

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona Beach, CA 90802-4664

FACILITY USE PERMIT

P - 00313

Pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on August 2, 2022, the CITY OF LONG BEACH, a municipal corporation ("City"), hereby grants to LYDIA KAMENWA, RDHAP, MPH, a sole proprietor of Lifetime Smiles Dental Hygiene Practice ("Permittee"), whose address is 23533 Carnaby Street, Cerritos, CA 90703, permission to use space in the Multi-Service Center located at 1301 and 1327 West Twelfth Street, Long Beach, CA 90813, 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. Permit Area and Terms of Use.

A. The Permit Area shall be used solely for the purpose of initiating and operating a program to provide dental hygiene care to individuals experiencing homelessness and for no other purpose without the prior written consent of the Director of City's Department of Health and Human Services ("Director"). The Permit period begins on August 1, 2022 and ends July 31, 2023, with the option to renew for an additional one-year period, upon determination by the City that Permittee has fully complied with the terms and conditions of the Facility Use Permit (FUP), and at the discretion of the City Manager. During the Permit period, Permittee shall use the Permit Area only during the hours of 7:30 a.m. and 5:30 p.m., Monday through Friday.

B. Permittee's use of the Multi-Service 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 Multi-Service Center. Permittee shall cooperate with other holders of permits at the Multi-Service Center and shall not

1 transfer title thereto.

2 3. Permittee shall maintain the Permit Area and common areas of the
3 Multi-Service Center in a neat, clean, sanitary condition. Permittee shall not use, keep, or
4 allow any offensive or refuse matter, any substance constituting a fire hazard, or any
5 hazardous material or substance on, in, or about the Permit Area or the Multi-Service
6 Center.

7 4. Permittee shall not install, erect, or make improvements to the Permit
8 Area or to alter the Permit Area without the prior written approval of the Director, which
9 may be withheld for any or no reason. Permittee shall pay the cost of any approved
10 improvements and, if the improvements are of a permanent nature, they shall become the
11 property of the City at the revocation or cancellation of this Permit.

12 5. The City shall maintain and repair the Multi-Service Center and the
13 Permit Area. Notwithstanding the foregoing sentence, if the City fails or refuses to maintain
14 or repair the Multi-Service Center or the Permit Area, then Permittee's sole and exclusive
15 remedy by reason of the condition of the Permit Area or the Multi-Service Center shall be
16 to cancel this Permit and vacate the Permit Area. The City shall not be liable to Permittee
17 for any loss, cost, or expense resulting from Permittee's inability to use the Permit Area.
18 Permittee shall submit a written request for approval to use space at the Multi-Service
19 Center for special events no later than thirty (30) days prior to the event. Further, Permittee
20 shall not hold any special events without the prior written approval of the Director of the
21 City's Department of Health and Human Services, or his designee. Unauthorized use of
22 the Multi-Service Center without prior written approval may result in the cancellation of this
23 Permit.

24 6. The City shall provide and pay for water, gas, and electricity for the
25 Permit Area. In addition, the City shall provide and pay for basic custodial services for the
26 Multi-Service Center, including the Permit Area. The City shall also provide security
27 services to the Multi-Service Center during normal business hours.

28 7. During its use of the Permit Area, Permittee shall comply with all laws,

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, demand,
5 damage, cause of action, loss, liability, cost, or expense within ten (10) days.

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

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

12 16. 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 City
14 and Permittee. The waiver of any breach hereof shall not constitute a waiver of any other
15 or subsequent breach. The failure or delay of the City to insist on strict compliance with
16 the terms, conditions and restrictions of this Permit shall not be deemed a waiver of any
17 right or remedy that City may have. This Permit shall be governed by the laws of the State
18 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 herein.

20 If there is any legal proceeding between the City and Permittee to enforce or interpret this
21 Permit or to protect or establish any rights or remedies hereunder, the prevailing party in
22 that legal proceeding shall be entitled to its costs and expenses, including reasonable
23 attorney's fees and court costs. This Permit is not intended or granted for the purpose of
24 creating any benefit or right for any person or entity other than the City and the Permittee.

25 Revocation or cancellation of this Permit shall not terminate any rights or liabilities of either
26 the City or Permittee which accrued or existed during the time that this Permit was in effect.

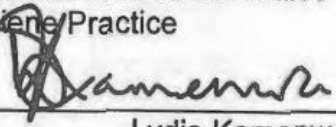
27 17. Permittee shall not erect, allow or cause to be erected on the Permit
28 Area any sign that has not received the prior written approval of the City.

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By signing below, Permittee accepts and agrees to abide by the terms, conditions and restrictions in this Permit.

LYDIA KAMENWA, RDHAP, MPH, a sole proprietor of Lifetime Smiles Dental Hygiene Practice

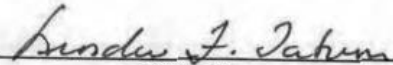
08/29/2022, 2022

By 
Lydia Kamenwa

"Permittee"

CITY OF LONG BEACH, a municipal corporation

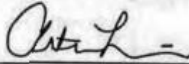
September 14, 2022

By 
City Manager

"City" EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Facility Use Permit is approved as to form on September 8th, 2022.

CHARLES PARKIN, City Attorney

By 
Deputy

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ARTICLE 5 - INDEMNIFICATION

Licensee shall indemnify, defend and hold harmless Owner, its officers, agents, partners and employees, from and against any Claims arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons to the extent that such Claims arise from the negligent or intentional acts or omissions of Licensee, its officers, agents, or employees. This Article shall survive the termination of this License.

ARTICLE 6 - INSURANCE

6.1 Licensee's Insurance. Licensee, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain Insurance as follows:

A. General Liability Insurance Program (contractual liability included) with minimum limits as follows:

1.	Each Occurrence	\$1,000,000
2.	Products/Completed Operations Aggregate	\$2,000,000
3.	Personal and Advertising Injury	\$1,000,000
4.	General Aggregate	\$2,000,000

B. Business Automobile Liability Insurance Program for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million and no/100 dollars (\$1,000,000) per occurrence.

C. Property, Fire and Extended Coverage Insurance Program on a Special Perils basis in an amount sufficient to reimburse (at replacement value) Licensee for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises including improvements hereinafter constructed or installed.

D. Workers' Compensation as required under California State law. Employer's liability insurance with minimum limits of one million dollars (\$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the Licensee's and its insurer's right of subrogation against the City of Long Beach and its officials, employees, and agents.

E. Professional Liability Insurance Program for all medical services performed on the Premises with a limit of not less than one million dollars (\$1,000,000) per claim.

The coverages required under this Section 6.2.A, B, C, and E shall not limit the liability of Licensee.

The coverages referred to under this Section 6.2.A and B. shall include Owner as an additional insured. Licensee, upon the execution of this Agreement, shall furnish Owner with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to Owner of any material modification, change or cancellation of the above insurance coverages.

6.2 Waivers of Subrogation. Licensee and Owner hereby waive any right of recovery against the other as a result of loss or damage to the property of either Licensee or Owner when such loss or damage arises out of an Act of God or any of the property perils insurable under extended coverage, whether or not such peril has been insured, self-insured, or non-insured.