

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

LICENSE AGREEMENT

32052

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3 THE CITY OF LONG BEACH ("City") is the surface fee owner of the real
4 property depicted on Exhibit "A" ("City Property") attached hereto and incorporated
5 herein. City hereby grants to THE LOS CERRITOS WETLANDS AUTHORITY, a
6 California joint powers authority ("Licensee"), a non-exclusive revocable license to use
7 those areas of City Property depicted in Exhibit "A" ("Access Area") on the terms and
8 conditions stated below, pursuant to a minute order adopted by the City Council of the
9 City of Long Beach at its meeting held on January 4, 2010.

10 1. USE. Licensee, its employees, volunteers, and valid contractors (all
11 of which shall be considered "Licensee" for purposes of this License Agreement), shall
12 use the Access Area for the purpose of access and egress to certain property owned by
13 Licensee adjoining the eastern boundary of the City Property, provided, however that with
14 prior notice to City, Licensee may use the Access Area to conduct occasional bird counts
15 and other non-invasive environmental studies. Any contractors accessing the Access
16 Area shall do so pursuant to a written contract which indemnifies City and holds City
17 harmless according to the terms of this License Agreement. Any other uses shall be
18 subject to the prior approval of the City Manager of the City or designee ("City Manager"),
19 which may be withheld in his or her sole and absolute discretion. In its use of the Access
20 Area, Licensee shall not in any manner interfere with or impede operations conducted by
21 City or its other licensees (including without limitation LCW Oil, LLC and its successors
22 and assigns) on the Access Area or on City Property. City shall provide Licensee with
23 keys and/or key codes, as necessary, to access the Access Area.

24 2. INITIAL TERM. The initial term of this License Agreement shall
25 commence on June 7, 2010 and shall terminate on June 6, 2015. This License
26 Agreement may be terminated by either party, at any time, for any reason, with thirty (30)
27 days' advance written notice.

28 3. FEE. City is executing this License Agreement as an

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1 accommodation, and without charge to Licensee, so that Licensee can access its
2 property located adjacent to the City Property. City has certain maintenance obligations
3 pursuant to a Surface Use Agreement and Grant of Easements recorded against the City
4 Property. Should City incur any costs which City can reasonably prove are associated
5 with Licensee's use of the Access Area, including without limitation costs associated with
6 the above-referenced maintenance obligations, Licensee shall promptly reimburse City
7 for the expense.

8 4. COMPLIANCE. Licensee shall comply with all City, state and
9 federal laws, regulations, rules, codes, and instructions from the City Manager relating to
10 the use of the Access Area, specifically including all laws regarding the transport and
11 handling of petroleum products, by-products and hazardous materials. Notwithstanding
12 anything to the contrary herein, failure to do so may result in immediate revocation or
13 suspension of this License Agreement.

14 5. PERMITS, LICENSES, AND TAXES. Licensee shall obtain, pay
15 for and carry or display, as required, all permits or licenses required by law, regulation, or
16 code for the use of the Access Area. In addition, Licensee shall pay all taxes which may
17 be levied against Licensee's interest in the Access Area, including possessory interest
18 taxes, if any.

19 6. NUISANCE. Licensee shall not use the Access Area in any manner
20 that will create a nuisance or unreasonable annoyance to the public. Licensee shall keep
21 the Access Area in a safe and clean condition; free from trash, garbage, rubbish and
22 litter. No substance constituting a fire hazard or material detrimental to the public health
23 shall be permitted or remain on the Access Area.

24 7. UTILITIES. No utilities shall be provided to Licensee at the Access
25 Area.

26 8. INSPECTION. City shall have the right to observe and inspect
27 Licensee's use of the Access Area at any time for the purpose of determining whether the
28 Access Area is being used in compliance with the requirements of this License

1 Agreement, the law, regulations, codes and instructions.

2 9. TEMPORARY REVOCATION. City shall have a right to deny
3 access by Licensee to the Access Area when the operations of City or its other licensees
4 reasonably require such temporary denial of access.

5 10. IMPROVEMENTS. Licensee shall not erect or maintain, or cause to
6 be erected or maintained, any structure or improvements whatsoever on the Access
7 Area.

8 11. INSURANCE. Licensee shall procure and maintain the
9 following insurance at Licensee's expense for the duration of this License Agreement
10 from an insurance company that is admitted to write insurance in the State of California
11 or from an authorized nonadmitted insurer that has a rating of or equivalent to A:VIII by A.

12 M. Best Company:

13 A. Commercial general liability insurance (equivalent in scope to
14 ISO form CG 00 01 11 85 or 11 88) in an amount not less than One Million Dollars
15 (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general
16 aggregate. Such insurance shall include coverage for broad form contractual
17 liability, independent contractors' liability, and products and completed operations
18 liability. The City of Long Beach, its officials, employees, and agents shall be
19 added as additional insureds by endorsement (equivalent in coverage scope to
20 ISO form CG 20 26 11 85) with respect to liability arising from the use of the
21 Marina Drive Area or the sale of produce by Licensee, its volunteers,
22 representatives, agents, employees, and officers. This insurance shall be
23 endorsed to provide cross liability protection, thirty (30) days prior written notice of
24 cancellation, nonrenewal or reduction in coverage, and primary and
25 noncontributing coverage to the City, its officials, employees, and agents.

26 B. Commercial automobile liability insurance (equivalent in scope
27 to CA 00 01 06 92) covering Auto Symbol 1 ("Any Auto") in an amount not less
28 than Five Hundred Thousand Dollars (\$500,000.00) per accident combined single

1 limit for bodily injury and property damage. Such policy shall be endorsed to
2 provide additional insured coverage to the City, its officials, employees, and
3 agents, and thirty (30) days prior written notice of cancellation, nonrenewal or
4 reduction in coverage, and primary and noncontributing coverage to the City, its
5 officials, employees, and agents.

6 Any self-insurance program, self-insured retention, or deductible must be
7 approved separately in writing by City and shall protect the City of Long Beach, its
8 officials, employees, and agents in the same manner and to the same extent as they
9 would have been protected had the policy or policies not contained such retention or
10 deductible provisions.

11 Licensee shall deliver to the City, certificates of insurance and the required
12 endorsements for approval as to sufficiency and form prior to commencement of this
13 License. The certificates and endorsements for each insurance policy shall contain the
14 original signature of a person authorized by that insurer to bind coverage on its behalf.
15 Licensee shall, at least thirty (30) days prior to expiration of such insurance, furnish City
16 with evidence of renewals. City reserves the right to require complete certified copies of
17 all said policies at any time.

18 Such insurance as required herein, shall not be deemed to limit Licensee's
19 liability relating to performance under this License. The procuring of insurance shall not
20 be construed as a limitation on liability or as full performance of the indemnification and
21 hold harmless provisions of this License.

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

24 12. INDEMNIFICATION. Licensee shall defend, indemnify and hold
25 harmless the City, its officials, employees and agents from and against any and all
26 claims, demands, damages, losses, liability, causes of action, penalties, fines,
27 proceedings, costs and expenses (including reasonable attorneys' fees) of any kind
28 arising from the alleged acts or omissions of Licensee, its officers, employees, agents,

1 volunteers, invitees or business visitors which alleged acts or omissions are connected in
2 any way with the use of the Access Area.

3 13. ASSIGNMENT. Licensee shall not assign this License Agreement
4 without the written consent of the City Manager, which consent may be withheld in the
5 sole and absolute discretion of the City Manager; nor shall Licensee in any manner
6 transfer or convey or grant any of the rights or privileges herein granted without said
7 written consent. Licensee shall not sublicense the Access Area or any part thereof.
8 Licensee shall not allow the Access Area to be used or occupied by any other person or
9 entity, or for any other use than that specified herein.

10 14. NOTICE. Any notice required or desired hereunder shall be in
11 writing and personally served or deposited in the U.S. Postal Service, certified, return
12 receipt, postage prepaid, to the City at 333 West Ocean Boulevard, Long Beach,
13 California 90802 Attn: City Manager (phone: (562) 570-6916 – fax (562) 570-7650), and
14 to Licensee at

15 100 N. Old San Gabriel Canyon Rd. Azusa CA 91702

16 Change of address shall be given in the manner provided for notices.
17 Notice shall be deemed received on the date shown on the certified, return receipt, or on
18 the date personal service is obtained, whichever occurs first.

19 15. NON-RESPONSIBILITY. City shall not be responsible for and
20 Licensee hereby waives all claims against the City for loss or damage by theft, fire, flood,
21 burglary, vandalism or any other cause of any of Licensee's supplies, equipment and
22 other property in, on or about the Access Area, including loss caused by City's
23 negligence acts or omissions.

24 16. NO TITLE. Licensee acknowledges that, by this License Agreement,
25 Licensee does not acquire any right, title or interest of any kind in the Access Area. City
26 shall have and retain absolute and full control of the Access Area.

27 17. REVOCAION, SUSPENSION. This License Agreement may be
28 revoked or suspended by the City Manager at any time that it is determined that the

1 Licensee has violated any conditions of this License Agreement or any applicable code,
2 law, rule or regulation, or that the City has evidence of unfair or bad faith dealing with the
3 public or with the City by Licensee, or evidence of any action adversely affecting the
4 health, welfare or safety of the public.

5 18. DEFAULT. In the event Licensee fails, neglects or refuses to
6 perform any of the conditions of this License Agreement or otherwise defaults in
7 performance and said default continues for a period of thirty (30) days after notice thereof
8 to Licensee from City, then City may declare this License Agreement to be revoked. Any
9 waiver by City of a default shall not be construed as, or constitute a waiver of, any
10 subsequent default of the same or any other term.

11 IN WITNESS WHEREOF, the parties have executed this License
12 Agreement on the respective dates set forth opposite their signatures.

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13 THE LOS CERRITOS WETLANDS
14 AUTHORITY, a California joint powers
15 authority

16 November 9, 2010

By Belinda V. Faustinos

17 Belinda Faustinos
18 Executive Officer
19 Los Cerritos Wetlands Authority

20 "Licensee"

21 CITY OF LONG BEACH, a municipal
22 corporation **Assistant City Manager**

23 3.24, 2010
24 11

By [Signature]
25 EXECUTED PURSUANT
26 TO SECTION 301 OF
27 THE CITY CHARTER.
28 City Manager

"City"

This Agreement is approved as to form on January 19, 2010!

ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy

EXHIBIT A

