

1 FACILITY USE PERMIT

2 **P-00254**

3 Pursuant to a minute order adopted by the City Council of the City of Long  
4 Beach at its meeting on October <sup>19</sup>~~15~~, 2021, the CITY OF LONG BEACH, a municipal  
5 corporation ("City") hereby grants to CENTRO CHA, INC., a California non-profit  
6 corporation, ("Permittee"), whose address is 1633 Long Beach Boulevard 90813,  
7 permission to use space at the Jenny Oropeza Community Center at Cesar E. Chavez  
8 Park, 401 Golden Avenue, Room 112, Long Beach, California 90802, which space is more  
9 particularly shown on Exhibit "A" attached hereto and incorporated herein (the "Permit  
10 Area").

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

13 1. A. The Permit Area will consist of Room 112 at the Jenny Oropeza  
14 Community Center. In addition, Permittee will share the reception area at Jenny Oropeza  
15 Community Center with the Department of Parks, Recreation and Marine ("Department").  
16 The Permit Area shall be used solely for the purpose of providing immigration legal  
17 services, adult English as a Second Language (ESL) classes, safe communities reentry  
18 services, and workforce and small business development services and for no other  
19 purpose without the prior written consent of the Director of Parks, Recreation and Marine  
20 ("Director").

21 B. The Permit period shall be October 1, 2021 through September 30,  
22 2026, with the option to renew for two (2) five-year periods at the discretion of the City  
23 Manager.

24 C. Permittee's operations are limited to the Permit Area's operating  
25 hours. The Jenny Oropeza Community Center is open from 9:00 a.m. to 6:00 p.m. during  
26 the summer and 9:00 a.m. to 7:00 p.m. during the school year, Monday through Friday,  
27 and Saturdays 10:00 a.m. to 4:00 p.m. unless otherwise agreed upon.

28 D. Permittee's use of the Jenny Oropeza Community Center, Room 112,

1 is non-exclusive, but Permittee's use of the Permit Area is reserved solely to Permittee.  
2 By executing this Permit, Permittee acknowledges that the City has issued other permits  
3 to other non-profit corporations for the use of the Jenny Oropeza Community Center.  
4 Permittee shall cooperate with other holders of permits at the Jenny Oropeza Community  
5 Center and shall not interfere with the use of the Jenny Oropeza Community Center by  
6 other holders of permits there. Should Permittee desire to hold an event past normal  
7 operating hours, depending on the scope of the event, Permittee must request a permit  
8 through the Department's reservation system, or the City's Special Events and Filming  
9 Office. Permittee is responsible for all applicable fees, including staff time.

10 E. Permittee is to provide bi-annual reports to the Department no later  
11 than July 31st and January 31st, covering accomplishments and public benefit for that six-  
12 month period.

13 F. All funding necessary for Permittee's programming and operations  
14 must be provided by Permittee. The Department will not provide funding, supplies, or staff  
15 support, other than review of proposed work and liaison for communication purposes,  
16 unless approved in advance and in writing by the Director.

17 G. Where possible, the Department will assist Permittee with promoting  
18 and marketing activities and events. The Department and Permittee will not use the other  
19 party's name, marks, or logos in any advertising, promotional material, press release,  
20 publication, public announcements, or through other media, whether written or oral, without  
21 the prior written consent of the other party.

22 H. Prior to submitting any grant application, Permittee will send a written  
23 notification of the grant opportunity to the Director at least two weeks prior to the grant  
24 application deadline to seek written permission to apply for funding. The Department will  
25 review the request, the grant criteria, and consider other Department programming and  
26 facilities seeking funding. The City reserves the right to deny the request if the grant  
27 performance measures are not financially or operationally feasible or unreasonably  
28 burdensome for any other reason or violates City policies of obligation to fulfill grant

1 requirements without City Council approval.

2 I. There is no reserved parking at Jenny Oropeza Community Center at  
3 Cesar E. Chavez Park for Permittee's employees, volunteers, or clients. Parking is "first  
4 come, first served."

5 J. 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 Jenny Oropeza  
7 Community Center, including the right to possession and control, but acquires only the  
8 mere right to use. Permittee acknowledges and agrees that this Permit shall not be  
9 deemed a lease for any purpose.

10 2. The City may revoke this Permit for any reason or no reason by giving  
11 sixty (60) 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 sixty (60) 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 the Jenny Oropeza  
17 Community Center at Cesar E. Chavez Park within seven (7) days and peaceably  
18 surrender use of the Permit Area to the City. If Permittee has not removed said personal  
19 property in that time, then the City may remove it and dispose of it as provided by law.  
20 Permittee shall pay to the City the cost 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 Jenny Oropeza Community Center in a neat, clean, sanitary condition. Permittee shall not  
3 use, keep, or allow any offensive or refuse matter, any substance constituting a fire hazard,  
4 or any hazardous material or substance on, in, or about the Permit Area or the Jenny  
5 Oropeza Community 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 Jenny Oropeza Community  
12 Center and the Permit Area. Notwithstanding the foregoing sentence, if the City fails or  
13 refuses to maintain or repair the Jenny Oropeza Community 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 Jenny Oropeza Community 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 and electricity to the  
19 Permit Area. Permittee will provide custodial services and agrees to keep the premises in  
20 a good state of repair at all times satisfactory to the Director and in conformity with all  
21 applicable laws and ordinances. The Permittee will provide their own printer, office  
22 furniture, office supplies, WiFi, and phone/Internet services. The Department is not  
23 obligated to make any repairs, alterations, additions, or improvement in, to, on, or adjoining  
24 the contracted area.

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

1           8. Pursuant to Department policies regarding adult activity with children  
2 on City property, Permittee must ensure all employees, members, teachers, and volunteers  
3 are fingerprinted through Live Scan as a part of the background check process prior to  
4 teaching and/or interacting with children.

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

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

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

20           12. All notices shall be in writing and personally delivered or deposited in  
21 the U.S. Postal Service, first class, postage prepaid, addressed to Permittee at the address  
22 first shown above and to the City at 2760 Studebaker Road, Long Beach, California 90815  
23 Attn: Director, Department of Parks, Recreation and Marine. Notice of change of address  
24 shall be given in the same manner as stated herein for other notices. Notice shall be  
25 deemed given on the date personal delivery is made or on the date of deposit in the mail,  
26 whichever first occurs.

27           13. The monthly rent for the permitted area is calculated at One Thousand  
28 Three Hundred Ninety-One Dollars and Twenty Five Cents (\$1391.25). This Permit is

1 granted at no fee or charge to Permittee as the Permittee is providing an ongoing public  
2 benefit through its operations. Should operations no longer provide a public benefit,  
3 Permittee must remit annual rent payments to the City in the amount of Sixteen Thousand  
4 Six Hundred Ninety-Five Dollars (\$16,695.00).

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

12 15. Subject to applicable laws and regulations, Permittee shall not  
13 discriminate on the basis of race, religion, color, ancestry, sex, sexual orientation, gender  
14 identity, AIDS, AIDS related condition, HIV status, age, national origin, handicap or  
15 disability in Permittee's use of the Permit Area.

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

18 17. This Permit shall not be amended, nor any term, condition or  
19 restriction waived, nor any breach thereof waived, except in writing signed by both the City  
20 and Permittee. The waiver of any breach hereof shall not constitute a waiver of any other  
21 or subsequent breach. The failure or delay of the City to insist on strict compliance with  
22 the terms, conditions and restrictions of this Permit shall not be deemed a waiver of any  
23 right or remedy that City may have. This Permit shall be governed by the laws of the State  
24 of California. This Permit constitutes the entire understanding of the parties and  
25 supersedes all other agreements, oral or written, with respect to the subject matter herein.  
26 If there is any legal proceeding between the City and Permittee to enforce or interpret this  
27 Permit or to protect or establish any rights or remedies hereunder, the prevailing party in  
28 that legal proceeding shall be entitled to its costs and expenses, including reasonable

1 attorney's fees and court costs. This Permit is not intended or granted for the purpose of  
2 creating any benefit or right for any person or entity other than the City and the Permittee.  
3 Revocation or cancellation of this Permit shall not terminate any rights or liabilities of either  
4 the City or Permittee which accrued or existed during the time that this Permit was in effect.

5 18. Permittee shall not erect, allow or cause to be erected on the Permit  
6 Area any sign that has not received the prior written approval by the Director.

7 19. Notwithstanding any language to the contrary herein, if a court of  
8 competent jurisdiction deems this Permit to be a lease, then Permittee hereby waives any  
9 right of redemption or relocation payment under any existing or future law in the event of  
10 removal from the Permit Area. Permittee agrees that, if the manner or method used by the  
11 City in revoking this Permit gives to Permittee a cause of action for damages, that the total  
12 amount of damages to which Permittee shall be entitled in any such action is One Dollar.  
13 Permittee agrees that this Section may be filed in any such action and that, when filed, it  
14 shall be a stipulation by Permittee fixing the total damages to which Permittee is entitled in  
15 such action.

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

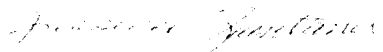
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OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

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

CENTRO CHA, INC., a California non-profit corporation



November 1st, 2021

By \_\_\_\_\_

Jessica Quintana

Type or Print Name

\_\_\_\_\_, 2021

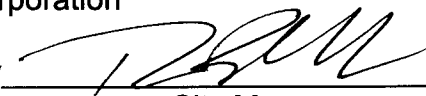
By \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name

"Permittee"

CITY OF LONG BEACH, a municipal corporation

\_\_\_\_\_, 2021

By 

City Manager

"City"

This Facility Use Permit is approved as to form on November 09, 2021.

CHARLES PARKIN, City Attorney

By 

Anita Lakhani, Deputy City Attorney



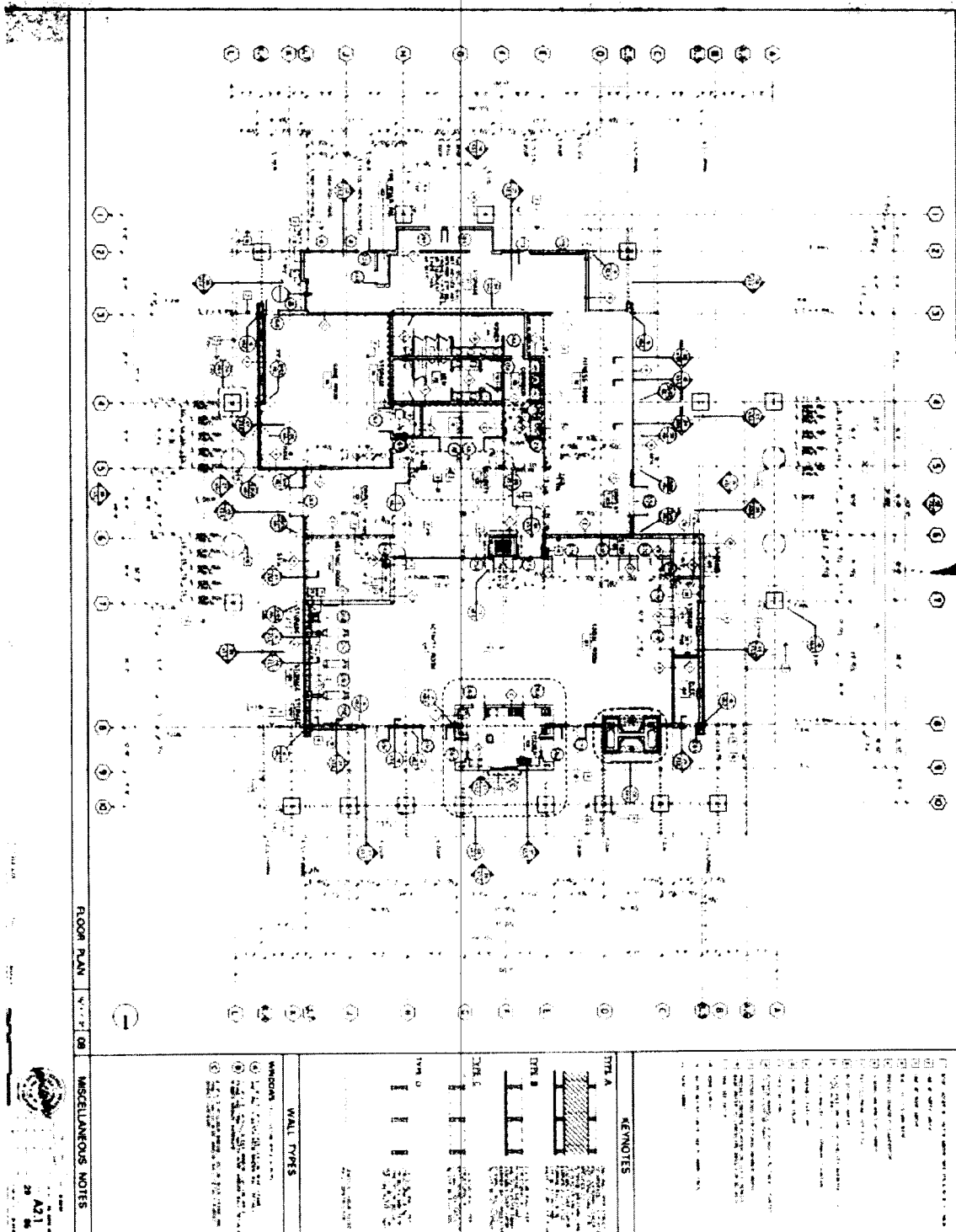
# EXHIBIT “A”

# ATTACHMENT A

SITE PLAN

CESAR E. CHAVEZ PARK

JENNY OROPEZA COMMUNITY CENTER



FLOOR PLAN

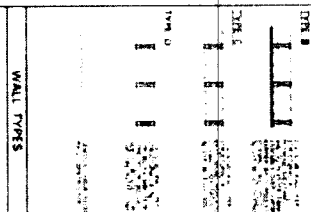
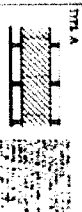
SCALE

MISCELLANEOUS NOTES



- 1. THE OWNER HAS REVIEWED THIS PLAN AND APPROVES IT FOR CONSTRUCTION.
- 2. THE OWNER HAS REVIEWED THIS PLAN AND APPROVES IT FOR CONSTRUCTION.
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- 10. THE OWNER HAS REVIEWED THIS PLAN AND APPROVES IT FOR CONSTRUCTION.

REVISIONS



WALL TYPES

- 1. 1/2" THICK CONCRETE BLOCK WITH 1/2" GROUT.
- 2. 1/2" THICK CONCRETE BLOCK WITH 1/2" GROUT.
- 3. 1/2" THICK CONCRETE BLOCK WITH 1/2" GROUT.
- 4. 1/2" THICK CONCRETE BLOCK WITH 1/2" GROUT.
- 5. 1/2" THICK CONCRETE BLOCK WITH 1/2" GROUT.
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- 9. 1/2" THICK CONCRETE BLOCK WITH 1/2" GROUT.
- 10. 1/2" THICK CONCRETE BLOCK WITH 1/2" GROUT.

FLOOR PLAN



A21

# EXHIBIT “B”

**INSURANCE.** As a condition precedent to the effectiveness of this Permit, Permittee shall procure and maintain at Permittee's expense for the duration of this Permit from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- (a) Commercial general liability insurance equivalent in coverage scope to ISO form CG 00 01 10 93 in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. Such coverage shall include but is not limited to broad form contractual liability coverage, cross liability protection, products and completed operations, and, only if applicable, garagekeepers legal liability. *The City of Long Beach, its officials, employees, and agents* shall be added as additional insureds by endorsement equivalent in coverage scope to ISO form CG 20 26 11 85 and such endorsement shall protect the City, its officials, employees, and agents from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Permittee or from maintenance, modification, or use of the Permit Area and its common areas. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents, and Permittee agrees to obtain and furnish evidence to City of the waiver of Permittee's liability insurance carrier of any right of subrogation against the City.
- (b) Only if applicable, workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the *City of Long Beach, and its officials, employees, and agents*.
- (c) Special perils ("All Risk") property insurance in an amount sufficient to cover the full replacement value of Permittee's personal property and equipment on the Permitted Premises. With respect to damage to property, Permittee and its insurer waive all rights of subrogation.

Any self-insurance program or self-insurance retention must be approved separately in writing by LBWD 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 retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

*Any contractors which Permittee may use in the performance of this Permit shall be required to indemnify the City to the same extent as the Permittee and to maintain insurance in compliance with the provisions of this section.*

Permittee shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Permittee's liability relating to performance under this Permit. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Permit.