

RIGHT OF ENTRY PERMIT

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THIS RIGHT OF ENTRY PERMIT is made and entered, in duplicate, as of June 23, 2021 for reference purposes only, pursuant to authorization by the PARKS AND RECREATION COMMISSION of the City of Long Beach ("Commission") at its meeting on June 17, 2021, by and between LONG BEACH LITTLE LEAGUE, a 501(c)(3) non-profit ("Permittee"), whose address is 4520 E. 23rd St., Long Beach, California 90815 and the CITY OF LONG BEACH, a municipal corporation, by and through its Department of Parks, Recreation & Marine("City").

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") solely for the purpose of upgrading the scoreboard at Huntley and Buckle Fields. The storage facilities will have a concrete ad base placed below. Anything brought on site for the improvement such as: recycled materials, structures, storage unit, building materials, etc., will be the responsibility of Permittee and will be removed upon the completion of the improvement and/or at the termination of the agreement.

2. TIME OF USE. Permittee Parties shall enter City-owned Property in during Park hours, Monday-Sunday from dawn to dusk, or after the last permitted activity has ended. Should Permittee hold an event past normal Park hours, depending on the scope of the event, the Permittee shall pull a separate permit through the Department Reservation's Office or the City's Special Events and Filming Office, with a request that the fees be waived.

3. DURATION OF PERMIT.

A. Permission to enter shall begin on July 1, 2021, and continue through June 30, 2022, with the option to renew for one (1) additional one-year period, at the discretion of the Director.

1 B. Within fifteen (15) days of revocation of this Permit, Permittee
2 shall cease entry and shall cause all Permittee Parties to cease entry on the City-
3 owned Property, shall remove all equipment, supplies, and personal property and
4 shall leave the City-owned Property in a clean, neat, and safe condition. Any
5 supplies, equipment, and personal property which are not removed within the fifteen
6 (15) day period shall become the property of the City without payment by or liability
7 of any kind on the part of the City.

8 4. INSURANCE. As a condition precedent to the effectiveness of this
9 Permit, Permittee shall provide evidence of insurance equal to the following insurance
10 coverage:

11 A. Commercial general liability insurance equivalent in scope to
12 ISO form CG 00 01 10 93 in an amount not less than \$1,000,000 per occurrence or
13 \$2,000,000 general aggregate. The coverage shall include but not be limited to
14 broad form contractual liability, cross liability, independent contractors liability, and
15 products and completed operations liability. The City, its officers, employees and
16 agents shall be named as additional insureds by endorsement on the City's
17 endorsement form or on an endorsement equivalent in scope to ISO form CG 20 26
18 11 85, and this insurance shall contain no special limitations on the scope of
19 protection given to the City, its officers, employees and agents.

20 B. Workers' compensation insurance as required by the California
21 Labor Code and employer's liability insurance in an amount not less than
22 \$1,000,000 per accident.

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

26 D. Any self-insurance program, self-insured retention, or
27 deductible must be separately approved in writing by City's Risk Manager or
28 designee and shall protect the City, its officials, employees and agents in the same

1 manner and to the same extent as they would have been protected had the policy
2 or policies not contained retention or deductible provisions. Each insurance policy
3 shall be endorsed to state that coverage shall not be reduced, non-renewed, or
4 canceled except after thirty (30) days prior written notice to City, and shall be primary
5 and not contributing to any other insurance or self-insurance maintained by the City.
6 Permittee shall notify the City within five (5) days after any insurance required in this
7 Permit has been voided by the insurer or canceled by Permittee.

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

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

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

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

28 5. PERMITTEE'S INDEMNIFICATION OF CITY.

1 A. Permittee shall indemnify, protect and hold harmless City, its
2 Boards, Commissions, and their officials, employees and agents ("Indemnified
3 Parties"), from and against any and all liability, claims, demands, damage, loss,
4 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
5 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
6 in connection with (1) Permittee's breach or failure to comply with any of its
7 obligations contained in this Permit, or (2) negligent or willful acts, errors, omissions
8 or misrepresentations committed by Permittee, its officers, employees, agents,
9 subcontractors, or anyone under Permittee's control, in the performance of work or
10 services under this Permit (collectively "Claims" or individually "Claim").

11 B. In addition to Permittee's duty to indemnify, Permittee shall
12 have a separate and wholly independent duty to defend Indemnified Parties at
13 Permittee's expense by legal counsel approved by City, from and against all Claims,
14 and shall continue this defense until the Claims are resolved, whether by settlement,
15 judgment or otherwise. No finding or judgment of negligence, fault, breach, or the
16 like on the part of Permittee shall be required for the duty to defend to arise. City
17 shall notify Permittee of any Claim, shall tender the defense of the Claim to
18 Permittee, and shall assist Permittee, as may be reasonably requested, in the
19 defense.

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

25 7. NON-RESPONSIBILITY OF CITY. City, its officers and employees
26 shall not be responsible or liable for loss or damage by theft, fire, flood, burglary, vandalism
27 or any other cause to the supplies, equipment or other personal property of Permittee
28 Parties in or on the City-owned Property, except to the extent caused by the gross

1 negligence of the City, its officers or employees. By executing this Permit and in
2 consideration for being allowed entry to the City-owned Property, Permittee waives all
3 claims against the City, its officers or employees for such loss or damage.

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

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

23 10. CONDITIONS OF PERMIT. Permittee shall obtain all necessary
24 certificates, permits and approvals as required by federal, state, and local authority and
25 must meet any and all Americans with Disabilities Act (ADA) requirements prior to entry to
26 City-owned Property.

27 11. NOTICE. Any notice or approval given under this Permit shall be in
28 writing and personally delivered or deposited in the U.S. Postal Service, registered or

1 certified, return receipt, to the City of Long Beach, Department of Parks, Recreation and
2 Marine at 2760 Studebaker Road, Long Beach, CA 90815, Attn: Contract Management
3 Division. Notice shall be deemed given on the date personal delivery is made or on the
4 date shown on the return receipt, whichever first occurs.

5 12. CONDITION AFTER ENTRY. After the entry of any Permittee Party
6 on the City-owned property, Permittee shall return the City-owned property in as good
7 condition or better condition as the City-owned property was in prior to such entry,
8 reasonable wear and tear excepted.

9 13. IMPROVEMENTS. Permittee shall not install, construct, erect or
10 maintain any structure or improvements on the City-owned property except as described
11 in this Permit and any attachments.

12 14. FUNDING. All demolition, site preparation, and improvements shall
13 be provided by the Permittee. Any additional funding needed to complete of the
14 improvements shall be secured by the Permittee. The Department shall not provide any
15 funding, supplies or staff support, other than review of the proposed site work, and a liaison
16 for communication purposes, unless approved in advance and in writing by the Department
17 Director.

18 15. PROGRAMMING.

19 Tee Ball: is for boys and girls 4-6 years old who want to learn the
20 fundamentals of hitting and fielding. There are no evaluations or drafts in Tee Ball. The
21 primary goal of Tee Ball is to introduce children to the fundamentals of baseball and to
22 allow them to experience the value of teamwork and fair play.

23 Farm: is for 7 years old boys and girls who have played at least one
24 year of Teel Ball. Flexi balls are used for play and coaches are allowed on the filed for
25 part of the season to help instruct the developing players.

26 Minor-A: is for boys and girls ages 9-11. Minor A is "kid pitch." The
27 diamond used is a 60-foot diamond and the pitching distance is 46 feet. It is a competitive
28 division yet local rules allow for battling the entire lineup and limiting defensive innings of

1 rest. 9 players play in the field at a time.

2 Majors and Junior Leagues: are competitive baseball and Little
3 League Tournament Rules for substitution apply for all regular season games. The major
4 league is for ages 10-12 years old and junior league for ages 13-14 years old.

5 16. NON-EXCLUSIVE USE: Any person or group proposing sport field or
6 sports court improvements does so for public benefit. Proposal of improvements does not
7 imply, nor does approval provide any exclusive use of the improved sports field or court.

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

12 18. NO RELEASE. The expiration or revocation of this Permit shall not
13 release either party from any liability or obligation, which accrued prior to such expiration
14 or revocation.

15 19. LIVE SCAN: Prior to providing volunteer or other services on the
16 premises, the Permittee will Live Scan fingerprint all employees, volunteers, and
17 contractors who provide services, maintain the skate park, and lead program who may
18 encounter youth. One-day special event volunteers are excluded from this requirement.

19 20. OPERATIONS OF MAINTENANCE, SUPPLIES, AND SECURITY: All
20 improvements shall be kept in a neat, safe, and sanitary condition and maintained. If
21 improvements are damaged or vandalized, the Permittee will be responsible for the
22 maintenance and repair. Permittee will provide at its sole cost all necessary funding for
23 operations, ongoing maintenance, needed supplies, and scoreboard security. Permittee
24 shall be responsible for any and all repairs associated with the scoreboard. The
25 Department shall have no maintenance obligations with respect to the improvements on
26 the premises. Permittee shall keep the premises in a neat, safe and sanitary condition and
27 maintain the scoreboard to the Department's satisfaction.

28 21. NONDISCRIMINATION. In connection with performance of this

1 Permit and subject to applicable rules and regulations, Permittee shall not discriminate
2 against any employee or applicant for employment because of race, religion, national
3 origin, color, age, sex, sexual orientation, gender identify, AIDS, HIV status, handicap, or
4 disability. Permittee shall ensure that applicants are employed, and that employees are
5 treated fairly during their employment, without regard to these bases. These actions shall
6 include, but not be limited to, the following: employment, upgrading, demotion or transfer,
7 recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of
8 compensation, and selection for training, including apprenticeship.

9 It is the policy of City to encourage the participation of Disadvantaged,
10 Minority and Women-owned Business Enterprises in City's procurement process, and
11 Permittee agrees to use its best efforts to carry out this policy in the hiring of Contractors
12 to the fullest extent consistent with the efficient performance of this Permit. Permittee may
13 rely on written representations by consultants and subcontractors regarding their status.
14 Permittee shall report to City in May or in December or, in the case of short-term
15 agreements, prior to invoicing for final payment, the names of all sub consultants and
16 contractors hired by Permittee for this Project and information on whether or not they are
17 a Disadvantaged, Minority or Woman-owned Business Enterprise, as defined in Section 8
18 of the Small Business Act (15 U.S.C. Section 637)

19 22. ADA COMPLIANCE: Permittee may not discriminate against people
20 with disabilities and may not deny full and equal employment of good and services they
21 offer. The Little League shall comply with all Americans with Disabilities Act requirements.

22 23. COMPLIANCE WITH LAWS. Permittee Parties shall be responsible
23 to acquire and pay for all necessary City permits and approvals, and pay any and all fees;
24 and shall comply with all applicable laws, rules, regulations and ordinances with respect to
25 their activities on the City-owned property.

26 24. INDEPENDENT CONTRACTOR. Permittee is an independent
27 contractor and not an employee, agent or other representative of the City. Permittee shall
28 have the right to select the means, manner and method of performing the services

described herein. Permittee understands and agrees that Permittee is not authorized to incur any expenses or any liability whatsoever on behalf of the City and has no authority, expressed or implied, to obligate or make representations on behalf of the City.

25. LIAISONS AND COMMUNICATION: Permittee will designate a Department Liaison through which the Permittee will communicate.

26. MISCELLANEOUS.

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

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

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

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

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

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

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

LONG BEACH LITTLE LEAGUE, a
501(c)(3) non-profit,

July 30, 2021

By [Signature]
Name STEVE KLAUS
Title PRESIDENT LBL

July 30, 2021

By [Signature]
Name Raige Hernandez
Title Player Agent

"Permittee"

CITY OF LONG BEACH, DEPARTMENT
OF PARKS, RECREATION AND MARINE

10/05/21, 2021

By [Signature]
Director

"City"

This Right of Entry Permit is approved as to form on
August 12, 2021.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

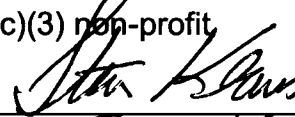
OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lana Beach, CA 90802-4664

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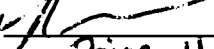
IN WITNESS WHEREOF, the parties have executed this Permit on the
respective dates set forth opposite their signatures.

LONG BEACH LITTLE LEAGUE, a
501(c)(3) non-profit

_____, 2021

By 
Name STEVE KLAUS
Title PRESIDENT LBL

_____, 2021

By 
Name Paige Hernandez
Title Player Agent

"Permittee"

CITY OF LONG BEACH, DEPARTMENT
OF PARKS, RECREATION AND MARINE

_____, 2021

By _____
Director

"City"

This Right of Entry Permit is approved as to form on
_____, 2021.

CHARLES PARKIN, City Attorney

By _____
Deputy

EXHIBIT “A”

Stearns Champions Park – Huntly and Buckle Fields



PITCHES HOME	BALL STRIKE OUT										PITCHES GUEST
GUEST	1	2	3	4	5	6	7	8	9	TOTAL	
GUEST HOME											