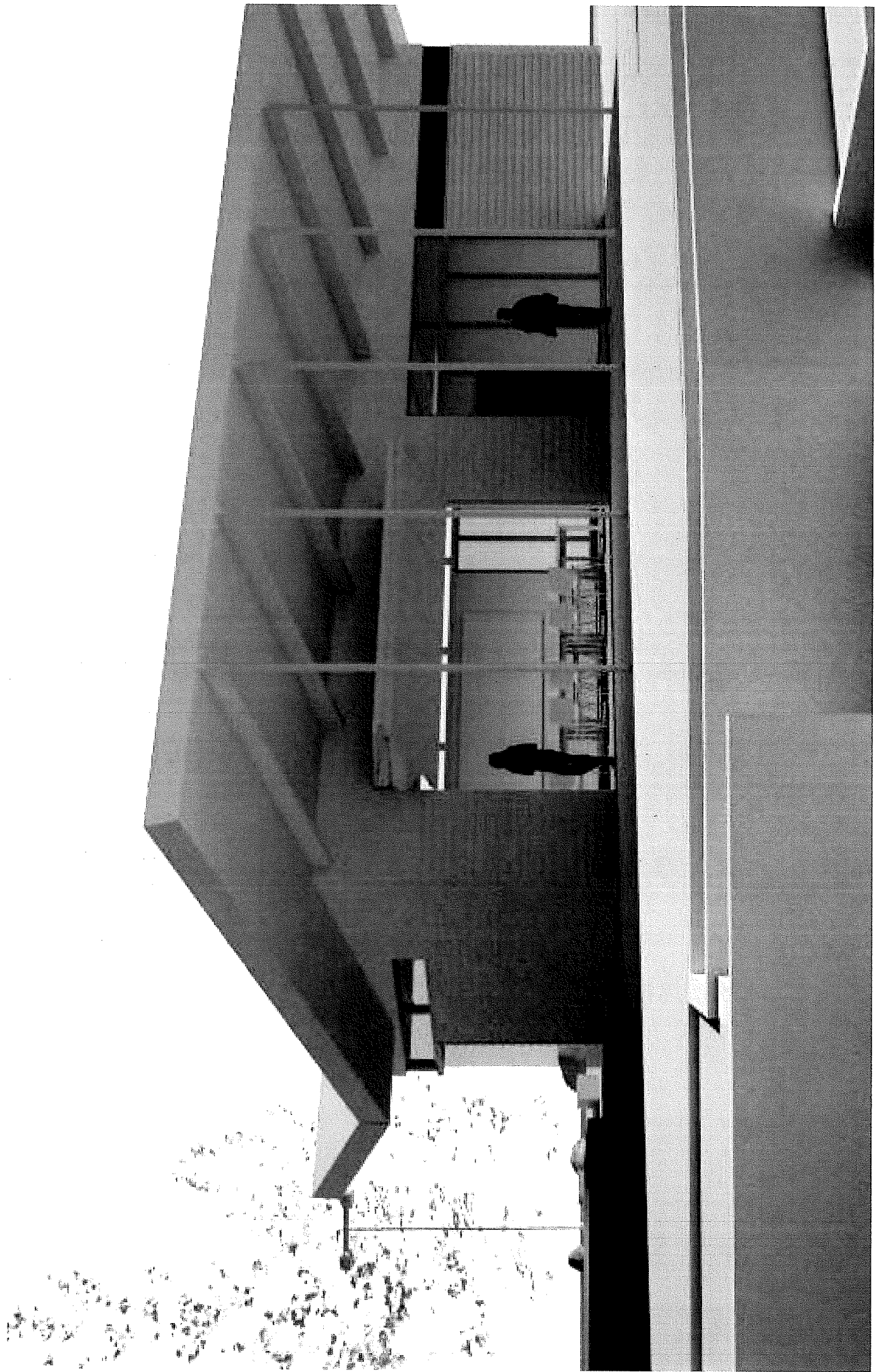






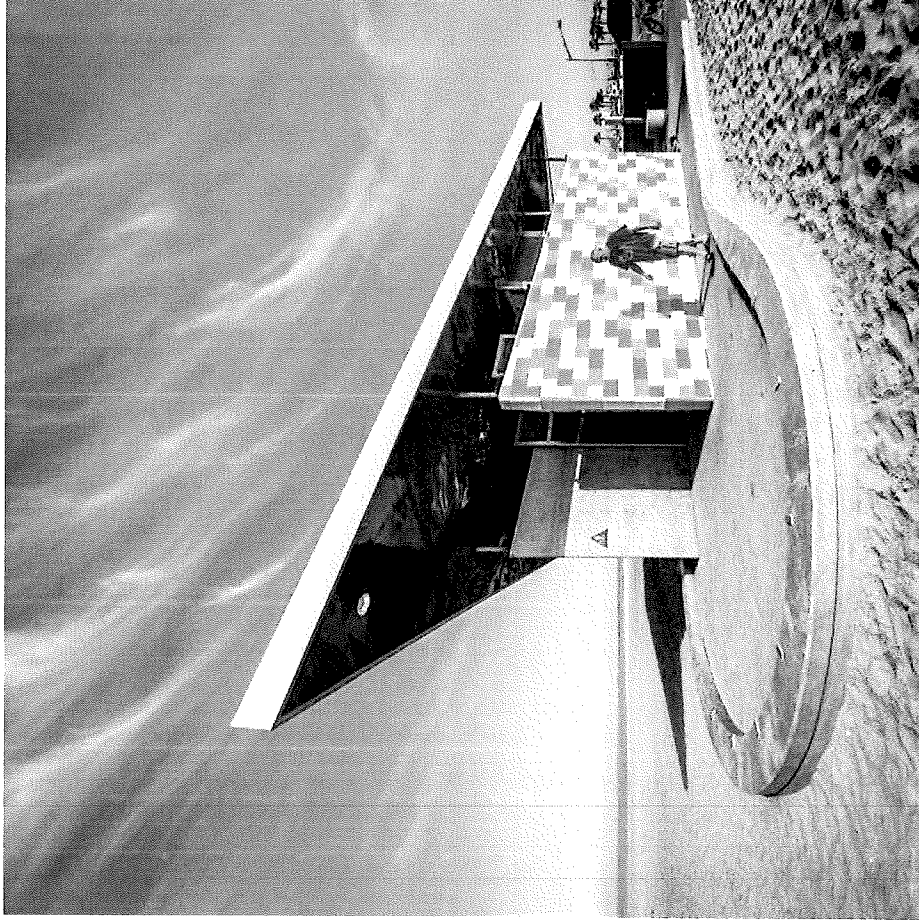
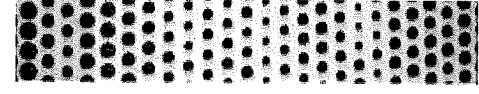
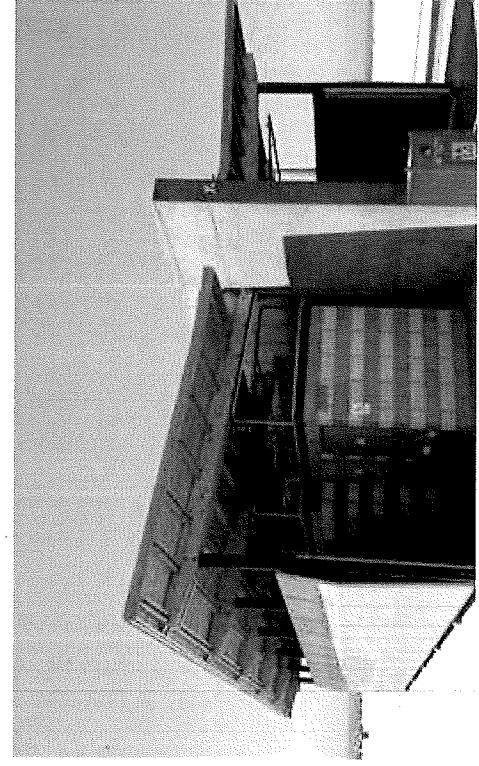
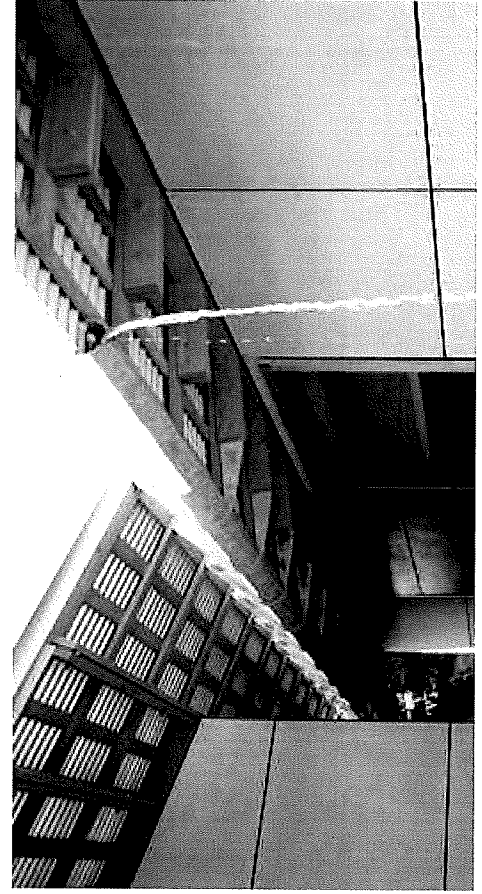








**1. JORDAN VALLEY PARK MAINTENANCE**



**2. OCEAN BEACH COMFORT STATION KEVIN DE FREITAS**

**3. 0**



