

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4511

FACILITY USE PERMIT

36161

Pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on October 20, 2020, the CITY OF LONG BEACH, a municipal corporation ("City") hereby grants to LONG BEACH UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, by and through its CHILD DEVELOPMENT CENTER, a public school system created and authorized by the California Constitution and the Long Beach City Charter, ("Permittee"), whose address is 2209 Seabright Avenue, Long Beach, California 90810, permission to use space in the Central Facilities Center located at 1133 Rhea Street, Long Beach, California 90806, which space is more particularly shown on Exhibit "A" attached hereto and incorporated herein (the "Permit Area").

Permittee shall use the Permit Area subject to the following terms, conditions and restrictions:

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 November 1, 2020 through October 31, 2025, Permittee shall use the Permit Area only during the hours of 6:30 a.m. and 6:30 p.m., Monday through Friday, unless otherwise agreed upon. At the end of the initial 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.

B. Permittee's use of the Central Facilities Center is non-exclusive, but Permittee's use of the Permit Area is reserved solely to Permittee. By executing this Permit, Permittee acknowledges that the City has issued other permits to other non-profit corporations for the use of the Central Facilities Center.

1 Permittee shall cooperate with other holders of permits at the Central Facilities  
2 Center and shall not interfere with the use of the Central Facilities Center by other  
3 holders of permits there.

4 C. There is no reserved parking at the Central Facilities Center  
5 for Permittee's employees, volunteers, or clients. Parking is "first come, first  
6 served."

7 D. Permittee acknowledges and agrees that, by this Permit,  
8 Permittee does not acquire any right, title, or interest in the Permit Area or in the  
9 Central Facilities Center, including the right to possession and control, but  
10 acquires only the mere right to use. Permittee acknowledges and agrees that this  
11 Permit shall not be deemed a lease for any purpose.

12 2. The City may revoke this Permit for any reason or no reason by  
13 giving fifteen (15) days prior notice to Permittee provided, however, that the City may  
14 revoke this Permit without notice and immediately if Permittee fails to comply with the  
15 terms, conditions and restrictions in this Permit. Permittee may request cancellation of  
16 this Permit by giving fifteen (15) days prior notice to the City.

17 On revocation by the City or cancellation by Permittee following notice,  
18 Permittee shall remove its personal property from the Permit Area and Central Facilities  
19 Center within seven (7) days and peaceably surrender use of the Permit Area to the City.  
20 If Permittee has not removed said personal property in that time, then the City may  
21 remove it and dispose of it as provided by law. Permittee shall pay to the City the cost of  
22 removal and disposal.

23 If Permittee abandons the Permit Area without giving notice of cancellation  
24 to the City, then title to any personal property left in, on or at the Permit Area forty-five  
25 (45) days after abandonment shall be deemed to have been transferred to the City. The  
26 City shall thereafter have the right to remove and to dispose of said property without  
27 liability to Permittee or to any person claiming under Permittee, and shall have no duty to  
28 account therefore. Permittee hereby names the Director as Permittee's attorney in fact to

1 execute and deliver such documents or instruments as may be reasonably required to  
2 dispose of such property and transfer title thereto.

3           3. Permittee shall maintain the Permit Area and common areas of the  
4 Central Facilities Center in a neat, clean, sanitary condition. Permittee shall not use,  
5 keep, or allow any offensive or refuse matter, any substance constituting a fire hazard, or  
6 any hazardous material or substance on, in, or about the Permit Area or the Central  
7 Facilities Center.

8           4. Permittee shall not install, erect, or make improvements to the Permit  
9 Area or to alter the Permit Area without the prior written approval of the Director, which  
10 may be withheld for any or no reason. Permittee shall pay the cost of any approved  
11 improvements and, if the improvements are of a permanent nature, they shall become  
12 the property of the City at the revocation or cancellation of this Permit.

13           5. The City shall maintain and repair the Central Facilities Center and  
14 the Permit Area. Notwithstanding the foregoing sentence, if the City fails or refuses to  
15 maintain or repair the Central Facilities Center or the Permit Area, then Permittee's sole  
16 and exclusive remedy by reason of the condition of the Permit Area or the Central  
17 Facilities Center shall be to cancel this Permit and vacate the Permit Area. The City shall  
18 not be liable to Permittee for any loss, cost, or expense resulting from Permittee's inability  
19 to use the Permit Area.

20           6. The City shall provide and pay for water, gas, electricity and one  
21 telephone line to the Permit Area. In addition, the City shall provide and pay for custodial  
22 services for the Central Facilities Center, including the Permit Area.

23           7. During its use of the Permit Area, Permittee shall comply with all  
24 laws, ordinances, rules, and regulations of and obtain all permits required by all federal,  
25 state, and local governmental authorities having jurisdiction over the Permit Area and  
26 Permittee's activities thereon.

27           8. Because a Permit is personal in nature, Permittee shall not assign  
28 this Permit or any interest herein nor allow or cause the transfer hereof, whether by law

1 or otherwise. Any attempted assignment or transfer shall be void and confer no rights  
2 whatsoever on a purported assignee or transferee.

3 9. The City's authorized representative(s) shall have access to the  
4 Permit Area during business hours for any reasonable purpose including but not limited  
5 to maintenance and repairs, and, in the event of an emergency, at any other time. The  
6 City shall make reasonable efforts to inform Permittee when access will be made.

7 10. This Permit may create a possessory interest subject to property  
8 taxation and Permittee may be liable for the payment of property taxes levied on such  
9 possessory interest. Permittee shall pay, prior to delinquency, all taxes, assessments,  
10 and other governmental or district charges that may be levied or assessed on Permittee's  
11 personal property at the Permit Area and on any possessory interest created by this  
12 Permit. Permittee shall deliver to the City satisfactory evidence of such payments upon  
13 City's request therefore.

14 11. All notices shall be in writing and personally delivered or deposited in  
15 the U.S. Postal Service, first class, postage prepaid, addressed to Permittee at the  
16 address first shown above and to the City at 2525 Grand Avenue, Long Beach, California  
17 90815 Attn: Director, Health and Human Services. Notice of change of address shall be  
18 given in the same manner as stated herein for other notices. Notice shall be deemed  
19 given on the date personal delivery is made or on the date of deposit in the mail,  
20 whichever first occurs.

21 12. This Permit is granted at no fee or charge to Permittee.

22 13. Permittee shall defend, indemnify and hold harmless the City, its  
23 commissions, officials, employees and agents (collectively in this Section "City") from and  
24 against all claims, demands, damage, causes of action, losses, liability, costs and  
25 expenses (including reasonable attorney's fees) which may be asserted against the City  
26 and which is connected in any way with this Permit, except for the gross negligence or  
27 willful misconduct of the City. Permittee shall give notice to the City of any claim,  
28 demand, damage, cause of action, loss, liability, cost, or expense within ten (10) days.

1           14. Subject to applicable laws and regulations, Permittee shall not  
2 discriminate on the basis of race, religion, color, ancestry, sex, sexual orientation, AIDS,  
3 AIDS related condition, HIV status, age, national origin, handicap or disability in  
4 Permittee's use of the Permit Area.

5           15. Permittee shall comply with the insurance requirements stated in  
6 Exhibit "B" attached hereto and incorporated herein by this reference.

7           16. This Permit shall not be amended, nor any term, condition or  
8 restriction waived, nor any breach thereof waived, except in writing signed by both the  
9 City and Permittee. The waiver of any breach hereof shall not constitute a waiver of any  
10 other or subsequent breach. The failure or delay of the City to insist on strict compliance  
11 with the terms, conditions and restrictions of this Permit shall not be deemed a waiver of  
12 any right or remedy that City may have. This Permit shall be governed by the laws of the  
13 State of California. This Permit constitutes the entire understanding of the parties and  
14 supersedes all other agreements, oral or written, with respect to the subject matter  
15 herein. If there is any legal proceeding between the City and Permittee to enforce or  
16 interpret this Permit or to protect or establish any rights or remedies hereunder, the  
17 prevailing party in that legal proceeding shall be entitled to its costs and expenses,  
18 including reasonable attorney's fees and court costs. This Permit is not intended or  
19 granted for the purpose of creating any benefit or right for any person or entity other than  
20 the City and the Permittee. Revocation or cancellation of this Permit shall not terminate  
21 any rights or liabilities of either the City or Permittee which accrued or existed during the  
22 time that this Permit was in effect.

23           17. Permittee shall not erect, allow or cause to be erected on the Permit  
24 Area any sign that has not received the prior written approval of the City.

25           18. Notwithstanding any language to the contrary herein, if a court of  
26 competent jurisdiction deems this Permit to be a lease, then Permittee hereby waives any  
27 right of redemption or relocation payment under any existing or future law in the event of  
28 removal from the Permit Area. Permittee agrees that, if the manner or method used by

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1 the City in revoking this Permit gives to Permittee a cause of action for damages, that the  
2 total amount of damages to which Permittee shall be entitled in any such action is One  
3 Dollar. Permittee agrees that this Section may be filed in any such action and that, when  
4 filed, it shall be a stipulation by Permittee fixing the total damages to which Permittee is  
5 entitled in such action.

6           19. The City shall not be liable for and Permittee hereby waives all  
7 claims against the City, its officials and employees for loss or damage to Permittee's  
8 personal property, or for injury to or death of persons due to theft, fire, flood, burglary,  
9 vandalism, or other insurable cause, which occurs in, on or at the Permit Area except to  
10 the extent caused by the City's gross negligence or willful misconduct.

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

LONG BEACH UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, by and through its CHILD DEVELOPMENT CENTER, a public school system created and authorized by the California Constitution and the Long Beach City Charter

8/23, 2021

By Susan Ginder  
Name Susan Ginder  
Title Financial Services Officer

\_\_\_\_\_, 2021

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

"Permittee"

CITY OF LONG BEACH, a municipal corporation

December 20, 2021

By Linda J. Jatum  
City Manager

"City"

ENCLOSED FOR SIGNATURE TO SECTION 3.01 OF THE CITY CHARTER.

This Facility Use Permit is approved as to form on December 20, 2021.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy