

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

1 PERMIT FOR THE USE OF BELMONT PLAZA POOL

2 **31795**

3 THIS PERMIT is made and entered, in duplicate, as of June 17, 2010 for
4 reference purposes only, pursuant to a minute order adopted by the City Council of the
5 City of Long Beach ("City"), at its May 18, 2010 meeting, granting permission to SHORE
6 AQUATICS, INC. ("Permittee") to use that portion of the indoor pool at the Belmont Plaza
7 Pool ("Permit Area") designated by the City's Director of Parks, Recreation and Marine
8 ("Director"). The permit area shall be used and occupied by Permittee subject to the
9 following terms, conditions and limitations:

10 1. PERMITTED USE. The permit area shall be used for the purposes
11 of water polo games and practices, swimming events and related activities of its
12 members and for no other purpose without the prior written consent of the Director. The
13 Director may change the scheduled hours and days to accommodate special events at
14 the Belmont Plaza Pool.

15 2. USE FEES. Permittee shall pay the City for the use of the permitted
16 area a fee of Eighty-Five Dollars (\$85) per hour. The City may adjust this fee each year
17 on thirty (30) days written notice to Permittee. All use of the permit area shall be
18 scheduled thirty (30) days in advance through the Belmont Plaza Pool Aquatics
19 Supervisor and shall be subject to the availability of the pool.

20 3. TERM. The term of this Permit shall commence on May 1, 2010 and
21 shall terminate on April 30, 2011. This agreement may be terminated by either party for
22 any reason upon thirty (30) days written notice to the other party. At the discretion of the
23 Director, this Permit may be extended for three (3), one (1) year terms.

24 A. Permittee shall not assign or otherwise transfer (voluntarily or
25 involuntarily) this Permit or any interest therein.

26 B. Permittee shall not make any alterations or improvements to
27 the permit area or the Belmont Plaza Pool, without obtaining the prior written
28 consent of the Director. Permittee shall pay for damages including labor and

1 materials occurring during Permittee's use of facilities. Permittee has inspected
2 the permit area and understands and agrees that the City shall have no duty to
3 make any improvements or repairs thereto. Permittee's sole and exclusive
4 remedy by reason of any condition of the permit area (whether such condition now
5 or hereafter exists) shall be the termination of this Permit and vacation of the
6 permit area. Any and all uses of the area by Permittee, its employees, patrons
7 and customers shall be at their sole risk, cost and expense. Permittee, during its
8 use of the permitted area, shall keep and maintain the area of use and adjacent
9 areas unobstructed and clear of all swimming equipment and gear.

10 4. EQUIPMENT: In addition to supplying the use of the Plaza Pool as
11 provided above in paragraph 1, upon request and when available, the City will provide a
12 public announcement system at no charge. If that equipment is unavailable, the
13 Permittee may be allowed to supply alternate equipment. In the event that the equipment
14 or facility is unsatisfactory for Permittee's event, Permittee's sole remedy will be to hold
15 the event at some other location. City shall provide lifeguard services for the events.
16 Permittee shall be responsible for the removal of all trash and debris created by
17 Permittee's spectators and participants. Permittee's failure to do so shall obligate
18 Permittee to reimburse City's actual costs incurred to remove all trash and debris.

19 5. INDEMNIFICATION: In contemplation of the provisions of Section
20 895.2 of the Government Code of the State of California imposing certain tort liability
21 jointly upon public entities solely by reason of such entities being parties to an Agreement
22 as defined by Section 895 of said Code, the parties hereto, as between themselves,
23 pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will
24 each assume the full liability imposed upon it, or any of its officers, agents, or employees
25 by law for injury caused by a negligent or wrongful act or omission occurring in the
26 performance of this Permit to the same extent that such liability would be imposed in the
27 absence of Section 895.2 of said Code. To achieve the above-stated purpose, each
28 party indemnifies and holds harmless the other party for any loss, cost, or expense that

1 may be imposed upon such other party solely by virtue of said Section 895.2. Permittee
2 and City agree to indemnify, defend and hold harmless each other against any and all
3 liability, expense and claims arising from their respective acts or omissions. The
4 provisions of Section 2778 of the California Civil Code are made a part hereof as if fully
5 set forth.

6 6. INSURANCE: Concurrent with the execution of this Permit and in
7 partial performance of Permittee's obligations hereunder. Permittee shall procure and
8 maintain, at its costs, during the term of this Permit and any extensions or renewals
9 thereof, from an insurer admitted in California or having a minimum rating of or equivalent
10 to A:VIII in Best's Insurance Guide:

11 A. Comprehensive General Liability Insurance with a combined
12 single limit of at least Two Million Dollars (\$2,000,000.00) for each occurrence.
13 City, its officials, employees, and agents shall be covered as additional insureds
14 with respect to liability arising from activities performed by or on behalf of
15 Permittee. Said insurance shall be primary insurance with respect to City and
16 shall contain a cross liability endorsement.

17 B. Upon execution of this Permit, Permittee shall deliver to City
18 certificates of insurance or self-insurance with original endorsements evidencing
19 the coverage required by this Permit. The certificates and endorsements shall be
20 signed by a person authorized by the insurer to bind coverage on its behalf. City
21 reserves the right to require complete certified copies of all policies at any time.

22 C. Said insurance shall contain an endorsement requiring thirty
23 (30) days' prior written notice from insurers to City before cancellation or change of
24 coverage.

25 D. Said insurance may provide for such deductibles or self-
26 insurance as may be acceptable to the City Manager or his designee. In the event
27 such insurance does provide for deductible or self-insurance Permittee agrees that
28 it will fully protect City, its officials, and employees in the same manner as these

1 interests would have been protected had a policy or policies of commercial
2 insurance been in effect. With respect to damage to property, City and Permittee
3 hereby waive all rights and subrogation, one against the other, but only to the
4 extent that collectible commercial insurance is available for said damage.

5 E. Any modification or waiver of the insurance requirements
6 herein shall only be made with the written approval of the City's Risk Manager or
7 designee.

8 7. USE AND OCCUPANCY: Permittee during the use and occupancy
9 of the permit area shall comply with all laws, ordinances, rules and regulations of and
10 obtain permits for all federal, state and governmental authorities having jurisdiction over
11 the permit area and Permittee's activities thereon. Unless specifically exempted herein,
12 Permittee shall be required to pay all fees, taxes incurred by reason of Permittee's use of
13 the City's facilities and permit areas.

14 8. AUTHORIZED ACCESS: The authorized representative of the
15 Director shall have access to and across the permit area at all times for purposes of fire
16 safety inspection, police purposes and other reasonable control and management of the
17 facilities. Permittee shall have primary responsibility for the conduct of its students,
18 invitees, and participants at the events contemplated by this Permit and shall be required
19 to provide adequate supervision to maintain control of the students and participants and
20 invitees during Permittee's occupancy and use of the facilities herein.

21 9. USE OF SIGNS AND BANNERS: Permittee shall be allowed to
22 have signs and banners during swim events contemplated by this Permit; however,
23 Permittee shall obtain approval of the Director prior to the installation of those signs and
24 banners and further comply with the Long Beach Municipal Code pertaining to signs
25 (Section 18.56.010 et seq.).

26 10. SALE OF ITEMS: If Permittee wishes to sell food and/or non-food
27 items within the permit area, then Permittee shall be required to obtain all necessary
28 approvals and permits from City, which may require additional fees to be paid to City,

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1 above and beyond the Use Fees stipulated in Section 2 of this Permit.

2 11. NOTICE: Any notice, demand, request, consent, or communication
3 that either party desires, or is required to give to the other party, or any other person,
4 shall be in writing, and either served personally, or sent by prepaid first-class mail,
5 addressed as follows:

6 To City: Department of Parks, Recreation and Marine
7 Attention: Contract Management
8 2760 N. Studebaker Road
9 Long Beach, California 90815

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11 To Permittee: Shore Aquatics, Inc.
12 Attn: Chi Kredell
13 2014 North Greenbriar Road
14 Long Beach, CA 90815

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