

1 PERMIT TO USE OFFICE SPACE

2 **30088**

3 Pursuant to a minute order adopted by the City Council of the City of Long
4 Beach at its meeting on August 1, 2006, the CITY OF LONG BEACH ("City") hereby grants
5 to the LOS ANGELES COUNTY BAR ASSOCIATION DISPUTE RESOLUTION
6 SERVICES, INC., a non-profit association ("Permittee"), permission to use as office space
7 (the "Permit Area") in City's leased premises at 425 Atlantic Avenue, in Long Beach,
8 California commonly known as the Neighborhood Resource Center, subject to the following
9 terms and conditions.

10 1. Use. Permittee may use the Permit Area solely for the purpose of
11 providing free or low-cost mediation services, as identified in Exhibit "A" attached hereto
12 and incorporated herein by this reference, to eligible residents of the Long Beach area, .
13 Permittee may use the Permit Area during the hours of 8:00 a.m. to 5:00 p.m. two days per
14 month while this Permit is in effect.

15 2. Term and Revocation. The term of this Permit shall begin on September
16 1, 2006 and, unless revoked sooner, shall end on August 31, 2007. This Permit may be
17 extended, at the discretion of the City Manager, for two separate consecutive periods of
18 one (1) year, by amending this Permit for each extension period. Either party may revoke
19 this Permit by giving fifteen (15) days prior notice to the other party.

20 3. No Improvements. Permittee shall not install, erect, or make
21 improvements to the Permit Area or alter or repair the Permit Area.

22 4. Maintenance. The City shall maintain and repair the Permit Area.
23 Notwithstanding the foregoing, if City fails or refuses to maintain the Permit Area,
24 Permittee's sole and exclusive remedy by reason of any condition of the Permit Area
25 (whether such condition now or hereafter exists) shall be the revocation of this Permit and
26 vacation of the Permit Area. The City shall not be liable to Permittee for any loss, cost or
27 expense resulting from Permittee's inability to use the Permit Area. Any and all uses of the
28 Permit Area by Permittee, its employees, members, visitors, and invitees shall be at their

1 sole risk, cost, and expense. Permittee shall keep and maintain the Permit Area during its
2 use in a clean, safe, and sanitary condition, free and clear of all rubbish, debris, and litter.

3 5. Utilities and Supplies. City shall provide and pay for all water, gas,
4 electricity, and janitorial service to the Permit Area. City will also make available office
5 furniture, supplies and equipment, as well as on-site parking.

6 6. Laws and Lease. Permittee during its use of the Permit Area shall at all
7 times comply with all laws, ordinances, rules, and regulations of and obtain permits from
8 all federal, state, local governmental authorities having jurisdiction over the Permit Area
9 and Permittee's activities thereon.

10 The terms, conditions and covenants of Lease No. 26453 between the City
11 and Donald B. Truitt Family Trust are incorporated herein by this reference and Permittee
12 shall comply with those terms, conditions and covenants. By signing this Permit, Permittee
13 acknowledges that the City has delivered a copy of said Lease to Permittee.

14 7. No Assignment. Permittee shall not assign this Permit or any interest
15 herein or allow the transfer hereof, whether by operation of law or otherwise. Any
16 attempted transfer or assignment shall be void and confer no rights whatsoever upon a
17 transferee or assignee. If Permittee is adjudicated a bankrupt or become insolvent or if
18 any interest in this Permit is taken by attachment, execution, or receivership, the City may
19 revoke this Permit on five (5) days notice to Permittee notwithstanding Section 2 hereof.

20 8. Access. The City's authorized representatives shall have access to and
21 across the Permit Area during business hours for any reasonable purpose and, in the event
22 of an emergency, at any other time.

23 9. Indemnity. Permittee shall defend, indemnify, and hold harmless the City,
24 its officials, employees, and agents from and against all liability, causes of action, loss,
25 damage, claims, demands, costs (including attorney's fees and court costs), and expense
26 of any kind whatsoever (collectively in this section "claims") for injury to or death of persons
27 or damage to property (including property owned by or under the control of the City) arising
28 out of:

1 a. An act or omission of Permittee, its employees or of any other person
2 entering the Permit Area with the express or implied invitation of Permittee:

3 b. A violation by Permittee, its employees, or any other person
4 entering the Permit Area with the express or implied invitation of Permittee
5 of any law, ordinance or governmental order of any kind;

6 c. The use of the Permit Area by Permittee, its employees, invitees,
7 visitors, or any other person entering the Permit Area with the express or
8 implied invitation of Permittee.

9 This indemnity shall not include claims based on or arising from the gross
10 negligence or willful misconduct of the City, its officials and employees. Further, this
11 indemnity and defense of City hereunder shall not require payment of a claim by the City,
12 its officials or employees as a condition precedent to the City's recovery for indemnification
13 or defense.

14 10. Insurance. As a condition precedent to the effectiveness of this Permit,
15 Permittee shall procure and maintain at Permittee's expense for the duration of this Permit
16 from insurance companies that are admitted to write insurance in California or from
17 authorized non-admitted insurance companies that have ratings of or equivalent to A:VIII
18 by A.M. Best Company:

19 (a) Commercial general liability insurance (equivalent in scope to ISO
20 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One
21 Million Dollars (\$1,000,000) per occurrence and Two Million Dollars
22 (\$2,000,000) general aggregate. Such coverage shall include but not be
23 limited to broad form contractual liability, cross liability, independent
24 contractors liability, and products and completed operations liability. The
25 City, its officials, employees and agents shall be named as additional
26 insureds by endorsement (on City's endorsement form or on an endorsement
27 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and
28 this insurance shall contain no special limitations on the scope of protection

1 given to the City, its officials, employees and agents.

2 (b) Workers' Compensation insurance as required by the Labor Code
3 of the State of California and employer's liability insurance in an amount not
4 less than One Million Dollars (\$1,000,000).

5 (c) Commercial automobile liability insurance (equivalent in scope to
6 ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount
7 not less than Five Hundred Thousand Dollars (\$500,000) combined single
8 limit per accident.

9 Any self-insurance program, self-insured retention, or deductible must be
10 separately approved in writing by City's Risk Manager or designee and shall protect City,
11 its officials, employees and agents in the same manner and to the same extent as they
12 would have been protected had the policy or policies not contained retention or deductible
13 provisions. Each insurance policy shall be endorsed to state that coverage shall not be
14 reduced, non-renewed, or canceled except after thirty (30) days prior written notice to City,
15 and shall be primary and not contributing to any other insurance or self-insurance
16 maintained by City. Permittee shall notify the City in writing within five (5) days after any
17 insurance required herein has been voided by the insurer or cancelled by the insured.

18 Prior to its use of the Permit Area, Permittee shall deliver to City certificates
19 of insurance and required endorsements for approval as to sufficiency and form. The
20 certificate and endorsements for each insurance policy shall contain the original signature
21 of a person authorized by that insurer to bind coverage on its behalf. In addition,
22 Permittee, shall, within thirty (30) days prior to expiration of the insurance required herein,
23 furnish to City certificates of insurance and endorsements evidencing renewal of such
24 insurance. City reserves the right to require complete certified copies of all policies of
25 Permittee at any time. Permittee shall make available to City's Risk Manager or designee
26 all books, records and other information relating to the insurance coverage required herein,
27 during normal business hours.

28 Any modification or waiver of the insurance requirements herein shall only

1 be made with the approval of City's Risk Manager or designee.

2 The procuring or existence of insurance shall not be construed or deemed
3 as a limitation on liability or as full performance of or compliance with the indemnification
4 provisions of this Permit .

5 11. Possessory Interest. This Permit may create a possessory interest
6 subject to property taxation and Permittee may be liable for the payment of property taxes
7 levied on such possessory interest. Permittee shall pay or cause to be paid, prior to
8 delinquency, all taxes, assessments and other governmental and district charges that may
9 be levied or assessed on buildings, improvements or property used by Permittee in the
10 Permit Area and upon possessory interests created by this Permit. Satisfactory evidence
11 of such payments shall be delivered by Permittee upon demand therefor.

12 12. Notice. Any notice or communication hereunder shall be in writing and
13 either personally delivered or deposited in the U.S. Postal Service postage prepaid, first-
14 class, and addressed to City at 333 West Ocean Boulevard, Long Beach, California 90802
15 Attn: City Manager, and to Permittee at the address first stated above. Notice of change
16 of address shall be given in the same manner as stated herein for other notices. Notice
17 shall be deemed given on the date deposited in the mail or on the date personal delivery
18 is made, whichever first occurs.

19 13. Consideration. The parties agree that the services provided by Permittee
20 are a public benefit to the residents of Long Beach and, therefore, shall serve as the
21 consideration for the granting of this Permit.

22 14. Miscellaneous. Nothing in this Permit shall be construed as creating a
23 joint venture, partnership, principal-agent relationship, association, or any other type of
24 relationship between the parties. Revocation or expiration of this Permit shall not terminate
25 the rights or liabilities of either party which accrued or existed during the effectiveness of
26 this Permit. Neither party shall have the right or authority to bind the other party for any
27 purpose after this Permit is granted. This Permit is created as a joint effort of the parties
28 and shall not be construed against either party as the drafter. This Permit constitutes the

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entire understanding of the parties and supersedes all other agreements or communications, written or oral, with respect to the subject matter herein. This Permit shall not be amended nor any provision or breach waived, except in writing signed by the parties which expressly refers to this Permit. This Permit shall be governed by and construed in accordance with the laws of the State of California. Subject to applicable laws, rules, and regulations, neither party shall discriminate in its performance of this Permit on the basis of race, religion, national origin, color, sex, sexual orientation, HIV status, AIDS, age, disability, or handicap.

ACCEPTED this 23rd day of October, 2006.

LOS ANGELES COUNTY BAR ASSOCIATION'S
DISPUTE RESOLUTION SERVICES, INC., a non-profit association

By [Signature]
President

By Stuart A. Forough
Secretary

"Permittee"

CITY OF LONG BEACH, a municipal corporation

By [Signature]
City Manager

"City"

This Permit is hereby approved as to form on 11/28, 2006.

ROBERT E. SHANNON, City Attorney

By [Signature]
Senior Deputy

EXHIBIT "A"

2006/07

Long Beach Community Mediation Program Plan

Agency: Los Angeles County Bar Association, Dispute Resolution Services (DRS)
Program: Long Beach Community Mediation Program
Period: September 1, 2006 – August 31, 2007

Program Summary:

The Los Angeles County Bar Association, Dispute Resolution Services, funded by the County of Los Angeles, will provide community, family, and landlord/tenant mediation services to individuals who live, work, attend school, or own property in Long Beach, California. Services will include mediation, conciliation, group facilitation, and collateral services. These services will be accomplished through self-referral and referrals from all City departments and the following collaborative agencies:

- Neighborhood Resource Center
- Long Beach Non-Profit Partnership
- Housing Authority
- Business Development Center
- Willmore Community Police Center
- Wrigley Information and Police Center
- Anaheim Corridor Police Center
- Seventh Street Community Police Center

The Long Beach Community Mediation Program will work in collaboration with the City of Long Beach's Department of Community Development, Neighborhood Services Bureau. A DRS staff person will be assigned as the primary contact for referrals. Problem Assessment Interviews (PAIs) will be conducted by the DRS Case Coordinator who will physically work in Long Beach on an as-needed basis. The program and DRS staff person will be supervised by the Los Angeles County Bar Association, DRS Director of Operations.

An administrative processing fee of \$50, will be the only charge in most cases for family/domestic, neighbor/neighbor, landlord/tenant, and group disputes. The mediator will serve without compensation for the first three hours of the mediation session. However, if the matter is not resolved after the first three hours, and the parties agree to continue with the mediation session, the mediator will charge an hourly rate of compensation. All fees are on a sliding scale and can be waived for those unable to pay. Business cases are not part of the Long Beach Mediation Program.

In-Kind Contributions by the City of Long Beach are as follows:

- Office space on an as-needed basis
- Mediation room
- Translation services: English, Spanish, and Khmer
- Marketing
- Outreach and promotional mailings to neighborhood associations
- Office equipment, fax, telephone, work station, and incidentals.

DRS volunteer, part-time, and regular staff will provide PAIs, scheduling of mediation sessions and mediator, and documentation of all case activities. Additionally, quality assurance measures will ensure the timely delivery of services, confidentially and appropriate case documentation.

Goals To Be Accomplished:

The goal of the Long Beach Community Mediation Program is to work with the Long Beach community to defuse neighbor/neighbor tensions and resolve conflicts peacefully through mediation services provided to individuals living, working or owning property in Long Beach. Additionally, the DRS and City of Long Beach collaboration provides an opportunity for community-based organizations to use DRS services to facilitate workshops and in-service programs.

Target Populations:

The proposed target population for the Long Beach Community Mediation Program are adults and youth that live, work, own property, or attend school in Long Beach, California.

Services will be available to all ethnic groups in Long Beach. Translation assistance for Spanish and Khmer speaking residents will be available from the Neighborhood Services Bureau.

Program Services and Outcomes:

The Long Beach Community Mediation Program will include mediation training, conflict resolution workshops, intake, mediations, conciliations, case management, mediation scheduling, and information and referral services. Outcome statistics collected through follow-up evaluation surveys will be used to provide the data necessary to measure the program's impact on the Long Beach community. Coordination and implementation of staff development training, marketing, and promotional events will be handled by the Neighborhood Services Bureau, DRS staff, and the Director of Operations of DRS.

Proposed program services for FY 2006/07:

- Collaborative Meetings
- Community Trainings
- Staff Trainings
- Community Workshops
- Short Term Problem Assessment Interviews
- Long Term Problem Assessment Interviews
- Dispute Resolution Proceedings Initiated
- Dispute Resolution Proceedings Resolved
- Follow up and Quality Service Surveys

Assessment and Evaluation

Program evaluation will occur quarterly. The evaluation will include a brief program narrative detailing:

- Activities during the quarter
- Number of participants
- Mediations
- Resolved Cases
- Number of intakes and referrals

Follow-up surveys will be administered at the completion of all mediations/conciliation sessions.

These surveys will inquire about:

- Quality of service
- Experience of a safe environment
- Mutually beneficial and non-adversarial process
- Direct benefit of process/experience to all involved
- Indirect benefit of process/experience to all involved
- Would participant recommend mediation services to others
- Would participant use mediation again in the event of another dispute

I. VALUE OF DRS SERVICES PROVIDED

The net dollar value of the services above is estimated to be \$17,000 per annum.

These services are Intake, outreach, training, information and referral, mediations, Conciliation, Facilitation, and program supplies.

II. TERM

The term of this MOU shall be from September 1, 2006, to August 31, 2007, and will be considered renewed each year thereafter unless either party gives written notice of termination. Either party may terminate the MOU in sixty days of giving written notice of intention to terminate this MOU.

III. INDEMNIFICATION

Dispute Resolution Services, Inc. agrees to indemnify, defend and hold harmless the City of Long Beach from and against any and all claims, damages, and expenses of whatever nature including court costs.