

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
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Long Beach, CA 90802-4664

FIRST AMENDMENT TO FACILITY USE PERMIT NO. P-00118

P-00118

THIS FIRST AMENDMENT TO FACILITY USE PERMIT NO. P-00118 is made and entered, in duplicate, as of June 12, 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 November 10, 2015, by and between THE FILIPINO MIGRANT CENTER, a California non-profit corporation ("Permittee"), whose address is PO Box 9086, Long Beach, California 90810, and the CITY OF LONG BEACH, a municipal corporation ("City").

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

WHEREAS, the parties desire to update the monthly rental fee amount;

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

1. Section 12 of Permit No. P-00118 is hereby amended in its entirety to read as follows:

"12. Permittee shall pay to City, a monthly rental fee for the use of the Permit Area, without deduction, setoff, prior notice or demand, on or before the fifteenth (15th) day of the month for the previous month, an amount equal to One Hundred Dollars (\$100) payable to the City of Long Beach, Department of Health and Human Services, 2525 Grand Avenue, Long Beach, California 90815, Attn: Accounting, Room 280."

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

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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

_____, 2017

By _____
Name _____
Title _____

August 14, 2017

By Janna Conception
Name Janna Conception
Title Executive Director

"Permittee"

CITY OF LONG BEACH, a municipal
corporation

Sept. 15, 2017

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

"City" Tom Modica
Assistant City Manager

This First Amendment to Facility Use Permit No. P-00118 is approved as to
form on Sept. 14, 2017.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

FIRST FLOOR PLAN

SECOND FLOOR PLAN

WEST FACILITIES CENTER

"EXHIBIT A"

U.S. DEPARTMENT OF STATE

B-4245

A-2

中華民國

外交部

"EXHIBIT B"

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.

"EXHIBIT B"

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.