



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

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

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

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

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

26 3. Permittee shall maintain the Permit Area and common areas of the  
27 West Facilities Center in a neat, clean, sanitary condition. Permittee shall not use, keep,  
28 or allow any offensive or refuse matter, any substance constituting a fire hazard, or any

1 hazardous material or substance on, in, or about the Permit Area or the West Facilities  
2 Center.

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

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

15           6.     The City shall provide and pay for water, gas, electricity and one  
16 telephone line to the Permit Area. In addition, the City shall provide and pay for custodial  
17 services for the West Facilities Center, including the Permit Area. The City shall also  
18 provide security services to the West Facilities Center during normal business hours.

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

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

27           9.     The City's authorized representative(s) shall have access to the  
28 Permit Area during business hours for any reasonable purpose including but not limited

1 to maintenance and repairs, and, in the event of an emergency, at any other time. The  
2 City shall make reasonable efforts to inform Permittee when access will be made.

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

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

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

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

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

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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

3           16. This Permit shall not be amended, nor any term, condition or  
4 restriction waived, nor any breach thereof waived, except in writing signed by both the  
5 City and Permittee. The waiver of any breach hereof shall not constitute a waiver of any  
6 other or subsequent breach. The failure or delay of the City to insist on strict compliance  
7 with the terms, conditions and restrictions of this Permit shall not be deemed a waiver of  
8 any right or remedy that City may have. This Permit shall be governed by the laws of the  
9 State of California. This Permit constitutes the entire understanding of the parties and  
10 supersedes all other agreements, oral or written, with respect to the subject matter  
11 herein. If there is any legal proceeding between the City and Permittee to enforce or  
12 interpret this Permit or to protect or establish any rights or remedies hereunder, the  
13 prevailing party in that legal proceeding shall be entitled to its costs and expenses,  
14 including reasonable attorney's fees and court costs. This Permit is not intended or  
15 granted for the purpose of creating any benefit or right for any person or entity other than  
16 the City and the Permittee. Revocation or cancellation of this Permit shall not terminate  
17 any rights or liabilities of either the City or Permittee which accrued or existed during the  
18 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  
25 the City in revoking this Permit gives to Permittee a cause of action for damages, that the  
26 total amount of damages to which Permittee shall be entitled in any such action is One  
27 Dollar. Permittee agrees that this Section may be filed in any such action and that, when  
28 filed, it shall be a stipulation by Permittee fixing the total damages to which Permittee is

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1 entitled in such action.

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

9 QUEEN'S HISTORICAL SOCIETY, a  
California non-profit corporation

10 October 12, 2007

By Ingrid Thomas - President

11 October 12, 2007 2007

Ingrid Thomas  
(Type or Print Name)

By Theresa Blake Treasurer  
Theresa Blake  
(Type or Print Name)

15 "Permittee"

16 CITY OF LONG BEACH, a municipal  
17 corporation

18 11/10, 2007

By [Signature]  
City Manager

19 "City"

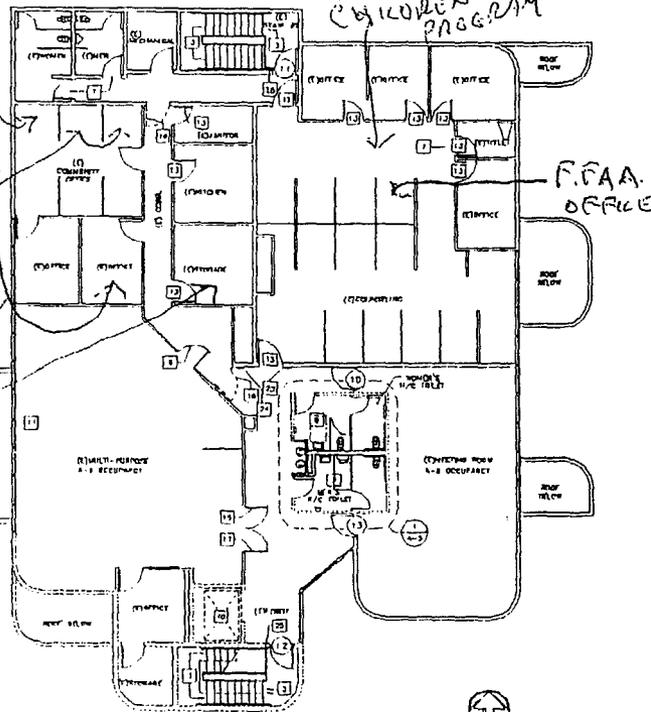
20 This Facility Use Permit is approved as to form on 11/6, 2007.

21 ROBERT E. SHANNON, City Attorney

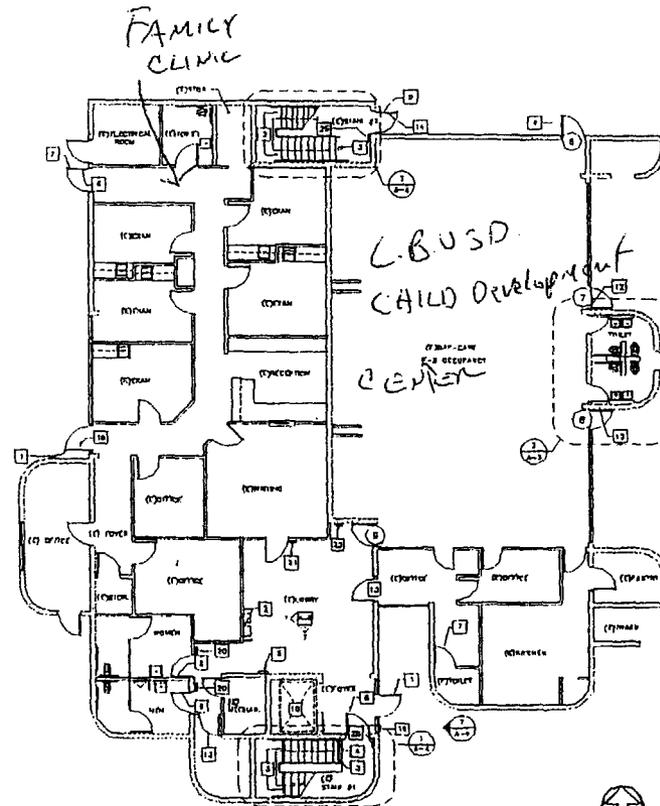
22 By [Signature]  
23 Deputy  
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QUEENS HISTORICAL SOCIETY  
 FEDERATION OF PHILIPPINE AMERICAN ASSOCIATION F.F.A.A.  
 THE DISTRICT CITY COUNCIL OFFICE



SECOND FLOOR PLAN  
 SCALE: 1/8"=1'-0"



FIRST FLOOR PLAN  
 SCALE: 1/8"=1'-0"

1. SCENE OF ASB AND ALUMINUM CORNERS WITH FLOOR MARKINGS AND SIGNAGE TO BE REMOVED.
2. REMOVE EXISTING BRASSING FROM ALL ASB AND ALUMINUM CORNERS TO BE REMOVED AND REPLACE WITH NEW BRASSING TO BE SUPPLIED BY CONTRACTOR.
3. PAINT PHOTOGRAPH WALLS ON EACH FLOOR AT TOP AND BOTTOM OF EACH CORNER. SEE PLAN 1 AND 2/1-2.
4. REMOVE EXISTING 1" DIA. FLOOR LIGHTS FROM ALL FLOORS SEE PLAN 1 AND 2/1-2.
5. REMOVE FLOOR MARKINGS TO REMOVED.
6. REMOVE "EXIT" SIGN SEE PLAN 1 AND 2/1-2.
7. PROVIDE ACCESSIBLE TOILET SEE PLAN 1 AND 2/1-2.
8. REMOVE TOILET ROOMS.
9. PROVIDE CONTROL BY RECEPTION FUNCTIONARY (R.F.C.) THROUGHOUT RECEPTION AREA CORRIDOR.
10. NEW CORNERS TO BE SUPPLIED BY CONTRACTOR.
11. REMOVE EXISTING BRASSING AND REPLACE WITH NEW BRASSING TO BE SUPPLIED BY CONTRACTOR.
12. REMOVE FLOOR MARKINGS WITH NEW BRASSING TO BE SUPPLIED BY CONTRACTOR.
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30. REMOVE CORNERS AND REPLACE WITH FLOOR MARKINGS TO BE SUPPLIED BY CONTRACTOR.

Keynotes:

# WEST FACILITIES CENTER

		NO. 6493 DATE: 2010-07 WEST A-2 DRAWING NO. 8-4245
ADD. WORK L-XXXX	PAGE XX-XX	SCALE AS SHOWN

"EXHIBIT A"

**Revocable Permit—Health Department  
Insurance Requirements**

11. Insurance. Concurrent with the effective date of this Permit and in partial performance of Permittee's obligations hereunder, Permittee shall procure and maintain the following insurance coverages at Permittee's sole expense for the duration of this Permit and any extensions, renewals, or holding over thereof, from insurance companies authorized to write insurance in the State of California or from nonadmitted insurers that are on California's List of Eligible Surplus Lines Insurers (LESLI) and that have a current, minimum financial security rating of or equivalent to A:VIII by A.M. Best Company:

- (a) Commercial general liability equivalent in coverage scope to Insurance Services Office, Inc. (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) general aggregate. Such insurance shall include coverage for products and completed operations liability, and shall not exclude or limit coverage for contractual liability, independent contractors liability, abuse and molestation liability, or cross liability protection. This insurance shall be endorsed to include the City of Long Beach, and its officials, employees, and agents as additional insureds by an endorsement equivalent in coverage scope to ISO form CG 20 26 11 85 and to waive the insurer's rights of subrogation against the City, its officials, employees, and agents with respect to the additional insured coverage.
- (b) "All Risk" property covering the full replacement value of Permittee's personal property and equipment on or about the Premises. Permittee and City hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial property insurance is available for said damage.
- (c) 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. The policy shall be endorsed to waive the insurer's rights of subrogation against the City, its officials, employees, and agents.

All insurance required hereunder shall be separately endorsed to require at least thirty (30) days' prior written notice of cancellation (ten (10) days if cancellation is for nonpayment of premium), nonrenewal, or reduction in coverage or limits (other than exhaustion of limits due to claims paid) and to provide that coverage shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach or its officials, employees, and agents.

**"EXHIBIT B"**

Any self-insurance program, self-insured retention or deductible must be approved separately in writing by City's Risk Manager or designee 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 such retention or deductible provisions.

Permittee shall require its contractors and subcontractors to maintain the insurance required hereunder unless otherwise agreed in writing by City's Risk Manager or designee.

Upon the execution of this Permit, Permittee shall deliver to City certificates of insurance and the required endorsements evidencing the coverage required by this Permit, including the certificates and endorsements of any of Permittee's contractors, subcontractors, and subpermittees, for approval as to sufficiency and form. The certificates and endorsements for each insurance policy shall contain the original signatures of persons authorized by that insurer to bind coverage on its behalf. Permittee shall provide City with copies of certificates of insurance and endorsements for renewal policies within thirty (30) days of policy expiration. City reserves the right to require complete certified copies of all said policies at any time.

Such insurance as required herein shall not be deemed to limit Permittee's liability relating to performance under this Permit. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Permit.

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