

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

FACILITY USE PERMIT

P - 00021

Pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on September 23, 2014, the CITY OF LONG BEACH, a municipal corporation ("City"), hereby grants to MENTAL HEALTH AMERICA OF LOS ANGELES, a California non-profit corporation ("Permittee"), whose address is 100 W. Broadway, Suite 5010, Long Beach, California 90802, permission to use space in the Multi-Service Center 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 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 supportive services for homeless persons and for no other purpose without the prior written consent of the Director of City's Department of Health and Human Services ("Director"). The Permit period begins on October 1, 2014 and ends September 30, 2019. During the Permit period, Permittee shall use the Permit Area only during the hours of 7:30 a.m. and 5:30 p.m., Monday through Friday.

B. Permittee's use of the Multi-Service 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 Multi-Service Center. Permittee shall cooperate with other holders of permits at the Multi-Service Center and shall not interfere with the use of the Multi-Service Center by other holders of permits there.

C. There is no reserved parking at the Multi-Service Center for

1 Permittee's employees, volunteers, or clients. Parking is "first come, first served."

2 D. Permittee acknowledges and agrees that, by this Permit,
3 Permittee does not acquire any right, title, or interest in the Permit Area or in the
4 Multi-Service Center, including the right to possession and control, but acquires
5 only the mere right to use. Permittee acknowledges and agrees that this Permit
6 shall not be deemed a lease for any purpose.

7 2.

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

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

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

1 3. Permittee shall maintain the Permit Area and common areas of the
2 Multi-Service Center in a neat, clean, sanitary condition. Permittee shall not use, keep,
3 or allow any offensive or refuse matter, any substance constituting a fire hazard, or any
4 hazardous material or substance on, in, or about the Permit Area or the Multi-Service
5 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
10 the property of the City at the revocation or cancellation of this Permit.

11 5. The City shall maintain and repair the Multi-Service Center and the
12 Permit Area. Notwithstanding the foregoing sentence, if the City fails or refuses to
13 maintain or repair the Multi-Service Center or the Permit Area, then Permittee's sole and
14 exclusive remedy by reason of the condition of the Permit Area or the Multi-Service
15 Center shall be to cancel this Permit and vacate the Permit Area. The City shall not be
16 liable to Permittee for any loss, cost, or expense resulting from Permittee's inability to use
17 the Permit Area. Permittee shall submit a written request for approval to use space at the
18 Multi-Service Center for special events no later than thirty (30) days prior to the event.
19 Further, Permittee shall not hold any special events without the prior written approval of
20 the Director of the City's Department of Health and Human Services, or his/her designee.
21 Unauthorized use of the Multi-Service Center without prior written approval may result in
22 the cancellation of this Permit.

23 6. The City shall provide and pay for water, gas, and electricity for the
24 Permit Area. In addition, the City shall provide and pay for basic custodial services for
25 the Multi-Service Center, including the Permit Area. The City shall also provide security
26 services to the Multi-Service Center during normal business hours.

27 7. During its use of the Permit Area, Permittee shall comply with all
28 laws, ordinances, rules, and regulations of and obtain all permits required by all federal,

1 state, and local governmental authorities having jurisdiction over the Permit Area and
2 Permittee's activities thereon, including but not limited to rules and policies of the City.

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

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

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

18 11. All notices shall be in writing and personally delivered or deposited in
19 the U.S. Postal Service, first class, postage prepaid, addressed to Permittee at the
20 address first shown above and to the City at 2525 Grand Avenue, Room 235, Long
21 Beach, California 90815, Attn: Director, Health and Human Services. Notice of change of
22 address shall be given in the same manner as stated herein for other notices. Notice
23 shall be deemed given on the date personal deliver is made or on the date of deposit in
24 the mail, whichever first occurs.

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

26 13. Permittee shall defend, indemnify and hold harmless the City, its
27 commissions, officials, employees and agents (collectively in this Section "City") from and
28 against all claims, demands, damage, causes of action, losses, liability, costs and

1 expenses (including reasonable attorney's fees) which may be asserted against the City
2 and which is connected in any way with this Permit, except for the gross negligence or
3 willful misconduct of the City. Permittee shall give notice to the City of any claim,
4 demand, damage, cause of action, loss, liability, cost, or expense within ten (10) days.

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

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

11 16. This Permit shall not be amended, nor any term, condition or
12 restriction waived, nor any breach thereof waived, except in writing signed by both the
13 City and Permittee. The waiver of any breach hereof shall not constitute a waiver of any
14 other or subsequent breach. The failure or delay of the City to insist on strict compliance
15 with the terms, conditions and restrictions of this Permit shall not be deemed a waiver of
16 any right or remedy that City may have. This Permit shall be governed by the laws of the
17 State of California. This Permit constitutes the entire understanding of the parties and
18 supersedes all other agreements, oral or written, with respect to the subject matter
19 herein. If there is any legal proceeding between the City and Permittee to enforce or
20 interpret this Permit or to protect or establish any rights or remedies hereunder, the
21 prevailing party in that legal proceeding shall be entitled to its costs and expenses,
22 including reasonable attorney's fees and court costs. This Permit is not intended or
23 granted for the purpose of creating any benefit or right for any person or entity other than
24 the City and the Permittee. Revocation or cancellation of this Permit shall not terminate
25 any rights or liabilities of either the City or Permittee which accrued or existed during the
26 time that this Permit was in effect.

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

1 18. Notwithstanding any language to the contrary herein, if a court of
2 competent jurisdiction deems this Permit to be a lease, then Permittee hereby waives any
3 right of redemption or relocation payment under any existing or future law in the event of
4 removal from the Permit Area. Permittee agrees that, if the manner or method used by
5 the City in revoking this Permit gives to Permittee a cause of action for damages, the total
6 amount of damages to which Permittee shall be entitled in any such action is One Dollar
7 (\$1.00). Permittee agrees that this Section may be filed in any such action and that,
8 when filled, it shall be a stipulation by Permittee fixing the total damages to which
9 Permittee is entitled in such action.

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

MENTAL HEALTH AMERICA OF LOS ANGELES, a California non-profit corporation

10/30, 2014

By *David A. Pilon*
Name David A. Pilon
Title President and CEO

_____, 20____

By _____
Name _____
Title _____

"Permittee"

CITY OF LONG BEACH, a municipal corporation

11-18, 2014

By *T. Bell*
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Assistant City Manager

"City"

This Facility Use Permit is approved as to form on 11/7, 2014.

CHARLES PARKIN, City Attorney

By *Charles Parkin*
Deputy

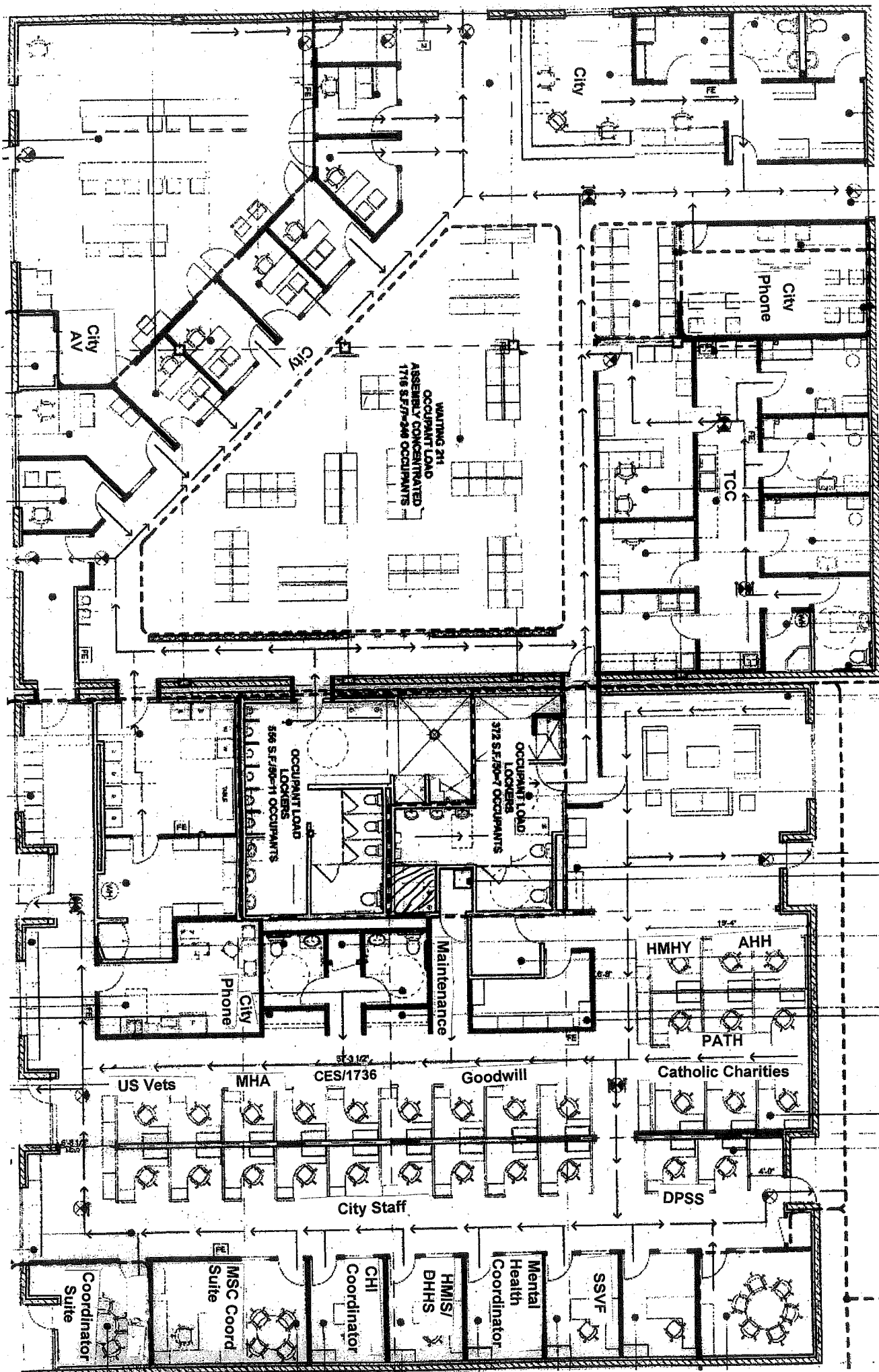


EXHIBIT "A"



EXHIBIT "B"

PLEASE GIVE A COPY OF THIS TO YOUR INSURANCE BROKER OR AGENT

INSURANCE REQUIREMENTS FOR FUNDED AGENCIES

Please give a copy of this to your insurance broker or agent when getting quotes or ordering insurance to comply with City contractual requirements. These requirements apply only to grants. Every organization contracting with the City shall be required to provide the insurance to meet contractual requirements. See AR 8-27 for more information about insurance for contracts other than grants.

1. **PROFESSIONAL LIABILITY** – Covering the profession or professions (generally, this means licensed professions such as psychologists, doctors, and nurses) provided your contract in the amount of not less than one million dollars (\$1,000,000) per claim, unless this requirement has been waived in writing by the City Risk Manager or designee. *Professional liability must be deleted from the additional insured endorsement whenever your agency has a combined general-professional liability policy.*
2. **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.
3. **BLANKET HONESTY BOND** - In an amount of at least fifty percent of the amount of your grant or twenty-five thousand dollars (\$25,000), whichever is greater (*unless the grant is a reimbursement-only, drawn-down grant (wherein the grant is held by the Health Department for draw-downs. In such cases, no blanket honesty bond is necessary).*)
4. **COMMERCIAL GENERAL LIABILITY equivalent in coverage scope to 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) in aggregate. . Such insurance shall not exclude or limit coverage for broad form contractual liability, cross liability protection, independent contractors liability, or products and completed operations liability. The City of Long Beach, its officials, agents, and employees shall be added as additional insureds by an endorsement equivalent in coverage scope to an ISO CG 20 26 11 85. This additional insured coverage shall contain no limitations on the scope of protection afforded to the City, its boards, commissions, officials, employees, and agents. *Professional liability must be deleted from the additional insured endorsement whenever your agency has a combined general-professional liability policy.*
5. **AUTOMOBILE LIABILITY equivalent in coverage scope to ISO form CA 00 01 06 92.** - In an amount not less than five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury and property damage covering damage covering Symbol 1 ("Any Auto"). If your organization owns no autos, you must still provide evidence of non-owned auto insurance. This may be available as an 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. **DEDUCTIBLES AND SELF-INSURED RETENTIONS** - All deductibles or self insured retentions shall be reported to and approved by the City's Risk Manager or designee.
8. **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 minimum of A:VIII by A.M. Best Company. Any deviation from this rule shall require specific approval in writing from the City's Risk Manager or designee.
9. **INDEMNIFICATION** – *To the greatest extent allowed by law, each organization shall defend, indemnify, and hold harmless the City, its boards, commissions, officials, employees and volunteers against any claims for damages, liability, loss, cost or expense resulting from its actions in performing services under its contract (with the exception of those acts due to the willful misconduct or sole negligence of the City).*
10. **NO LIMITATIONS ON LIABILITY** - City makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover contractor's liability or obligations under the grant. Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the City's Risk Manager or designee.

No funds will be advanced, reimbursed, or dispersed until all insurance requirements have been met and certificates of insurance with original endorsements affecting coverage as required have been approved as to sufficiency and form by the City.