

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

FACILITY USE PERMIT
36192

Pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on October 12, 2021, the CITY OF LONG BEACH, a municipal corporation ("City") hereby grants to ELITE SKILLS DEVELOPMENT, a California non-profit corporation, ("Permittee"), whose address is 3515 Linden Avenue, #56, Long Beach, CA 90807, permission to use space in the Central Facilities Center located at 1133 Rhea Street, Long Beach, California 90806, 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 human and social services and for no other purpose without the prior written consent of the Director of City's Department of Health and Human Services ("Director"). During the Permit period of January 1, 2022 through December 31, 2027, Permittee shall use the Permit Area only during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise agreed upon. At the end of the initial Permit period, the Permit may be extended for an additional five-year period upon a determination by the City that Permittee has fully complied with the terms and conditions of this Permit and is otherwise in good standing with the City. The City shall notify Permittee within thirty (30) days of the end of the Permit period, and any subsequent extension thereof, if the Permit will be extended.

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

1 C. There is no reserved parking at the Central Facilities Center for
2 Permittee's employees, volunteers, or clients. Parking is "first come, first served."

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

8 2. Permittee shall pay to the City, a monthly fee for the use of the Permit
9 Area, without deduction, setoff, prior notice or demand, on or before the thirtieth (30th) day
10 of the month for the previous month, an amount equal to Two Hundred (\$200) Dollars
11 payable to the City of Long Beach Department of Health and Human Services, 2525 Grand
12 Avenue, Long Beach, CA 90815, Attn: Accounting, Room 280.

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

18 On revocation by the City or cancellation by Permittee following notice,
19 Permittee shall remove its personal property from the Permit Area and Central Facilities
20 Center within seven (7) days and peaceably surrender use of the Permit Area to the City.
21 If Permittee has not removed said personal property in that time, then the City may remove
22 it and dispose of it as provided by law. Permittee shall pay to the City the cost of removal
23 and disposal.

24 If Permittee abandons the Permit Area without giving notice of cancellation
25 to the City, then title to any personal property left in, on or at the Permit Area forty-five (45)
26 days after abandonment shall be deemed to have been transferred to the City. The City
27 shall thereafter have the right to remove and to dispose of said property without liability to
28 Permittee or to any person claiming under Permittee, and shall have no duty to account

1 therefore. Permittee hereby names the Director as Permittee's attorney in fact to execute
2 and deliver such documents or instruments as may be reasonably required to dispose of
3 such property and transfer title thereto.

4 4. Permittee shall maintain the Permit Area and common areas of the
5 Central Facilities Center in a neat, clean, sanitary condition. Permittee shall not use, keep,
6 or allow any offensive or refuse matter, any substance constituting a fire hazard, or any
7 hazardous material or substance on, in, or about the Permit Area or the Central Facilities
8 Center.

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

14 6. The City shall maintain and repair the Central Facilities Center and the
15 Permit Area. Notwithstanding the foregoing sentence, if the City fails or refuses to maintain
16 or repair the Central Facilities Center or the Permit Area, then Permittee's sole and
17 exclusive remedy by reason of the condition of the Permit Area or the Central Facilities
18 Center shall be to cancel this Permit and vacate the Permit Area. The City shall not be
19 liable to Permittee for any loss, cost, or expense resulting from Permittee's inability to use
20 the Permit Area.

21 7. The City shall provide and pay for water, gas, electricity and one
22 telephone line to the Permit Area. In addition, the City shall provide and pay for custodial
23 services for the Central Facilities Center, including the Permit Area. The City shall also
24 provide security services to the Central Facilities Center during normal business hours.

25 8. 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 9. Because a Permit is personal in nature, Permittee shall not assign this
2 Permit or any interest herein nor allow or cause the transfer hereof, whether by law or
3 otherwise. Any attempted assignment or transfer shall be void and confer no rights
4 whatsoever on a purported assignee or transferee.

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

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

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

22 13. This Permit is granted at no fee or charge to Permittee.

23 14. Permittee shall defend, indemnify and hold harmless the City, its
24 commissions, officials, employees and agents (collectively in this Section "City") from and
25 against all claims, demands, damage, causes of action, losses, liability, costs and
26 expenses (including reasonable attorney's fees) which may be asserted against the City
27 and which is connected in any way with this Permit, except for the gross negligence or
28 willful misconduct of the City. Permittee shall give notice to the City of any claim, demand,

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damage, cause of action, loss, liability, cost, or expense within ten (10) days.

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

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

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

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

19. Notwithstanding any language to the contrary herein, if a court of competent jurisdiction deems this Permit to be a lease, then Permittee hereby waives any right of redemption or relocation payment under any existing or future law in the event of removal from the Permit Area. Permittee agrees that, if the manner or method used by the

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1 City in revoking this Permit gives to Permittee a cause of action for damages, that the total
2 amount of damages to which Permittee shall be entitled in any such action is One Dollar.
3 Permittee agrees that this Section may be filed in any such action and that, when filed, it
4 shall be a stipulation by Permittee fixing the total damages to which Permittee is entitled in
5 such action.

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

Jan. 10, 2022, 2022

ELITE SKILLS DEVELOPMENT, a
California non-profit corporation

By *Sharon Diggs-Jackson*
President

Sharon Diggs-Jackson
Type or Print Name

Jan 10, 2022, 2022

By *Rebecca Jackson*
Secretary

Rebecca Jackson
Type or Print Name

"Permittee"

CITY OF LONG BEACH, a municipal
corporation

1/14, 2022

By *Linda J. Tatum*
City Manager

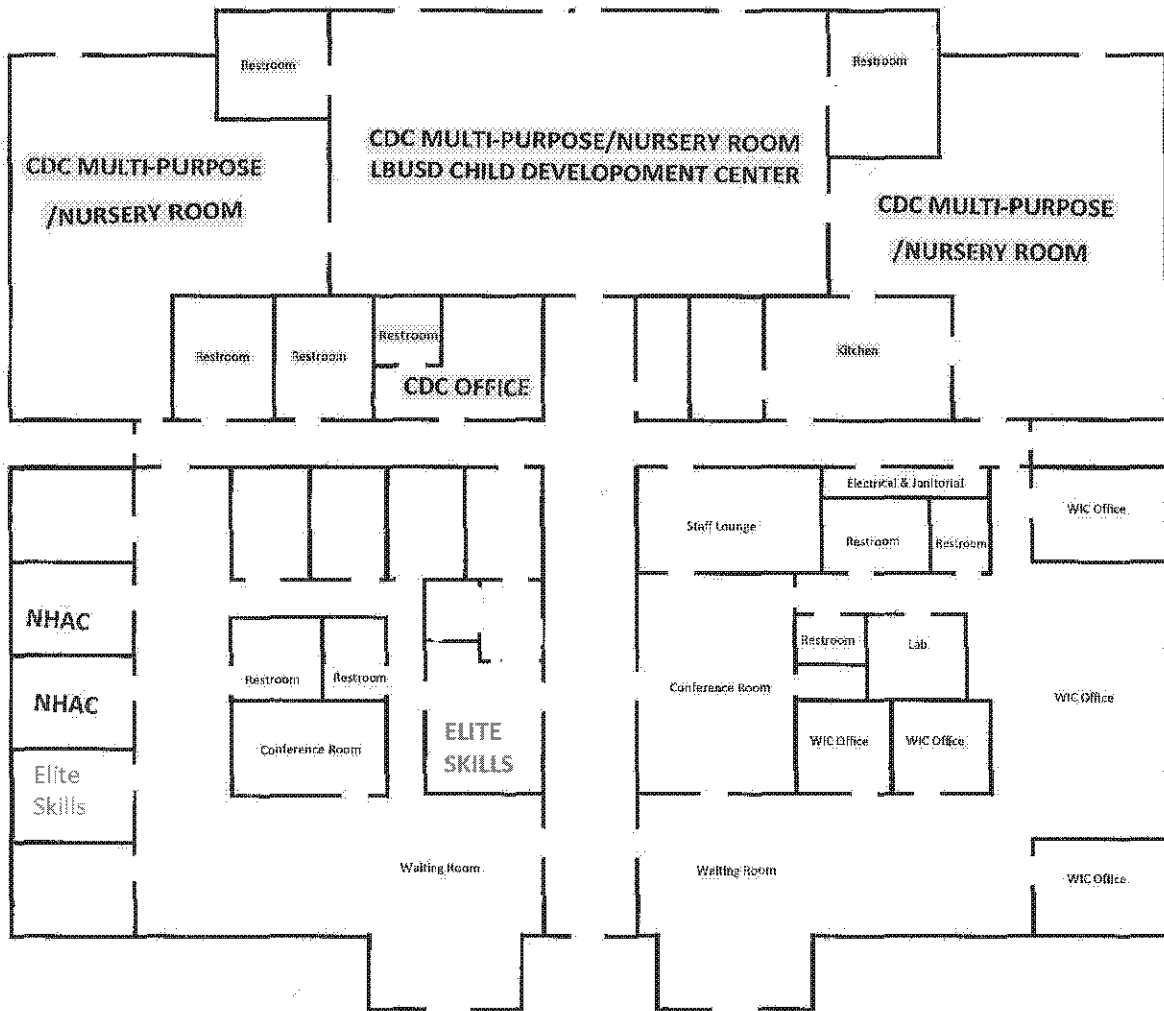
EXECUTED PURSUANT
TO SECTION 301 OF
"City" THE CITY CHARTER.

This Facility Use Permit is approved as to form on January 12, 2022.

CHARLES PARKIN, City Attorney

By *Charles Parkin*
Deputy

CENTRAL FACILITIES



**CITY OF LONG BEACH DEPARTMENT OF
HEALTH AND HUMAN SERVICES
CENTRAL FACILITIES CENTER**