

USE OF PARKING LOT 10 FOR CHITTICK FIELD EVENTS

PARKING LOT USE AGREEMENT

Between

LONG BEACH COMMUNITY COLLEGE DISTRICT

And

THE CITY OF LONG BEACH

34127

This PARKING LOT USE AGREEMENT (AGREEMENT) is hereby made and entered into this 10th day of November, 2015 by and between the Long Beach Community College District, hereinafter referred to as "District", and the City of Long Beach through its Department of Parks, and Recreation and Marine, hereinafter referred to as PRM.

WHEREAS, the City of Long Beach has a need for overflow parking during PRM events which occur at Chittick Field located at 1900 Walnut Ave Long Beach, CA 90806 during the weekends starting Friday at 5:00 p.m. ending Sunday at 11:00 p.m.; and

WHEREAS, the District owns Parking Lot 10 directly across from Chittick Field and has availability to accommodate PRM's requests for non-exclusive use of this lot except during District sponsored events,

NOW, THEREFORE, the parties hereby agree as follows:

PRM has offered to provide the following for the no-cost nonexclusive use of Parking Lot 10 on weekends from 5:00 p.m. on Friday to 11:00 p.m. on Sunday:

1. PRM will ensure the cleaning of Parking Lot 10 and the surrounding landscaping no later than 8:00 a.m. on Monday preceding PRM's weekend use of the lot.
2. PRM, with coordination from the District, will institute a Parking Pass Program where the Chittick Field attendees will be provided a pass for to display in their window for the day of the event. At no time will the City of Long Beach or any group using the field charge attendees a fee to use this parking lot.
3. PRM will periodically monitor activity in Parking Lot 10 during the time it is used by the City PRM to make sure Chittick Field attendees are not using the lot for tailgates, barbecues, gatherings, or any other use that is not allowed.
4. PRM will provide access to DISTRICT upon request, for the use of Chittick Field during the week for DISTRICT sponsored events and recreation activities at no cost to the District. (Except on days and times set up for regularly scheduled park maintenance, or days with previously reserved PRM activities)

5. PRM will provide to the District a point of contact regarding the use of Parking Lot 10 including scheduling, maintenance, cleaning, and other coordination efforts between both parties.

6. The District assumes no liability or responsibility for theft, damage, misuse, or destruction of vehicles or personal property of the City of Long Beach or its employees, agents, representatives, guests, or invitees, brought on to District property during the life of this AGREEMENT.

DISTRICT agrees as follows:

1. District will waive the District's Parking Fee for Parking Lot 10 for attendees of Chittick Field events on Fridays from 5:00 p.m. to 11:00 p.m. with the understanding that the heaviest use of this lot is anticipated to be July through December annually.

2. District will provide to PRM a point of contact regarding the use of Parking Lot 10 including scheduling, maintenance, cleaning, and other coordination efforts between both parties

Both parties recognize the following:

1. There may be times when the DISTRICT has an event and Lot 10 is needed by District and is not available for use by PRM. The District's point of contact will be responsible for communicating these dates as far in advance as possible to PRM's assigned point of contact,

2. DISTRICT will begin construction adjacent to Lot 10 in 2015 and this construction will continue into 2017. Part of Parking Lot 10 may be used for the construction site support and staging. The number of available parking spaces will be diminished during that time. Other District construction projects in the future may cause similar impacts to this parking lot.

3. The Chittick Field attendees will be responsible for following the rules and regulations regarding the use of DISTRICT's property. These will be listed on each parking pass or some other method to be determined by both parties.

4. Students, faculty, and staff from the District may also park in Lot 10 on the weekends.

This AGREEMENT shall become operational and effective upon execution by both parties. AGREEMENT shall remain in effect unless cancelled by either Party with a written notice of not less than 30 days. The invalidity of any provision of this AGREEMENT shall not affect the validity of the remainder thereof.

No Party or any of its officers, agents, volunteers, contractors, or employees shall be responsible for any damage or liability arising out of any acts or omissions on the part of another Party under or in connection with any obligation under this AGREEMENT. Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising out of willful misconduct or gross negligent acts or omissions on the part of the Party's own officers, agents, contractors, or employees under or in connection with any obligation under this AGREEMENT. This indemnity shall survive termination of this AGREEMENT.

5. Insurance. City of Long Beach (City) shall, at City's sole expense, obtain and keep in force at all times during the term of this Agreement, the following policies or insurance:

5.1 Coverage equivalent to ISO form CG 00 01 11 88 (Commercial General Liability) Insurance or Self-Insurance that shall include the District as an additional insured with coverage equivalent to an ISO form CG 20 26 11 85 in an amount of Two Million Dollars (\$2,000,000) per occurrence and in the aggregate.

5.2 Coverage equivalent to ISO form CA 00 01 (Commercial Automobile) Insurance or Self-Insurance in an amount of One Million Dollars (\$1,000,000) combined single limit (CSL) per accident for bodily injury and property damage covering owned, non-owned, and hired automobiles.

5.3 Worker's compensation insurance or self-insurance coverage that complies with the Labor Code of the State of California, and any other applicable rules, regulations, ordinances and disability benefit acts.

5.4 Property Insurance covering City's personal property from "All Risk" perils of loss (excluding flood, earthquake, and terrorism) which is brought onto or kept on the Premises on a replacement cost basis. This policy shall have a deductible no larger than City's most common, current Property Insurance deductible.

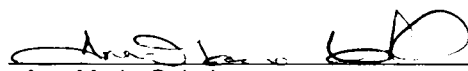
This AGREEMENT represents the entirety of the agreement of the parties with respect to the subject matter hereof and may not be amended except by written instrument signed by the affected parties.

IN WITNESS WHEREOF, the parties hereto have the authority to execute this AGREEMENT on the date as written below.

"DISTRICT"

Long Beach Community College District
Of County of Los Angeles


CITY OF LONG BEACH


Ann-Marie Gabel
Vice President, Administrative Services
Date 11/2/15


Patrick H. West
City Manager
Date 11/2/15

Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM
OCT. 19, 20 15
CHARLES PARKIN, City Attorney
By 
GARY ANDERSON
PRINCIPAL DEPUTY CITY ATTORNEY