

1 LEASE  
2 36443

3 THIS LEASE is made and entered, in duplicate, as of December 1, 2022  
4 pursuant to a minute order of the City Council of the City of Long Beach adopted at its  
5 meeting held on December 13, 2022, by and between MWN COMMUNITY HOSPITAL  
6 LLC, a California limited liability company, whose address is 1720 Termino Avenue, Long  
7 Beach, California 90804 ("Landlord"), and the CITY OF LONG BEACH, a municipal  
8 corporation, whose address is 411 W. Ocean Boulevard, 10th Floor, Long Beach,  
9 California 90802, Attention: Property Services Bureau Manager ("Tenant").

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

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

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

22 3. Rent. Tenant shall pay to Landlord a monthly rental payment equal to  
23 Forty-Five Thousand Three Hundred Fifty Dollars (\$45,350), such rent to be prorated for  
24 any partial month, payable in advance on the first of the month.

25 4. Use. The Premises shall be used as a winter homeless shelter and shall  
26 include, among other things, the provision of temporary housing. Persons staying at the  
27 Premises may bring and keep service animals, emotional support animals, and other small  
28 pets under 30 pounds.

1                   5. Tenant's Obligations. Tenant, at its own expense, shall provide (i) two  
2 security guards at the Premises providing security 24 hours per day, 7 days per week, and  
3 (ii) one security guard at the professional office building adjacent to the Premises providing  
4 security between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday. Landlord  
5 and Tenant agree to meet on or about January 3, 2023 in order to determine if an addition  
6 or reduction to the security presence is warranted. Tenant shall keep the Premises in a  
7 neat, safe and sanitary condition, and in furtherance thereof shall procure, at its own cost  
8 and expense, standard janitorial services for the interior of the Premises. All other  
9 maintenance and repairs not specifically described immediately above shall be the  
10 responsibility of Landlord pursuant to Section 6.

11                   6. Landlord's Obligations. Landlord shall manage and maintain the Building  
12 and make all necessary repairs to the Premises, including without limitation all surface and  
13 structural elements of the roof, bearing walls and foundations of the Building, all electrical,  
14 plumbing, HVAC systems and all other elements of the Building, and landscaping and pest  
15 control services. In addition to the rent payable pursuant to Section 3, Tenant shall (i)  
16 make a monthly payment to Landlord in the amount of \$2,350 (prorated for any partial  
17 months of the Lease term and payable in advance on the first of the month) to offset  
18 Landlord costs of providing Premises pest control, landscaping, maintenance and service  
19 calls, if any, and (ii) make a monthly payment to Landlord in the amount of \$4,000 (prorated  
20 for any partial months of the Lease term and payable in advance on the first of the month)  
21 to offset the cost of providing one on-call staffer to address major system maintenance at  
22 the Building, as needed. If Landlord fails to maintain the Premises as required herein,  
23 Tenant shall notify Landlord of such failure in writing. Landlord shall provide Tenant with  
24 approximately 12 parking spaces adjacent to the Premises, it being acknowledged and  
25 agreed that the number of such spaces may be decreased or increased based on Tenant's  
26 actual needs.

27                   7. Utilities. Tenant shall pay the monthly costs associated with all utilities to  
28 the Premises resulting from its use of the Premises hereunder, determined as follows.

1 Landlord shall provide Tenant with utility billing records for the most recent full billing cycle  
2 immediately prior to Tenant's occupancy of the Premises, the amount of each bill shall be  
3 the baseline amount for each such utility. Landlord shall provide Tenant with utility bills as  
4 they become available during the Lease term, and Tenant shall reimburse Landlord the  
5 difference between the actual bill amount and the baseline amount, payable within 30 days  
6 after receipt by Tenant of the actual utility bill amount.

7           8. Taxes. Landlord shall be responsible for payment of all real property  
8 taxes.

9           9. Hazardous Materials. In the event any Hazardous Materials are detected  
10 during the Lease term which are not the result of Tenant's use of the Premises, such  
11 materials shall be removed promptly in accordance with applicable law at the sole cost and  
12 expense of Landlord. In the event Landlord determines it is cost prohibitive to remove such  
13 materials, Tenant shall have the option of terminating this Lease by giving written notice.  
14 No goods, merchandise, supplies, personal property, materials, or items of any kind shall  
15 be kept, stored, or sold in or on the Premises which are in any way explosive or hazardous.  
16 Tenant shall comply with California Health and Safety Code Section 25359.7 or its  
17 successor statute regarding notice to Landlord on discovery by Tenant of the presence or  
18 suspected presence of any hazardous material on the Premises. "Hazardous Materials"  
19 means any hazardous or toxic substance, material or waste which is or becomes regulated  
20 by the City, the County of Los Angeles, the State of California or the United States  
21 government.

22           10. Landlord Improvements. Landlord shall remove all equipment and  
23 fixtures from the Premises that are not needed for Tenant's use, and shall patch and paint  
24 the interior of the Premises, and otherwise ensure that all Building systems necessary for  
25 Tenant's use of the Premises are, and remain, in good working order. Tenant shall make  
26 a one-time \$25,000 payment to Landlord to offset such costs.

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

- 1 a. Failure to pay rent when due after ten (10) days written notice;  
2 b. Failure to perform any of the terms, covenants, or conditions of this  
3 Lease if said failure is not cured within thirty (30) days after written notice of said failure; or  
4 c. Any attempted assignment, transfer, or sublease except as  
5 approved by Landlord or otherwise authorized pursuant to Section 16.

6 If Tenant does not comply with each provision of this Lease or if a default  
7 occurs, then Landlord may terminate this Lease and Landlord may enter the Premises and  
8 take possession thereof provided, however, that these remedies are not exclusive but  
9 cumulative to other remedies provided by law in the event of Tenant's default, and the  
10 exercise by Landlord of one or more rights and remedies shall not preclude Landlord's  
11 exercise of additional or different remedies for the same or any other default by Tenant.

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

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

16 If Landlord does not comply with each provision of this Lease or if a default  
17 occurs, then Tenant may terminate this Lease, provided, however, that this remedy is not  
18 exclusive but cumulative to other remedies provided by law in the event of Landlord's  
19 default, and the exercise by Tenant of one or more rights and remedies shall not preclude  
20 Tenant's exercise of additional or different remedies for the same or any other default by  
21 Landlord.

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

27 14. Insurance. Concurrent with the execution of this Lease and as a  
28 condition of obtaining occupancy of the Premises, Tenant shall procure and maintain the

1 following types of insurance at Tenant's sole expense for the duration of this Lease,  
2 including any extensions, renewals, or holding over thereof, from insurance companies that  
3 are admitted to write insurance in the State of California or from authorized non-admitted  
4 insurers that have ratings of or equivalent to an A:VIII by A.M. Best Company:

5           A. Commercial general liability insurance or self-insurance equivalent in  
6 coverage scope to ISO form CG 00 01 10 93 in an amount not less than One Million Dollars  
7 (\$1,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate. Such  
8 coverage shall include but is not limited to broad form contractual liability coverage, cross  
9 liability protection, sexual abuse and molestation, assault and battery, and products and  
10 completed operations. MWN Community Hospital LLC, and its employees and agents shall  
11 be added as additional insureds by an endorsement equivalent in coverage scope to ISO  
12 form CG 20 26 11 85 and such endorsement shall protect Landlord, and its employees,  
13 and agents from and against claims, demands, causes of action, expenses, costs, or  
14 liability for injury to or death of persons, or damage to or loss of property arising out  
15 activities performed by or on behalf of Tenant or from maintenance or use of the Premises.  
16 The coverage shall contain no special limitations on the scope of protection afforded to  
17 Landlord, and its employees, and agents.

18           B. "All Risk" property insurance, in an amount sufficient to cover the full  
19 replacement value of Tenant's personal property and equipment on the Premises, whether  
20 owned, leased, or in the care, custody, or control of the Tenant, and of Landlord's personal  
21 property and equipment on the Premises including but not limited to furnishings, fine arts,  
22 and equipment. Landlord shall be named as an additional insured under a standard loss  
23 payable endorsement, as its interests may appear.

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

27           D. With respect to damage to property, Landlord and Tenant hereby  
28 waive all rights of subrogation, one against the other, but only to the extent that collectible

1 commercial insurance is available for said damage.

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

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

11 G. Tenant shall deliver to Landlord certificates of insurance or self-  
12 insurance and the required endorsements for approval as to sufficiency and form prior to  
13 commencement of this Lease. The certificates and endorsements for each insurance policy  
14 shall contain the signature of a person authorized by that insurer to bind coverage on its  
15 behalf. Tenant shall, at least thirty (30) days prior to expiration of such policies, furnish  
16 Landlord with evidence of renewals.

17 H. Such insurance or self-insurance as required herein shall not be  
18 deemed to limit Tenant's liability relating to performance under this Lease. The procuring  
19 of insurance shall not be construed as a limitation on liability or as full performance of the  
20 indemnification and hold harmless provisions of this Lease. Tenant understands and  
21 agrees that, notwithstanding any insurance, Tenant's obligation to defend, indemnify, and  
22 hold Landlord, and its officials, agents, and employees harmless hereunder is for the full  
23 and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by the  
24 Tenant related to the condition of the Premises or in any manner connected with or  
25 attributed to the acts or omissions of Tenant, its officers, agents contractors, employees,  
26 licensees, vendors, patrons, or visitors, or the operations conducted by or on behalf of  
27 Tenant, or Tenant's use, misuse, or neglect of the Premises.

28 I. Any modification or waiver of the insurance requirements herein shall

1 be made only with the written approval of Landlord.

2 15. Condemnation. If the whole or any part of the Premises shall be taken  
3 by any public or quasi-public authority under the power of eminent domain, then this Lease  
4 shall terminate as to the part taken or as to the whole, if taken, as of the day possession of  
5 that part or the whole is required for any public purpose, and on or before the day of the  
6 taking Tenant shall elect in writing either to terminate this Lease or to continue in  
7 possession of the remainder of the Premises, if any. All damages awarded for such taking  
8 shall belong to Landlord, whether such damages be awarded as compensation for  
9 diminution in value to the leasehold or to the fee provided, however, that Landlord shall not  
10 be entitled to any portion of the award made for loss of Tenant's business.

11 16. Assignment. Tenant shall not otherwise assign or transfer this Lease or  
12 any interest herein, nor sublease the Premises or any part thereof (collectively referred to  
13 as "transfer") to any party other than Landlord without the prior written approval of Landlord.  
14 Notwithstanding the foregoing, Landlord acknowledges and approves of Tenant's sublease  
15 of the Premises to First to Serve Ministries, Inc., a California nonprofit corporation, pursuant  
16 to a sublease dated as of even date herewith and containing terms and conditions with  
17 respect to use of the Premises substantially similar to the terms of this Lease.

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

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

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

27 20. Surrender of Premises. On the expiration or sooner termination of this  
28 Lease, Tenant shall deliver to Landlord possession of the Premises in substantially the

1 same condition that existed immediately prior to the date of execution hereof, reasonable  
2 wear and tear excepted.

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

8 22. Waiver of Rights. The failure or delay of Landlord to insist on strict  
9 enforcement of any term, covenant, or condition herein shall not be deemed a waiver of  
10 any right or remedy that Landlord may have and shall not be deemed a waiver of any  
11 subsequent or other breach of any term, covenant, or condition herein. The receipt of and  
12 acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default  
13 but shall only constitute a waiver of timely payment of rent. Any waiver by Landlord of any  
14 default or breach shall be in writing. Landlord's approval of any act by Tenant requiring  
15 Landlord's approval shall not be deemed to waive Landlord's approval of any subsequent  
16 act of Tenant.

17 23. Successors in Interest. This Lease shall be binding on and inure to the  
18 benefit of the parties and their successors, heirs, personal representatives, transferees,  
19 and assignees, and all of the parties hereto shall be jointly and severally liable hereunder.

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

28 25. Partial Invalidity. If any term, covenant, or condition of this Lease is held



1 by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of  
2 the provisions hereof shall remain in full force and effect and shall in no way be affected,  
3 impaired or invalidated thereby.

4 26. Time. Time is of the essence in this Lease, and every provision hereof.

5 27. Governing Law. This Lease shall be governed by and construed in  
6 accordance with the laws of the State of California.

7 28. Integration and Amendments. This Lease represents and constitutes the  
8 entire understanding between the parties and supersedes all other agreements and  
9 communications between the parties, oral or written, concerning the subject matter herein.  
10 This Lease shall not be modified except in writing signed by the parties and referring to this  
11 Lease.

12 29. Joint Effort. This Lease is created as a joint effort between the parties  
13 and fully negotiated as to its terms and conditions and nothing contained herein shall be  
14 construed against either party as the drafter.

15 30. No Recordation. This Lease shall not be recorded.

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

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

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

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

"Landlord"

MWN COMMUNITY HOSPITAL LLC,  
a California limited liability company

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

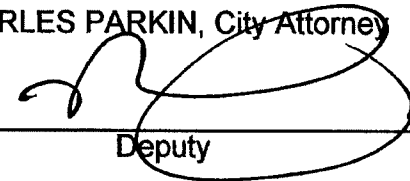
"Tenant"

CITY OF LONG BEACH, a municipal corporation

Date: 12/16, 2022

By Sinda J. Jatum  
City Manager

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

CHARLES PARKIN, City Attorney  
By  Deputy

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

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

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

"Landlord"  
MWN COMMUNITY HOSPITAL LLC,  
a California limited liability company

Date: DEC 15, 2022

By: [Signature]  
Name: BRANDON DOWLING  
Title: CHIEF OF STAFF

"Tenant"  
CITY OF LONG BEACH, a municipal corporation

Date: \_\_\_\_\_, 2022

By \_\_\_\_\_  
City Manager

This Lease is hereby approved as to form this \_\_\_\_ day of \_\_\_\_\_, 2022.

CHARLES PARKIN, City Attorney  
By \_\_\_\_\_  
Deputy

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EXHIBIT "A"

PREMISES

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



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