

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

SECOND AMENDMENT TO FACILITY USE PERMIT NO. 27819

27819

THIS SECOND AMENDMENT TO FACILITY USE PERMIT NO. 27819 is granted pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on June 17, 2008, by and between VA LONG BEACH HEALTHCARE SYSTEM, an agency of the United States Federal Government ("Permittee"), whose address is 5901 East 7th Street, Long Beach, California 90822, and the CITY OF LONG BEACH, a municipal corporation ("City").

1. The Permit period is hereby extended from July 1, 2008 through June 30, 2013 unless sooner revoked as described in the Permit.

2. Exhibits "A" and "B" to the Permit are hereby replaced with Exhibits "A" and "B" attached hereto and incorporated by this reference.

3. Except as expressly stated in this Second Amendment, all terms, conditions and restrictions of the original Permit are ratified and confirmed and shall remain in full force and effect.

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1 By signing below, Permittee accepts and agrees to abide by the terms,
2 conditions and restrictions in the Permit for the extended Permit period.

3 VA LONG BEACH HEALTHCARE
4 SYSTEM, an agency of the United States
5 Federal Government

6 August 6, 2008

By Wayne

Wayne Kozel, Chief, Facility Support
(Type or Print Name)

7
8 August 6th, 2008

By [Signature]

ALAN TRINH, CONTRACTING OFFICER
(Type or Print Name)

9 "Permittee"

10 CITY OF LONG BEACH, a municipal
11 corporation

12
13 August 25, 2008

By [Signature] Assistant City Manager
City Manager

14 "City"

15 REPEATED PURSUANT
16 TO SECTION 301 OF
17 THE CITY CHARTER.

18 This Second Amendment to Facility Use Permit No. 27819 is approved as
19 to form on August 12, 2008.

20 ROBERT E. SHANNON, City Attorney

21 By [Signature]
22 Deputy
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Exhibit "A"

MSC BUILDING ONE

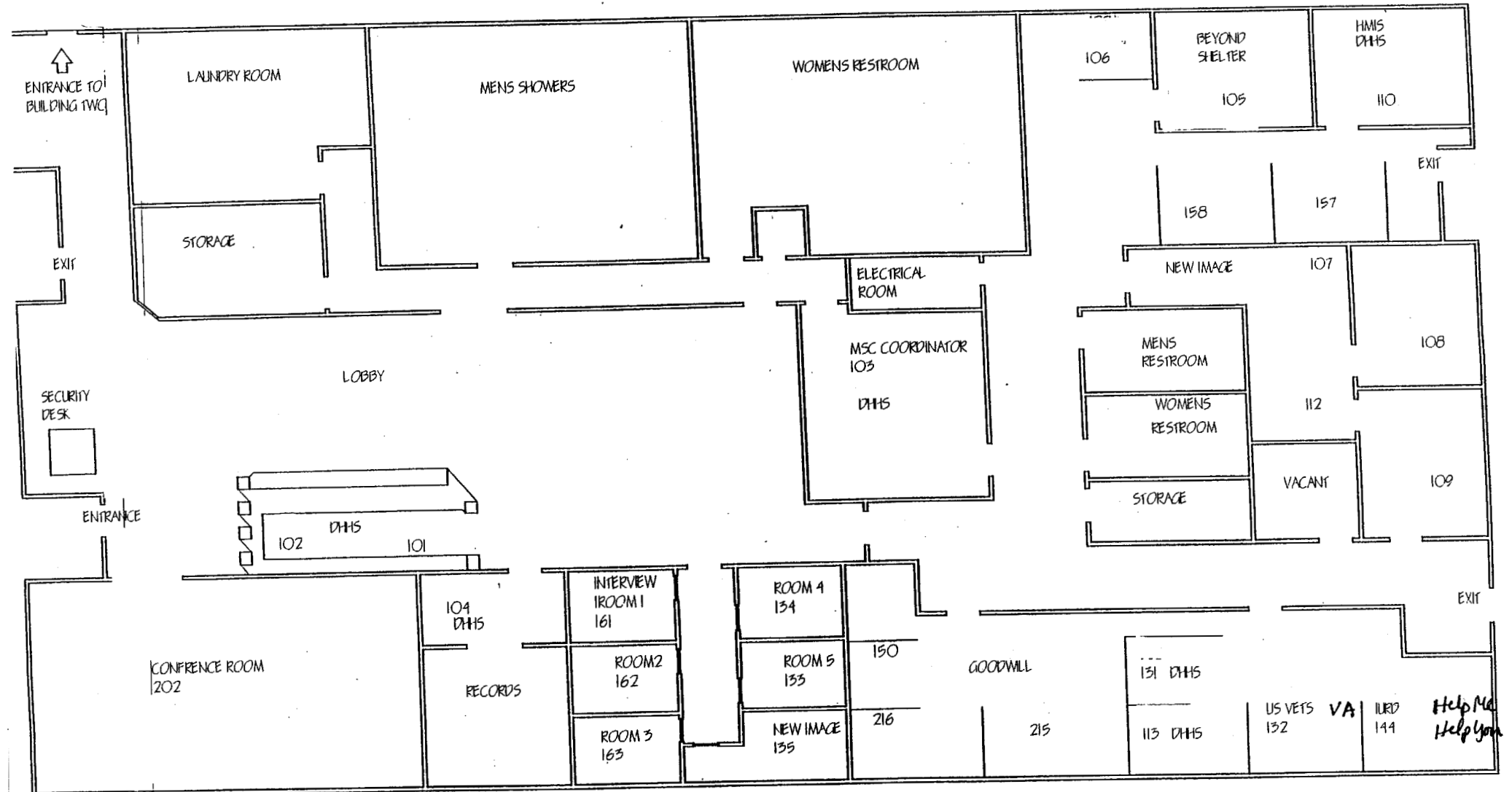
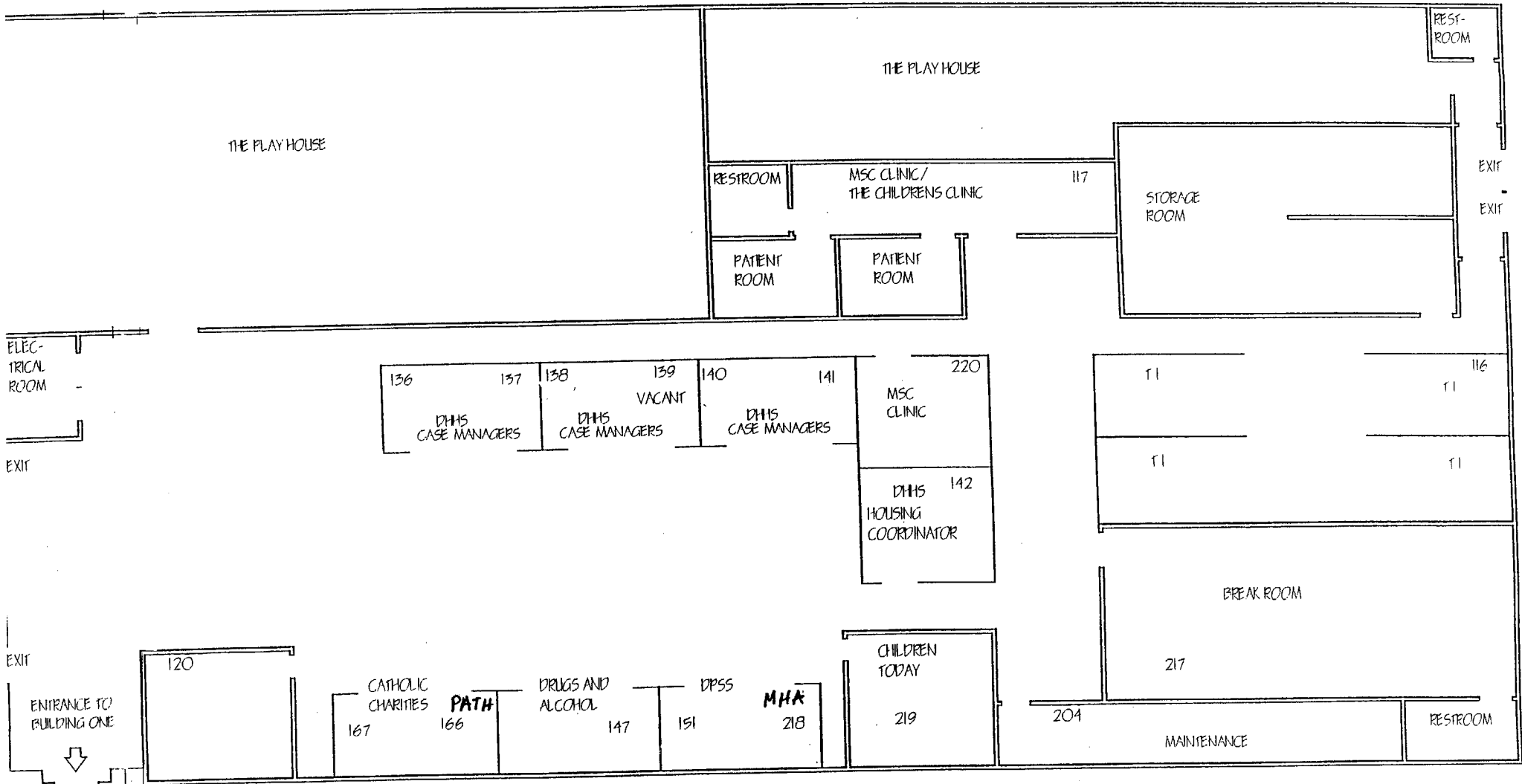


Exhibit "A"

MSC BUILDING TWO





PLEASE GIVE A COPY OF THIS TO YOUR INSURANCE BROKER OR AGENT

INSURANCE REQUIREMENTS FOR FUNDED AGENCIES

Please give a copy of this to your insurance broker or agent when getting quotes or ordering insurance to comply with City contractual requirements. Every organization contracting with the City shall be required to provide the following insurance to meet contractual requirements.

1. **PROFESSIONAL LIABILITY** – Covering the profession or professions funded by your grant or contract in the amount of not less than one million dollars (\$1,000,000) per claim, unless this requirement has been waived in writing by the City Risk Manager or designee. Professional liability must be excepted from the additional insured endorsement whenever your agency has a combined general-professional liability policy.
2. **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.
3. **BLANKET HONESTY BOND** – In an amount of at least fifty percent of the amount of your grant or twenty-five thousand dollars (\$25,000), whichever is lesser.
4. **COMMERCIAL GENERAL LIABILITY (Equivalent in coverage scope to 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) in aggregate. . Such insurance shall not exclude or limit coverage for broad form contractual liability, cross liability protection, independent contractors liability, abuse or molestation, or products and completed operations liability. The City of Long Beach, its officials, agents, and employees shall be added as additional insureds by an endorsement equivalent in coverage scope to ISO CG 20 10 11 85 for contractors or ISO CG 20 26 11 85 for grantees. This additional insured coverage shall contain no limitations on the scope of protection afforded to the City, its officials, employees, and agents. Professional liability must be *excepted* from the additional insured endorsement whenever your agency has a combined general-professional liability policy.
5. **AUTOMOBILE LIABILITY (Equivalent in coverage scope to ISO form CA 00 01 06 92)** - In an amount not less than five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury and property damage covering damage covering Symbol 1 ("Any Auto"). If your organization owns no autos, you must still provide evidence of non-owned auto insurance. This may be available as an addition to your General Liability policy.
6. **NOTICE OF CANCELLATION** - Each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, changed or terminated except after thirty (30) days prior written notice has been given to the City. This must be unqualified and **may not include** the usual qualifying language ("Endeavor to" and "but failure to...representatives.").
7. **DEDUCTIBLES AND SELF-INSURED RETENTIONS** - All deductibles or self insured retentions shall be reported to and approved by the City's Risk Manager or designee.
8. **ACCEPTABLE INSURANCE CARRIERS** - Insurance coverage shall be placed with carriers admitted to write insurance in California, or carriers with a rating of or equivalent to a minimum of A:VIII by A.M. Best Company. Any deviation from this rule shall require specific approval in writing from the City's Risk Manager or designee.
9. **INDEMNIFICATION** – *To the greatest extent allowed by law*, each organization shall defend, indemnify, and hold harmless the City, its officials, employees and volunteers against any claims for damages, liability, loss, cost or expense resulting from its actions in performing services under its contract or grant.
10. **NO LIMITATIONS ON LIABILITY** - City makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover contractor's or grantee's liability or obligations under the contract or grant. Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the City's Risk Manager or designee.

~~No funds will be advanced, reimbursed, or dispersed until all insurance requirements have been met and certificates of insurance with original endorsements affecting coverage as required have been approved as to sufficiency and form by the City.~~

PLEASE CALL (562) 570-4001 IF YOU HAVE ANY QUESTIONS