

FIFTH AMENDMENT TO FACILITY USE PERMIT NO. 30507

30507

THIS FIFTH AMENDMENT TO FACILITY USE PERMIT NO. 30507 is made and entered, in duplicate, as of May 24, 2016, 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 LONG BEACH UNIFIED SCHOOL DISTRICT CHILD DEVELOPMENT CENTER, a California non-profit corporation ("Permittee"), whose address is 4400 Ladoga Avenue, Lakewood, California 90713, 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 period to June 30, 2017;

NOW, THEREFORE, in consideration of the mutual terms and conditions in Permit No. 30507, the parties agree as follows:

1. Section 1.A. of Permit No. 30507 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, 2017. During the extended Permit period of July 1, 2016 through June 30, 2017, Permittee shall use the Permit Area only during the hours of 6:30 a.m. and 6:30 p.m., Monday through Friday, except holidays, unless otherwise agreed upon. At the end of the initial 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 City shall notify Permittee within thirty (30) days of the end of the Permit period, and any

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

1 subsequent extension thereof, if the Permit will be extended."

2 2. Except as expressly stated in this Fifth Amendment, all of the terms
3 and conditions of Permit No. 30507 are ratified and confirmed and shall remain in full force
4 and effect.

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

7
8 LONG BEACH UNIFIED SCHOOL
9 DISTRICT CHILD DEVELOPMENT
10 CENTER, a California non-profit
11 corporation

10 August 19, 2016

10 By [Signature]
11 Name Ron Hoppe
12 Title Purchasing and Contracts Director

12 _____, 2016

12 By _____
13 Name _____
14 Title _____

15 "Permittee"

16 CITY OF LONG BEACH, a municipal
17 corporation

17 February 2, 2016⁷

17 By [Signature]
18 City Manager

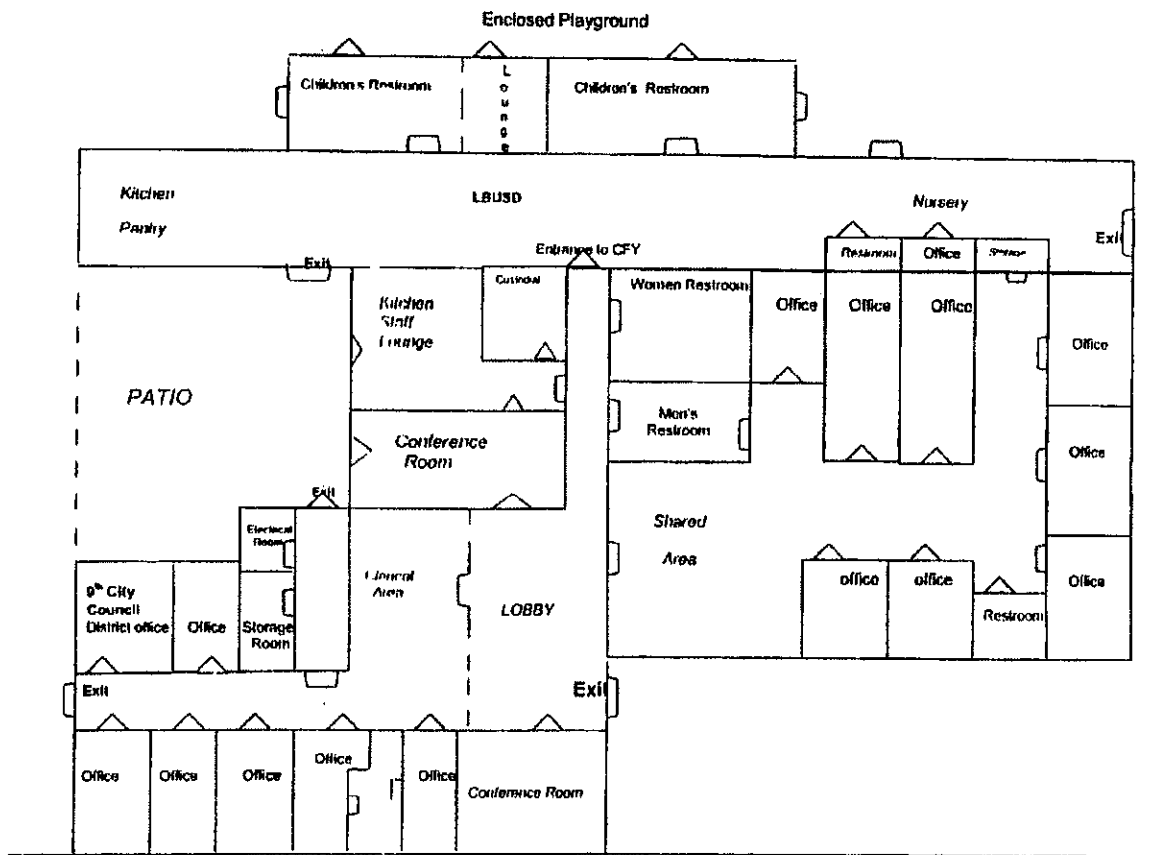
18 "City" Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

20 This Fifth Amendment to Facility Use Permit No. 30507 is approved as to
21 form on 1/31, 2016⁷

23 CHARLES PARKIN, City Attorney

24 By [Signature]
25 Deputy



CITY OF LONG BEACH

NORTH FACILITIES CENTER

"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.

"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.

EVIDENCE OF COVERAGE

DATE (MM/DD/YYYY)
8/15/2016

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the memoranda listed below.

MEMORANDUM NUMBER: 59

JOINT POWERS AUTHORITY (JPA)
Alliance of Schools for Cooperative Insurance Programs
16550 Bloomfield Avenue
Cerritos, CA 90703

www.ASCIP.org

CONTACT NAME: Mr. Fritz J. Heirich, Chief Executive Officer
PHONE: (562) 404-8029

JPA MEMBER
Long Beach Unified School District
1515 Hughes Way
Long Beach CA 90810

This is to certify that the Alliance of Schools for Cooperative Insurance Programs (ASCIP) Memorandum of Coverages on insurance listed below have been issued to the Covered Party named above for the period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages afforded by the Memorandum of Coverages described herein are subject to all the terms, exclusions, and conditions of such Memorandum of Coverages.

TYPE OF COVERAGE	ADDL INSR	MEMORANDUM NUMBER (MOC)	POLICY EFF (MM/DD/YYYY)	POLICY EXP 12:01a.m.	LIMIT OF LIABILITY / COVERAGE	
GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Errors & Omission <input checked="" type="checkbox"/> Employment Practices	✓	MOC #59	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT PER OCCURRENCE	\$ 5,000,000
					AGGREGATE	\$ N/A
						\$
						\$
						\$
AUTOMOBILE LIABILITY <input type="checkbox"/> AUTOMOTIVE PHYSICAL DAMAGE <input type="checkbox"/> COMPREHENSIVE / COLLISION <input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT PER OCCURRENCE	\$
					ACTUAL CASH VALUE	\$
						\$
						\$
						\$
PROPERTY <input type="checkbox"/> BUILDING / CONTENTS <input type="checkbox"/> FIRE, THEFT, RENTAL INTERRUPTION					REPLACEMENT COST SUBJECT TO POLICY LIMITS, TERMS, AND CONDITIONS	\$
						\$
						\$
						\$
						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> WC STATUTORY LIMITS	N/A				EACH ACCIDENT	\$
					PER EMPLOYEE	\$
					POLICY LIMIT	\$
OTHER <input type="checkbox"/> EMPLOYEE DISHONESTY (CRIME)					SUBJECT TO POLICY LIMITS, TERMS, AND CONDITIONS	\$
						\$
						\$
						\$
						\$

ADDITIONAL REMARKS:

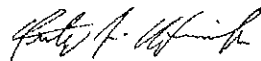
As respects to agreement #'s: 3252.01 & 3251.01 (Amendment #5) Permit #'s: 30507 & 30454

CERTIFICATE HOLDER

City of Long Beach
Charles Parkin, City Attorney
333 West Ocean Blvd., 11th Floor
Long Beach CA 90802

CANCELLATION

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, ASCIP will mail 30 days written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon ASCIP, its agents, or representatives.



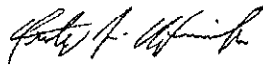
AUTHORIZED REPRESENTATIVE: Fritz J. Heirich

*ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code. Rev 5-97

Additional Covered Party Endorsement

District: Long Beach Unified School District		Endorsement No. 31351176			
Additional Covered Party:	Description of Operations, Vehicle, or Property:				
City of Long Beach and its officials, employees and agents	As respects to agreement #'s: 3252.01 & 3251.01 (Amendment #5) Permit #'s: 30507 & 30454				
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Coverage Period:</td> <td style="width: 33%;">Effective: 7/1/2016</td> <td style="width: 33%;">Expires 12:01 a.m.: 7/1/2017</td> </tr> </table>			Coverage Period:	Effective: 7/1/2016	Expires 12:01 a.m.: 7/1/2017
Coverage Period:	Effective: 7/1/2016	Expires 12:01 a.m.: 7/1/2017			

The coverage provided to the Covered Party is hereby extended by this endorsement to the Additional Covered Party named above in accordance with the provisions contained in the Memorandum of Coverage (MOC). The coverage extended hereby applies only with respect to liability arising out of activities in the Description of Operations, Vehicle, or Property noted above. It is intended by ASCIP in issuing this endorsement to defend and/or indemnify the Additional Covered Party only if the District is solely negligent. In issuing this endorsement, ASCIP intends and agrees to extend coverage pursuant to the terms and conditions of the MOC to the Additional Covered Party named above only to the extent that the Additional Covered Party faces liability arising out of claims, demands, or lawsuits claiming money damages on account of bodily injury or property damage as defined and limited in the ASCIP MOC. The limits of liability extended to the Additional Covered Party listed above is \$5,000,000 per occurrence for liability.



Authorized Representative: _____

Date Issued: 8/15/2016

ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code.

Rev 5/97