

RIGHT OF ENTRY PERMIT

P - 00229

THIS RIGHT OF ENTRY PERMIT is issued and granted, in duplicate, as of May 6, 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 May 5, 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 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 operating a Satellite Site for an Urban Wood Recovery & Utilization Program in Willow Springs Park that processes wood from dead and dying trees along streets, in parks and along the Los Angeles River in Long Beach by milling and repurposing the wood into wood products and byproducts that can be used in parks and other industries.

2. LOCATION. The location for the Urban Wood Recovery & Utilization Program Satellite Site is a 1.1-acre site located in the northwest section of Willow Springs Park at 2750 Orange Avenue ("Site").

3. USE/PROGRAM. Permittee shall use the Site as outlined in the Site Plan, attached hereto as Exhibit "B" and incorporated by reference, and for the following activities as part of the Program:

A. Harvest approximately one thousand (1,000) dead and dying trees along streets, public rights-of-way, parks and along the Los Angeles River in Long Beach, then mill the trees into approximately ninety-six thousand (96,000) board feet of wood products.

B. Logs found to be unsuitable for milling may be distributed for use as landscape logs for park projects or into mulch that will be spread in the

1 adjacent 1.5-acre restoration of the Park.

2 C. Train an estimated forty (40) young adults and transition  
3 approximately sixteen (16) of those youth into permanent employment, internship,  
4 or post-secondary education with a career pathway in urban forestry.

5 D. Establish an "on-site" park presence to help activate the  
6 undeveloped northwest section of Willow Springs Park until funding for development  
7 is identified.

8 E. Reduce Greenhouse Gas Emissions through the diversion of  
9 urban wood waste from landfills and by significantly increasing available area for the  
10 planting of climate appropriate large-stature trees that will significantly increase the  
11 long-term storage of carbon.

12 F. Competitively solicit and infuse outside funding from regional,  
13 State, and Federal agencies, as well as private foundations, to expand vocational  
14 education and job training related to urban forestry.

15 G. Provide future opportunities for Permittee Parties to perform  
16 stewardship in the adjacent Park, with local members serving their community while  
17 supporting park maintenance and operations.

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

21 5. DURATION OF PERMIT.

22 A. Permission to enter shall begin on June 1, 2020 and continue  
23 through May 31, 2030.

24 B. Within fifteen (15) days of revocation of this Permit, Permittee  
25 shall cease entry and shall cause all Permittee Parties to cease entry on the City-  
26 owned Property, shall remove all equipment, supplies, and personal property and  
27 shall leave the City-owned Property in a clean, neat, and safe condition. Any  
28 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 30 days' written notice to the other party. The City reserves the right to relocate the Program within Willow Springs Park upon thirty (30) days' written notice to Permittee. Should relocation be necessary, and at such time a relocation site is identified, Permittee will have sixty (60) days to relocate the Program.

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

- A. Demolition of existing deteriorating concrete and asphalt surfaces;
- B. Clearing and grubbing, and all grading as-needed to use the Site;
- C. Secure the perimeter of the Site with chain link fence;
- D. Provide a minimum of one driveway for ingress and egress of Permittee trucks and equipment; and
- E. Provide separately metered potable water and electricity to the Site.

Permittee shall perform the duties as outlined in the Conservation Corps of Long Beach Willow Springs Partner Operations Area Infrastructure Improvements Schedule, attached hereto as Exhibit "C" and incorporated herein by this reference.

8. PERMITS: Permittee shall be responsible for securing and paying for all local, State and Federal permits and associated land use approvals that may be required.

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

10. FUNDING: All funding necessary for Site Preparation, amenities,

1 equipment, utilities, programming, operation, and maintenance of the Site will be provided  
2 by Permittee. The City will not provide any funding, supplies or staff support, other than  
3 review of proposed Site work and a liaison for communication purposes, unless approved  
4 in advance and in writing by the City Manager or designee.

5 11. ONGOING MAINTENANCE: As the sponsoring, hiring and funding  
6 entity, Permittee affirms that it will cover, or cause to be covered, all ongoing costs for  
7 operation and maintenance of the Site. The Site will not be used for discarding lumber and  
8 must remain in an activated condition consistent with the use listed above.

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

16 13. SITE FEE: In exchange for Permittee providing valuable local youth  
17 job training and reducing greenhouse gases, the City will not charge Permittee a fee for  
18 use of City park property.

19 14. INSURANCE. As a condition precedent to the effectiveness of this  
20 Permit, Permittee shall provide evidence of insurance equal to the following insurance  
21 coverage:

22 A. Commercial general liability insurance equivalent in scope to  
23 ISO form CG 00 01 10 93 in an amount not less than \$1,000,000 per occurrence or  
24 \$2,000,000 general aggregate. The coverage shall include but not be limited to  
25 broad form contractual liability, cross liability, independent contractors liability, and  
26 products and completed operations liability. The City, its officers, employees and  
27 agents shall be named as additional insureds by endorsement on the City's  
28 endorsement form or on an endorsement equivalent in scope to ISO form CG 20 26

11 85, and this insurance shall contain no special limitations on the scope of protection given to the City, its officers, employees and agents.

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

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

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

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

F. Prior to entry on City-owned Property, Permittee shall deliver to City certificates of insurance or self-insurance and required endorsements, including any insurance required by Permittee Parties, for approval as to sufficiency and form. The certificates and endorsements shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. In addition, Permittee shall at least thirty (30) days prior to expiration of this insurance furnish to the City evidence of renewal of the insurance. City reserves the right to require complete

1 certified copies of all policies of insurance at any time. Permittee and Permittee  
2 Parties shall make available to the City, during normal business hours, all books,  
3 records and other information relating to the insurance required in this Permit.

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

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

11 15. PERMITTEE'S INDEMNIFICATION OF CITY. Permittee shall  
12 indemnify, defend and hold the City, its Commissions and Boards, or their officials,  
13 employees, or agents harmless from all liability, loss, damage, claims, demands, penalties,  
14 fines, proceedings, causes of action, taxes, assessments, costs, and expenses (including  
15 attorney's fees and experts' fees) arising from the right to enter granted by this Permit and  
16 the activities of Permittee Parties on the City-owned Property under this Permit. This  
17 indemnity shall survive the expiration or revocation of this Permit. The foregoing shall not  
18 apply to claims or causes of action caused by the sole negligence or willful misconduct of  
19 the City, its Commissions and Boards, or their officials, employees, or agents.

20 16. 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 17. 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

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

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

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

20. CONSIDERATION. This Permit is granted in consideration that Permittee's partnership demonstrates the Urban Wood Recovery & Utilization Program would employ sustainability principles synergistic with the Park's Master Plan, would reduce Greenhouse Gas Emissions, would provide job training for at-risk youth and would allow for supplemental grant funding available to Permittee be available to improve the

1 Park.

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

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

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

13 24. COMPLIANCE WITH LAWS. Permittee Parties shall comply with all  
14 applicable laws, rules, regulations and ordinances with respect to their activities on the  
15 City-owned Property.

16 25. MISCELLANEOUS.

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

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

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

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

27 E. On the expiration or revocation of this Permit, Permittee agrees  
28 to and shall execute such documents, in recordable form if so requested, as the City



1 deems reasonably necessary to end the Permit and remove the Permit as an  
2 encumbrance on the City-owned Property.

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

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

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

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

14 By [Signature]  
15 Name DAN KNAPP  
16 Title EXECUTIVE DIRECTOR

17 By [Signature]  
18 Name Theresa J. Mari  
19 Title CHAIR BOARD OF DIR

20 "Permittee"

21 CITY OF LONG BEACH, a municipal  
22 corporation

23 By [Signature]

24 EXECUTED PURSUANT  
25 TO SECTION 301 OF  
26 THE CITY CHARTER

27 "City"

28 This Right of Entry Permit is approved as to form on  
June 22, 2020.

CHARLES PARKIN, City Attorney

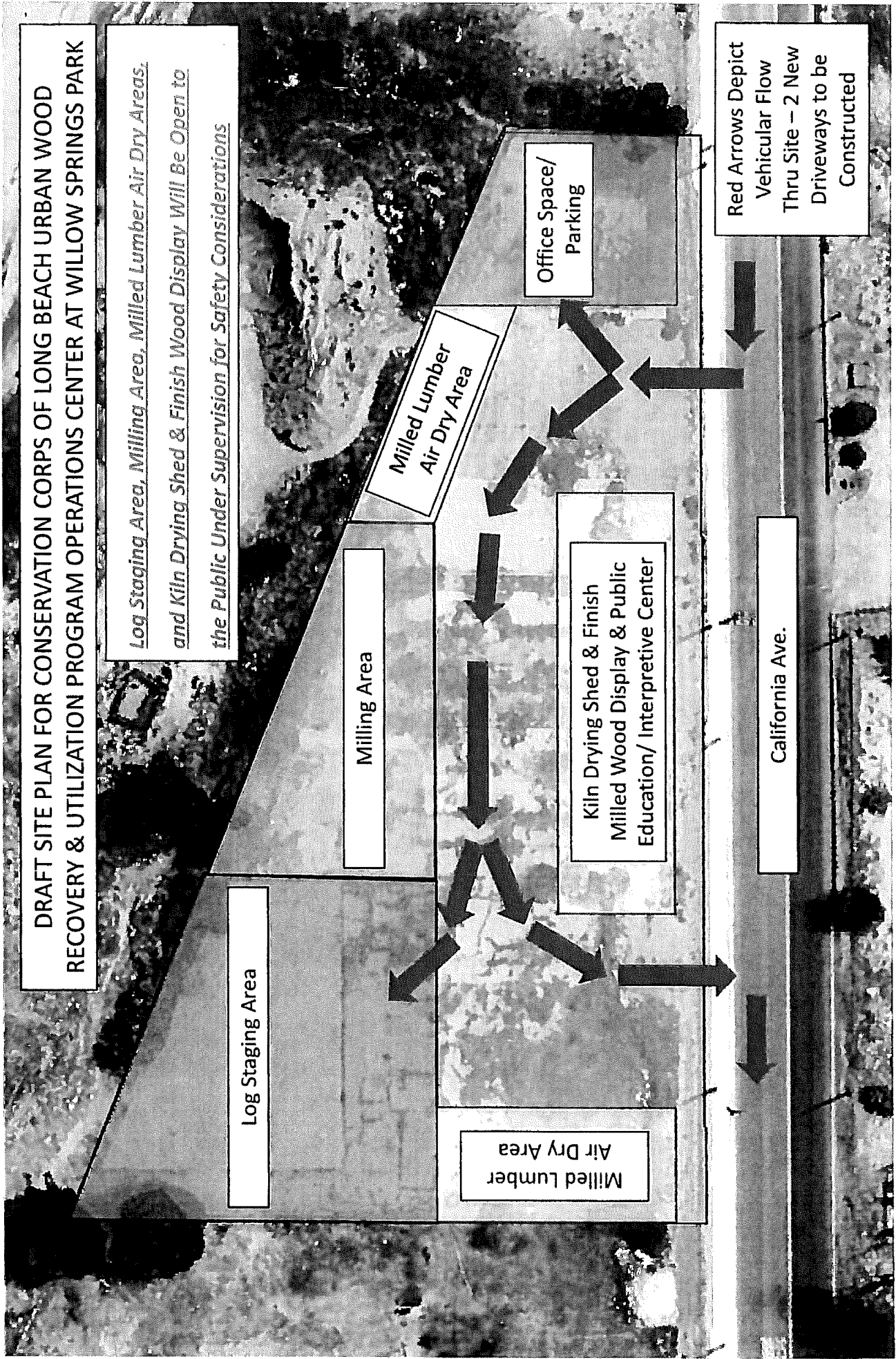
By [Signature]  
Deputy



Conservation Corps of Long Beach  
Urban Wood Recovery & Utilization Program  
Willow Springs Park Site Plan



Exhibit "B"





# Exhibit "C"

## Conservation Corps of Long Beach Willow Springs Partner Operations Area Infrastructure Improvements Schedule

Task	Description	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20
1.00	Permits/Approvals for driveways, water, electricity, grading, building & safety, etc.	x	x						
2.00	Demolition, Clearing & Grubbing			48,000 sf					
3.00	Rough Grading & Drainage Improvements			48,000 sf					
4.00	Install 6 ft. high chain link fence and gates around full perimeter of property				1,100 lf				
5.00	Utilities installed - electrical, potable water				1 electrical, 1 water				
6.00	Finish surfaces for vehicular and pedestrian access paths constructed - compacted CMB				48,000 sf				
7.00	Concrete driveways installed				2 ea.				
8.00	Urban Wood Utilization Equipment Installed - kiln and kiln storage shed, mill, air drying shelving, modular office structure, and portable restroom						Approx. 5,000 sf for temp. office, storage shed for kiln dried wood, kiln drying shed, storage for other equip.; 10,000 sf for log storage and processing; 5,000 for milling space; 5,000 sf for air drying open air shed area; 23,000 sf for vehicular pathways, parking and portable restrooms		