

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4511

FACILITY USE PERMIT

36226

Pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on January 18, 2022, the CITY OF LONG BEACH, a municipal corporation ("City") hereby grants to LOVE BEYOND LIMITS, a California nonprofit corporation ("Permittee"), whose address is 3515 Linden Avenue, #58 Long Beach, California 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 March 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 one (1) 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, at the discretion of the City Manager. 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

1 Center and shall not interfere with the use of the Central Facilities Center by other  
2 holders of permits there.

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

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

11 2. Permittee shall pay to the City, a monthly fee for the use of the  
12 Permit Area, without deduction, setoff, prior notice or demand, on or before the thirtieth  
13 (30<sup>th</sup>) day of the month for the previous month, an amount equal to Two Hundred Dollars  
14 (\$200) payable to the City of Long Beach Department of Health and Human Services,  
15 2525 Grand Avenue, Long Beach, CA 90815, Attn: Accounting, Room 280.

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

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

27 If Permittee abandons the Permit Area without giving notice of cancellation  
28 to the City, then title to any personal property left in, on or at the Permit Area forty-five

1 (45) days after abandonment shall be deemed to have been transferred to the City. The  
2 City shall thereafter have the right to remove and to dispose of said property without  
3 liability to Permittee or to any person claiming under Permittee, and shall have no duty to  
4 account therefore. Permittee hereby names the Director as Permittee's attorney in fact to  
5 execute and deliver such documents or instruments as may be reasonably required to  
6 dispose of such property and transfer title thereto.

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

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

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

24 7. The City shall provide and pay for water, gas, electricity and one  
25 telephone line to the Permit Area. In addition, the City shall provide and pay for custodial  
26 services for the Central Facilities Center, including the Permit Area.

27 8. During its use of the Permit Area, Permittee shall comply with all  
28 laws, ordinances, rules, and regulations of and obtain all permits required by all federal,

1 state, and local governmental authorities having jurisdiction over the Permit Area and  
2 Permittee's activities thereon.

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

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

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

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

25 13. This Permit is granted at a fee of Two Hundred Dollars (\$200) per  
26 month.

27 14. Permittee shall defend, indemnify and hold harmless the City, its  
28 commissions, officials, employees and agents (collectively in this Section "City") from and

1 against all claims, demands, damage, causes of action, losses, liability, costs and  
2 expenses (including reasonable attorney's fees) which may be asserted against the City  
3 and which is connected in any way with this Permit, except for the gross negligence or  
4 willful misconduct of the City. Permittee shall give notice to the City of any claim,  
5 demand, damage, cause of action, loss, liability, cost, or expense within ten (10) days.

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

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

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

28 18. Permittee shall not erect, allow or cause to be erected on the Permit

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4511

1 Area any sign that has not received the prior written approval of the City.

2           19. Notwithstanding any language to the contrary herein, if a court of  
3 competent jurisdiction deems this Permit to be a lease, then Permittee hereby waives any  
4 right of redemption or relocation payment under any existing or future law in the event of  
5 removal from the Permit Area. Permittee agrees that, if the manner or method used by  
6 the City in revoking this Permit gives to Permittee a cause of action for damages, that the  
7 total amount of damages to which Permittee shall be entitled in any such action is One  
8 Dollar. Permittee agrees that this Section may be filed in any such action and that, when  
9 filed, it shall be a stipulation by Permittee fixing the total damages to which Permittee is  
10 entitled in such action.

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

16 ///  
17 ///  
18 ///  
19 ///  
20 ///  
21 ///  
22 ///  
23 ///  
24 ///  
25 ///  
26 ///  
27 ///  
28 ///

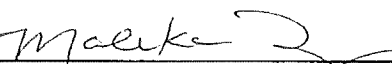
OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4511

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.

LOVE BEYOND LIMITS, a California  
nonprofit corporation

March 2, 2022

By 

Name MAFIKA Long

Title Executive Director

\_\_\_\_\_, 2022

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

"Permittee"

CITY OF LONG BEACH, a municipal  
corporation

March 18, 2022

By 

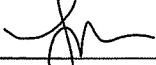
City Manager

"City"

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER**

This Facility Use Permit is approved as to form on March 14, 2022.

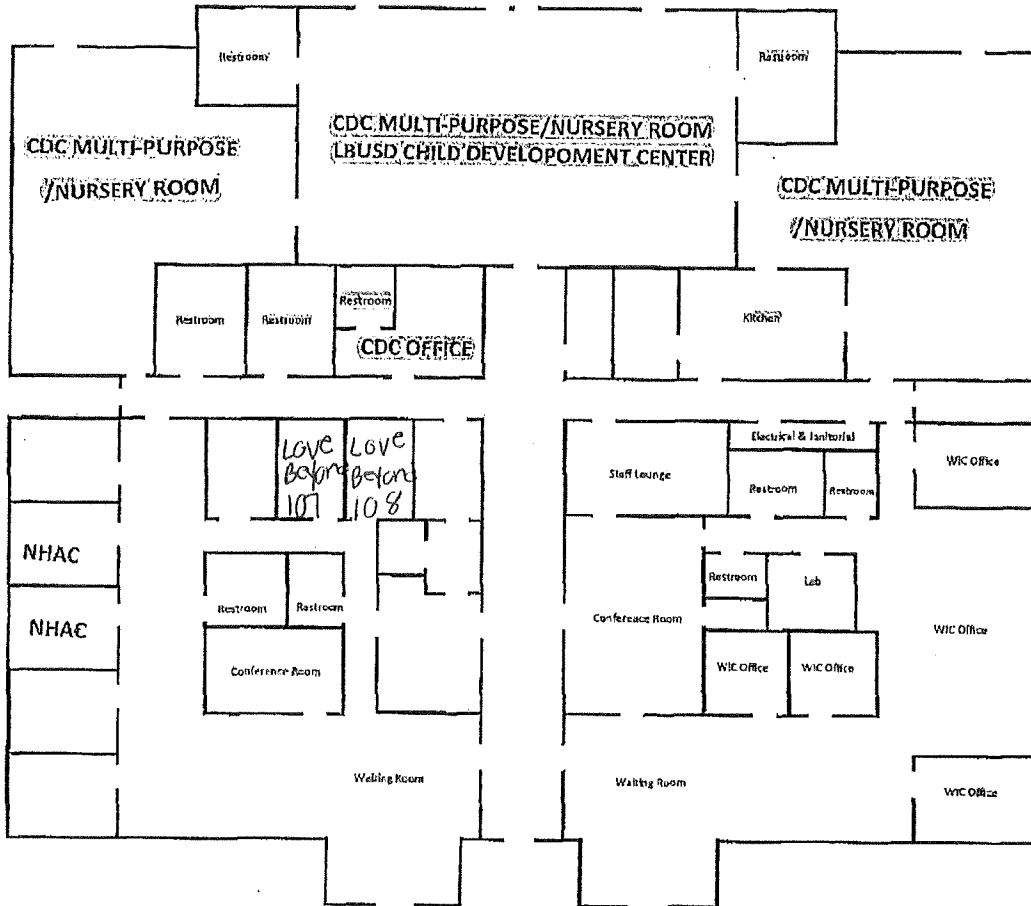
CHARLES PARKIN, City Attorney

By   
Deputy

# EXHIBIT "A"



# CENTRAL FACILITIES



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

# EXHIBIT "B"

Revocable Permit-Health  
Department  
Insurance Requirements

1. Insurance. Concurrent with the effective date of this Permit and in partial performance of Permittee's obligations hereunder, Permittee shall procure and maintain the following insurance coverages at Permittee's sole expense for the duration of this Permit and any extensions, renewals, or holding over thereof, from insurance companies authorized to write insurance in the State of California or from nonadmitted insurers that are on California's List of Eligible Surplus Lines Insurers (LESLI) and that have a current, minimum financial security rating of or equivalent to A.VIII by A.M. Best Company:

- (a) Commercial general liability equivalent in coverage scope to Insurance Services Office, Inc. (ISO) form CG 00 01 11 85 or 93 in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. Such insurance shall include coverage for products and completed operations liability and shall not exclude or limit coverage for contractual liability, independent contractors' liability, abuse and molestation liability, or cross liability protection. This insurance shall be endorsed to include the City of Long Beach, and its officials, employees, and agents as additional insureds by an endorsement equivalent in coverage scope to ISO form CG 20 26 11 85 and to waive the insurer's rights of subrogation against the City, its officials, employees, and agents with respect to the additional insured coverage.
- (b) "All Risk" property covering the full replacement value of Permittee's personal property and equipment on or about the Premises. Permittee and City hereby waive all rights of subrogation one against the other, but only to the extent that collectible commercial property insurance is available for said damage.
- (c) Workers' Compensation as required by the Labor Code of the State of California and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) per accident or occupational illness, The policy shall be endorsed to waive the insurer's rights of subrogation against the City, its officials, employees, and agents.

All insurance required hereunder shall be separately endorsed to require at least thirty (30) days' prior written notice of cancellation ten (10) days if cancellation is for nonpayment of premium), nonrenewal, or reduction in coverage or limits (other than exhaustion of limits due to claims paid) and to provide that coverage shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach or its officials, employees, and agents.

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

Permittee shall require its contractors and subcontractors to maintain the insurance required hereunder unless otherwise agreed in writing by City's Risk Manager or designee.

Upon the execution of this Permit, Permittee shall deliver to City certificates of insurance and the required endorsements evidencing the coverage required by this Permit, including the certificates and endorsements of any of Permittee's contractors, subcontractors, and subpermittees, for approval as to sufficiency and form. The certificates and endorsements for each insurance policy shall contain the original signatures of persons authorized by that insurer to bind coverage on its behalf. Permittee shall provide City with copies of certificates of insurance and endorsements for renewal policies within thirty (30) days of policy expiration. City reserves the right to require complete certified copies of all said policies at any time.

Such insurance as required herein shall not be deemed to limit Permittee's liability relating to performance under this Permit. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Permit.

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
TAPCO- KL (5576)  
PO Box 286  
Burlington, NC 27216

CONTACT NAME  
PHONE (A/C No, Ext): FAX (A/C No):  
EMAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE NAIC #

INSURED  
LOVE BEYOND LIMITS  
3515 LINDEN AVE  
LONG BEACH, CA 90807

INSURER A: United States Liability Insurance Company 25895  
INSUREB B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

**APPROVED**

By Joleen Richardson at 8:22 am, Feb 16, 2022

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT. IF ANY OTHER POLICIES OF INSURANCE ARE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			NPP1564865G	02/10/2022	02/10/2023	EACH OCCURENCE	\$1,000,000
	<div style="border: 1px solid black; padding: 5px; display: inline-block;">           Reviewed and recommend approval for Health Department's facility user permit through 2-10-2023 - GL only.   <i>Carl Southwell</i> </div>							DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS-COMP/OP AGG	Included
								\$
	AUTOMOBILIE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE-POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (See attached Acord 101 for additional liability limits)

Social Service. City of Long Beach, its officials, employees, volunteers, and agents are named as additional insureds with respect to general liability. L-744NPP 06/10 Blanket Additional Insured Endorsement is part of this policy.

## CERTIFICATE HOLDER

City of Long Beach, its officials, employees, volunteers, and agents  
211 E Ocean Blvd., Suite 410  
Long Beach, CA 90802

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**ADDITIONAL REMARKS SCHEDULE**

AGENCY TAPCO- KL (5576)		INSURED LOVE BEYOND LIMITS 3515 LINDEN AVE LONG BEACH, CA 90807
POLICY NUMBER NPP1564865G		
CARRIER United States Liability Insurance Company	NAIC CODE 25895	EFFECTIVE DATE: 2/10/2022

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25      FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

COVERAGE PART	LIMITS
<b>Commercial Liability</b>	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense (Any One Person)	\$5,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	Included
General Aggregate Limit	\$2,000,000
Professional E&O Liability Each Incident	\$1,000,000
Professional E&O Liability Aggregate	\$2,000,000
Abuse And Molestation Each Claim	\$100,000
Abuse And Molestation Aggregate	\$200,000

**APPROVED**  
 By Joleen Richardson at 8:22 am, Feb 16, 2022