

PUBLIC WALKWAYS OCCUPANCY PERMIT

(With Parklet)

P - 00052

This Public Walkways Occupancy Permit ("Permit") is granted this 12TH day of October, 2015, pursuant to minute order adopted by the City Council of the City of Long Beach at its meeting held on June 16, 2015, to AHIMSA FOODS LLC, a California limited liability company ("Permittee"), whose address is 340 East 4th Street, Long Beach, California, as the operator of Ahimsa Vegan Kitchen and lessee of premises at 340 East 4th Street, Long Beach, California.

Permission is granted to Permittee to occupy the public right-of-way, including a temporary sidewalk extension ("Parklet"), and the following obstruction: **low barrier, twelve (12) tables, twenty-six (26) chairs, two (2) ten-foot (10') umbrellas, two (2) eight-foot (8') heaters, four (4) planters to define the edge of the dining area and parklet, four (4) bar counters, and two (2) benches and planters to define the edge of the dining area** at 340 East 4th Street, 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; and

6. The Permittee shall obtain a public works street improvement permit required under Chapter 14.14 of the Long Beach Municipal Code, prior to construction and installation of the proposed Parklet.

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

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

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

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

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

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

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

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

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

standards established by the Fire Department and Health and Human Services Department and contained within Chapter 14.14 of the City of Long Beach Municipal Code.

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

10. The Permittee shall not allow cleaning chemicals, or other foreign matter to flow into street tree wells, and shall otherwise protect the health of adjacent trees, and shall likewise prevent the discharge of litter, cleaning chemicals and all other foreign matter into the storm drain system.

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

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

13. Additional guidelines and conditions set forth in Exhibit "D", attached

1 hereto and incorporated by reference, shall apply to public walkways occupancy permits
2 that include areas provided by a Parklet.

3 14. The following additional conditions shall apply to public walkways
4 occupancy permits for dining or entertainment areas:

5 A. Any dining or entertainment area shall be defined by
6 placement of sturdy fencing or other suitable barriers, as approved by the City Engineer.
7 Such barriers may only be affixed to public property with the prior approval of the City
8 Engineer.

9 B. All tables and chairs and any other accessories to dining or
10 entertainment uses may not exceed those enumerated on Exhibit "A", and must be
11 located inside the permitted area, as shown on Exhibit "A".

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

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

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

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

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

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

1 the barrier.

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

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

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

25 18. Permittee accepts this public right-of-way in its present condition and
26 agrees to maintain the same in a safe, clean, and orderly condition. Any and all uses
27 made of the public right-of-way shall be at the sole risk, cost, and expense of Permittee.
28 Permittee, by its acceptance of this Permit, agrees to indemnify, defend, save and keep

1 City, its officers, agents, and employees free and harmless from and against any and all
2 liability as well as from and against any and all loss, claims, demands, damages,
3 expenses and costs of whatsoever nature arising out of or in any manner resulting,
4 directly or indirectly, from Permittee's operations on or the condition, use or misuse of the
5 public street right-of-way, including liability, claims or damages to or as a result of any
6 structures or fixtures on the public street right-of-way or appurtenances to it.

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

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

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

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

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

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

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.

AHIMSA FOODS LLC, a California limited liability company

June 10, 2015, 2015

By [Signature]
Name Scott Garvey
Title Manager

_____, 2015

By _____
Name _____
Title _____

"PERMITTEE"

CITY OF LONG BEACH, a municipal corporation

Oct. 12, 2015

By [Signature] EXECUTED PURSUANT
City Manager TO SECTION 301 OF
THE CITY CHARTER.

"CITY"

Assistant City Manager

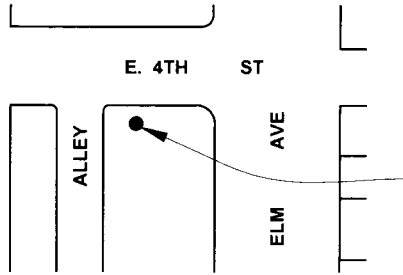
Approved as to form this 9th day of July, 2015.

CHARLES PARKIN, City Attorney

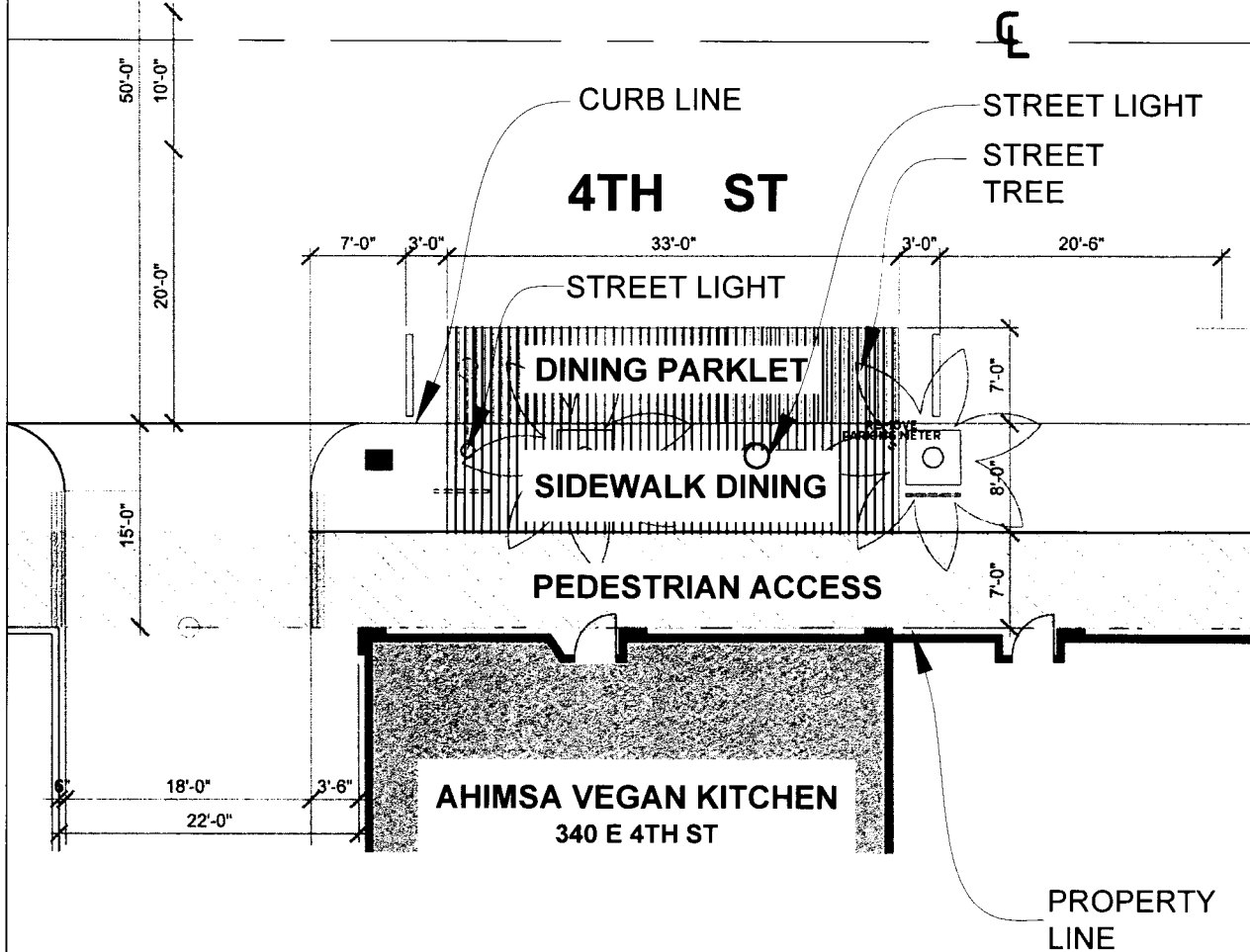
By [Signature]
Deputy City Attorney

VICINITY MAP

NO SCALE



AHIMSA VEGAN KITCHEN



 SHOWS AREA OF PERMIT

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

PUBLIC WALKWAYS OCCUPANCY

PERMIT

AHIMSA VEGAN KITCHEN
340 E. 4TH ST

EXHIBIT A

PAGE 1 OF 2

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

Restaurant: Ahimsa Vegan Kitchen Permittee: Scott Garvey

Address: 340 East 4th Street Telephone: [949) 436-0588

X Tables
number: 12

X Chairs
number: 26

X Umbrella(s)
height & number: 2 - 10'

X Heater(s)
height & number: 2 - 8'

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

____ Waiter station
size: _____


4 Planters for trees or other greenscaping
describe: Planters to define the edge of the dining area and parklet.
Plants will be drought tolerant and/or native.

X Other: 4 Bar Counters [high], 2 benches and planters to define the edge of
the dining area. The parklet will be designed to insulate diners
from car traffic while limiting vision obstructions.

____ 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: 

Date: 5/27/15

Print name here: Scott Garvey

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

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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**

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.

EXHIBIT "D"

**GUIDELINES AND CONDITIONS FOR
TEMPORARY SIDEWALK EXTENSION
("PARKLET")**

1. Applicants for a Parklet shall work with the applicable community organization(s) affected by the installation of a Parklet and submit written evidence showing their approval of (or lack of objection to) parklet installation and the loss of parking spaces.
2. Prior to the installation of a Parklet, complete plans specifying the deck and barrier components and their installation details shall be reviewed and approved by the City Engineer, and a public works street improvement permit shall be obtained from the Department of Public Works Construction Services Division in accordance with Chapter 14.08 of the Long Beach Municipal Code.
3. The Permittee shall be responsible for temporary removal and re-installation of the Parklet due to any permitted construction activity, and shall also be responsible for any damage to any facilities of the City, including but not limited to, the Department of Public Works, the Long Beach Water Department, and public utility companies due to this occupancy.
4. The Permittee shall comply with all terms and conditions of the public works street improvement permit issued for construction and installation of the Parklet, including but not limited to the following, subject to change at the City Engineer's discretion:
 - The Parklet permitted herein shall be confined to the area shown on the plan submitted by the Permittee and approved by the Department of Public Works.
 - The Parklet site shall be located at least one (1) parking spot in from a corner or protected by a bollard, sidewalk bulb-out, or other similar feature, if located at the corner.
 - The street has parking lanes that will not become a use lane during morning or afternoon peak hours, and the Parklet may not extend beyond seven feet (7') from the curb line where there is parallel parking, or fifteen feet (15') from the curb line where there is diagonal parking.
 - Parklets shall be required to have solid edging, such as substantial planters, and a vertical element at least five feet (5') tall at the leading edge of the Parklet (with respect to the direction of travel), which may consist of plant material in a planter. Other safety elements, such as reflective tape, soft hit posts, and wheel stops may be required by the City Traffic Engineer.
 - Parklets shall not be allowed in front of a fire hydrant, or over a manhole or public utility valve or cover.
 - All elements of the above mentioned Parklets shall be constructed and/or installed to conform to the applicable provisions, rules, regulations and guidelines of Long Beach Building Code, the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Accessibility Guidelines (ADAAG), including but not limited to providing and maintaining a minimum four foot (4') clearance between the occupancy permitted herein and any existing street furniture (e.g., utility poles, parking meters, mailboxes, etc.).

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5. The Permittee shall provide maintenance for the Parklet as follows:
- Keep all plants in good health.
 - Keep the Parklet free of graffiti, debris and grime.
 - Adequately maintain the surface.
 - The area under the Parklet shall be maintained in a sanitary condition free from infestation from pests and clear of obstacles to storm water movement along the gutter flow line.
 - As necessary and at the direction of the City Engineer, the Permittee shall remove the Parklet and thoroughly clean under the Parklet area.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/27/2015

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

Kelly Williams Insurance
4400 E. PACIFIC COAST HWY.

LONG BEACH CA 90804

INSURED

Ahimsa Foods LLC

340 E. 4th St.

Long Beach CA 90802-2403

CONTACT NAME: Beverly Mulholland

PHONE (A/C, No, Ext): (562) 498-8661

FAX (A/C, No): (562) 985-0429

E-MAIL: beverly@kellywilliamsins.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A MERCURY CASUALTY COMPANY

11908

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL1551902175

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 |
|-------------------------------------|----------------------------------------------------------------------------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | COMMERCIAL GENERAL LIABILITY | | | | | |
| A | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | |
| | | <input checked="" type="checkbox"/> | CCP0043235 | 5/22/2015 | 5/22/2016 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Combined single limit \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | |
| | OTHER | | | | | |
| | AUTOMOBILE LIABILITY | | | | | |
| | ANY AUTO | | | | | |
| | ALL OWNED AUTOS | SCHEDULED AUTOS | | | | |
| | HIRED AUTOS | NON-OWNED AUTOS | | | | |
| | UMBRELLA LIAB | OCCUR | | | | |
| | EXCESS LIAB | CLAIMS-MADE | | | | |
| | DED RETENTION \$ | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N | | | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N/A | | | | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | |
| | | | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Long Beach, its boards and commissions, and their officials, employees and agents are hereby named as additional insured as covered by this policy.

RE: 340 E. 4th St., Long Beach, CA 90802

APPROVED AS TO FORM

CHARLES PARKIN, City Attorney

CERTIFICATE HOLDER

City of Long Beach
Office of the City Engineer
333 W. Ocean Blvd.
10th Floor
Long Beach, CA 90802

LINDA T. VU
DEPUTY CITY ATTORNEY

CANCELLATION

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

B Mulholland/BEV

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APPROVED AS TO FORM

CITY OF LONG BEACH

6/1 20 15

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

333 West Ocean Boulevard, 10th Floor • Long Beach, California 90802 • (562) 570-6975 FAX (562) 570-5176By Linda T. Vu

LINDA T. VU 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 Mercury Casualty Company
- Policy No. CCP0043235 Policy Term (from) 5/22/15 (to) 5/22/16
- Endorsement effective date 5/22/15 Endorsement expiration date 5/22/16
- Name of Insured Ahimsa Foods LLC
- Address of Named Insured 340 E. 4th St., Long Beach, CA 90802-2403
- Address of Permitted Operations 340 E. 4th St., Long Beach, CA 90802-2403
- Deductible or Self-insured Retention (nil unless otherwise specified) \$ 1,000
- Policy Limits: Occurrence \$ 1,000,000 General Aggregate: \$ 2,000,000
- Policy Form equivalent to: CG 00 01 X 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. Mercury Insurance GroupADDRESS: 11000 Eucalyptus St., Rancho Cucamonga, CA 91730TELEPHONE: (800) 503-3724 FAX: (909) 919-7398**D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, (print name) Beverly Mulholland, 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 5/18/15TITLE: Agent ORGANIZATION: Kelly Williams Ins. Agency, Inc.ADDRESS 4400 E. Pacific Coast Hwy., Long Beach, CA 90804TELEPHONE: (562) 498-8661FAX NO. (562) 985-0429