

RIGHT OF ENTRY PERMIT

P - 00421

THIS RIGHT OF ENTRY PERMIT is made and entered, as of April 24, 2023 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach, a municipal corporation ("City") at its meeting on April 18, 2023, to the HELEN SANDERS CAT PROTECTION AND WELFARE SOCIETY, a Colorado nonprofit ("Permittee") with a place of business at 1198 Pacific Coast Highway, Suite D-227, Seal Beach, California 90740, and the CITY OF LONG BEACH, a municipal corporation ("City").

1. Access. City grants to Permittee, its contractors, agents and employees (collectively, the "Permittee Parties"; individually, a "Permittee Party") a nonexclusive right to enter the City-owned property described in Exhibit "A" attached to this Permit and incorporated by reference ("City-owned Property") for the purpose and to the extent reasonably necessary for Permittee to park and store a spay/neuter trailer in the Permitted area at City-owned property. City acknowledges that the permission granted by this Permit may include placing, using and leaving equipment and materials provided, however, that the location of equipment and materials shall first be approved by the City Manager or his designee. Permittee shall use its best efforts to limit the entry of Permittee Parties to the space and to the extent necessary to meet the purposes stated in this Permit. Entry by Permittee Parties and storage of equipment and supplies shall not create a nuisance or unnecessarily impede the use of city streets and intersections.

2. Time of Use. Permittee Parties shall enter City-owned Property in accordance with this Permit solely during normal business hours and City-approved weekends.

3. Duration of Permit.

A. Permission to enter shall begin on May 1, 2023 and shall end on April 30, 2028 unless sooner terminated as provided in this Permit. City shall have the option of extending the Permit for two (2) additional two (2) year terms

1 through April 30, 2032.

2 B. Either party may terminate the Right of Entry Permit within  
3 thirty (30) days' written notice. The City and Permittee acknowledge and agree  
4 that the Right of Entry Permit and Cooperative Agreement are mutually dependent  
5 and the termination of either the Right of Entry Permit and Cooperative Agreement  
6 shall be deemed and shall immediately cause the termination of the other.

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

14 4. Permitted Area. Permittee to park and store a spay/neuter Trailer in  
15 an enclosed parking yard located at the Parks, Recreation and Marine Administration  
16 building, located at 2760 North Studebaker Road or other such location on City Property,  
17 as approved in writing by the Director of Parks, Recreation and Marine. The City will  
18 provide Permittee with a separate vehicle gate code to allow Permittee access to the  
19 Trailer in order to move it in and out of the Permitted Area. The Trailer will not obstruct  
20 other vehicles or prohibit access in and out of buildings (ingress/egress). When possible,  
21 the City and Permittee will park the Trailer in a way that will not adversely affect vehicle  
22 parking described in Exhibit "A" attached to this Permit and incorporated by reference  
23 ("City-owned Property").

24 5. Fee. In recognition of Permittee's partnership with the City through  
25 Long Beach Animal Center Services, their contribution to the community, and sharing of  
26 the Trailer, there will be no charge to Permittee for their use of the permitted area.

27 6. Liability. The City shall not be liable for any damage or theft to the  
28 Trailer while the Trailer is being parked, stored, or used on City Property. Permittee shall

1 be responsible for any and all damage on City Property caused by the Trailer or operator  
2 of the Trailer, including but not limited to damage caused to other vehicles, persons,  
3 buildings, and the security gate while operating, moving or parking the Trailer on City  
4 Property.

5 7. Third Party Access. Neither Permittee nor the City shall grant  
6 access to another party to enter or access the Trailer in the Permitted Area without  
7 advanced, written, and mutual agreement between Permittee and the City.

8 8. Publicity. Where possible, City and Permittee will assist each other  
9 with the promotion, marketing, adoption, and placement of felines to facilitate their  
10 continued care and/or adoption. Permittee and City will not use the other party's name,  
11 marks, or logos in any advertising, promotional material, press release, publication, public  
12 announcements, or through other media, whether written or oral, without the prior written  
13 consent of the other party.

14 9. Permits. Permittee will be responsible for obtaining and paying for  
15 all required City permits, and any other permits that may be required for their operations.  
16 Whenever possible, City will assist Permittee in obtaining any special parks permit  
17 necessary to operate the vehicle in City parks.

18 10. Plans. City shall have the right to review and approve all final  
19 construction documents and/or plans in its capacity as a party to this Agreement,  
20 separate from and in addition to its right as a municipality acting through its Department  
21 of Public Works to review and approve those plans.

22 11. Insurance. As a condition precedent to the effectiveness of this  
23 Permit, Permittee shall provide evidence of insurance equal to the following insurance  
24 coverage:

25 (a) Commercial general liability insurance (equivalent in scope to  
26 ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than  
27 \$1,000,000 per occurrence or \$2,000,000 general aggregate. The coverage shall  
28 include but not be limited to broad form contractual liability, cross liability,

1 independent contractors liability, and products and completed operations liability.  
2 The City, its officers, employees and agents shall be named as additional insureds  
3 by endorsement (on the City's endorsement form or on an endorsement equivalent  
4 in scope to ISO form CG 200 10 11 85 or CG 20 26 11 85), and this insurance  
5 shall contain no special limitations on the scope of protection given to the City, its  
6 officers, employees and agents.

7 (b) Workers' compensation insurance as required by the  
8 California Labor Code and employer's liability insurance in an amount not less  
9 than \$1,000,000 per accident.

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

13 Any self-insurance program, self-insured retention, or deductible must be  
14 separately approved in writing by City's Risk Manager or designee and shall protect the  
15 City, its officials, employees and agents in the same manner and to the same extent as  
16 they would have been protected had the policy or policies not contained retention or  
17 deductible provisions. Each insurance policy shall be endorsed to state that coverage  
18 shall not be reduced, non-renewed, or canceled except after thirty (30) days prior written  
19 notice to City, and shall be primary and not contributing to any other insurance or self-  
20 insurance maintained by the City. Permittee shall notify the City within five (5) days after  
21 any insurance required in this Permit has been voided by the insurer or canceled by  
22 Permittee.

23 Permittee shall require that all Permittee Parties maintain insurance in  
24 compliance with this Section unless otherwise agreed in writing by City's Risk Manager or  
25 designee.

26 Prior to entry on City-owned Property, Permittee shall deliver to City  
27 certificates of insurance or self-insurance and required endorsements, including any  
28 insurance required by Permittee Parties, for approval as to sufficiency and form. The



1 certificates and endorsements shall contain the original signature of a person authorized  
2 by that insurer to bind coverage on its behalf. In addition, Permittee shall at least thirty  
3 (30) days prior to expiration of this insurance furnish to the City evidence of renewal of  
4 the insurance. City reserves the right to require complete certified copies of all policies of  
5 insurance at any time. Permittee and Permittee Parties shall make available to the City,  
6 during normal business hours, all books, records and other information relating to the  
7 insurance required in this Permit.

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

12 Notwithstanding any other provision of this Permit, if Permittee or an  
13 Permittee Party fails to comply with this Section, the City may immediately revoke this  
14 Permit and the permission granted by this Permit.

15 12. Permittee's Indemnification of City. Permittee shall indemnify,  
16 defend and hold the City, its officers and employees harmless from all liability, loss,  
17 damage, claims (including claims under Section 7 for which Permittee has agreed that  
18 the City is not liable), demands, penalties, fines, proceedings, causes of action, taxes,  
19 assessments, costs, and expenses (including attorney's fees and experts' fees) arising  
20 from the right to enter granted by this Permit and the activities of Permittee Parties on the  
21 City-owned Property under this Permit. This indemnity shall survive the expiration or  
22 revocation of this Permit.

23 13. Non-Responsibility of City. City, its officers and employees shall not  
24 be responsible or liable for loss or damage by theft, fire, flood, burglary, vandalism or any  
25 other cause to the supplies, equipment or other personal property of Permittee Parties in  
26 or on the City-owned Property, except to the extent caused by the gross negligence of  
27 the City, its officers or employees. By executing this Permit and in consideration for  
28 being allowed entry to the City-owned Property, Permittee waives all claims against the

1 City, its officers or employees for such loss or damage.

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

16           15. No Assignment. Permittee shall not assign this Permit or the  
17 permission granted by this Permit. Neither this Permit nor any interest in it shall be  
18 subject to transfer by attachment, execution, proceedings in insolvency or bankruptcy, or  
19 receivership. Any attempted assignment or other transfer that is not approved by the City  
20 Manager shall be void and confer no right of entry on the purported assignee or  
21 transferee.

22           16. Condition After Entry. After the entry of any Permittee Party on the  
23 City-owned Property, Permittee shall return the City-owned Property in as good condition  
24 or better condition as the City-owned Property was in prior to such entry, reasonable  
25 wear and tear excepted.

26           17. Notice. Any notice or approval given under this Permit shall be in  
27 writing and personally delivered or deposited in the U.S. Postal Service, registered or  
28 certified, return receipt, to the City of Long Beach, Department of Parks, Recreation and

1 Marine at 2760 N. Studebaker Rd., Long Beach, CA 90815 Attn: Director. Notice shall be  
2 deemed given on the date personal delivery is made or on the date shown on the return  
3 receipt, whichever first occurs.

4 18. Consideration. This Permit is granted in consideration for  
5 Permittee's partnership with the City and contribution to the community.

6 19. Improvements. Permittee Parties shall not install, construct, erect or  
7 maintain any structure or improvements on the City-owned Property except as described  
8 in this Permit. At the expiration or revocation of this Permit, all improvements to City-  
9 owned Property made pursuant to this Permit shall become the sole property of the City,  
10 at no charge.

11 20. No Limitations on City. The Permit shall not limit the City's right or  
12 power to construct, erect, build, demolish, move or otherwise modify any structures,  
13 buildings, landscaping or any other type of improvement on, over, in, or under the City-  
14 owned Property.

15 21. No Release. The expiration or revocation of this Permit shall not  
16 release either party from any liability or obligation which accrued prior to such expiration  
17 or revocation.

18 22. Utilities and Security. Permittee shall not use any City utilities at any  
19 time during this Permit without prior written authorization from the City Manager or his  
20 designee. The City shall not have any obligation to Permittee to provide utilities, clean-up,  
21 or security on the City-owned Property with respect to the right of entry granted by this  
22 Permit. Permittee shall remove all graffiti, trash, and debris from the site within forty-eight  
23 (48) hours.

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

27 24. 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 25. Miscellaneous.

3 A. This Permit shall be governed by and construed in  
4 accordance 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  
8 invalidated.

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

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  
15 agrees to and shall execute such documents, in recordable form if so requested,  
16 as the City deems reasonably necessary to end the Permit and remove the Permit  
17 as an encumbrance on the City-owned Property.

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

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

25 City shall provide Permittee with a separate vehicle gate code to allow Permittee to move  
26 their vehicles in and out of City's maintenance yard, as needed, for Permittee activities,  
27 special events and animal emergencies. The total number and type of vehicles allowed  
28 in City's maintenance yard and the location of where vehicles are parked is at the

OFFICE OF THE CITY ATTORNEY  
DAWN MCINTOSH, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

1 discretion of the Director of City's Parks, Recreation and Marine Department.

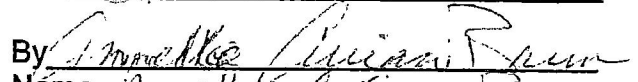
2 IN WITNESS WHEREOF, the parties have executed this Permit on the  
3 respective dates set forth opposite their signatures.

4 HELEN SANDERS CAT PROTECTION  
5 AND WELFARE SOCIETY, a Colorado  
6 nonprofit

7 7/18/23, 2023

By   
Name Deborah Fella Magaldi  
Title DIRECTOR

9 7/19/23, 2023

By   
Name Annette A. Viani  
Title President

11 "Permittee"

12 CITY OF LONG BEACH, a municipal  
13 corporation

14 8-02, 2023

By   
City Manager

16 "City" EXECUTED PURSUANT  
17 TO SECTION 301 OF  
18 THE CITY CHARTER.

19 This Right of Entry Permit is approved as to form on  
20 July 20th, 2023.

21 DAWN MCINTOSH, City Attorney

22 By   
23 Deputy

24  
25  
26  
27  
28

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

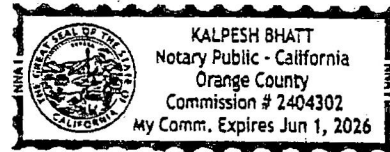
State of California  
County of Orange )

On July 19<sup>th</sup>, 2023 before me, Kalpesh Bhatt (Notary Public)  
(insert name and title of the officer)

personally appeared DEBORAH J. FELEN MASALDI AND AVIANE - BADD  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature 

(Seal)

# EXHIBIT "A"





### Exhibit A: Site Map

Aerial View of Parks, Recreation and Marine  
Administration Building  
2760 N. Studebaker Road,  
Long Beach, CA 90815

