

**HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES
COMMUNITY SPACE USE AGREEMENT**

33635

In consideration of the obligations to be undertaken hereunder, the Housing Authority of the County of Los Angeles, hereinafter called "Licensor" or "Housing Authority," agrees to permit use of the community space hereinafter defined as the Premises to:

LONG BEACH POLICE DEPARTMENT

hereinafter called "**Licensee**," without having to pay rent, upon the following terms and conditions:

GENERAL PROVISIONS

ARTICLE I: Premises

- A. The Premises are located at the following housing development ("Housing Development"), which is owned by Licensor and commonly known as:

CARMELITOS HOUSING DEVELOPMENT

1000 VIA WANDA LONG BEACH, CA 90805

- B. The term "Premises," for purposes of this agreement ("Space Use Agreement"), shall be limited to the following community space at the above named Housing Development:

MANAGEMENT OFFICE and 790 VIA WANDA UNIT 112 LONG BEACH, CA 90805

1000 VIA WANDA LONG BEACH, CA 90805

- C. The Premises shall include all facilities, equipment, furnishings, fixtures, appurtenances and supplies located upon the Premises as of the effective date of this Space Use Agreement. Licensee shall supply its own equipment, furnishings, fixtures and appurtenances, where applicable, and upon written approval of Licensor. Licensee shall be responsible for providing all supplies that Licensee requires for permitted use of Premises. Should there be a Licensor owned private telephone on the Premises, prior written approval for use must be obtained by Licensee from Licensor; an accounting of telephone usage shall be maintained by Licensee and reimbursement for such use shall be submitted to Licensor upon demand.
- D. A joint inspection of the Premises shall be conducted by both parties at the commencement of this Space Use Agreement and on each anniversary of the commencement term of this request to agree upon the condition and contents of the Premises. Upon completion of the inspection, the Declaration of Condition and Contents of Premises, attached hereto as Attachment "A", describing the condition and contents of the Premises shall be signed and dated by both parties and is incorporated herein by reference.
- E. Licensee shall be fully responsible for set up and cleaning of the Premises for the duration of this Space Use Agreement and returning the Premises in good condition and repair at the termination of this Space Use Agreement. Licensee shall be liable for any and all damages to Licensor's property, whether real or personal to the extent such damages are caused by Licensee, or its representatives, employees, agents, contractors, consultants, guests, invitees, or volunteers.

ARTICLE II: Term: Multi-Year

The term of this Space Use Agreement shall begin on the 9/1/13 until 8/31/16
(Start Date) (End Date)

unless sooner terminated as provided for herein. The specific days and times for use of the Premises by Licensee shall be as set forth in Attachment "B" and incorporated herein by reference.

Article III: Purpose

Licensee understands and agrees that the use of community space shall be reserved for programs and activities which have as their primary objectives to provide programs or services that contribute to the health, education, employment or welfare of the residents of the Housing Development.

Article IV: Use of Premises

- A. Permitted Uses:** Licensee shall use the Premises only for the purpose/s and use as set forth in Attachment "B".
- B. Prohibited Uses:** Licensee understands and agrees that the Premises shall not be used for illegal purposes, for any activity of a commercial nature, for any activity which creates a public or private nuisance, nor for the private use of residents or others. Licensee further understands and agrees that the Premises shall not be used for the purpose of raising funds for any purpose nor used for any activity where a fee is charged except as may be approved by Licensor, in writing, pursuant to the rules, regulations and policies established by Licensor governing space use.
- C. Advertising Displays:** Signs, placards or advertising displays of any kind by Licensee or its agents shall not be attached or affixed to the exterior of the Premises or on Housing Authority property without prior written consent of Licensor.
- D. Resident Participation:** Programs and activities conducted by Licensee on the Premises shall be open to all residents of the Housing Development. To maintain continued use for the same or similar purposes, 51% of the participants of the program or activity shall be residents of the Housing Development.
- E. Activity Reports:** As a condition of continuing use, Licensee shall submit to the Property Supervisor of the Housing Development, an activity report on Licensor form(s) at the end of each month during the term of this Space Use Agreement; or in the case of an event of less than one month duration, at the termination of that event. The activity report shall include detailed reports of all activities conducted during said month, with a statistical list of the resident participants in such activities (not by name). Licensee shall maintain the back-up information which supports its statistical reporting requirements. Licensor shall have the right to audit and inspect such documents with reasonable notice.
- F. Rules and Regulations:** Licensee shall abide by all rules, regulations, and policies established by Licensor governing the use of the Premises. Such rules, regulations and policies are set forth in Attachment "D" and incorporated into this Space Use Agreement by this reference and may be modified from time to time in the discretion of Licensor. Licensor shall give written notice to Licensee of any modifications to the rules, regulations and policies.
- G. Parking:** Parking rules and regulations for Licensee at the Housing Development shall be determined by the Property Supervisor, in his/her sole discretion, and may be modified from time to time.
- H. Accident/Incident Notification:** Licensee understands and agrees that there is a mandatory reporting requirement for any accident/incident that occurs during the use of the Premises by Licensee. An accident/incident is defined as any occurrence that may cause or has the potential to cause injury, disease or damage. The terms accident and incident are interchangeable and include "near miss" situations. Any such accident/incident shall be reported by Licensee immediately and without delay to the Property Supervisor. If the accident/incident occurs after hours, Licensee shall call 1-800-850-8908 and report the accident/incident to the on-call staff person.

Article VII: Insurance Coverage Requirements

The insurance policies set forth herein shall be primary and non-contributory insurance with respect to Licensor and the Community Development Commission of the County of Los Angeles ("Commission"). The insurance policies shall contain an additional insured endorsement naming the Licensor and the Commission as an additional insured and include a waiver of subrogation for the benefit of Licensor and the Commission.

Without limiting Licensee's indemnification of Licensor and the Commission, Licensee shall procure and maintain at Licensee's expense for the duration of this Space Use Agreement the following insurance against claims for injuries to persons or damages to property which may arise from activities hereunder:

A. GENERAL LIABILITY INSURANCE: (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$3,000,000
Products/Completed Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$3,000,000
Each Occurrence	\$3,000,000

This policy shall include a sexual abuse and molestation endorsement Licensor, the Commission, the County of Los Angeles, and each of their elected and appointed officers, officials, representatives, employees, and agents (collectively the "Public Agencies") shall be named as additional insureds on such policy and endorsements.

B. AUTOMOBILE LIABILITY INSURANCE: (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". The Public Agencies shall be named as additional insureds on such policy.

C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY: insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the Public Agencies. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

D. Failure To Procure Insurance: Failure on the part of Licensee to procure or maintain required insurance shall constitute a material breach upon which Licensor may immediately terminate this Space Use Agreement.

E. Exceptions: Residents and/or Resident Organizations authorized to use Housing Authority community facilities are exempted from the insurance requirements set forth in Article VII herein. Further, organizations consisting of both residents and non-residents and authorized to use community facilities for limited purposes such as meetings, shall be exempt from Article VII so long as a resident is a supervisory or managing member of the organization. (This Section E does not apply to the University of California.)

- F. **Waivers:** Non-resident organizations and/or individuals may apply in writing to the Executive Director, or his designee, for a waiver or reduction of the insurance requirements pursuant to the attached rules and regulations. Such waiver or reduction may be granted subject to the review and approval of the Executive Director or his designee and attached hereto as Attachment "C". (This Section F does not apply to the University of California.)
- G. **Self Insurance:** Any self-insurance program and self-insured retention must be separately approved by Licensor.

Article VIII: Limitations

It is expressly understood that in permitting the right to use said Premises, no estate or interest in real property is being conveyed to Licensee, and that the right to use is only a nonexclusive, revocable and unassignable permission to use the Premises in accordance with the conditions of the Space Use Agreement for the purpose of conducting the permitted activities.

Article IX: Assignment

This Space Use Agreement is personal to Licensee, and Licensee shall have no right or ability to assign the whole or any part of the Premises. In the event Licensee shall attempt to assign or transfer the same in whole or in part all rights hereunder shall immediately terminate.

Article X: Authority To Cease Activities

In the event that an authorized representative of Licensor finds that the activities being held on the Premises endanger the health or safety of persons on or near Premises, the representative may require that this Space Use Agreement immediately terminate forthwith until said endangering activities cease.

Article XI: Holdover

In the event of Licensee holdover beyond the term of this Space Use Agreement, with or without the express written consent of Licensor, such holding over shall be subject to the terms and conditions contained herein.

Article XII: Entire Agreement

This Space Use Agreement with attachments and references constitutes the entire understanding and agreement of the parties.


Signatures

IN WITNESS WHEREOF, Licensee and Licensor have executed this Space Use Agreement through their duly authorized officers this 1 day of Sept, 2013.

HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES

CITY OF LONG BEACH
A MUNICIPAL CORPORATION

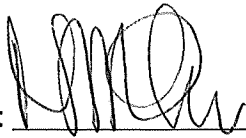
By: 
SEAN ROGAN
Executive Director

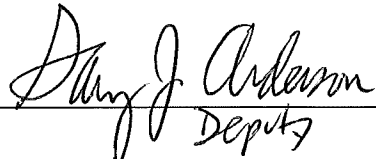
By:  Assistant City Manager
PATRICK H. WEST
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.


APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

APPROVED AS TO FORM:
ROBERT E. SHANNON
City Attorney

By: 
Deputy

By: 
Deputy

APPROVED AS TO PROGRAM:
HOUSING MANAGEMENT DIVISION

By: 
Maria Badrakhan, Director

ATTACHMENT "A"

I. DECLARATION OF CONDITION AND CONTENTS OF PREMISES

A.

On 4-10-13, year, the Premises located at Management Office and 790 Via Wanda

were inspected OFFICER EVERETT of the Long Beach Police Department

and LYNN ANDERSON, of the Housing Authority of the County of Los Angeles.

B. At the time of this inspection, the Premises and contents were in:

GOOD

FAIR

POOR CONDITION

C. The contents of the Premises at the time of this inspection are as follows:

FRIDGE, TWO DESKS, FILE CABINETS, COMPUTER
CHAIRS, TABLES

D. The following contents of the Premises were found to be in poor or inoperable condition at the time of this inspection:

NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES:

Licensee Representative:

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Signature [Signature] Title Assistant City Manager City Manager Date 8-13-13

Organization Name: City of Long Beach

HACOLA Representative:

Name Lynn Anderson Signature [Signature] Date 4-11-13
Property Supervisor or Designee

APPROVED AS TO FORM
August 5, 20 13
Robert E. Shannon, City Attorney
By Charles Parkin
[Signature]
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

ATTACHMENT "B"

II. DATES, TIME AND PURPOSE OF SPACE USE

The Premises described in Article 1 of the Community Space Use Agreement will be used during the following day(s) and time(s) for the following purposes: (Please see pages 6, 7, & 8)

Day(s): Sunday through Monday

Time(s): 24 hours a day

Purpose(s) (must describe the activities which will be occurring on site or attach a scope of services):

Community Policing Program Services per an Intergovernmental Agreement with the City of Long Beach

Licensee's contact person on Premises: Officer Miguel Valenzuela #6019

Address & Telephone number: 400 West Broadway Blvd. Long Beach, CA 90802

Keys Provided? Yes No

If keys are provided, Licensee agrees to the following conditions: Licensee shall not make or have made any copies of keys to the Premises; Licensee accepts responsibility for securing the Premises; and Licensee will return keys at the termination of the agreement. Licensee understands that failure to comply with these conditions will result in the immediate termination of this agreement.

I hereby certify that I understand and agree to abide by all rules and regulations including hours, limits on the number of people, no alcohol or smoking; and I also agree to cooperate with all fire, police, and Housing Authority personnel directives regarding health or safety issues.

Patrick H. West	City Manager
Print Name <u>SMJ</u>	Title <u>8.13.13</u>
<u>Assistant City Manager</u>	
Signature	EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.
City of Long Beach	Date
	333 West Ocean Boulevard Long Beach, CA 90805 (562) 570-6916

Organization/Agency Name	Address and Phone Number
<u>Lynn Anderson Property Manager</u>	<u>4-11-13</u>
Witnessed By (Name and Title)	Date

Housing Authority of the County of Los Angeles

APPROVED AS TO FORM
August 5, 2013
 ROBERT E. STANTON, City Attorney
 By Charles Parkin
Gary J. Anderson
 GARY J. ANDERSON
 DEPUTY CITY ATTORNEY

ATTACHMENT "C"

WAIVER OR REDUCTION OF INSURANCE REQUIREMENTS

Upon written request by the sponsor of the event, program or activity, the Executive Director of the Housing Authority may, in his/her sole discretion, waive or reduce the insurance requirements set forth in the Housing Authority Community Space Use Agreement. Among factors the Housing Authority shall consider include, without limitation, the nature of the entity to use the community space, the nature of the activity, its duration, and the financial ability of the sponsor entity to meet its obligations under the indemnification covenant set forth in the Community Space Use Agreement.

This waiver shall only apply to those organizations/individuals identified in Article VII D. of the Community Space Use Agreement who have requested and are eligible for such waiver.

The Housing Authority of the County of Los Angeles hereby grants a:

Waiver of the insurance requirements.

Reduction of the insurance requirements to the following level: _____

as set forth in Article VII of the Community Space Use Agreement for the following reason/s:

- a. Licensee is a Resident and/or Resident Organizations authorized to use Housing Authority community facilities for the purpose(s) described in Attachment B.
- b. Licensee is an organization consisting of both residents and non-residents and is authorized to use community facilities for limited purposes such as meetings, and a resident is a supervisory or managing member of the organization. (This does not apply to the University of California.)
- c. The Executive Director, in his sole discretion, has approved a written request from the Licensee to waive or reduce the insurance requirements.

_____ Signature	_____ Title	_____ Date
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Individual Name/Organization

Sean Rogan, Executive Director Housing Authority of the County of Los Angeles/ Community Development Commission of the County of Los Angeles	_____ Date
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End SUA 02.2012.

*Please note :
Certificate of Self-Insurance
reviewed and initialed by
Risk Management 8/28/13*

ATTACHMENT D

Housing Authority Rules, Regulations and Policies: Use of Housing Authority Owned Community Space

Licensee, **City of Long Beach**, also referred to as "sponsor", shall comply with the following rules, regulations and policies governing the use of Housing Authority owned community space at all Housing Developments. Community space shall include community rooms, recreation centers and social halls.

I. General Policy Governing Use of Community Space

a. PURPOSE AND GOALS

The use of community space shall be reserved for programs, meetings and activities whose primary objective is to provide programs or services that contribute to the health, education, employment and welfare of the residents of the Housing Development, and at least 51% of those receiving services must be residents of the Housing Development. Community space shall not be used for any illegal purposes, nor for any activity of a commercial nature. Further, community space shall not be for the private use of residents or others. The Housing Authority, in granting permission to use community space, shall endeavor to provide a varied use of the community space for the benefit of the entire Housing Development. No single use shall dominate the use of community space.

b. ADVERTISING

For any event, meeting or activity, there shall be a limit of one (1) sign at the entrance of the community space. The use of a community bulletin board or boards, if available, may be permitted pursuant to Housing Authority rules and regulations regarding the use of bulletin boards.

c. GENERAL RULES, REGULATIONS AND PROHIBITIONS

1. The use of community space shall be granted on a first come, first serve basis, except preference shall be granted for Housing Authority sponsored for co-sponsored activities, followed by activities sponsored by a bona fide resident organization. The Housing Authority reserves the right to change the date, day, time or location upon which a particular event, program, or activity shall occur.

The Housing Authority shall make best efforts to inform the sponsor of the activity of any such changes as soon as possible.

2. To maintain continued use of the community space, or to obtain future authorization to use the community space for the same or similar purposes by the same organization, a minimum of 51% of the participants of the program of activity shall be residents of the Housing Development.
3. Organizations or individuals authorized to use the community space shall not discriminate on the grounds of race, color, creed or national origin in allowing participation in the program, event or activity.
4. No fee shall be charged for participation in any event, program or activity, except for fundraising activities as provided for herein.
5. All events, programs and activities shall be open to all residents of the Housing Development.
6. Except as provided herein, community space shall not be used for any fundraising activity. Fundraising activities may only be conducted by a Housing Authority sponsored or a bona fide resident organization after written approval from the Housing Authority is obtained. No outside organization shall be permitted to use community space for fundraising activities. In determining whether to approve a fundraising request, the Housing Authority shall consider whether the purpose of the solicitation is for the benefit of the residents and the use of the proceeds shall be used for programs or activities that contribute to the health, education or welfare of the residents of the Housing Development. Any such approved organization shall maintain accurate records reflecting the receipt and expenditure of all solicited funds and the Housing Authority shall have the right to audit and inspect such records upon reasonable notice.
7. No alcoholic beverages shall be served and no smoking shall be permitted at any event, program or activity with the community space.

8. Organizations or individuals authorized to use the community space shall conduct the activities for which the space was designated.
9. Licensee shall not assign space use privileges to another organization or individual ("Sublicensee") without prior written approval of the Housing Authority. For approval, the Housing Authority shall determine that the Sublicensee's activities contribute to the health, education or welfare of the residents of the Housing Development. The Housing Authority may require reasonable conditions for the use of the space by the Sublicensee. The Sublicensee shall agree in writing to be bound by all the terms and conditions of Licensee's Space Use Agreement.
10. The hours for any event, program or activity shall be scheduled and set by the Director, but no program, event or activity shall be permitted to continue after midnight (12:00 a.m.).
11. The maximum number of people permitted at any event, program or activity shall be scheduled and set by the Property Supervisor, and shall not exceed the maximum amount permitted under any law, ordinance or code. If the maximum number of people are exceeded during any event, program or activity, the Property Supervisor or other Housing Authority agent may, at his or her discretion, stop the event or contact the local fire or police department, and the sponsor of the event shall agree to cooperate with the Authority staff or fire or police department.
12. The Housing Authority may require, in its sole discretion, security guards to be furnished at the sponsor's expense for activities deemed necessary.
13. The sponsor of the event, program or activity shall complete and submit an information form with the Property Supervisor which shall provide, at a minimum, (i) the sponsor's name, address and phone number, and the name, address and phone number of the person who will be in charge of the event, (ii) that the sponsor understands and agrees to abide by all rules and regulations including hours, limits on number of people, no alcohol or smoking, no fee, and

(iii) that the sponsor agrees to cooperate with all fire, police, and Housing Authority personnel directives regarding health or safety issues.

II. Waiver of Insurance Requirement

Upon written request by the sponsor of the event, program or activity, the Executive Director of the Housing Authority may, in his/her sole discretion, waive or reduce the insurance requirements set forth in the Housing Authority Community Space Use Agreement. Among factors the Housing Authority shall consider include, without limitation, the nature of the entity to use the community space, the nature of the activity, its duration, and the financial ability of the sponsor entity to meet its obligations under the indemnification covenant set forth in the Community Space Use Agreement.

III. Fees For Use of Space

The Housing Authority may, at its discretion, charge a rental or security deposit fee, or both, to any entity or person approved for use of the community space. The fees may be based on either the direct cost to the Housing Authority in providing the community space, or determined on the basis of fair market value. To implement fees, the Executive Director shall adopt policies, including the types of entities, programs and activities which shall be subject to fees, to establish fees imposed by the Housing Authority for use of the community space.

IV. Licenses

Licensee shall obtain all licenses and other approvals required by federal, state or local law, regulations or directives.

V. Compliance

Licensee shall comply with all federal, state and local laws, regulations or directives in the use of the Premises.

CITY OF LONG BEACH
CERTIFICATE OF SELF-INSURANCE



With respect to:

(Agreement Title/Program and subject/location) Intergovernmental Agreement for Supplemental Law Enforcement Services from Feb. 8, 2011 through June 30, 2016, inclusive, and including its Amendments pertaining to Carmelitos Housing Development, 1000 Via Wanda, Long Beach, CA 90805

City of Long Beach
Program Coordinator

Michael Breen, Fiscal Administrator, Police Phone ((562)570-7447
Fax (562) 570-5833

Certificate Holder:

(Name and Location) Community Development Commission, Housing Authority of the County of Los Angeles, Housing Management Division/CSU, 2 Coral Circle, Monterey Park, CA 91755-7425

Contact Person

La Sandra Stallworth, lasandra.stallworth@lacdc.org Phone (323) 890-7132

Type of Coverage: \$3 million commercial general liability equivalent in scope to CG 00 01 10 93 per occurrence and \$3 million in aggregate (with Products/Completed Operations and Personal and Advertising Injury sublimits of \$3,000,000 and not excluding coverage for abuse and molestation defense), \$1 million commercial automobile liability (equivalent in scope to CA 00 01) for all "owned," "hired" and "non-owned" autos, and statutory workers' compensation insurance with employer's liability of \$1 million per employee and per occupational illness and including a waiver of subrogation endorsement with respect to the workers' compensation.

This coverage will terminate upon completion or satisfaction of the requirements of said Agreement or Program or may be terminated sooner pursuant to terms of said Agreement or Program.

If any of the coverages described in this Certificate are changed or withdrawn, the City of Long Beach will mail the Certificate Holder thirty (30) days prior written notice, but failure to mail such notice shall impose no obligation or liability of any kind upon the City of Long Beach, its officials, agents or employees.

This Certificate does not amend, extend or alter the coverage evidenced herein.

Additional Covered Interest: With respect to the commercial general liability and commercial automobile liability coverage afforded herein, the **Housing Authority of the County of Los Angeles, the Community Development Commission of the County of Los Angeles, County of Los Angeles**, and their duly elected or appointed officials, employees, representatives, and agents are included as additional covered interests but only with respect to activities performed by the City and funded by the contract delineated herein, provided that such liability is due to the negligence of the City.

For further information or in the event of a claim, contact:

City of Long Beach
Attn: Risk Management
333 West Ocean Blvd., 10th Floor
Long Beach, CA 90802
(562) 570-6754
(562) 570-5375 (fax)

Certificate no. 2012-079C
This voids and supercedes Cert. No. 2011-056C.

Certified by

Handwritten signature of Michael Alio in black ink.

Michael Alio, M.A., ARM-P
Risk Manager

Date signed: December 15, 2014

Coverage period: Fed. 8, 2011 – June 30, 2016

Or Until the Agreement Expires, whichever is sooner.

Date issued: October 22, 2012