

1 RIGHT OF ENTRY PERMIT

2 **29578**

3 THIS RIGHT OF ENTRY PERMIT ("Permit") is made and entered, in
4 duplicate, as of October 6, 2005 for reference purposes only, pursuant to a minute order
5 of the City Council of the City of Long Beach at its meeting on October 4, 2005, by and
6 between THE CITY OF LONG BEACH ("City") and the LOS ANGELES AND
7 SAN GABRIEL RIVERS WATERSHED COUNCIL ("Permittee").

8 1. The City hereby grants permission to Permittee to enter the City's property
9 near the community center and parking lot at 101 East 28th Street ("Veterans Park
10 Premises") as shown on Exhibit "A", subject to all licenses, easements, encumbrances and
11 claims of title, and subject to the terms of this Permit.

12 2. This Permit is for the exclusive use of Permittee, and is not assignable.
13 Permittee shall use the Veterans Park Premises solely for the purpose of subsurface well
14 testing.

15 3. The term of this Permit shall begin on October 5, 2005, and shall end on
16 September 30, 2007 provided, however, that the City shall have the right to revoke and
17 terminate this Permit by giving at least ninety (90) days prior notice of termination to
18 Permittee. In addition, subject to the sole discretion of the City Manager, or his designee,
19 the parties may enter into two options to renew, for an additional one (1) year term each.

20 4. All costs related to the subsurface well testing shall be at the sole expense
21 of Permittee. All work by Permittee, its employees, contractors, and invitees shall be
22 performed in a good, safe and workmanlike manner.

23 5. Any damage to the Premises arising from the permission granted herein
24 shall be repaired by Permittee to the satisfaction of the City. Permittee shall leave the
25 Premises in a neat, clean and safe condition satisfactory to the City at the expiration or
26 sooner revocation of this Permit. In addition, Permittee shall fill the cistern and abandon
27 it in a safe condition and in compliance with all applicable laws, rules, regulations, and
28 ordinances. The City, at its option, may require removal of the cistern and monitoring

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1 equipment by Permittee.

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

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

15 (b) Workers' compensation insurance as required by the California
16 Labor Code and employer's liability insurance in an amount not less than
17 One Million Dollars (\$1,000,000) per accident.

18 (c) Commercial automobile liability insurance (equivalent in scope to
19 ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto), in an amount
20 not less than Five Hundred Thousand Dollars (\$500,000) combined single
21 limit per accident.

22 Any self-insurance program, self-insured retention, or deductible must be separately
23 approved in writing by City's Risk Manager or designee and shall protect the City, its
24 officials, employees and agents in the same manner and to the same extent as they would
25 have been protected had the policy or policies not contained retention or deductible
26 provisions. Each insurance policy shall be endorsed to state that coverage shall not be
27 reduced in coverage, nonrenewed, 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, its officials, employees and agents. Permittee shall
2 notify the City within five (5) days after any insurance required herein has been voided by
3 the insurer or cancelled by the insured.

4 Permittee shall require that all contractors and subcontractors which Permittee uses
5 in the performance of this Permit maintain insurance in compliance with this Section unless
6 otherwise agreed in writing by City's Risk Manager or designee.

7 Prior to the start of performance under the Permit, Permittee shall deliver to City
8 certificates of insurance and required endorsements, including any insurance required of
9 Permittee's contractors and subcontractors, 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 the insurance required hereunder, furnish to the City
13 certificates of insurance and endorsements evidencing renewal of such insurance. City
14 reserves the right to require complete certified copies of all policies of Permittee and
15 Permittee's contractors and subcontractors, at any time. Permittee and Permittee's
16 contractors and subcontractors shall make available to the City all books, records and
17 other information relating to the insurance coverage required herein during normal
18 business hours.

19 Any modification or waiver of the insurance requirements herein shall only be made
20 with the written approval of the City's Risk Manager or designee. Not more frequently than
21 once a year, the City's Risk Manager or designee may require that Permittee, Permittee's
22 contractors and subcontractors change the amount, scope or types of coverages required
23 herein if, in his or her sole opinion, the amount, scope, or types of coverages herein are
24 not adequate.

25 The procuring or existence of insurance shall not be construed or deemed as a
26 limitation on liability relating to Permittee's performance of services or as full performance
27 of or compliance with the indemnification provisions herein.

28 Notwithstanding any other provision of this Permit to the contrary, upon failure

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To Permittee: Los Angeles and San Gabriel Rivers Watershed Council
700 North Alameda Street
Los Angeles, California 90012

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

10. There is no fee payable by Permittee for this Permit. However, in consideration of the permission granted by this Permit, Permittee shall submit the results of its studies from the borings and the Project to the City at no charge to the City, for the City's own use.

LOS ANGELES AND SAN GABRIEL RIVERS
WATERSHED COUNCIL

Nov. 30, 2005

By: Kathleen Bullard
President
Kathleen Bullard

Nov. 30, 2005

By: Brian T. Sasaki
(Type or Print Name)
Secretary
BRIAN T. SASAKI
(Type or Print Name)

"Permittee"

THE CITY OF LONG BEACH

12/20, 2005

By: Michael Rivera
City Manager

"City"

This Permit is approved as to form on 12/12, 2005.

ROBERT E. SHANNON, City Attorney

By: D. J. Quinn
Senior Deputy

DFG:dfe 10/04/05(PER_RightOfEntry-LA&SanGabrielRiversWatershed) #05-04683
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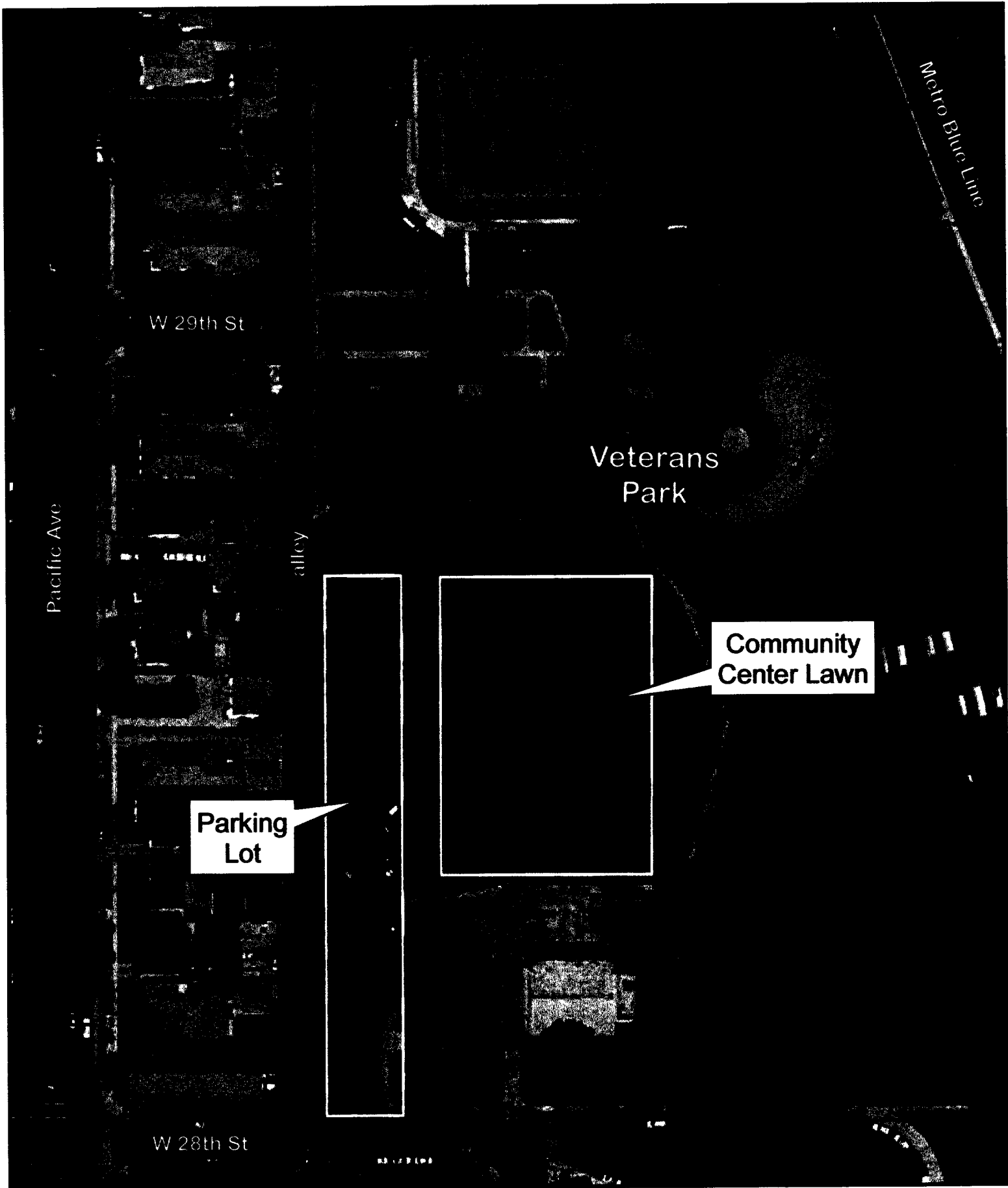


Exhibit A

