OFFICE OF THE CUTY ATTORNEY CHARLES PARKIN, City Attorney 3 West Ocean Boulevard, 11th Floor Long Beach. CA 90802-4664

SECOND AMENDMENT TO AGREEMENT NO. 29297

THIS SECOND AMENDMENT TO AGREEMENT NO. 29297 is made and entered, in duplicate, as of January 10, 2017 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on October 4, 2016, by and between the LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California nonprofit corporation ("Long Beach Transit"), whose address is 1963 East Anaheim Street, Long Beach, California 90813, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City and Long Beach Transit entered into Agreement No. 29297 (the "Agreement") whereby Long Beach Transit agreed to provide public transportation services in the City and in surrounding communities; and

WHEREAS, City and Long Beach Transit entered into a First Amendment to the Agreement to accommodate Long Beach Transit's standard operating procedures; and

WHEREAS, City and Long Beach Transit now desire to extend the term and update certain insurance provisions;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained in Agreement No. 29297 and herein, the parties agree as follows:

- 1. Section 8 of the Agreement is hereby amended to read as follows:
- "8. This Agreement shall commence at 12:01 a.m. on July 1, 2005, and shall terminate at midnight on June 30, 2021. Either party shall have the right to terminate this Agreement at any time, with or without cause, by giving thirty (30) days prior notice of termination to the other party."
- 2. Section 17.B (i) of the Agreement is hereby amended to read as follows:
- "(i) Long Beach Transit's public transportation contractors and subcontractors shall provide Commercial General Liability (CGL) and Commercial Automobile Liability (CA) insurance as required under Section 17(A)(i) in an amount not

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less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate [One Million Dollars (\$1,000,000) combined single limits for auto] (or the coverage and minimum limits as required by the California Public Utilities Code). For public marine transit providers, protection and indemnity insurance with limits of not less than Five Million Dollars (\$5,000,000) per occurrence shall be maintained in addition to the Section 17.A(i),(ii) and (iv) liability. This insurance shall be endorsed to include the City, its officials, employees, and agents as additional insureds and to waive the insurer's rights of subrogation against the City, its officials, employees, and agents. All other applicable insurance requirements under Section 17(A), with the exception of crime and property insurance, apply."

3. Except as expressly modified herein, all of the terms and conditions contained in Agreement No. 29297 are ratified and confirmed and shall remain in full force and effect.

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333 West Ocean Boulevard, 11th Floor Long Beach. CA 90802-4664

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OFFICE OF THE CITY ATTORNEY

CHARLES PARKIN, City Attorney

EXECUTED PURSUANT TO SECTION 301 OF

THE CITY CHARTER,