

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

FACILITY USE PERMIT

30815

Pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on June 17, 2008, the CITY OF LONG BEACH, a municipal corporation ("City"), hereby grants to PEOPLE ASSISTING THE HOMELESS (PATH VENTURES), a California non-profit corporation ("Permittee"), whose address is 2346 Cotner Avenue, Los Angeles, California 90064, permission to use space in the Multi-Service Center located at 1301 and 1327 West Twelfth Street, Long Beach, California 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. A. The Permit Area shall be used solely for the purpose of providing supportive services for homeless persons 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 July 1, 2008 and ends June 30, 2013. During the Permit period, Permittee shall use the Permit Area only during the hours of 7:00 a.m. and 7:00 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 interfere with the use of the Multi-Service Center by other holders of permits there.

C. There is no reserved parking at the Multi-Service Center for Permittee's employees, volunteers, or clients. Parking is "first come, first served."

D. Permittee acknowledges and agrees that, by this Permit, Permittee does not acquire any right, title, or interest in the Permit Area or in the Multi-Service

1 Center, including the right to possession and control, but acquires only the mere right to
2 use. Permittee acknowledges and agrees that this Permit shall not be deemed a lease
3 for any purpose.

4 2. The City may revoke this Permit for any reason or no reason by
5 giving fifteen (15) days prior notice to Permittee provided, however, that the City may
6 revoke this Permit without notice and immediately if Permittee fails to comply with the
7 terms, conditions and restrictions in this Permit. Permittee may request cancellation of
8 this Permit by giving fifteen (15) days prior notice to the City.

9 On revocation by the City or cancellation by Permittee following notice,
10 Permittee shall remove its personal property from the Permit Area and Multi-Service
11 Center within seven (7) days and peaceably surrender use of the Permit Area to the City.
12 If Permittee has not removed said personal property in that time, then the City may
13 remove it and dispose of it as provided by law. Permittee shall pay to the City the cost of
14 removal and disposal.

15 If Permittee abandons the Permit Area without giving notice of cancellation
16 to the City, then title to any personal property left in, on or at the Permit Area forty-five
17 (45) days after abandonment shall be deemed to have been transferred to the City. The
18 City shall thereafter have the right to remove and to dispose of said property without
19 liability to Permittee or to any person claiming under Permittee, and shall have no duty to
20 account therefore. Permittee hereby names the Director as Permittee's attorney in fact to
21 execute and deliver such documents or instruments as may be reasonably required to
22 dispose of such property and transfer title thereto.

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

28 4. Permittee shall not install, erect, or make improvements to the Permit

1 Area or to alter the Permit Area without the prior written approval of the Director, which
2 may be withheld for any or no reason. Permittee shall pay the cost of any approved
3 improvements and, if the improvements are of a permanent nature, they shall become
4 the property of the City at the revocation or cancellation of this Permit.

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

17 6. The City shall provide and pay for water, gas, electricity and one
18 telephone line to the Permit Area. In addition, the City shall provide and pay for basic
19 custodial services for the Multi-Service Center, including the Permit Area. The City shall
20 also provide security services to the Multi-Service Center during normal business hours.

21 7. During its use of the Permit Area, Permittee shall comply with all
22 laws, ordinances, rules, and regulations of and obtain all permits required by all federal,
23 state, and local governmental authorities having jurisdiction over the Permit Area and
24 Permittee's activities thereon, including but not limited to rules and policies of the City.

25 8. Because a permit is personal in nature, Permittee shall not assign
26 this Permit or any interest herein nor allow or cause the transfer hereof, whether by law
27 or otherwise. Any attempted assignment or transfer shall be void and confer no rights
28 whatsoever on a purported assignee or transferee.

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

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

12 11. All notices shall be in writing and personally delivered or deposited in
13 the U.S. Postal Service, first class, postage prepaid, addressed to Permittee at the
14 address first shown above and to the City at 2525 Grand Avenue, Long Beach, California
15 90815, Attn: Director, Health and Human Services. Notice of change of address shall be
16 given in the same manner as stated herein for other notices. Notice shall be deemed
17 given on the date personal delivery is made or on the date of deposit in the mail,
18 whichever first occurs.

19 12. This Permit is granted at no fee or charge to Permittee.

20 13. Permittee shall defend, indemnify and hold harmless the City, its
21 commissions, officials, employees and agents (collectively in this Section "City") from and
22 against all claims, demands, damage, causes of action, losses, liability, costs and
23 expenses (including reasonable attorney's fees) which may be asserted against the City
24 and which is connected in any way with this Permit, except for the gross negligence or
25 willful misconduct of the City. Permittee shall give notice to the City of any claim,
26 demand, damage, cause of action, loss, liability, cost, or expense within ten (10) days.

27 14. Subject to applicable laws and regulations, Permittee shall not
28 discriminate on the basis of race, religion, color, ancestry, sex, sexual orientation, AIDS,

1 AIDS related condition, HIV status, age, national origin, handicap or disability in
2 Permittee's use of the Permit Area.

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

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

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

23 18. Notwithstanding any language to the contrary herein, if a court of
24 competent jurisdiction deems this Permit to be a lease, then Permittee hereby waives any
25 right of redemption or relocation payment under any existing or future law in the event of
26 removal from the Permit Area. Permittee agrees that, if the manner or method used by
27 the City in revoking this Permit gives to Permittee a cause of action for damages, that the
28 total amount of damages to which Permittee shall be entitled in any such action is One

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1 Dollar (\$1.00). Permittee agrees that this Section may be filed in any such action and
2 that, when filed, it shall be a stipulation by Permittee fixing the total damages to which
3 Permittee is entitled in such action.

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

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

11
12
13 7/11, 2008

PEOPLE ASSISTING THE HOMELESS
(PATH VENTURES), a California non-
profit corporation

By [Signature]
Julie Downey
Type or Print Name

14
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16 7/11, 2008

By [Signature]
PAUL KRUSE
Type or Print Name

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19
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21 August 6, 2008

"Permittee"
CITY OF LONG BEACH, a municipal
corporation

By [Signature] Assistant City Manager
City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"City"
This Facility Use Permit is approved as to form on July 31, 2008.

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

Exhibit "A"

MSC BUILDING ONE

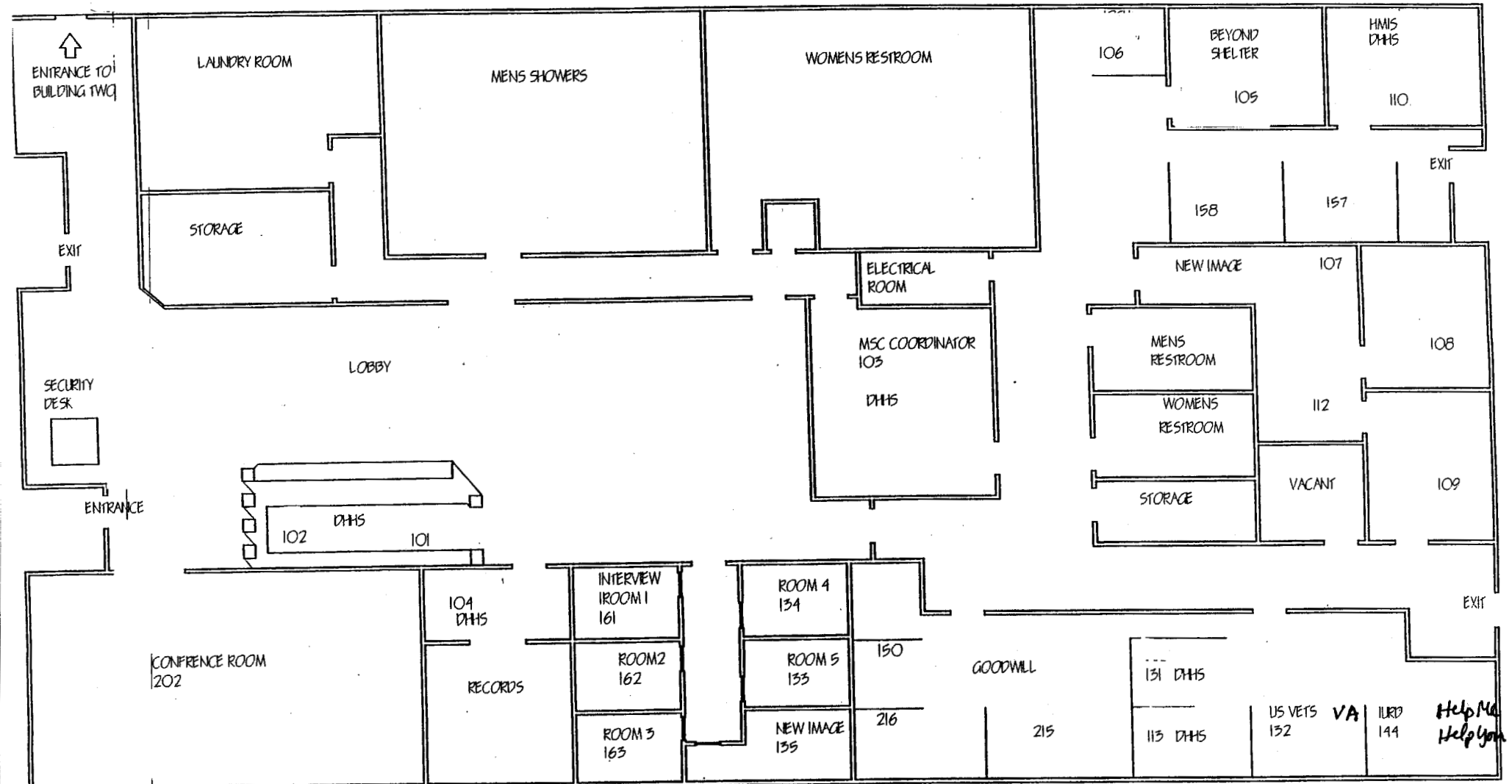
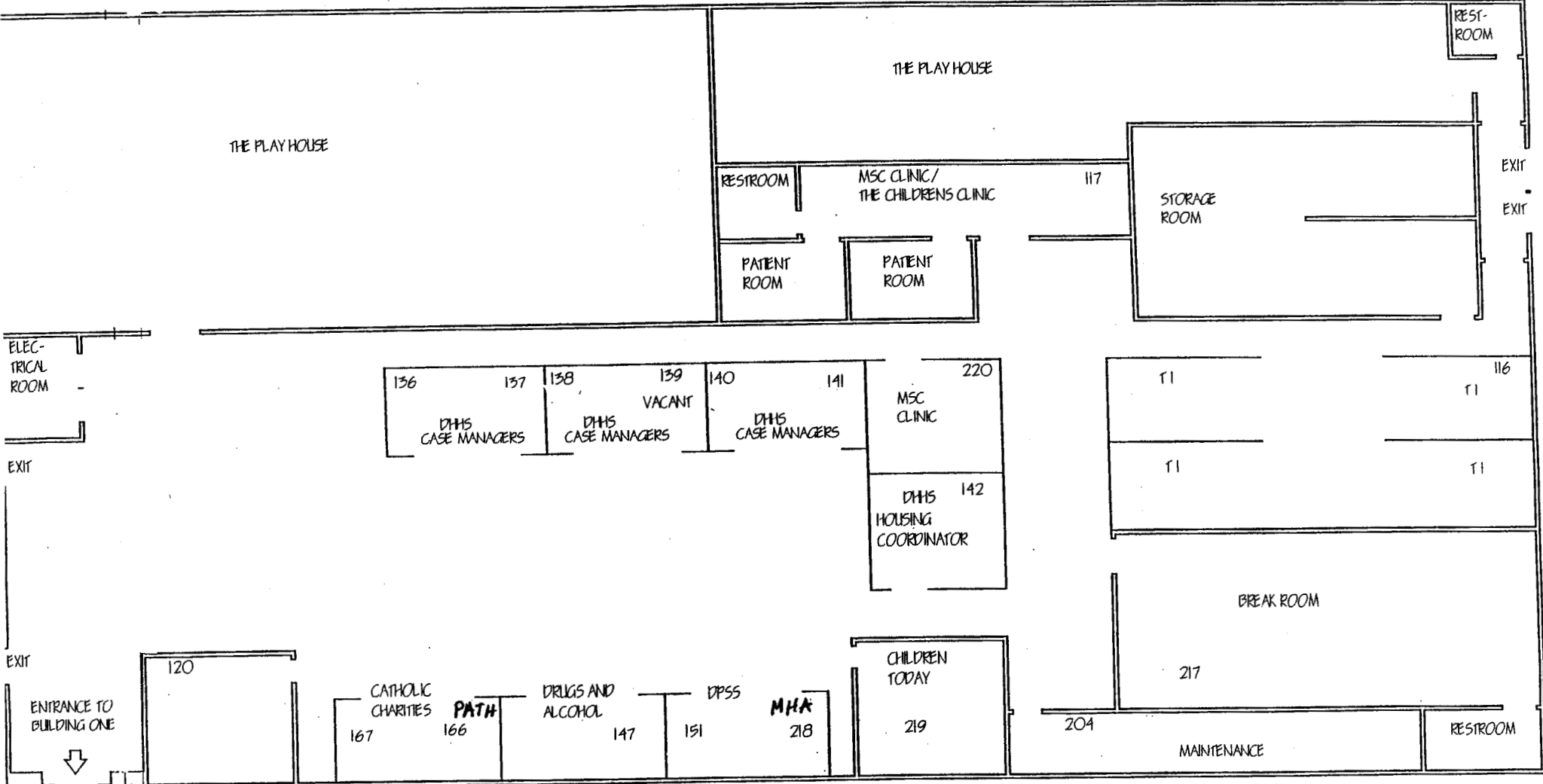


Exhibit "A"

MSC BUILDING TWO





PLEASE GIVE A COPY OF THIS TO YOUR INSURANCE BROKER OR AGENT
INSURANCE REQUIREMENTS FOR FUNDED AGENCIES

Please give a copy of this to your insurance broker or agent when getting quotes or ordering insurance to comply with City contractual requirements. Every organization contracting with the City shall be required to provide the following insurance to meet contractual requirements.

1. **PROFESSIONAL LIABILITY** – Covering the profession or professions funded by your grant or contract in the amount of not less than one million dollars (\$1,000,000) per claim, unless this requirement has been waived in writing by the City Risk Manager or designee. Professional liability must be excepted from the additional insured endorsement whenever your agency has a combined general-professional liability policy.
2. **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.
3. **BLANKET HONESTY BOND** – In an amount of at least fifty percent of the amount of your grant or twenty-five thousand dollars (\$25,000), whichever is lesser.
4. **COMMERCIAL GENERAL LIABILITY (Equivalent in coverage scope to ISO form CG 00 01 11 85 or 10 93)** - In an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate. Such insurance shall not exclude or limit coverage for broad form contractual liability, cross liability protection, independent contractors liability, abuse or molestation, or products and completed operations liability. The City of Long Beach, its officials, agents, and employees shall be added as additional insureds by an endorsement equivalent in coverage scope to ISO CG 20 10 11 85 for contractors or ISO CG 20 26 11 85 for grantees. This additional insured coverage shall contain no limitations on the scope of protection afforded to the City, its officials, employees, and agents. Professional liability must be *excepted* from the additional insured endorsement whenever your agency has a combined general-professional liability policy.
5. **AUTOMOBILE LIABILITY (Equivalent in coverage scope to ISO form CA 00 01 06 92)** - In an amount not less than five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury and property damage covering damage covering Symbol 1 ("Any Auto"). If your organization owns no autos, you must still provide evidence of non-owned auto insurance. This may be available as an addition to your General Liability policy.
6. **NOTICE OF CANCELLATION** - Each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, changed or terminated except after thirty (30) days prior written notice has been given to the City. This must be unqualified and *may not include* the usual qualifying language ("Endeavor to" and "but failure to...representatives.").
7. **DEDUCTIBLES AND SELF-INSURED RETENTIONS** - All deductibles or self insured retentions shall be reported to and approved by the City's Risk Manager or designee.
8. **ACCEPTABLE INSURANCE CARRIERS** - Insurance coverage shall be placed with carriers admitted to write insurance in California, or carriers with a rating of or equivalent to a minimum of A:VIII by A.M. Best Company. Any deviation from this rule shall require specific approval in writing from the City's Risk Manager or designee.
9. **INDEMNIFICATION** – *To the greatest extent allowed by law*, each organization shall defend, indemnify, and hold harmless the City, its officials, employees and volunteers against any claims for damages, liability, loss, cost or expense resulting from its actions in performing services under its contract or grant.
10. **NO LIMITATIONS ON LIABILITY** - City makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover contractor's or grantee's liability or obligations under the contract or grant. Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the City's Risk Manager or designee.

~~No funds will be advanced, reimbursed, or dispersed until all insurance requirements have been met and certificates of insurance with original endorsements affecting coverage as required have been approved as to sufficiency and form by the City.~~

PLEASE CALL (562) 570-4001 IF YOU HAVE ANY QUESTIONS