

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, 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

SIXTH AMENDMENT TO FACILITY USE PERMIT NO. 30508

30508

THIS SIXTH AMENDMENT TO FACILITY USE PERMIT NO. 30508 is made and entered, in duplicate, as of June 13, 2017, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on September 18, 2007, by and between HELPLINE YOUTH COUNSELING, INC., a California non-profit corporation ("Permittee"), whose address is 12440 E. Firestone Blvd., Suite 1000, Norwalk, California 90650, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City granted permission to Permittee to use space in the Central Facilities Center located at 1133 Rhea Street, Long Beach, California 90806, which space is more particularly shown on Exhibit "A" attached hereto and incorporated herein (the "Permit Area"); and

WHEREAS, the parties desire to extend the Permit for an additional one-year period and update the monthly fee amount;

NOW, THEREFORE, in consideration of the mutual terms and conditions in Permit No. 30508, the parties agree as follows:

1. Section 1.A. of Permit No. 30508 is hereby amended in its entirety to read as follows:

"1. A. The Permit Area shall be used solely for the purpose of providing human and social services and for no other purpose without the prior written consent of the Director of City's Department of Health and Human Services ("Director") during the Permit period of October 1, 2007 through June 30, 2018. During the extended Permit period of July 1, 2017 through June 30, 2018, Permittee shall use the Permit Area only during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday except holidays, unless otherwise agreed upon. At the end of the Permit period, the Permit may be extended annually upon a determination by the City that Permittee has fully complied with the terms and conditions of this Permit and is otherwise in good standing with the City. The

1 City shall notify Permittee within thirty (30) days of the end of the Permit period, and any
2 subsequent extension thereof, if the Permit will be extended.”

3 2. Section 12 of Permit No. 30805 is hereby amended in its entirety to
4 read as follows:

5 “12. Permittee shall pay to City, a monthly fee for the use of the Permit
6 Area, without deduction, setoff, prior notice or demand, on or before the fifteenth (15th) day
7 of the month for the previous month, an amount equal to Two Hundred Dollars (\$200)
8 payable to the City of Long Beach, Department of Health and Human Services, 2525 Grand
9 Avenue, Long Beach, California 90815, Attn: Accounting, Room 280.”

10 3. Except as expressly stated in this Sixth Amendment, all of the terms
11 and conditions of Permit No. 30508 are ratified and confirmed and shall remain in full force
12 and effect.

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 By signing below, Permittee accepts and agrees to abide by the terms,
2 conditions and restrictions in the Permit and any amendments thereto.

3 HELPLINE YOUTH COUNSELING, INC.,
4 a California non-profit corporation

5 June 28, 2017

By [Signature]
Name Jeff Farber
Title Executive Director

7 June 28, 2017

By [Signature]
Name John Wu
Title Controller

9 "Permittee"

10 CITY OF LONG BEACH, a municipal
11 corporation

12 July 13, 2017

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

14 "City" Tom Modica
Assistant City Manager

15 This Sixth Amendment to Facility Use Permit No. 30508 is approved as to
16 form on 7/11, 2017.

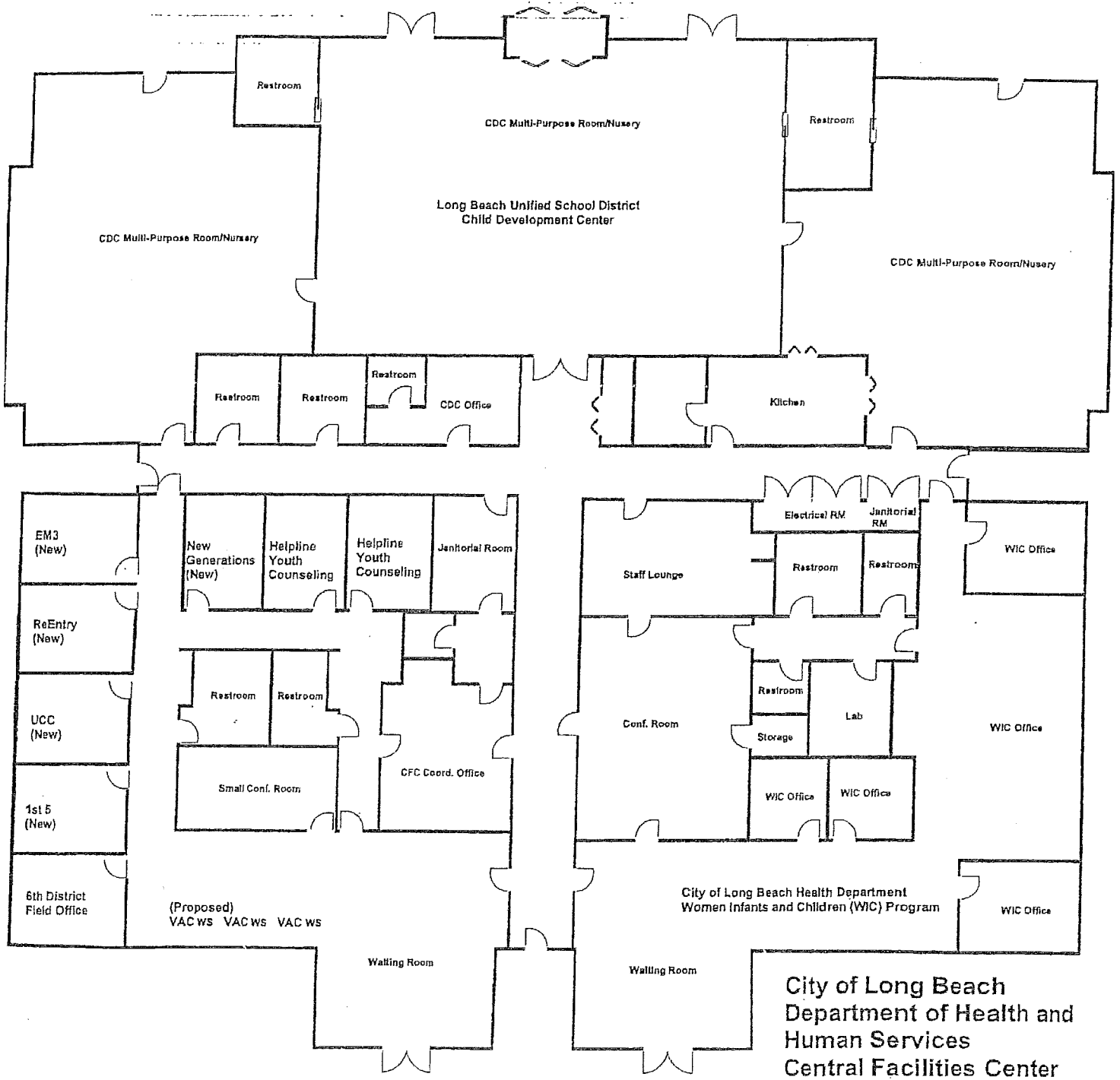
18 CHARLES PARKIN, City Attorney

19 By [Signature]
20 Deputy

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

28

"Exhibit A"



Revocable Permit—Health Department
Insurance Requirements

11. 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 10 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.