



1 any right in Permittee for any relocation assistance or payment pursuant to the  
2 provisions of Title 1, Division 7, Chapter 16 of the California Government Code  
3 from the City on expiration or revocation of this Permit.

4 3. COMPENSATION. Permittee shall pay to the City for the use of the  
5 Permit Areas an annual fee of Three Hundred Fifty Dollars (\$350).

6 4. LIVESCAN. Pursuant to Department policies regarding adult  
7 interactivity with children in parks, all teachers and parent/participants are subject to Live  
8 Scan fingerprinting with DOJ and FBI criminal background checks. All teachers and  
9 parent/participants are required to be background checked for registered sex offender  
10 status and criminal backgrounds at their own cost. When available, the Department of  
11 Parks, Recreation and Marine shall perform Live Scans and/or refer the Live Scanees to  
12 alternative City Live Scan sites. If the City is unable to perform the aforementioned Live  
13 Scans, then locations of Live Scan fingerprint services can be obtained from the State of  
14 California Department of Justice, Office of the Attorney General, Applicant Live Scan  
15 Fingerprint Services at <http://ag.ca.gov/fingerprints/publications/contact.php>. Name  
16 checks for registered sex offenders can be obtained from the Dru Sjodin National Sex  
17 Offender Public Website at:  
18 <http://www.nsopw.gov/?lang=ENGLISH&AspxAutoDetectCookieSupport=1> and the  
19 California Department of Justice Megan's Law Website at  
20 <http://www.meganslaw.ca.gov/disclaimer.aspx>. Any person who is required to register as  
21 a sex offender pursuant to Penal Code 290 shall not serve as a teacher or participant.

22 5. INSURANCE. As a condition precedent to the effectiveness of this  
23 Permit, Permittee shall procure and maintain at Permittee's expense for the duration of  
24 the Permit from an insurance company that is admitted to write insurance in California or  
25 from authorized non-admitted insurance companies that have ratings of or equivalent to  
26 A:VIII by A.M. Best Company:

27 (a) Commercial general liability insurance equivalent in scope to ISO  
28 form CG 00 01 11 85 or CG 00 01 10 93 in an amount not less than One Million

1 Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00)  
2 general aggregate. Such coverage shall include but not be limited to broad form  
3 contractual liability, cross liability, independent contractors liability, and products  
4 and completed operations liability, and such coverage shall not exclude coverage  
5 for abuse and molestation liability. The City, its officials, employees and agents  
6 shall be named as additional insureds by endorsement on the City's endorsement  
7 form or on an endorsement equivalent in scope to ISO form CG 20 26 11 85, and  
8 this insurance shall contain no special limitations on the scope of protection given  
9 to the City, its officials, employees and commissions.

10 (b) Workers' compensation insurance as required by the California  
11 Labor Code and employer's liability insurance in an amount not less than One  
12 Million Dollars (\$1,000,000.00) per accident or occupational illness.

13 (c) "All Risk" property insurance in an amount sufficient to cover the full  
14 replacement value of Permittee's personal property at the permit area.

15 (d) Commercial automobile liability insurance equivalent in scope to ISO  
16 form CA 00 01 06 92 covering Auto Symbol 1 (Any Auto), in an amount not less  
17 than Five Hundred Thousand Dollars (\$500,000.00) combined single limit per  
18 accident.

19 Any self-insurance program shall protect the City, its officials, employees  
20 and agents in the same manner and to the same extent as they would have been  
21 protected had the policy or policies not contained retention provisions. Each insurance  
22 policy shall be endorsed to state that coverage shall not be suspended, voided or  
23 canceled by either party except after thirty (30) days prior written notice to City, and shall  
24 be primary and not contributing to any other insurance or self-insurance maintained by  
25 City, its officials, employees and agents.

26 Permittee shall require that all contractors and subcontractors which  
27 Permittee uses in connection with this Permit maintain insurance in compliance with this  
28 Section unless otherwise agreed in writing by City's Risk Manager or designee.

1 Prior to the start of the term of this Permit, Permittee shall deliver to City  
2 certificates of insurance and required endorsements, including any insurance required of  
3 Permittee's contractors and subcontractors, for approval as to sufficiency and form. The  
4 certificates and endorsements shall contain the original signature of a person authorized  
5 by that insurer to bind coverage on its behalf. In addition, Permittee shall, at least thirty  
6 (30) days prior to expiration of the insurance required hereunder, furnish to the City  
7 certificates of insurance and endorsements evidencing renewal of such insurance. City  
8 reserves the right to require complete certified copies of all policies of Permittee or  
9 Permittee's contractors or subcontractors, at any time. Permittee shall make available to  
10 the City all books, records and other information relating to the insurance coverage  
11 required herein during normal business hours.

12 Any modification or waiver of the insurance requirements herein shall only  
13 be made with the written approval of the City's Risk Manager or designee.

14 This section shall not be construed or deemed as a limitation on liability  
15 relating to Permittee hereunder or as full performance of or compliance with the  
16 indemnification provisions herein.

17 6. HAZARDOUS MATERIALS. No goods, merchandise, supplies,  
18 personal property, materials, or items of any kind shall be kept, stored, or sold in, on or at  
19 the permit area which are in any way explosive or hazardous. Permittee shall comply  
20 with California Health and Safety Code Section 25359.7 or its successor statute  
21 regarding notice to the City on discovery by Permittee of the presence or suspected  
22 presence of any hazardous substance in, on or at the permit area.

23 7. NO ASSIGNMENT. Permittee shall not assign or transfer this Permit  
24 or any interest herein, nor sublease the permit area or any part thereof, and any  
25 attempted transfer, assignment, or sublease shall result in immediate revocation of this  
26 Permit. Neither this Permit nor any interest in it shall be subject to transfer by  
27 attachment, execution, proceedings in solvency or bankruptcy (voluntary or involuntary),  
28 or receivership. Any attempted assignment or transfer shall be a default and shall be

1 voided and shall convey no interest.

2 8. LICENSES, PERMITS, AND TAXES. Permittee shall obtain and pay  
3 for all licenses and permits required for its use of the permit area and operations thereon.  
4 In addition, Permittee shall promptly pay when due all taxes levied on its personal  
5 property in, on or at the permit area and any possessory interest taxes attributable to this  
6 Permit.

7 9. CONTROL OF PERMIT AREA. The Director shall have absolute  
8 and full control of the permit area during this Permit. If necessary for the health, welfare  
9 or safety of the general public, or as a result of the expiration or revocation of this Permit,  
10 the Director shall have the right to enter the permit area and take possession thereof  
11 immediately. The Director reserves the right to enter the permit area at any and all  
12 reasonable times including the times and days of Permittee's use. City reserves the right  
13 to do any work at the permit area for the preservation, operation and maintenance of the  
14 permit area. City will inform Permittee when such work is going to be done if it impacts  
15 Permittee's use.

16 10. COMPLIANCE. Permittee shall comply with all applicable laws,  
17 rules, regulations, and directives of the Director relating to the use of the permit area.  
18 Failure to do so may result in the immediate revocation of this Permit.

19 11. SIGNS AND ADVERTISEMENTS. All signs, advertising or  
20 promotional material placed in, on or at the permit area shall be approved, in advance, in  
21 writing by the Director. Permittee shall pay the cost of production, maintenance and  
22 repair of said signs, advertising or promotional material.

23 12. NONDISCRIMINATION. During its use of the permit area and  
24 operations, Permittee and its employees shall not discriminate on the basis of race,  
25 religion, color, ancestry, sex, sexual orientation, AIDS, HIV status, age, national origin,  
26 handicap or disability by refusing to furnish such person any accommodation, facility,  
27 service, or privilege offered to or enjoyed by the general public. Nor shall Permittee  
28 publicize its operations in any manner that would directly or inferentially reflect on or

1 question the acceptability of the patronage of any person on any of these bases.

2           Permittee shall not discriminate against any employee or applicant for  
3 employment on any of these bases. Permittee shall take affirmative action to ensure that  
4 applicants are employed and that employees are treated without regard to any of said  
5 bases. Such action shall include but not be limited to employment upgrading, demotion,  
6 transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other  
7 forms of compensation, and selection for training, including apprenticeship.

8           13. HEALTH AND SAFETY. Permittee shall correct safety deficiencies  
9 and violations of safety practices immediately and shall cooperate fully with the Director  
10 in the investigation of accidents occurring in, on or at the permit area. In the event of  
11 injury to a patron or customer, Permittee shall see that the injured person receives  
12 prompt and qualified medical attention. If Permittee fails to correct unsafe or unhealthy  
13 conditions which have led or, in the opinion of the City, could lead to injury, the Director  
14 may immediately revoke this Permit. Permittee shall require that all teachers and parent-  
15 participants interact with minors in a safe and proper manner including:

- 16           • Eliminating the times teachers and non-related parent/participants  
17 are alone with minors without other adults being present, accessible,  
18 or in view. The Permittee shall practice no one-to-one contact  
19 without being visible to others (i.e. open door, window blinds open,  
20 etc.) and respect privacy in restrooms, locker rooms, etc. Teachers  
21 and parent/participants should be encouraged to promptly report  
22 violations of this and any other improper interactions among adults  
23 and minors; and
- 24           • Never being with a minor in a concealed area, including a locked  
25 room or a place where other adults cannot see or hear an adult's  
26 interaction with a minor or minors.

27           14. DEFAULT. If Permittee fails or refuses to comply with any term or  
28 condition of this Permit after notice of such failure or refusal from the Director, then the

1 Director may immediately revoke this Permit. The acceptance of all or part of the  
2 payment of any Permit Fee after default shall not be deemed a waiver of any right to  
3 revoke this Permit on account of such default. Any waiver by the City of a default shall  
4 be in writing, and shall not be construed as or constitute a waiver of any subsequent  
5 default of the same or any other term or condition of this Permit.

6 Failure to pay, when due, any fees, charges, assessments, or taxes due the  
7 City including but not limited to permit fees, business license fees, and charges for refuse  
8 service, gas, water, sewer or other utility provided by City shall be a default under this  
9 Permit.

10 15. NO WAIVER. The failure or delay of the City to insist on strict  
11 compliance with any provision of this Permit shall not be deemed a waiver of any right or  
12 remedy that City may have and shall not be deemed a waiver of any subsequent or other  
13 failure to comply with any provision of this Permit. The receipt and acceptance of all or a  
14 part of the payment of a delinquent Permit Fee shall constitute only a waiver of timely  
15 payment for the particular Permit Fee payment involved and shall not constitute a waiver  
16 of any other failure to comply.

17 16. CLAIMS. The City, its officials, employees, and commissions shall  
18 not be liable for and Permittee hereby waives all claims against the City, its commissions,  
19 officials and employees for loss, theft, or damage to equipment, furniture, trade fixtures,  
20 furnishings, records, and other personal property in, on or at the permit area, for loss or  
21 damage to Permittee's business, or injury to or death of persons in, on or at the permit  
22 area from any cause except to the extent caused by the gross negligence or willful  
23 misconduct of the City, its commissions, officials and employees.

24 17. ABANDONMENT. If Permittee abandons the permit area or  
25 discontinues use thereof by operation of law or otherwise, title to any personal property  
26 belonging to Permittee and left in, on or at the permit area forty-five (45) days after  
27 abandonment or discontinuance of use shall be deemed to have been transferred to the  
28 City. The City shall thereafter have the right to remove and to dispose of said property

1 without liability to Permittee or to any person claiming under Permittee, and shall have no  
2 duty to account therefore. Permittee hereby names the Director as Permittee's attorney  
3 in fact to execute and deliver such documents or instruments as may be reasonably  
4 required to dispose of such property and transfer title thereto.

5           18. REVOCATION. In addition to other provisions herein providing for  
6 immediate revocation, the Director may revoke this Permit immediately (a) if the Director  
7 determines that Permittee has violated or failed to comply with any provision of this  
8 Permit unless another remedy is stated herein; (b) if the Director has evidence of  
9 misrepresentation or fraud by Permittee; (c) if the City has evidence that Permittee acted  
10 unfairly or in bad faith in dealing with the public; or (d) if necessary for the health, welfare  
11 or safety of the public. On revocation, Permittee shall immediately cease its use of the  
12 permit area and its operations thereunder and remove its property from the permit area.

13           19. INDEMNIFICATION. Permittee shall indemnify and hold harmless  
14 the City, its Boards, commissions, their officials, and employees from and against any  
15 and all liability, claims, demands, damage, causes of action, loss, proceedings, penalties,  
16 costs and expenses (including but not limited to attorney's fees, court costs, and expert  
17 and witness fees) (collectively "Claims" or individually "Claim"), except for those arising  
18 out of the City's negligence. The City indemnifies Permittee against any and all claims  
19 arising out of City's negligence. Claims include by way of example but are not limited to:  
20 Claims for property damage, personal injury or death arising, in whole or in part, from any  
21 negligent act or omission of Permittee, its officers, employees, agents, invitees,  
22 contractors, subcontractors, or anyone under Permittee's control (collectively  
23 "Indemnitor"); Permittee's breach of this Permit; misrepresentation; willful misconduct;  
24 and Claims by any employee of Indemnitor relating in any way to worker's compensation.  
25 Independent of the indemnification duty and as a free-standing duty on the part of  
26 Permittee, Permittee shall defend City and shall continue such defense until the Claim is  
27 resolved, whether by settlement, judgment or otherwise. No finding or judgment of  
28 negligence, fault, breach, or the like on the part of Indemnitor shall be required for the

1 duty to defend to arise. For purposes of the duty to defend, Claim shall include  
2 allegations. Permittee shall give to the City notice of any Claim within ten (10) calendar  
3 days. Likewise, the City shall notify Permittee of any Claim, shall tender the defense of  
4 such Claim to Permittee, and shall assist Permittee, as may be reasonably requested, in  
5 such defense.

6 20. NOTICE. Notice shall be in writing and personally delivered or  
7 deposited in the U.S. Postal Service, first class, postage prepaid to the Director at 2760  
8 Studebaker Road, Long Beach, California 90815 with a copy to the City of Long Beach at  
9 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager, and to  
10 Permittee at the address first stated above. Change of address shall be given in the  
11 same manner as described in this Section for other notices. Notice shall be deemed  
12 given on the date deposited in the mail or on the date personal delivery is made,  
13 whichever is applicable and occurs first.

14 21. POSSESSORY INTEREST. This Permit may create a possessory  
15 interest subject to taxation and, if so, Permittee shall pay said tax prior to delinquency.  
16 Evidence of payment shall be given to City upon request.

17 22. MISCELLANEOUS. This Permit shall be governed by and construed  
18 in accordance with the laws of the State of California. This Permit constitutes the entire  
19 understanding between the City and Permittee and supersedes all other agreements, oral  
20 or written, with respect to the subject matter herein. Revocation or expiration of this  
21 Permit shall not affect rights or liability that accrued hereunder prior to such revocation or  
22 expiration. This Permit shall not be construed or interpreted against either the City or

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

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Permittee as the drafter. 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 to this Permit.

Permittee hereby accepts and agrees to abide by the above terms and conditions.

CALIFORNIA HEIGHTS PARENT PARTICIPATION NURSERY SCHOOL, a California corporation for public benefit

July 27, 2015

By: \_\_\_\_\_  
Name Erin Kim  
Title Chair of Parents

Aug 18, 2015

By: \_\_\_\_\_  
Name Michelle  
Title Chair Parents

"Permittee"

PARKS AND RECREATION COMMISSION OF THE CITY OF LONG BEACH CALIFORNIA

10/23, 2015

By: AP-2  
Director, Department of Parks, Recreation and Marine of the City of Long Beach

"Director"

This Revocable Use Permit is approved as to form on 04.15, 2015.

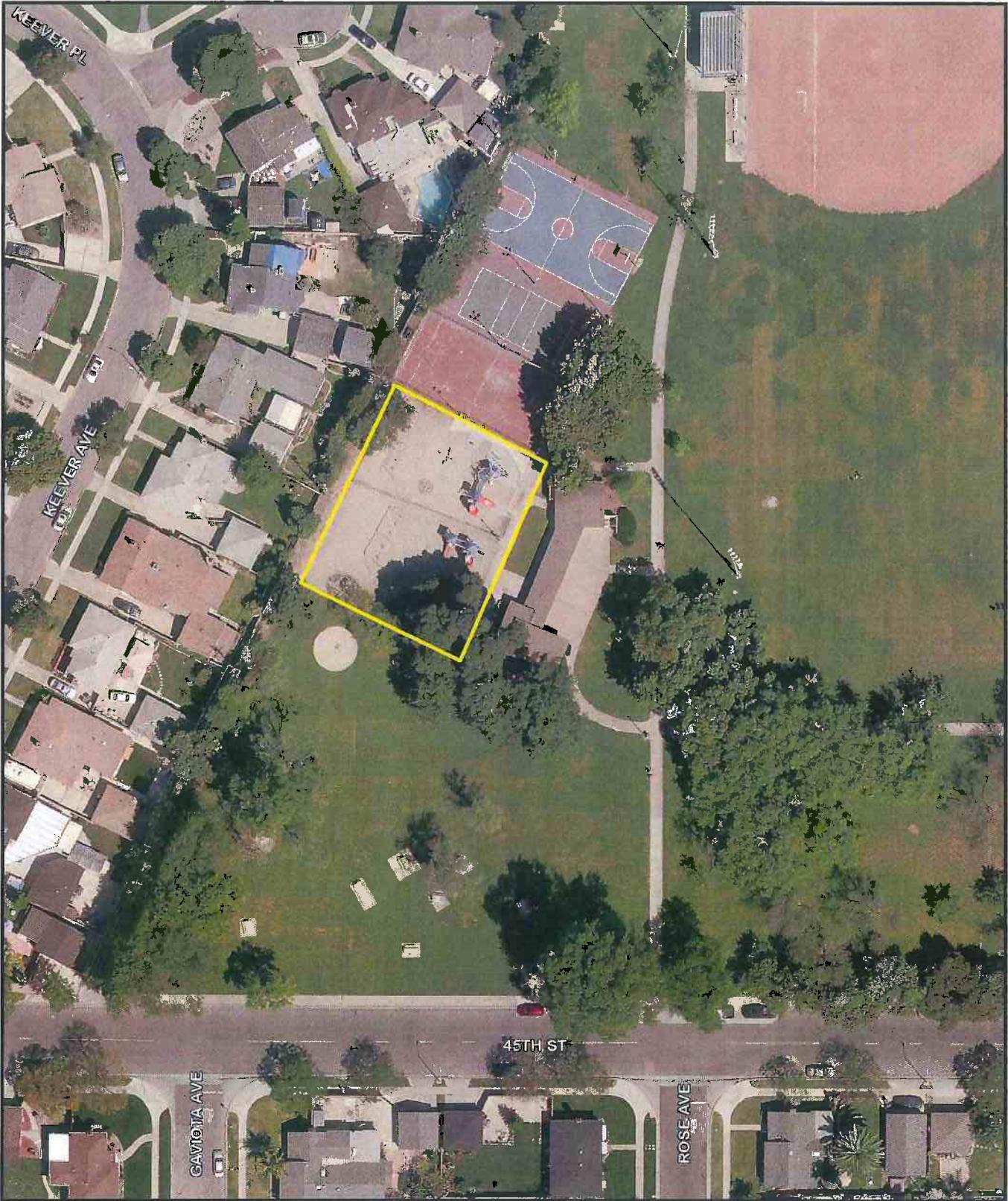
CHARLES PARKIN, City Attorney

By: Gay J. Anderson  
Deputy



Exhibit A-1: Permit Area  
(Somerset Park)





**Exhibit A-2: Back-Up Permit Area  
(Cherry Park)**

