

FACILITY USE PERMIT

36205

Pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on February 1, 2022, the CITY OF LONG BEACH, a municipal corporation ("City"), hereby grants to LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE, a California non-profit corporation ("Permittee"), whose address is 12070 Telegraph Rd., Suite 207, Santa Fe Springs, CA 90670, 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 as the "MSC Classroom" 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. Permit Area and Terms of Use.

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 February 14, 2022 and ends February 13, 2023, with the option to renew for three (3) additional one-year periods, at the discretion of the City Manager. 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 only
5 the mere right to use. Permittee acknowledges and agrees that this Permit shall not
6 be deemed a lease for any purpose.

7 2. Revocation.

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

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

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

28 3. Permittee shall maintain the Permit Area and common areas of the

1 Multi-Service Center in a neat, clean, sanitary condition. Permittee shall not use, keep, or
2 allow any offensive or refuse matter, any substance constituting a fire hazard, or any
3 hazardous material or substance on, in, or about the Permit Area or the Multi-Service
4 Center.

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

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

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

26 7. During its use of the Permit Area, Permittee shall comply with all laws,
27 ordinances, rules, and regulations of and obtain all permits required by all federal, state,
28 and local governmental authorities having jurisdiction over the Permit Area and Permittee's

1 activities thereon, including but not limited to rules and policies of the City.

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

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

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

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

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

25 13. Permittee shall defend, indemnify and hold harmless the City, its
26 commissions, officials, employees and agents (collectively in this Section "City") from and
27 against all claims, demands, damage, causes of action, losses, liability, costs and
28 expenses (including reasonable attorney's fees) which may be asserted against the City

1 and which is connected in any way with this Permit, except for the gross negligence or
2 willful misconduct of the City. Permittee shall give notice to the City of any claim, demand,
3 damage, cause of action, loss, liability, cost, or expense within ten (10) days.

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

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

10 16. This Permit shall not be amended, nor any term, condition or
11 restriction waived, nor any breach thereof waived, except in writing signed by both the City
12 and Permittee. The waiver of any breach hereof shall not constitute a waiver of any other
13 or subsequent breach. The failure or delay of the City to insist on strict compliance with
14 the terms, conditions and restrictions of this Permit shall not be deemed a waiver of any
15 right or remedy that City may have. This Permit shall be governed by the laws of the State
16 of California. This Permit constitutes the entire understanding of the parties and
17 supersedes all other agreements, oral or written, with respect to the subject matter herein.

18 If there is any legal proceeding between the City and Permittee to enforce or interpret this
19 Permit or to protect or establish any rights or remedies hereunder, the prevailing party in
20 that legal proceeding shall be entitled to its costs and expenses, including reasonable
21 attorney's fees and court costs. This Permit is not intended or granted for the purpose of
22 creating any benefit or right for any person or entity other than the City and the Permittee.
23 Revocation or cancellation of this Permit shall not terminate any rights or liabilities of either
24 the City or Permittee which accrued or existed during the time that this Permit was in effect.

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

27 18. Notwithstanding any language to the contrary herein, if a court of
28 competent jurisdiction deems this Permit to be a lease, then Permittee hereby waives any

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

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

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

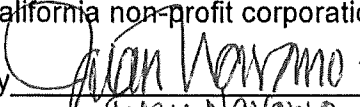
OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona Beach, CA 90802-4664

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

LOS ANGELES CENTERS FOR
ALCOHOL AND DRUG ABUSE, a
California non-profit corporation

Feb. 9, 2022

By 
Name Juan Navarro
Title Executive Director

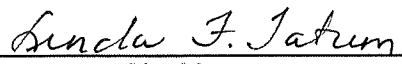
_____, 2022

By _____
Name _____
Title _____

"Permittee"

CITY OF LONG BEACH, a municipal
corporation

March 1, 2022


By 
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"City"

This Facility Use Permit is approved as to form on February 24, 2022.

CHARLES PARKIN, City Attorney

By 
Deputy

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE, a California non-profit corporation

Feb. 9, _____, 2022

By Juan Navarro
Name Juan Navarro
Title Executive Director

_____, 2022

By _____
Name _____
Title _____

"Permittee"

CITY OF LONG BEACH, a municipal corporation

_____, 2022

By _____
City Manager

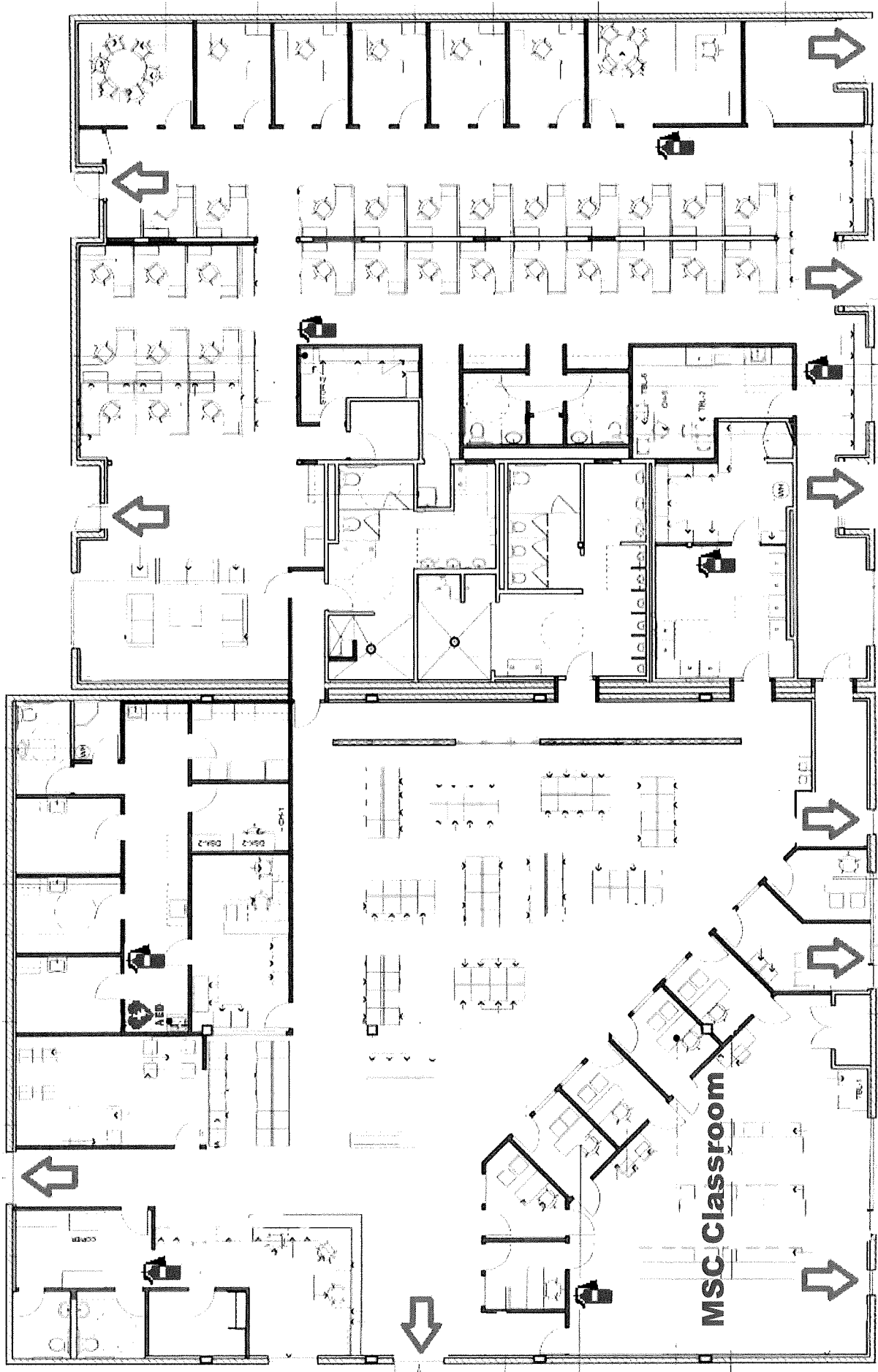
"City"

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

CHARLES PARKIN, City Attorney

By _____
Deputy

EXHIBIT “A”



MSC Classroom

EXHIBIT “B”



ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED Los Angeles Centers for Alcohol and Drug Abuse (L.A. CADA) 12070 Telegraph Rd, Suite #207 Santa Fe Springs CA 90670	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

The City of Long Beach, its officials, employees and agents are named additional insured with respect to the operations of the named insured. named additional insured with respect to the operations of the named insured. Written notice shall be provided at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change.

APPROVED
By Joleen Richardson at 8:43 am, Feb 08, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: The City of Long Beach, its officials, employees and agents
--

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or



- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
 CONTRACTORS – SCHEDULED PERSON OR
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

APPROVED

By Joleen Richardson at 8:43 am, Feb 08, 2022

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
The City of Long Beach, its officials, employees and agents	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.