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LEASE

**29489**

THIS LEASE is made and entered, in duplicate, as of January 11, 2006 pursuant to a minute order of the City Council of the City of Long Beach adopted at its meeting held on January 10, 2006, by and between the CITY OF LONG BEACH, whose address is 333 W. Ocean Boulevard, 3<sup>rd</sup> Floor, Long Beach, California 90802, Attention: City Manager (the "Landlord"), and the LONG BEACH POLICE HISTORICAL SOCIETY, a California nonprofit corporation, whose address is 2865 Temple Avenue, Long Beach, CA 90755 (the "Tenant").

Landlord and Tenant, in consideration of the mutual terms, covenants, and conditions herein, agree as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant hereby accepts and leases from Landlord those certain premises containing approximately 3,000 rentable square feet and more particularly depicted in Exhibit "A" attached hereto (the "Premises"), located in the building commonly known as 5373 E. 2<sup>nd</sup> Street, Long Beach, California (the "Building"). The Premises will be comprised of the entire first floor of the Building and the adjacent garage.

2. Term. The term of this Lease shall commence on February 1, 2006 (the "Commencement Date"), and shall terminate at midnight on January 31, 2011, unless sooner terminated as provided herein. The term of this Lease may be extended for one (1) additional period of five (5) years on mutual agreement of Landlord and Tenant and, in that event, the parties shall execute an amendment to this Lease that extends the term.

3. Termination Right. Either party may terminate this Lease at any time during the term provided that such party provides one hundred eighty (180) days advance notice in writing to the other party. Notwithstanding the above, Landlord may terminate this Lease upon sixty (60) days advance notice in writing if the Building or any major component thereof (including HVAC systems) suffers damage such that Landlord determines in its sole discretion that it would be cost prohibitive to repair such damage.

1                   4. Rent and other Consideration. Tenant shall pay to Landlord a rental  
2 payment of One Dollar (\$1.00) per year. Tenant shall make Premises available for periodic  
3 use of the Premises by the City and community in general for public meetings. Tenant  
4 shall handle scheduling of the meetings and shall provide access to the Premises for the  
5 meetings.

6                   5. Use. The Premises shall be used for general office purposes and for the  
7 public display of historical memorabilia by Tenant, and Tenant shall be prohibited from  
8 charging an admission fee to the Premises. The Premises shall not be used by Tenant for  
9 any other purpose without the express written consent of Landlord. Landlord reserves the  
10 right to use portions of the Premises as it deems necessary; provided that such use does  
11 not unreasonably hinder Tenant's use of the Premises.

12                   6. Tenant Improvements. Landlord shall have no obligation to provide  
13 Tenant with a tenant improvement allowance. The Premises shall be leased in "as is"  
14 condition. Any tenant improvements undertaken by Tenant shall first be approved by  
15 Landlord, and all costs associated with permits, materials and entitlements in connection  
16 with such tenant improvements shall be the sole responsibility of Tenant. Tenant shall be  
17 responsible for ensuring the Premises comply with the Americans With Disabilities Act to  
18 the extent required. Under no circumstances shall Tenant make any changes to any  
19 portion of the Building that does not constitute the Premises, including without limitation  
20 the exterior of the Building.

21                   7. Maintenance Obligations. Tenant shall keep the Premises in a neat, safe  
22 and sanitary condition, and shall procure and pay for janitorial and pest control services to  
23 the extent necessary for the Premises. Tenant shall be responsible for minor repairs  
24 associated with Tenant's daily use of the Premises. Landlord shall be responsible for  
25 major repairs required to be made to the Building and the major components thereof  
26 (including HVAC systems).

27                   8. Utilities. Landlord shall provide water and electricity to the Premises.  
28 Tenant shall make a monthly utility payment to Landlord in the amount of \$100. Payment

1 shall be due in advance on the first day of each calendar month during the Term, payable  
2 to the City of Long Beach, c/o the Long Beach Police Department.

3 9. Taxes. Landlord shall be responsible for payment of all real property  
4 taxes.

5 10. Insurance. (a) During the entire term, Tenant shall at its sole cost and  
6 expense procure and maintain:

7 (i) Commercial general liability insurance in an amount not less  
8 than One Million Dollars (\$1,000,000) per occurrence and in aggregate  
9 covering bodily injury and property damage liability combined arising from  
10 Tenant's obligations under or in connection with this Lease. Such insurance  
11 shall name Landlord, and any other party it so specifies in writing to Tenant,  
12 as an additional insured.

13 (ii) Physical Damage Insurance covering (a) all office furniture,  
14 trade fixtures, office equipment, merchandise and all other items of Tenant's  
15 property on the Premises installed by, for, or at the expense of Tenant, (b)  
16 any tenant work approved by the Tenant and the Landlord, and (c) all other  
17 improvements, alterations and additions to the Premises, including any  
18 improvements, alterations or additions installed at Tenant's request above  
19 the ceiling of the Premises or below the floor of the Premises. Such  
20 insurance shall be written on an "all risks" of physical loss or damage basis,  
21 for the full replacement cost value new without deduction for depreciation of  
22 the covered items and in amounts that meet any co-insurance clauses of the  
23 policies of insurance and shall include a vandalism and malicious mischief  
24 endorsement, and sprinkler leakage coverage. Landlord shall be named as  
25 an additional insured with respect to the improvements under (c) in this  
26 Section 10(a)(ii).

27 (iii) The minimum limits of policies of insurance required of Tenant  
28 under this Lease shall in no event limit the liability of Tenant under this

1 Lease. Such insurance shall (a) be issued by an insurance company having  
2 a rating of not less than A-X in Best's Insurance Guide or which is otherwise  
3 acceptable to Tenant and Landlord, (b) be primary insurance as to all claims  
4 thereunder and provide that any insurance carried by Tenant or Landlord is  
5 excess and is non-contributing with any insurance requirement of Tenant, (c)  
6 provide that said insurance shall not be canceled or coverage changed  
7 unless thirty (30) days' prior written notice shall have been given to Landlord  
8 and any mortgagee or ground or underlying lessor of Landlord, and (d)  
9 contain a cross-liability endorsement or severability of interest clause  
10 acceptable to Landlord. Tenant shall deliver said policy or policies or  
11 certificates thereof to Landlord on or before the effectiveness of this Lease.

12 (b) Notwithstanding the provisions of this Section 10, Tenant and Landlord  
13 each hereby waive any and all rights of recovery against the other, or against the officers,  
14 employees, agents and representatives of the other, for loss of or damage to such waiving  
15 party or its property or the property of the other, for loss of or damage to such waiving party  
16 or its property or the property of others under its control but only to the extent that (a) such  
17 loss or damage is insured against or is required to be insured against under the terms of  
18 this Lease, and (b) such insurance policies permit and do provide for such waiver. In this  
19 regard, Landlord and Tenant each agree to have their respective insurers issuing the  
20 insurance described in this Section 10 waive any rights of subrogation that such companies  
21 may have against the other party.

22 11. Hazardous Materials. No goods, merchandise, supplies, personal  
23 property, materials, or items of any kind shall be kept, stored, or sold in or on the Premises  
24 which are in any way explosive or hazardous. Tenant shall comply with California Health  
25 and Safety Code Section 25359.7 or its successor statute regarding notice to Landlord on  
26 discovery by Tenant of the presence or suspected presence of any hazardous material on  
27 the Premises. "Hazardous Materials" means any hazardous or toxic substance, material  
28 or waste which is or becomes regulated by the City, the County of Los Angeles, the State

1 of California or the United States government.

2 12. Default. The occurrence of any of the following acts shall constitute a  
3 default by Tenant:

4 a. Failure to pay rent when due after ten (10) days written notice;

5 b. Failure to perform any of the terms, covenants, or conditions of this Lease  
6 if said failure is not cured within thirty (30) days after written notice of said failure. If the  
7 default cannot reasonably be cured in thirty (30) days, Tenant shall not be in default if  
8 Tenant begins to cure within the thirty-day period and diligently proceeds to cure to  
9 completion; or

10 c. Any attempted assignment, transfer, or sublease except as approved by  
11 Landlord pursuant to Section 18.

12 If Tenant does not comply with each provision of this Lease or if a default occurs,  
13 then Landlord may terminate this Lease and Landlord may enter the Premises and take  
14 possession thereof provided, however, that these remedies are not exclusive but  
15 cumulative to other remedies provided by law in the event of Tenant's default, and the  
16 exercise by Landlord of one or more rights and remedies shall not preclude Landlord's  
17 exercise of additional or different remedies for the same or any other default by Tenant.

18 13. Right of Entry. Landlord shall have the right of access to the Premises  
19 at all times.

20 14. Condemnation. If the whole or any part of the Premises shall be taken  
21 by any public or quasi-public authority under the power of eminent domain, then this Lease  
22 shall terminate as to the part taken or as to the whole, if taken, as of the day possession  
23 of that part or the whole is required for any public purpose, and on or before the day of the  
24 taking Tenant shall elect in writing either to terminate this Lease or to continue in  
25 possession of the remainder of the Premises, if any. All damages awarded for such taking  
26 shall belong to Landlord, whether such damages be awarded as compensation for  
27 diminution in value to the leasehold or to the fee.

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1           15. Nondiscrimination. Subject to applicable laws, rules and regulations,  
2 Tenant shall not discriminate against any person or group on the basis of age, gender,  
3 sexual orientation, HIV status, marital status, race, religion, creed, ancestry, national origin,  
4 disability, or handicap with respect to the use of the Premises or the performance of its  
5 obligations under this Lease.

6           In the performance of this Lease, Tenant shall not discriminate against any  
7 employee or applicant for employment on the basis of race, color, sex, religion, ancestry  
8 or national origin. Tenant shall take affirmative action to ensure that applicants are  
9 employed and that employees are treated without regard to these bases. Such action shall  
10 include but not be limited to employment, upgrading, demotion, transfer, recruitment,  
11 recruitment advertising, layoff, termination, rates of pay or other forms of compensation,  
12 and selection for training including apprenticeship. Tenant shall post in conspicuous  
13 places notices stating this provision.

14           16. Indemnification. Tenant shall defend, indemnify and hold harmless  
15 Landlord from all claims, demands, damages, causes of action, losses, liability, costs or  
16 expenses, including reasonable attorney's fees, of any kind or nature whatsoever  
17 (collectively referred to in this Section and Section 18 as "claims") which Landlord may  
18 incur for injury to or death of persons or damage to or loss of property occurring in, on, or  
19 about the Premises arising from the condition of the Premises, the alleged acts or  
20 omissions of Tenant, Tenant's employees, or agents, the occupancy, use, or misuse of the  
21 Premises by Tenant, Tenant's employees, agents, approved subtenants, licensees,  
22 patrons, or visitors, or any breach of this Lease.

23           17. Relocation. Tenant agrees that nothing contained in this Lease shall  
24 create any right in Tenant for any relocation assistance or payment under applicable  
25 California law from Landlord on the expiration or termination of this Lease. Tenant agrees  
26 that nothing contained in this Lease shall create any right for any reimbursement of  
27 Tenant's moving expenses incurred prior to or during the term of this Lease.

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1           18. Assignment. Tenant shall not assign or transfer this Lease or any  
2 interest herein, nor sublease the Premises or any part thereof (collectively referred to as  
3 "transfer") without the prior written approval of Landlord which may be withheld in  
4 Landlord's sole discretion.

5           19. Signs. Tenant may, at its own cost, install exterior signage on the  
6 Premises subject to permitting requirements and Landlord's reasonable approval as to  
7 design, size and location.

8           20. SNDA. In the event a mortgage is recorded against the Premises,  
9 Landlord shall use its best efforts to cause the lienholder to execute a commercially  
10 reasonable subordination, non-disturbance and attornment agreement and Tenant agrees  
11 to execute the same in favor of the lienholder.

12           21. Access. Tenant shall have access to the Premises twenty-four (24)  
13 hours per day, seven (7) days per week.

14           22. Parking. Landlord shall not be obligated to provide Tenant with any  
15 parking spaces. Tenant shall procure parking at its own cost and expense.

16           23. Holding Over. If Tenant holds over and remains in possession of the  
17 Premises or any part thereof after the expiration of this Lease with the express or implied  
18 consent of Landlord, then such holding over shall be construed as a tenancy from month  
19 to month at the monthly rent then in effect and otherwise on the same terms, covenants,  
20 and conditions contained in this Lease.

21           24. Surrender of Premises. On the expiration or sooner termination of this  
22 Lease Tenant shall deliver to Landlord possession of the Premises in substantially the  
23 same condition that existed immediately prior to the date of execution hereof, reasonable  
24 wear and tear excepted.

25           25. Notice. Any notice required hereunder shall be in writing and personally  
26 served or deposited in the U. S. Postal Service, first class, postage prepaid to Landlord and  
27 Tenant at the respective addresses first stated above. Notice shall be deemed effective  
28 on the date of mailing or on the date personal service is obtained, whichever first occurs.

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1 Change of address shall be given as provided herein for notice.

2           26. Waiver of Rights. The failure or delay of Landlord to insist on strict  
3 enforcement of any term, covenant, or condition herein shall not be deemed a waiver of  
4 any right or remedy that Landlord may have and shall not be deemed a waiver of any  
5 subsequent or other breach of any term, covenant, or condition herein. The receipt of and  
6 acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default  
7 but shall only constitute a waiver of timely payment of rent. Any waiver by Landlord of any  
8 default or breach shall be in writing. Landlord's approval of any act by Tenant requiring  
9 Landlord's approval shall not be deemed to waive Landlord's approval of any subsequent  
10 act of Tenant.

11           27. Successors in Interest. This Lease shall be binding on and inure to the  
12 benefit of the parties and their permitted successors, heirs, personal representatives,  
13 transferees, and assignees, and all of the parties hereto shall be jointly and severally liable  
14 hereunder.

15           28. Force Majeure. Except as to the payment of rent, in any case where  
16 either party is required to do any act, the inability of that party to perform or delay in  
17 performance of that act caused by or resulting from fire, flood, earthquake, explosion, acts  
18 of God, war, strikes, lockouts, or any other cause whether similar or dissimilar to the  
19 foregoing which is beyond the control of that party and not due to that party's fault or  
20 neglect shall be excused and such failure to perform or such delay in performance shall  
21 not be a default or breach hereunder. Financial inability to perform shall not be considered  
22 cause beyond the reasonable control of the party.

23           29. Partial Invalidity. If any term, covenant, or condition of this Lease is held  
24 by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of  
25 the provisions hereof shall remain in full force and effect and shall in no way be affected,  
26 impaired or invalidated thereby.

27           30. Time. Time is of the essence in this Lease, and every provision hereof.  
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1                    31. Governing Law. This Lease shall be governed by and construed in  
2 accordance with the laws of the State of California.  
3                    32. Integration and Amendments. This Lease represents and constitutes the  
4 entire understanding between the parties and supersedes all other agreements and  
5 communications between the parties, oral or written, concerning the subject matter herein.  
6 This Lease shall not be modified except in writing signed by the parties and referring to this  
7 Lease.  
8                    33. Joint Effort. This Lease is created as a joint effort between the parties  
9 and fully negotiated as to its terms and conditions and nothing contained herein shall be  
10 construed against either party as the drafter.  
11                    34. No Recordation. This Lease shall not be recorded.  
12                    35. Attorney's Fees. In any action or proceeding relating to this Lease, the  
13 prevailing party shall be entitled to its costs, including a reasonable attorney's fee.  
14                    36. Captions and Organization. The various headings and numbers herein  
15 and the grouping of the provisions of this Lease into separate sections, paragraphs and  
16 clauses are for convenience only and shall not be considered a part hereof, and shall have  
17 no effect on the construction or interpretation of this Lease.  
18                    37. Relationship of Parties. The relationship of the parties hereto is that of  
19 Landlord and Tenant, and the parties agree that nothing contained in this Lease shall be  
20 deemed or construed as creating a partnership, joint venture, association, principal-agent  
21 or employer-employee relationship between them or between Landlord or any third person  
22 or entity.  
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IN WITNESS WHEREOF, the parties have executed this Lease with all of the formalities required by law as of the date first above written.

"Landlord"  
CITY OF LONG BEACH, a municipal corporation

February 3, 2006

By Christine J. Shippey  
Assistant  
City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

"Tenant"  
LONG BEACH POLICE HISTORICAL SOCIETY,  
a California nonprofit corporation

JANUARY 19, 2006

By Todd R. Houser  
President  
TODD R. HOUSER  
(Type or Print Name)

January 19, 2006

By Donna J. Hatch  
Secretary  
DONNA J. HATCH  
(Type or Print Name)

This Lease is hereby approved as to form this 30 day of January, 2006.

ROBERT E. SHANNON, City Attorney  
By [Signature]  
Deputy

Robert E. Shannon  
City Attorney of Long Beach  
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EXHIBIT "A"  
PREMISES DEPICTION

ATTACHMENT

