

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

4 A. Commercial general liability insurance equivalent in scope to
5 ISO form CG 00 01 10 93 in an amount not less than \$1,000,000 per occurrence or
6 \$2,000,000 general aggregate. The coverage shall include but not be limited to
7 broad form contractual liability, explosion, collapse, and underground perils (XCU),
8 cross liability, independent contractors liability, and products and completed
9 operations liability. The City, its officers, employees and agents shall be named as
10 additional insureds by endorsement on the City's endorsement form or on an
11 endorsement equivalent in scope to ISO form CG 20 26 11 85, and this insurance
12 shall contain no special limitations on the scope of protection given to the City, its
13 officers, employees and agents.

14 B. Workers' compensation insurance as required by the California
15 Labor Code and employer's liability insurance in an amount not less than
16 \$1,000,000 per accident.

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

20 D. Any self-insurance program, self-insured retention, or
21 deductible must be separately approved in writing by City's Risk Manager or
22 designee and shall protect the City, its officials, employees and agents in the same
23 manner and to the same extent as they would have been protected had the policy
24 or policies not contained retention or deductible provisions. Each insurance policy
25 shall be endorsed to state that coverage shall not be reduced, non-renewed, or
26 canceled except after thirty (30) days prior written notice to City, and shall be primary
27 and not contributing to any other insurance or self-insurance maintained by the City.
28 Permittee shall notify the City within five (5) days after any insurance required in this

1 Permit has been voided by the insurer or canceled by Permittee.

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

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

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

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

22 5. PERMITTEE'S INDEMNIFICATION OF CITY. Permittee shall
23 indemnify, defend and hold the City, its Commissions and Boards, or their officials,
24 employees, or agents harmless from all liability, loss, damage, claims, demands, penalties,
25 fines, proceedings, causes of action, taxes, assessments, costs, and expenses (including
26 attorney's fees and experts' fees) arising from the right to enter granted by this Permit and
27 the activities of Permittee Parties on the City-owned Property under this Permit. This
28 indemnity shall survive the expiration or revocation of this Permit. The foregoing shall not

1 apply to claims or causes of action caused by the sole negligence or willful misconduct of
2 the City, its Commissions and Boards, or their officials, employees, or agents.

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

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

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

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333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

1 9. PREVAILING WAGES. Permittee Parties shall cause all work
2 performed in connection with this Permit to be performed in compliance with all applicable
3 federal and state labor standards, including the prevailing wage provisions of sections 1770
4 et seq. of the California Labor Code. Permittee shall indemnify, defend and hold the City,
5 its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties")
6 harmless from any and all claims, causes of action or liabilities that may be asserted
7 against or incurred by Indemnified Parties with respect to or in any way arising from the
8 work's compliance with or failure to comply with applicable federal and state labor
9 requirements including, without limitation, the requirements of California Labor Code
10 section 1770 et seq.

11 10. CONDITIONS OF PERMIT. Prior to the installation of the up-lighting,
12 Permittee shall:

- 13 A. obtain all necessary certificates, permits and approvals as
- 14 required by federal, state, and local authority, and pay any and all related fees;
- 15 B. submit plans and specifications to the Superintendent of Marine
- 16 Maintenance for review and approval; and
- 17 C. comply with National Electrical Code standards.

18 11. NOTICE. Any notice or approval given under this Permit shall be in
19 writing and personally delivered or deposited in the U.S. Postal Service, registered or
20 certified, return receipt, to the City of Long Beach, Department of Park, Recreation &
21 Marine at 333 W. Ocean Blvd., Long Beach, CA 90802, and to the Permittee at PO Box
22 14688, Long Beach, CA 90803 Attn: _____. Notice shall be deemed given on the
23 date personal delivery is made or on the date shown on the return receipt, whichever first
24 occurs.

25 12. CONSIDERATION. This Permit is granted in consideration of
26 Permittee's donation of time and materials for the improvement of the City-owned Property.

27 13. FUNDING. All necessary funding to complete the installation of the
28 up-lighting shall be the responsibility of the Permittee.

1 14. UTILITIES. Any and all utility costs shall be the responsibility of the
2 City.

3 15. IMPROVEMENTS. Permittee shall install low-voltage up-lighting and
4 other minor improvements:

5 A. The installation shall be done by a licensed electrician to
6 ensure the proper operation of the up-lighting.

7 B. The up-lights shall stay in a vertical fixed position (no motion).
8 There should be no overlap between the lighting fixture and median surface.

9 C. The up-lights shall be positioned so that their light reflection will
10 not conflict with the motorist's view of the signal indications travelling northwest to
11 the signal intersection adjacent to the median.

12 D. PVC schedule 80 shall be 30-inches below grade.

13 E. Permittee shall coordinate all electrical utilities and installation
14 thereof with the Marine Bureau Manager, or his designee.

15 F. Permittee shall not install, construct, erect or maintain any
16 structure or improvements on the City-owned Property except as described in this
17 Permit. Upon the completion of the up-lighting installation, the up-lighting and all
18 other improvements to City-owned Property made pursuant to this Permit shall
19 become the sole property of the City, at no charge.

20 G. The up-lights shall be placed on timers and set to turn off each
21 day at 10:00 p.m. City reserves the right to adjust the aforementioned off time at its
22 sole discretion.

23 16. MAINTENANCE. Permittee may provide ongoing maintenance to the
24 olive trees and rose bushes in an acceptable manner, as approved by the Director of the
25 Department of Parks, Recreation and Marine, or his/her designee.

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

1 owned Property.

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

5 19. NONDISCRIMINATION. In exercising its right of entry and use of the
6 City-owned Property, Permittee shall not discriminate on the basis of race, religion, national
7 origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or
8 disability.

9 20. COMPLIANCE WITH LAWS. Permittee Parties shall comply with all
10 applicable laws, rules, regulations and ordinances with respect to their activities on the
11 City-owned Property.

12 21. MISCELLANEOUS.

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

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

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

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

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

27 F. The failure or delay of the City to insist on strict compliance with
28 the provisions of this Permit shall not be deemed a waiver of any right or remedy

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1 that City may have and shall not be deemed a waiver of any subsequent or other
2 failure to comply with any provision of this Permit.

3 G. This Permit is not intended or entered for the purpose of
4 creating any benefit or right for any person or entity that is not a signatory or a
5 Permittee Party.

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

NAPLES ISLANDS GARDEN CLUB, a
nonprofit organization

8
9
10 August 26, 2015

By [Signature]
Name Barbara S. Jordan
Title 1st Vice President

11
12 August 26, 2015

By [Signature]
Name MARIANNE M. HUNTER
Title Recording Secretary

"Permittee"

CITY OF LONG BEACH, a municipal
corporation

13
14
15
16
17 Oct. 26,, 2015

By [Signature] EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.
City Manager
Assistant City Manager

"City"

18
19
20 This Right of Entry Permit is approved as to form on
21 Oct. 15, 2015.

22
23 CHARLES PARKIN, City Attorney

By [Signature]
Deputy

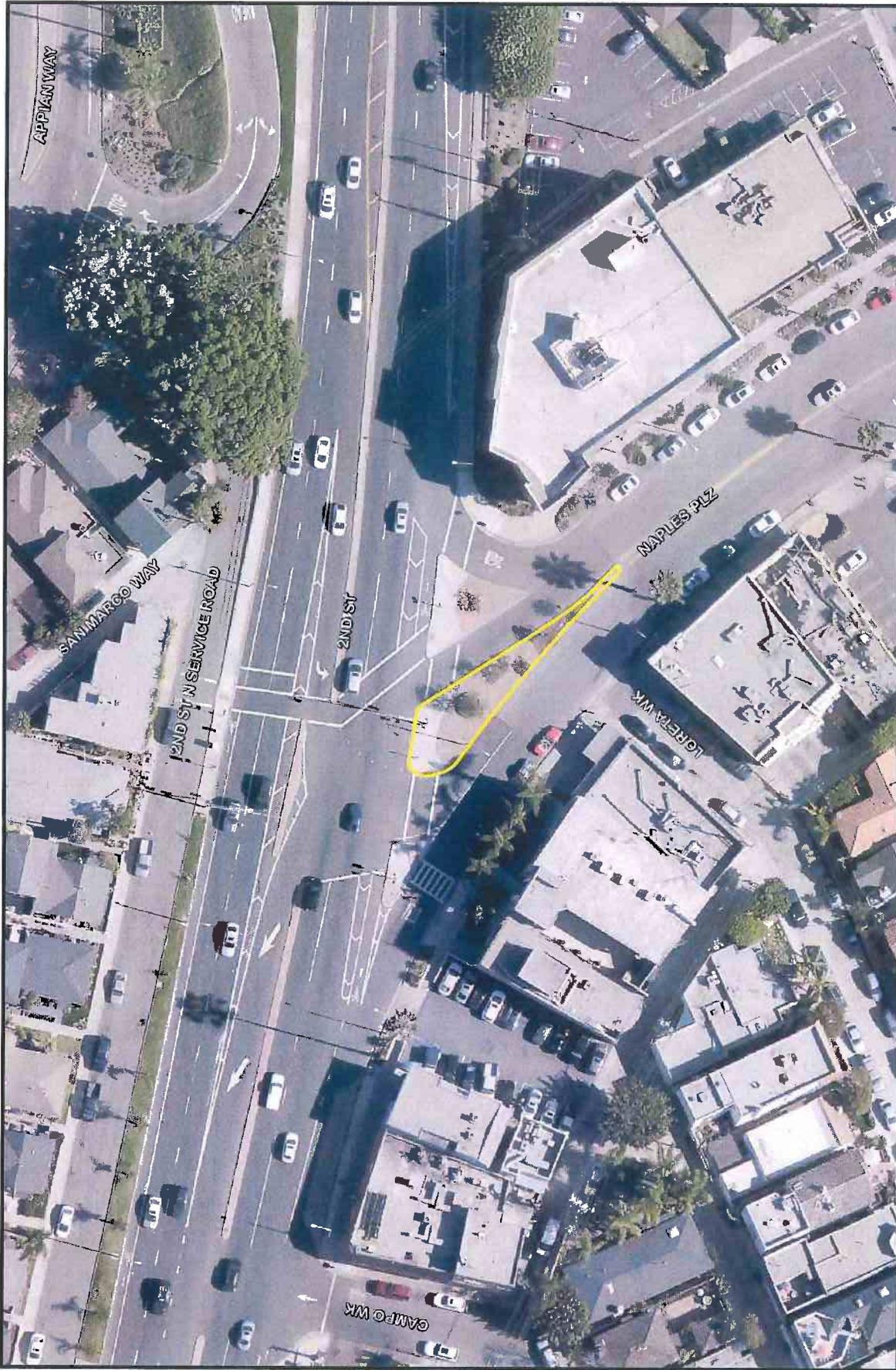


Exhibit A: City-owned Property