

**PUBLIC WALKWAYS OCCUPANCY PERMIT**

P -00013

This Public Walkways Occupancy Permit ("Permit") is granted this 2nd day of October, 2014, pursuant to minute order adopted by the City Council of the City of Long Beach at its meeting held on September 2, 2014, to SUPER MEX RESTAURANTS, INC., a California corporation ("Permittee"), whose address is 732 East First Street, Long Beach, California 90802, as the operator of Super Mex Restaurant and lessee of premises at 4711 East Second Street, Long Beach, California.

Permission is granted to Permittee to occupy the public right-of-way with the following obstruction: **low barrier, four (4) tables and eight (8) chairs** at (address), Long Beach, California. Dimensions and location of the area to be occupied are as shown on Exhibit "A", incorporated by reference and made a part of this Permit; provided that all obstructions are placed only within the permit area shown on Exhibit "A".

This Permit is granted with reference to the following facts:

1. Permittee proposes to occupy the public right-of-way as shown on Exhibit "A"; and
2. The proposed occupancy will not now or at any time interfere with continued public use of the public street right-of-way; and
3. That there is no present or foreseeable conflicting public need for the proposed use of the public street right-of-way area and its temporary withdrawal from public use will not be injurious or detrimental to the public; and
4. That this use of a portion of the public street right-of-way is consistent with proper and lawful street uses and the use is approved; and
5. The City Engineer has determined that this use is in compliance with Chapter 14.14 of the Long Beach Municipal Code, all related to temporary use of the public rights-of-way.

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

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

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

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

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

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

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

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

24          8.     The area in front of the entrance to the business shall not be  
25 obstructed by barricades, chairs, tables or other furniture.

26          9.     The Permittee shall place all obstructions, and any accessories or  
27 equipment located within a dining or entertainment area, in strict accordance with Fire  
28 Department and Health and Human Services Department standards and contained within

1 Chapter 14.14 of the City of Long Beach Municipal Code.

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

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

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

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

26 14. The following additional conditions shall apply to public walkway  
27 occupancy permits for dining or entertainment areas:

28 A. Any dining or entertainment area shall be defined by

1 placement of sturdy fencing or other suitable barriers, not to exceed forty-eight (48)  
2 inches in height, as approved by the City Engineer. Such barriers may only be affixed to  
3 public property with the prior approval of the City Engineer.

4 B. All accessories to dining or entertainment uses such as plants  
5 or planter boxes, umbrellas, podiums, menu boards, musical equipment and heaters may  
6 not exceed those enumerated on Exhibit "A", and must be located inside the barrier, as  
7 shown on Exhibit "A".

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

12 D. The Permittee shall be responsible for cleaning the public  
13 walkway occupied by a dining or entertainment area.

14 E. Sidewalk dining or entertainment is permitted to operate  
15 between the hours of 10:00 a.m. and 10:00 p.m. only.

16 15. Any permit issued within the downtown area as defined on Exhibit  
17 "B" and made a part of this Permit shall comply with all of the foregoing requirements and  
18 the following additional requirements:

19 A. No tents or windbreaks may be used in, over, or around dining  
20 or entertainment areas.

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

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

28 D. The following are prohibited on the public walkway in the

1 downtown area: television monitors, canopies and A-frame signs.

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

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

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

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

5           19. In partial performance of this obligation, Permittee shall obtain and  
6 keep in full force and effect such public liability insurance and property damage insurance  
7 as required by the Long Beach Municipal Code.

8           20. Nothing in this Permit shall be construed to excuse compliance by  
9 Permittee with any and all of the laws and ordinances of City and State; neither shall this  
10 Permit be deemed to obviate the necessity of Permittee's obtaining such other permits or  
11 licenses as are required to conduct specific activities within the area, including but not  
12 limited to entertainment or the sale, service or consumption of alcoholic beverages.

13           21. The terms of this permit shall be enforced by the procedure set forth  
14 on Exhibit "C", attached and made a part of this permit.

15           22. In case suit shall be brought for the recovery of possession of all or  
16 any portion of the public right-of-way or because of the breach of any covenant contained  
17 in this Permit to be kept and performed on the part of Permittee, Permittee shall pay to  
18 City reasonable attorneys' fees which shall be fixed by the court.

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

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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.

SUPER MEX RESTAURANTS, INC., a California corporation

July 17, 2014

By [Signature]  
Name Jed Orozco  
Title Treas

July 17, 2014

By [Signature]  
Name MARIA EL OROZCO  
Title V.P.

"PERMITTEE"

CITY OF LONG BEACH, a municipal corporation

October 2, 2014

By [Signature] Assistant City Manager  
City Manager

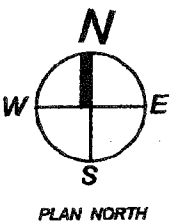
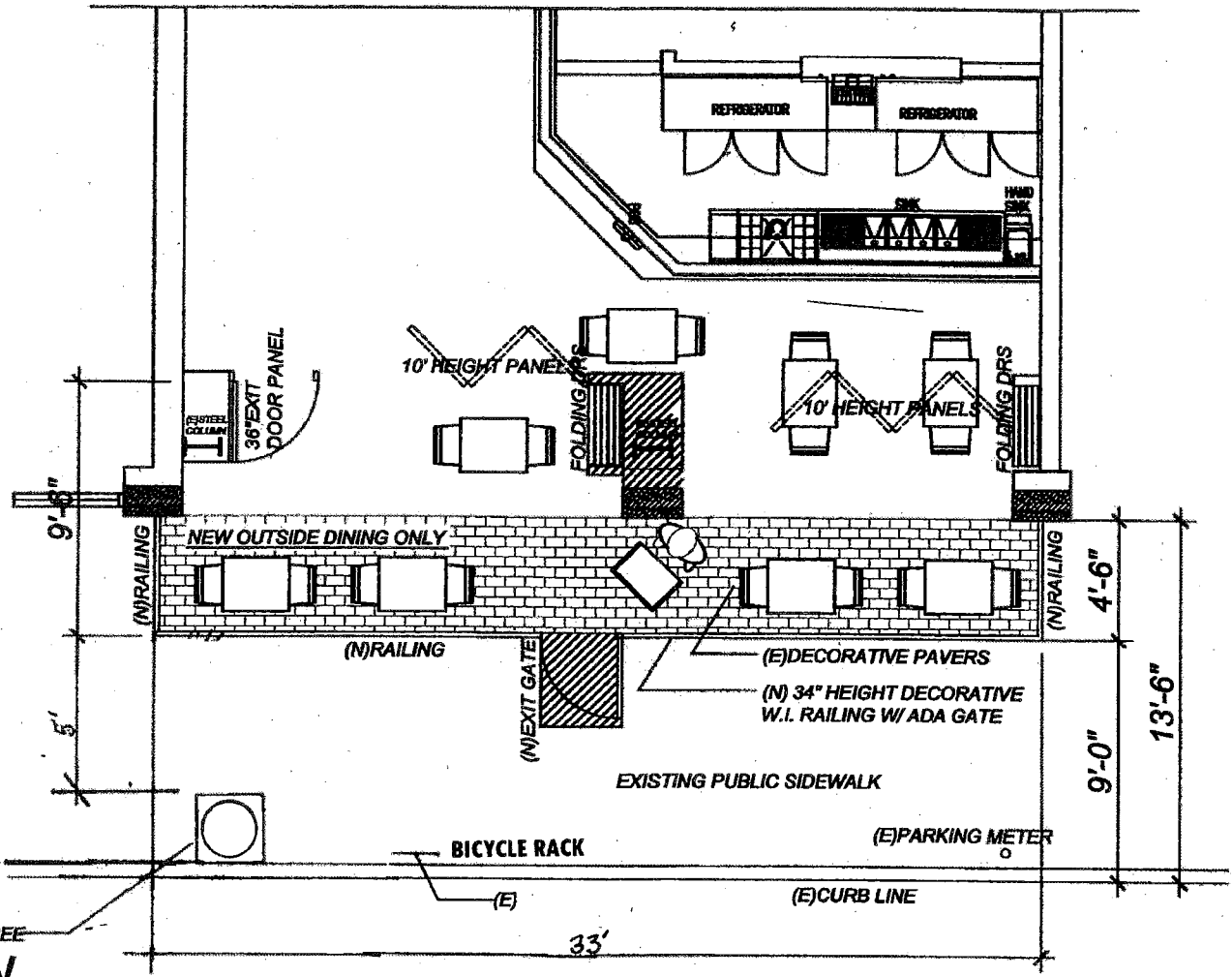
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"CITY"

Approved as to form this 15th day of Sept., 2014.

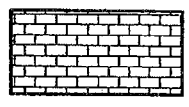
CHARLES PARKIN, City Attorney

By [Signature]  
Deputy City Attorney



SECOND STREET

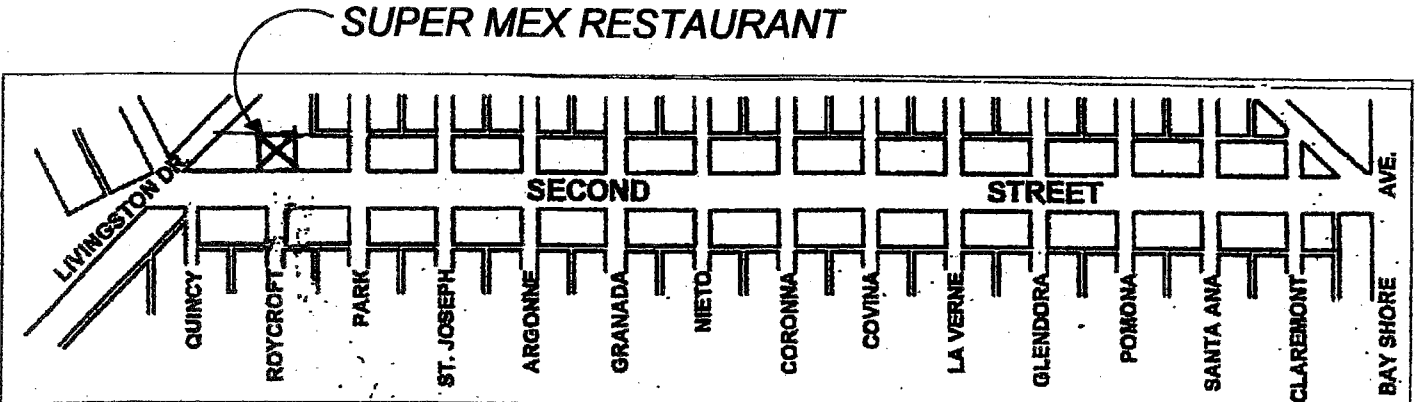
**PUBLIC SIDEWALK PLAN**



INDICATES AREA OF PERMIT



INDICATES AREA FOR PASSAGE





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

Restaurant: SUPER MEX RESTAURANT Permittee: SUPER MEX RESTAURANTS, INC.

Address: 4711 EAST SECOND ST. Telephone: (562) 755-2250

Tables number: 4

Chairs number: 8

Umbrella(s) height & number: \_\_\_\_\_

Heater(s) height & number: \_\_\_\_\_

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

Waiter station size: \_\_\_\_\_

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: Manuel Orozco Jr. Date: 1-29-14

Print name here: Manuel OROZCO JR.

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

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

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**EXHIBIT "B"**

"Downtown area" means the area bounded northerly by the centerline of Tenth Street; westerly by the centerline of Maine Avenue north of First Street, and the centerline of Golden Avenue south of First Street and the centerline of Golden Shore and its southerly prolongation; easterly by the centerline of Lime Avenue north of First Street and the centerline of Alamitos Avenue and its southerly prolongation south of First Street; southerly by the mean high tide line of the Pacific Ocean and its prolongation across the entrance to Pacific Terrace Harbor and Queen's Way Landing Boat Basin.

EXHIBIT "C"

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)  
2/17/2014

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(les) 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).

<b>PRODUCER</b> Colony West Financial Insurance Services License # 0C42420 201 East Sandpointe Dr #360 Santa Ana CA 92707	<b>CONTACT NAME:</b> PHONE (714) 542-4870 FAX (714) 542-4871 E-MAIL ADDRESS: Certificates@colony-west.com											
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: <b>Nationwide Mutual Insurance Co</b></td> <td>23787</td> </tr> <tr> <td>INSURER B: <b>Technology Insurance Company</b></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: <b>Nationwide Mutual Insurance Co</b>	23787	INSURER B: <b>Technology Insurance Company</b>		INSURER C:		INSURER D:		INSURER E:
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INSURER C:												
INSURER D:												
INSURER E:												
<b>INSURED</b> SUPER MEX RESTAURANTS INC 732 E 1ST ST LONG BEACH CA 90802-5110												

COVERAGES **CERTIFICATE NUMBER** Master Cert 13-14 **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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	ACP7825249421	12/1/2013	12/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per 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 \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ACP7825249421	12/1/2013	12/1/2014	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		ACP7825249421	12/1/2013	12/1/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	TWC3368320	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Referenced Property: 4711 E. 2nd St. Long Beach CA 90803.  
 Certificate holder is named as additional insured with respect to General Liability per the following endorsement form Acknowledgement of additional insured status state of political subdivisions - permits relating to premises form 78-11-07 (01-01) Primary and Non-Contributory applies to General Liability.

APPROVED AS TO FORM  
 3/3 2014  
 CHARLES PARKIN, City Attorney

<b>CERTIFICATE HOLDER</b> (562) 570-5176 City of Long Beach, its officials, employees, and agents. Office of the City of Engineer 333 West Ocean Boulevard, 10th Long Beach, CA 90802	<b>CANCELLATION</b> 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 J O'Connell/MONICA
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# CITY OF LONG BEACH

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

230 West Ocean Boulevard, 10<sup>th</sup> Floor • Long Beach, California 90802 • (562) 570-6275 FAX (562) 570-5178

APPROVED AS TO FORM

3/3 2014  
CHARLES PARKIN, City Attorney

LINDA T. VU  
DEPUTY CITY ATTORNEY

## General Liability Endorsement - Public Walkways Occupancy Permits

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

### A. GENERAL LIABILITY POLICY INFORMATION

- Insurance Company Nationwide Mutual Insurance Co (Allied Ins.)
- Policy No. ACP7825249421 Policy Term (from) 12-1-13 (to) 12-1-14
- Endorsement effective date 2/13/14 Endorsement expiration date 12-1-14
- Name of Insured Super Mex Restaurants Inc; Super Mex Rest Express Inc
- Address of Named Insured 732 E. 1st St. Long Beach CA 90802-5110
- Address of Permitted Operations 4711 E. 2nd St Long Beach CA 90803-5310
- Deductible or Self-Insured Retention (nil unless otherwise specified) \$ 2,500
- 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: Claims Dept Customer Service Nationwide Mutual/Allied Ins  
(Name) (Title) (Company)

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

TELEPHONE: 1 (800) 421-3535 FAX: (877) 307-9528

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

I, (print name) Wendy Guzman, 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 2-13-14

TITLE Account Rep ORGANIZATION: Chority West

ADDRESS 201 E. Sandpointe Ave #0360 Santa Ana CA

TELEPHONE: (714) 542-4870 FAX NO. (714) 542-4871 9270