

1 PERMIT TO USE OFFICE SPACE

2 **30496**

3 Pursuant to a minute order adopted by the City Council of the City of Long
4 Beach at its meeting on October 9, 2007, the CITY OF LONG BEACH ("City") hereby
5 grants to the VETERANS IN COMMUNITY SERVICE, INC., a California corporation
6 ("Permittee"), whose address is 10260 Matern Place, Santa Fe Springs, California
7 90670, permission to use as office space Suite A (the "Permit Area") in City's leased
8 premises at 425 Atlantic Avenue, in Long Beach, California commonly known as the
9 Neighborhood Resource Center, subject to the following terms and conditions.

10 1. Use. Permittee may use the Permit Area solely for the purpose of
11 providing a Home Energy Assistance Program ("HEAP") for eligible low-income residents
12 of the Long Beach area, and for no other purpose. Permittee may use the Permit Area
13 during the hours of 8:00 a.m. to 5:00 p.m. on every other Friday while this Permit is in
14 effect.

15 2. Term and Revocation. The term of this Permit shall begin on September
16 1, 2007 and, unless revoked sooner, shall end on August 31, 2012. The parties shall
17 have an option to renew the lease for two (2) additional two-year periods upon mutual
18 written agreement. Either party may revoke this Permit by giving fifteen (15) days prior
19 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
26 and vacation of the Permit Area. The City shall not be liable to Permittee for any loss,
27 cost or expense resulting from Permittee's inability to use the Permit Area. Any and all
28 uses of the Permit Area by Permittee, its employees, members, visitors, and invitees

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

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

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

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

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

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

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

1 of the City) arising out of:

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

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

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

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

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

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

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

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

5 (c) Commercial automobile liability insurance (equivalent in scope to ISO
6 form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less
7 than Five Hundred Thousand Dollars (\$500,000) combined single limit per
8 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
13 deductible provisions. Each insurance policy shall be endorsed to state that coverage
14 shall not be reduced, non-renewed, or canceled except after thirty (30) days prior written
15 notice to City, and shall be primary and not contributing to any other insurance or self-
16 insurance maintained by City. Permittee shall notify the City in writing within five (5) days
17 after any insurance required herein has been voided by the insurer or cancelled by the
18 insured.

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

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

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

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

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

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

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

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 effort of the parties and shall not be construed against either party as the drafter. This
2 Permit constitutes the entire understanding of the parties and supersedes all other
3 agreements or communications, written or oral, with respect to the subject matter herein.
4 This Permit shall not be amended nor any provision or breach waived, except in writing
5 signed by the parties which expressly refers to this Permit. This Permit shall be governed
6 by and construed in accordance with the laws of the State of California. Subject to
7 applicable laws, rules, and regulations, neither party shall discriminate in its performance
8 of this Permit on the basis of race, religion, national origin, color, sex, sexual orientation,
9 HIV status, AIDS, AIDS related condition, age, disability handicap, or Vietnam Era
10 veteran status.

11 ACCEPTED this 18th day of December, 2007.

VETERANS IN COMMUNITY SERVICE, INC.,
a California corporation

12
13
14 December 18, 2007

15 By [Signature]
President

16 December 18, 2007

17 By [Signature]
Secretary

"Permittee"

CITY OF LONG BEACH, a municipal
corporation ASSISTANT

18
19
20 I. Ka., 2007

21 By [Signature]
City Manager

"City"

EXECUTED PURS
TO SECTION 30
THE CITY CHARTER

22 This Permit is hereby approved as to form on December 31, 2007.

23 ROBERT E. SHANNON, City Attorney

24
25 By [Signature]
Deputy
26
27

28 GA:ikm 07-05164
Permit 12/12/07