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RIGHT OF ENTRY PERMIT

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THIS RIGHT OF ENTRY PERMIT is made and entered, in duplicate, as of October 22, 2021, for reference purposes only, pursuant to authorization by the PARKS AND RECREATION COMMISSION of the City of Long Beach ("Commission") at its meeting on September 16, 2021, by and between California State University Long Beach, a public university, ("Permittee"), whose address is 1250 Bellflower Boulevard, Long Beach, California 90840 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") the non-exclusive 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 replacing existing light poles with new poles and footings and upgrade lighting to LED. The project will require access to the exterior of Blair Field to replace three outfield stadium lights, with a fenced staging area within Recreation Park, also described in Exhibit "A".

2. LOCATION. Blair Field, 4700 Deukmejian Drive, Long Beach, California, 90804.

3. TIME OF USE. Permittee Parties shall enter City-owned Property in accordance with this Permit solely during normal business hours and City-approved weekends.

4. DURATION OF PERMIT.

A. Permission to enter shall begin on October 1, 2021, and continue through September 30, 2023.

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

1 (15) day period shall become the property of the City without payment by or liability
2 of any kind on the part of the City.

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

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

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

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

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

1 Permittee shall notify the City within five (5) days after any insurance required in this
2 Permit has been voided by the insurer or canceled by Permittee.

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

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

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

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

23 6. PERMITTEE'S INDEMNIFICATION OF CITY.

24 A. Permittee shall indemnify, protect and hold harmless City, its
25 Boards, Commissions, and their officials, employees and agents ("Indemnified
26 Parties"), from and against any and all liability, claims, demands, damage, loss,
27 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
28 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or

1 in connection with (1) Permittee's breach or failure to comply with any of its
2 obligations contained in this Permit, or (2) negligent or willful acts, errors, omissions
3 or misrepresentations committed by Permittee, its officers, employees, agents,
4 subcontractors, or anyone under Permittee's control, in the performance of work or
5 services under this Permit (collectively "Claims" or individually "Claim").

6 B. In addition to Permittee's duty to indemnify, Permittee shall
7 have a separate and wholly independent duty to defend Indemnified Parties at
8 Permittee's expense by legal counsel approved by City, from and against all Claims,
9 and shall continue this defense until the Claims are resolved, whether by settlement,
10 judgment or otherwise. No finding or judgment of negligence, fault, breach, or the
11 like on the part of Permittee shall be required for the duty to defend to arise. City
12 shall notify Permittee of any Claim, shall tender the defense of the Claim to
13 Permittee, and shall assist Permittee, as may be reasonably requested, in the
14 defense.

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

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

27 9. NO TITLE. Permittee and City acknowledge and agree that, by this
28 Permit, Permittee does not acquire any right, title or interest of any kind in the City-owned

1 Property, including but not limited to any leasehold interest. Permittee shall not allow the
2 City-owned Property to be used by anyone other than a Permittee Party or for any other
3 purpose than stated in this Permit. Notwithstanding any language to the contrary in this
4 Permit, if a court of competent jurisdiction deems this Permit to be a lease, then Permittee
5 waives any right of redemption under any existing or future law in the event that the City
6 removes it from the City-owned Property and agrees that, if the manner or method used
7 by the City in ending any right held by Permittee under this Permit gives to Permittee a
8 cause of action similar to or based on damages that would otherwise arise in connection
9 with unlawful detainer, then the total amount of damages to which Permittee would be
10 entitled in such action shall be One Dollar. Permittee agrees that this Section may be filed
11 in such action and that, when so filed, it shall be a stipulation by Permittee fixing the total
12 damages to which Permittee is entitled in such action.

13 10. NO ASSIGNMENT. Permittee shall not assign this Permit or the
14 permission granted by this Permit. Neither this Permit nor any interest in it shall be subject
15 to transfer by attachment, execution, proceedings in insolvency or bankruptcy, or
16 receivership. Any attempted assignment or other transfer that is not approved by the
17 Director shall be void and confer no right of entry on the purported assignee or transferee.

18 11. CONDITIONS OF PERMIT. Permittee shall obtain all necessary
19 certificates, permits and approvals as required by federal, state, and local authority and
20 must meet any and all Americans with Disabilities Act (ADA) requirements prior to entry to
21 City-owned Property.

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

28 13. CONDITION AFTER ENTRY. After the entry of any Permittee Party

1 on the City-owned property, Permittee shall return the City-owned property in as good
2 condition or better condition as the City-owned property was in prior to such entry,
3 reasonable wear and tear excepted. Permittee agrees to protect trees on the City-owned
4 Property from damage, and shall be responsible for replacing any trees or any other
5 damages that occur at the City-owned Property due to its access pursuant to this Permit.
6 Permittee shall coordinate with the City as to any repairs for sod, seeding and irrigation or
7 any other damages that may occur.

8 14. IMPROVEMENTS. Permittee shall not install, construct, erect or
9 maintain any structure or improvements on the City-owned property except as described
10 in this Permit and any attachments.

11 15. NO LIMITATIONS ON CITY. The Permit shall not limit the City's right
12 or 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 16. 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 17. NONDISCRIMINATION. In connection with performance of this
19 Permit and subject to applicable rules and regulations, Permittee shall not discriminate
20 against any employee or applicant for employment because of race, religion, national
21 origin, color, age, sex, sexual orientation, gender identify, AIDS, HIV status, handicap, or
22 disability. Permittee shall ensure that applicants are employed, and that employees are
23 treated fairly during their employment, without regard to these bases. These actions shall
24 include, but not be limited to, the following: employment, upgrading, demotion or transfer,
25 recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of
26 compensation, and selection for training, including apprenticeship.

27 It is the policy of City to encourage the participation of Disadvantaged,
28 Minority and Women-owned Business Enterprises in City's procurement process, and

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

9 18. COMPLIANCE WITH LAWS. Permittee Parties shall be responsible
10 to acquire and pay for all necessary City permits and approvals, and pay any and all fees;
11 and shall comply with all applicable laws, rules, regulations and ordinances with respect to
12 their activities on the City-owned property.

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

19 20. MISCELLANEOUS.

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

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

25 C. This Permit may only be amended by a written agreement,
26 signed by the City and Permittee.

27 D. This Permit contains the entire understanding of the City and
28 Permittee and supersedes all other agreements, oral or written, with respect to the

1 subject matter of this Permit.

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

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

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

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

CALIFORNIA STATE UNIVERSITY LONG
BEACH, a public university

By [Signature]
Name SCOTT APEL
Title CFO

By [Signature]
Name Mark Zakhour
Title Director, Design and Construction Services

"Permittee"

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

By [Signature]
Director

"Commission"

This Right of Entry Permit is approved as to form on

November 10, 2021.

CHARLES PARKIN, City Attorney

By [Signature]
Anita Lakhani, Deputy City Attorney

EXHIBIT “A”

