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Section 3. FEE.

A. Permittee shall pay to City, in advance, a monthly fee equal to One Hundred Twenty-Eight Dollars (\$128) per authorized bus per month (whether or not such busses actually park at the Facilities in any given month).

B. City, in its sole discretion, may increase the parking rates necessary to remain consistent with market rates.

Section 4. CONDITIONS OF USE.

A. Permittee shall keep the Facilities free of any trash and debris. At no time shall Permittee store any personal property at the Facilities (other than the Buses).

B. At no time shall Permittee have access to any other City-owned property other than the Facilities, as outlined in Exhibit "A".

C. Permittee shall purchase CNG for the Buses exclusively from the fueling station located adjacent to the Facilities and otherwise as depicted on Exhibit "A". Such fuel purchases shall total at least 3,000 gallons of CNG per month.

D. Permittee shall provide City with the names and telephone numbers of persons to contact in the case of an emergency, and with the name and address of an authorized representative to contact in the case of any other notice or communication.

Section 5. INDEMNITY. Permittee shall defend, indemnify and hold City, its officials, commissions and employees, harmless from and against all claims, damage, demands, causes of action, loss, liability, costs and expenses (including reasonable attorney's fees and court costs) of any kind (collectively "claims") which may be asserted against City, its officials, commissions or employees, for injury to or death of persons or damage to property (including property owned by or under the control of City) arising from the use of the Facilities or activities by Permittee, its employees, members, invitees, or any other person entering the Facilities with the express or implied invitation of

1 Permittee, or from a violation of law, ordinance, or governmental order by Permittee, its  
2 employees, members, invitees, or any other person at the Facilities with the express or  
3 implied invitation of Permittee.

4 Section 6. INSURANCE. Concurrent with the execution of this Permit  
5 and in partial performance of Permittee's obligations hereunder, Permittee shall procure  
6 and maintain at Permittee's expense for the duration of this Permit, including any  
7 extensions, renewals, or holding over thereof, the following insurance coverages from  
8 insurance companies that are admitted to write insurance in the State of California or  
9 from authorized nonadmitted insurers that have ratings of or equivalent to an A:VIII by  
10 A.M. Best and Company:

11 A. Commercial General Liability insurance (equivalent in  
12 coverage scope to ISO form CG 00 01 11 85 or 11 88) in an amount not less than  
13 One Million Dollars (\$1,000,000) combined single limit per occurrence and  
14 covering the Permittee's operations under or in connection with this Permit. If the  
15 policy contains a general aggregate, the general aggregate shall be in an amount  
16 not less than Two Million Dollars (\$2,000,000). Such insurance shall include, as  
17 may be applicable to Permittee's operations under or in connection with this  
18 Permit, broad form contractual liability, products and completed operations liability.  
19 City, its officials, employees and agents shall be added as additional insureds by  
20 endorsement (equivalent in coverage scope to ISO form CG 20 26 11 85). This  
21 insurance shall contain no special limitations on the scope of protection afforded to  
22 City, its officials, employees and agents, and shall provide cross-liability protection.

23 B. Worker's Compensation insurance as required by the  
24 California Labor code.

25 Any self-insurance program or self-insured retention must be approved  
26 separately in writing by City and shall protect City, its officials, employees, and agents in  
27 the same manner and to the same extent as they would have been protected had the  
28 policy or policies not contained retention provisions.

1 Each insurance policy shall be endorsed to state that coverage shall not be  
2 suspended, voided, materially changed, or canceled by either party except after thirty  
3 (30) days prior written notice to City, and shall be primary to City. Any insurance or self-  
4 insurance maintained by City shall be excess to and shall not contribute to insurance or  
5 self-insurance maintained by Permittee.

6 Permittee shall deliver to City certificates of insurance and the required  
7 endorsements for approval as to sufficiency and form prior to commencement of this  
8 Permit. The certificates and endorsements for each insurance policy shall contain the  
9 original signature of a person authorized by that insurer to bind coverage on its behalf.  
10 Permittee shall, at least thirty (30) days prior to expiration of such policies, furnish City  
11 with evidence of renewals. City reserves the right to require complete certified copies of  
12 all said policies at any time.

13 Such insurance as required herein shall not be deemed to limit Permittee's  
14 liability relating to performance under this Permit. The procuring of insurance shall not be  
15 construed as a limitation on liability or as full performance of the indemnification and hold  
16 harmless provisions of this Permit. Permittee understands and agrees that,  
17 notwithstanding any insurance, Permittee's obligation to defend, indemnify, and hold City,  
18 its officials, agents, and employees harmless hereunder is for the full and total amount of  
19 any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner  
20 connected with the operations of Permittee.

21 Not more frequently than every two (2) years, if in the opinion of City the  
22 amount of the foregoing insurance coverages are not adequate, Permittee shall amend  
23 the insurance coverage as required by City's Risk Manager or designee.

24 Any modification or waiver of the insurance requirements herein shall be  
25 made only with the written approval of City's Risk Manager or designee.

26 In the event of any litigation or arbitration between Permittee and City, the  
27 prevailing party shall be entitled to recover its reasonable attorney's fees.

28 Section 7. ASSIGNMENT. Permittee shall not assign this Permit or any

1 interest herein nor allow the transfer hereof, whether by operation of law or otherwise.  
2 Any attempted transfer or assignment shall be void and confer no rights on a transferee  
3 or assignee. If Permittee files for bankruptcy or becomes insolvent, then City may revoke  
4 this Permit by giving three (3) calendar days' notice.

5 Section 8. NOTICE. Any notice or approval shall be in writing and either  
6 delivered personally or sent by prepaid, first-class mail, deposited in the U.S. Postal  
7 Service and addressed to Permittee at the address first shown above and to City at 2400  
8 E. Spring Street, Long Beach, CA 90806, Attn: Director of Gas & Oil Department. Notice  
9 of change of address shall be given in the same manner as stated herein for other  
10 notices. Notice shall be deemed given on the date deposited in the mail or the date of  
11 personal delivery, whichever first occurs.

12 Section 9. CONTINUATION OF RIGHTS. Revocation or expiration of  
13 this Permit shall not terminate the rights or liabilities of either party which accrued or  
14 existed during the effective dates of this Permit.

15 Section 10. NONDISCRIMINATION. In its use of the Facilities and  
16 subject to applicable laws, Permittee shall not discriminate against any person on the  
17 basis of race, religion, national origin, color, age, gender, sexual orientation, gender  
18 discrimination, AIDS, AIDS related condition, handicap, disability, or veteran status.

19 Section 11. WAIVER OF CLAIMS. City shall not be liable for and  
20 Permittee hereby waives all claims against City and its officials, commissions, and  
21 employees for loss or damage to the Buses or Permittee's other personal property, or for  
22 injury to or death of persons due to theft, fire, flood, burglary, vandalism, or any other  
23 cause whatsoever, at the Facilities except to the extent caused by City's gross  
24 negligence or willful misconduct.

25 Section 12. NO WAIVER OF RIGHTS. The acceptance of any payment  
26 or service by City shall not operate as a waiver of any provision of this Permit. The  
27 waiver of any violation or noncompliance of this Permit shall be in writing and shall not  
28 constitute a waiver of any other or subsequent violation or noncompliance.

1           Section 13. NO LEASEHOLD. Permittee acknowledges that, by this  
2 Permit, it does not acquire any right, title, or interest of any kind (including but not limited  
3 to a leasehold interest) in the Facilities or any part thereof but is only granted the privilege  
4 to use the Facilities.

5           Section 14. RESERVATION OF RIGHTS. City reserves the right to do  
6 any work at the Facilities for preservation, maintenance and operation. City shall inform  
7 Permittee when such work is necessary and impacts Permittee's use of the Facilities.

8           Section 15. NO ALTERATIONS. Permittee shall not make any  
9 alterations, additions, modifications or improvements to the Facilities.

10          Section 16. AMERICANS WITH DISABILITIES ACT. Permittee shall have  
11 and be allocated the sole responsibility to comply with the Americans with Disabilities Act  
12 ("ADA") with respect to its use of the Facilities and Permittee shall defend, indemnify and  
13 hold City, its officials, commissions, and employees harmless from and against any  
14 claims of failure to comply with or violation of the ADA.

15          Section 17. SIGNS. Permittee shall not post or display signs,  
16 advertisements, promotional material or the like at the Facilities.

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

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By signing below, Permittee agrees to and shall perform the terms and conditions of this Permit.

PROFESSIONAL PARKING, a California corporation

3/4/14, 2014

By [Signature]  
Name RALPH CARDIN  
Title PRESIDENT

\_\_\_\_\_, 2014

By [Signature]  
Name Mario Montenegro  
Title COO

"Permittee"

CITY OF LONG BEACH, a municipal corporation

4.1, 2014

By [Signature] Assistant City Manager  
\_\_\_\_\_  
City Manager

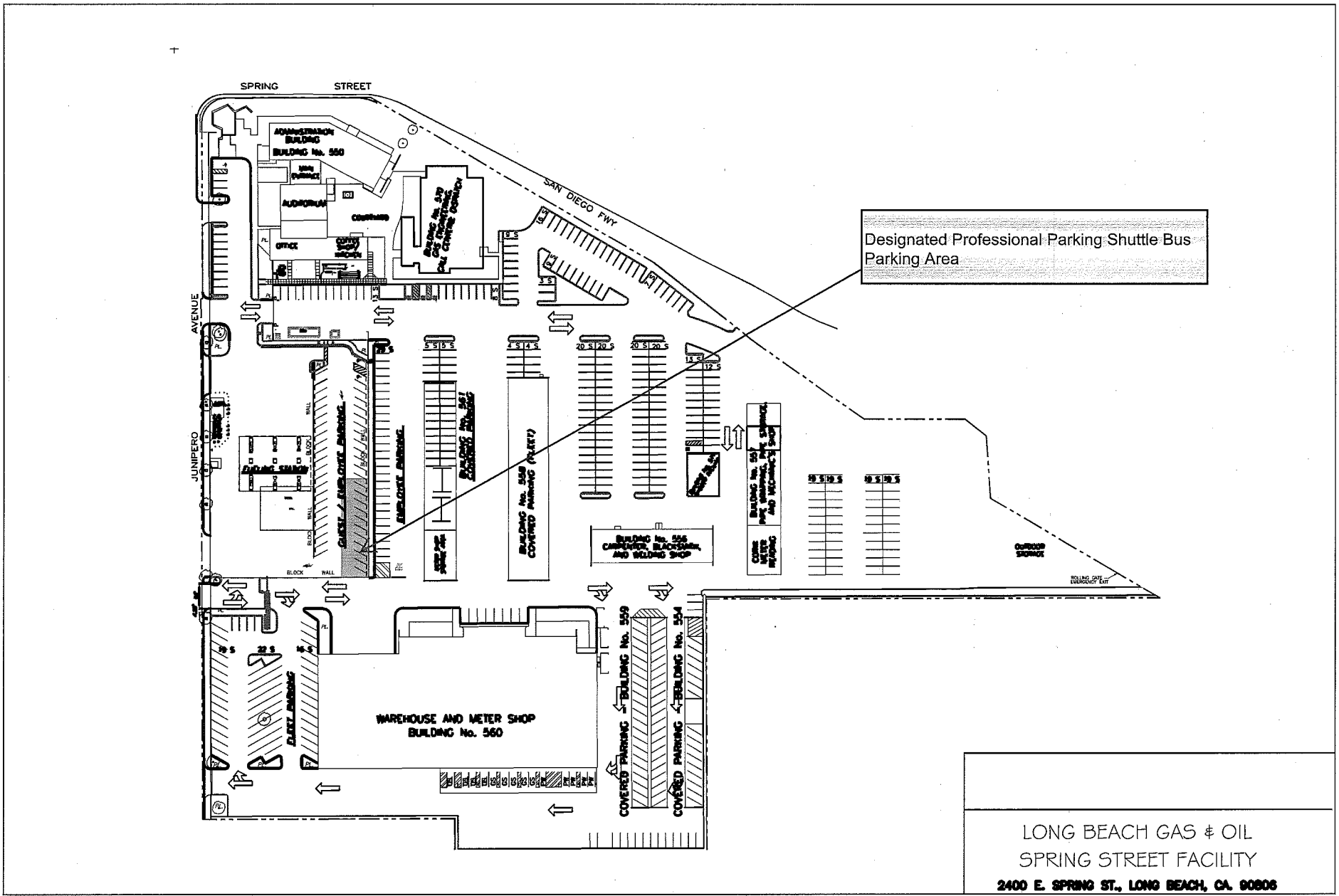
"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Permit is approved as to form on March 13, 2014

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy



Designated Professional Parking Shuttle Bus Parking Area

LONG BEACH GAS & OIL  
 SPRING STREET FACILITY

2400 E. SPRING ST., LONG BEACH, CA. 90806

Exhibit A