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LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), made and entered into this 4th day of December, 2018 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, 2220 Tulare Street, 6th Floor, Fresno, California, 93721-2120, ("COUNTY") and Tehal Singh, a sole proprietorship, doing business as Gold Ice Cream whose address is 3803 Olive Street, Selma, CA 93662 ("LICENSEE"). COUNTY and LICENSEE may each be referred to as a "Party" or collectively as the "Parties."

WHEREAS, COUNTY owns and/or operates Kearney Park and Laton/Kingston Parks, located respectively at 6725 W. Kearney, Fresno, CA 93706 and 20055 S. Fowler Ave., Laton, CA 93242 hereinafter referred to as "Premises," and,

WHEREAS, COUNTY and LICENSEE mutually desire to allow LICENSEE to use the Premises for the exclusive sale of pre-packaged ice cream products, ("Service"); and,

WHEREAS, COUNTY finds that LICENSEE'S operation of the Service is in the public interest and that the LICENSEE'S operating on the Premises will not substantially conflict or interfere with the use or enjoyment of the Premises by COUNTY or COUNTY residents.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the Parties agree as follows:

1. Exclusive Right: COUNTY grants to LICENSEE an exclusive right to provide Service on the Premises for the benefit of employees, guests, and patrons of COUNTY. LICENSEE must have LICENSEE'S business name printed legibly and visible on all vehicles and equipment operating on the Premises. Failure to do so may result in not being allowed access to the Premises.

2. LOCATION: The Premises, as shown in Exhibit A, attached and incorporated by this reference, is designated as the location for LICENSEE'S Service equipment. LICENSEE shall operate solely from the designated Premises. LICENSEE shall not solicit customers by any means, including signs or handouts outside of the Premises. LICENSEE shall not affix signs or banners on trees, bushes or County-owned structures. The Service facilities, and all ancillary equipment, shall be removed at the

1 end of each day of operation. No equipment shall be left at the Premises overnight. LICENSEE shall
2 not interfere with pedestrian or vehicle traffic.

3 3. TERM

4 The initial term of this Agreement shall begin on or about January 1, 2019 and shall end
5 December 31, 2021 ("Initial Term"), unless terminated earlier pursuant to Section 4. Upon expiration of
6 the Initial Term, this Agreement shall automatically renew for no more than two (2) additional one-year
7 terms (each a "Renewal Term"). If both Renewal Terms are utilized, this Agreement shall end on
8 December 31, 2023. The total possible five-year term of the Agreement shall be referred to as the
9 "Term" throughout this Agreement. As to COUNTY, the Director of Public Works and Planning shall be
10 authorized to provide notice of non-renewal or termination of this Agreement.

11 4. TERMINATION:

12 A. Breach of Contract - The COUNTY may immediately suspend or terminate this
13 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 14 1) A failure to comply with any term of this Agreement;
- 15 2) Improperly performed service.

16 In the event of breach of this Agreement by LICENSEE, COUNTY may immediately terminate this
17 Agreement and LICENSEE will not be eligible for future agreements with the COUNTY for Services.

18 B. Without Cause - Under circumstances other than those set forth above, this Agreement
19 may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an
20 intention to terminate to LICENSEE. This Agreement may be terminated, without cause, by LICENSEE
21 giving thirty (30) days advance notice in writing to COUNTY.

22 5. COMPENSATION: Based on the bid amount submitted by LICENSEE and in
23 consideration for being granted this exclusive LICENSEE Agreement by the COUNTY, LICENSEE shall
24 pay to COUNTY the amount of Four Thousand Two Hundred Dollars (\$4,200.00) for Kearney Park and
25 One Thousand One Hundred (\$1,100.00) for Laton/Kingston Park, for a total payment amount of five
26 thousand, three hundred dollars (\$5,300) annually, paid in twelve (12) equal monthly installments. The
27 total amount paid to the County for the possible five-year Term of the Agreement shall not exceed
28 \$26,500. The first monthly installment payment of Three Hundred Fifty Dollars (\$350.00) for Kearney

1 Park and Ninety-One Dollars and Sixty-Six Cents (\$91.66) for Laton/Kingston Park, for a total monthly
2 payment of four hundred forty one dollars and sixty six cents (\$441.66) is due 30 days after the
3 execution of this Agreement. Thereafter, each monthly payment shall be due to the COUNTY by the 5th
4 of each month for the use of the Premises. If payment is not made by the 7th of each month, a 10% late
5 penalty charge will be due and payable with said payment. If payment is not made within two (2) weeks
6 of the due date each month, this Agreement may be terminated immediately and the LICENSEE will not
7 be eligible to continue to offer Services within the Premises. Payment will be in the form of cash, a
8 cashier's check or money order.

9 Payment shall be made to the County of Fresno, Department of Public Works and Planning,
10 ATTN: Business Office – Parks - 2220 Tulare Street, 6th Floor, Fresno, CA 93721-2120. The Payment
11 includes one (1) annual entrance fee permit to Premises. Additional annual entrance fee permits can
12 be obtained from the Parks and Grounds Division of the Department of Public Works and Planning,
13 2220 Tulare Street, 6th Floor, at \$40 each. Or, in lieu of the annual entrance fee permits, LICENSEE
14 may pay on a per entrance basis to the premises at \$5 for each entry.

15 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
16 assumed by LICENSEE under this Agreement, it is mutually understood and agreed that LICENSEE,
17 including any and all of the LICENSEE'S officers, agents, and employees will at all times be acting and
18 performing as an independent CONTRACTOR, and shall act in an independent capacity and not as an
19 officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore,
20 COUNTY shall have no right to control or supervise or direct the manner or method by which
21 LICENSEE shall perform its work and function. However, COUNTY shall retain the right to administer
22 this Agreement so as to verify that LICENSEE is performing its obligations in accordance with the terms
23 and conditions thereof.

24 LICENSEE and COUNTY shall comply with all applicable provisions of law and the rules and
25 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

26 Because of its status as an independent CONTRACTOR, LICENSEE shall have absolutely no
27 right to employment rights and benefits available to COUNTY employees. LICENSEE shall be solely
28 liable and responsible for providing to, or on behalf of, its employees all legally required employee

1 benefits. In addition, LICENSEE shall be solely responsible and save COUNTY harmless from all
2 matters relating to payment of LICENSEE'S employees, including compliance with Social Security
3 withholding and all other regulations governing such matters. It is acknowledged that during the term of
4 this Agreement, LICENSEE may be providing services to others unrelated to the COUNTY or to this
5 Agreement.

6 7. MODIFICATION: Any matters of this Agreement may be modified from time to time by
7 the written consent of all the parties without, in any way, affecting the remainder.

8 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement
9 or its respective rights or duties under this Agreement without the prior written consent of the other
10 party.

11 9. HOLD HARMLESS: LICENSEE agree to indemnify, save, hold harmless, and at
12 COUNTY'S request defend the COUNTY, its officers, agents and employees, from any and all costs
13 and expenses (including attorney's fees and costs), claims, suits, liabilities, losses and damages
14 occurring or resulting to COUNTY in connection with the performance, or failure to perform, by
15 LICENSEE(S), their officers, agents or employees under this Agreement, and from any and all costs
16 and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or
17 resulting to any person, firm or corporation who may be injured or damaged by the performance, or
18 failure to perform, of LICENSEE(S), their officers, agents, subcontractors, assigns, or employees under
19 this Agreement. The provisions of this Section 9 shall survive the termination of this Agreement.

20 10. INSURANCE: Without limiting the COUNTY'S right to obtain indemnification from
21 LICENSEE or any third parties, LICENSEE, at its sole expense, shall procure and maintain in full force
22 the following insurance policies throughout the term of this Agreement:

23 A. Commercial General Liability Commercial General Liability Insurance with limits of not
24 less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million
25 Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require
26 specific coverage including completed operations, products liability, contractual liability, Explosion-
27 Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of
28 the nature of this contract.

1 B. Automobile Liability Comprehensive Automobile Liability Insurance with limits for bodily
2 injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred
3 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand
4 Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars
5 (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this
6 Agreement.

7 C. Worker's Compensation A policy of Worker's Compensation insurance as may be
8 required by the California Labor Code.

9 D. Sexual Abuse / Molestation Liability A policy of Sexual Abuse/Molestation Liability
10 insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million
11 Dollars (\$2,000,000.00) annual aggregate is required. This policy shall be issued on a per occurrence
12 basis.

13 LICENSEE shall obtain endorsements to the Commercial General Liability insurance naming
14 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
15 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
16 additional insured shall apply as primary insurance and any other insurance, or self-insurance,
17 maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing
18 with insurance provided under LICENSEE'S policies herein. This insurance shall not be cancelled or
19 changed without a minimum of thirty (30) days advance written notice given to COUNTY.

20 LICENSEE hereby waives its right to recover from COUNTY, its officers, agents, and
21 employees any amounts paid by the policy of worker's compensation insurance required by this
22 Agreement. LICENSEE is solely responsible to obtain any endorsement to such policy that may be
23 necessary to accomplish such waiver of subrogation, but LICENSEE's waiver of subrogation under this
24 paragraph is effective whether or not LICENSEE obtains such an endorsement.

25 Within ten (10) days from the date LICENSEE executes this Agreement, LICENSEE shall
26 provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as
27 required herein, to the County of Fresno, Department of Public Works and Planning, Attn: Parks
28 Manager, 2220 Tulare Street, 6th Floor, Fresno, CA 93721-2120, stating that all such insurance policies

1 have been obtained and the coverage provided thereunder is in full force; that the County of Fresno, its
2 officers, agents and employees will not be responsible for any premiums on the policies; that for such
3 worker's compensation insurance the LICENSEE has waived its right to recover from the COUNTY, its
4 officers, agents, and employees any amounts paid under the insurance policy and that waiver does not
5 invalidate the insurance policy; that such Commercial General Liability insurance names the County of
6 Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only
7 insofar as the operations under this Agreement are concerned; that such coverage for additional
8 insured shall apply as primary insurance and any other insurance, or self-insurance maintained by
9 COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
10 provided under LICENSEE'S policies herein; and that this insurance shall not be cancelled or changed
11 without a minimum of thirty (30) days advance, written notice given to COUNTY.

12 In the event LICENSEE fails to keep in effect at all times insurance coverage as herein provided,
13 the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon
14 the occurrence of such event.

15 All policies shall be with admitted insurers licensed to do business in the State of California.
16 Insurance policies shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
17 FSC VII or better.

18 11. PERMITS: LICENSEE shall provide to the foregoing address a copy of a valid Permit To
19 Operate ("Permit") issued by the County of Fresno, Department of Community Health, Environmental
20 Health Division not later than fourteen (14) days following the beginning of the Term of this Agreement.
21 LICENSEE understands that said Permit must be obtained on an annual basis and LICENSEE shall
22 provide a copy of any new annual Permit to the aforementioned address within fourteen (14) days of
23 obtaining the Permit. LICENSEE understands that Permits are not transferable or refundable and said
24 Permits become void upon change of ownership. LICENSEE also understands that any new owner(s)
25 and/or operator(s), if an assignment is approved by COUNTY in writing, as required in Section 9 above,
26 must obtain a new Permit in his/her/its own name prior to beginning operation.

27 12. BACKGROUND CHECK REQUIRED: LICENSEE and any of LICENSEE'S employees or
28 agents who will be performing Services at the Premises must submit an application for a background

1 check, including but not limited to, a criminal background check, including requiring submission of
2 fingerprints for a state and federal criminal background check at the Fresno County Sheriff's Office prior
3 to providing Services at the Premises. LICENSEE shall be responsible for all costs associated with
4 these background checks.

5 13. AUDITS AND INSPECTIONS: The LICENSEE shall at any time during business hours,
6 and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all
7 of its records and data with respect to the matters covered by this Agreement. The LICENSEE shall,
8 upon request by the COUNTY, allow the COUNTY to audit and inspect all of such records and data
9 necessary to ensure LICENSEE'S compliance with the terms of this Agreement.

10 14. SPECIFICATIONS: LICENSEE shall only sell pre-packaged ice cream from mobile
11 unit(s). No general merchandise shall be sold other than those items specifically approved by
12 COUNTY. No products with glass containers will be allowed to be sold. LICENSEE shall comply with
13 all of the following:

14 A. The California Retail Food Code (Part 7 of Division 104 of the California Health and
15 Safety Code, commencing with Section 113700, hereinafter "CRFC") and regulations promulgated
16 thereunder, including but not limited to any future laws and regulations enacted/promulgated to replace
17 or supplement CRFC; and,

18 B. All County of Fresno Ordinances, including all regulations, policies and requirements of
19 the County of Fresno's Department of Community Health; and,

20 C. Any other laws, regulations or ordinances as they relate to mobile/portable food
21 concession units.

22 15. UTILITIES AND DISPOSAL: All mobile units operated by the LICENSEE must be self-
23 contained. Electrical power, potable water and sewage disposal is not available.

24 16. DAYS OF OPERATION: LICENSEE may provide Service seven days per week during
25 standard park operational hours, except on days when the Premises are closed by the COUNTY or are
26 rented by the COUNTY, in their entirety and on an exclusive basis, to another person or entity for the
27 purpose of hosting or conducting a private or special event.

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1 17. GOVERNING LAW: Venue for any action arising out of or relating to this License Agreement
2 shall only be in Fresno County, California. The rights and obligations of the parties and all
3 interpretation and performance of this License Agreement shall be governed in all respects by the laws
4 of the State of California.

5 18. NOTICES: Any and all notices between either party under the terms of this Agreement or
6 by law shall be in writing and shall be deemed to be duly given if served when personally delivered or
7 deposited into the United States mail, with postage prepaid, registered, and addressed to the
8 respective addresses stated as follows:

9
10 County of Fresno
11 Dept. of Public Works and Planning
12 Parks Manager
13 2220 Tulare Street, 6th Floor
14 Phone # – (559) 274-9093
15 (559) 600-3004

Tehal Singh, dba Gold Ice Cream
3803 Olive Street
Selma, CA 93662
Home – (559) 316-1275

16 19. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
17 LICENSEE and COUNTY with respect to the subject matter hereof and supersedes all previous
18 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
19 understandings of any nature whatsoever unless expressly included in this Agreement.

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1 IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the
2 day and year first above written.

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VENDOR

Tehal Singh
Tehal Singh, Licensee
Gold Ice Cream

TEHAL SINGH
Print Name and Title

Date: 10-29-18

COUNTY OF FRESNO

Sal Quintero
Sal Quintero, Chairperson 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: Rose Cuyf
Deputy

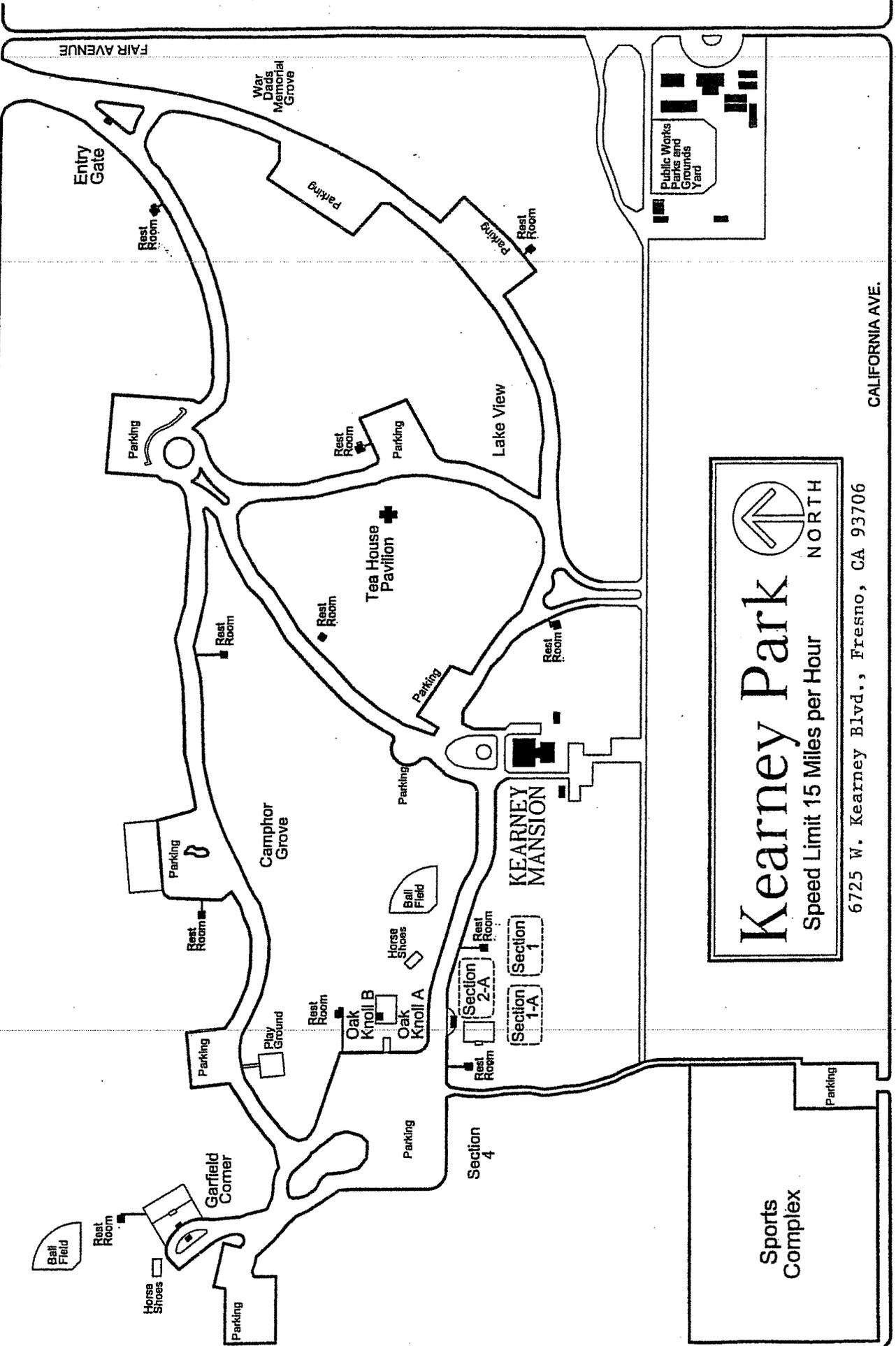
FOR ACCOUNTING USE ONLY:
Budget Unit No.: 7910
Fund No.: 0001
Account No.: 3400

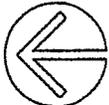
Exhibit A

KEARNEY BOULEVARD

GRANTLAND AVENUE

Park Entrance



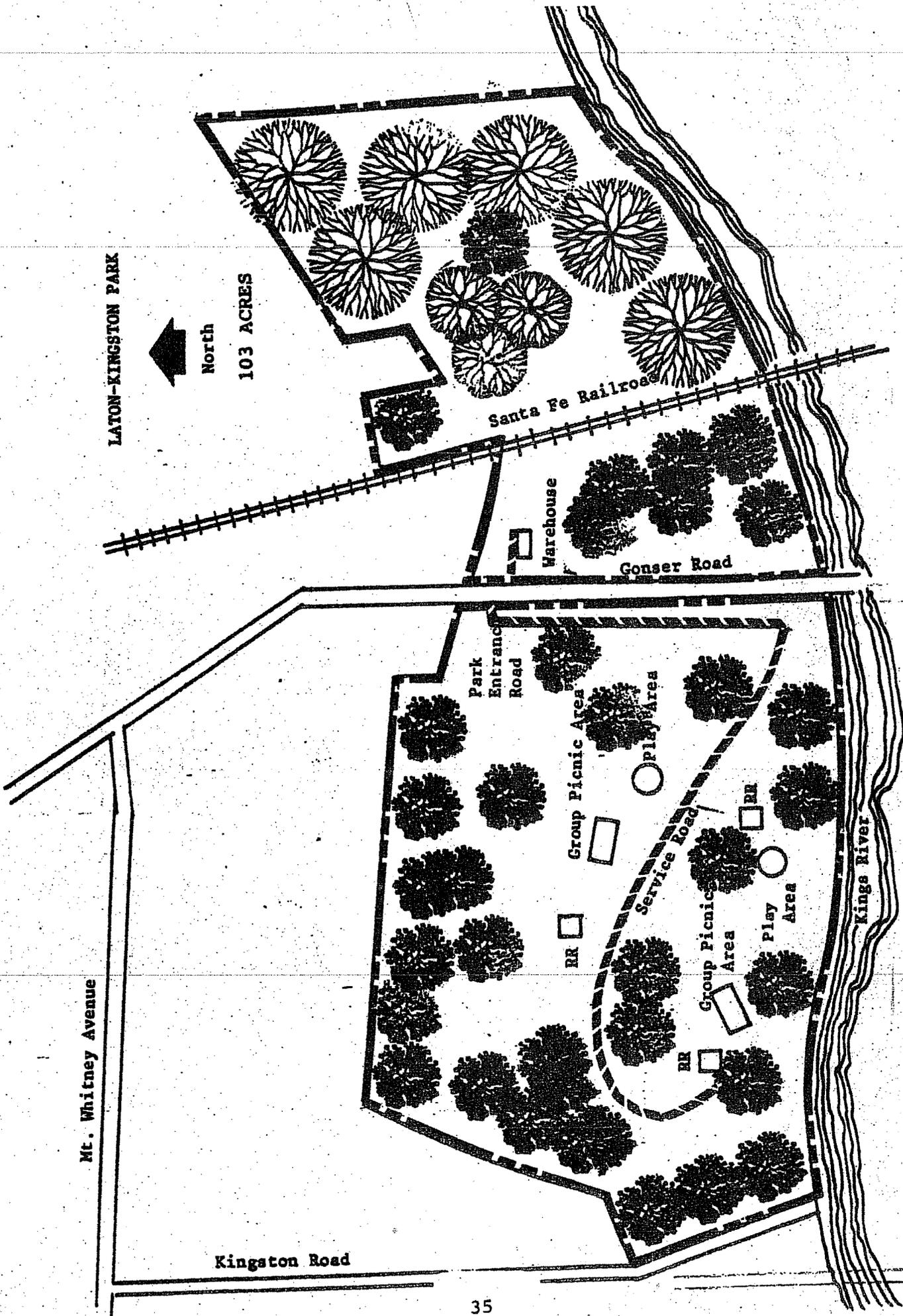
Kearney Park  NORTH
 Speed Limit 15 Miles per Hour

6725 W. Kearney Blvd., Fresno, CA 93706

CALIFORNIA AVE.

GARFIELD AVENUE

Exhibit A



Mt. Whitney Avenue

Kingston Road