

RIGHT OF ENTRY PERMIT

P - 00061

THIS RIGHT OF ENTRY PERMIT is issued and granted as of November 30, 2014 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on November 11, 2014, by and between the CITY OF LONG BEACH, a municipal corporation ("City") and LONG BEACH UNIFIED SCHOOL DISTRICT ("Permittee") to make improvements to the baseball field at Houghton Park, located at 6301 Myrtle Avenue, Long Beach, California 90805.

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") for the purpose of making improvements to the baseball field. City acknowledges that the permission granted by this Permit may include rotating the baseball field home plate and installing a new infield, irrigation, concrete pads for storage containers and dugouts, and concrete paths. Additionally, the new baseball field will accommodate a soccer field overlay on the baseball outfield.

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

3. DURATION OF PERMIT.

A. Permission to enter shall begin on December 1, 2014, and continue through November 30, 2016, with no renewal options, unless sooner terminated as provided in this Permit, or unless the services to be performed hereunder or the project is completed sooner.

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

1 shall leave the City-owned Property in a clean, neat, and safe condition. Any
2 supplies, equipment, and personal property which are not removed within the fifteen
3 (15) day period shall become the property of the City without payment by or liability
4 of any kind on the part of the City.

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

8 A. Commercial general liability insurance equivalent in scope to
9 ISO form CG 00 01 10 93 in an amount not less than \$1,000,000 per occurrence or
10 \$2,000,000 general aggregate. The coverage shall include but not be limited to
11 broad form contractual liability, cross liability, independent contractors liability, and
12 products and completed operations liability. The City, its officers, employees and
13 agents shall be named as additional insureds by endorsement on the City's
14 endorsement form or on an endorsement equivalent in scope to ISO form CG 20 26
15 11 85, and this insurance shall contain no special limitations on the scope of
16 protection given to the City, its officers, employees and agents.

17 B. Workers' compensation insurance as required by the California
18 Labor Code and employer's liability insurance in an amount not less than
19 \$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 not
22 less than \$500,000 combined single limit per accident.

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

1 canceled except after thirty (30) days prior written notice to City, and shall be primary
2 and not contributing to any other insurance or self-insurance maintained by the City.
3 Permittee shall notify the City within five (5) days after any insurance required in this
4 Permit has been voided by the insurer or canceled by Permittee.

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

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

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

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

25 5. PERMITTEE'S INDEMNIFICATION OF CITY. Permittee shall
26 indemnify, defend and hold the City, its Commissions and Boards, or their officials,
27 employees, or agents harmless from all liability, loss, damage, claims, demands, penalties,
28 fines, proceedings, causes of action, taxes, assessments, costs, and expenses (including

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

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

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

27 8. NO ASSIGNMENT. Permittee shall not assign this Permit or the
28 permission granted by this Permit. Neither this Permit nor any interest in it shall be subject

1 to transfer by attachment, execution, proceedings in insolvency or bankruptcy, or
2 receivership. Any attempted assignment or other transfer that is not approved by the
3 Director shall be void and confer no right of entry on the purported assignee or transferee.

4 9. CONDITION AFTER ENTRY. After the entry of any Permittee Party
5 on the City-owned Property, Permittee shall return the City-owned Property in as good
6 condition or better condition as the City-owned Property was in prior to such entry,
7 reasonable wear and tear 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 at 2760 N. Studebaker Road, Long Beach, CA 90815 Attn: Planning and
12 Development Bureau and to Long Beach Unified School District at 2425 Webster Avenue,
13 Long Beach, CA 90810 Attn: Les Leahy. Notice shall be deemed given on the date
14 personal delivery is made or on the date shown on the return receipt, whichever first occurs.

15 11. CONSIDERATION. This Permit is granted in consideration of
16 Permittee's donation of time and materials for the improvement of the City-owned Property.

17 12. IMPROVEMENTS. Permittee Parties shall not install, construct, erect
18 or maintain any structure or improvements on the City-owned Property except as described
19 in this Permit, without the written permission of the Director of Parks, Recreation and
20 Marine. At the expiration or revocation of this Permit, all improvements to City-owned
21 Property made pursuant to this Permit shall become the sole property of the City, at no
22 charge.

23 13. NO LIMITATIONS ON CITY. The Permit shall not limit the City's right
24 or 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. NONDISCRIMINATION. In exercising its right of entry and use of the
3 City-owned Property, Permittee shall not discriminate on the basis of race, religion, national
4 origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or
5 disability.

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

9 17. MISCELLANEOUS.

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

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

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

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

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

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

28 G. This Permit is not intended or entered for the purpose of

1 creating any benefit or right for any person or entity that is not a signatory or a
2 Permittee Party.

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

5 LONG BEACH UNIFIED SCHOOL
6 DISTRICT

7 December 14, 2015

By [Signature]
Name RON HOPPE
Title DIRECTOR

9 December 14, 2015

By [Signature]
Name ANGELICA DEANER
Title ASST. DIRECTOR

11 "Permittee"

12 CITY OF LONG BEACH, a municipal
13 corporation

14 Jan. 6, ~~2015~~
15 2016

By [Signature]
City Manager
Assistant City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

16 "City"

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

18 12/14, 2015.

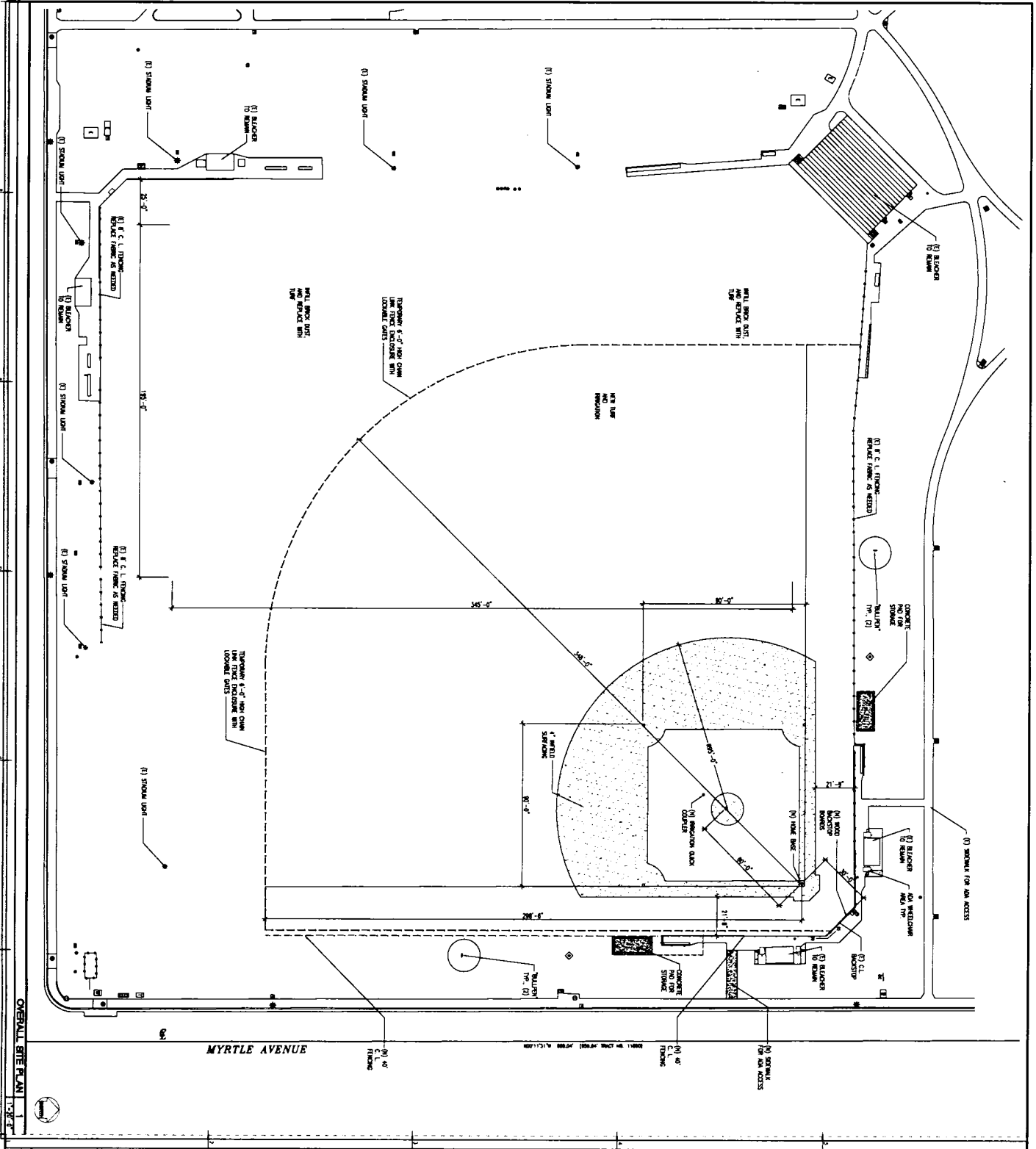
20 CHARLES PARKIN, City Attorney

21 By [Signature]
22 Deputy

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



Houghton Park Location Map
Proposed Improvement to
Baseball Field by LBUSD



<p>LONG BEACH UNITED SCHOOL DISTRICT 2425 WILSON AVENUE LONG BEACH, CA 90810</p>		<p>PROJECT: Houghton Park 6301 MYRTLE AVE LONG BEACH, CA 90805</p> <p>PROJECT TITLE: BALLFIELD IMPROVEMENTS</p> <p>100% CONSTRUCTION DOCUMENTS</p>		<p>CONTRACTOR: [Redacted]</p> <p>DATE: [Redacted]</p>	
<p>CONTRACT NO.: 0624-111-483 PROJECT NO.: 0624-111-483 DATE: 06/11/13</p>		<p>CONTRACT NO.: 0624-111-483 PROJECT NO.: 0624-111-483 DATE: 06/11/13</p>		<p>CONTRACT NO.: 0624-111-483 PROJECT NO.: 0624-111-483 DATE: 06/11/13</p>	
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