

LBUSD No. 3251.01
AUTHORIZED
BY
BOARD ACTION
SEP 15 2015
Date By

FOURTH AMENDMENT TO FACILITY USE PERMIT NO. 30454

30454

THIS FOURTH AMENDMENT TO FACILITY USE PERMIT NO. 30454 is made and entered, in duplicate, as of July 8, 2015, 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 North Facilities Center located at 6335 Myrtle Avenue, Long Beach, California 90805, 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;

NOW, THEREFORE, in consideration of the mutual terms and conditions in Permit No. 30454, the parties agree as follows:

1. Section 1.A. of Permit No. 30454 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, 2016, 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 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 subsequent extension thereof, if the Permit will be extended."

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

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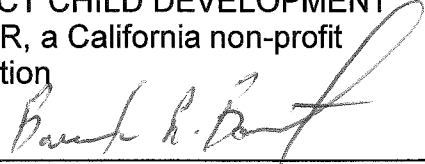
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2. Except as expressly stated in this Fourth Amendment, all of the terms and conditions of Permit No. 30454 are ratified and confirmed and shall remain in full force and effect.

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

LONG BEACH UNIFIED SCHOOL DISTRICT CHILD DEVELOPMENT CENTER, a California non-profit corporation

September 16, 2015

By 
Name Barrick L. Bartlett
Title Purchasing & Contracts Director

_____, 2015

By _____
Name _____
Title _____

"Permittee"

CITY OF LONG BEACH, a municipal corporation

Oct. 2, 2015

By 
City Manager
Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

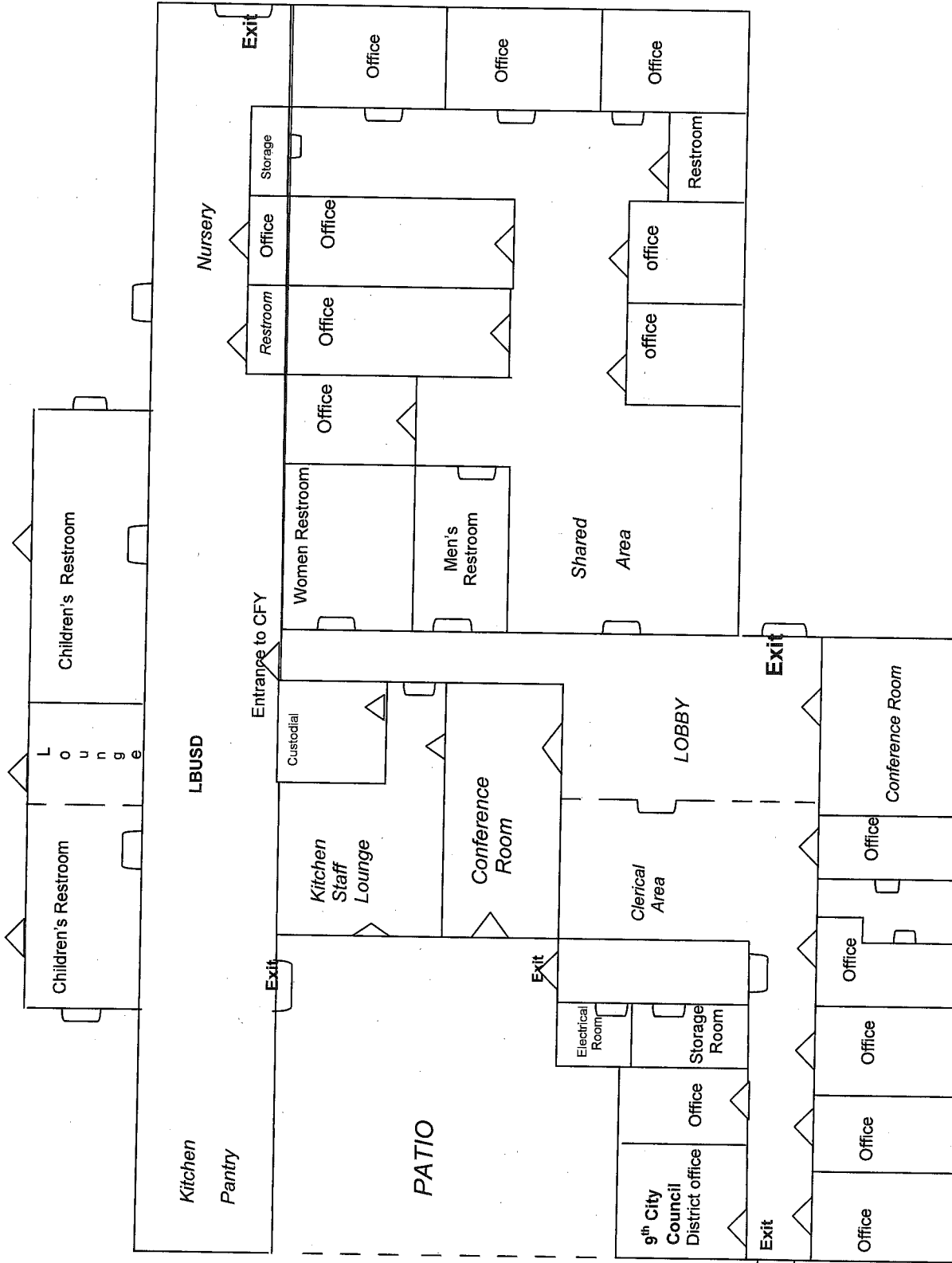
"City"

This Fourth Amendment to Facility Use Permit No. 30454 is approved as to form on Sept. 25, 2015.

CHARLES PARKIN, City Attorney

By 
Deputy

Enclosed Playground



NORTH FACILITIES CENTER

CITY OF LONG BEACH

"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.