

1 PERMIT TO OPERATE CLOTHING WASHERS AND DRYERS

2 **34134**

3 Pursuant to a minute order adopted by the City Council of the City of Long
4 Beach ("City") at its meeting on October 20, 2015, the City hereby grants permission to
5 DADSON WASHER SERVICE, INC., a California corporation, whose address is 5511
6 West Adams Boulevard, Los Angeles, California 90016 ("Permittee") as follows:

7 1. PERMISSION. Permittee is hereby granted exclusive permission to
8 install, maintain and operate at Permittee's sole cost and expense coin-operated washers
9 and dryers for clothing at the various locations listed in Exhibit "A" attached hereto and
10 incorporated herein by this reference ("Permit Areas").

11 2. TERM. The term of this Permit shall commence at 12:01 a.m. on
12 September 1, 2015, and shall terminate at midnight on April 30, 2016, unless revoked prior
13 to said termination date as provided herein.

14 3. FACILITIES PROVIDED BY CITY. Permittee takes the permit areas
15 "as is", with no additional improvements or Items to be furnished by the City.

16 4. ITEMS FURNISHED BY PERMITTEE. Permittee shall supply all
17 machinery, materials, supplies, and operating equipment ("Items") necessary to conduct
18 the operations permitted hereunder at Permittee's sole cost and expense. Permittee shall
19 furnish two whirlpool commercial washers, model number CAW 2762, or better and two
20 whirlpool commercial dryers, model number CGM 2761, or better at each Permit Area.
21 These Items shall be clearly labeled with Permittee's name, address and telephone number
22 and the process for obtaining a refund.

23 5. MAINTENANCE BY CITY. The City shall not be liable for any loss
24 suffered by Permittee as a result of the malfunctioning or defect of any equipment or facility
25 or services provided by the City. The City reserves the right to do any and all work of any
26 nature necessary for preservation, maintenance, and operation of the Permit Areas,
27 excluding Permittee's Items described above. Permittee shall be given reasonable notice
28 when such work may become necessary and shall adjust operations so that the City may

1 proceed expeditiously.

2 6. MAINTENANCE BY PERMITTEE. Permittee shall, at its sole cost and
3 expense, maintain, repair and replace its Items in a clean and sanitary condition acceptable
4 to the City, and in good operating condition and repair at all times. Permittee's Items and
5 the Permit Areas surrounding these Items shall be kept free of rubbish, litter and debris by
6 Permittee. Failure to maintain as required herein shall be grounds for revocation of this
7 Permit.

8 7. UTILITIES. The City shall pay the monthly charges for water, gas,
9 electricity and sewer for two washers and two dryers at each location. Permittee shall pay
10 all charges for all costs related to installation fo any connections to any utility.

11 8. PERMIT FEE.

12 A. Permittee shall on or before the 10th day of the calendar month
13 next following the month during which the term hereof begins and on or before the
14 10th day of each succeeding calendar month thereafter during the term of this
15 Permit, pay to the City at 2760 Studebaker Road, Long Beach California 90815, a
16 Permit fee, without set off, deduction or demand, equal to fifty percent (50%) of
17 gross receipts derived by Permittee from the operations permitted hereunder for the
18 immediately preceding calendar month. "Gross receipts" shall mean the total of (a)
19 all revenues made in, on, through or from the Permit Areas relating to Permittee's
20 Items, whether for cash or credit and whether payment is actually made or not.

21 B. Permittee shall transmit with each monthly payment of Permit
22 fees a monthly concessionaire report showing daily and monthly gross receipts from
23 the operations permitted hereunder for the month for which said Permit fee is being
24 paid.

25 C. In the event Permittee fails to make the monthly payment of
26 Permit fees or monthly report when due, Permittee shall pay to the City a late charge
27 of \$25.00. If a due date falls on a non-workday for the City, the late charge shall not
28 apply until the end of the next workday. If there are any unusual circumstances for

1 Permitee's failure to pay when due, the City, at its discretion, may waive the late
2 charge.

3 D. Permitee shall submit to the City on or before the 10th day of
4 January of each year throughout the term of this Permit, a statement of gross
5 receipts in a format acceptable to the City.

6 9. BOOKKEEPING AND AUDITING.

7 A. Permitee shall maintain a method of accounting for all the
8 receipts and disbursements in connection with this Permit which correctly and
9 accurately reflects the gross receipts and disbursements received or made by
10 Permitee from the operations permitted hereunder. The method of accounting,
11 including bank accounts established for the operations permitted hereunder, shall
12 be separate from the accounting system used for any other business operated by
13 Permitee or for recoding Permitee's personal financial affairs.

14 B. Such method shall include but not be limited to keeping the
15 following documents: regular books of accounting such as general ledgers, journals
16 including any supporting and underlying documents such as vouchers, checks,
17 tickets, bank statements, State and Federal income tax returns and sales tax
18 returns, checks and other documents proving payment of sums shown.

19 C. The City shall have the right to require any other accounting
20 records from Permitee that the City deems necessary for the proper reporting of
21 receipts. Said documents, books and accounting records shall be open for
22 inspection and re-inspection by any authorized representative of the City at any
23 reasonable time during the term of this Permit and for one (1) year thereafter.
24 Failure to keep any records required to be maintained above, or failure to allow full
25 inspection or re-inspection of said records, shall be grounds for immediate
26 revocation of this Permit.

27 D. In addition to the right of inspection, the City shall have the right
28 from time to time to conduct an audit and re-audit of the books and operations

1 permitted hereunder and Permittee shall cooperate fully. If the report of gross
2 receipts disclosed by such audit and observation, Permittee shall within ten (10)
3 days after billing therefor by the City pay any amount due the City as disclosed by
4 said audit, any late charges that are due, and the costs of such audit if the deficiency
5 in payment exceeds five percent (5%) of the Permit fees actually paid by Permittee.
6 The City shall refund any overpayment of Permit fees discovered by an audit.

7 10. BOND FOR FAITHFUL PERFORMANCE. Prior to the execution of
8 this Permit by the City, Permittee shall provide a faithful performance bond from a surety
9 company, satisfactory to the City, a check certified by a reasonable bank, or a certificate
10 of deposit payable to the City in the amount of Five Hundred Dollars (\$500.00). If Permittee
11 fails to perform any term of this Permit, the sum guaranteed by the faithful performance
12 bond, check or certificate of deposit shall be used by the City to reimburse it for any cost
13 or loss occurred by reason of said failure. Said bond, check or certificate of deposit shall
14 be held by the City during the term of this Permit. All faithful performance bonds and
15 certificates of deposit shall include a provision giving to the City thirty (30) days' prior written
16 notice of cancellation.

17 11. INDEMNITY. Permittee shall defend, protect, indemnify and hold
18 harmless the City, its officials, employees and agents from and against any and all claims,
19 demands, loss, damage, causes of action, liability, cost or expense (including reasonable
20 attorney's fees) arising from or connected with the alleged acts or omissions of Permittee,
21 its employees, agents, or invitees in connection with the operations permitted hereunder
22 or the condition of the Permit Areas surrounding Permittee's Items.

23 12. INSURANCE. Concurrent with the execution of this Permit, Permittee
24 shall procure and maintain at Permittee's expense, during the term of this Permit and any
25 renewal hereof, from an insurer admitted in California or having a minimum rating
26 equivalent to A:VIII in Best's Insurance Guide:

27 (a) Commercial general liability insurance, including fire legal liability and
28 products, with a combined single limit of at least One Million Dollars (\$1,000,000) for each

1 occurrence or Two Million Dollars (\$2,000,000) general aggregate. The City, its officials,
2 employees, and agents shall be covered as additional insureds with respect to liability
3 arising from activities performed by or on behalf of Permittee, or the use of the Permit
4 Areas. Said insurance shall be primary insurance with respect to City and shall contain a
5 cross liability endorsement.

6 (b) Workers' compensation insurance as required by the California Labor
7 Code.

8 (c) "All Risk" property insurance in an amount sufficient to cover the full
9 replacement value of Permittee's personal property, improvements and Items at the Permit
10 Areas.

11 (d) Upon the execution of this Permit, Permittee shall deliver to City
12 certificates of insurance with original endorsements evidencing the coverage herein. The
13 certificates and endorsements shall be signed by a person authorized by the insurer to bind
14 coverage on its behalf. City reserves the right to require compete certified copies of all
15 policies at any time.

16 (e) Said insurance shall contain an endorsement requiring thirty (30)
17 days' prior written notice from insurers to City before cancellation or change of coverage.

18 (f) Said insurance may provide for such deductibles or self-insured
19 retention as may be acceptable to the City Manager or designee. In the event such
20 insurance does provide for deductibles or self-insured retention, Permittee agrees that it
21 shall fully protect City, its officials, and employees in the same manner as these interests
22 would have been protected had the policy or policies not contained a deductible or retention
23 provisions. With respect to damage to property, City and Permittee hereby waive all rights
24 of subrogation, one against the other, but only to the extent that collectible commercial
25 insurance is available for said damage.

26 (g) The procuring of said insurance shall not be construed as a limitation
27 on Permittee's or as full performance on Permittee's part of the indemnification provisions
28 of this Permit and Permittee understands and agrees that, notwithstanding any insurance,

1 Permittee's obligation to defend, protect, indemnify and hold harmless the City, its officials,
2 employees and agents hereunder is for the full amount of any claim, damage, cause of
3 action, loss, demand, liability, expense, or cost caused by the condition of the Permit Areas
4 or in any manner connected with or attributed to the acts of omissions of Permittee, its
5 officers, employees, agents, or invitees, or the operations conducted by Permittee of the
6 Permittee's use, misuse, or neglect of the Permit Areas surrounding Permittee's Items.

7 (h) Any modification or waiver of these insurance requirements herein
8 shall only be made with the written consent of the City Risk Manager.

9 13. LICENSES, PERMITS AND TAXES. Permittee shall obtain and pay
10 for all licenses and permits required for its operations at the Permit Areas, including but not
11 limited to necessary Coastal Commission approvals. In addition, Permittee shall pay all
12 taxes levied, including any possessory interest taxes.

13 14. TRANSFER OR ASSIGNMENT. This Permit only grants Permittee
14 the privilege to perform the operations permitted hereunder on the Permit Areas, and
15 Permittee by this Permit acquires hereunder no right, title, or interest of any kind in the
16 Permit Areas. Permittee shall not sublet the Permit Areas or any part thereof or allow the
17 same to be used by any other person or for any other purpose, nor assign this Permit or in
18 any manner convey or transfer any privilege herein granted nor delegate any duties
19 hereunder without the prior approval of the City. This Permit shall not be transferred by
20 attachment, execution, proceedings in insolvency or bankruptcy, either voluntary or
21 involuntary, or receivership proceedings (collectively "transfer"). Any attempted subletting,
22 assignment, delegation, conveyance, or transfer shall be null and void and have no force
23 or effect and the City may immediately revoke this Permit.

24 15. STANDARDS OF SERVICE.

25 A. Permittee shall conduct business in a manner acceptable to the
26 City. A response time of no more than twenty-four (24) hours shall be required for
27 each call for service.

28 B. The City shall have the right to approve the level of service

1 rendered and to order such service improved, discontinued or remedied. If the
2 quality of service or product supplied or the cleanliness of the operations are not at
3 a level satisfactory to the City or do not adequately meet the needs of the public, or
4 if Permittee violates any of the terms or conditions of this Permit, then the City shall
5 have the right to revoke this Permit by giving prior notice of revocation to Permittee.
6 However, Permittee may request in writing within three (3) days after receipt of said
7 notice a hearing before the Director of City's Department of Parks, Recreation and
8 Marine if the City notifies Permittee that this Permit will be revoked due to
9 Permittee's failure to operate at a satisfactory level.

10 16. CONTROL OF PERMIT AREAS. The City shall have and retain
11 absolute control of the Permit Areas. If necessary for the health, welfare or safety of the
12 public, or as a result of revocation of this Permit, the City shall have the right to enter the
13 Permit Areas and immediately take possession of them, and remove, relocate or use the
14 Items described in Section 4 hereof at Permittee's full cost and expense until arrangements
15 can be made by the City for other Items to replace those of Permittee.

16 17. LAWS. Permittee shall comply with all applicable municipal, state and
17 federal laws, rules, regulations, and ordinances and the directives or instructions of the City
18 relating to the operations permitted hereunder. Failure to do so may result in the immediate
19 revocation of this Permit. Permittee shall obtain and display, as required, all other permits
20 or licenses, including but not limited to those from the City's Department of Health and
21 Human Services and business licenses.

22 18. CONDUCT. Permittee shall at all times conduct the operations
23 permitted hereunder in an orderly manner to the satisfaction of the City, and in a manner
24 that will not create a nuisance.

25 19. BURGLARY. The City shall not be liable for any damage or loss to
26 any of Permittee's Items or Permittee's receipts, including but not limited to damage or loss
27 resulting from burglary, theft, vandalism, fire, or natural disaster.

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20. PRICES.

A. All prices charged for the operations permitted hereunder by Permittee shall be subject to the prior approval of the City. The standards used to approve or disapprove prices shall be the prevailing market price for the same service or grade of operations permitted hereunder.

B. The City may require Permittee to provide written justification of price increases, including but not limited to a listing of similar operations charging comparable prices or notification from suppliers or operators regarding price increases. Before January 1 each year Permittee shall submit in writing to the City a list of all prices and the prices of any other Items, services and operations to be sold. The City shall notify Permittee of the approval or disapproval of the Items, services, and operations listed and Permittee shall not alter the list of approved prices without the prior approval of the City. The City reserves the right to revoke its approval of any listed price when it appears that the price is above the prevailing market price for the same grade or quality of operations permitted hereunder or merchandise.

21. INSPECTION. The City, through its employees or independent contractors, shall have the right to inspect and observe Permittee's operations. During these inspections, the City shall have the right to use photographic devices and other instruments for recoding conditions and activities at the Permit Areas.

22. CLEANLINESS. Permittee shall keep the area surrounding the operations permitted hereunder in a neat, clean, safe, sanitary condition satisfactory to the City. Permittee shall not allow any offensive or refuse matter, any substance constituting a fire hazard, any material detrimental to the public health, or any hazardous material on the Permit Areas.

23. ALTERATIONS TO THE PERMIT AREAS. Permittee shall not make any alterations, additions, or other improvements of any character to the Permit Areas without the prior approval of the City. Any approved alterations changes, additions or other

1 improvements shall be at the sole cost and expense of Permittee. Any alterations,
2 changes, additions, or other improvements may, at the option of the City, become the
3 property of the City. The facilities connected with the operations permitted hereunder shall
4 be compatible with planned or existing improvements and facilities in, on, or near the
5 Permit Areas. Permittee shall confine the operations permitted hereunder to that area set
6 aside for its operations.

7 24. NONDISCRIMINATION.

8 A. In connection with performance of this Permit and subject to
9 applicable rules and regulations, Permittee shall not discriminate against any
10 employee or applicant for employment because of race, religion, national origin,
11 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or
12 disability. Permittee shall ensure that applicants are employed, and that employees
13 are treated during their employment, without regard to these bases. These actions
14 shall include, but not be limited to, the following: employment, upgrading, demotion
15 or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay
16 or other forms of compensation, and selection for training, including apprenticeship.

17 B. It is the policy of City to encourage the participation of
18 Disadvantaged, Minority and Women-owned Business Enterprises in City's
19 procurement process, and Consultant agrees to use its best efforts to carry out this
20 policy in its use of subconsultants and contractors to the fullest extent consistent
21 with the efficient performance of this Agreement. Consultant may rely on written
22 representations by subconsultants and contractors regarding their status.
23 Consultant shall report to City in May and in December or, in the case of short-term
24 agreements, prior to invoicing for final payment, the names of all subconsultants
25 and contractors hired by Consultant for this Project and information on whether or
26 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
27 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

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1 25. HEALTH AND SAFETY. Permittee shall correct safety deficiencies
2 and violation of safety practices immediately and shall cooperate fully with the City in the
3 investigation of accidents occurring on the Permit Areas or in connection with the
4 operations permitted hereunder. If Permittee fails to correct dangerous conditions which
5 have led or, in the opinion of the City could lead to injury, the City may immediately revoke
6 this Permit notwithstanding anything to the contrary herein.

7 26. USE OF AREA. Permittee, in the conduct of the operations permitted
8 hereunder, shall not in any manner whatsoever interfere with regular use of any facilities,
9 park areas or the Permit Areas for their intended purpose, i.e., the enjoyment by the public.

10 27. APPROVAL. Any approval, consent or permission to be obtained by
11 Permittee from the City shall be in writing and Permittee's failure to obtain same shall not
12 relive Permittee of Permittee's obligations to faithfully perform the provisions of this Permit.
13 Permittee shall immediately comply with any written request or order submitted to
14 Permittee by the City.

15 28. OTHER PERMITS. Permittee may use the Permit Areas solely for the
16 purposes stated in this Permit. The City shall have the right to grant permits for different
17 purposes or similar purposes in different locations and Permittee shall cooperate fully with
18 any other Permittees in the vicinity.

19 29. REVOCAION. If Permittee fails, neglects or refuses to improve or
20 change the operations permitted hereunder or to conform to the rules, regulations,
21 directions or instructions from the City or fails, neglects or refuses to pay the monthly Permit
22 fees or any part thereof after the same shall become due, or fails to perform any of the
23 provision herein, and said failure, neglect, or refusal continues for a period of thirty (30)
24 days after notice thereof to Permittee, then the City may immediately revoke this Permit.
25 Revocation of this Permit shall not impair any other right or remedy of the City hereunder.

26 Notwithstanding anything herein to the contrary and except for provisions
27 allowing immediate revocation, this Permit may be revoked by the City for any reason
28 whatsoever on thirty (30) days' prior notice of such revocation to Permittee

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

1 30. NO WAIVER. The acceptance of all or part of any Permit fees by the
2 City after the failure, neglect, or refusal of Permittee shall not be deemed a waiver of any
3 provision of this Permit or of any right to indemnity or to any right to revoke this Permit.
4 Any waiver by the City of the failure, neglect, or refusal of Permittee shall be in writing and
5 shall not constitute a waiver of any other or subsequent failure, neglect, or refusal.

6 31. RESTORATION OF PERMIT AREAS. Upon the expiration or sooner
7 revocation of this Permit, Permittee shall remove the Items described in Section 4 hereof
8 from the Permit Areas within thirty (30) days from notice from the City to make such removal
9 and to restore the Permit Areas to the condition existing at the time Permittee's use
10 commenced, to the satisfaction of the City. If said Items are not removed within that period,
11 they shall become the property of the City or, at the option of the City, they may be removed
12 and the restoration performed and Permittee charged for the labor and materials required
13 to perform the work plus any overhead costs.

14 32. NOTICES. All Notices shall be in writing and personally delivered or
15 deposited in the U. S. Postal Service, first class, postage prepaid to Permittee at the
16 address shown above, and to the City at 2760 Studebaker Road, Long Beach, California
17 90815-1697, Attn: Director. Notice of change of address shall be given in the same manner
18 as stated for other notices. Notice shall be deemed given on the date deposited in the mail
19 or on the date personal service is obtained, whichever first occurs.

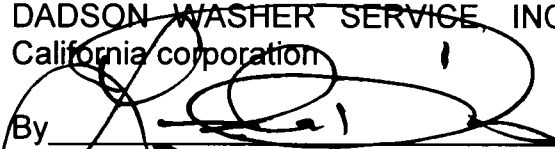
20 33. AMERICANS WITH DISABILITIES ACT. Permittee shall have and be
21 allocated the sole responsibility to comply with the Americans with Disabilities Act ("ADA")
22 with respect to the operation of the clothing washers and dryers and shall defend, indemnify
23 and hold City harmless from and against all claims of failure to comply with or violation of
24 the ADA.

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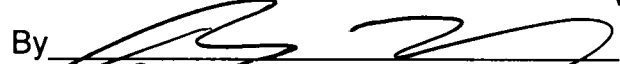
1 Permittee agrees to and shall perform the terms, covenants, and conditions
2 imposed upon Permittee under this Permit.

3 DADSON WASHER SERVICE, INC., a
4 California corporation

5 Nov 20, 2015

6 By 
Name Doreen Linda
Title Customer Service Manager

7 Dec 2, 2015

8 By 
Name Rodney Goldberg
Title President

9 "Permittee"

10 CITY OF LONG BEACH, a municipal
11 corporation

12 Dec. 28, 2015

13 By 
City Manager
14 Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

15 "City"

16 This Permit is approved as to form on 12/16, 2015.

17 CHARLES PARKIN, City Attorney

18 By 
Deputy

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

EXHIBIT A**Dadson Washer Service Inc.
Coin-Operated Laundry Equipment Locations**

| LOCATION | EQUIPMENT |
|---|---|
| Shoreline Marina 250 East Shoreline Drive Boat owner restroom D2 Adjacent to gangway J | 8 – Washers Maytag Model No. MAT12SLWW 8 – Dryers Maytag Model No. MDG16CSDWW |
| Shoreline Marina 400 East Shoreline Drive Boat owner restroom D5 Adjacent to gangway Y | 8 – Washers Maytag Model No. MAT12SLWW 8 – Dryers Maytag Model No. MDG16CSDWW |
| Alamitos Bay Marina Boat owner restroom – Basin 8 6200 Costa Del Sol | 2 – Washers Speed Queen Model No. EA2520WT 2 – Dryers General Electric Model No. DDC6000 |