

1 FACILITY USE PERMIT

2 **35130**

3 Pursuant to a minute order adopted by the City Council of the City of Long
4 Beach at its meeting on September 4, 2018, the CITY OF LONG BEACH, a municipal
5 corporation ("City"), hereby grants to SOUTH BAY CENTER FOR COUNSELING, a
6 California non-profit corporation ("Permittee"), whose address is 540 N. Marine Avenue,
7 Wilmington, California 90744, permission to use space in the Miller Family Health
8 Education Center located at 3820 Cherry Avenue, Long Beach, California 90807, which
9 space is more particularly shown on Exhibit "A" attached hereto and incorporated herein
10 (the "Permit Area").

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

13 1. A. The Permit Area shall be used solely for the purpose of
14 providing human and social services and for no other purpose without the prior written
15 consent of the Director of City's Department of Health and Human Services ("Director").
16 During the Permit period of September 10, 2018 through October 1, 2023, Permittee shall
17 use the Permit Area only during the hours of 8:00 a.m. and 5:00 p.m., Monday through
18 Friday, unless otherwise agreed upon. At the end of the initial Permit period, the Permit
19 may be extended annually upon a determination by the City that Permittee has fully
20 complied with the terms and conditions of this Permit and is otherwise in good standing
21 with the City. The City shall notify Permittee within thirty (30) days of the end of the Permit
22 period, and any subsequent extension thereof, if the Permit will be extended.

23 B. Permittee's use of the Miller Family Health Education Center is non-
24 exclusive, but Permittee's use of the Permit Area is reserved solely to Permittee. By
25 executing this Permit, Permittee acknowledges that the City has issued other permits to
26 other non-profit corporations for the use of the Miller Family Health Education Center.
27 Permittee shall cooperate with other holders of permits at the Miller Family Health
28 Education Center and shall not interfere with the use of the Miller Family Health Education

1 Center by other holders of permits there.

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

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

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

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

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

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

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

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

18 6. The City shall provide and pay for water, gas, electricity and one
19 telephone line to the Permit Area. In addition, the City shall provide and pay for custodial
20 services for the Miller Family Health Education Center, including the Permit Area.

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

25 8. Because a Permit is personal in nature, Permittee shall not assign this
26 Permit or any interest herein nor allow or cause the transfer hereof, whether by law or
27 otherwise. Any attempted assignment or transfer shall be void and confer no rights
28 whatsoever on a purported assignee or transferee.

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

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

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

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

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

26 14. Subject to applicable laws and regulations, Permittee shall not
27 discriminate on the basis of race, religion, color, ancestry, sex, sexual orientation, gender
28 identity, AIDS, AIDS related condition, HIV status, age, national origin, handicap or

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CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Loma Beach, CA 90802-4664

1 disability in Permittee's use of the Permit Area.

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

4 16. This Permit shall not be amended, nor any term, condition or
5 restriction waived, nor any breach thereof waived, except in writing signed by both the City
6 and Permittee. The waiver of any breach hereof shall not constitute a waiver of any other
7 or subsequent breach. The failure or delay of the City to insist on strict compliance with
8 the terms, conditions and restrictions of this Permit shall not be deemed a waiver of any
9 right or remedy that City may have. This Permit shall be governed by the laws of the State
10 of California. This Permit constitutes the entire understanding of the parties and
11 supersedes all other agreements, oral or written, with respect to the subject matter herein.

12 If there is any legal proceeding between the City and Permittee to enforce or interpret this
13 Permit or to protect or establish any rights or remedies hereunder, the prevailing party in
14 that legal proceeding shall be entitled to its costs and expenses, including reasonable
15 attorney's fees and court costs. This Permit is not intended or granted for the purpose of
16 creating any benefit or right for any person or entity other than the City and the Permittee.
17 Revocation or cancellation of this Permit shall not terminate any rights or liabilities of either
18 the City or Permittee which accrued or existed during the time that this Permit was in effect.

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

21 18. Notwithstanding any language to the contrary herein, if a court of
22 competent jurisdiction deems this Permit to be a lease, then Permittee hereby waives any
23 right of redemption or relocation payment under any existing or future law in the event of
24 removal from the Permit Area. Permittee agrees that, if the manner or method used by the
25 City in revoking this Permit gives to Permittee a cause of action for damages, that the total
26 amount of damages to which Permittee shall be entitled in any such action is One Dollar.
27 Permittee agrees that this Section may be filed in any such action and that, when filed, it
28 shall be a stipulation by Permittee fixing the total damages to which Permittee is entitled in

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1 such action.

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

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

SOUTH BAY CENTER FOR
COUNSELING, a California non-profit
corporation

11 November 29, 2018

By Colleen Mooney
Name Colleen Mooney
Title Executive Director

14 _____, 2018

By _____
Name _____
Title _____

16 **Tom Modica**
Assistant City Manager

"Permittee"

17 **EXECUTED PURSUANT**
TO SECTION 301 OF
THE CITY CHARTER

CITY OF LONG BEACH, a municipal
corporation

19 Dec. 7, 2018

By [Signature]
City Manager

"City"

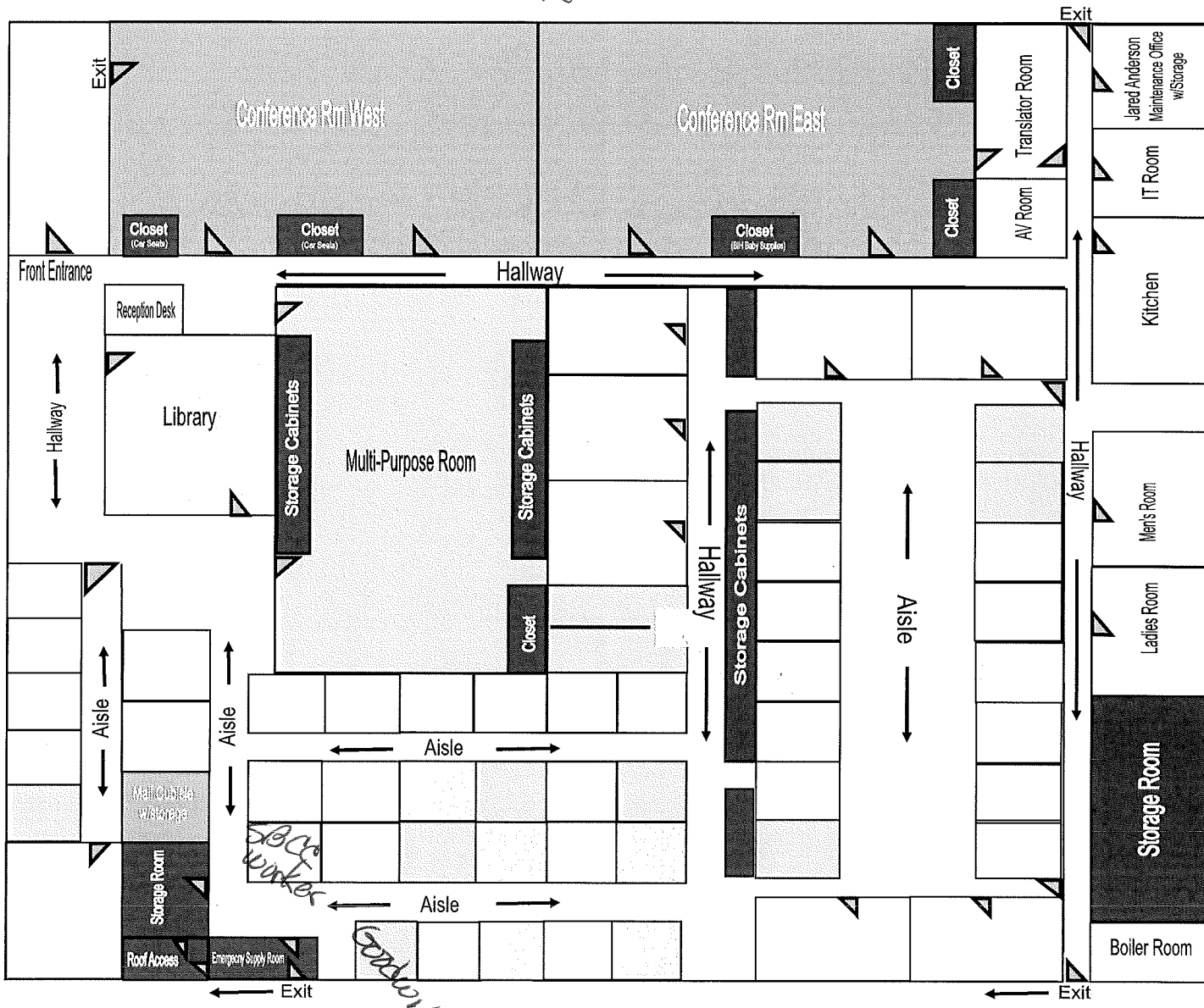
22 This Facility Use Permit is approved as to form on 12/5, 2018.

24 CHARLES PARKIN, City Attorney

25 By [Signature]
Deputy

28

Exhibit A





SBCC Thrive LA
PO Box 1258
540 North Marine Avenue
Wilmington, CA 90748-1258
T: 310-414-2090 F: 310-414-2096
www.sbcc-la.org
@SBCCThriveLA

JUNE 7, 2016

BE IT RESOLVED THAT THE BOARD OF DIRECTORS
OF
SOUTH BAY CENTER FOR COUNSELING

Hereby authorizes Colleen Mooney to serve as Executive Director and Chief Administrator and delegates her the authority to carry out the day to day functions of the center including the authority to enter into contract on behalf of SBCC and delegate signature authority for agreements and amendment.

A handwritten signature in cursive script, reading 'Todd Franke', written over a horizontal line.

Todd Franke
President, SBCC Board of Directors