

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

FACILITY USE PERMIT

**35137**

Pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on August 14, 2018, the CITY OF LONG BEACH, a municipal corporation ("City"), hereby grants to THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, UNIVERSITY OF CALIFORNIA SAN FRANCISCO, a California non-profit corporation ("Permittee"), whose address is 3333 California Street, LH 325-Box 1338, San Francisco, California 94143, permission to use space in the Miller Family Health Education Center located at 3820 Cherry Avenue, Long Beach, California 90807, 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 human and social services and for no other purpose without the prior written consent of the Director of City's Department of Health and Human Services ("Director"). During the Permit period of September 4, 2018 through October 1, 2023, Permittee shall use the Permit Area only during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise agreed upon. At the end of the initial Permit period, the Permit may be extended annually upon a determination by the City that Permittee has fully complied with the terms and conditions of this Permit and is otherwise in good standing with the City. The City shall notify Permittee within thirty (30) days of the end of the Permit period, and any subsequent extension thereof, if the Permit will be extended.

B. Permittee's use of the Miller Family Health Education 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 Miller Family Health Education Center. Permittee shall cooperate with other holders of permits at the Miller Family Health

1 Education Center and shall not interfere with the use of the Miller Family Health Education  
2 Center by other holders of permits there.

3 C. There is no reserved parking at the Miller Family Health Education  
4 Center for Permittee's employees, volunteers, or clients. Parking is "first come, first  
5 served."

6 D. Permittee acknowledges and agrees that, by this Permit, Permittee  
7 does not acquire any right, title, or interest in the Permit Area or in the Miller Family Health  
8 Education Center, including the right to possession and control, but acquires only the mere  
9 right to use. Permittee acknowledges and agrees that this Permit shall not be deemed a  
10 lease for any purpose.

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

16 On revocation by the City or cancellation by Permittee following notice,  
17 Permittee shall remove its personal property from the Permit Area and Miller Family Health  
18 Education Center within seven (7) days and peaceably surrender use of the Permit Area  
19 to the City. If Permittee has not removed said personal property in that time, then the City  
20 may remove it and dispose of it as provided by law. Permittee shall pay to the City the cost  
21 of removal and disposal.

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

1 such property and transfer title thereto.

2           3.     Permittee shall maintain the Permit Area and common areas of the  
3 Miller Family Health Education Center in a neat, clean, sanitary condition. Permittee shall  
4 not use, keep, or allow any offensive or refuse matter, any substance constituting a fire  
5 hazard, or any hazardous material or substance on, in, or about the Permit Area or the  
6 Miller Family Health Education 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 Miller Family Health Education  
13 Center and the Permit Area. Notwithstanding the foregoing sentence, if the City fails or  
14 refuses to maintain or repair the Miller Family Health Education Center or the Permit Area,  
15 then Permittee's sole and exclusive remedy by reason of the condition of the Permit Area  
16 or the Miller Family Health Education Center shall be to cancel this Permit and vacate the  
17 Permit Area. The City shall not be liable to Permittee for any loss, cost, or expense  
18 resulting from Permittee's inability to use the Permit Area.

19           6.     The City shall provide and pay for water, gas, electricity and one  
20 telephone line to the Permit Area. In addition, the City shall provide and pay for custodial  
21 services for the Miller Family Health Education Center, including the Permit Area.

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

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

1 whatsoever on a purported assignee or transferee.

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

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

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

19           12. This Permit is granted at a fee of Eight Hundred Dollars (\$800) per  
20 month.

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

28           14. Subject to applicable laws and regulations, Permittee shall not

1 discriminate on the basis of race, religion, color, ancestry, sex, sexual orientation, gender  
2 identity, AIDS, AIDS related condition, HIV status, age, national origin, handicap or  
3 disability in Permittee's use of the Permit Area.

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

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

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

4 19. The City shall not be liable for and Permittee hereby waives all claims  
5 against the City, its officials and employees for loss or damage to Permittee's personal  
6 property, or for injury to or death of persons due to theft, fire, flood, burglary, vandalism, or  
7 other insurable cause, which occurs in, on or at the Permit Area except to the extent caused  
8 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 THE REGENTS OF THE UNIVERSITY OF  
12 CALIFORNIA, UNIVERSITY OF  
13 CALIFORNIA SAN FRANCISCO, a  
California non-profit corporation

14 11/15/2018, 2018

By   
Name Bruce Lanyon  
Title Interim Assistant Vice Chancellor

15 \_\_\_\_\_, 2018

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

16  
17 **Tom Modica**  
**Assistant City Manager**

"Permittee"

18 **EXECUTED PURSUANT**  
19 **TO SECTION 301 OF**  
20 **THE CITY CHARTER**

CITY OF LONG BEACH, a municipal  
corporation

21 Dec. 17, 2018

By   
City Manager

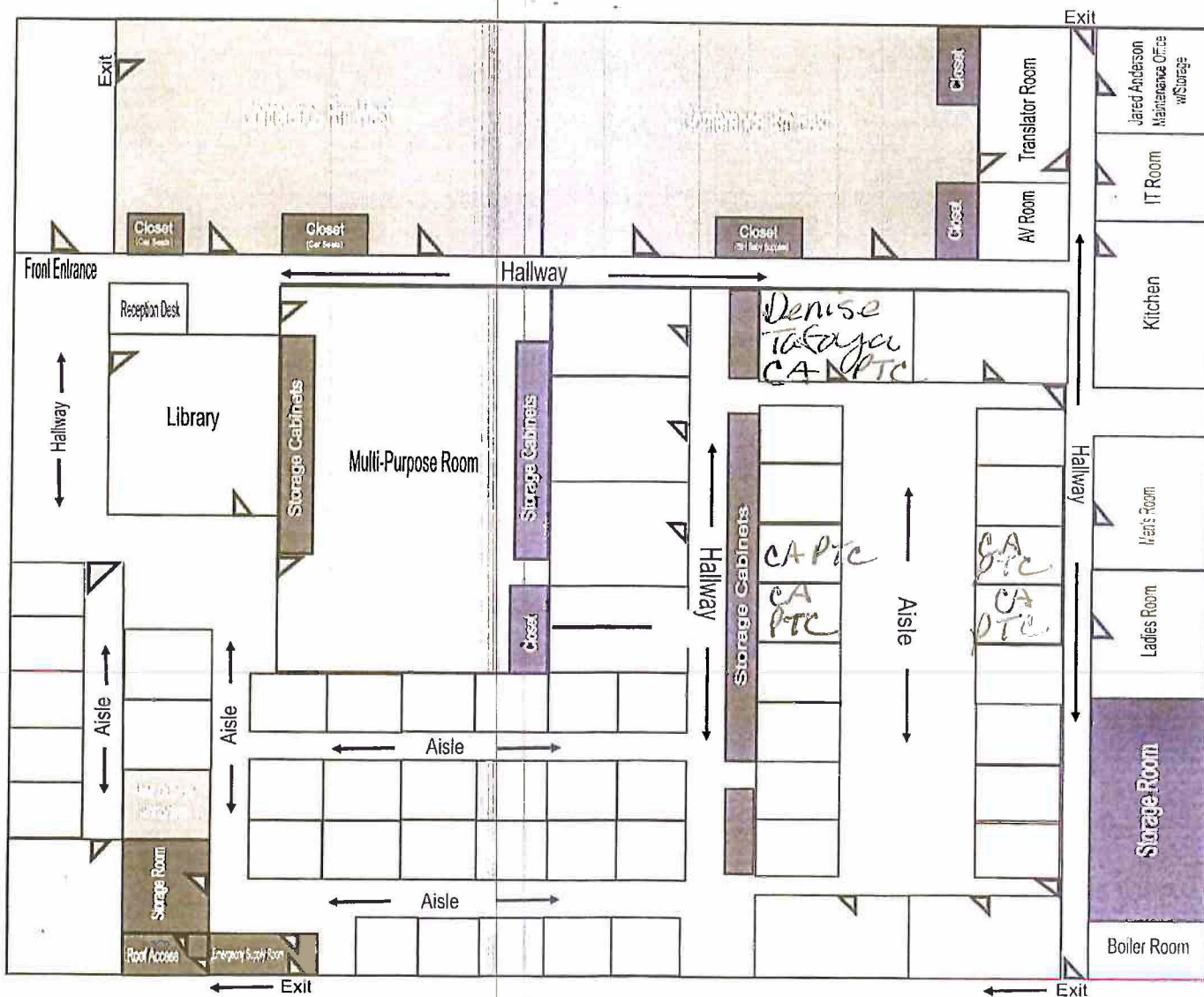
"City"

22  
23  
24 This Facility Use Permit is approved as to form on 12/12, 2018.

25  
26 CHARLES PARKIN, City Attorney

27 By   
Deputy

# Exhibit A





University of California  
San Francisco

**Office of the  
Senior Vice Chancellor**

UCSF Box 3210  
550 16th Street, 7th Fl., Rm. 7107  
San Francisco, CA 94143  
tel: 415.476.4148

**Paul E. Jenny**  
Senior Vice Chancellor  
Finance and Administration  
Paul.Jenny@ucsf.edu  
www.ucsf.edu

October 29, 2018

VICE CHANCELLOR/CHIEF FINANCIAL OFFICER ~~TERESA COSTANTINIDIS~~  
SENIOR ASSOCIATE VICE CHANCELLOR/VICE PRESIDENT REAL ESTATE  
~~BRIAN NEWMAN~~  
ASSOCIATE VICE CHANCELLOR ~~CLARE SHINNERT~~  
ASSOCIATE VICE CHANCELLOR ~~S~~  
VICE PRESIDENT ~~J~~  
INTERIM ASSISTANT VICE CHANCELLOR BRUCE LANYON

**Interim Re-Delegation of Authority - Capital Project Matters**

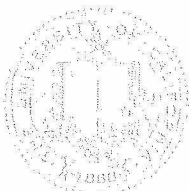
Dear Colleagues:

Regents Policy 8103 on Capital Project Matters (Policy) provides certain authorities to the President of the University concerning: capital planning and capital budget requests; State budget requests for capital; the Capital Financial Plan; sales, purchases, leases, and licenses of real estate and real property interests acquired or used for University-related purposes; Physical Design Frameworks; project design; and Long-Range Development Plans (collectively, Capital Project Matters). For this Policy, University-related purposes means real estate and real property interests acquired for or used by the University for teaching, research, or public service. It specifically excludes real estate and real property interests held for investment purposes and managed by the Chief Investment Officer. As provided by the California Environmental Quality Act, the certification or adoption of environmental documents is undertaken at the level of the associated project approval.

All significant Capital Project Matters are reserved to the Committee and Board under Bylaw 22.2 (d); however, in the interest of operational efficiency of the University, the authority to approve or act on certain Capital Project Matters is deemed best exercised by the President and designees rather than the Board or its Committees. Also, under Bylaw 30, the President is authorized to administer the day-to-day central and/or system-wide functions of the University, of which certain activities are related to Capital Project Matters. The attached *Delegations of President's Authority for Capital Project Matters* indicates the authorities under the Policy and Bylaw 30 you are delegated in your respective areas of responsibility.

This delegation supersedes the following:

- |        |        |        |        |        |
|--------|--------|--------|--------|--------|
| DA2614 | DA2604 | DA2598 | DA2564 | DA1039 |
| DA2613 | DA2603 | DA2597 | DA2233 | DA0606 |
| DA2605 | DA2599 | DA2596 | DA2135 |        |






Several  
October 29, 2018  
Page two

The adoption of the Policy rescinded Regents Policies 5503, 8101, 8102, and sections of Standing Order 100.4 that existing delegations of authority concerning Capital Project Matters relied upon. **This delegation is being issued on an interim basis in order to avoid a disruption in University operations. The authorities delegated to you herein will become permanent following the appropriate review and comment period to be administered by the Office of the President.**

Chancellor Hawgood re-delegated to Senior Vice Chancellor Paul Jenny, Finance and Administration, and President/Chief Executive Officer Mark Laret certain authorities concerning capital project matters, as delineated in the attached table. I re-delegate this authority to the addressees of this letter in their respective functional roles and jurisdictions as responsible officers of the UCSF enterprise. **Please note the attached table also delineates specific transaction types further delegated to each specific functional incumbent identified in columns F and G. Delegated Authorities are granted only as functional positions are listed in these columns.**



Paul E. Jenny  
Senior Vice Chancellor  
Finance and Administration

DocuSigned by:  


A2CC338A532248D  
Mark R. Laret  
President and Chief Executive Officer  
UCSF Health

Attachment

cc:Chancellor Hawgood

<p>9. DA2603 DA2613</p>	<p>Licenses</p>	<p>Approve and execute licenses pertaining to capital project matters</p>	<p>Approve and execute commitments for licenses, subject to the requirements contained in Volume 2, Chapter 7 of the Facilities Manual, that have:</p> <ul style="list-style-type: none"> <li>(i) a term</li> <li>(a) not to exceed 10 years, excluding options when UC is Licensee but including options when UC is Licenser, or</li> <li>(b) revocable by UC for convenience on notice not to exceed 180 days; and</li> <li>(ii) an initial base annual consideration not to exceed \$1 million, provided that all commitments with an initial base annual consideration in excess of \$500,000 shall be memorialized by either: <ul style="list-style-type: none"> <li>(a) a UC Standard Form License without material modification, or</li> <li>(b) an instrument approved by Real Estate Services &amp; Strategies and the Office of General Counsel.</li> </ul> </li> </ul> <p>Approve and execute ancillary documents, amendments, or other modifications limited by the authority granted herein</p> <p><b>May be further delegated, with a copy to UCOP Capital Asset Strategies</b></p>	<p>Re-Delegation to:</p> <p>Senior Associate Vice Chancellor/Vice President Brian Newman</p> <p><b>Authority</b></p> <p>Approve and execute commitments for licenses, subject to the requirements contained in Volume 2, Chapter 7 of the Facilities Manual, that have:</p> <ul style="list-style-type: none"> <li>(i) a term</li> <li>(a) not to exceed 10 years, excluding options when UC is Licensee but including options when UC is Licenser, or</li> <li>(b) revocable by UC for convenience on notice not to exceed 180 days; and</li> <li>(ii) an initial base annual consideration not to exceed \$1 million, provided that all commitments with an initial base annual consideration in excess of \$500,000 shall be memorialized by either: <ul style="list-style-type: none"> <li>(a) a UC Standard Form License without material modification, or</li> <li>(b) an instrument approved by Real Estate Services &amp; Strategies and the Office of General Counsel.</li> </ul> </li> </ul> <p>Approve and execute ancillary documents, amendments, or other modifications limited by the authority granted herein</p> <p><b>May be further delegated, with a copy to UCOP Capital Asset Strategies</b></p>	<p>Further Re-Delegate to:</p> <p>Interim Assistant Vice Chancellor Bruce Lanyon</p> <p><b>Authority</b></p> <p>Approve and execute commitments for licenses, subject to the requirements contained in Volume 2, Chapter 7 of the Facilities Manual, that have:</p> <ul style="list-style-type: none"> <li>(i) a term</li> <li>(a) not to exceed 10 years, excluding options when UC is Licensee but including options when UC is Licenser, or</li> <li>(b) revocable by UC for convenience on notice not to exceed 180 days; and</li> <li>(ii) an initial base annual consideration not to exceed \$1 million, provided that all commitments with an initial base annual consideration in excess of \$500,000 shall be memorialized by either: <ul style="list-style-type: none"> <li>(a) a UC Standard Form License without material modification, or</li> <li>(b) an instrument approved by Real Estate Services &amp; Strategies and the Office of General Counsel.</li> </ul> </li> </ul> <p>Approve and execute ancillary documents, amendments, or other modifications limited by the authority granted herein</p> <p><b>May be not further delegated.</b></p>
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