

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is made this 9th day of December, 2025, by and between the CITY OF FRESNO, a California municipal corporation, ("LICENSOR"), and the COUNTY OF FRESNO, a political subdivision of the State of California, located at 333 W. Pontiac Way, Clovis, CA 93612 ("LICENSEE"). LICENSOR and LICENSEE may be referred to in this License individually as a "Party" or collectively at times as the "Parties".

WHEREAS, LICENSOR leases the property located at 4719 E. Robinson Ave, Fresno, CA 93726 (the "Premises"); and

WHEREAS, LICENSOR is willing and able to provide horse boarding services; and

WHEREAS, the LICENSEE utilizes horses in the performance of Fresno County Sheriff Department's law enforcement duties, and needs horse boarding services; and

WHEREAS, the LICENSEE has inspected the Premises, and is satisfied that it is satisfactory in all respects for the purposes stated in this Agreement; and

WHEREAS, the LICENSEE desires to use the Premises to board no more than four (4) horses at the Premises at any one time, and the LICENSOR is willing to allow LICENSEE to use the Premises for the purpose of boarding LICENSEE's horses, and provide certain services, all in accordance with the terms and conditions contained herein.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. LICENSED PREMISES – LICENSOR leases the Premises, which is real property at 4719 E. Robinson Ave, Fresno, CA 93726, which includes horse stalls and a tack storage area.
2. GRANT OF LICENSE – LICENSOR grants to LICENSEE a LICENSE to board four (4) geldings, which are horses (hereinafter referred to as "horses") owned by LICENSEE, at the Premises, as described in section 4 below. In exchange, the LICENSEE shall pay LICENSOR a license fee (hereinafter referred to as "License Fee" or "rent"), as described in Section 5 below.
3. TERM – The term of this License shall be for five years, effective on

1
2 October 1, 2025 ("Effective Date"), through and including September 30, 2030 (the
3 "Termination Date"). In no event shall this License extend beyond the Termination Date.

- 4 4. USE – This License allows the LICENSEE to use the Premises for boarding
5 four (4) horses, and storing no more than two (2) horse trailers and two (2)
6 vehicles owned by the LICENSEE. LICENSOR will provide daily cleaning of
7 horse stalls, daily feeding of a minimum of two (2) flakes of alfalfa or grass hay
8 per horse, and up to four (4) flakes of alfalfa or grass hay per horse, daily
9 access to clean, fresh water, and other horse care as needed and identified by
10 LICENSOR's staff. LICENSEE shall strictly comply with all applicable laws,
11 ordinances and regulations in connection with such use.

12 LICENSOR covenants that the Premises are suitable for the intended use. LICENSOR
13 covenants that the Premises are in compliance with all applicable laws, ordinances,
14 and regulations including but not limited to safety regulations, health and building
15 codes, and that the Premises shall remain in such compliance throughout the Term of
16 this License.

- 17 5. LICENSE FEE – LICENSEE shall pay to LICENSOR without offset, demand, or
18 prior notice, a license fee for its use of the Premises (the "License Fee") on or
19 before the first day of each month in the sum of \$450 per horse. If horse(s)
20 require grain or corn for feed, LICENSEE shall pay to LICENSOR an additional
21 \$100 per bag. License Fees for any partial months shall be prorated. In no
22 event shall the total License Fees payable under this License exceed \$100,000
23 over the entire potential five-year term of this License.

- 24 6. COMPLIANCE WITH ALL LAWS – LICENSOR and LICENSEE shall comply
25 with all applicable laws, rules and regulations, if any, of governmental
26 authorities having jurisdiction over matters the subject thereof.

- 27 7. INDEPENDENT CONTRACTOR – In performance of the work, duties and
28

obligations assumed by LICENSOR under this License, it is mutually understood and agreed that LICENSOR, including any and all of the LICENSOR'S officers, agents, and employees, will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of LICENSEE. Furthermore, LICENSEE shall have no right to control or supervise or direct the manner or method by which LICENSOR shall perform its work and function.

Because of its status as an independent contractor, LICENSOR shall have absolutely no right to employment rights and benefits available to the employees of LICENSEE. LICENSOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, LICENSOR shall be solely responsible and save LICENSEE harmless from all matters relating to payment of LICENSOR'S employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this License, LICENSOR may be providing services to others unrelated to the LICENSEE or to this License.

8. TERMINATION – This License Agreement may be terminated at the election of either party at any time upon 30 days written notice to the other. Upon any such termination, all rights and obligations of each party under this License Agreement shall cease as of the date of termination, except for those specific obligations that shall survive termination as set forth herein. On behalf of LICENSEE, the County Administrative Officer or the Director of Internal Services shall have the power to provide such notice and terminate this License.
9. HOLD HARMLESS – LICENSOR shall indemnify, hold harmless and defend

1 licensee and each of its officers, officials, employees, agents and volunteers
2 from any and all loss, liability, fines, penalties, forfeitures, costs and damages
3 (whether in contract, tort or strict liability, including but not limited to personal
4 injury, death at any time and property damage) incurred by licensee,
5 LICENSOR or any other person, and from any and all claims, demands and
6 actions in law or equity (including attorney's fees and litigation expenses),
7 arising or alleged to have arisen directly or indirectly from the negligent or
8 intentional acts or omissions, or willful misconduct of LICENSOR or any of its
9 officers, officials, employees, agents or volunteers in the performance of
10 this Agreement; provided nothing herein shall constitute a waiver by LICENSOR
11 of governmental immunities including California Government Code section 810
12 et seq.

13 Licensee shall indemnify, hold harmless and defend LICENSOR and
14 each of its officers, officials, employees, agents and volunteers from any and all
15 loss, liability, fines, penalties, forfeitures, costs and damages (whether in
16 contract, tort or strict liability, including but not limited to personal injury, death
17 at any time and property damage) incurred by the LICENSOR, licensee or any
18 other person, and from any and all claims, demands and actions in law or equity
19 (including attorney's fees and litigation expenses), arising or alleged to have
20 arisen directly or indirectly from the negligent or intentional acts or omissions, or
21 willful misconduct of licensee or any of its officers, officials, employees, agents
22 or volunteers in the performance of this Agreement; provided nothing herein
23 shall constitute a waiver by licensee of governmental immunities including
24 California Government Code section 810 et seq.

25 In the event of concurrent negligence on the part of LICENSOR or any of
26 its officers, officials, employees, agents or volunteers, and licensee or any of its
27 officers, officials, employees, agents or volunteers, the liability for any and all
28 such claims, demands and actions in law or equity for such losses, fines,

penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This section shall survive termination or expiration of this Agreement.

10. INSURANCE – Without limiting the indemnification of each party as stated herein, it is understood and agreed that Licensee and Licensor shall each maintain, at their sole expense, insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities including general liability, automotive liability, workers' compensation and employers liability as stated below. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall be provided at the request of either party under this Agreement.
11. SURRENDER OF POSSESSION – Upon the expiration or termination of this License, LICENSEE will surrender the Premises to LICENSOR in such condition as that existing at the commencement of this License, less reasonable wear and tear, and less the effects of any breach of LICENSOR'S covenant to maintain. LICENSEE will not be responsible for any damage that LICENSEE was not obligated hereunder to repair.
12. RIGHT OF ENTRY – LICENSEE, or its representative(s), shall have the right to enter the Premises at any time.
13. AMENDMENT – This License may only be amended in writing, duly authorized and executed by both LICENSEE and LICENSOR without in any way affecting the remainder of this License.
14. NON-ASSIGNMENT – LICENSEE shall not assign, transfer or subcontract this License, or the rights or duties under this License, without the prior written consent of the LICENSOR.

15. GOVERNING LAW – Venue for any action arising out of or relating to this License shall be in Fresno County, California. This License shall be governed by the laws of the State of California.

16. NOTICES – The persons and their addresses having authority to give and receive notices under this License including the following:

LICENSEE:	LICENSOR:
County of Fresno (L-355)	The Licensor of Fresno
Director of Internal Services	Fresno Police Department
333 W. Pontiac Way	905 N. Fulton Street
Clovis, CA 93612	Fresno, CA 93728
(559) 600-6200	(559) 621-2117

All notices between LICENSEE and LICENSOR provided for or permitted under this License must be in writing and delivered either by personal service, by first-class United States mail, or by an overnight commercial courier service. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. For all claims arising out of or related to this License, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

17. AUDITS AND INSPECTIONS – If this License exceeds \$10,000, LICENSOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code Section 8546.7).

18. DISCLOSURE OF SELF DEALING TRANSACTIONS – This provision is only applicable if the LICENSOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this License, the LICENSOR changes its status to operate as a corporation.

Members of LICENSOR'S Board of Directors shall disclose any self-dealing transactions that they are a party to while LICENSOR is providing goods or performing services under this License. A self-dealing transaction shall mean a transaction to which the LICENSOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a *Self-Dealing Transaction Disclosure Form* Exhibit "A", attached hereto and by this reference incorporated herein, and submitting it to the County of Fresno prior to commencing with the self-dealing transaction or immediately thereafter.

19. COUNTERPARTS – This License may be executed in one or more counterparts (which may be facsimile or .pdf e-mail counterparts followed by originals), each of which will be deemed an original and all, taken together, will constitute one and the same instrument.

20. ENTIRE AGREEMENT – This License, and the exhibits attached hereto and incorporated herein by reference, constitutes the entire License between the LICENSOR and LICENSEE with respect to the subject matter hereof, and supersedes all prior licenses, negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever, unless expressly referenced in this License.

[SIGNATURES FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this License as of the day and year first hereinabove written.

LICENSOR:
CITY OF FRESNO,
A California municipal corporation


By: 
Georgeanne A. White
City Manager

By: 
Mindy Casto
Chief of Police

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By:  11/18/25
Jennifer M. Wharton Date
Deputy City Attorney

ATTEST:
TODD STERMER, MMC
City Clerk

By:  11/20/25
Deputy Collette Barrios Date

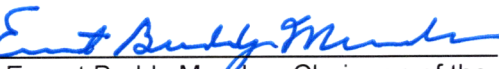
905 N. Fulton Street
Fresno, CA 93728

FOR ACCOUNTING USE ONLY:

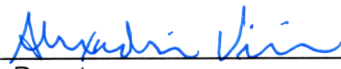
ORG: 31113245
Account: 7340
Fund: 0001
Subclass: 10000

Attachment: Exhibit A

LICENSEE:
COUNTY OF FRESNO, a political subdivision
of the State of California

By: 
Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of
Fresno

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

Self-Dealing Transaction Disclosure Form

Exhibit A

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Mail the completed form to:

County of Fresno
Attn: License Services (L-355)
Internal Services Department
333 W. Pontiac Way
Clovis, CA 93611

Exhibit A

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	