

RIGHT OF ENTRY PERMIT

32274

THIS RIGHT OF ENTRY PERMIT is entered into, in duplicate, effective as of June 20, 2011, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on JUN 21 2011, 2011 by and between CALIFORNIA STATE UNIVERSITY, FULLERTON, ("CSUF") ("Permittee") and the CITY OF LONG BEACH ("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 commonly known as Jack Dunster Marine Biological Reserve located on the northwesterly side of the Los Cerritos Channel as illustrated in Exhibit "A" attached to this Permit and incorporated by reference ("City-owned Property") for the purpose and to the extent reasonably necessary to engage in a native Olympia Oyster restoration project. Permittee shall use its best efforts to limit the entry of Permittee Parties on City property to the extent necessary to meet the purposes stated in this Permit.

2. Time of Use. Permittee Parties shall have access and enter City-owned Property in accordance with this Permit beginning on July 1, 2011 through December 31, 2017.

3. Conditions of Permit.

A. CSUF shall contact the Marine Bureau of the City of Long Beach twenty-four (24) hours prior to accessing the location.

B. CSUF shall obtain all necessary certificates, permits and approvals as required by federal, state, and local authority prior to commencing with the Olympia Oyster restoration project, including permission from the California Coastal Commission, Army Corps of Engineers and California Department of Fish and Game with copies to City of Long Beach Marine Bureau.

C. Upon exiting the property at the end of a project working day,

1 CSUF shall ensure that the area is left in a neat, clean and safe condition.

2 D. Upon expiration of the Permit, CSUF shall abandon the sites
3 in accordance with all applicable laws, rules, regulations and ordinances.

4 4. 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 11 85 or CG 00 01 11 88) in an amount not less than
9 \$1,000,000 per occurrence or \$2,000,000 general aggregate. The coverage shall
10 include but not be limited to broad form contractual liability, cross liability,
11 independent contractors liability, and products and completed operations liability.
12 The City, its officers, employees and agents shall be named as additional insureds
13 by endorsement (on the City's endorsement form or on an endorsement equivalent
14 in scope to ISO form CG 200 10 11 85 or CG 20 26 11 85), and this insurance
15 shall contain no special limitations on the scope of protection given to the City, its
16 officers, employees and agents.

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

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

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

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

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

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

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

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

25 5. Permittee's Indemnification of City. Permittee shall indemnify,
26 defend and hold the City, its officers and employees harmless from all liability, loss,
27 damage, claims (including claims under Section 6 for which Permittee has agreed that
28 the City is not liable), demands, penalties, fines, proceedings, causes of action, taxes,

1 assessments, costs, and expenses (including attorney's fees and experts' fees) arising
2 from the right to enter granted by this Permit and the activities of Permittee Parties on the
3 City-owned Property under this Permit. This indemnity shall survive the expiration or
4 revocation of this Permit.

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

12 7. 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
18 Permittee waives any right of redemption under any existing or future law in the event
19 that the City removes it from the City-owned Property and agrees that, if the manner or
20 method used by the City in ending any right held by Permittee under this Permit gives to
21 Permittee a cause of action similar to or based on damages that would otherwise arise in
22 connection with unlawful detainer, then the total amount of damages to which Permittee
23 would be entitled in such action shall be One Dollar (\$1.00). Permittee agrees that this
24 Section may be filed in such action and that, when so filed, it shall be a stipulation by
25 Permittee fixing the total damages to which Permittee is entitled in such action.

26 8. 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
28 subject 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 City
2 Manager shall be void and confer no right of entry on the purported assignee or
3 transferee.

4 9. Condition after Entry. After the entry of any Permittee Party on the
5 City-owned Property, Permittee shall return the City-owned Property in good condition or
6 better condition as the Property was in prior to such entry, reasonable wear and tear
7 excepted.

8 10. Notice. Any notice or approval given under this Permit shall be in
9 writing and personally delivered or deposited in the U.S. Postal Service, registered or
10 certified, return receipt, to the City of Long Beach, Department of Parks, Recreation and
11 Marine, 205 Marina Drive, Long Beach, California, 90803, Attn: Elvira Hallinan. Notice
12 shall be deemed given on the date personal delivery is made or on the date shown on the
13 return receipt, whichever first occurs.

14 11. Possessory Interest Tax. Permittee acknowledges that this Permit
15 may create a possessory interest subject to possessory interest taxes. Permittee shall
16 pay, prior to delinquency, all taxes on such possessory interest and deliver satisfactory
17 evidence of payment to the City on request.

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

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

27 14. No Release. The expiration or revocation of this Permit shall not
28 release either party from any liability or obligation which accrued prior to such expiration

1 or revocation.

2 15. Utilities and Security. The City shall not have any obligation to
3 Permittee to provide utilities, clean-up, or security on the City-owned Property with
4 respect to the right of entry granted by this Permit.

5 16. Nondiscrimination. In connection with performance of this Permit
6 and subject to applicable rules and regulations, Permittee shall not discriminate against
7 any employee or applicant for employment because of race, religion, national origin,
8 color, age, sex, sexual orientation, gender identify, AIDS, HIV status, handicap, or
9 disability. Permittee shall ensure that applicants are employed, and that employees are
10 treated fairly during their employment, without regard to these bases. These actions shall
11 include, but not be limited to, the following: employment, upgrading, demotion or transfer,
12 recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of
13 compensation, and selection for training, including apprenticeship.

14 It is the policy of City to encourage the participation of Disadvantaged,
15 Minority and Women-owned Business Enterprises in City's procurement process, and
16 Permittee agrees to use its best efforts to carry out this policy in the hiring of Contractors
17 to the fullest extent consistent with the efficient performance of this Permit. Permittee
18 may rely on written representations by consultants and subcontractors regarding their
19 status. Permittee shall report to City in May or in December or, in the case of short-term
20 agreements, prior to invoicing for final payment, the names of all sub consultants and
21 contractors hired by Permittee for this Project and information on whether or not they are
22 a Disadvantaged, Minority or Woman-owned Business Enterprise, as defined in Section 8
23 of the Small Business Act (15 U.S.C. Section 637).

24 17. Compliance with Laws. Permittee Parties shall comply with all
25 applicable laws, rules, regulations and ordinances with respect to their activities on the
26 City-owned Property and with respect to the materials collected from the sites and the
27 disposal of materials collected, regardless of when these regulations become or became
28 effective, including, without limitation those relating to construction, signage, health,

1 safety, noise, environmental protection, waste disposal and water and air quality, and
2 furnish satisfactory evidence of such compliance on request of the City.

3 18. Miscellaneous.

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

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

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

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

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

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

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

26 H. CSUF shall submit a Community Outreach/Education plan to
27 the Marine Bureau, Attention: Elvira Hallinan, Administrative Analyst, sixty (60)
28 days prior to the implementation of the program.

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

I. CSUF shall provide the Long Beach Marine Advisory Commission a quarterly status report, within thirty (30) days of the last day of the quarter.

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

CALIFORNIA STATE UNIVERSITY,
FULLERTON (CSUF)

June 28, 2011

By Tia Dameron
Tia Dameron

Contract Analyst

"Permittee"

CITY OF LONG BEACH, a municipal
corporation

8.10, 2011

By [Signature] Assistant City Manager
City Manager

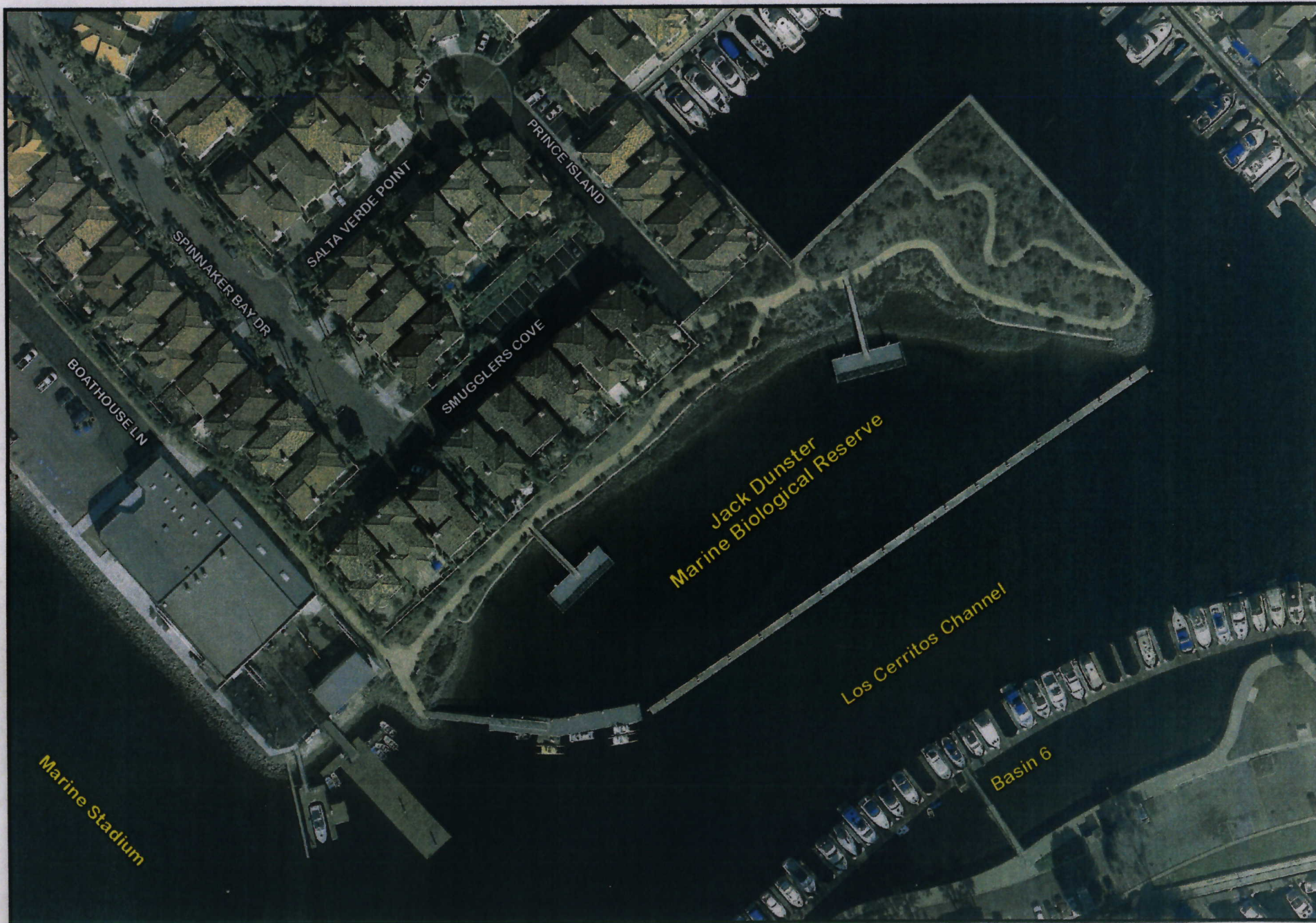
"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Right of Entry Permit is approved as to form on 7/22, 2011.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy



Jack Dunster Marine Biological Reserve
Native Olympia Oyster Restoration Project

0 25 50 75 100 125 150 Feet

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)
6/29/2011**PRODUCER**Alliant Insurance Services, Inc.
100 Pine Street, 11th Floor
San Francisco CA 94111

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

NAMED COVERED PARTYCSU, Fullerton
800 N. State College
P.O. Box 34080
Fullerton CA 92634-9480**PROGRAM AFFORDING COVERAGE**

A: CSURMA

B:

C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CSURMA-LIAB-1112	7/1/2011	6/30/2012	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXPENSE (Any one person)	\$
	<input checked="" type="checkbox"/> Contractual Liab				PERSONAL & ADV INJURY	\$
	<input checked="" type="checkbox"/> STR \$250,000				GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	\$
	<input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					\$
	<input type="checkbox"/> ALL OWNED AUTOS					
	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	CSURMA-WC-1112	7/1/2011	6/30/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$1,000,000
	IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONSNote: Workers' Compensation Coverage is provided as evidence only.
City of Long Beach, its officers, employees, and agents are named as additional covered party as respects the Right of Entry agreement for Oyster Restoration Grant. Ref: Jack Dunster Marine Biological Reserve. Term of Agreement: 7/1/11 - 12/31/17**CERTIFICATE HOLDER**City of Long Beach
Attention: Elvira Hallinan
205 Marina Drive
Long Beach CA 90803**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

R. L. Long



Endorsement No.: CSU348-29-Jun-1011
Effective: 07/01/2011
Forms a part of Policy No.: CSURMA-LIAB-1112
Issued to: City of Long Beach, its officers, employees, and agents
Issued by: California State University Risk Management Authority
Issued on behalf of Member: CSU, Fullerton
Described Lease or Activity: as respects the Right of Entry agreement for Oyster Restoration Grant. Ref: Jack Dunster Marine Biological Reserve. Term of Agreement: 7/1/11 - 12/31/17

This Endorsement Changes The Memorandum of Coverage. Please Read It Carefully.

ADDITIONAL COVERED PARTY

Section VI. DEFINITIONS - The definition of **Additional Covered Party** is amended to include as a covered party the person or organization shown as the entity "Issued To" above, but only with respect to bodily injury and property damage liability arising out of the "Described Lease or Activity" above for that covered party by or for you.

The coverage provided does not apply to any **occurrence** taking place:

1. Prior to the commencement of the **Members'** operations or occupation of the premises; or
2. After the **Members'** operations have been completed or occupation of the premises has ceased.

The limits of coverage will be limited to the limits required within the terms of the written contract or the limits of liability of this Memorandum, whichever is less, and will apply in excess of the **Members' retained limit** shown in the Declarations. CSURMA will not be obligated for limits of coverage shown in the written contract that are greater than the limits of liability of this Memorandum.

Any other coverage carried by a certificate holder which may be applicable shall be deemed excess and the **Member's** coverage primary notwithstanding any conflicting provisions in the **Member's** memorandum of coverage to the contrary.

All other terms and conditions in the memorandum of coverage remain unchanged.
CSURMA0001 (07/10)

Signed: _____

Date: 6/29/2011

A Public Entity Joint Powers Authority

c/o Alliant Insurance Services, Inc. • 100 Pine Street, 11th Floor, San Francisco, CA 94111-5101 • Phone: 415-403-1400 Fax: 415-874-4810