

1 (15) day period shall become the property of the City without payment by or liability
2 of any kind on the part of the City.

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

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

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

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

1 Permittee shall notify the City within five (5) days after any insurance required in this
2 Permit has been voided by the insurer or canceled by Permittee.

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

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

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

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

23 5. PERMITTEE'S INDEMNIFICATION OF CITY. Permittee shall
24 indemnify, defend and hold the City, its Commissions and Boards, or their officials,
25 employees, or agents harmless from all liability, loss, damage, claims, demands, penalties,
26 fines, proceedings, causes of action, taxes, assessments, costs, and expenses (including
27 attorney's fees and experts' fees) arising from the right to enter granted by this Permit and
28 the activities of Permittee Parties on the City-owned Property under this Permit. This

1 indemnity shall survive the expiration or revocation of this Permit. The foregoing shall not
2 apply to claims or causes of action caused by the sole negligence or willful misconduct of
3 the City, its Commissions and Boards, or their officials, employees, or agents.

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

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

25 8. NO ASSIGNMENT. Permittee shall not assign this Permit or the
26 permission granted by this Permit. Neither this Permit nor any interest in it shall be subject
27 to transfer by attachment, execution, proceedings in insolvency or bankruptcy, or
28 receivership. Any attempted assignment or other transfer that is not approved by the

1 Director shall be void and confer no right of entry on the purported assignee or transferee.

2 9. CONDITIONS OF PERMIT. Permittee shall obtain all necessary
3 certificates, permits and approvals as required by federal, state, and local authority prior to
4 commencing with the academic research activities. All data collected, findings, and reports
5 produced from the research activities shall be made available to the City. At the conclusion
6 of the Right-of-Entry Permit term, the Permittee shall abandon the site and remove all
7 equipment and devices installed.

8 10. NOTICE. Any notice or approval given under this Permit shall be in
9 writing and personally delivered or deposited in the U.S. Postal Service, registered or
10 certified, return receipt, to the City of Long Beach, Department of Public Works at 333 W.
11 Ocean Blvd., Long Beach, CA 90802, and to the Permittee at California State University,
12 Long Beach, 1250 Bellflower Boulevard, Mailstop 9502, Long Beach, CA 90840 Attn: Dr.
13 Christine Whitcraft. Notice shall be deemed given on the date personal delivery is made
14 or on the date shown on the return receipt, whichever first occurs.

15 11. CONSIDERATION. This Permit is granted in consideration of
16 Permittee's research activities on City-owned Property, which will help support the City in
17 its efforts to meet water quality targets as mandated by state and federal agencies.

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

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

25 14. NONDISCRIMINATION. In exercising its right of entry and use of the
26 City-owned Property, Permittee shall not discriminate on the basis of race, religion, national
27 origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or
28 disability.

1 15. COMPLIANCE WITH LAWS. Permittee Parties shall comply with all
2 applicable laws, rules, regulations and ordinances with respect to their activities on the
3 City-owned Property.

4 16. MISCELLANEOUS.

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

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

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

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

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

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

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

26 ///

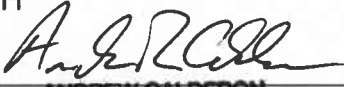
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1 IN WITNESS WHEREOF, the parties have executed this Permit on the
2 respective dates set forth opposite their signatures.

CALIFORNIA STATE UNIVERSITY, LONG
BEACH

3
4
5 June 9, 2015

By 
Name ANDREW CALDERON
Title CONTRACT MANAGER
PROCUREMENT &
CONTRACTUAL SERVICES

6
7 June 9, 2015

By 
Name Christine Whitcraft
Title assoc. professor

"Permittee"

CITY OF LONG BEACH, a municipal
corporation

11
12 June 17, 2015

By 
City Manager
Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"City"

13
14
15 This Right of Entry Permit is approved as to form on
16 6/17, 2015.

17
18 CHARLES PARKIN, City Attorney

By 
Deputy

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



EXHIBIT A

Colorado Lagoon and Marine Stadium Fish Tagging & Monitoring Research Permit Area



Legend

 Right of Entry Permit Area