

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

FOURTH AMENDMENT TO FACILITY USE PERMIT NO. 30403

30403

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3 THIS FOURTH AMENDMENT TO FACILITY USE PERMIT NO. 30403 is
4 made and entered, in duplicate, as of July 8, 2015, 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 September 18, 2007, by and between QUEEN'S HISTORICAL SOCIETY, a California
7 non-profit corporation ("Permittee"), whose address is 2125 Santa Fe Avenue, Long
8 Beach, California 90810, and the CITY OF LONG BEACH, a municipal corporation
9 ("City").

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

14 WHEREAS, the parties desire to extend the Permit period;

15 NOW, THEREFORE, in consideration of the mutual terms and conditions in
16 Permit No. 30403, the parties agree as follows:

17 1. Section 1.A. of Permit No. 30403 is hereby amended in its entirety to
18 read as follows:

19 "1. A. The Permit Area shall be used solely for the purpose of
20 providing human and social services and for no other purpose without the prior written
21 consent of the Director of City's Department of Health and Human Services ("Director").
22 During the Permit period of October 1, 2007 through September 30, 2012, Permittee shall
23 use the Permit Area only during the hours of 6:30 a.m. and 6:30 p.m., Monday through
24 Friday, unless otherwise agreed upon. During the Permit period of October 1, 2012
25 through June 30, 2016, Permittee shall use the Permit Area only during the hours of 8:00
26 a.m. and 5:00 p.m., Monday through Friday except holidays, unless otherwise agreed
27 upon. At the end of the Permit period, the Permit may be extended annually upon a
28 determination by the City that Permittee has fully complied with the terms and conditions

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1 of this Permit and is otherwise in good standing with the City. The City shall notify
2 Permittee within thirty (30) days of the end of the Permit period, and any subsequent
3 extension thereof, if the Permit will be extended."

4 2. Except as expressly stated in this Fourth Amendment, all of the
5 terms and conditions of Permit No. 30403 are ratified and confirmed and shall remain in
6 full force and effect.

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

9 QUEEN'S HISTORICAL SOCIETY, a
10 California non-profit corporation

11 June 29, 2015

By Ingrid Thomas
12 Name Ingrid Thomas
13 Title Founding President

14 June 29, 2015

By Michael E Anderson
15 Name MICHAEL E. ANDERSON
16 Title DIRECTOR

17 "Permittee"

18 CITY OF LONG BEACH, a municipal
19 corporation

20 August 19, 2015

By [Signature]
21 City Manager
22 Assistant City Manager

23 "City"

24 This Fourth Amendment to Facility Use Permit No. 30403 is approved as to
25 form on 8/10, 2015.

26 CHARLES PARKIN, City Attorney

By [Signature]
27 Deputy
28

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.