

1 RIGHT-OF-ENTRY PERMIT

2 **31814**

3 THIS RIGHT-OF-ENTRY PERMIT is made and entered, in duplicate, as of  
4 August 23, 2010 for reference purposes only, pursuant to a minute order adopted by the  
5 City Council of the City of Long Beach at its meeting on June 15, 2010, by and between  
6 LONG BEACH ROSIE THE RIVETER FOUNDATION, a 501(c)(3) public charity, whose  
7 address is P.O. Box 50108, Long Beach, CA 90815 ("Permittee"), and the CITY OF  
8 LONG BEACH ("City"), a municipal corporation.

9 WHEREAS, Permittee intends to make a non-monetary donation of  
10 planning, labor, materials, and improvements in excess of Forty-Six Thousand Dollars  
11 (\$46,000.00) for Phase II construction of a memorial and interpretive center at Rosie the  
12 Riveter Park located at Clark Avenue and Conant Street in the City of Long Beach  
13 ("Premises"); and

14 WHEREAS, because the work is on public property, the City desires to  
15 enter this Agreement to allow Permittee or its contractor to construct a memorial and  
16 interpretive center at Premises on its behalf;

17 NOW, THEREFORE, in consideration of the mutual terms and conditions of  
18 this Right-of-Entry Permit, the parties agree as follows:

19 1. Permittee shall donate planning and materials for certain  
20 improvements similar to those shown on Exhibit "A" attached hereto and labor for  
21 construction of said improvements, and the City accepts same. ("Permittee") shall  
22 comply or cause its contractor to comply with all applicable laws and regulations with  
23 respect to the installation, including maintaining a safe environment for members of the  
24 public in the vicinity of the work.

25 2. Access. City grants to Permittee, its contractors, agents and  
26 employees (collectively, the "Permittee Parties"; individually, a "Permittee Party") a  
27 nonexclusive right to enter the City-owned Premises for the purpose of constructing a  
28 memorial and interpretive center. City acknowledges that the permission granted by this

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

1 Permit may include placing, using and leaving equipment and materials provided,  
2 however, the location of equipment and materials shall first be approved by the City  
3 Manager or his designee.

4           3.     Time of Use. Permittee Parties shall enter City-owned Property in  
5 accordance with this Permit during the normal business hours of City and on forty-eight  
6 (48) hours prior notice to the City, which notice may be oral and shall be given to the  
7 Manager of Maintenance Operations for the City's Department of Parks, Recreation and  
8 Marine.

9           4.     Duration of Permit.

10           A.     Permission to enter shall begin on AUG 23 2010<sup>AK</sup> ~~2010~~ and,  
11 unless expanded in writing, shall end on AUG 23 2012<sup>AK</sup> ~~2010~~, unless sooner  
12 terminated as provided in this Permit, unless the services to be performed  
13 hereunder or the project is completed sooner.

14           B.     Within fifteen (15) days after written notice to Permittee  
15 following expiration or revocation of this Permit, Permittee shall cease entry and  
16 shall cause all Permittee Parties to cease entry on the City-owned Property, shall  
17 remove all equipment, supplies, and personal property and shall leave the City-  
18 owned Property in a clean, neat and safe condition. Any supplies, equipment, and  
19 personal property which are not removed with the fifteen (15) day period shall  
20 become the property of the City without payment by or liability of any kind on the  
21 part of the City.

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

1           6.     No Title. Permittee and City acknowledge and agree that, by this  
2 Permit, Permittee does not acquire any right, title or interest of any kind in the City-owned  
3 Property, including but not limited to any leasehold interest. Permittee shall not allow the  
4 City-owned Property to be used by anyone other than a Permittee Party or for any other  
5 purpose than stated in this Permit.

6           7.     No Assignment. Permittee shall not assign this Permit or the  
7 permission granted by this Permit. Neither this Permit nor any interest in it shall be  
8 subject to transfer by attachment, execution, proceedings in insolvency or bankruptcy, or  
9 receivership. Any attempted assignment or other transfer that is not approved by the City  
10 Manager shall be void and confer no right of entry on the purported assignee or  
11 transferee.

12           8.     Condition After Entry. After the entry of any Permittee Party on the  
13 City-owned Property, Permittee shall return the City-owned Property in as good condition  
14 or better condition as the City-owned Property was in prior to such entry, reasonable  
15 wear and tear excepted.

16           9.     Notice. Any notice or approval given under this Permit shall be in  
17 writing and personally delivered or deposited in the U.S. Postal Service, registered or  
18 certified, return receipt, to the City of Long Beach, Department of Parks, Recreation and  
19 Marine at 2760 Studebaker Road, Long Beach, CA 90815 Attn: Contract Management  
20 Division and to 3605 Long Beach Boulevard, Suite 210, Long Beach, CA 90807 Attn:  
21 Chief Operating Officer. Notice shall be deemed given on the date personal delivery is  
22 made or on the date shown on the return receipt, whichever first occurs.

23           10.    Consideration. This Permit is granted in consideration for  
24 Permittee's donation.

25           11.    Improvements. Permittee Parties shall not install, construct, erect or  
26 maintain any structure or improvements on the City-owned Property except as described  
27 herein.

28           12.    No Limitations on City. The Permit shall not limit the City's right or

1 power to construct, erect, build, demolish, move or otherwise modify any structures,  
2 buildings, landscaping or any other type of improvement on, over, in, or under the City-  
3 owned Property. Any actions of City under this paragraph shall not interfere with  
4 Permittee's use under this Permit.

5 13. No Release. The expiration or revocation of this Permit shall not  
6 release either party from any liability or obligation which accrued prior to such expiration  
7 or revocation.

8 14. Utilities and Security. Permittee shall not use any City utilities at any  
9 time during this Permit without prior written authorization from the City Manager or his  
10 designee. The City shall not have any obligation to Permittee to provide utilities, clean-up,  
11 or security on the City-owned Property with respect to the right of entry granted by this  
12 Permit. Permittee shall remove all graffiti, trash, and debris from the site within forty-eight  
13 (48) hours.

14 15. Compliance with Laws. Permittee Parties shall comply with all  
15 applicable laws, rules, regulations and ordinances with respect to their activities on the  
16 City-owned Property.

17 16. Miscellaneous.

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

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

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

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





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IN WITNESS WHEREOF, the parties have executed this Agreement with all formalities required by law as of the date first stated above.

Aug 30, 2010

LONG BEACH ROSIE THE RIVETER FOUNDATION, a 501(c)(3) public charity  
By Yvonne Skypala  
Title President

"Permittee"

9.15, 2010

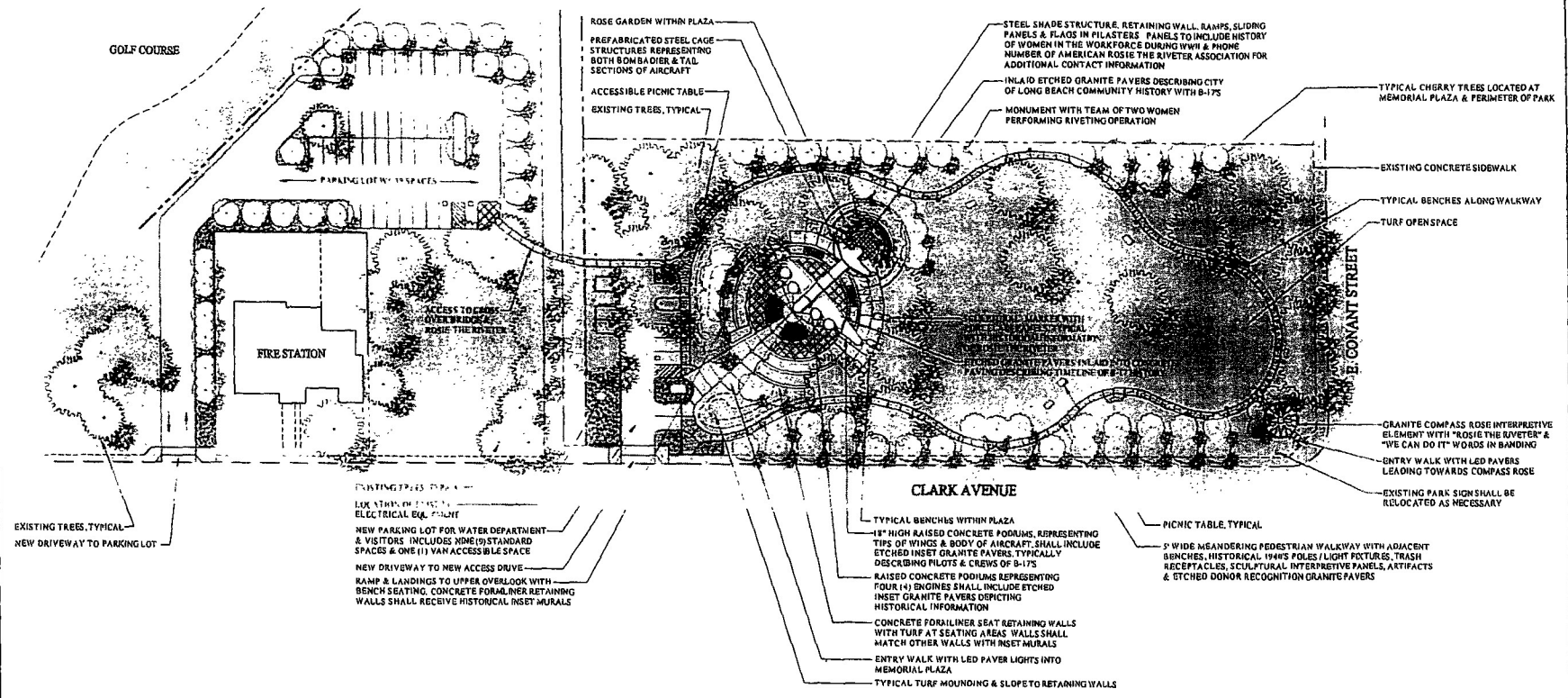
CITY OF LONG BEACH, a municipal corporation  
By [Signature] - **Assistant City Manager**  
City Manager  
**EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.**  
"City"

This Right of Entry Permit is approved as to form on Sept. 9, 2010.

ROBERT E. SHANNON, City Attorney  
By [Signature]  
Deputy

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

Exhibit A



Preliminary Layout Plan  
**Rosie the Riveter Park**  
 Long Beach, CA  
 CITY OF LONG BEACH PARKS, RECREATION & MARINE

NOVIS  
 LANDSCAPE ARCHITECTS  
 4057 P.L.A.S. #128 9  
 12 714.754.7544  
 18 714.754.7511  
 CA 92260  
 952110 01-21-2000  
 SHT 1 OF 1

SCALE: 1"=30'-0"

## **Exhibit B: Conditions**

### **1. Insurance requirements:**

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

- (a) Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than \$1,000,000 per occurrence or \$2,000,000 general aggregate. The coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. The City, its officers, employees and agents shall be named as additional insureds by endorsement (on the City's endorsement form or on an endorsement equivalent in scope to ISO form CG 200 10 11 85 or 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.

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.

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

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

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

- 2. Minimum of forty-eight (48) hours notice prior to any work on site. Contact the Department's Maintenance Operations Bureau ("MOB") and Planning and Development Bureau ("PLAD").**
- 3. Permittee shall complete a "Dig Alert" prior to any work being done at Premises. Permittee shall provide Dig Alert number to City for verification.**
- 4. Permittee shall protect all city property, including pavement, turf, irrigation, plants, and structures. If damaged, Permittee shall repair to the satisfaction of the Director at not cost to the city.**
- 5. Permittee shall not use city utilities for construction activities.**
- 6. Permittee shall perform a pre-construction video survey with PLAD prior to commencement of construction.**
- 7. Permittee shall comply with City's storm water permit and install storm water BMP's as required.**
- 8. All construction shall comply with applicable codes, including all Development Services requirements at no cost to the City.**
- 9. All construction shall comply with the American with Disabilities Act.**
- 10. Permittee shall adequately protect public from on-going construction with appropriate signage, fencing, etc.**
- 11. Permittee's plan shall be approved by PLAD prior to commencement of work.**