

RIGHT OF ENTRY PERMIT

33484

THIS RIGHT OF ENTRY PERMIT ("Permit") is made and entered, in duplicate, as of June 30, 2014 for reference purposes only, pursuant to a minute order of the City Council of the City of Long Beach at its meeting on May 13, 2014, by and between THE CITY OF LONG BEACH ("City") and the COUNCIL FOR WATERSHED HEALTH ("Permittee").

1. City grants to Permittee, its contractors, agents and employees (collectively, the "Permittee Parties"; individually, a "Permittee Party") a nonexclusive right to enter the City owned Premises near the community center and parking lot at 101 East 28th Street ("Veterans Park Premises") as shown on Exhibit "A", subject to all licenses, easements, encumbrances, and claims of title, and subject to the terms of this Permit.

2. This Permit is for the exclusive use of Permittee Parties, and is not assignable. Permittee Parties shall use the Veterans Park Premises solely for the purpose of monitoring and sampling groundwater to complete a Water Augmentation Study.

3. The term of this Permit shall begin on June 1, 2014, and shall end on May 31, 2016. In addition, subject to the sole discretion of the City Manager, or his designee, the parties may enter into one (1) option to renew, for an additional one (1) year term at the discretion of the City Manager

4. All costs related to the Water Augmentation Study shall be at the sole expense of Permittee Parties. All work by Permittee Parties, its employees, contractors, and invitees shall be performed in a good, safe and workmanlike manner.

5. Any damage to the Premises arising from the permission granted herein shall be repaired by Permittee Parties to the satisfaction of the City. Permittee Parties shall leave the Premises in a neat, clean and safe condition satisfactory to the City at the expiration or sooner revocation of this Permit. In addition, Permittee Parties shall fill the

1 cistern and abandon it in a safe condition and in compliance with all applicable laws,
2 rules, regulations, and ordinances. The City, at its option, may require removal of the
3 cistern and monitoring equipment by Permittee Parties at the conclusion of the project.

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

6 (a) Commercial general liability insurance (equivalent in scope to
7 ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than
8 \$1,000,000 per occurrence or \$2,000,000 general aggregate. The coverage shall
9 include but not be limited to broad form contractual liability, cross liability,
10 independent contractors liability, and products and completed operations liability.
11 The City, its officers, employees and agents shall be named as additional insureds
12 by endorsement (on the City's endorsement form or on an endorsement equivalent
13 in scope to ISO form CG 200 10 11 85 or CG 20 26 11 85), and this insurance
14 shall contain no special limitations on the scope of protection given to the City, its
15 officers, employees and agents.

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

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

1 insurance maintained by the City. Permittee shall notify the City within five (5) days after
2 any insurance required in this Permit has been voided by the insurer or canceled by
3 Permittee.

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

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

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

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

24 7. Permittee shall defend, indemnify and hold harmless the City, its
25 employees and agents from and against all claims, demands, damage, loss, liability,
26 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,
27 court costs and litigation expenses) (collectively "Claim" or "Claims") arising from or
28 connected with the borings and the Project including but not limited to property damage,

1 personal injury, bodily injury or death by reason of any act or alleged act or omission of
2 Permittee, the willful misconduct of Permittee, the negligence or alleged negligence
3 (active or passive) of Permittee, or any violation of any provision of this Permit, excluding
4 the sole negligence of the City, its employees and agents.

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

12 9. Permittee Parties, at its sole cost, shall comply with all applicable laws,
13 regulations, rules, and orders with respect to the use of the Premises, including but not
14 limited to obtaining necessary permits and disposing of all materials related to the
15 monitoring and sampling of groundwater at a properly licensed facility, and furnish
16 satisfactory evidence of such compliance on request of the City.

17 11. Any notice that either party is required to give to the other party shall
18 be in writing and personally delivered or deposited in the U.S. Mail, postage prepaid, first-
19 class, as follows:

20 To City: 333 West Ocean Boulevard
21 Long Beach, California 90802
22 Attn: City Manager

23 To Permittee: COUNCIL FOR WATERSHED HEALTH
24 700 North Alameda Street
25 Los Angeles, California 90012

26 Either party may change its address by notifying the other party of the
27 change of address. Notice shall be deemed given on the date personal delivery is made
28 or forty-eight (48) hours after the time of mailing, whichever applies.

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

10. There is no fee payable by Permittee Parties for this Permit. However, in consideration of the permission granted by this Permit, Permittee Parties shall submit the results of the Water Augmentation Study to the City at no charge to the City, for the City's own use.

COUNCIL FOR WATERSHED HEALTH

June 30, 2014

By Alfredo B. Gonzalez
President

ALFREDO B. GONZALEZ
Type or Print Name

June 30, 2014

By Elsa Lopez
Secretary

Elsa Lopez
Type or Print Name

"Permittee"

CITY OF LONG BEACH, a municipal corporation

8.1, 2014

By [Signature] Assistant City Manager
City Manager

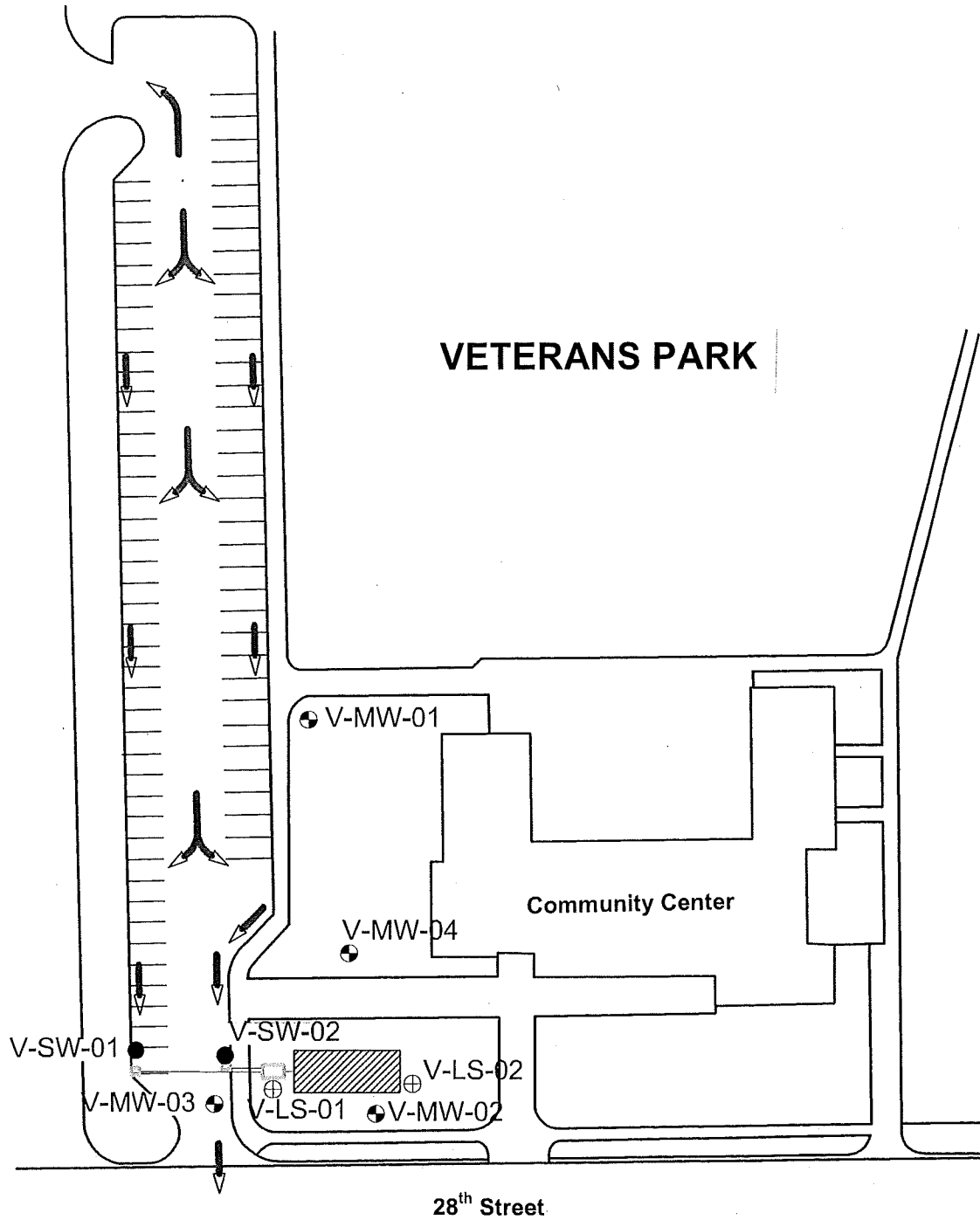
"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Right of Entry Permit is approved as to form on
July 14, 2014.

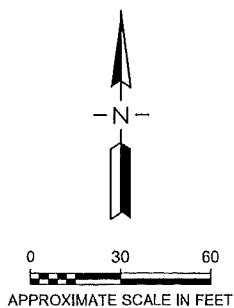
CHARLES PARKIN, City Attorney

By [Signature]
Deputy



EXPLANATION

- V-MW-01 ● MONITORING WELL LOCATION
- V-SW-01 ● STORMWATER MONITORING LOCATION
- V-LS-01 ⊕ LYSIMETER LOCATION



Council for Watershed Health Water Augmentation Study