

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 FOURTH AMENDMENT TO FACILITY USE PERMIT NO. P-00118

2 P - 00118

3 THIS FOURTH AMENDMENT TO FACILITY USE PERMIT NO. P-00118 is
4 made and entered, in duplicate, as of March 8, 2023, for reference purposes only, pursuant
5 to a minute order adopted by the City Council of the City of Long Beach at its meeting on
6 November 10, 2015, by and between THE FILIPINO MIGRANT CENTER, a California non-
7 profit corporation ("Permittee"), whose address is PO Box 9086, Long Beach, California
8 90810, and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City granted permission to Permittee to use space in the West
10 Facilities Center located at 2125 Santa Fe Avenue, Long Beach, California 90810, which
11 space is more particularly shown on Exhibit "A" attached hereto and incorporated herein
12 (the "Permit Area"); and

13 WHEREAS, the parties entered into a First Amendment to update the
14 monthly rental fee amount; and

15 WHEREAS, the parties entered into a Second Amendment to extend the term
16 for one (1) additional one-year period; and

17 WHEREAS, the parties entered into a Third Amendment to extend the term
18 for one (1) additional one-year period; and

19 WHEREAS, the parties currently desire to execute a Fourth Amendment to
20 extend the term for one (1) additional one-year period;

21 NOW, THEREFORE, in consideration of the mutual terms and conditions in
22 Permit No. P-00118, the parties agree as follows:

23 1. Section 1. A. of Permit No. P-00118 is hereby amended in its entirety
24 to read as follows:

25 "The Permit Area shall be used solely for the purpose of providing human
26 and social services and for no other purpose without prior written consent of the Director
27 of City's Department of Health and Human Services ("Director"). During the Permit period
28 of January 4, 2016 through January 31, 2024, Permittee shall use the Permit Area only

1 during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise
2 agreed upon. At the end of the initial Permit period, the Permit may be extended annually
3 upon a determination by the City that Permittee has fully complied with the terms and
4 conditions of this Permit and is otherwise in good standing with the City. The City shall
5 notify Permittee within thirty (30) days of the end of the Permit period, and any subsequent
6 extension thereof, if the Permit will be extended.”

7 2. Except as expressly stated in the First Amendment and this Fourth
8 Amendment, all of the terms and conditions of Permit No. P-00118 are ratified and
9 confirmed and shall remain in full force and effect.

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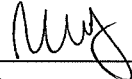
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By signing below, Permittee accepts and agrees to abide by the terms, conditions and restrictions in this Permit.

THE FILIPINO MIGRANT CENTER, a California non-profit corporation

March 28, 2023

By 
Name Romeo Hebron, Jr.
Title Executive Director

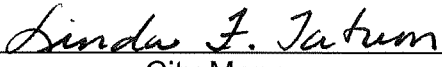
_____, 2023

By _____
Name _____
Title _____

"Permittee"

CITY OF LONG BEACH, a municipal corporation


April 21, 2023

By 
City Manager

"City"

This Fourth Amendment to Facility Use Permit No. P-00118 is approved as to form on April 18, 2023.

DAWN MCINTOSH, City Attorney

By 
Deputy

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Revocable Permit-Health
Department
Insurance Requirements

1. Insurance. Concurrent with the effective date of this Permit and in partial performance of Permittee's obligations hereunder, Permittee shall procure and maintain the following insurance coverages at Permittee's sole expense for the duration of this Permit and any extensions, renewals, or holding over thereof, from insurance companies authorized to write insurance in the State of California or from nonadmitted insurers that are on California's List of Eligible Surplus Lines Insurers (LESLI) and that have a current, minimum financial security rating of or equivalent to A:VIII by A.M. Best Company:

- (a) Commercial general liability equivalent in coverage scope to Insurance Services Office, Inc. (ISO) form CG 00 01 11 85 or 93 in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. Such insurance shall include coverage for products and completed operations liability and shall not exclude or limit coverage for contractual liability, independent contractors' liability, abuse and molestation liability, or cross liability protection. This insurance shall be endorsed to include the City of Long Beach, and its officials, employees, and agents as additional insureds by an endorsement equivalent in coverage scope to ISO form CG 20 26 11 85 and to waive the insurer's rights of subrogation against the City, its officials, employees, and agents with respect to the additional insured coverage.
- (b) "All Risk" property covering the full replacement value of Permittee's personal property and equipment on or about the Premises. Permittee and City hereby waive all rights of subrogation one against the other, but only to the extent that collectible commercial property insurance is available for said damage.
- (c) Workers' Compensation as required by the Labor Code of the State of California and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) per accident or occupational illness, The policy shall be endorsed to waive the insurer's rights of subrogation against the City, its officials, employees, and agents.

All insurance required hereunder shall be separately endorsed to require at least thirty (30) days' prior written notice of cancellation ten (10) days if cancellation is for nonpayment of premium), nonrenewal, or reduction in coverage or limits (other than exhaustion of limits due to claims paid) and to provide that coverage shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach or its officials, employees, and agents.

Any self-insurance program, self-insured retention or deductible must be approved separately in writing by City's Risk Manager or designee and shall protect the City of Long Beach, and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained such retention or deductible provisions.

Permittee shall require its contractors and subcontractors to maintain the insurance required hereunder unless otherwise agreed in writing by City's Risk Manager or designee.

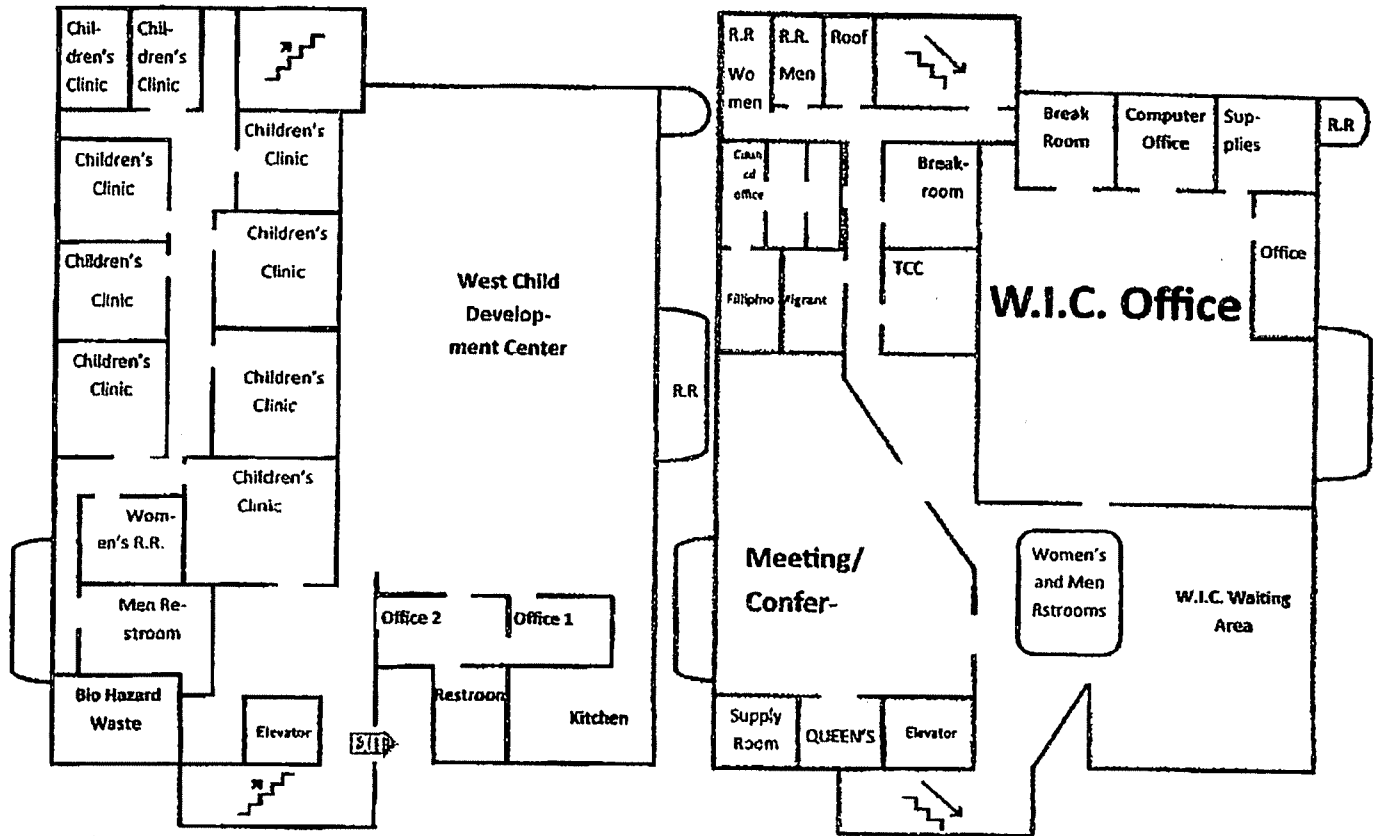
Upon the execution of this Permit, Permittee shall deliver to City certificates of insurance and the required endorsements evidencing the coverage required by this Permit, including the certificates and endorsements of any of Permittee's contractors, subcontractors, and subpermittees, for approval as to sufficiency and form. The certificates and endorsements for each insurance policy shall contain the original signatures of persons authorized by that insurer to bind coverage on its behalf. Permittee shall provide City with copies of certificates of insurance and endorsements for renewal policies within thirty (30) days of policy expiration. City reserves the right to require complete certified copies of all said policies at any time.

Such insurance as required herein shall not be deemed to limit Permittee's liability relating to performance under this Permit. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Permit.

Any modification or waiver of the insurance requirements herein shall be made only with the written approval of City's Risk Manager or designee.

Exhibit A

WEST FACILITIES—NOT DRAWN TO SCALE



FIRST FLOOR PLAN

SECOND FLOOR PLAN

Exhibit B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/23/2023

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 have **ADDITIONAL INSURED** provisions or 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 Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova, CA 95742	CONTACT NAME: Felipe Flores	
	PHONE (A/C, No, Ext): (520) 605-0544	FAX (A/C, No):
E-MAIL ADDRESS: fflores@inszoneins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Certain Underwriter's at Lloyd's, London		32727
INSURER B : California Automobile Insurance Co		38342
INSURER C : State Compensation Ins Fund		35076
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Filipino Migrant Center
 PO Box 9086
 Long Beach, CA 90810

COVERAGES **CERTIFICATE NUMBER:** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		PSL0239577128	12/8/2022	12/8/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
				Reviewed and recommend approval for Health Department's facility use permit through 12-8-2023.			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
							HIRED & NONOWNED \$ 1,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA040000067167	4/15/2023	4/15/2024	BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
				<div style="border: 2px solid black; padding: 5px; text-align: center;"> APPROVED By Joleen Richardson at 12:39 pm, Apr 14, 2023 </div>			PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N			9200744-2022	12/20/2022	12/20/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIAB.			PSL0239577128	12/8/2022	12/8/2023	AGGREGATE 3,000,000
A	PROFESSIONAL LIAB.			PSL0239577128	12/8/2022	12/8/2023	DEDUCTIBLE 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Long Beach, its officials, employees, and agents are included as Additional Insured in regards to General Liability per attached endorsement.

CERTIFICATE HOLDER

City of Long Beach, its officials,
employees, and agents
2525 Grand Ave.
Long Beach, CA 90815

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



APPROVED

By Joleen Richardson at 12:39 pm, Apr 14, 2023

ADDITIONAL INSURED CLAUSE (SPECIFIED THIRD PARTY)

ATTACHING TO POLICY PSL0239577128
NUMBER:

THE INSURED: Filipino Migrant Center

WITH EFFECT FROM: 08 Dec 2022

It is understood and agreed that the following amendments are made to this Policy:

1. The following **DEFINITION** is added:

"Additional insured" means:

The City of Long Beach

Liberty Hill Foundation
US

The Los Angeles Neighborhood Land Trust
1689 Beverly Blvd
Los Angeles, CA 90026
US

2. In respect of the "Additional insureds" **CONDITION**, **additional insureds** are included as a **third party**.
3. The following **CONDITION** is added:

Notice of cancelation to additional insureds

If **we** give **you** notice of cancelation in accordance with the "Cancelation" **CONDITION**, **we** will endeavor to provide the same notice of cancelation to the **additional insureds**; however, not doing so will not place any additional liability upon **us**.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY