

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

REVOCABLE PERMIT

35437

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3 THIS REVOCABLE PERMIT ("Permit") is made this 1st day of October, 2019
4 by and between the CITY OF LONG BEACH, a municipal corporation ("City") and
5 ARCHDIOCESE OF LOS ANGELES EDUCATION & WELFARE CORPORATION
6 ("Permittee").

7 WHEREAS, Permittee has an immediate need to occupy certain real property
8 owned by City consisting of approximately 15,000 square feet and comprising a portion of
9 that parcel commonly known as the Armory and more particularly depicted on Exhibit "A"
10 attached hereto and incorporated herein (the "Premises"); and

11 WHEREAS, City is willing to grant Permittee the temporary right to occupy
12 the Premises in exchange for the payment of a fee and upon the terms and conditions
13 described in this Permit;

14 NOW THEREFORE, City and Permittee, for good and valuable
15 consideration, the receipt and sufficiency of which is acknowledged, and intending to be
16 legally bound, agree as follows:

17 1. USE AND ACCESS. City hereby authorizes Permittee to exclusively
18 use and occupy the Premises, for the express purpose of vehicular parking to be used in
19 connection with the operation by Permittee of a school on property adjacent to the
20 Premises. The Premises shall not be used for storage of any personal property or
21 equipment (other than motor vehicles), and Permittee shall not otherwise use the Premises
22 for any purpose other than as described in this Section. Permittee shall not bring any
23 hazardous materials upon the Premises.

24 2. TERM. Permittee may occupy the Premises beginning on August 9,
25 2019 and continuing until August 10, 2020, subject to a one-year extension option
26 exercisable upon the mutual agreement of City and Permittee. At any time during the term
27 hereof, either party may terminate this Permit upon thirty (30) days' advance written notice
28 for any reason or no reason, and in such event Permittee shall thereafter completely vacate

1 the Premises and return the Premises to City in the same condition as delivered to
2 Permittee, ordinary wear and tear excepted (including without limitation the removal of any
3 approved personal property or temporary improvements).

4 3. PREMISES AND IMPROVEMENTS. Permittee accepts the Premises
5 "as is", and City makes no warranty or representation whatsoever with respect to the
6 Premises, including without limitation as to suitability for Permittee's proposed use or the
7 Premises compliance with applicable codes, including without limitation the Americans with
8 Disabilities Act, and shall have no liability to Permittee due to the condition of the Premises
9 or any damage to which may be caused to vehicles parked at the Premises. Any
10 improvements necessary for Permittee's use of the Premises shall be temporary in nature,
11 installed solely at Permittee's expense, and shall be removed upon termination of this
12 Permit, unless otherwise directed by City acting in its sole discretion.

13 4. MAINTENANCE. Permittee will be responsible for minor repair and
14 maintenance of the Premises and improvements constructed thereon. Permittee shall not
15 be required to perform major repairs, improvements or maintenance.

16 5. OCCUPANCY FEE. Beginning on the first day of the term, and
17 continuing monthly thereafter, Permittee shall pay, in advance, an occupancy fee to City in
18 the amount of Five Hundred Dollars (\$500) per month, pro-rated daily for any partial
19 occupancy month.

20 6. INSURANCE. Permittee shall procure and maintain the following
21 insurance at Permittee's sole expense for the duration of this Permit, including any
22 extensions, renewals, or holding over thereof, from insurance companies that are admitted
23 to write insurance in the State of California or from non-admitted insurers that are on
24 California's List of Eligible Surplus Lines Insurers (LESLI) and that have ratings of or
25 equivalent to an A:VIII by A.M. Best Company:

26 a. Commercial general liability insurance equivalent in coverage scope
27 to ISO form CG 00 01 11 85 or 10 93 in an amount not less than One Million Dollars
28 (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.

1 Such coverage shall include but is not limited to broad form contractual liability, cross
2 liability protection, products and completed operations liability, and garage-keepers legal
3 liability. The City of Long Beach, and its boards, officials, employees, and agents shall be
4 added as additional insureds by endorsement (equivalent in coverage scope to ISO form
5 CG 20 26 11 85) and this coverage shall contain no special limitations on the scope of
6 protection afforded to City, and its boards, officials, employees, and agents.

7 b. Workers' compensation insurance as required by the California Labor
8 Code and Employer's Liability insurance in an amount not less than One Million Dollars
9 (\$1,000,000) per accident or occupational illness.

10 Any self-insurance program, self-insured retention or deductible must be
11 approved separately in writing by the City Risk Manager or designee and shall protect City,
12 and its boards, officials, employees, and agents in the same manner and to the same extent
13 as they would have been protected had the policy or policies not contained such self-
14 insurance or deductible provisions.

15 Each insurance required hereunder shall be endorsed to provide that
16 coverage shall not be canceled, nonrenewed, or materially changed in coverage or limits
17 (other than by reduction of limits by payment of claims) except after thirty (30) days prior
18 written notice to City, and that coverage shall be primary and not contributing to any other
19 insurance or self-insurance maintained by City, or its boards, employees, or agents.

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

28 Such insurance as required herein shall not be deemed to limit Permittee's

1 liability under this Permit. The procuring of insurance shall not be construed as a limitation
2 on liability or as full performance of the indemnification and hold harmless provisions of
3 this Permit.

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

6 7. WAIVER. This Permit confers no rights upon Permittee other than
7 expressly stated herein.

8 8. RELEASE AND INDEMNITY.

9 A. Permittee shall indemnify, protect and hold harmless City, its Boards,
10 Commissions, and their officials, employees and agents ("Indemnified Parties"), from and
11 against any and all liability, claims, demands, damage, loss, obligations, causes of action,
12 proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys'
13 fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or
14 alleged to have arisen, in whole or in part, out of or in connection with (1) Permittee's
15 breach or failure to comply with any of its obligations contained in this Permit, or (2)
16 Permittee's, its officers, employees, agents, subcontractors, or anyone under Permittee's
17 control, use of the Premises (collectively "Claims" or individually "Claim").

18 B. In addition to Permittee's duty to indemnify, Permittee shall have a
19 separate and wholly independent duty to defend Indemnified Parties at Permittee's
20 expense by legal counsel approved by City, from and against all Claims, and shall continue
21 this defense until the Claims are resolved, whether by settlement, judgment or otherwise.
22 No finding or judgment of negligence, fault, breach, or the like on the part of Permittee shall
23 be required for the duty to defend to arise. City shall notify Permittee of any Claim, shall
24 tender the defense of the Claim to Permittee, and shall assist Permittee, as may be
25 reasonably requested, in the defense.

26 C. If a court of competent jurisdiction determines that a Claim was caused
27 by the sole negligence or willful misconduct of Indemnified Parties, Permittee's costs of
28 defense and indemnity shall be (1) reimbursed in full if the court determines sole

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1 negligence by the Indemnified Parties, or (2) reduced by the percentage of willful
2 misconduct attributed by the court to the Indemnified Parties.

3 D. The provisions of this Section shall survive the expiration or
4 termination of this Permit.

5 Please contact Mary Torres at (562) 570-6846 to arrange access to the
6 Premises.

7 ARCHDIOCESE OF LOS ANGELES
8 EDUCATION & WELFARE
9 CORPORATION

10 Dec 3, 2019

11 By [Signature]
12 Name Michael T. Davitt
13 Title Director of Real Estate

14 "Permittee"

15 CITY OF LONG BEACH, a municipal
16 corporation

17 12/23, 2019

18 By [Signature]
19 City Manager

20 "City"

21 This Revocable Permit is approved as to form on

22 December 5, 2019.

23 CHARLES PARKIN, City Attorney

24 By [Signature]
25 Deputy

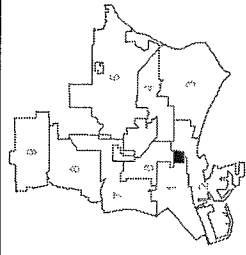
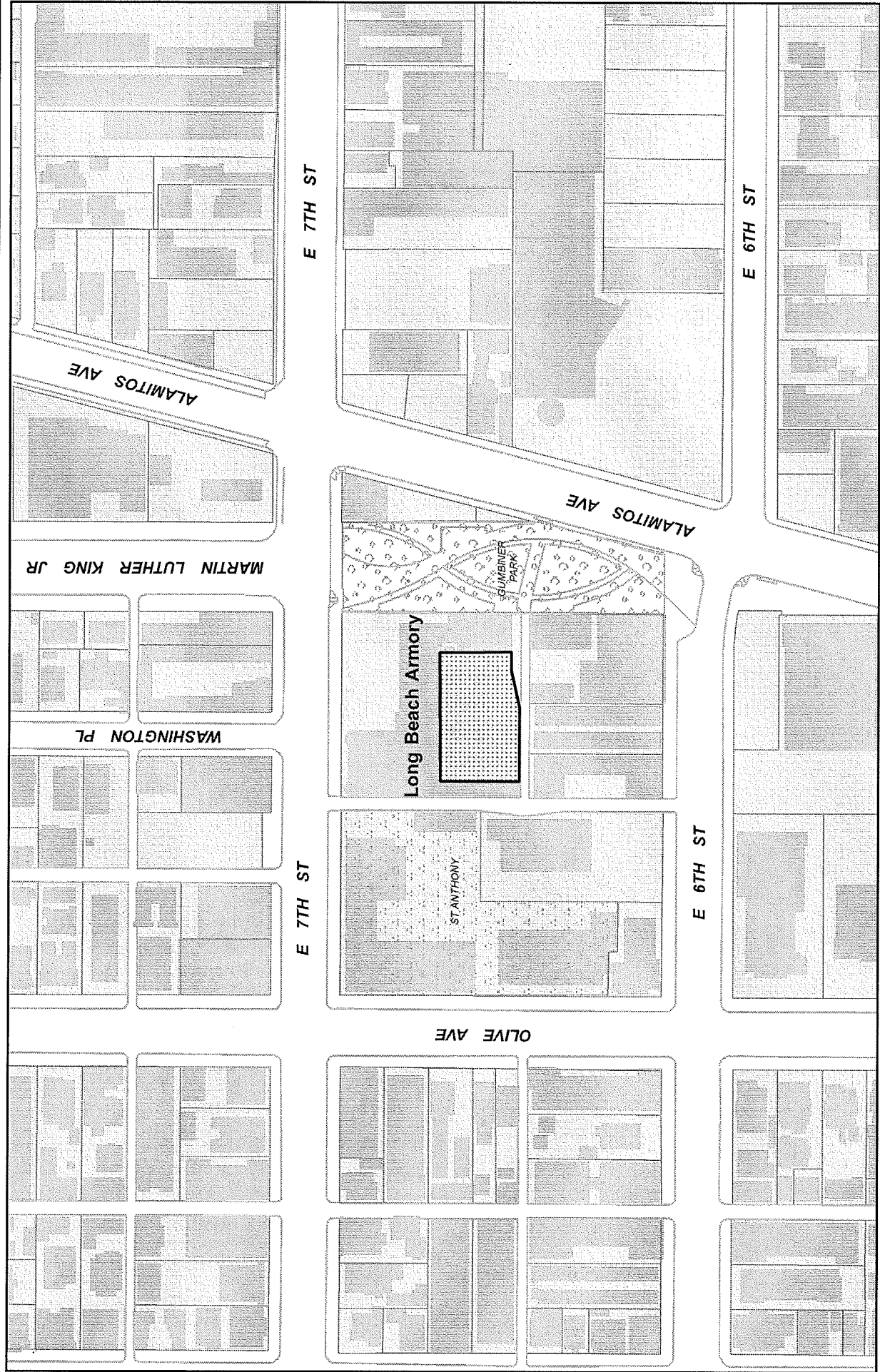


Exhibit A
Subject Property:
 Parking Lot – 854 E 7th St
 Council District : 1

