

1 34”), attached hereto and incorporated herein by this reference. Such revenues shall be
2 distributed between the City and the FSBIA or such successor organization as the City
3 recognizes.

4 2. The City and FSBIA agree to equally share the costs of purchasing
5 and installing pay stations, purchasing and installing signage, installing and removing any
6 sign poles and outdated signs, and third-party project management fees.

7 3. The City agrees to a 3-year repayment period for the previously
8 described costs where one-third of the total cost will be added to total expenses annually.
9 The annual distribution will be equal to the number of payments issued to the FSBIA. The
10 City and FSBIA may agree to an early pay-off timeline.

11 4. Following the recovery by City of the costs of revenue collection,
12 maintenance, purchasing and installing pay stations, purchasing and installing signage,
13 installing and removing any sign poles and outdated signs, and third-party project
14 management fees, the net parking meter revenues (“Parking Meter Monies”) shall be
15 distributed as follows:

16 A. Fifty percent (50%) of the net revenues collected from the
17 parking meters in Parking Zone 34 to FSBIA; the remainder to the City’s General
18 Fund. The FSBIA portion shall be spent as follows:

19 i. Fifty percent (50%) to be used for infrastructure
20 improvements within the Fourth Street Parking and Business Improvement
21 Area (“FSPBIA”) of the City shown on Exhibit “C” and described on Exhibit
22 “D” attached hereto and incorporated herein; and,

23 ii. Fifty percent (50%) to be used for marketing efforts that
24 promote businesses located within the FSPBIA.

25 5. FSBIA shall account for the receipt and expenditure of Parking Meter
26 Monies in its annual report to the City.

27 6. FSBIA may carry-over unspent Parking Meter Monies from one year
28 to the next, provided funds are accurately accounted for in the FSBIA’s annual report to

1 the City.

2 7. FSBIA will use none of the funds it receives for any purpose not
3 enumerated herein, including but not limited to, any expense (including administration and
4 overhead) in support of any political activity.

5 8. The term of this Agreement will commence upon its execution and
6 shall continue in effect unless sooner terminated as provided in this Agreement.

7 9. Either party may terminate this Agreement by giving the other party
8 ninety (90) days' prior written notice.

9 10. Indemnification. FSBIA shall defend, indemnify, and hold harmless the
10 City, its Commissions and Boards, and their officials, employees, and agents from and
11 against any and all demands, claims, causes of action, liability, loss, liens, damage, costs,
12 and expenses (including attorney's fees) arising from or in any way connected or alleged
13 to be connected with FSBIA's performance of the work under this Agreement and from any
14 act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by
15 FSBIA, its employees, agents, or subcontractors either as a sole or contributory cause,
16 sustained by any person or entity (including employees or representatives of City or
17 FSBIA). The foregoing shall not apply to claims or causes of action caused by the sole
18 negligence or willful misconduct of the City, its Commissions and Boards, or their officials,
19 employees, or agents.

20 11. Insurance. As a condition precedent to the effectiveness of this
21 Agreement, FSBIA shall procure and maintain at FSBIA's expense for the duration of this
22 Agreement from an insurance company that is admitted to write insurance in the State of
23 California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the
24 following insurance:

25 A. Commercial general liability insurance equivalent in coverage
26 scope to ISO CG 00 01 10 93 naming the City of Long Beach, and its officials,
27 employees, and agents as additional insureds on a form equivalent in coverage
28 scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action,

1 expenses, costs, or liability for injury to or death of persons, or damage to or loss of
2 property arising out activities performed by or on behalf of the FSBI in an amount
3 not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million
4 Dollars (US \$2,000,000) in general aggregate.

5 B. Workers' compensation coverage as required by the Labor
6 Code of the State of California and Employer's liability insurance with minimum limits
7 of One Million Dollars (US \$1,000,000) per accident or occupational illness. The
8 policy shall be endorsed with a waiver of the insurer's right of subrogation against
9 the City of Long Beach, and its officials, employees, and agents.

10 C. As applicable, Commercial automobile liability insurance
11 equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than
12 Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL)
13 covering Symbol 1 ("any auto").

14 D. As applicable, professional liability or errors and omissions
15 liability insurance in an amount not less than One Million Dollars (\$1,000,000) per
16 claim and in aggregate covering the services provided pursuant to this Agreement.

17 Any self-insurance program or self-insurance retention must be approved
18 separately in writing by City and shall protect the City of Long Beach, and its officials,
19 employees, and agents in the same manner and to the same extent as they would have
20 been protected had the policy or policies not contained retention provisions. Each
21 insurance policy shall be endorsed to state that coverage shall not be suspended, voided,
22 or canceled by either party except after thirty (30) days prior written notice to City, and shall
23 be primary and not contributing to any other insurance or self-insurance maintained by
24 City.

25 12. As part of the consideration thereof, FSBI, for itself, its heirs,
26 personal representatives, successors-in-interest, assign, and subcontractors, if any, does
27 hereby covenant and agree that, subject to the application of relevant laws, rules and
28 regulations, no person shall be excluded from participation, denied the benefits of, or be

1 otherwise subjected to discrimination related to any services or activities furnished
2 pursuant to this Agreement or any subcontract awarded by FSBI, on the bases of race,
3 religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or
4 disability.

5 13. This Agreement, including all Exhibits, constitutes the entire
6 understanding between the parties and supersedes all other agreements, oral or written,
7 with respect to the subject matter in this Agreement.

8 14. Any notices to be given under this Agreement, or otherwise, may be
9 given by enclosing the same in a sealed envelope, addressed to the party intended to
10 receive the same at its address, and by depositing the same into the U.S. Postal service
11 regular mail, postage prepaid, when so given, notice will be effective from the time of
12 mailing of the notice. For these purposes, unless otherwise provided in writing, the address
13 of the City and the proper person to receive any notices on its behalf is the Business
14 Improvement District Manager, 411 W. Ocean Boulevard, 10th Floor, Long Beach, CA
15 90802.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

FOURTH STREET BUSINESS IMPROVEMENT ASSOCIATION, a California non-profit corporation

9/11, 2019

By Jennifer Hill
Name Jennifer Hill
Title President

_____, 2019

By Kathleen Schaff
Name KATHLEEN SCHAFF
Title treasurer

"FSBIA"

CITY OF LONG BEACH, a municipal corporation

December 17, 2019

By Rebecca J. Lauer
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

This Agreement is approved as to form on Oct. 28, 2019.

CHARLES PARKIN, City Attorney

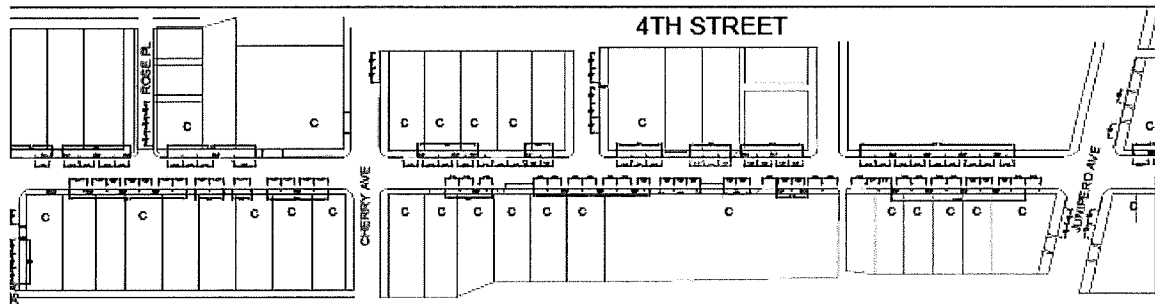
By Shy J. Adams
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona Beach, CA 90802-4664

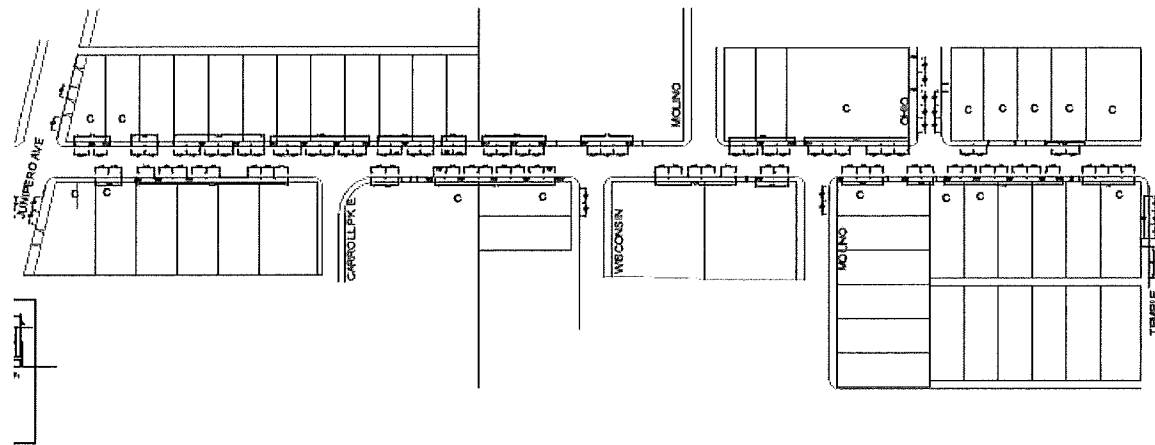
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Exhibit A
Map of Parking Meter Zone 34

4th Street from Hermosa Avenue to Junipero Avenue



4th Street from Junipero Avenue to Temple Avenue



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Lona Beach, CA 90802-4664

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Exhibit B

Description of the Parking Meter Zone 34

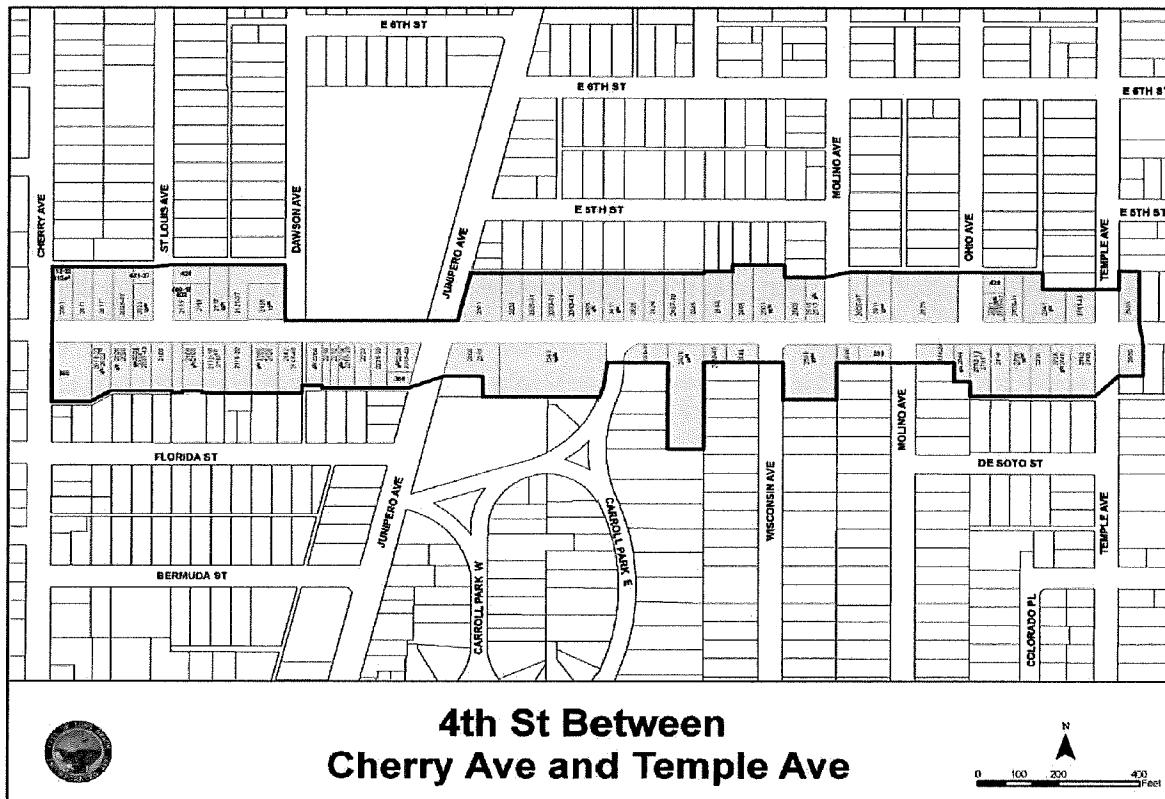
Fourth Street from Hermosa Avenue to Temple Avenue, north and south sides, including side streets intersecting Fourth Street.

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Exhibit C

Map of Fourth Street Parking and Business Improvement Area

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**4th St Between
Cherry Ave and Temple Ave**

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Exhibit D

Description of Fourth Street Parking and Business Improvement Area

Fourth Street between Cherry Avenue and Temple Avenue, north and south sides,
including sides streets intersecting Fourth Street.