

# 30087

## PERMIT FOR DONATED SPACE

THIS PERMIT is made and entered as of May 18, 2007 for reference purposes only, by and between the CITY OF LONG BEACH, a municipal corporation ("City") and the COUNTY OF LOS ANGELES, a body politic and corporate ("Permittee").

1. SPACE. Permittee shall use office/work space located at 1301 and 1327 West Twelfth Street, Long Beach, California 90813, which space is more particularly shown on Exhibit "A" attached hereto and incorporated herein (the "Permit Area").

Permittee acknowledges and agrees that this Permit does not confer any right, title or interest in the Permit Area but confers only the mere right to use it. Permittee acknowledges and agrees that this Permit shall not be deemed a lease, for any purpose.

2. TERM. This Permit shall begin on May 18, 2007 and end on May 18, 2010, but may be terminated by either party at will. The terminating party will give to the other party thirty (30) days written notice prior to termination.

3. USE/PURPOSE. The Permittee's Department of Public Social Services ("DPSS") shall use the Permit Area between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday. The Permit Area shall be used solely for the purpose of providing supportive services for homeless persons and families and for no other purpose without the prior written consent of the Director of the City's Department of Health and Human Services ("Director").

4. MAINTENANCE. City shall supply janitorial supplies and services to the Permit Area and maintain the Permit Area. However, if City fails to maintain the Permit Area, City shall not be liable for any costs or loss resulting from Permittee's inability to use the Permit Area.

5. UTILITIES. City shall pay for water, gas, electricity and one telephone line to the Permit Area for calls within Los Angeles County.

6. INDEMNIFICATION. In accordance with Sections 895 through 895.8 of the California Government Code, City and Permittee each assume the liability imposed on it, its officials and employees for injury (as defined in Section 810.8 of the California government Code) caused by a negligent or wrongful act or omission occurring in performance of each party as required in this Permit to the same extent that such liability would be imposed in the absence of these Sections of the Government Code. To that end, each party shall defend, indemnify and hold harmless the other party for any claims, demand, cause of action, loss, liability, damage, cost, or expense that may be imposed on such party solely by virtue of Section 895.2 of the Government Code.

7. INSURANCE. City is self-insured for general liability insurance covering the Permit Area. Permittee shall comply with the insurance requirements in Exhibit "B", attached to and incorporated in this Permit. Notwithstanding the foregoing, Permittee shall be entitled to self-insure for any or all of the insurance requirements set forth in this Permit,

including without limitation, in Exhibit "B" hereto.

8. NOTICES. Notices desired or required to be given by this Permit or by any law now or hereinafter in effect shall be in writing and given by enclosing the same in a sealed envelope with postage prepaid, certified or registered mail, return receipt requested, with the United States Postal Service.

The notices and envelopes containing the same shall be addressed as follows:

Permittee: Chief Administrative Office  
Real Estate Division  
222 South Hill Street, 3<sup>rd</sup> Floor  
Los Angeles, CA 90012  
Attention: William L. Dawson, Acting Director of Real Estate

City: City of Long Beach  
333 W. Ocean Boulevard  
Long Beach, CA 90802  
Attention: City Manager

or such other place as may be designated in writing by the City or Permittee.

9. CONFIDENTIALITY. City and Permittee shall comply with all applicable laws and regulations pertaining to confidentiality of information and access to electronic data processing systems, which includes but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

10. LAWS. During its use of the Permit Area, Permittee shall comply with all laws, ordinances, rules and regulations required by federal, state and local governmental authorities having jurisdiction over the Permit Area and Permittee's activities on it.

11. NO ASSIGNMENT. Permittee shall not assign this Permit.

12. NO DISCRIMINATION. Subject to applicable laws and regulations, Permittee shall not discriminate on the basis of race, religion, color, ancestry, sex, sexual orientation, AIDS, AIDS related condition, HIV status, age, national origin, handicap or disability in Permittee's use of the Permit Area.

13. MISCELLANEOUS. This Permit constitutes the entire understanding of the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein. This Permit is not intended or granted for the purpose of creating any benefit or right for any person or entity other than the City and the Permittee.

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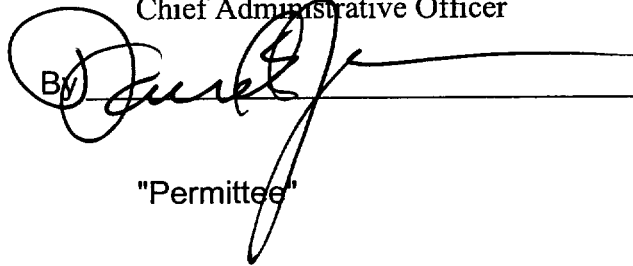
IN WITNESS WHEREOF, the parties have executed this Permit the day

and year first above written.

COUNTY OF LOS ANGELES

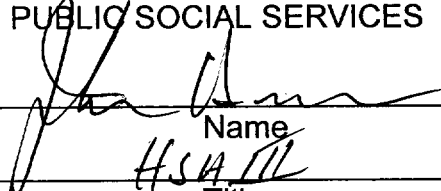
DAVID E. JANSSEN  
Chief Administrative Officer

May 14, 2007

By   
"Permittee"

PUBLIC SOCIAL SERVICES

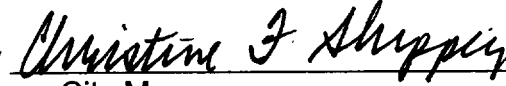
May 14, 2007

By   
Name  
H.S.A. III  
Title

"County Department"

CITY OF LONG BEACH **ASSISTANT**

May 18, 2007

By   
City Manager

"City"

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

This Permit is hereby approved as to form on 5/16, 2007.


ROBERT E. SHANNON, City Attorney

By   
Deputy City Attorney

**APPROVED AS TO FORM  
RAYMOND G. FORTNER, JR., County Counsel**

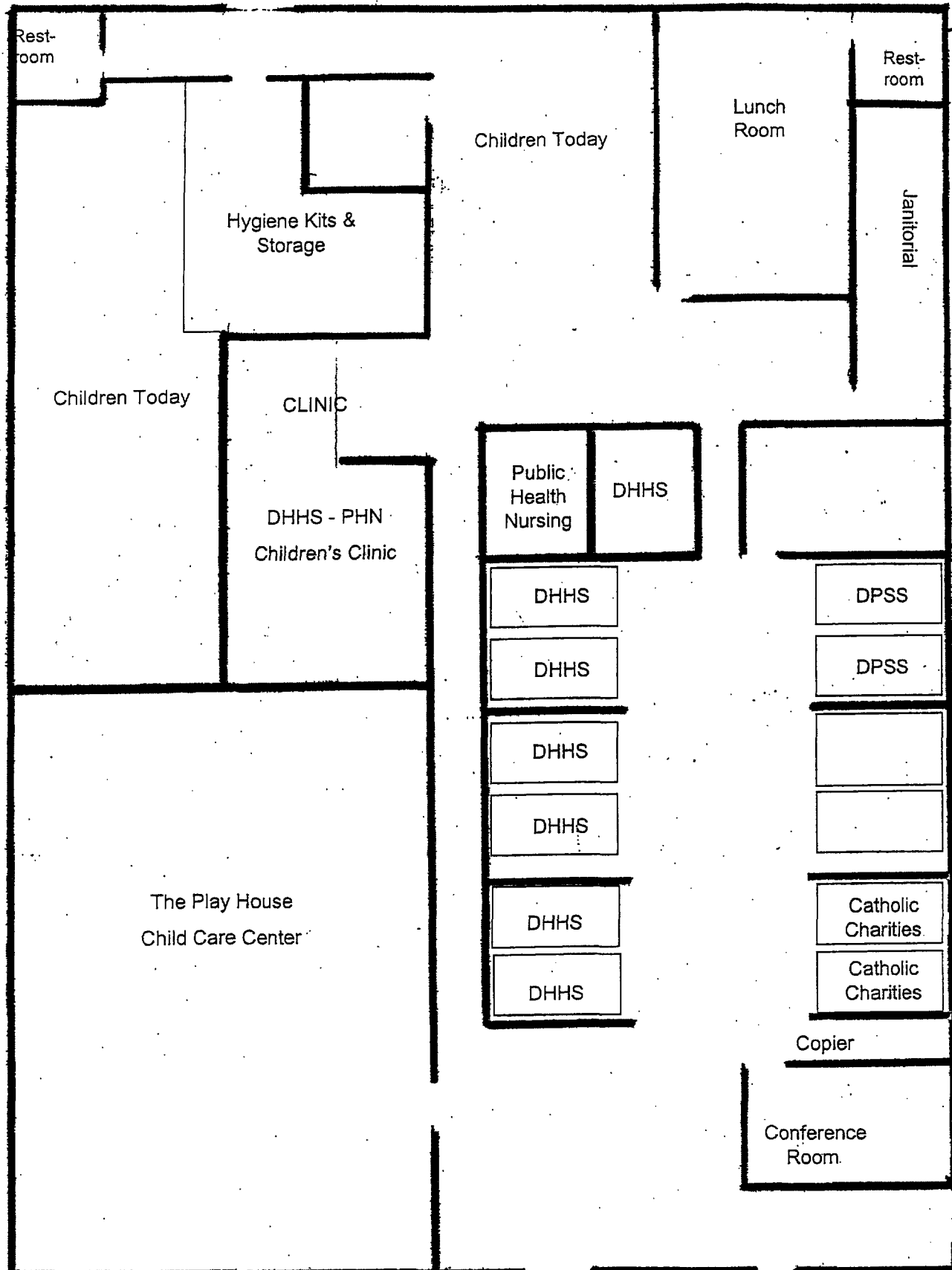
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Deputy

# MSC Building 2 Space Allocation Map

## EXHIBIT A



## **INSURANCE REQUIREMENTS**

1. **PROFESSIONAL LIABILITY** – in the amount of at least one million dollars (\$1,000,000) combined single limit, unless this requirement has been waived in writing by the City Risk Manager. The Professional Liability must be accepted from the “additional insured endorsement.”
2. **WORKERS’ COMPENSATION** – as required by State Law.
3. N/A
4. **COMMERCIAL GENERAL LIABILITY** (Equivalent to ISD form CG00 01 11 85 or 88) – in an amount not less than one million dollars (\$1,000,000) Combined Single Limit for each occurrence and two million dollars (\$2,000,000) General Aggregate for bodily injury, personal injury and property damage. The City of Long Beach, its officials, Agents, and Employees shall be added as additional insured, providing a copy of additional insured endorsement CG 20 10 11 85 for contractors of CG 2026 11 85 for grantees. Professional liability policy must be accepted from the “additional insured endorsement.”
5. **AUTOMOBILE LIABILITY** (equivalent to CA 00 01 0692) – in an amount not less than five hundred thousand dollars (\$500,000) Combined Single Limit per accident for bodily injury and property damage covering any auto, non-owned and hired vehicles. If your organization owns no autos, you must still provide evidence of non-owned auto insurance. This may be available as an inexpensive addition to your General Liability policy.
6. **NOTICE OF CANCELLATION** – each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, changed or terminated except after thirty (30) days prior written notice has been given to the City. This must be unqualified and may not include the usual qualifying language (“Endeavor to” and “but failure to...representatives.”).
7. **ACCEPTABLE INSURANCE CARRIERS** – Insurance coverage shall be placed with carriers admitted to write insurance in California, or carriers with a rating of or equivalent to A: VII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing from the City’s Risk Manager.