

FACILITY USE PERMIT

P-00255

Pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on October 19, 2021, the CITY OF LONG BEACH, a municipal corporation ("City") hereby grants to CENTRO CHA, INC., a California non-profit corporation, ("Permittee"), whose address is 1633 Long Beach Boulevard 90813, permission to use space at the Long Beach Senior Center, 1150 East 4th Street, Suite 104A, B, C, D, and E, Long Beach, California 90802, 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 will consist of Suite 104A, B, C, D, and E at the Long Beach Senior Center. The Permit Area shall be used solely for the purpose of providing immigration legal services, adult English as a Second Language (ESL) classes, safe communities reentry services, and workforce and small business development services. Permittee will also host health and wellness workshops as well as cultural and performing arts programming, for no other purpose without the prior written consent of the Director of Parks, Recreation and Marine ("Director").

B. The Permit period shall be October 1, 2021 through September 30, 2023, with the option to renew for one (1) one-year period at the discretion of the City Manager.

C. Permittee's operations are limited to the Permit Area's operating hours. The Long Beach Senior Center is open from 8:00 a.m. to 4:30 p.m., Monday through Friday, and Saturdays 10:00 a.m. to 4:00 p.m. unless otherwise agreed upon.

D. Permittee's use of the Long Beach Senior Center, Suite 104A, B, C, D and E, 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 Long Beach Senior Center.

1 Permittee shall cooperate with other holders of permits at the Long Beach Senior Center
2 and shall not interfere with the use of the Long Beach Senior Center by other holders of
3 permits there. Should Permittee desire to hold an event past normal operating hours,
4 depending on the scope of the event, Permittee must request a permit through the
5 Department's reservation system, or the City's Special Events and Filming Office.
6 Permittee is responsible for all applicable fees, including staff time.

7 E. Permittee is to provide bi-annual reports to the Department no later
8 than July 31st and January 31st, covering accomplishments and public benefit for that six-
9 month period.

10 F. All funding necessary for Permittee's programming and operations
11 must be provided by Permittee. The Department will not provide funding, supplies, or staff
12 support, other than review of proposed work and liaison for communication purposes,
13 unless approved in advance and in writing by the Director.

14 G. Where possible, the Department will assist Permittee with promoting
15 and marketing activities and events. The Department and Permittee will not use the other
16 party's name, marks, or logos in any advertising, promotional material, press release,
17 publication, public announcements, or through other media, whether written or oral, without
18 the prior written consent of the other party.

19 H. Prior to submitting any grant application, Permittee will send a written
20 notification of the grant opportunity to the Director at least two weeks prior to the grant
21 application deadline to seek written permission to apply for funding. The Department will
22 review the request, the grant criteria, and consider other Department programming and
23 facilities seeking funding. The City reserves the right to deny the request if the grant
24 performance measures are not financially or operationally feasible or unreasonably
25 burdensome for any other reason or violates City policies of obligation to fulfill grant
26 requirements without City Council approval.

27 I. The City will provide six parking passes for access to the Long Beach
28 Senior Center parking lot.

1 J. Permittee acknowledges and agrees that, by this Permit, Permittee
2 does not acquire any right, title, or interest in the Permit Area or in the Long Beach Senior
3 Center, including the right to possession and control, but acquires only the mere right to
4 use. Permittee acknowledges and agrees that this Permit shall not be deemed a lease for
5 any purpose.

6 2. The City may revoke this Permit for any reason or no reason by giving
7 sixty (60) days prior notice to Permittee provided, however, that the City may revoke this
8 Permit without notice and immediately if Permittee fails to comply with the terms, conditions
9 and restrictions in this Permit. Permittee may request cancellation of this Permit by giving
10 sixty (60) days prior notice to the City.

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

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

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

1 Senior Center.

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

7 5. The City shall maintain and repair the Long Beach Senior Center and
8 the Permit Area. Notwithstanding the foregoing sentence, if the City fails or refuses to
9 maintain or repair the Long Beach Senior Center or the Permit Area, then Permittee's sole
10 and exclusive remedy by reason of the condition of the Permit Area or the Long Beach
11 Senior Center shall be to cancel this Permit and vacate the Permit Area. The City shall not
12 be liable to Permittee for any loss, cost, or expense resulting from Permittee's inability to
13 use the Permit Area.

14 6. The City shall provide and pay for water, gas and electricity to the
15 Permit Area. Permittee will provide custodial services and agrees to keep the premises in
16 a good state of repair at all times satisfactory to the Director and in conformity with all
17 applicable laws and ordinances. The Permittee will provide their own printer, office
18 furniture, office supplies, WiFi, and phone/Internet services. The Department is not
19 obligated to make any repairs, alterations, additions, or improvement in, to, on, or adjoining
20 the contracted area.

21 7. During its use of the Permit Area, Permittee shall comply with all laws,
22 ordinances, rules, and regulations of and obtain all permits required by all federal, state,
23 and local governmental authorities having jurisdiction over the Permit Area and Permittee's
24 activities thereon.

25 8. Pursuant to Department policies regarding adult activity with children
26 on City property, Permittee must ensure all employees, members, teachers, and volunteers
27 are fingerprinted through Live Scan as a part of the background check process prior to
28 teaching and/or interacting with children.

1 9. Because a Permit is personal in nature, Permittee shall not assign this
2 Permit or any interest herein nor allow or cause the transfer hereof, whether by law or
3 otherwise. Any attempted assignment or transfer shall be void and confer no rights
4 whatsoever on a purported assignee or transferee.

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

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

16 12. All notices shall be in writing and personally delivered or deposited in
17 the U.S. Postal Service, first class, postage prepaid, addressed to Permittee at the address
18 first shown above and to the City at 2760 Studebaker Road, Long Beach, California 90815
19 Attn: Director, Department of Parks, Recreation and Marine. Notice of change of address
20 shall be given in the same manner as stated herein for other notices. Notice shall be
21 deemed given on the date personal delivery is made or on the date of deposit in the mail,
22 whichever first occurs.

23 13. The monthly rent for the permitted area is calculated at One Thousand
24 Four Hundred Sixty-Six Dollars and Fifty Cents (\$1,466.50). This Permit is granted at no
25 fee or charge to Permittee as the Permittee is providing an ongoing public benefit through
26 its operations. Should operations no longer provide a public benefit, Permittee must remit
27 annual rent payments to the City.

28 14. Permittee shall defend, indemnify and hold harmless the City, its

1 commissions, officials, employees and agents (collectively in this Section "City") from and
2 against all claims, demands, damage, causes of action, losses, liability, costs and
3 expenses (including reasonable attorney's fees) which may be asserted against the City
4 and which is connected in any way with this Permit, except for the gross negligence or
5 willful misconduct of the City. Permittee shall give notice to the City of any claim, demand,
6 damage, cause of action, loss, liability, cost, or expense within ten (10) days.

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

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

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

28 18. Permittee shall not erect, allow or cause to be erected on the Permit

1 Area any sign that has not received the prior written approval by the Director.

2 19. Notwithstanding any language to the contrary herein, if a court of
3 competent jurisdiction deems this Permit to be a lease, then Permittee hereby waives any
4 right of redemption or relocation payment under any existing or future law in the event of
5 removal from the Permit Area. Permittee agrees that, if the manner or method used by the
6 City in revoking this Permit gives to Permittee a cause of action for damages, that the total
7 amount of damages to which Permittee shall be entitled in any such action is One Dollar.
8 Permittee agrees that this Section may be filed in any such action and that, when filed, it
9 shall be a stipulation by Permittee fixing the total damages to which Permittee is entitled in
10 such action.

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

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

November 1st

, 2021

CENTRO CHA, INC., a California non-profit corporation

By

Jessica Quintana

Type or Print Name

By

Type or Print Name

"Permittee"

CITY OF LONG BEACH, a municipal corporation

By

City Manager

"City"

This Facility Use Permit is approved as to form on November 09, 2021.

CHARLES PARKIN, City Attorney

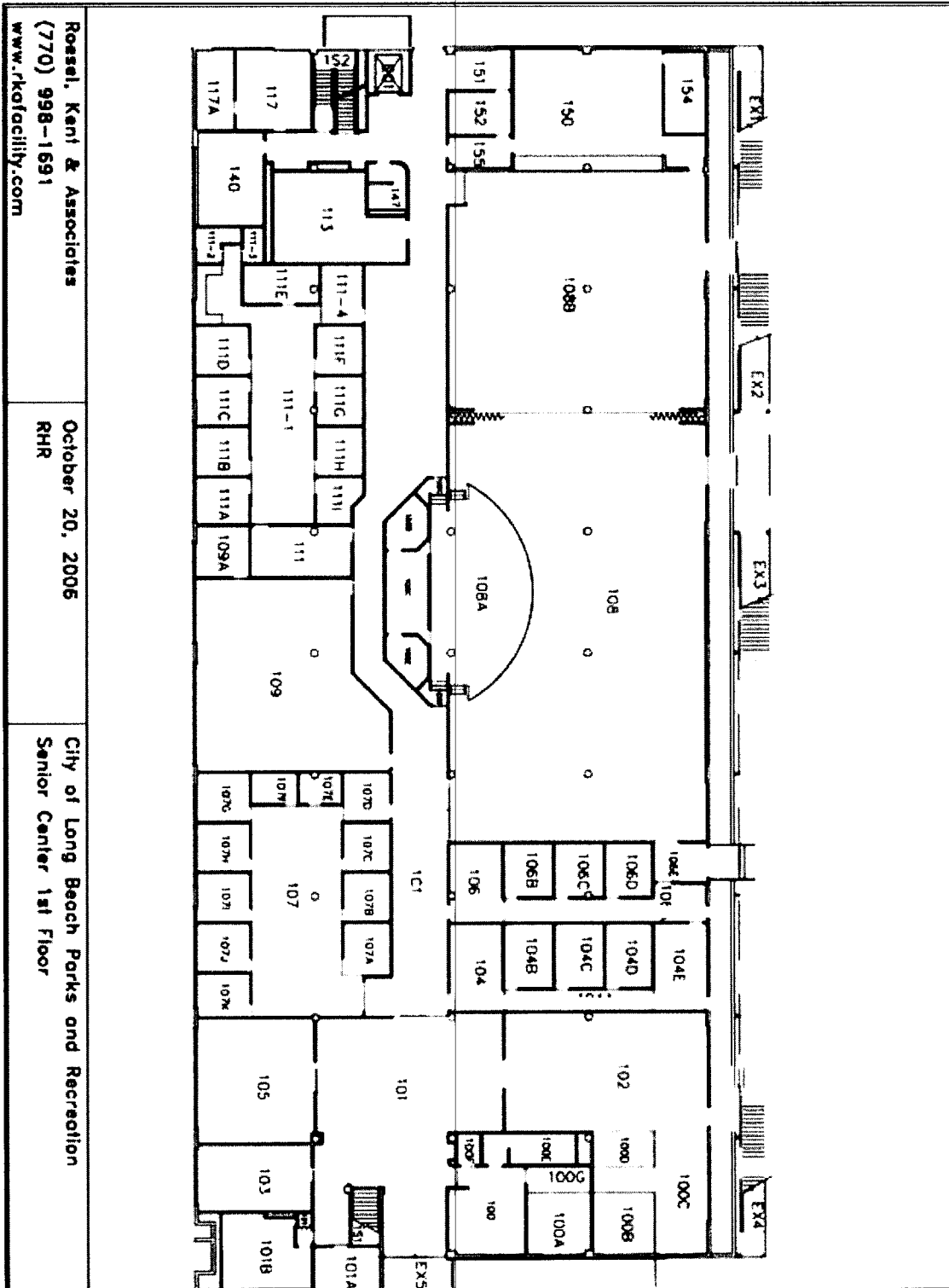
By

Anita Lakhani, Deputy City Attorney

EXHIBIT “A”

ATTACHMENT

SITE PLAN - FIRST FLOOR
LONG BEACH SENIOR CENTER



Rossell, Kent & Associates
(770) 998-1691
www.rkafacility.com

October 20, 2006
RHR

City of Long Beach Parks and Recreation
Senior Center 1st Floor

EXHIBIT “B”

INSURANCE. As a condition precedent to the effectiveness of this Permit, Permittee shall procure and maintain at Permittee's expense for the duration of this Permit from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- (a) Commercial general liability insurance equivalent in coverage scope to ISO form CG 00 01 10 93 in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. Such coverage shall include but is not limited to broad form contractual liability coverage, cross liability protection, products and completed operations, and, only if applicable, garagekeepers legal liability. *The City of Long Beach, its officials, employees, and agents* shall be added as additional insureds by endorsement equivalent in coverage scope to ISO form CG 20 26 11 85 and such endorsement shall protect the City, its officials, employees, and agents from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Permittee or from maintenance, modification, or use of the Permit Area and its common areas. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents, and Permittee agrees to obtain and furnish evidence to City of the waiver of Permittee's liability insurance carrier of any right of subrogation against the City.
- (b) Only If applicable, workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the *City of Long Beach, and its officials, employees, and agents*.
- (c) Special perils ("All Risk") property insurance in an amount sufficient to cover the full replacement value of Permittee's personal property and equipment on the Permitted Premises. With respect to damage to property, Permittee and its insurer waive all rights of subrogation.

Any self-insurance program or self-insurance retention must be approved separately in writing by LBWD and shall protect the **City of Long Beach, and its officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

Any contractors which Permittee may use in the performance of this Permit shall be required to indemnify the City to the same extent as the Permittee and to maintain insurance in compliance with the provisions of this section.

Permittee shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Permittee's liability relating to performance under this Permit. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Permit.