



1 supplies, equipment, and personal property which are not removed within the fifteen  
2 (15) day period shall become the property of the City without payment by or liability  
3 of any kind on the part of the City.

4 6. 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 10 93 in an amount not less than \$1,000,000 per occurrence or  
9 \$2,000,000 general aggregate. The coverage shall include but not be limited to  
10 broad form contractual liability, cross liability, independent contractor liability, and  
11 products and completed operations liability. The City, its officers, employees and  
12 agents shall be named as additional insureds by endorsement on the City's  
13 endorsement form or on an endorsement equivalent in scope to ISO form CG 20 26  
14 11 85, and this insurance shall contain no special limitations on the scope of  
15 protection given to the City, its officers, employees and agents.

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

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

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

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

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

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

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

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

24 7. PERMITTEE'S INDEMNIFICATION OF CITY. Permittee shall  
25 indemnify, defend and hold the City, its Commissions and Boards, or their officials,  
26 employees, or agents harmless from all liability, loss, damage, claims, demands, penalties,  
27 fines, proceedings, causes of action, taxes, assessments, costs, and expenses (including  
28 attorney's fees and experts' fees) arising from the right to enter granted by this Permit and

1 the activities of Permittee Parties on the City-owned Property under this Permit. This  
2 indemnity shall survive the expiration or revocation of this Permit. The foregoing shall not  
3 apply to claims or causes of action caused by the sole negligence or willful misconduct of  
4 the City, its Commissions and Boards, or their officials, employees, or agents.

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

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

17 10. NO TITLE. Permittee and City acknowledge and agree that, by this  
18 Permit, Permittee does not acquire any right, title or interest of any kind in the City-owned  
19 Property, including but not limited to any leasehold interest. Permittee shall not allow the  
20 City-owned Property to be used by anyone other than a Permittee Party or for any other  
21 purpose than stated in this Permit. Notwithstanding any language to the contrary in this  
22 Permit, if a court of competent jurisdiction deems this Permit to be a lease, then Permittee  
23 waives any right of redemption under any existing or future law in the event that the City  
24 removes it from the City-owned Property and agrees that, if the manner or method used  
25 by the City in ending any right held by Permittee under this Permit gives to Permittee a  
26 cause of action similar to or based on damages that would otherwise arise in connection  
27 with unlawful detainer, then the total amount of damages to which Permittee would be  
28 entitled in such action shall be One Dollar. Permittee agrees that this Section may be filed

1 in such action and that, when so filed, it shall be a stipulation by Permittee fixing the total  
2 damages to which Permittee is entitled in such action.

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

8 12. CONDITIONS OF PERMIT. Permittee shall obtain all necessary  
9 certificates, permits and approvals as required by federal, state, and local authority prior to  
10 commencing with the academic research.

11 13. NOTICE. Any notice or approval given under this Permit shall be in  
12 writing and personally delivered or deposited in the U.S. Postal Service, registered or  
13 certified, return receipt, to the City of Long Beach at 411 W. Ocean Blvd., Long Beach, CA  
14 90802, Attention: City Manager, and to the Permittee California State University, Long  
15 Beach, Brotman Hall Suite 346, 1250 Bellflower Boulevard, Long Beach, CA 90840 Attn:  
16 Contract Services. Notice shall be deemed given on the date personal delivery is made or  
17 on the date shown on the return receipt, whichever first occurs.

18 14. CONSIDERATION. This Permit is granted in consideration of  
19 Permittee's pre-research activities on City-owned Property, with the understanding that all  
20 data collected, findings and reports produced from the research will be made available to  
21 the City to help inform coastal resource management policies, support existing operations,  
22 and provide feedback on improving conditions for fish as the tidal channel restoration  
23 project continues. Permittee will provide the City access to the results of its research upon  
24 request.

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

1                   16.    NO RELEASE. The expiration or revocation of this Permit shall not  
2 release either party from any liability or obligation, which accrued prior to such expiration  
3 or revocation.

4                   17.    NONDISCRIMINATION. In exercising its right of entry and use of the  
5 City-owned Property, Permittee shall not discriminate on the basis of race, religion, national  
6 origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or  
7 disability.

8                   18.    COMPLIANCE WITH LAWS. Permittee Parties shall comply with all  
9 applicable laws, rules, regulations and ordinances with respect to their activities on the  
10 City-owned Property.

11                  19.    MISCELLANEOUS.

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

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

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

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

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

26                   F.    The failure or delay of the City to insist on strict compliance with  
27 the provisions of this Permit shall not be deemed a waiver of any right or remedy  
28 that City may have and shall not be deemed a waiver of any subsequent or other

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4511

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failure to comply with any provision of this Permit.

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

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

CALIFORNIA STATE UNIVERSITY LONG BEACH

February 10, 2021

By Timothy A. Vink  
Name Timothy A. Vink  
Title Contract Manager

2/10, 2021

By Malia Kimmlaka Freund  
Name Malia Kimmlaka Freund  
Title Assistant Vice President, Financial Management  
California State University, Long Beach  
562.985.4296  
"Permittee" M.Freund@csulb.edu

CITY OF LONG BEACH, a municipal corporation

\_\_\_\_\_, 20\_\_

By \_\_\_\_\_  
City Manager

"City"

This Right of Entry Permit is approved as to form on

MARCH 31, 2021

CHARLES PARKIN, City Attorney

By \_\_\_\_\_  
Deputy

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4511

1 failure to comply with any provision of this Permit.

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

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

7 CALIFORNIA STATE UNIVERSITY LONG  
8 BEACH

9 February 10, 2021

By Timothy A. Vink  
Name Timothy A. Vink  
Title Contract Manager

11 2/10, 2021

By Malia Kinimaka Freund  
Name Malia Kinimaka Freund  
Title Assistant Vice President, Financial Management  
California State University, Long Beach  
"Permittee" 562.985.4296  
Malia.Freund@csulb.edu

15 CITY OF LONG BEACH, a municipal  
16 corporation

17 EXECUTED PURSUANT  
18 TO SECTION 301 OF  
19 THE CITY CHARTER  
By City Manager

"City"

20 This Right of Entry Permit is approved as to form on

21 \_\_\_\_\_, 20\_\_.

22 CHARLES PARKIN, City Attorney

23 By \_\_\_\_\_  
24 Deputy



# EXHIBIT A

Attachment B

Colorado Lagoon and Marine Stadium  
Permit Area

