

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

SUBLEASE

36578

THIS SUBLEASE is made and entered, in duplicate, as of April 26, 2023 pursuant to a minute order of the City Council of the City of Long Beach adopted at its meeting held on January 10, 2023, by and between the CITY OF LONG BEACH, a municipal corporation, whose address is 411 W. Ocean Boulevard, 10th Floor, Long Beach, California 90802, Attention: Property Services Bureau Manager ("Landlord"), and FIRST TO SERVE MINISTRIES, INC., a California nonprofit corporation, whose address is 1017 West 50th Street, Los Angeles, CA 90037 ("Tenant").

This Sublease is executed in connection with that certain Standard Industrial / Commercial Lease (Short Form) dated as of even date herewith by and between Long Beach Rescue Mission ("Master Landlord"), as landlord, and Landlord, as tenant (the "Master Lease"), and this Sublease shall be subordinate in all respects to such Master Lease.

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

1. Premises. Landlord hereby leases to Tenant and Tenant hereby accepts and leases from Landlord those certain premises (i) containing approximately 17,000 rentable square feet located within the building commonly known as the Long Beach Rescue Mission, located at 702 W. Anaheim Street (the "Building"), (ii) and appurtenant outdoor space to the Building (collectively, the "Premises"), such premises being more particularly depicted in Exhibit "A" attached hereto.

2. Term. The term of this Sublease shall commence on April 26, 2023 and shall terminate on July 31, 2023, at which point the term shall thereafter on a month-to-month basis until either party provides at least fifteen (15) days written notice of termination; provided that in event shall the term of this Sublease exceed the term of the Master Lease.

3. [Reserved].

1 4. Use. The Premises shall be used as a winter homeless shelter and shall
2 include, among other things, the provision of temporary housing.

3 5. Tenant's Obligations. Tenant, at its own expense, shall provide (i) one
4 security guard at the Premises providing security 24 hours per day, 7 days per week.
5 Tenant shall keep the Premises in a neat, safe and sanitary condition, and in furtherance
6 thereof shall procure, at its own cost and expense, standard janitorial services for the
7 interior of the Premises. All other maintenance and repairs not specifically described
8 immediately above shall be the responsibility of Landlord pursuant to Section 6.

9 6. Landlord's Obligations. Master Landlord shall manage and maintain the
10 Building and make all necessary repairs to the Premises as required by the Master
11 Lease. Landlord shall otherwise maintain and make all such other repairs that Master
12 Landlord is not required to make pursuant to the Master Lease. If Master Landlord or
13 Landlord fails to maintain the Premises as required herein, Tenant shall notify Landlord of
14 such failure in writing.

15 7. Utilities. Landlord shall pay the monthly costs associated with all utilities
16 to the Premises resulting from Tenant's use of the Premises hereunder.

17 8. Taxes. Master Landlord shall be responsible for payment of all real
18 property taxes.

19 9. Hazardous Materials. In the event any Hazardous Materials are
20 detected during the Sublease term which are not the result of Tenant's use of the
21 Premises, such materials shall be removed promptly in accordance with applicable law at
22 the sole cost and expense of Master Landlord. In the event Master Landlord determines
23 it is cost prohibitive to remove such materials, Tenant shall have the option of terminating
24 this Sublease by giving written notice. No goods, merchandise, supplies, personal
25 property, materials, or items of any kind shall be kept, stored, or sold in or on the
26 Premises which are in any way explosive or hazardous. Tenant shall comply with
27 California Health and Safety Code Section 25359.7 or its successor statute regarding
28 notice to Landlord on discovery by Tenant of the presence or suspected presence of any

1 hazardous material on the Premises. "Hazardous Materials" means any hazardous or
2 toxic substance, material or waste which is or becomes regulated by the City, the County
3 of Los Angeles, the State of California or the United States government.

4 10. Landlord Improvements. Landlord shall remove all equipment and
5 fixtures from the Premises that are not needed for Tenant's use, and shall patch and
6 paint the interior of the Premises.

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

9 a. Failure to perform any of the terms, covenants, or conditions of
10 this Sublease if said failure is not cured within thirty (30) days after written notice of said
11 failure; or

12 b. Any attempted assignment, transfer, or sublease except as
13 approved by Landlord or otherwise authorized pursuant to Section 16.

14 If Tenant does not comply with each provision of this Sublease or if a
15 default occurs, then Landlord may terminate this Sublease and Landlord may enter the
16 Premises and take possession thereof provided, however, that these remedies are not
17 exclusive but cumulative to other remedies provided by law in the event of Tenant's
18 default, and the exercise by Landlord of one or more rights and remedies shall not
19 preclude Landlord's exercise of additional or different remedies for the same or any other
20 default by Tenant.

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

23 a. Failure to perform any of the terms, covenants, or conditions of
24 this Sublease if said failure is not cured within thirty (30) days after written notice of said
25 failure.

26 If Landlord does not comply with each provision of this Sublease or if a
27 default occurs, then Tenant may terminate this Sublease, provided, however, that this
28 remedy is not exclusive but cumulative to other remedies provided by law in the event of

1 Landlord's default, and the exercise by Tenant of one or more rights and remedies shall
2 not preclude Tenant's exercise of additional or different remedies for the same or any
3 other default by Landlord.

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

9 14. Insurance. Concurrent with the execution of this Lease and as a
10 condition of obtaining occupancy of the Premises, Tenant shall procure and maintain the
11 following types of insurance at Tenant's sole expense for the duration of this Lease,
12 including any extensions, renewals, or holding over thereof, from insurance companies
13 that are admitted to write insurance in the State of California or from authorized non-
14 admitted insurers that have ratings of or equivalent to an A:VIII by A.M. Best Company:

15 A. Commercial general liability insurance equivalent in coverage scope
16 to ISO form CG 00 01 10 93 in an amount not less than One Million Dollars (\$1,000,000)
17 per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Such coverage
18 shall include but is not limited to broad form contractual liability coverage, cross liability
19 protection, sexual abuse and molestation, assault and battery, and products and
20 completed operations. The City of Long Beach, and its officials, employees, and agents
21 shall be added as additional insureds by endorsement equivalent in coverage scope to
22 ISO form CG 20 26 11 85 and such endorsement shall protect the City, and its officials,
23 employees, and agents from and against claims, demands, causes of action, expenses,
24 costs, or liability for injury to or death of persons, or damage to or loss of property arising
25 out activities performed by or on behalf of Tenant or from maintenance or use of the
26 Premises. The coverage shall contain no special limitations on the scope of protection
27 afforded to the City, and its officials, employees, and agents.

28 B. "All Risk" property insurance in an amount sufficient to cover the full

1 replacement value of Tenant's personal property, improvements and equipment on the
2 Premises, whether owned, leased, or in the care, custody, or control of Tenant, and of
3 Landlord's personal property and equipment on the Premises including but not limited to
4 furnishings, fine arts and equipment. City shall be named as an additional insured under
5 a standard loss payable endorsement.

6 C. Workers' compensation insurance required by the State of California
7 and employer's liability insurance in an amount not less than One Million Dollars
8 (\$1,000,000) per accident or occupational illness.

9 D. With respect to damage to property, Landlord and Tenant hereby
10 waive all rights of subrogation, one against the other, but only to the extent that collectible
11 commercial insurance is available for said damage.

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

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

21 G. Tenant shall deliver to Landlord certificates of insurance and the
22 required endorsements for approval as to sufficiency and form prior to commencement of
23 this Lease. The certificates and endorsements for each insurance policy shall contain the
24 original signature of a person authorized by that insurer to bind coverage on its behalf.
25 Tenant shall, at least thirty (30) days prior to expiration of such policies, furnish Landlord
26 with evidence of renewals. Landlord reserves the right to require complete certified
27 copies of all said policies at any time.

28 H. Such insurance as required herein shall not be deemed to limit

1 Tenant's liability relating to performance under this Lease. The procuring of insurance
2 shall not be construed as a limitation on liability or as full performance of the
3 indemnification and hold harmless provisions of this Lease. Tenant understands and
4 agrees that, notwithstanding any insurance, Tenant's obligation to defend, indemnify, and
5 hold Landlord, and its officials, agents, and employees harmless hereunder is for the full
6 and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by
7 the condition of the Premises or in any manner connected with or attributed to the acts or
8 omissions of Tenant, its officers, agents contractors, employees, licensees, vendors,
9 patrons, or visitors, or the operations conducted by or on behalf of Tenant, or Tenant's
10 use, misuse, or neglect of the Premises.

11 I. Any modification or waiver of the insurance requirements herein shall
12 be made only with the written approval of Landlord's Risk Manager or designee.

13 15. Condemnation. If the whole or any part of the Premises shall be taken
14 by any public or quasi-public authority under the power of eminent domain, then this
15 Sublease shall terminate as to the part taken or as to the whole, if taken, as of the day
16 possession of that part or the whole is required for any public purpose, and on or before
17 the day of the taking Tenant shall elect in writing either to terminate this Sublease or to
18 continue in possession of the remainder of the Premises, if any. All damages awarded
19 for such taking shall belong to Landlord, whether such damages be awarded as
20 compensation for diminution in value to the leasehold or to the fee provided, however,
21 that Landlord shall not be entitled to any portion of the award made for loss of Tenant's
22 business.

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

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

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

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

8 20. Surrender of Premises. On the expiration or sooner termination of this
9 Sublease, Tenant shall deliver to Landlord possession of the Premises in substantially
10 the same condition that existed immediately prior to the date of execution hereof,
11 reasonable wear and tear excepted.

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

17 22. Waiver of Rights. The failure or delay of Landlord to insist on strict
18 enforcement of any term, covenant, or condition herein shall not be deemed a waiver of
19 any right or remedy that Landlord may have and shall not be deemed a waiver of any
20 subsequent or other breach of any term, covenant, or condition herein. The receipt of
21 and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other
22 default but shall only constitute a waiver of timely payment of rent. Any waiver by
23 Landlord of any default or breach shall be in writing. Landlord's approval of any act by
24 Tenant requiring Landlord's approval shall not be deemed to waive Landlord's approval of
25 any subsequent act of Tenant.

26 23. Successors in Interest. This Sublease shall be binding on and inure to
27 the benefit of the parties and their successors, heirs, personal representatives,
28 transferees, and assignees, and all of the parties hereto shall be jointly and severally

1 liable hereunder.

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

10 25. Partial Invalidity. If any term, covenant, or condition of this Sublease is
11 held by a court of competent jurisdiction to be invalid, void or unenforceable, the
12 remainder of the provisions hereof shall remain in full force and effect and shall in no way
13 be affected, impaired or invalidated thereby.

14 26. Time. Time is of the essence in this Sublease, and every provision
15 hereof.

16 27. Governing Law. This Sublease shall be governed by and construed in
17 accordance with the laws of the State of California.

18 28. Integration and Amendments. This Sublease represents and
19 constitutes the entire understanding between the parties and supersedes all other
20 agreements and communications between the parties, oral or written, concerning the
21 subject matter herein. This Sublease shall not be modified except in writing signed by
22 the parties and referring to this Sublease.

23 29. Joint Effort. This Sublease is created as a joint effort between the
24 parties and fully negotiated as to its terms and conditions and nothing contained herein
25 shall be construed against either party as the drafter.

26 30. No Recordation. This Sublease shall not be recorded.

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

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

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

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

"Landlord"
CITY OF LONG BEACH, a municipal corporation

Date: May 19, 2023

By: Linda F. Tatum
Name: LINDA F. TATUM
Title: ASST CITY MANAGER

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"Tenant"
FIRST TO SERVE MINISTRIES, INC., a California-nonprofit corporation,

Date: May 15, 2023

By: [Signature]
Name: Richard Reed
Title: President and CEO

This Sublease is hereby approved as to form this May 16 day of 2023.

DAWN MCINTOSH, City Attorney
By: [Signature]
Deputy

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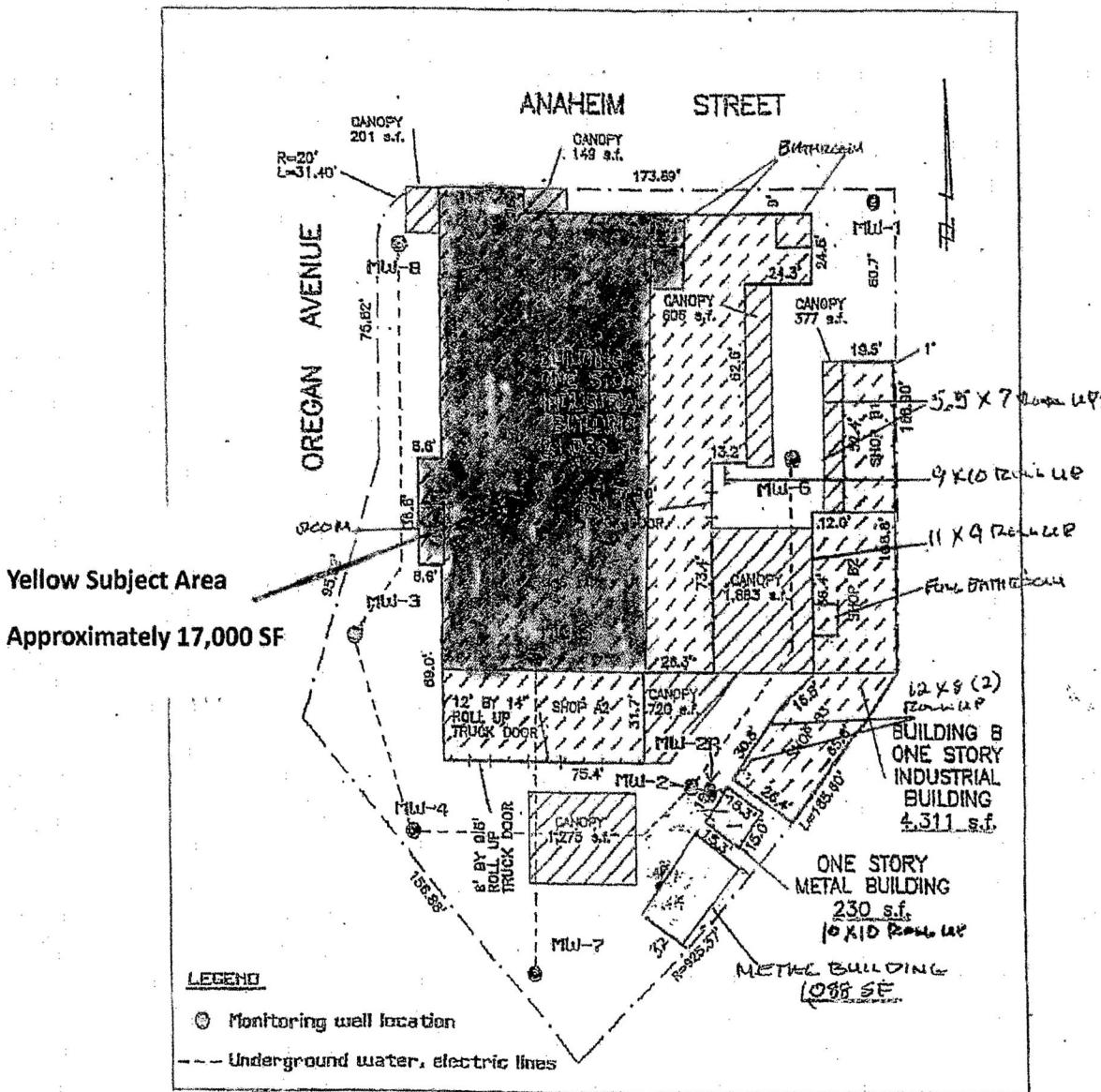
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EXHIBIT "A"
PREMISES

EXHIBIT "A"

702 W. Anaheim, Long Beach

All measurements are estimated. Buyer to verify all information provided.



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