



1 shall arrange for the immediate removal of its testing equipment and off-site disposal of  
2 its samples and debris from the testing in accordance with applicable federal and state  
3 laws and regulations and shall restore the Site substantially to its condition at the  
4 commencement of this Agreement. All permits and manifests for Licensee's activities,  
5 transportation and disposal of its samples and debris shall be in the name of Licensee or  
6 its representatives and shall be at no cost to City. During its use of and entry upon the  
7 Site, Licensee shall at all times comply with all laws, ordinances, rules, and regulations of  
8 all federal, state, and local governmental authorities having jurisdiction over the Site and  
9 Licensee's activities thereon, including without limitation (i) all provisions of the Long  
10 Beach Airport Rules and Regulations and Minimum Standards, dated August 21, 1998,  
11 and any amendments thereto or replacements thereof, and (ii) rules and regulations  
12 promulgated by the Federal Aviation Administration (collectively, "Laws"). Licensee, at its  
13 cost, shall promptly remove and/or treat and dispose of all hazardous materials released  
14 or caused to be released by Licensee or its representatives in accordance with all Laws  
15 and the instructions and permits issued by governmental agencies having jurisdiction.

16           5. Licensee shall defend, indemnify, hold, protect and save harmless  
17 the City of Long Beach and its officials, commissioners, employees, and agents  
18 ("Indemnified Parties") from and against any and all actions, suits, proceedings, claims,  
19 demands, damages, losses, liens, costs, expenses or liabilities, of any kind or nature  
20 whatsoever ("Claims") which may be brought, made, filed against, imposed upon or  
21 sustained by the Indemnified Parties, or any of them, alleging any connection with this  
22 Agreement or activities described in this Agreement. City shall notify Licensee of any  
23 such Claim, shall tender its defense to Licensee, and assist Licensee, as may be  
24 reasonably requested, in such defense. Upon such notification and tender, Licensee  
25 shall have independent duties to defend such Claim, and to indemnify the Indemnified  
26 Parties except to the extent that injury, death or property damage is determined by a  
27 court of competent jurisdiction to have been caused by the gross negligence or willful  
28 misconduct of the Indemnified Parties or any of them. Payment of a Claim shall not be a

1 condition precedent to an indemnified party's right to defense and indemnity.

2           6. As a condition precedent to the effectiveness of this Agreement, and  
3 without limiting Licensee's obligations of indemnity set forth above, and prior to entering  
4 the Site or commencing any physical actions or activity under this Permit, Licensee, at its  
5 cost, shall procure and maintain in full force and effect from the time that Licensee starts  
6 physical activity under this Agreement until the expiration of the term of this Agreement,  
7 the following types and levels of insurance:

8           A. commercial general liability insurance with coverage at least  
9 as broad as Insurance Services Office Commercial General Liability Form  
10 CG0001, with a per occurrence limit of not less than \$1,000,000 and if written with  
11 an annual aggregate, the aggregate shall be double the per occurrence limit;

12           B. automobile liability insurance with coverage at least as broad  
13 as Insurance Services Office Form CA0001 covering automobile liability code 1  
14 (any auto), with a limit of not less than \$1,000,000 per accident;

15           C. environmental impairment liability insurance to include on-site  
16 and off-site coverage for bodily injury (including death and mental anguish),  
17 property damage, defense costs and cleanup costs with minimum limits of  
18 \$5,000,000 per loss and \$10,000,000 total all losses. Non-owned disposal site  
19 coverage shall be provided if handling, storing or generating hazardous materials  
20 or any material/ substance otherwise regulated under environmental laws/  
21 regulations.

22           D. Workers' compensation insurance in accordance with the  
23 Labor Code of the State of California and employer's liability insurance with limits  
24 of at least \$1 million per accident or occupational illness.

25           Each such policy shall be from a company or companies with a current A.M.  
26 Best's rating of no less than A:VII and authorized to do business in the State of California,  
27 or otherwise allowed to place insurance through surplus line brokers under applicable  
28 provisions of the California Insurance Code or any federal law. Any deductible or self-

1 insured provision must be approved in writing by the City Manager or designee and shall  
2 protect City, its officials, employees and agents in the same manner and to the same  
3 extent as they would have been protected had the insurance not contained such  
4 provision. The deductible or self-insured amount shall be shown on any evidence of  
5 insurance provided to City, and City reserves the right to limit said amount and to review  
6 Licensee's financial statements if the amount exceeds a level acceptable to City.

7 Each such policy shall be endorsed to provide that the policy shall not be  
8 cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has  
9 been served upon the City Manager by registered or certified mail except ten (10) days  
10 notice shall be sufficient upon cancellation for non-payment of premium.

11 In addition, the policy or policies required under subparagraphs (a) and (c)  
12 above shall be endorsed to provide as follows:

13 i. That the Indemnified Parties, while acting within the  
14 scope of their authority, shall be additional insureds with regard to liability  
15 and defense of suits or claims arising from the operations, products, and  
16 activities performed by or on behalf of the named insured.

17 ii. That such insurance is primary and any other  
18 insurance, deductible, retention or self-insurance maintained by the  
19 Indemnified Parties shall not contribute with such primary insurance.

20 iii. That in the event of one insured incurring liability to any  
21 other insured, the policy shall cover the insured against whom claim is or  
22 may be made in the same manner as if separate policies had been issued  
23 to each insured, except that the limits of insurance shall not be increased  
24 thereby.

25 iv. That the coverage provided therein shall apply to the  
26 obligations assumed by Licensee under the indemnity provisions of this  
27 contract, unless the policy or policies contain a blanket form of contractual  
28 liability coverage.

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v. That any failure by the named insured to comply with reporting provisions of the policy or policies or breaches or violations of warranties shall not affect coverage provided to the Indemnified Parties.

The policy or policies required under subparagraph (c) above shall also be endorsed to provide a waiver of subrogation. Licensee shall deliver either certified copies of the required policies or endorsements on forms approved by the City ("evidence of insurance") to the City Risk Manager for approval as to sufficiency and to the City Attorney for approval as to form. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City Risk Manager. If such coverage is cancelled or reduced, Licensee shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City Risk Manager evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Licensee agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. City shall have the right to withhold any payment due Licensee until Licensee has fully complied with the insurance provisions of this Agreement.

7. Any and all uses of the Site by Licensee and its representatives shall be at their sole risk, cost and expense. Licensee shall be responsible for obtaining any necessary record data for the Site, including environmental status and reports, subsurface utility locations, etc.

8. Licensee shall not assign this Agreement or any interest herein nor allow the transfer thereof whether by operation of law or otherwise. Any attempted transfer or assignment shall be void and confer no right whatsoever upon a transferee or assignee.

9. In the event Licensee shall fail or refuse to perform any term of this Agreement, City may terminate this Agreement without further notice. In the event that

1 Licensee defaults in its obligations under that certain Agreement to Negotiate Exclusively  
2 dated as of even date herewith between the parties hereto (the "ENA"), or the ENA  
3 terminates for any other reason, City may terminate this Agreement upon thirty (30) days  
4 notice.

5           10. Any notices to be given under this Agreement shall be given in  
6 writing. Such notices may be served by personal delivery, facsimile transmission or by  
7 first class regular mail, postage prepaid. Any such notice, when served by mail, shall be  
8 effective two (2) calendar days after the date of mailing of the same, and when served by  
9 facsimile transmission or personal delivery shall be effective upon receipt. For the  
10 purposes hereof, the address of City, and the proper person to receive any such notices  
11 on its behalf, is: Airport Bureau Manager, Long Beach Airport, 4100 Donald Douglas  
12 Drive, Long Beach, California 90808; and the address and FAX number of Licensee as  
13 indicated above.

14           11. Time is of the essence with respect to the performance of every  
15 provision of this Agreement in which time or performance is a factor.

16           12. If there is any legal proceeding between the parties to enforce or  
17 interpret this Agreement or to protect or establish any rights or remedies hereunder, the  
18 prevailing party shall be entitled to its costs and expenses, including reasonable  
19 attorneys' fees.

20           13. Licensee shall not be the agent of City for any purpose and shall not  
21 represent itself as such to third parties.

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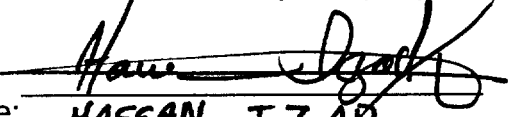
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OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

LONG BEACH AIRPARK LLC,  
a California limited liability company . . .

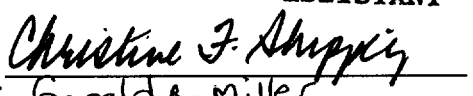
Date: 5/17, 2007

By:   
Name: HASSAN IZAD  
Title: MANAGING MEMBER

"LICENSEE"

CITY OF LONG BEACH,  
a municipal corporation **ASSISTANT**

Date: 6/07, 2007

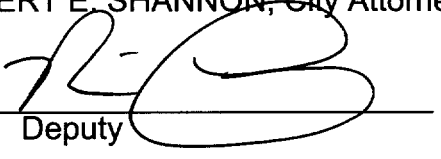
By:   
Name: Gerald R. Miller  
Title: City Manager

"CITY" **EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

The foregoing document is hereby approved as to form.

ROBERT E. SHANNON, City Attorney

Date: 5/31, 2007

By   
Deputy

Attachment



s.smith/public works/engineering 5-1-87

CITY OF LONG BEACH - CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS - CHRISTINE F. ANDERSEN, DIRECTOR

# AIRPORT PARCEL "X-2"

North of San Diego (405) Freeway and East of Cherry Avenue