

FACILITY USE AGREEMENT

THE REGENTS AS LICENSEE

35923

THIS AGREEMENT dated April 1, 2021 ("Effective Date") is by and between CITY OF LONG BEACH DEPARTMENT OF HEALTH AND HUMAN SERVICES ("Owner") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California public corporation ("University").

WHEREAS, Owner is the owner of certain real property described as follows:

1301 W. 12th Street
Long Beach, CA

and

WHEREAS, University seeks to enter and use the following described portion of Owner's real property, 1301 W 12th Street, Long Beach, CA ("Premises") for parking a mobile health clinic

NOW, THEREFORE, Owner and University hereby agree as follows:

ARTICLE 1 - GRANT OF LICENSE

1.1 Grant. Owner hereby grants to University and to its agents, employees, guests and invitees an exclusive, revocable license to enter and use the Premises for the purposes, and at the times, set forth in Article 3, below.

1.2 Condition of Premises. Owner is not aware of any condition in, on, or about the Premises which constitutes a hazard to the safety of any occupant or which violates any governmental law or ordinance intended to protect human safety, except NONE. Other than as set forth above, University accepts the Premises "as is".

ARTICLE 2 - TERM

This Agreement authorizes the City Manager, or designee, to execute a Facility Use Permit (FUP) with the Regents of the University of California "University", for use of the Multi Service Center, for a one-year period, April 19, 2021 through April 18, 2022, ("Term") with the option to renew for one (1) additional year term, after the end of the initial term, at the discretion of the City Manager, or designee and mutual agreement by University. Either party may terminate this Agreement at any time by giving ninety (90) days' written notice to the other.

ARTICLE 3 - USE OF PREMISES

3.1 University Uses. The University shall use the Premises as follows:

Dispensing medical care from a mobile clinic

3.2 Time of Use. The University's use of the Premises shall be at the following times and days of the week or at such other days and times as agreed upon by both parties in writing:

8:00 AM to 2:00 PM Monday through Thursday

ARTICLE 4 - CONSIDERATION

As total consideration for its use of the Premises, University shall pay to Owner:

NONE

ARTICLE 5 - INDEMNIFICATION

5.1 Owner's Obligation. Owner shall indemnify, defend, and hold harmless University, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "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 but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of Owner, its officers, agents, partners or employees.

5.2 University's Obligation. University 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 but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of University, its officers, agents, or employees.

ARTICLE 6 - INSURANCE

6.1 University's Insurance. University, 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 Self-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 Self-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 Self-Insurance Program in an amount sufficient to reimburse University 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.

E. Professional Liability Self-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 University.

The coverages referred to under this Section 6.2.A and B. shall include Owner as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of University, its officers, employees, and agents. University, 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 Waiver of Subrogation. University and Owner hereby waive any right of recovery against the other as a result of loss or damage to the property of either University 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.

IN WITNESS WHEREOF, the parties have executed this Facility Use Agreement as of the date first written above.

OWNER:

UNIVERSITY:

**CITY OF LONG BEACH DEPARTMENT OF
HEALTH AND HUMAN SERVICES**

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA**

BY:

Lucinda F. Jabron for
Thomas B. Modica

BY:

[Signature]
Matt Ceragioli

ITS:

City Manager

ITS:

Associate Director, UCLA Real Estate

DATE:

June 1, 2021

DATE:

5/27/2021

APPROVED AS TO FORM

May 26, 2021

CHARLES PARKIN, City Attorney

FUA: Long Beach Homeless

By

[Signature]
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

EXHIBIT A

