

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREEMENT TO RENT EQUIPMENT

32466

THIS AGREEMENT TO RENT EQUIPMENT is made and entered by the City of Long Beach ("Long Beach"), in duplicate, as of October 5, 2011, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on October 4, 2011, and the CITY OF SEAL BEACH ("Seal Beach"), subject to and on the terms and conditions stated herein.

WHEREAS, in order to facilitate efficiency and safety in issuing parking citations, Long Beach uses right-side-drive Jeep models in their City parking enforcement activities; and

WHEREAS, Seal Beach desires to test and examine the right-side-drive Jeep model in its own parking enforcement program, and to that end, seeks the short-term use of a Long Beach Jeep; and

WHEREAS, Long Beach is willing to assist Seal Beach by the short-term rental of one parking enforcement Jeep;

NOW, THEREFORE, in consideration of the mutual terms and conditions in this Agreement, the parties agree as follows:

1. Long Beach shall rent one (1) Jeep parking enforcement vehicle with right-side-drive (2006 Jeep Wrangler, Vehicle Number 17177) (the "Equipment") to Seal Beach for use by Seal Beach in its parking enforcement operations.

2. Seal Beach shall purchase its own fuel.

3. Seal Beach shall pay to Long Beach the actual costs of any required maintenance or repairs to the Equipment.

4. Long Beach shall provide Seal Beach a detailed invoice showing actual maintenance and repair costs at the conclusion of the term and Seal Beach shall pay such invoice within thirty (30) days after receipt of such invoice.

5. Seal Beach shall return the Equipment to Long Beach at the end of the term specified herein. If Seal Beach fails to deliver the Equipment sixty (60) days or

1 more after the date possession of the Jeep was taken, then additional rent shall accrue
2 for each day that such failure continues at the rate of One Hundred Dollars (\$100) per
3 day and Seal Beach shall pay the additional rent on receipt of an invoice for same from
4 Long Beach.

5 6. In the event that it becomes necessary for Long Beach to use the
6 Equipment for parking enforcement purposes on an urgent basis, Seal Beach shall return
7 the Equipment to Long Beach upon twenty-four (24) hours notice.

8 7. The term of this Agreement shall begin on the date possession of the
9 Jeep is taken, and shall end sixty (60) days thereafter.

10 8. INSURANCE.

11 A. As a condition precedent to the effectiveness of this
12 Agreement, Seal Beach shall procure and maintain the following types of
13 insurance at Seal Beach's sole expense for the duration of this Agreement,
14 including any extensions, renewals, or holding over thereof, from insurance
15 companies that are admitted to write insurance in the State of California or from
16 authorized non-admitted insurers that have ratings of or equivalent to an A:VIII by
17 A.M. Best Company:

18 i. Commercial automobile liability equivalent in coverage
19 scope to ISO CA 00 01 06 92 covering Symbol 1 with \$1 million combined
20 single limits

21 ii. Comprehensive and collision coverage on the 2006
22 Jeep Wrangler, Vehicle Number 17177, at Replacement Cost with no
23 deductible.

24 B. Long Beach is an additional covered interest with respect to
25 auto liability in connection with the above Agreement and is the loss payee with
26 respect to comprehensive and collision coverage stated above.

27 C. Any self-insurance program or self-insured retention must be
28 approved separately in writing by Long Beach and shall protect Long Beach, its

1 officials, employees, and agents in the same manner and to the same extent as
2 they would have been protected had the policy or policies not contained retention
3 provisions.

4 D. Each insurance policy shall be endorsed to state that
5 coverage shall not be cancelled, nonrenewed or changed by either party except
6 after thirty (30) days prior written notice to Long Beach and shall be primary to
7 Long Beach. Any insurance or self-insurance maintained by Long Beach shall be
8 excess to and shall not contribute to insurance or self-insurance maintained by
9 Seal Beach.

10 E. Seal Beach shall deliver to Long Beach certificates of
11 insurance and the required endorsements for approval as to sufficiency and form
12 prior to commencement of this Agreement. The certificates and endorsements for
13 each insurance policy shall contain the original signature of a person authorized by
14 that insurer to bind coverage on its behalf. Seal Beach shall, at least thirty (30)
15 days prior to expiration of such policies, furnish Long Beach with evidence of
16 renewals. Long Beach reserves the right to require complete certified copies of all
17 said policies at any time.

18 F. Such insurance as required herein shall not be deemed to
19 limit Seal Beach's liability relating to performance under this Agreement. The
20 procuring of insurance shall not be construed as a limitation on liability or as full
21 performance of the indemnification and hold harmless provisions of this
22 Agreement. Seal Beach understands and agrees that, notwithstanding any
23 insurance, Seal Beach's obligation to defend, indemnify, and hold Long Beach, its
24 officials, agents, and employees harmless hereunder is for the full and total
25 amount of any damage, injuries, loss, expense, costs, or liabilities in any manner
26 connected with or attributed to the acts or omissions of Seal Beach, its officers,
27 agents contractors, or employees or the operations conducted by or on behalf of
28 Seal Beach.

1 G. Any modification or waiver of the insurance requirements
2 herein shall be made only with the written approval of Long Beach's Risk Manager
3 or designee.

4 9. Seal Beach shall indemnify and hold Long Beach, its officials and
5 employees harmless from and against any and all liability, claims, demands, damage,
6 causes of action, proceedings, penalties, loss, costs and expenses (including attorney's
7 fees, court costs, and expert and witness fees) (collectively "Claims" or individually
8 "Claim) arising from or related to the rental of the Equipment by Long Beach to Seal
9 Beach. Independent of the duty to indemnify and as a free-standing duty on the part of
10 Seal Beach, Seal Beach shall defend Long Beach and shall continue such defense until
11 the Claim is resolved, whether by settlement, judgment or otherwise.

12 In addition, Seal Beach shall promptly pay all costs relating to damage to or
13 loss or destruction of the Equipment while the Equipment is in the possession of Seal
14 Beach, on receipt of an invoice from Long Beach identifying those costs.

15 10. During the term of the rental, Seal Beach shall operate the
16 Equipment for use in its own parking enforcement program, and shall so identify the
17 Equipment. Seal Beach shall cover any markings identifying the Equipment as owned
18 and operated by Long Beach, including the City seal or emblem and name.

19 11. This Agreement constitutes the entire understanding between the
20 parties and supersedes all other agreements, oral or written, with respect to the subject
21 matter herein. This Agreement shall not be amended except after authorization by the
22 City Council of each party and no provision or breach hereof shall be waived, except in a
23 writing signed by the parties which expressly refers to this Agreement. In its use of the
24 Equipment, Seal Beach shall comply with all laws, ordinances, rules and regulations
25 governing parking enforcement. This Agreement is intended by the parties to benefit
26 themselves only and is not in any way intended or designed to or entered for the purpose
27 of creating any benefit or right for any person or entity of any kind that is not a party to
28 this Agreement.

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

12. Any notice given under this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to the City Clerk of each respective party at City Hall. Notice shall be deemed given on the date personal delivery is made or on the date of deposit in the mail.

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.

CITY OF SEAL BEACH
October 12, 2011 By Bill R. Ingram
Its CITY MANAGER

"Seal Beach"

This Agreement is approved as to form on _____, 2011.

By _____
City Attorney
Seal Beach

CITY OF LONG BEACH
11.10 ~~2011~~ By [Signature] **Assistant City Manager**
2012 City Manager
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER. INVARIANT

"Long Beach"

This Agreement is approved as to form on Dec. 12; 2011.

ROBERT E. SHANNON, City Attorney
By [Signature]
Deputy