

FACILITY USE PERMIT

29250

Pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on July 19, 2005, the CITY OF LONG BEACH, a municipal corporation ("City"), hereby grants to GOODWILL INDUSTRIES OF LONG BEACH AND SOUTH BAY, INC., a California non-profit corporation ("Permittee"), whose address is 800 West Pacific Coast Highway, Long Beach, California 90806, 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 July 19, 2005 and ends on June 30, 2008. During the Permit period, Permittee shall use the Permit Area only during the hours of 7:00 a.m. and 7:00 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 Permittee's employees, volunteers, or clients. Parking is "first come, first served."

D. Permittee acknowledges and agrees that, by this Permit, Permittee does not acquire any right, title, or interest in the Permit Area or in the Multi-Service Center, including the right to possession and control, but acquires only the mere right to use.

1 Permittee acknowledges and agrees that this Permit shall not be deemed a lease for any
2 purpose.

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

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

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

22 3. Permittee shall maintain the Permit Area and common areas of the Multi-
23 Service Center in a neat, clean, sanitary condition. Permittee shall not use, keep, or allow
24 any offensive or refuse matter, any substance constituting a fire hazard, or any hazardous
25 material or substance on, in, or about the Permit Area or the Multi-Service Center.

26 4. Permittee shall not install, erect, or make improvements to the Permit Area
27 or to alter the Permit Area without the prior written approval of the Director, which may be
28 withheld for any or no reason. Permittee shall pay the cost of any approved improvements

1 and, if the improvements are of a permanent nature, they shall become the property of the
2 City at the revocation or cancellation of this Permit.

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

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 basic
17 custodial services for the Multi-Service Center, including the Permit Area. The City shall
18 also provide security services to the Multi-Service Center during normal business hours.

19 7. During its use of the Permit Area, Permittee shall comply with all laws,
20 ordinances, rules, and regulations of and obtain all permits required by all federal, state,
21 and local governmental authorities having jurisdiction over the Permit Area and Permittee's
22 activities thereon, including but not limited to rules and policies of the City.

23 8. Because a permit is personal in nature, Permittee shall not assign this
24 Permit or any interest herein nor allow or cause the transfer hereof, whether by law or
25 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 Permit
28 Area during business hours for any reasonable purpose including but not limited to

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

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

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

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

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

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

28 15. Permittee shall comply with the insurance requirements stated in

1 Exhibit "B" attached hereto and incorporated herein by this reference.

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

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

19 18. Notwithstanding any language to the contrary herein, if a court of
20 competent jurisdiction deems this Permit to be a lease, then Permittee hereby waives any
21 right of redemption or relocation payment under any existing or future law in the event of
22 removal from the Permit Area. Permittee agrees that, if the manner or method used by the
23 City in revoking this Permit gives to Permittee a cause of action for damages, that the total
24 amount of damages to which Permittee shall be entitled in any such action is One Dollar.
25 Permittee agrees that this Section may be filed in any such action and that, when filed, it
26 shall be a stipulation by Permittee fixing the total damages to which Permittee is entitled
27 in such action.

28 19. The City shall not be liable for and Permittee hereby waives all claims

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 against the City, its officials and employees for loss or damage to Permittee's personal
2 property, or for injury to or death of persons due to theft, fire, flood, burglary, vandalism,
3 or other insurable cause, which occurs in, on or at the Permit Area except to the extent
4 caused by the City's gross negligence or willful misconduct.

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

7 GOODWILL INDUSTRIES OF LONG BEACH
8 AND SOUTH BAY, INC., a California non-profit
corporation

9 Aug 23, 2005

By

Janet McCarthy
President

(Type or Print Name)

By

Secretary

(Type or Print Name)

"Permittee"

CITY OF LONG BEACH, a municipal corporation

By

Christine J. Shipper
Assistant City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Facility Use Permit is approved as to form on 8/26, 2005.

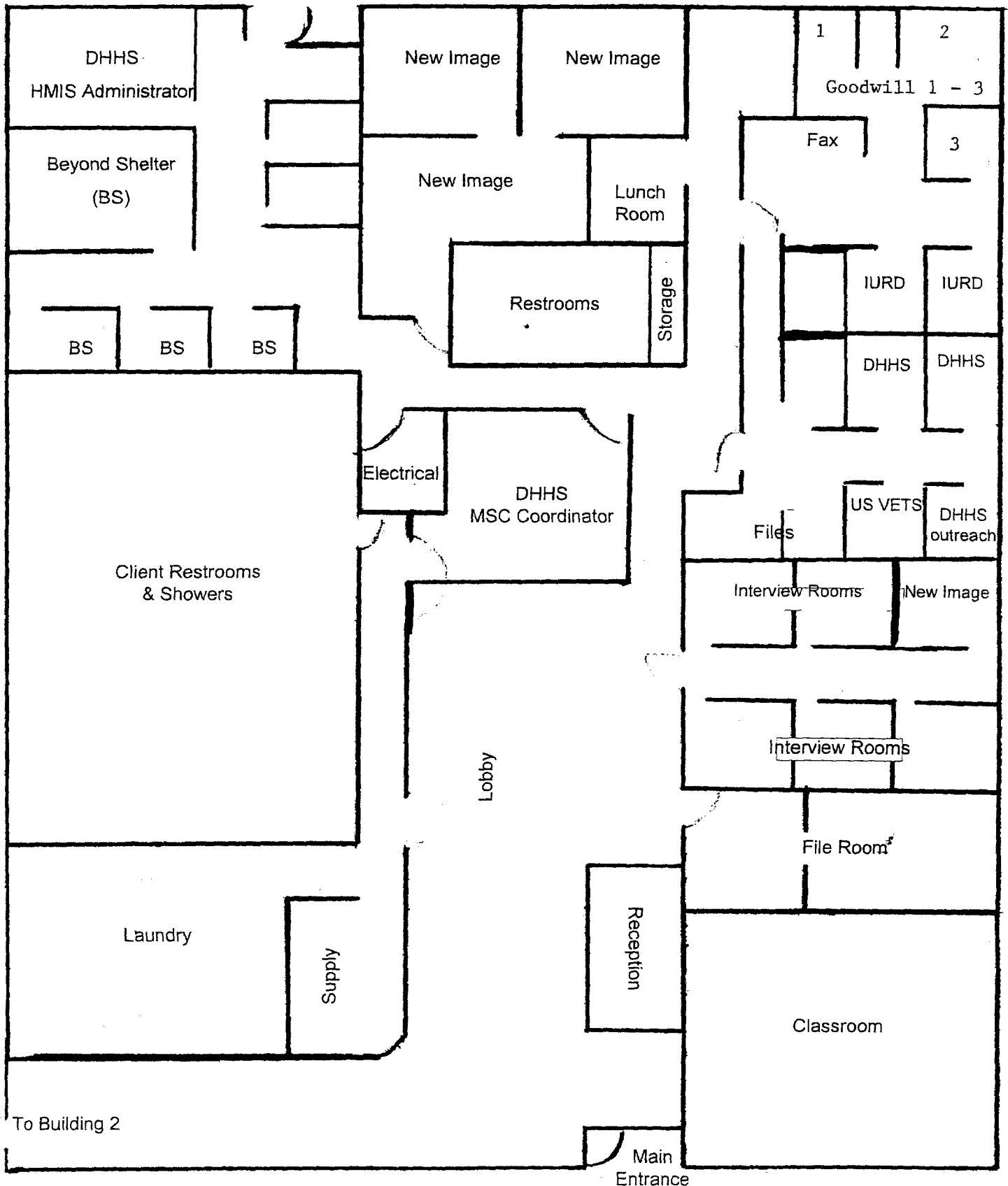
ROBERT E. SHANNON, City Attorney

By

D. J. Guin
Deputy

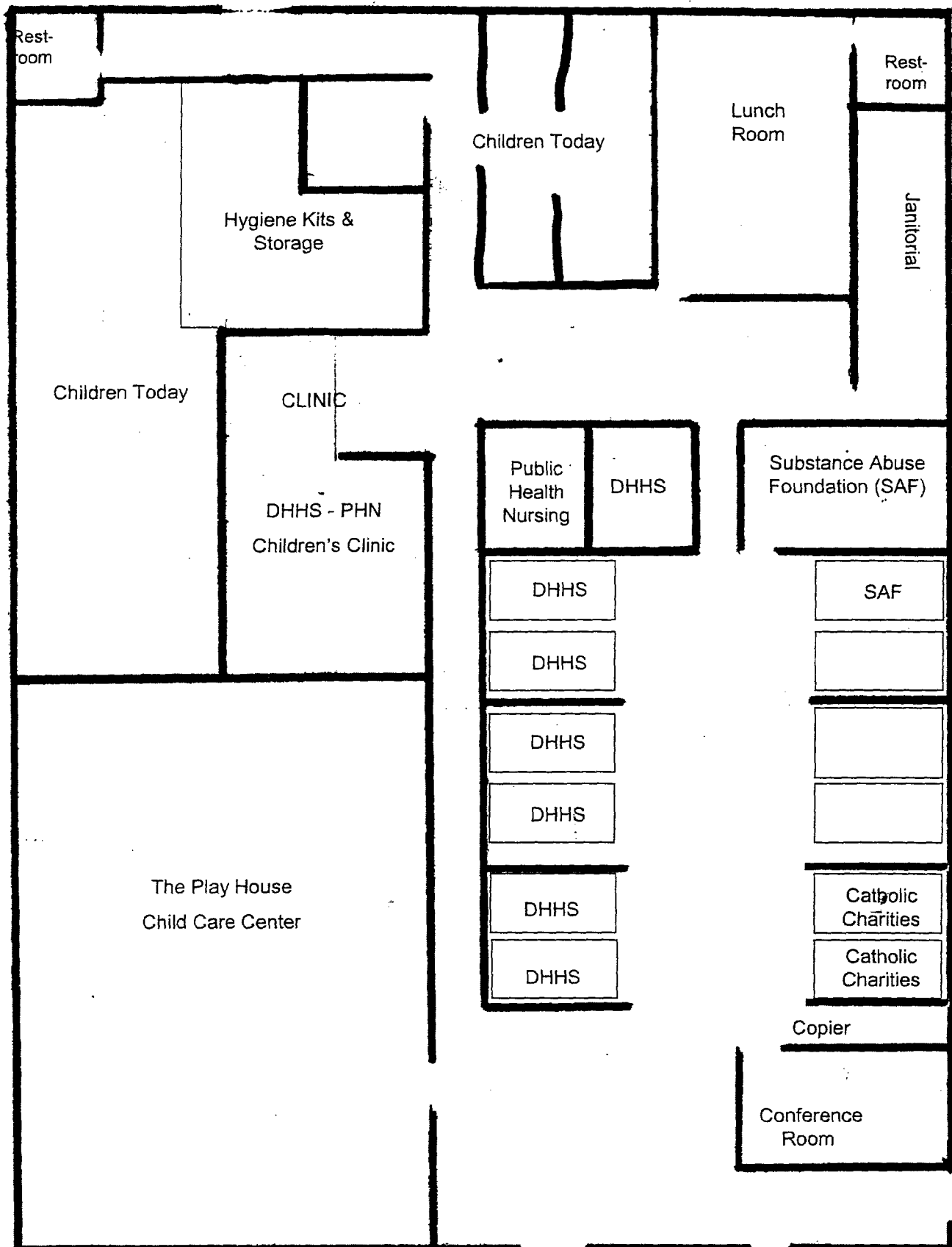
MSC Building 1 Space Allocation Map

EXHIBIT A



Updated June 2005

MSC Building 2 Space Allocation Map EXHIBIT A



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