

TEMPORARY FACILITY USE PERMIT

34641

Pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on September 4, 2018, the CITY OF LONG BEACH, a municipal corporation ("City"), hereby grants to GOODWILL, SERVING THE PEOPLE OF SOUTHERN LOS ANGELES COUNTY, a California non-profit corporation ("Permittee"), whose address is 800 West Pacific Coast Highway, Long Beach, California 90806, permission to use space in the Miller Family Health Education Center located at 3820 Cherry Avenue, Long Beach, California 90807, 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 Temporary Permit period of September 10, 2018 through March 9, 2020, Permittee shall use the Permit Area only during the hours of 8:00 a.m. and 5:00 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 Miller Family Health Education 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 Miller Family Health Education Center. Permittee shall cooperate with other holders of permits at the Miller Family Health

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

1 Education Center and shall not interfere with the use of the Miller Family Health Education
2 Center by other holders of permits there.

3 C. There is no reserved parking at the Miller Family Health Education
4 Center for Permittee's employees, volunteers, or clients. Parking is "first come, first
5 served."

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

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

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

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

1 such property and transfer title thereto.

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

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

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

19 6. The City shall provide and pay for water, gas, electricity and one
20 telephone line to the Permit Area. In addition, the City shall provide and pay for custodial
21 services for the Miller Family Health Education Center, including the Permit Area. The City
22 shall also provide security services to the Miller Family Health Education Center during
23 normal business hours.

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

28 8. Because a Permit is personal in nature, Permittee shall not assign this

1 Permit or any interest herein nor allow or cause the transfer hereof, whether by law or
2 otherwise. Any attempted assignment or transfer shall be void and confer no rights
3 whatsoever on a purported assignee or transferee.

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

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

15 11. All notices shall be in writing and personally delivered or deposited in
16 the U.S. Postal Service, first class, postage prepaid, addressed to Permittee at the address
17 first shown above and to the City at 2525 Grand Avenue, Long Beach, California 90815,
18 Attn: Director, Health and Human Services. Notice of change of address shall be given in
19 the same manner as stated herein for other notices. Notice shall be deemed given on the
20 date personal delivery is made or on the date of deposit in the mail, 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, demand,
28 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, gender
3 identity, AIDS, AIDS related condition, HIV status, age, national origin, handicap or
4 disability in 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 City
9 and Permittee. The waiver of any breach hereof shall not constitute a waiver of any other
10 or subsequent breach. The failure or delay of the City to insist on strict compliance with
11 the terms, conditions and restrictions of this Permit shall not be deemed a waiver of any
12 right or remedy that City may have. This Permit shall be governed by the laws of the State
13 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 herein.
15 If there is any legal proceeding between the City and Permittee to enforce or interpret this
16 Permit or to protect or establish any rights or remedies hereunder, the prevailing party in
17 that legal proceeding shall be entitled to its costs and expenses, including reasonable
18 attorney's fees and court costs. This Permit is not intended or granted for the purpose of
19 creating any benefit or right for any person or entity other than the City and the Permittee.
20 Revocation or cancellation of this Permit shall not terminate any rights or liabilities of either
21 the City or Permittee which accrued or existed during the time that this Permit was in effect.

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

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

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

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

GOODWILL, SERVING THE PEOPLE OF SOUTHERN LOS ANGELES COUNTY, a California non-profit corporation

September 27, 2018

By [Signature]
Name Janet Mc Carthy
Title President & CEO

_____, 2018

By _____
Name _____
Title _____

Tom Modica
Assistant City Manager

"Permittee"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

CITY OF LONG BEACH, a municipal corporation

Oct 15, 2018

By [Signature]
City Manager

"City"

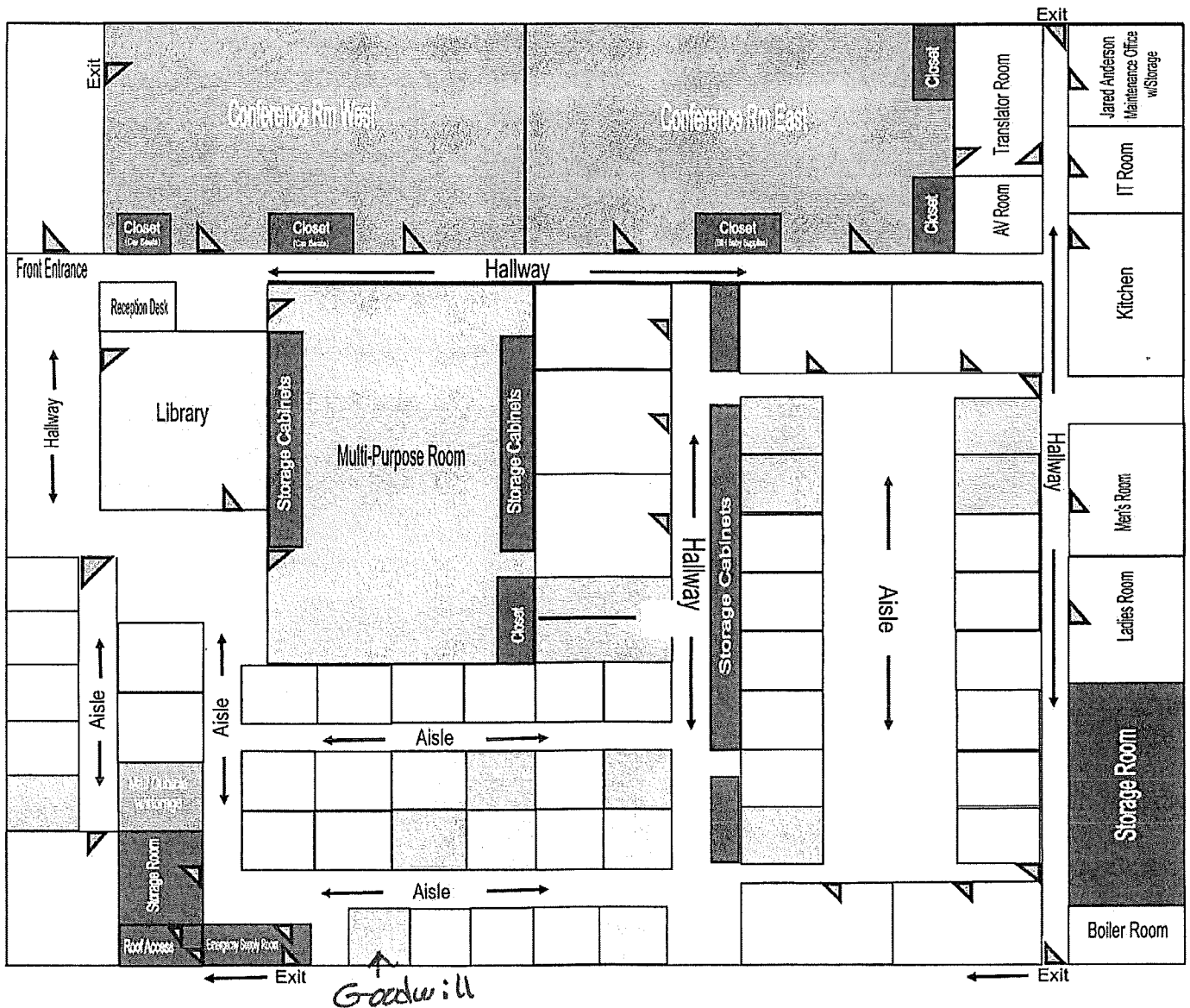
This Temporary Facility Use Permit is approved as to form on

10/9, 2018.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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.

"EXHIBIT B"

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.

34641



Goodwill[®]

Serving the People of Southern Los Angeles County

BOARD RESOLUTION

WHEREAS, the Board of Trustees of the above named corporation, at its October 15, 2012 full board meeting, authorized the organization's President & CEO full authority to sign any and all contracts/agreements between Goodwill Serving The People of Southern Los Angeles County (Goodwill SOLAC) and the City of Long Beach.

NOW, THEREFORE, BE IT RESOLVED that said Board of Trustees does hereby authorize:

JANET MCCARTHY
President/Chief Executive Officer

of the above-named corporation on behalf of the corporation to sign and execute any and all contracts/agreements and their amendments there to between Goodwill SOLAC and the City of Long Beach.

CERTIFICATION

I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Trustees of above named corporation at/on October 15, 2012 full board meeting vote was taken, at which a quorum of said Trustees voted, and that said resolution was adopted by majority vote of the Board of Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation.

Date of Vote

Signature of Recording Secretary

Date Signed

October 15, 2012

C. C. Jackson

10/15/2012