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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter "LICENSE" or "Agreement" or "AGREEMENT") is made and entered into this 1st day of May, 2018, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, 333 Pontiac Way, Clovis, CA 93612, (hereinafter "LICENSOR" or "County" or "COUNTY"), and UNIVERSITY FACULTY ASSOCIATES, INC. (UFA), a non-profit California corporation, whose address is 2625 East Divisadero Street, California, 93721 (hereinafter "LICENSEE"). LICENSOR and LICENSEE are each a "Party" to this LICENSE, and LICENSOR and LICENSEE together are the "Parties" to this LICENSE.

W I T N E S S E T H:

WHEREAS, LICENSOR owns certain parcels of real property (collectively, the "Premises") where, among other uses by LICENSOR, psychiatric services are provided (collectively, the "Service Locations") as indicated in Exhibit "A" attached hereto and incorporated herein by reference ; and

WHEREAS, LICENSEE is an affiliate of Central California Faculty Medical Group, Inc. ("CCFMG") and CCFMG is the "CONTRACTOR" as defined in that certain psychiatric services agreement with LICENSOR (the "Psychiatric Agreement"); and

WHEREAS, LICENSOR and LICENSEE mutually desire to allow LICENSEE to use work space, office space and clinical facilities at the Service Locations (hereinafter "Office Space") for use by licensed psychiatrists being provided by CCFMG pursuant to the terms and conditions of the Psychiatric Agreement; and

WHEREAS, LICENSEE represents it is a duly incorporated and active California nonprofit public benefit corporation granted 501(c)(3) status under the Internal Revenue Code; and

WHEREAS, LICENSOR finds pursuant to Government Code section 26227 that the psychiatric services provided by CCFMG through LICENSEE's general office use of Premises under this Agreement are necessary mental health services/programs that will meet the health needs of Fresno County and are in the public interest, that LICENSEE's use of the property

1 will not substantially conflict or interfere with LICENSOR's or other tenants' use of the
2 Premises and that the Premises will not be needed for LICENSOR's purposes during the term
3 of the Agreement.

4 NOW, THEREFORE, in consideration of the mutual promises, covenants and
5 conditions hereinafter contained, such Parties, and each of them, do agree as follows:

6 1. GRANT OF LICENSE - LICENSOR grants to the LICENSEE a non-exclusive
7 license to use the Office Space. LICENSEE shall have access to the Office Space through the
8 main entry of the Premises and use the Office Space during the Premises' normal business
9 hours, 8:00 a.m. to 5:00 p.m. daily, for approximately forty (40) total hours per week.

10 2. TERM AND TERMINATION - This LICENSE shall become effective on
11 the 1st day of May, 2018 and shall terminate on the 30th day of June, 2021. This Agreement
12 may be extended for two (2) additional twelve (12) month periods upon the written approval of
13 both parties not later than sixty (60) days prior to the close of the then current Agreement term.
14 The COUNTY's Department of Behavioral Health (DBH) Director or designee is authorized to
15 execute such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory
16 performance.

17 Termination.

18 This LICENSE or any part thereof may be terminated without cause by
19 LICENSOR at any time by giving LICENSEE sixty (60) days prior written notice. The
20 termination notice by LICENSOR shall be signed by the County Administrative Officer or
21 designee.

22 LICENSEE may terminate this LICENSE or any part thereof upon providing
23 LICENSOR sixty (60) days advance written notice of intent to terminate, transmitted by
24 LICENSEE to LICENSOR by Certified or Registered U.S. Mail, Return Receipt Requested,
25 addressed to the office of COUNTY as follows:

26 Director (or designee)
27 Department of Behavioral Health
3133 N. Millbrook Ave.
Fresno, CA 93703

28 Non-Allocation of Funds.

1 The terms of this Agreement, and the license granted thereunder, are
2 contingent on the approval of funds by the appropriating government agency. Should
3 sufficient funds not be allocated, the license granted may be modified, or this Agreement
4 terminated at any time by giving LICENSEE thirty (30) days advance written notice.

5 Breach of Contract.

6 COUNTY may immediately suspend or terminate this Agreement in whole or in
7 part, where in the determination of COUNTY there is:

- 8 1) An illegal or improper use of funds by CCFMG under the Psychiatric
9 Agreement;
- 10 2) A failure to comply with any term of this Agreement by LICENSEE;
- 11 3) Improperly performed services by CCFMG under the Psychiatric
12 Agreement.

13 3. CONSIDERATION – There is no monetary fee paid by LICENSEE for the Office
14 Space occupied by LICENSEE. Both Parties to this LICENSE benefit from this LICENSE;
15 LICENSEE, through CCFMG, obtains the opportunity to provide psychiatric services to patrons
16 of LICENSOR and the general public. Such consideration, in addition to the mutual promises
17 and covenants made herein by the Parties, is deemed by the Parties to be sufficient.

18 4. UTILITIES - LICENSOR shall pay the cost of all utilities and all necessary
19 telephone service CCFMG needs to perform under the Psychiatric Agreement.

20 5. USE – LICENSEE shall use the Office Space to provide psychiatric services,
21 through CCFMG, in support of LICENSOR's operations. LICENSEE agrees to not commit,
22 suffer or permit any waste or nuisance on the Premises, and agrees to not use the Premises
23 for any illegal or immoral purposes. LICENSEE further agrees to comply with all State laws,
24 local ordinances and other governmental regulations applicable to LICENSEE's use of the
25 Premises. LICENSOR warrants that said Premises are safe or suitable for LICENSEE's
26 intended use and said Premises are in compliance with any or all applicable laws, ordinances
27 and regulations for said use. All improvements to the Office Space by LICENSEE must be
28 authorized by the LICENSOR, and shall be at the sole expense of the LICENSEE, unless

otherwise agreed to by the Parties.

LICENSEE shall be provided, and shall utilize, approximately one hundred twenty (120) square feet of Office Space in each Service Location per psychiatrist assigned to such Service Location. Changes to the aforementioned square footage for each designated office space may be made upon the sole determination by and written approval of LICENSOR's Director of Internal Services, or designee. LICENSEE will be notified of any changes thirty (30) days prior to the effective date of the change.

6. MAINTENANCE OF LICENSED PREMISES - LICENSOR shall be responsible for the structural condition of the Premises and for all exterior and interior maintenance, including but not limited to the air conditioning, heating, roof, painting, landscaping and parking lot. LICENSOR covenants that the Premises shall be maintained in substantially the same condition as that existing at the commencement of this LICENSE.

LICENSOR shall be responsible for all janitorial services, including paper supplies.

7. ENFORCEMENT OF LICENSE AGREEMENT - If default shall be made by LICENSEE in any of the covenants or agreements contained in this LICENSE, LICENSOR may, at its sole option, at any time after such default or breach and without any demand on or notice to LICENSEE or to any other person, of any kind whatsoever, re-enter and take possession of said premises and remove all persons or property therefrom, and LICENSEE waives any legal remedy to defeat LICENSOR's rights and possessions hereunder. However, nothing contained herein shall prevent LICENSOR from seeking any other legal or equitable remedies in a court of law which arise from such breach or default.

8. NOTICES - All notices to be given under this LICENSE by either Party to the other Party shall be in writing, and given by any one of the following methods:

- (i) Personal service;
- (ii) Sent by Certified or Registered United States Mail with return receipt requested, or first class postage prepaid, with return receipt requested, to the applicable addresses as set forth below, in which case such notice shall be deemed given three (3) business days if LICENSOR is the recipient, or three (3) business days if LICENSEE is the

recipient, after such deposit and postmark with the United States Postal Service;

(iii) Sent by a reputable overnight commercial courier, in which case such notice shall be deemed given one (1) business day if LICENSOR is the recipient, or one (1) business day if LICENSEE is the recipient, after such deposit with that courier to the applicable addresses as set forth below; or

The addresses and telephone numbers of the Parties for purposes of giving receiving notices under this LICENSEE are as follows:

LICENSOR:
County of Fresno
Robert W. Bash
Director of Internal Services /CIO
333 W. Pontiac Way
Clovis, CA 93612

LICENSEE:
University Faculty Associates, Inc.
Attn: President & CEO
2625 E. Divisadero St.
Fresno, CA 93721

Provided however, such notices may be given to such person or at such other place as either of the Parties may from time to time designate by giving written notice to the other Party, and provided further however, in any event notices of changes of address, facsimile numbers, or termination of this LICENSE shall not be effective until actual delivery of such notice.

Notices given hereunder shall not be amendments or modifications to this LICENSE.

9. HOLD HARMLESS - LICENSEE agrees to indemnify, save, hold harmless, and at LICENSOR'S request, defend LICENSOR, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to LICENSOR in connection with or by LICENSEE's or its officers', agents', or employees' negligent use of the Office Space under this LICENSE, and from any and all costs and expenses, (including without limitation costs and fees of litigation), including attorney fees and court costs, damages, liabilities, claims, and loses occurring or resulting to any person, firm, or corporation who may be injured or damaged by LICENSEE's or its officers', agents', or employees' negligent use of the Office Space under this LICENSE. Expiration or termination of this Agreement shall not terminate any of LICENSEE's obligations under this Section 9, HOLD HARMLESS, herein.

The parties acknowledge that as between LICENSOR and LICENSEE, each is

responsible for the negligence of its own employees and invitees.

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

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Five Million Dollars (\$5,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverage including completed operations, product liability, contractual liability, Explosion, Collapse, and Underground (XCU), fire legal liability or any other liability insurance deemed necessary because of the nature of the Agreement.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person and with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned).

C. Real and Property Insurance

CONTRACTOR shall maintain a policy of insurance for all risk personal property coverage which shall be endorsed naming the County of Fresno as an additional loss payee. The personal property coverage shall be in an amount that will cover the total of the COUNTY purchase and owned property.

All Risk Property Insurance

CONTRACTOR will provide property coverage for the full replacement value of the COUNTY'S personal property in possession of CONTRACTOR and/or used in the execution of this Agreement. COUNTY will be identified on an appropriate certificate of insurance as the certificate holder and will be named as an Additional Loss Payee on the Property Insurance Policy.

D. Professional Liability

Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual aggregate. CONTRACTOR agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

E. Child Abuse/Molestation and Social Services Coverage

CONTRACTOR shall have either separate policies or an umbrella policy with endorsements covering Child Abuse/Molestation and Social Services Liability coverage or have a specific endorsement on their General Commercial liability policy covering Child Abuse/Molestation and Social Services Liability. The policy limits for these policies shall be One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) annual aggregate. The policies are to be on a per occurrence basis.

F. Worker's Compensation

A policy of Worker's Compensation Insurance as may be required by the California Labor Code.

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

Within (30) days from date LICENSEE executes this LICENSE, LICENSEE shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Attn: ISD Lease Services (LA-034), 333 Pontiac Way, Clovis, CA 93612, stating that such insurance coverages have been obtained and are in full force; that the County, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this LICENSE are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self- insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event LICENSEE fails to keep in effect at all times insurance coverage as herein

provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this LICENSE upon the occurrence of such event.

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

11. INDEPENDENT CONTRACTOR - In performance of the work, duties and obligations assumed by LICENSEE under this LICENSE, it is mutually understood and agreed that LICENSEE, including any and all of the LICENSEE'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 venturer, partner, or associate of the LICENSOR. Furthermore, LICENSOR shall have no right to control or supervise or direct the manner or method by which LICENSEE shall perform its work and function. However, LICENSOR shall retain the right to administer this LICENSE so as to verify that LICENSEE is performing its obligations in accordance with the terms and conditions of the LICENSE.

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

Because of its status as an independent contractor, LICENSEE shall have absolutely no right to employment rights and benefits available to LICENSOR'S employees. LICENSEE shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, LICENSEE shall be solely responsible and save LICENSOR harmless from all matters relating to payment of LICENSEE'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, LICENSEE may be providing services to others unrelated to the LICENSOR or to this LICENSE.

12. SURRENDER OF POSSESSION - Upon the expiration or termination of this LICENSE, LICENSEE will surrender Premises to LESSOR in such condition as existing at the

1 commencement of this LICENSE less reasonable wear and tear and less the effects of any
2 breach of LICENSOR'S covenant to maintain. LICENSEE will not be responsible for any
3 damage which LICENSEE was not obligated hereunder to repair.

4 13. FIXTURES - LICENSOR agrees that any equipment, fixtures or apparatus
5 installed in or on the Office Space by LICENSEE shall continue to be the property of
6 LICENSEE and may be removed by LICENSEE at any time. LICENSEE shall repair any
7 damage caused by the removal of fixtures. Any fixtures not removed when LICENSEE
8 surrenders possession shall become the property of the LICENSOR.

9 14. RIGHT OF ENTRY - LICENSOR, or its representative(s), shall have the right to
10 enter the Office Space at any time without advance notice to LICENSEE during business
11 hours, or at such other time as LICENSOR deems appropriate, to inspect the premises or to
12 make any alterations, repairs or improvements to the Office Space. The normal business of
13 LICENSEE or its invitees shall not be unnecessarily inconvenienced.

14 15. AMENDMENT - This LICENSE may be amended in writing by the mutual consent
15 of the Parties without in any way affecting the remainder.

16 16. NON-ASSIGNMENT - LICENSEE shall not assign, transfer or sub-license this
17 LICENSE nor its rights or duties under this LICENSE without the prior written consent of the
18 LICENSOR, which consent will not be unreasonably denied.

19 17. GOVERNING LAW - Venue for any action arising out of or relating to this
20 LICENSEE shall be in Fresno County, California. This LICENSE shall be governed by the
21 laws of the State of California.

22 18. ENTIRE LICENSE - This License constitutes the entire LICENSE between the
23 LICENSOR and LICENSEE with respect to the subject matter hereof and supersedes all prior
24 LICENSES, negotiations, proposals, commitments, writings, advertisements, publications, and
25 understandings of any nature whatsoever unless expressly referenced in this LICENSE.

26 This LICENSE shall be binding on and inure to the benefit of LICENSOR'S heirs,
27 successors and assigns.

28 ///

1 IN WITNESS WHEREOF, the parties hereto have executed this LICENSE as of the
2 day and year first hereinabove written.
3

4 **LICENSEE**
5 **UNIVERSITY FACULTY**
6 **ASSOCIATES, INC.**

COUNTY OF FRESNO

7 By: [Signature]

By: [Signature]
Sal Quintero, Chairperson of the Board
of Supervisors of the County of Fresno

8 Print Name: Joyce Fields Keene

9 Title: [Signature]
10 President or Vice President

11 By: [Signature]

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

12 Print Name: Joyce Fields-Keene

13 Title: [Signature]
14 Chief Executive Officer, or
15 Any Assistant Secretary, or
16 Chief Financial Officer, or
17 Any Assistant Treasurer
18
19
20

By: [Signature]
Deputy

Date: 5/1/2018

21 Fund/Subclass: 0001/10000
22 Organization: 5630
23 Account/Program: 7295/0
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ADULT MENTAL HEALTH PSYCHIATRIC SERVICES
(County-Operated Clinics)

SERVICE LOCATIONS:

Facility Name: Metro Outpatient Clinic
Street Address: 4441 E. Kings Canyon Rd
City and Zip code: Fresno, CA 93702

Facility Name: Sierra Building
Street Address: 1925 E. Dakota Ave
City and Zip code: Fresno, CA 93726

Facility Name: Senior Resource Center
Street Address: 2025 E. Dakota Ave
City and Zip code: Fresno, CA 93726

Facility Name: West Fresno Regional Center
Street Address: 188 E. California Ave
City and Zip code: Fresno, CA 93706

The above service locations are COUNTY's current service locations, and the COUNTY, over the duration of this Agreement, may add or change service locations.

CHILD AND ADOLESCENT PSYCHIATRIC SERVICES
(County-Operated Clinic)

SERVICE LOCATION(S):

Facility Name: Heritage Center
Street Address: 3133 N. Millbrook Ave
City and Zip Code: Fresno, CA 93703

The above service location is COUNTY's current service location, and the COUNTY, over the duration of this Agreement, may add or change service locations.