

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

SUBLEASE

36445

THIS SUBLEASE is made and entered, in duplicate, as of December 1, 2022 pursuant to a minute order of the City Council of the City of Long Beach adopted at its meeting held on December 13, 2022, by and between the CITY OF LONG BEACH, a municipal corporation, whose address is 411 W. Ocean Boulevard, 10th Floor, Long Beach, California 90802, Attention: Property Services Bureau Manager ("Landlord"), and FIRST TO SERVE MINISTRIES, INC., a California nonprofit corporation, whose address is 1017 West 50th Street, Los Angeles, California 90037, whose address is ("Tenant").

This Sublease is executed in connection with that certain Lease dated as of even date herewith by and between MWN Community Hospital LLC ("Master Landlord"), as landlord, and Landlord, as tenant (the "Master Lease"), and this Sublease shall be subordinate in all respects to such Master Lease.

Landlord and Tenant, in consideration of the mutual terms, covenants, and conditions herein, agree as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant hereby accepts and leases from Landlord those certain premises (i) containing approximately 18,140 rentable square feet located within the building commonly known as the Hatfield Building, located at 1720 Termino Avenue (the "Building"), (ii) appurtenant outdoor space to the Building, and (iii) such additional space located throughout the main hospital building as necessary to accommodate shuttle services and the flow of incoming or outgoing persons to the Premises (collectively, the "Premises"), such premises being more particularly depicted in Exhibit "A" attached hereto.

2. Term. The term of this Sublease shall commence on December 16, 2022, and shall terminate at midnight on March 31, 2023.

3. [Reserved].

4. Use. The Premises shall be used as a winter homeless shelter and shall include, among other things, the provision of temporary housing.

1 5. Tenant's Obligations. Tenant, at its own expense, shall provide (i) one
2 security guard at the Premises providing security 24 hours per day, 7 days per week.
3 Tenant shall keep the Premises in a neat, safe and sanitary condition, and in furtherance
4 thereof shall procure, at its own cost and expense, standard janitorial services for the
5 interior of the Premises. All other maintenance and repairs not specifically described
6 immediately above shall be the responsibility of Landlord pursuant to Section 6.

7 6. Landlord's Obligations. Master Landlord shall manage and maintain the
8 Building and make all necessary repairs to the Premises, including without limitation all
9 surface and structural elements of the roof, bearing walls and foundations of the Building,
10 all electrical, plumbing (including stoppages), HVAC systems and all other elements of
11 the Building, and landscaping and pest control services. If Master Landlord fails to
12 maintain the Premises as required herein, Tenant shall notify Landlord of such failure in
13 writing. Landlord shall provide Tenant with approximately 12 parking spaces adjacent to
14 the Premises, it being acknowledged and agreed that the number of such spaces may be
15 decreased or increased based on Tenant's actual needs.

16 7. Utilities. Landlord shall pay the monthly costs associated with all utilities
17 to the Premises resulting from Tenant's use of the Premises hereunder.

18 8. Taxes. Master Landlord shall be responsible for payment of all real
19 property taxes.

20 9. Hazardous Materials. In the event any Hazardous Materials are
21 detected during the Sublease term which are not the result of Tenant's use of the
22 Premises, such materials shall be removed promptly in accordance with applicable law at
23 the sole cost and expense of Master Landlord. In the event Master Landlord determines
24 it is cost prohibitive to remove such materials, Tenant shall have the option of terminating
25 this Sublease by giving written notice. No goods, merchandise, supplies, personal
26 property, materials, or items of any kind shall be kept, stored, or sold in or on the
27 Premises which are in any way explosive or hazardous. Tenant shall comply with
28 California Health and Safety Code Section 25359.7 or its successor statute regarding

1 notice to Landlord on discovery by Tenant of the presence or suspected presence of any
2 hazardous material on the Premises. "Hazardous Materials" means any hazardous or
3 toxic substance, material or waste which is or becomes regulated by the City, the County
4 of Los Angeles, the State of California or the United States government.

5 10. Landlord Improvements. Master Landlord shall remove all equipment
6 and fixtures from the Premises that are not needed for Tenant's use, and shall patch and
7 paint the interior of the Premises, and otherwise ensure that all Building systems
8 necessary for Tenant's use of the Premises are, and remain, in good working order.

9 11. Default by Tenant. The occurrence of any of the following acts shall
10 constitute a default by Tenant:

- 11 a. [Failure to pay rent when due after ten (10) days written notice;]
12 b. Failure to perform any of the terms, covenants, or conditions of
13 this Sublease if said failure is not cured within thirty (30) days after written notice of said
14 failure; or
15 c. Any attempted assignment, transfer, or sublease except as
16 approved by Landlord or otherwise authorized pursuant to Section 16.

17 If Tenant does not comply with each provision of this Sublease or if a
18 default occurs, then Landlord may terminate this Sublease and Landlord may enter the
19 Premises and take possession thereof provided, however, that these remedies are not
20 exclusive but cumulative to other remedies provided by law in the event of Tenant's
21 default, and the exercise by Landlord of one or more rights and remedies shall not
22 preclude Landlord's exercise of additional or different remedies for the same or any other
23 default by Tenant.

24 12. Default by Landlord. The occurrence of any of the following acts shall
25 constitute a default by Landlord:

- 26 a. Failure to perform any of the terms, covenants, or conditions of
27 this Sublease if said failure is not cured within thirty (30) days after written notice of said
28 failure.

1 If Landlord does not comply with each provision of this Sublease or if a
2 default occurs, then Tenant may terminate this Sublease, provided, however, that this
3 remedy is not exclusive but cumulative to other remedies provided by law in the event of
4 Landlord's default, and the exercise by Tenant of one or more rights and remedies shall
5 not preclude Tenant's exercise of additional or different remedies for the same or any
6 other default by Landlord.

7 13. Right of Entry. Landlord shall have the right of access to the Premises
8 during normal business hours and with reasonable advance notice to inspect the
9 Premises, to determine whether or not Tenant is complying with the terms, covenants,
10 and conditions of this Sublease, to serve, post, or keep posted any notice, and for any
11 other legal purpose. Landlord shall also have the right to enter in case of emergencies.

12 14. Insurance. Concurrent with the execution of this Lease and as a
13 condition of obtaining occupancy of the Premises, Tenant shall procure and maintain the
14 following types of insurance at Tenant's sole expense for the duration of this Lease,
15 including any extensions, renewals, or holding over thereof, from insurance companies
16 that are admitted to write insurance in the State of California or from authorized non-
17 admitted insurers that have ratings of or equivalent to an A:VIII by A.M. Best Company:

18 A. Commercial general liability insurance equivalent in coverage scope
19 to ISO form CG 00 01 10 93 in an amount not less than One Million Dollars (\$1,000,000)
20 per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Such coverage
21 shall include but is not limited to broad form contractual liability coverage, cross liability
22 protection, sexual abuse and molestation, assault and battery, and products and
23 completed operations. The City of Long Beach, and its officials, employees, and agents
24 shall be added as additional insureds by endorsement equivalent in coverage scope to
25 ISO form CG 20 26 11 85 and such endorsement shall protect the City, and its officials,
26 employees, and agents from and against claims, demands, causes of action, expenses,
27 costs, or liability for injury to or death of persons, or damage to or loss of property arising
28 out activities performed by or on behalf of Tenant or from maintenance or use of the

1 Premises. The coverage shall contain no special limitations on the scope of protection
2 afforded to the City, and its officials, employees, and agents.

3 B. "All Risk" property insurance in an amount sufficient to cover the full
4 replacement value of Tenant's personal property, improvements and equipment on the
5 Premises, whether owned, leased, or in the care, custody, or control of Tenant, and of
6 Landlord's personal property and equipment on the Premises including but not limited to
7 furnishings, fine arts and equipment. City shall be named as an additional insured under
8 a standard loss payable endorsement.

9 C. Workers' compensation insurance required by the State of California
10 and employer's liability insurance in an amount not less than One Million Dollars
11 (\$1,000,000) per accident or occupational illness.

12 D. With respect to damage to property, Landlord and Tenant hereby
13 waive all rights of subrogation, one against the other, but only to the extent that collectible
14 commercial insurance is available for said damage.

15 E. Any self-insurance program or self-insured retention must be
16 approved separately in writing by Landlord and shall protect Landlord, and its officials,
17 employees, and agents in the same manner and to the same extent as they would have
18 been protected had the policy or policies not contained retention provisions.

19 F. Each insurance policy shall be endorsed to state that coverage shall
20 not be cancelled, nonrenewed or changed by either party except after thirty (30) days
21 prior written notice to Landlord and shall be primary to Landlord. Any insurance or self-
22 insurance maintained by Landlord shall be excess to and shall not contribute to insurance
23 or self-insurance maintained by Tenant.

24 G. Tenant shall deliver to Landlord certificates of insurance and the
25 required endorsements for approval as to sufficiency and form prior to commencement of
26 this Lease. The certificates and endorsements for each insurance policy shall contain the
27 original signature of a person authorized by that insurer to bind coverage on its behalf.
28 Tenant shall, at least thirty (30) days prior to expiration of such policies, furnish Landlord

1 with evidence of renewals. Landlord reserves the right to require complete certified
2 copies of all said policies at any time.

3 H. Such insurance as required herein shall not be deemed to limit
4 Tenant's liability relating to performance under this Lease. The procuring of insurance
5 shall not be construed as a limitation on liability or as full performance of the
6 indemnification and hold harmless provisions of this Lease. Tenant understands and
7 agrees that, notwithstanding any insurance, Tenant's obligation to defend, indemnify, and
8 hold Landlord, and its officials, agents, and employees harmless hereunder is for the full
9 and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by
10 the condition of the Premises or in any manner connected with or attributed to the acts or
11 omissions of Tenant, its officers, agents contractors, employees, licensees, vendors,
12 patrons, or visitors, or the operations conducted by or on behalf of Tenant, or Tenant's
13 use, misuse, or neglect of the Premises.

14 I. Any modification or waiver of the insurance requirements herein shall
15 be made only with the written approval of Landlord's Risk Manager or designee.

16 15. Condemnation. If the whole or any part of the Premises shall be taken
17 by any public or quasi-public authority under the power of eminent domain, then this
18 Sublease shall terminate as to the part taken or as to the whole, if taken, as of the day
19 possession of that part or the whole is required for any public purpose, and on or before
20 the day of the taking Tenant shall elect in writing either to terminate this Sublease or to
21 continue in possession of the remainder of the Premises, if any. All damages awarded
22 for such taking shall belong to Landlord, whether such damages be awarded as
23 compensation for diminution in value to the leasehold or to the fee provided, however,
24 that Landlord shall not be entitled to any portion of the award made for loss of Tenant's
25 business.

26 16. Assignment. Tenant shall not otherwise assign or transfer this
27 Sublease or any interest herein, nor sublease the Premises or any part thereof
28 (collectively referred to as "transfer") to any party other than Landlord without the prior

1 written approval of Landlord.

2 17. Signs. Tenant may, at its own cost, install exterior signage on the
3 Premises subject to Landlord's reasonable approval as to design, size and location.

4 18. Access. Tenant shall have access to the Premises twenty-four (24)
5 hours per day, seven (7) days per week.

6 19. Holding Over. If Tenant holds over and remains in possession of the
7 Premises or any part thereof after the expiration of this Sublease with the express or
8 implied consent of Landlord, then such holding over shall be construed as a tenancy from
9 month to month at the monthly rent then in effect and otherwise on the same terms,
10 covenants, and conditions contained in this Sublease.

11 20. Surrender of Premises. On the expiration or sooner termination of this
12 Sublease, Tenant shall deliver to Landlord possession of the Premises in substantially
13 the same condition that existed immediately prior to the date of execution hereof,
14 reasonable wear and tear excepted.

15 21. Notice. Any notice required hereunder shall be in writing and
16 personally served or deposited in the U.S. Postal Service, first class, postage prepaid to
17 Landlord and Tenant at the respective addresses first stated above. Notice shall be
18 deemed effective on the date of mailing or on the date personal service is obtained,
19 whichever first occurs. Change of address shall be given as provided herein for notice.

20 22. Waiver of Rights. The failure or delay of Landlord to insist on strict
21 enforcement of any term, covenant, or condition herein shall not be deemed a waiver of
22 any right or remedy that Landlord may have and shall not be deemed a waiver of any
23 subsequent or other breach of any term, covenant, or condition herein. The receipt of
24 and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other
25 default but shall only constitute a waiver of timely payment of rent. Any waiver by
26 Landlord of any default or breach shall be in writing. Landlord's approval of any act by
27 Tenant requiring Landlord's approval shall not be deemed to waive Landlord's approval of
28 any subsequent act of Tenant.

1 23. Successors in Interest. This Sublease shall be binding on and inure to
2 the benefit of the parties and their successors, heirs, personal representatives,
3 transferees, and assignees, and all of the parties hereto shall be jointly and severally
4 liable hereunder.

5 24. Force Majeure. Except as to the payment of rent, in any case where
6 either party is required to do any act, the inability of that party to perform or delay in
7 performance of that act caused by or resulting from fire, flood, earthquake, explosion,
8 acts of God, war, strikes, lockouts, or any other cause whether similar or dissimilar to the
9 foregoing which is beyond the control of that party and not due to that party's fault or
10 neglect shall be excused and such failure to perform or such delay in performance shall
11 not be a default or breach hereunder. Financial inability to perform shall not be
12 considered cause beyond the reasonable control of the party.

13 25. Partial Invalidity. If any term, covenant, or condition of this Sublease is
14 held by a court of competent jurisdiction to be invalid, void or unenforceable, the
15 remainder of the provisions hereof shall remain in full force and effect and shall in no way
16 be affected, impaired or invalidated thereby.

17 26. Time. Time is of the essence in this Sublease, and every provision
18 hereof.

19 27. Governing Law. This Sublease shall be governed by and construed in
20 accordance with the laws of the State of California.

21 28. Integration and Amendments. This Sublease represents and
22 constitutes the entire understanding between the parties and supersedes all other
23 agreements and communications between the parties, oral or written, concerning the
24 subject matter herein. This Sublease shall not be modified except in writing signed by
25 the parties and referring to this Sublease.

26 29. Joint Effort. This Sublease is created as a joint effort between the
27 parties and fully negotiated as to its terms and conditions and nothing contained herein
28 shall be construed against either party as the drafter.

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30. No Recordation. This Sublease shall not be recorded.

31. Attorney's Fees. In any action or proceeding relating to this Sublease, the prevailing party shall be entitled to its costs, including a reasonable attorney's fee.

32. Captions and Organization. The various headings and numbers herein and the grouping of the provisions of this Sublease into separate sections, paragraphs and clauses are for convenience only and shall not be considered a part hereof, and shall have no effect on the construction or interpretation of this Sublease.

33. Relationship of Parties. The relationship of the parties hereto is that of Landlord and Tenant, and the parties agree that nothing contained in this Sublease shall be deemed or construed as creating a partnership, joint venture, association, principal-agent or employer-employee relationship between them or between Landlord or any third person or entity.

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IN WITNESS WHEREOF, the parties have executed this Sublease with all of the formalities required by law as of the date first above written.

"Landlord"

CITY OF LONG BEACH, a municipal corporation


Date: _____, 2022

By _____
City Manager

"Tenant"

FIRST TO SERVE MINISTRIES, INC., a California nonprofit corporation

Date: December 16, 2022

By: 
Name: Richard Reed
Title: CEO

This Sublease is hereby approved as to form this ___ day of _____, 2022.

CHARLES PARKIN, City Attorney

By _____
Deputy

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IN WITNESS WHEREOF, the parties have executed this Sublease with all of the formalities required by law as of the date first above written.

"Landlord"
CITY OF LONG BEACH, a municipal corporation

Date: December 16, 2022

By Linda J. Takem
City Manager

"Tenant"
FIRST TO SERVE MINISTRIES, INC., a California nonprofit corporation

Date: _____, 2022

By: _____
Name: _____
Title: _____

December This Sublease is hereby approved as to form this 15 day of _____, 2022.

CHARLES PARKIN, City Attorney
By [Signature]
Deputy

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EXHIBIT "A"

PREMISES

The Hatfield Building, adjacent open space and appurtenant parking spaces as depicted below:



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