

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

1 LEASE

2 32445

3 THIS LEASE is made and entered, in duplicate, as of November 16, 2011
4 pursuant to a minute order of the City Council of the City of Long Beach adopted at its
5 meeting held on November 15, 2011, by and between LONG BEACH RESCUE MISSION
6 FOUNDATION, a California non-profit corporation, whose address is 1430 Pacific
7 Avenue, Long Beach, California 90813 ("Landlord"), and the CITY OF LONG BEACH, a
8 municipal corporation, whose address is 333 W. Ocean Boulevard, 3rd Floor, Long
9 Beach, California 90802, Attention: Asset Management 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
13 accepts and leases from Landlord those certain premises containing approximately
14 twelve thousand (12,000) rentable square feet (the "Premises") located within the building
15 located at 6845 Atlantic Avenue (the "Building"), such premises being more particularly
16 depicted in Exhibit "A" attached hereto. The Premises shall be leased in "as is" condition.

17 2. Term. The term of this Lease shall commence on December 1,
18 2011, and shall terminate at midnight on March 15, 2012.

19 3. Rent. Tenant shall pay to Landlord a monthly rental payment equal
20 to Six Thousand and No/100 Dollars (\$6,000.00), such rent to be prorated for any partial
21 month.

22 4. Use. The Premises shall be used as a winter homeless shelter.

23 5. Tenant's Maintenance Obligations. Tenant shall keep the Premises
24 in a neat, safe and sanitary condition. All other maintenance and repairs not specifically
25 described immediately above shall be the responsibility of Landlord pursuant to Section

26 6.

27 6. Landlord's Maintenance Obligations. Landlord shall, at its own cost
28 and expense, manage and maintain the Building and make all necessary repairs to the

1 Premises, including without limitation all surface and structural elements of the roof,
2 bearing walls and foundations of the Building, all electrical, plumbing, HVAC systems and
3 all other elements of the Building. If Landlord fails to maintain the Premises as required
4 herein, Tenant shall notify Landlord of such failure in writing.

5 7. Utilities. Landlord shall pay the monthly costs associated with all
6 utilities to the Premises.

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

9 9. Hazardous Materials.

10 A. In the event any Hazardous Materials are detected during the
11 Lease term, such materials shall be removed promptly in accordance with
12 applicable law at the sole cost and expense of Landlord. In the event Landlord
13 determines it is cost prohibitive to remove such materials, Tenant shall have the
14 option of terminating this Lease by giving written notice.

15 B. No goods, merchandise, supplies, personal property,
16 materials, or items of any kind shall be kept, stored, or sold in or on the Premises
17 which are in any way explosive or hazardous. Tenant shall comply with California
18 Health and Safety Code Section 25359.7 or its successor statute regarding notice
19 to Landlord on discovery by Tenant of the presence or suspected presence of any
20 hazardous material on the Premises. "Hazardous Materials" means any
21 hazardous or toxic substance, material or waste which is or becomes regulated by
22 the City, the County of Los Angeles, the State of California or the United States
23 government.

24 10. Default by Tenant.

25 A. The occurrence of any of the following acts shall constitute a
26 default by Tenant:

27 i. Failure to pay rent when due after ten (10) days written
28 notice;

1 ii. Failure to perform any of the terms, covenants, or
2 conditions of this Lease if said failure is not cured within thirty (30) days
3 after written notice of said failure; or

4 iii. Any attempted assignment, transfer, or sublease
5 except as approved by Landlord or otherwise authorized pursuant to
6 Section 16.

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

14 11. Default by Landlord.

15 A. The occurrence of any of the following acts shall constitute a
16 default by Landlord:

17 i. Failure to perform any of the terms, covenants, or
18 conditions of this Lease if said failure is not cured within thirty (30) days
19 after written notice of said failure.

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

26 12. Right of Entry. Landlord shall have the right of access to the
27 Premises during normal business hours and with reasonable advance notice to inspect
28 the Premises, to determine whether or not Tenant is complying with the terms,

1 covenants, and conditions of this Lease, to serve, post, or keep posted any notice, and
2 for any other legal purpose. Landlord shall also have the right to enter in case of
3 emergencies.

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

14 14. Assignment. Tenant shall not otherwise assign or transfer this Lease
15 or any interest herein, nor sublease the Premises or any part thereof (collectively referred
16 to as "transfer") to any party other than Landlord without the prior written approval of
17 Landlord.

18 15. 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 16. Access. Tenant shall have access to the Premises twenty-four (24)
21 hours per day, seven (7) days per week.

22 17. 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 18. Surrender of Premises. On the expiration or sooner termination of
28 this Lease, Tenant shall deliver to Landlord possession of the Premises in substantially

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

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

8 20. 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
12 and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other
13 default but shall only constitute a waiver of timely payment of rent. Any waiver by
14 Landlord of any default or breach shall be in writing. Landlord's approval of any act by
15 Tenant requiring Landlord's approval shall not be deemed to waive Landlord's approval of
16 any subsequent act of Tenant.

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

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

1 23. Partial Invalidity. If any term, covenant, or condition of this Lease is
2 held by a court of competent jurisdiction to be invalid, void or unenforceable, the
3 remainder of the provisions hereof shall remain in full force and effect and shall in no way
4 be affected, impaired or invalidated thereby.

5 24. Time. Time is of the essence in this Lease, and every provision
6 hereof.

7 25. Governing Law. This Lease shall be governed by and construed in
8 accordance with the laws of the State of California.

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

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

17 28. No Recordation. This Lease shall not be recorded.

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

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

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

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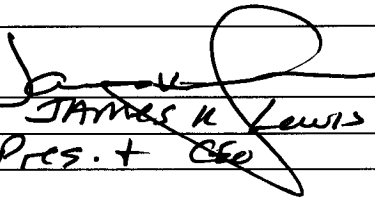
IN WITNESS WHEREOF, the parties have executed this Lease with all of the formalities required by law as of the date first above written.

LONG BEACH RESCUE MISSION FOUNDATION, a California non-profit corporation

_____, 2011

By _____
Name _____
Title _____

_____, 2011

By 
Name JAMES K Lewis
Title Pres. + CEO

"Landlord"

CITY OF LONG BEACH, a municipal corporation

12.16, 2011

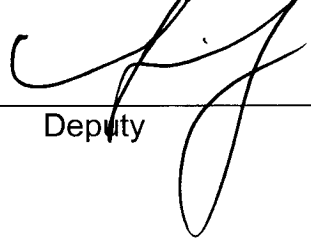
By  Assistant City Manager
City Manager

"Tenant"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Lease is hereby approved as to form this 8th day of December, 2011.

ROBERT E. SHANNON, City Attorney

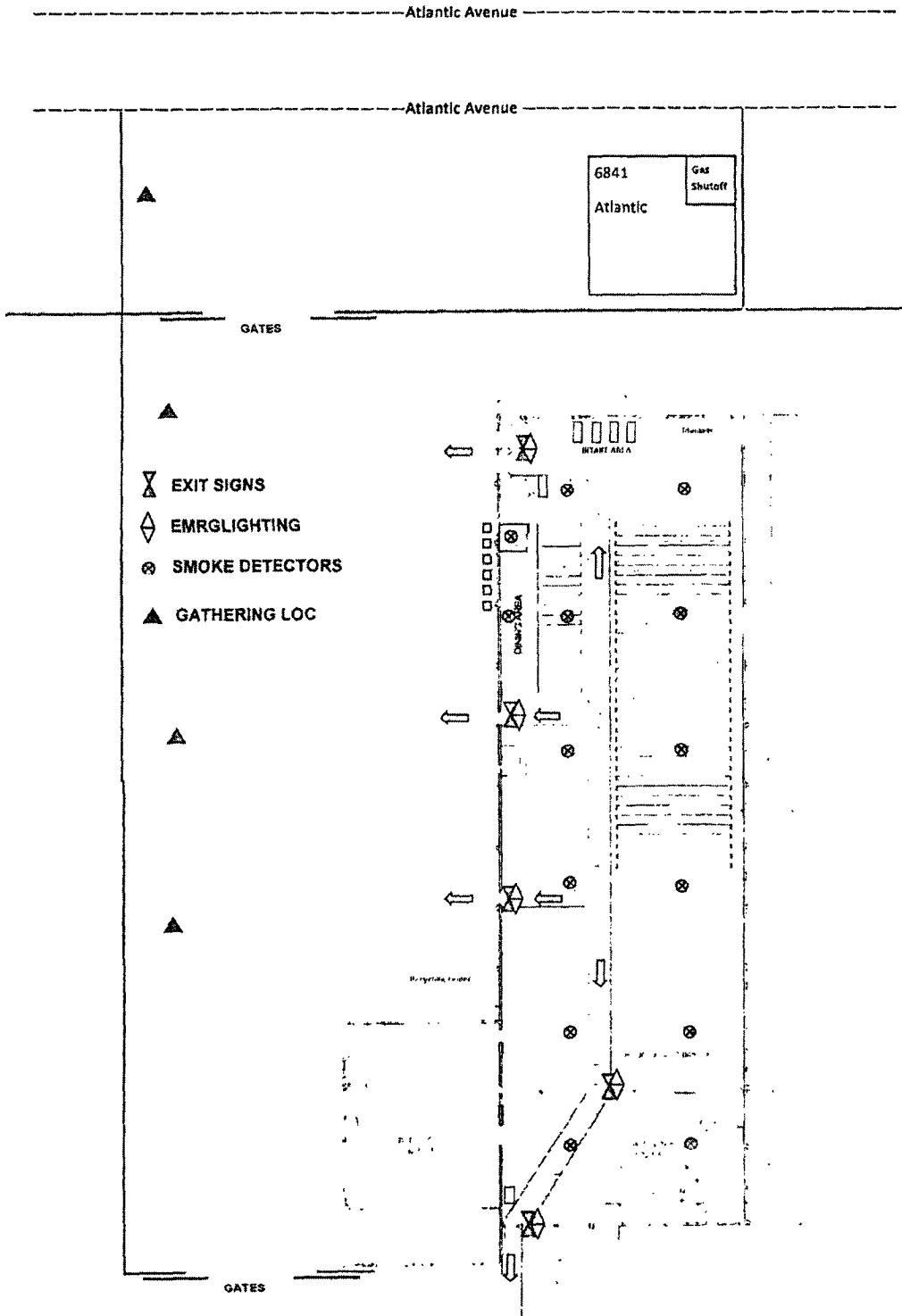
By 
Deputy

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EXHIBIT "A"

PREMISES



NET FLOOR PLAN AREA
 BLDG. A - 16,416 SF
 BLDG. B - 12,119 SF
 BLDG. C - 5,561 SF
 TOTAL AREA - 34,096 SF

FLOOR PLAN

Temporary Shelter Site
 Long Beach Rescue Mission
 6845 Atlantic, Long Beach, CA 90815
 Phone: (562) 591-1292