

1 PUBLIC WALKWAYS OCCUPANCY PERMIT

2 **P-00151**

3 This Public Walkways Occupancy Permit ("Permit") is granted this 25<sup>th</sup> day of  
4 August, 2016, pursuant to minute order adopted by the City Council of the City of  
5 Long Beach at its meeting held on July 5, 2016, to SO CAL RESTAURANT GROUP, LLC,  
6 a California limited liability company ("Permittee"), whose address is 5732 Engineer Drive,  
7 Huntington Beach, California 92649, as the operator of ROE SEAFOOD and lessee of  
8 premises at 5374 E. Second Street, Long Beach, California 90803.

9 Permission is granted to Permittee to occupy the public right-of-way with the  
10 following obstruction: **low barrier, eight (8) tables and fifteen (15) chairs** at 5374 E.  
11 Second Street, Long Beach, California 90803. Dimensions and location of the area to be  
12 occupied are as shown on Exhibit "A", incorporated by reference and made a part of this  
13 Permit; provided that all obstructions are placed only within the permit area shown on  
14 Exhibit "A".

15 This Permit is granted for a period of one (1) year from latest date of full  
16 execution of this Permit with reference to the following facts:

17 1. Permittee proposes to occupy the public right-of-way for dining  
18 purposes only, as shown on Exhibit "A". Permittee represents that the property owner of  
19 the Premises has approved of Permittee's application for this Permit and/or that Permittee's  
20 Lease of the Premises authorizes operations under this Permit; and

21 2. The proposed occupancy will not now or at any time interfere with  
22 continued public use of the public street right-of-way; and

23 3. That there is no present or foreseeable conflicting public need for the  
24 proposed use of the public street right-of-way area and its temporary withdrawal from public  
25 use will not be injurious or detrimental to the public; and

26 4. That this use of a portion of the public street right-of-way is consistent  
27 with proper and lawful street uses and the use is approved; and

28 5. The City Engineer has determined that this use is in compliance with

1 Chapter 14.14 of the Long Beach Municipal Code, all related to temporary use of the public  
2 rights-of-way.

3 The use of the public street right-of-way is granted upon and subject to the  
4 following terms and conditions:

5 1. The minimum width of the public walkway shall be ten (10) feet, or as  
6 otherwise approved by the City Council pursuant to Chapter 14.14 of the Long Beach  
7 Municipal Code, and any obstruction must permit at least five (5) feet of unobstructed area  
8 of public walkway.

9 2. The obstruction shall abut the property and not be located in a manner  
10 which interferes with the flow of pedestrian or other traffic.

11 3. The maximum height of any such obstruction shall be six (6) feet and  
12 all such obstructions shall be entirely portable, except as specifically authorized by the City  
13 Engineer.

14 4. This Permit may be immediately suspended for a designated time  
15 period at any time in the event that, in the discretion of the City Council or City Manager,  
16 such obstruction would interfere with street improvement activities, construction activities,  
17 cleaning efforts or other similar activities.

18 5. The obstruction shall be kept in a good state of repair and in a safe,  
19 sanitary, and attractive condition.

20 6. Such obstruction may not be located within twenty (20) feet from an  
21 intersection (measured to the prolongation of the near curb of the intersecting street) or  
22 within ten (10) feet from a driveway or alley (measured to the near end of the fully  
23 depressed portion of an apron-type driveway or to the prolongation of the near curb of the  
24 driveway) unless otherwise approved by the City Council pursuant to the considerations  
25 specified in Chapter 14.14 of the Long Beach Municipal Code.

26 7. The public street right-of-way shall be used by Permittee only for the  
27 obstruction described above and in the area shown on Exhibit "A".

28 8. The area in front of the entrance to the business shall not be

1 obstructed by barricades, chairs, tables or other furniture.

2 9. The Permittee shall place all obstructions, and any accessories or  
3 equipment located within a dining area, in strict accordance with Fire Department and  
4 Health and Human Services Department standards and contained within Chapter 14.14 of  
5 the City of Long Beach Municipal Code.

6 10. No surface improvements, included but not limited to special paving  
7 surfaces, may be removed or altered by the Permittee unless approved in advance in  
8 writing by the City Engineer.

9 11. The Permittee shall not allow cleaning chemicals, or other foreign  
10 matter to flow into the parkway tree well, and shall otherwise protect the health of adjacent  
11 street trees, and shall likewise prevent the discharge of litter, cleaning chemicals and all  
12 other foreign matter to the storm drain system.

13 12. The Permittee shall protect any parkway trees in the immediate vicinity  
14 of the permit area from damage due to the Permittee's cleaning or other activities on the  
15 public walkway. The Permittee shall not interfere with City's access to parkway trees for  
16 maintenance purposes. Any special maintenance of the parkway trees is the responsibility  
17 of the Permittee and must be performed by a qualified landscape contractor acting under  
18 a permit from City's Street Landscaping Division. City shall not be held financially  
19 responsible for damage to Permittee's sidewalk furniture or awnings occurring in the course  
20 of regular street tree maintenance.

21 13. Upon any termination of this Permit, whether by revocation or  
22 otherwise, Permittee shall remove the obstructions authorized by this Permit at the sole  
23 discretion of the City Engineer and shall otherwise restore the public street right-of-way to  
24 a condition substantially the same as existed immediately prior to the occupancy provided  
25 for by this Permit. Should Permittee fail or refuse to remove the obstructions, City may do  
26 so and, in such event, the security deposit paid by Permittee shall be applied to City's  
27 costs. Permittee shall reimburse City for any costs in excess of the security deposit. In  
28 the event of removal by City of all or any portion of the obstructions, City shall not be liable

1 for any damage to or loss of any property of Permittee.

2 14. The following additional conditions shall apply to public walkway  
3 occupancy permits for dining areas:

4 A. Any dining area shall be defined by placement of sturdy fencing  
5 or other suitable barriers, not to exceed forty-eight (48) inches in height, as approved by  
6 the City Engineer. Such barriers may only be affixed to public property with the prior  
7 approval of the City Engineer.

8 B. All accessories to dining uses such as plants or planter boxes,  
9 umbrellas, podiums, menu boards, and heaters may not exceed those enumerated in this  
10 Permit and must be located inside the barrier, as shown on Exhibit "A".

11 C. All dining which takes place on the public right-of-way shall  
12 conform to the requirements of Chapter 8.80 of the Long Beach Municipal Code regarding  
13 noise. Complaints regarding noise shall be logged by city staff and may be the basis for  
14 suspension, cancellation, or non-renewal of a permit.

15 D. The Permittee shall be responsible for cleaning the public  
16 walkway occupied by and adjacent to the permitted area.

17 E. Sidewalk dining is permitted to operate between the hours of  
18 10:00 a.m. and 10:00 p.m. only.

19 15. Any permit issued within the downtown area shall comply with all of  
20 the foregoing requirements and the following additional requirements:

21 A. No tents, canopies or windbreaks may be used in, over, or  
22 around dining areas.

23 B. Temporary banners, not exceeding the height of the barrier and  
24 attached to the barrier are permitted for a two (2) week period no more than four (4) times  
25 per year.

26 C. Menu boards must be portable, located within the dining area,  
27 and must not exceed five (5) feet, six (6) inches tall. Menu boards may be either a single  
28 pole pedestal of painted metal or a board attached to the inside of the barrier, parallel to

1 the barrier.

2 D. The following are prohibited on the public walkway in the  
3 downtown area: television monitors, canopies and A-frame signs.

4 16. Upon expiration, a new permit must be obtained on the basis of a new  
5 application and payment of a new fee and any security deposit amount due. Renewal of  
6 the permit is not automatic and there is no right or entitlement to any use of the public right-  
7 of-way. Security deposits may be adjusted from year to year based on permit compliance  
8 and enforcement cost history. This Permit shall never be construed as the grant by City of  
9 any right to permanently use or occupy all or any portion of the public right-of-way; nor shall  
10 it ever be construed as a waiver on the part of City, or as an estoppel against it, which  
11 would in any manner whatsoever bar or limit, or otherwise prejudice, its right to at any time  
12 whatsoever require a discontinuance of the use or occupancy of all or any part of the public  
13 street right-of-way, the removal therefrom of all or any obstructions erected or maintained  
14 under this Permit and the restoration of such public street right-of-way to a clean condition,  
15 all at the sole cost and expense of Permittee.

16 17. Notices of violation of any of the terms and conditions of this permit  
17 may be issued by the City of Long Beach. Within the downtown area as defined on Exhibit  
18 "B", preliminary informal notices may be issued by Downtown Long Beach Associates. The  
19 enforcement process is set forth on Exhibit "C", attached hereto, and made a part of this  
20 permit. Notwithstanding the above, City may revoke this Permit at any time by giving thirty  
21 (30) days written notice to Permittee or cancel the permit for noncompliance with its terms.  
22 Such notice shall be signed by the City Manager, postage pre-paid, and addressed to  
23 Permittee at its address provided above.

24 18. Permittee accepts this public right-of-way in its present condition and  
25 agrees to maintain the same in a safe, clean, and orderly condition. Any and all uses made  
26 of the public right-of-way shall be at the sole risk, cost, and expense of Permittee.  
27 Permittee, by its acceptance of this Permit, agrees to indemnify, defend, save and keep  
28 City, its officers, agents, and employees free and harmless from and against any and all

1 liability as well as from and against any and all loss, claims, demands, damages, expenses  
2 and costs of whatsoever nature arising out of or in any manner resulting, directly or  
3 indirectly, from Permittee's operations on or the condition, use or misuse of the public street  
4 right-of-way, including liability, claims or damages to or as a result of any structures or  
5 fixtures on the public street right-of-way or appurtenances to it.

6           19. In partial performance of this obligation, Permittee shall obtain and  
7 keep in full force and effect such public liability insurance and property damage insurance  
8 as required by Exhibit "B" and endorsed to City of Long Beach as additional insured on the  
9 form in the attached Exhibit "C".

10           20. Permittee shall indemnify, protect and hold harmless City, its Boards,  
11 Commissions, and their officials, employees and agents ("Indemnified Parties"), from and  
12 against any and all liability, claims, demands, damage, loss, obligations, causes of action,  
13 proceedings, awards, fines, judgments, penalties, costs and expenses, arising or alleged  
14 to have arisen, in whole or in part, out of or in connection with (1) Permittee's breach or  
15 failure to comply with any of its obligations contained in this Permit, or (2) negligent or willful  
16 acts, errors, omissions or misrepresentations committed by Permittee, its officers,  
17 employees, agents, subcontractors, or anyone under Permittee's control, in the  
18 performance of work or services under this Permit (collectively "Claims" or individually  
19 "Claim").

20           In addition to Permittee's duty to indemnify, Permittee shall have a separate  
21 and wholly independent duty to defend Indemnified Parties at Permittee's expense by legal  
22 counsel approved by City, from and against all Claims, and shall continue this defense until  
23 the Claims are resolved, whether by settlement, judgment or otherwise. No finding or  
24 judgment of negligence, fault, breach, or the like on the part of Permittee shall be required  
25 for the duty to defend to arise. City shall notify Permittee of any Claim, shall tender the  
26 defense of the Claim to Permittee, and shall assist Permittee, as may be reasonably  
27 requested, in the defense.

28           21. Nothing in this Permit shall be construed to excuse compliance by

1 Permittee with any and all of the laws and ordinances of City and State; neither shall this  
2 Permit be deemed to obviate the necessity of Permittee's obtaining such other permits or  
3 licenses as are required to conduct specific activities within the area, including but not  
4 limited to entertainment or the sale, service or consumption of alcoholic beverages.

5           22. The terms of this permit shall be enforced by the procedure set forth  
6 on Exhibit "D", attached and made a part of this permit.

7           23. Permittee shall not assign this Permit, or any interest in it, nor shall  
8 this Permit, or any interest in it, be subject to transfer or assignment by order of any court.  
9 Any such transfer or assignment shall not create any right whatsoever in the transferee or  
10 assignees and shall entitle the City Manager, at his discretion, to terminate this Permit.

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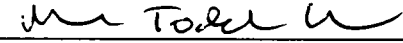
OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Lona Beach, CA 90802-4664

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The acceptance of this Permit by Permittee shall be endorsed on this Permit and shall be an acceptance by Permittee of all of the terms and conditions of this Permit and an agreement to abide and comply with it. Permittee further acknowledges that Permittee is aware of the requirements of Long Beach Municipal Code Chapter 14.14, and that Permittee shall conduct all activities hereunder in compliance with such Chapter.

SO CAL RESTAURANT GROUP, LLC, a California limited liability company

JULY 15, 2016, 2016

By   
Name MICHAEL TODD LEAKE  
Title OWNER

\_\_\_\_\_, 2016

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"PERMITTEE"

CITY OF LONG BEACH, a municipal corporation

8/25/, 2016

By   
City Manager

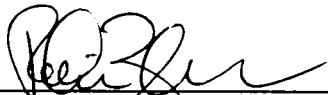
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

**Assistant City Manager**

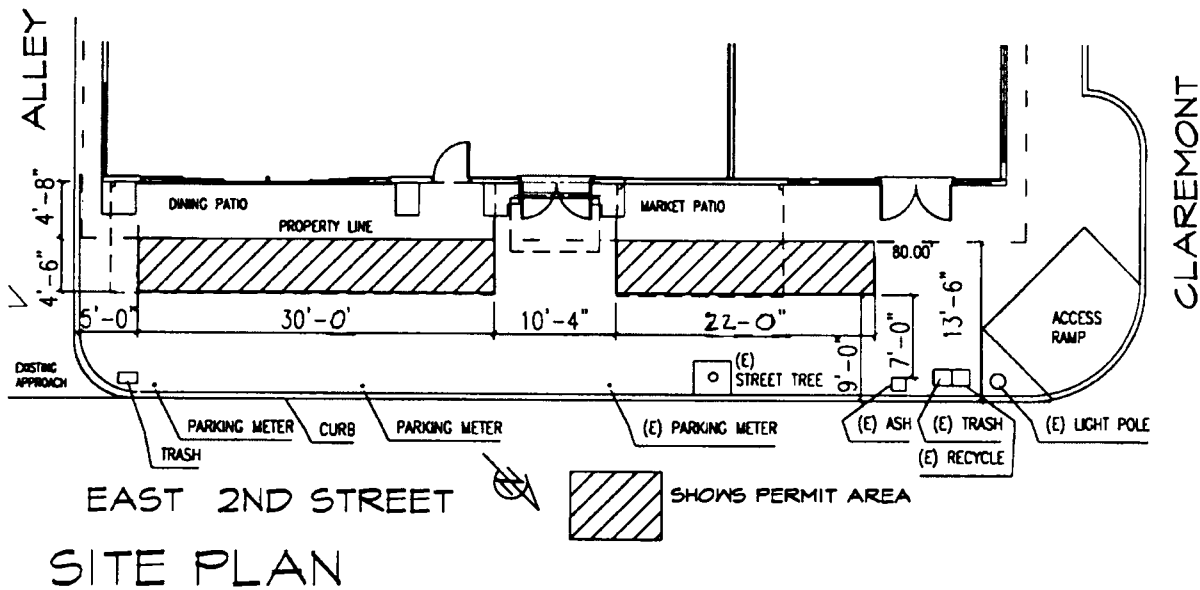
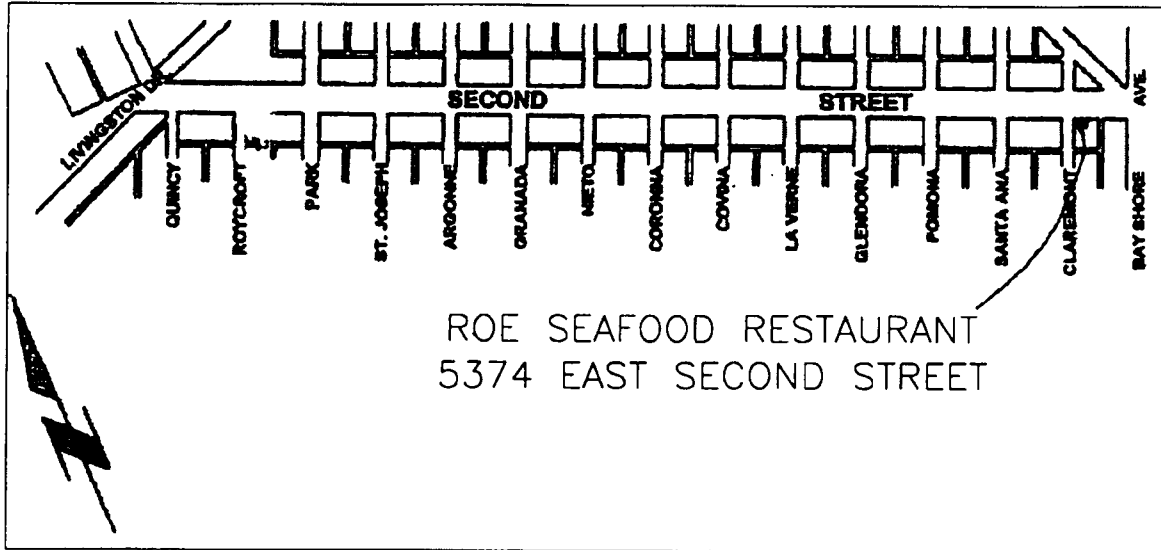
"CITY"

Approved as to form this 21 day of July, 2016.

CHARLES PARKIN, City Attorney

By   
Deputy City Attorney





CITY OF LONG BEACH—CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS, ENGINEERING BUREAU

**PUBLIC WALKWAYS OCCUPANCY  
PERMIT**

ROE SEAFOOD RESTAURANT  
5374 EAST SECOND STREET

**List of Approved Furnishings and Accessories**  
(Attachment to Public Walkways Occupancy Permit for Sidewalk Dining Purposes)

Restaurant: ROE SEAFOOD Permittee: SOCAL RESTAURANT <sup>GROUP,</sup> <sup>LLC</sup>

Address: 537A E. SECOND Telephone: 562-818-1900

Tables number: 0

Chairs number: 15

Umbrella(s) height & number: N/A

Heater(s) height & number: N/A

Menu board  
note: maximum height of 5 ft 6 in, maximum width of 2 ft & none permitted in the coastal zone

Waiter station size: N/A

Planters for trees or other greenscaping describe: \_\_\_\_\_

Other: \_\_\_\_\_

We intend to make occasional use of the permit area for live or recorded entertainment (Note: A separate entertainment permit is required).

- The following are prohibited:**
- canopies (ground supported)
  - television monitors

Permittee signature: \_\_\_\_\_

Date: 1-6-16

Print name here: MIKE FERRO

This list of furnishings and accessories is effective only when attached to a completed Public Walkways Occupancy Permit.

# EXHIBIT “B”

## Liability Insurance Requirements



**CITY OF LONG BEACH  
DEPARTMENT OF PUBLIC WORKS**

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**LIABILITY INSURANCE REQUIREMENTS FOR  
PUBLIC WALKWAYS OCCUPANCY PERMITS**

The Permittee must maintain a policy of comprehensive general liability insurance with a combined single limit of at least \$1,000,000 per occurrence and a \$2,000,000 general aggregate limit. The company issuing the insurance policy must be admitted in the State of California or have a rating of or equivalent to A.VIII in Best's Insurance Guide. The following must be submitted to the City of Long Beach to obtain a permit to occupy the public sidewalk:

1. A **certificate of insurance** showing evidence of the above and signed by a person authorized to bind coverage must be submitted to the City.
2. An endorsement naming the City of Long Beach, its officials, employees and agents as additional insured, and providing items (a), (b), (c) and (d) listed below, must also be submitted. The use of the City's form titled "**General Liability Endorsement – Public Walkways Occupancy Permits**" (attached) is recommended, although the insurer's own form equivalent in coverage to an ISO CG 20 12 11 85 (government permit endorsement) is also acceptable. The special provisions are as follows:

(a) Notice of cancellation endorsement per industry or company standards providing the same coverage as the City's endorsement. The notice of cancellation endorsement may be qualified to provide 10 days notice for nonpayment of premium. If no separate notice of cancellation endorsement is provided, we will accept a simple modification of the standard cancellation language on the certificate, striking out the phrases: "endeavor to" and "failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives," and elimination of standard disclaimer language on the certificate, such as "this certificate is issued as a matter of information only and confers no rights upon the certificate holder."

(b) Primary coverage endorsement providing that any insurance or self insurance maintained by the City of Long Beach shall be excess to this insurance and shall not be contributing to this insurance.

(c) Severability of interests' endorsement or equivalent policy wording.

(d) Cross liability endorsement or equivalent policy wording.

**Send the certificate of insurance and endorsement form to:**

City of Long Beach  
Office of the City Engineer  
333 West Ocean Boulevard, 10<sup>th</sup> Floor  
Long Beach, CA 90802  
Attn: Carmelo Buzon

**THE CERTIFICATE & ENDORSEMENT MAY BE FAXED TO: (562) 570-5640, attention of Carmelo Buzon.** If there are questions regarding insurance requirements, please call Carmelo Buzon at (562) 570-7954.

# EXHIBIT “C”

## General Liability Endorsement Requirements



# CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS ATTN: RIGHT-OF-WAY COORDINATOR

333 West Ocean Boulevard, 10<sup>th</sup> Floor • Long Beach, California 90802 • (562) 570-7954 FAX (562) 570-5640

## General Liability Endorsement – Public Walkways Occupancy Permits

Minimum Limits: \$1,000,000 per occurrence, \$2,000,000 general aggregate

### A. GENERAL LIABILITY POLICY INFORMATION

1. Insurance Company \_\_\_\_\_
2. Policy No. \_\_\_\_\_ Policy Term (from) \_\_\_\_\_ (to) \_\_\_\_\_
3. Endorsement effective date \_\_\_\_\_ Endorsement expiration date \_\_\_\_\_
4. Name of Insured \_\_\_\_\_
5. Address of Named Insured \_\_\_\_\_
6. Address of Permitted Operations \_\_\_\_\_
7. Deductible or Self-insured Retention (nil unless otherwise specified) \$ \_\_\_\_\_
8. Policy Limits: Occurrence \$ \_\_\_\_\_ General Aggregate: \$ \_\_\_\_\_
9. Policy Form equivalent to: CG 00 01 \_\_\_\_\_ CG 00 02 \_\_\_\_\_ GL 00 02 \_\_\_\_\_

### B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **ADDITIONAL INSURED.** The City of Long Beach, its boards and commissions, and their officials, employees, and agents are included as additional insured with respect to all loss, liability, claims, demands causes of action, damages, settlement, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising out of, or in any manner incident to, operations performed by or on behalf of the Named Insured related to the permit issued by the City.
2. **PRIMARY AND NONCONTRIBUTORY COVERAGE.** The coverage afforded by this policy to the City, its boards and commissions, and their officials, employees and agents shall be primary insurance. Any other insurance or self-insurance maintained by the City, its boards, officials, employees, and agents shall be in excess of this insurance and not contribute to it.
3. **SEVERABILITY OF INTERESTS.** The insurance afforded by this policy applies separately to each insured that is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Insurer's limit of liability.
4. **CROSS LIABILITY.** The naming of more than one insured under this policy shall not, for that reason alone, extinguish any rights of one insured against another, subject to the insurer's limit of liability.
5. **CANCELLATION NOTICE:** This insurance shall not be cancelled, nonrenewed, or reduced in coverage or limits except after thirty (30) days prior written notice has been given to the City (ten (10) days prior written notice if the policy is cancelled for nonpayment of premium). Such notice shall be addressed to the City of Long Beach at the address above.

### C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incident and claims are reported to the insurer at:

ATTENTION: \_\_\_\_\_  
(Name) (Title) (Company)

ADDRESS: \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

### D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) \_\_\_\_\_, warrant that I have authority to bind the insurance company listed above in Item A.1. and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) \_\_\_\_\_ DATE \_\_\_\_\_

TITLE: \_\_\_\_\_ ORGANIZATION: \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_ FAX NO. ( ) \_\_\_\_\_

EXHIBIT "D"

PUBLIC WALKWAYS OCCUPANCY PERMITS  
ENFORCEMENT PROCESS

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1. Letter of information sent to Permittee regarding Municipal Code requirements and requested to correct an observed violation of permit conditions.
  - If not remedied in ten (10) working days, send official Notice of Violation.
2. Notice of Violation
  - Indicates that Permittee can be found in default for failure to comply with permit conditions per Municipal Code Section 14.14.090.
  - Notes that uncorrected violations will be reported to the City Council at the next permit application.
  - Alerts Permittee that the Alcoholic Beverage Control (ABC) will be notified of all permits declared in default.
  - If violation of permit conditions is not corrected within ten (10) working days, send Second Notice of Violation by certified mail.
  - Copies of Notice of Violation to be sent to the City Manager, Downtown Long Beach Associates (DLBA) and the Redevelopment Agency.
3. Second Notice of Violation
  - Inform Permittee that "On (date 10 working days hence) you will receive a Notice of Default if permit violations not corrected."
  - If permit violations not corrected within ten (10) working days, send Notice of Default by certified mail.
  - Copies of Second Notice of Violation to be sent to the City Manager, DLBA and the Redevelopment Agency.
4. Notice of Default by Department of Public Work
  - Provides Permittee ten (10) working days to remedy violation.
  - "If Permittee fails or refuses to remedy the default within the time specified, the right of the Permittee to use the public walkway shall cease and City shall have the right to remove the public walkway obstruction at Permittee's expense" (LBMC 14.14.090).
  - If a Notice of Default is issued, the security deposit that was paid with the permit application will be forfeited.
  - Second ABC notice of permit status upon actual default.
  - City Manager, DLBA and Redevelopment Agency informed when final default occurs.
5. City pick-up of obstructions at Permittee's expense and/or possible legal action to restrain use of sidewalk by the City Prosecutor.
6. Prior to New Permit Issuance
  - Payment of new permit processing fee and security deposit.
  - Payment of any fees, damages, or City costs assessed for prior code enforcement actions.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Steve Trifunovic Insurance Services</b> 1423 Marcelina Ave. Unit #1 Torrance CA 90501	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(562) 494-2000	FAX (A/C, No): (562) 494-2002
INSURED <b>So Cal Restaurant Group, LLC</b> Roe Seafood Restaurant 5374 E. 2nd Street Long Beach CA 90803-	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Farmers Insurance	
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

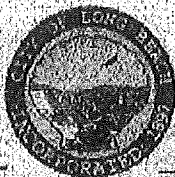
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			606247400	12/07/2015	12/07/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			APPROVED AS TO SUFFICIENCY <i>Charles Parkin</i> DATE: 1/15/16			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			606247891	12/07/2015	12/10/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			A09482836	12/07/2015	12/07/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Certificate holder is named additional insured.**

APPROVED AS TO FORM  
 1/29, 2016  
 CHARLES PARKIN, City Attorney  
 By *[Signature]*  
 LINDA T. VU  
 DEPUTY CITY ATTORNEY

CERTIFICATE HOLDER <b>City of Long beach</b> Office of The City Engineer 333 West Ocean Blvd. Long beach CA 90802-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Steve Trifunovic</i>
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# CITY OF LONG BEACH

RECEIVED AS TO FORM

DEPARTMENT OF PUBLIC WORKS ATTN: RIGHT-OF-WAY COORDINATOR

1/20/2016

333 West Ocean Boulevard, 10<sup>th</sup> Floor • Long Beach, California 90802 • (562) 570-6075 • FAX (562) 570-5178

CHARLES PARKIN City Attorney  
*[Signature]*

## General Liability Endorsement – Public Walkways Occupancy Permits

Minimum Limits: \$1,000,000 per occurrence, \$2,000,000 general aggregate

LINDA T. VU  
DEPUTY CITY ATTORNEY

### A. GENERAL LIABILITY POLICY INFORMATION

- Insurance Company Farmers Insurance
- Policy No. 606247400 Policy Term (from) 12/07/2015 (to) 12/07/2016
- Endorsement effective date None Endorsement expiration date \_\_\_\_\_
- Name of Insured So Cal Restaurant Group LLC
- Address of Named Insured 5732 Engineer Ave Huntington Beach CA 92649
- Address of Permitted Operations 5374 E 2nd St Long Beach CA 90803
- Deductible or Self-Insured Retention (fill unless otherwise specified) \$ 1000.00
- Policy Limits: Occurrence \$ 1,000,000 General Aggregate: \$ 2,000,000
- Policy Form equivalent to: CG 00 01  CG 00 02  GL 00 02 \_\_\_\_\_

### B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

- ADDITIONAL INSURED.** The City of Long Beach, its boards and commissions, and their officials, employees, and agents are included as additional insured with respect to all loss, liability, claims, demands, causes of action, damages, settlement, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising out of, or in any manner incident to, operations performed by or on behalf of the Named Insured related to the permit issued by the City.
- PRIMARY AND NONCONTRIBUTORY COVERAGE.** The coverage afforded by this policy to the City, its boards and commissions, and their officials, employees and agents shall be primary insurance. Any other insurance or self-insurance maintained by the City, its boards, officials, employees, and agents shall be in excess of this insurance and not contribute to it.
- SEVERABILITY OF INTERESTS.** The insurance afforded by this policy applies separately to each insured that is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.
- CROSS LIABILITY.** The naming of more than one insured under this policy shall not, for that reason alone, extinguish any rights of one insured against another, subject to the insurer's limit of liability.
- CANCELLATION NOTICE.** This insurance shall not be cancelled, nonrenewed, or reduced in coverage or limits except after thirty (30) days prior written notice has been given to the City (ten (10) days prior written notice if the policy is cancelled for nonpayment of premium). Such notice shall be addressed to the City of Long Beach at the address above.

### C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incident and claims are reported to the insurer at:

ATTENTION: Steve Trifunovic Broker Farmers  
(Name) (Title) (Company)  
 ADDRESS: 1423 Marcelina Ave, #1 Torrance CA 90501  
 TELEPHONE: (562) 494-2000 FAX: (562) 494-2002

### D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) Steve Trifunovic warrant that I have authority to bind the insurance company listed above in Item A. I, and by my signature hereon do so bind this company.

*[Signature]*  
SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) DATE 01/08/2016

TITLE: Broker ORGANIZATION: \_\_\_\_\_

ADDRESS 1423 Marcelina Ave #1 Torrance CA 90501

TELEPHONE: (562) 494-2000 FAX NO. (562) 494-2001