

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

PUBLIC WALKWAYS OCCUPANCY PERMIT

P - 00047

This Public Walkways Occupancy Permit ("Permit") is granted this 10TH day of August, 2015, pursuant to minute order adopted by the City Council of the City of Long Beach at its meeting held on May 12, 2015, to TUPELO RESTAURANTS, INC., a California corporation ("Permittee"), whose address is 2225 Hancock Street, San Diego, California 92110, as the operator of Bo-Beau Kitchen and lessee of premises at 144 Pine Avenue, Long Beach, California.

Permission is granted to Permittee to occupy the public right-of-way with the following obstruction: **low barrier, sixteen (16) lounge tables, twelve (12) lounge couches, and ten (10) custom posts holding planters** at 144 Pine Avenue, 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

1 following terms and conditions:

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

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

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

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

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

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

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

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

27 9. The Permittee shall place all obstructions, and any accessories or
28 equipment located within a dining or entertainment area, in strict accordance with Fire

1 Department and Health and Human Services Department standards and contained within
2 Chapter 14.14 of the City of Long Beach Municipal Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 directly or indirectly, from Permittee's operations on or the condition, use or misuse of the
2 public street right-of-way, including liability, claims or damages to or as a result of any
3 structures or fixtures on the public street right-of-way or appurtenances to it.

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

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

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

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

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

TUPELO RESTAURANTS, INC., a California corporation

APRIL 20, 2015

By [Signature]
Name DAVID COHN
Title PRESIDENT

JUNE 1, 2015

By [Signature]
Name LESLIE COHN
Title [Signature]

"PERMITTEE"

CITY OF LONG BEACH, a municipal corporation

8/10/ 2015

By [Signature]
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

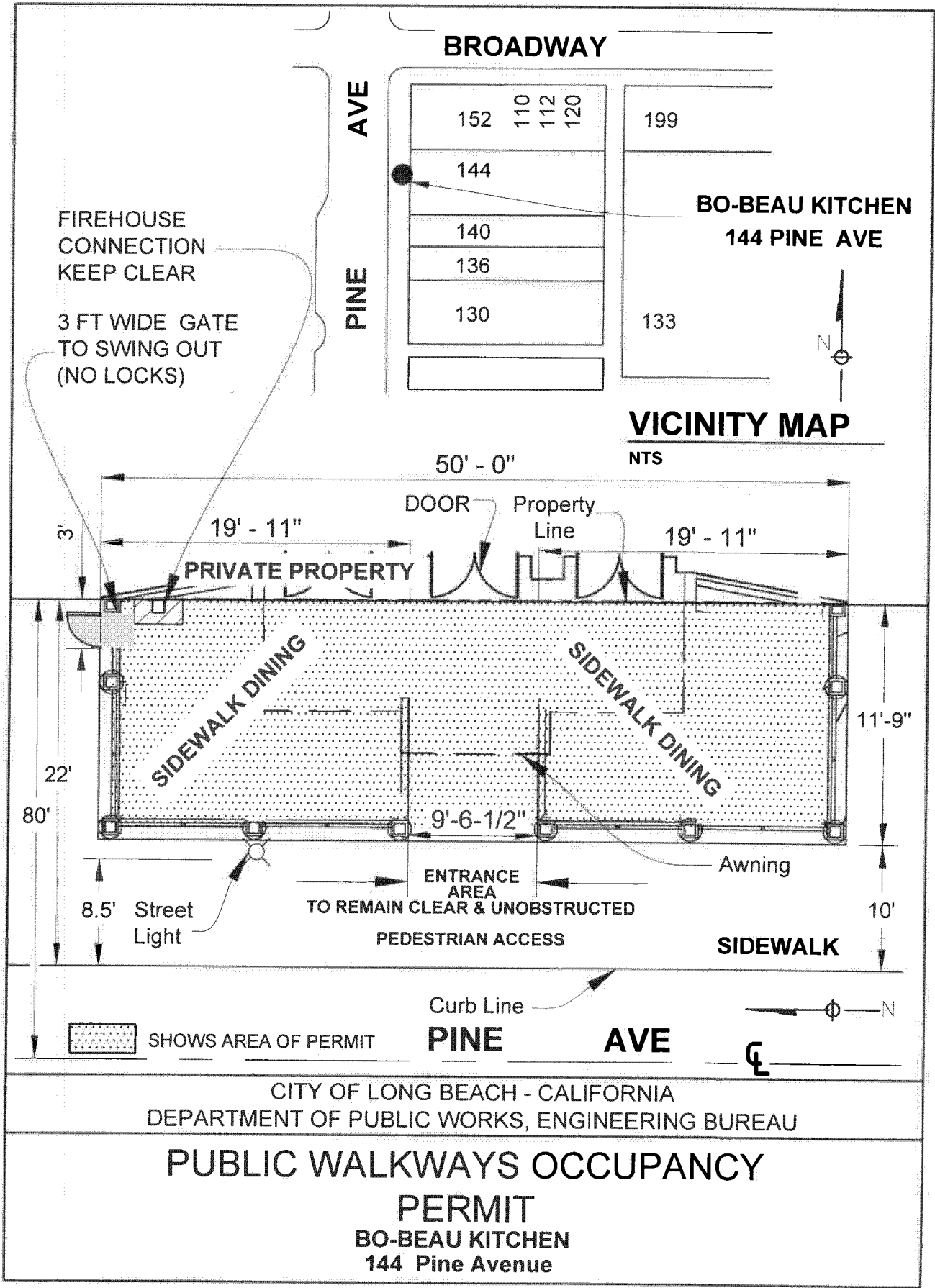
"CITY" Assistant City Manager

Approved as to form this 13th day of July, 2015.

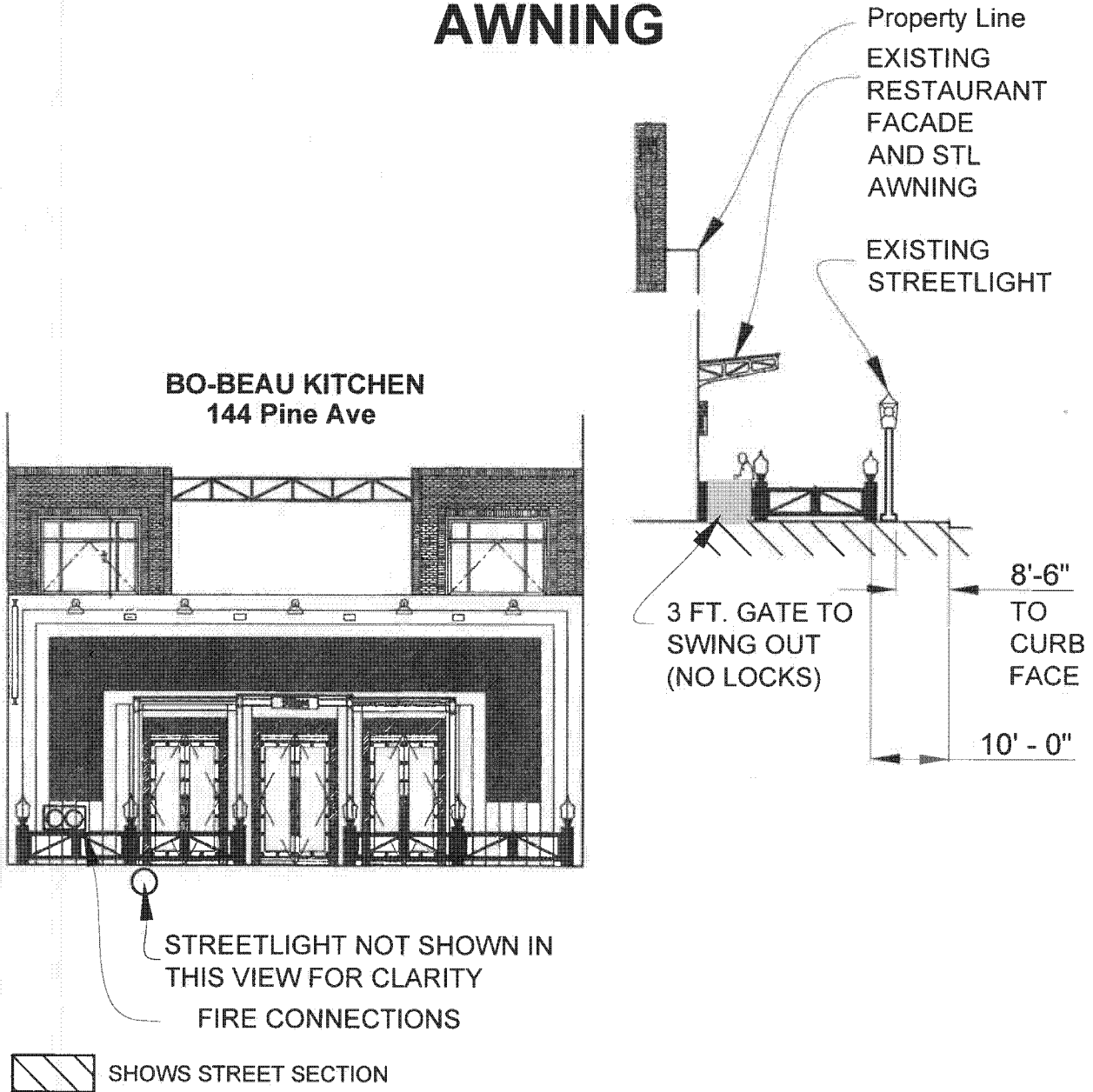
CHARLES PARKIN, City Attorney

By [Signature]
Deputy City Attorney

EXHIBIT "A"



SIDEWALK DINING FACADE AND STEEL AWNING



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

PUBLIC WALKWAYS OCCUPANCY

PERMIT
BO-BEAU KITCHEN
144 Pine Avenue

ATTACHMENT

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

Applicant: BOBEAU Permittee: TUPELO RESTAURANTS, INC
Address: 144 PINE AVENUE Telephone: (601) 459-5612

Tables
number: 16 LOUNGE TABLES

Chairs
number: 12 LOUNGE COUCHES - CUSTOM

Umbrella(s)
height & number: _____

Seater(s)
height & number: _____

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

Water station
note: _____

Planters for trees or other greenscaping
scribe: (10) CUSTOM POSTS HOLDING THE PLANTERS.
POSTS WILL BE STEEL, PLANTS WILL BE SUCCULENTS.

Per: _____

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

- Following are prohibited:
- canopies (ground supported)
- television monitors

Signature: David Cohn Date: JUNE 24, 2014
Name: DAVID COHN, PRESIDENT

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

EXHIBIT "B"

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"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.

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EXHIBIT "C"

**PUBLIC WALKWAYS OCCUPANCY PERMITS
ENFORCEMENT PROCESS**

1. Letter of information sent to Permittee regarding Long Beach 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 Long Beach 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.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/9/2014

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(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 License # 0E67768 IOA Insurance Services-ORG 130 Vantis, Suite 250 Aliso Viejo, CA 92656	CONTACT NAME: Stephen Levitus PHONE (A/C, No, Ext): (310) 792-7415 E-MAIL ADDRESS: stephen.levitus@ioausa.com	FAX (A/C No): (949) 297-5960
	INSURER(S) AFFORDING COVERAGE	
INSURED Cohn Restaurant Group 2225 Hancock Street San Diego, CA 92110	INSURER A: Golden Eagle Insurance Corporation	NAIC # 10836
	INSURER B: Peerless Insurance Company	NAIC # 24198
	INSURER C: Fireman's Fund Insurance Company of Hawaii, Inc	NAIC # 39500
	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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X X	CBP8928343	09/09/2014	09/09/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 EBL \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA8928543	09/09/2014	09/09/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<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		SUO15122286	09/09/2014	09/09/2015	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability		CBP8928343	09/09/2014	09/09/2015	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Long Beach, its officials, employees and agents are included as additional insureds per policy form CG 20 13 (04/13). Primary/Noncontributory wording and Waiver of Subrogation applies where required by written contract or agreement per policy form GECC 602 (01/11).

APPROVED AS TO SUFFICIENCY
Michael Aliso
RISK MANAGER
CITY OF LONG BEACH

APPROVED AS TO FORM
10/23, 2014
CHARLES PARKIN, City Attorney

CERTIFICATE HOLDER City of Long Beach Office of the City Engineer Attn: Bill Pittman 333 West Ocean Boulevard, 10th Floor Long Beach, CA 90802	CANCELLATION By <i>Linda T. Vi</i> DEPUTY CITY ATTORNEY 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>[Signature]</i>
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CITY OF LONG BEACH

APPROVED AS TO FORM

10/23/2014

DEPARTMENT OF PUBLIC WORKS ATTN: RIGHT OF WAY COORDINATOR CHARLES PARKIN, City Attorney

333 West Ocean Boulevard, 10th Floor • Long Beach, California 90802 • (562) 570-8975 FAX (562) 570-7181

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 Golden Eagle Insurance Corporation
- Policy No. CBP 8928343 Policy Term (from) 09/09/2014 (to) 09/09/2015
- Endorsement effective date _____ Endorsement expiration date _____
- Name of Insured Cohn Restaurant Group
- Address of Named Insured 2225 Hancock Street, San Diego, CA 92110
- Address of Permitted Operations 144 Pine Avenue, Long Beach, CA 90802
- Deductible or Self-insured Retention (nil unless otherwise specified) \$ N/A
- Policy Limits: Occurrence \$ 1,000,000 General Aggregate: \$ \$2,000,000
- Policy Form equivalent to: CG 00 01 _____ CG 00 02 _____ GL 00 02 _____

APPROVED AS TO SUFFICIENCY
MICHAEL ALLEN
POLICY MANAGER
CITY OF LONG BEACH
10/21/14

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: Cameron Fan Sr Claim Specialist Liberty Mutual
(Name) (Title) (Company)

ADDRESS: PO Box 515097, Los Angeles, CA 90051-5097

TELEPHONE: (619) 744-6426 FAX: (email: Cameron.Fan@LibertyMutual.com)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) Stephen Levitus, warrant that I have authority to bind the insurance company list _____ by my signature hereon do so bind this company.

SIGNATURE OF AUTHO [Signature] (original signature required) DATE 10/16/14

TITLE: VP ORGANIZATION: IOA Insurance Services

ADDRESS 21250 Hawthorne Blvd., Suite 700, Torrance, CA 90503

TELEPHONE: (310) 792-7415 FAX NO. (310) 792-7415

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE
OR GOVERNMENTAL AGENCY OR SUBDIVISION
OR POLITICAL SUBDIVISION – PERMITS
OR AUTHORIZATIONS RELATING TO PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

APPROVED AS TO FORM

10/23, 2014
CHARLES PARKIN, City Attorney

By [Signature]
LINDA T. VU
DEPUTY CITY ATTORNEY

State Or Governmental Agency Or Subdivision Or Political Subdivision:

City of Long Beach, its officials, employees and agents

APPROVED AS TO SUFFICIENCY
[Signature]
RISK MANAGER
CITY OF LONG BEACH
DATE: 10/21/14

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
2. The construction, erection or removal of elevators; or
3. The ownership, maintenance or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

Item 8. is replaced with:

8. Transfer of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V – DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"

a. Is changed to:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

- 23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- 24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT

- 1. Paragraph 2. under **SECTION II – WHO IS AN INSURED** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of:

- a. Your ongoing operations performed for that person or organization; or
- b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.