

1 eight (48) hours prior notice to the City, which notice may be oral and shall be given to the
2 Fuel Operations Program Officer at (562) 570-5430.

3 III. Duration and Conditions of Permit.

4 A. Permission to enter shall begin upon final execution of this
5 Permit, and will remain effective one (1) year from the date of execution. Renewal
6 of this Permit may be granted to Permittee upon written request and subject to
7 approval, including any required authorization procedures, by the City.

8 B. As a condition to access, Permittee shall deliver a copy of the
9 data collected from the sites to the Fleet Services Bureau, ATTN: OLIVER CRUZ -
10 Fuel Operations Program Officer, 2600 Temple Avenue, Long Beach, CA 90806.

11 C. Any barrels containing materials extracted from the sites shall
12 be removed as soon as possible but no later than ninety (90) days from the date of
13 collection. Permittee shall make every effort to minimize any disturbance to the City
14 operations and shall store any barrels collected, as a result of field activities, in a
15 City-approved predesignated location prior to off-site disposal. With respect to any
16 such barrels that are on, at or near the sites, Permittee shall indemnify the City for
17 any penalties, fines and the like relating to the materials in the barrels and the
18 storage of the barrels on the sites and shall defend the City in any proceeding
19 relating to the materials in the barrels and the storage of the barrels on, at or near
20 the sites. Permittee shall dispose of the barrels at a properly licensed disposal
21 facility.

22 D. Permittee shall obtain all necessary certificates, permits and
23 approvals as required by federal, state, and local authority prior to commencing with
24 any on-site field activities as permitted by this Permit.

25 E. If, during the installation of wells or during the subsequent
26 collection of data therefrom, Permittee discovers on the sites any hazardous
27 materials as defined by the Environmental Protection Agency, the California
28 Department of Toxic Substances Control or any other agency having jurisdiction of

1 the management of hazardous materials, then Permittee shall promptly notify the
2 Director of Financial Management and the Fleet Services Bureau Manager, and
3 shall also give notice of the results of the collection of data from the sites relating to
4 the hazardous materials. Permittee shall not deposit or store any such hazardous
5 materials on the sites.

6 F. Upon exiting the property at the end of a project working day,
7 Permittee shall ensure that the area is left in a neat, clean and safe condition.

8 G. Upon expiration of the Permit, Permittee shall abandon the
9 sites in accordance with all applicable laws, rules, regulations and ordinances.

10 IV. Insurance. As a condition precedent to the effectiveness of this
11 Permit, Permittee shall require its contractors to provide evidence of insurance equal to the
12 following insurance coverage:

13 A. Commercial general liability insurance equivalent in scope to ISO form
14 CG 00 01 10 93 in an amount not less than \$1,000,000 per occurrence or
15 \$2,000,000 general aggregate. The coverage shall include but not be limited to
16 broad form contractual liability, cross liability, independent contractors liability, and
17 products and completed operations liability and shall exclude neither the perils of
18 explosion, collapse, or underground (XCU) nor sudden and accidental pollution
19 liability. The City, its officers, employees and agents shall be named as additional
20 insureds by endorsement (on the City's endorsement form or on an endorsement
21 equivalent in scope to ISO form CG 20 26 11 85), and this insurance shall contain
22 no special limitations on the scope of protection given to the City, its officers,
23 employees and agents.

24 B. Workers' compensation insurance as required by the California
25 Labor Code and employer's liability insurance in an amount not less than
26 \$1,000,000 per accident.

27 C. Commercial automobile liability insurance (equivalent in scope
28 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto), in an amount not

1 less than \$500,000 combined single limit per accident.

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

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

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

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

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

4 V. Permittee's Indemnification of City. Permittee and Permittee Parties
5 shall indemnify, defend and hold the City, its officers, departments, bureaus, boards,
6 commissions, and employees, and the Board, harmless from all liability, loss, damage,
7 claims (including claims under Section VI for which Permittee has agreed that the City is
8 not liable), demands, penalties, fines, proceedings, causes of action, taxes, assessments,
9 costs, and expenses (including attorney's fees and experts' fees) arising from the right to
10 enter granted by this Permit and the activities of Permittee Parties on the City Property
11 under this Permit. This indemnity shall survive the expiration or revocation of this Permit.

12 VI. Non-responsibility of City. City, its officers, departments, bureaus,
13 boards, commissions and employees, and the Board, shall not be responsible or liable for
14 loss or damage by theft, fire, flood, burglary, vandalism or any other cause to the supplies,
15 equipment or other personal property of Permittee Parties in or on the City Property, except
16 to the extent caused by the gross negligence of the City, its officers or employees. By
17 executing this Permit and in consideration for being allowed entry to the City Property,
18 Permittee waives all claims against the City, its officers, departments, bureaus, boards,
19 commissions or employees, or the Board, for such loss or damage.

20 VII. No Title. Permittee and City acknowledge and agree that, by this
21 Permit, Permittee does not acquire any right, title or interest of any kind in the City Property,
22 including but not limited to any leasehold interest. Permittee shall not allow the City
23 Property to be used by anyone other than a Permittee Party or for any other purpose than
24 stated in this Permit. Notwithstanding any language to the contrary in this Permit, if a court
25 of competent jurisdiction deems this Permit to be a lease, then Permittee waives any right
26 of redemption under any existing or future law in the event that the City removes it from
27 the City Property and agrees that, if the manner or method used by the City in ending any
28 right held by Permittee under this Permit gives to Permittee a cause of action similar to or

1 based on damages that would otherwise arise in connection with unlawful detainer, then
2 the total amount of damages to which Permittee would be entitled in such action shall be
3 One Dollar. Permittee agrees that this Section may be filed in such action and that, when
4 so filed, it shall be a stipulation by Permittee fixing the total damages to which Permittee is
5 entitled in such action.

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

11 IX. Condition after Entry. After the entry of any Permittee Party on the
12 City Property, Permittee shall return the City Property in good condition or better condition
13 as the Property was in prior to such entry, reasonable wear and tear excepted.

14 X. Notice. Any notice or approval given under this Permit shall be in
15 writing and personally delivered or deposited in the U.S. Postal Service, registered or
16 certified, return receipt, to the City of Long Beach, 333 W. Ocean Blvd., Long Beach, CA
17 90802, ATTN: City Manager, with a courtesy copy sent to Fleet Services Bureau,
18 Department of Financial Management, 2600 Temple Ave. 2nd Fl., ATTN: Fleet Services
19 Bureau Manager. Notice shall be deemed given on the date personal delivery is made or
20 on the date shown on the return receipt, whichever first occurs.

21 XI. Possessory Interest Tax. Permittee acknowledges that this Permit
22 may create a possessory interest subject to possessory interest taxes. Permittee shall
23 pay, prior to delinquency, all taxes on such possessory interest and deliver satisfactory
24 evidence of payment to the City on request.

25 XII. Improvements. Permittee Parties shall not install, construct, erect or
26 maintain any structure or improvements on the City Property except as described in this
27 Permit. At the expiration or revocation of this Permit, all improvements to City Property
28 made pursuant to this Permit shall become the sole property of the City, at no charge.

1 XIII. No Limitations on City. The Permit shall not limit the City's right or
2 power to construct, erect, build, demolish, move or otherwise modify any structures,
3 buildings, landscaping or any other type of improvement on, over, in, or under the City
4 Property.

5 XIV. No Release. The expiration or revocation of this Permit shall not
6 release either party from any liability or obligation which accrued prior to such expiration or
7 revocation.

8 XV. Utilities and Security. The City shall not have any obligation to
9 Permittee to provide utilities, clean-up, or security on the City Property with respect to the
10 right of entry granted by this Permit.

11 XVI. Nondiscrimination. In exercising its right of entry and use of the City
12 Property, Permittee shall not discriminate on the basis of race, color, religion, national
13 origin, sex, sexual orientation, age, HIV status, disability or handicap.

14 XVII. Compliance with Laws. Permittee Parties shall comply with all
15 applicable laws, rules, regulations and ordinances with respect to their activities on the City
16 Property and with respect to the materials collected from the sites and the disposal of
17 materials collected, regardless of when these regulations become or became effective,
18 including, without limitation those relating to construction, signage, health, safety, noise,
19 environmental protection, waste disposal and water and air quality, and furnish satisfactory
20 evidence of such compliance on request of the City.

21 XVIII. Miscellaneous.

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

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

27 C. This Permit may only be amended by a written agreement,
28 signed by the City and Permittee, and, where required, after authorization by City's

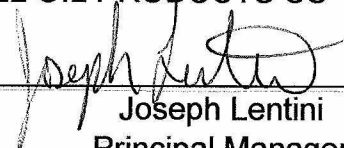
OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

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I. Each of the undersigned hereby represents and warrants that it is authorized to execute this Permit on behalf of the respective Permittee Party and that this Permit, when executed by those Parties, shall become a valid and binding obligation, enforceable in accordance with its terms.

EQUILON ENTERPRISES LLC dba
SHELL OIL PRODUCTS US

_____, 2017

By 
Joseph Lentini
Principal Manager
EQUILON ENTERPRISES LLC dba SHELL
OIL PRODUCTS US

"Permittee"

CITY OF LONG BEACH, a municipal
corporation

November 30, 2017

By 
City Manager

Assistant City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Right of Entry Permit is approved as to form on November 30, 2017

CHARLES PARKIN, City Attorney

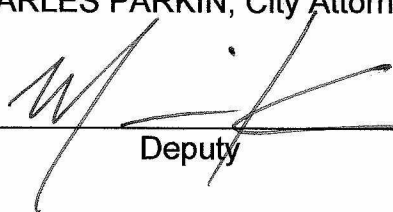
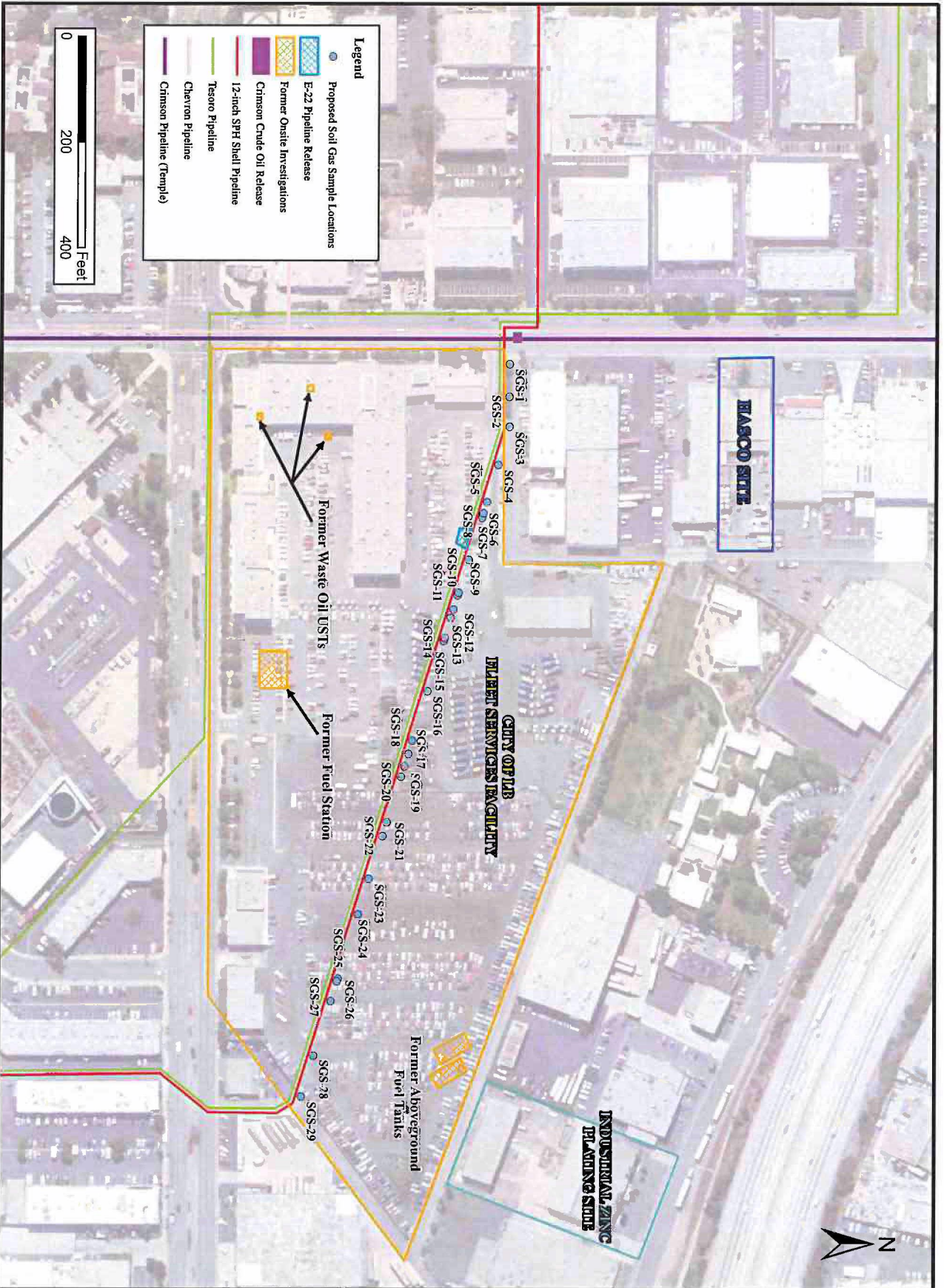
By 
Deputy

EXHIBIT A



PROPOSED SOIL GAS BORING LOCATIONS

Long Beach, CA

Long Beach Fleet Services Facility

Figure 7.0
 An Environmental Management & Development Company
 NEWPORT BEACH, CA 949.261.8998