

LICENSE AGREEMENT

This License Agreement (Agreement) is entered into on _____, 2024 (the Effective Date), by and between the City of Fresno, a California municipal corporation, (Licensee), and County of Fresno, a political subdivision of the State of California (Licensor).

1. **Property.** Licensor is the owner of certain real property situated in the City of Fresno, located at APN: 47102001T, 4535 E. Hamilton Ave., Fresno, CA 93702 (Property) as depicted in Exhibit A, attached and incorporated by this reference.

2. **Grant of License.** Licensor grants to Licensee a revocable license (License) to allow Licensee's service provider, Gracebound, Inc., to provide mobile shower services (Services) at the Property to individuals that Licensee or Gracebound, Inc. determine to be unhoused. In this Agreement, any reference to "Licensee" shall also apply to Gracebound, Inc., or any other subcontractor that Licensee may use to provide the Services.

- A. Licensee shall be present at all times that the Services are provided, and shall provide sufficient staffing to ensure the safety of all users of the Services, as well as any other persons present on the Property.
- B. Licensee shall ensure that no more than six (6) users of the Services shall be onsite the Property at a time.
- C. The days and hours of operation for the Services at the Property shall be one (1) day per week from 8:00 a.m. to 1:00 pm.
- D. Licensee shall ensure that while the Property is used for the Services, no illegal activities, including but not limited to violations of law, use of illegal drugs, or violence, shall be allowed on the Property.
- E. Licensee shall ensure that no dogs, pets, or other animals, other than service animals, as defined under the Americans with Disabilities Act, shall be allowed on the Property.
- F. Licensee shall be responsible for the behavior of all persons on the Property during the provision of the Services, including subcontractors, employees, guests, and users of the Services.
- G. Licensee or its service provider, shall clean up all waste, garbage, shopping carts, debris, and any other property from the Property on the day(s) Services are provided, during the Term of this License, and shall ensure the Property is kept in a clean state. Licensee shall maintain the Property in as good a condition as it was as of the Effective Date.

- H. Licensee may not use the Property for any other purpose or business without obtaining Licensor's prior written consent.
- I. Licensee shall not interfere with Licensor's operations on or about the Property.

3. **Improvements.** The Licensor shall not construct, or provide funding for any improvements on the Property. Licensee or Gracebound, Inc., may construct improvements, including sewer and water connections on the Property only after receiving prior written consent from Licensor. In installing any improvements, Licensee must use reasonable care, and may not unreasonably increase the burden on the Property. If Licensee makes any improvements, all improvements shall be removed and the Property will be returned back to its original state, as of the Effective Date, at termination or expiration of this Agreement.

4. **Right of Entry.** Licensor, or its representatives, shall have the right to enter the Property at any time to inspect the Property. The normal business of Licensee shall not be disturbed.

5. **Non-Assignment.** Neither party shall assign, transfer, or subcontract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Property is created or vested in Licensee by the grant of this License.

6. **Term.** The term of this Agreement shall be six (6) months from the Effective Date of this License (Term). The Term may be renewed for a period of six (6) months if Licensee requests such a renewal at least thirty (30) days prior to the expiration of the term. If Licensor does not provide written acceptance of the request for renewal, this Agreement automatically terminates on the last date of the Term.

7. **Termination.** Licensor may terminate this Agreement at any time by delivering a written termination notice to Licensee at least seven (7) days prior to the termination date specified in the notice.

8. **Notice of Termination.** After receipt of a notice of termination from Licensor, on or before the effective date of termination specified in that notice, or at the end of the Term, as described in section 7, Licensee shall remove all of Licensee's personal property from the Property and shall surrender possession of the Property to Licensor in good order and repair to the satisfaction of Licensor, normal wear and tear excepted.

9. **Enforcement of Agreement.** If Licensee defaults on any of the covenants or agreements contained in this Agreement, Licensor shall give written notice of such default to Licensee, and Licensee shall have fifteen (15) days to cure such default. If Licensee

does not cure the default within fifteen (15) days, Licensor may, at its 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, reenter and take possession of the Property 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.

10. **Compliance With All Laws.** Licensee shall comply with all laws in its use of the Property.

11. **Insurance Requirements.** Licensee shall comply with all the insurance requirements in Exhibit B to this Agreement.

12. **Independent Contractor.** In performance of the work, duties and obligations assumed by Licensee under this Agreement, 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 Agreement so as to verify that Licensee is performing its obligations in accordance with the terms and conditions of the Agreement.

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, except for Licensor and Licensor's employee's gross negligence and/or willful misconduct, relating to payment of Licensee's employees, including compliance with Social Security withholding and all other regulations governing such matters.

13. **Indemnification.**

A. Licensee assumes all responsibility for any and all risk of property loss, property damage or bodily injury that Licensee may sustain while using the Property, including the use of equipment and facilities of Licensor, and Licensor does not guarantee the safety or safe storage of Licensee's equipment.

B. The Licensee shall indemnify and hold harmless and defend the Licensor (including its officers, agents, employees, and volunteers) against all claims,

demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the Licensor, the Licensee, or any third party that arise from or relate to the performance or failure to perform by the Licensee (or any of its officers, agents, subcontractors, or employees), Licensee's guests, including but not limited to users of the Services, under this Agreement. The Licensor may conduct or participate in its own defense without affecting the Licensee's obligation to indemnify and hold harmless or defend the Licensor.

C. The provisions of this Section 13 shall survive termination or expiration of this Agreement.

14. **Notice.** Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, with postage prepaid, at the following addresses:

For the County:
County Administrative Officer
County of Fresno
2281 Tulare Street, Suite 304
Fresno, CA 93721

For the City:
Joe Pasillas, Housing & Neighborhood Revitalization Manager
City of Fresno
2600 Fresno Street
Fresno, CA 93721

Either party may change the notice information by giving notice to the other party pursuant to this section 14. For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

15. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

16. **Severability.** The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

17. **Amendment.** This Agreement may be amended in writing by the mutual consent of the parties without in any way affecting the remainder.

18. **Authority.** Each individual executing this Agreement on behalf of Licensee represents and warrants that that individual is duly authorized to execute and deliver this Agreement on behalf of Licensee, and that this Agreement is binding upon Licensee in accordance with its terms. The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to such terms as are included in this Agreement, and may not be contradicted by evidence of any prior or contemporaneous agreement, arrangement, understanding, or negotiation (whether oral or written).

19. **Potential Possessory Interest.** In accordance with Revenue and Taxation Code § 107.6, in the event it is ever determined that Licensee has a taxable possessory interest as a result of this License Agreement, including the License granted herein, Licensee agrees to pay any property tax which may be levied. In this respect, Licensee understands that Licensee's activities are on property owned by Licensor, a tax-exempt public agency, that Licensee may be subject to property taxation, and that Licensee (the entity in whom any potential possessory interest may vest) may be subject to the direct payment of property taxes levied on any such interest.

20. **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

21. **No Waiver.** Payment, waiver, or discharge by the Licensor of any liability or obligation of the Licensee under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the City and does not prohibit enforcement by the County of any obligation on any other occasion.

22. **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

23. **Entire Agreement.** This Agreement constitutes the entire agreement between Licensor and Licensee relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Licensor and Licensee.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

Licensee:
CITY OF FRESNO,
A California municipal corporation

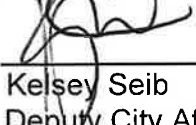
Licensor:
COUNTY OF FRESNO

By: 
4B59C02BA274430
Georgeanne White
City Manager

Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno

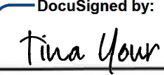
APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

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

By: 
Kelsey Seib
Deputy City Attorney
8/23/24
Date

By: _____
Deputy

ATTEST:
TODD STERMER, CMC
City Clerk

By: 
6CA1388820964E3...
Tina Your
9/17/2024
Date
Deputy

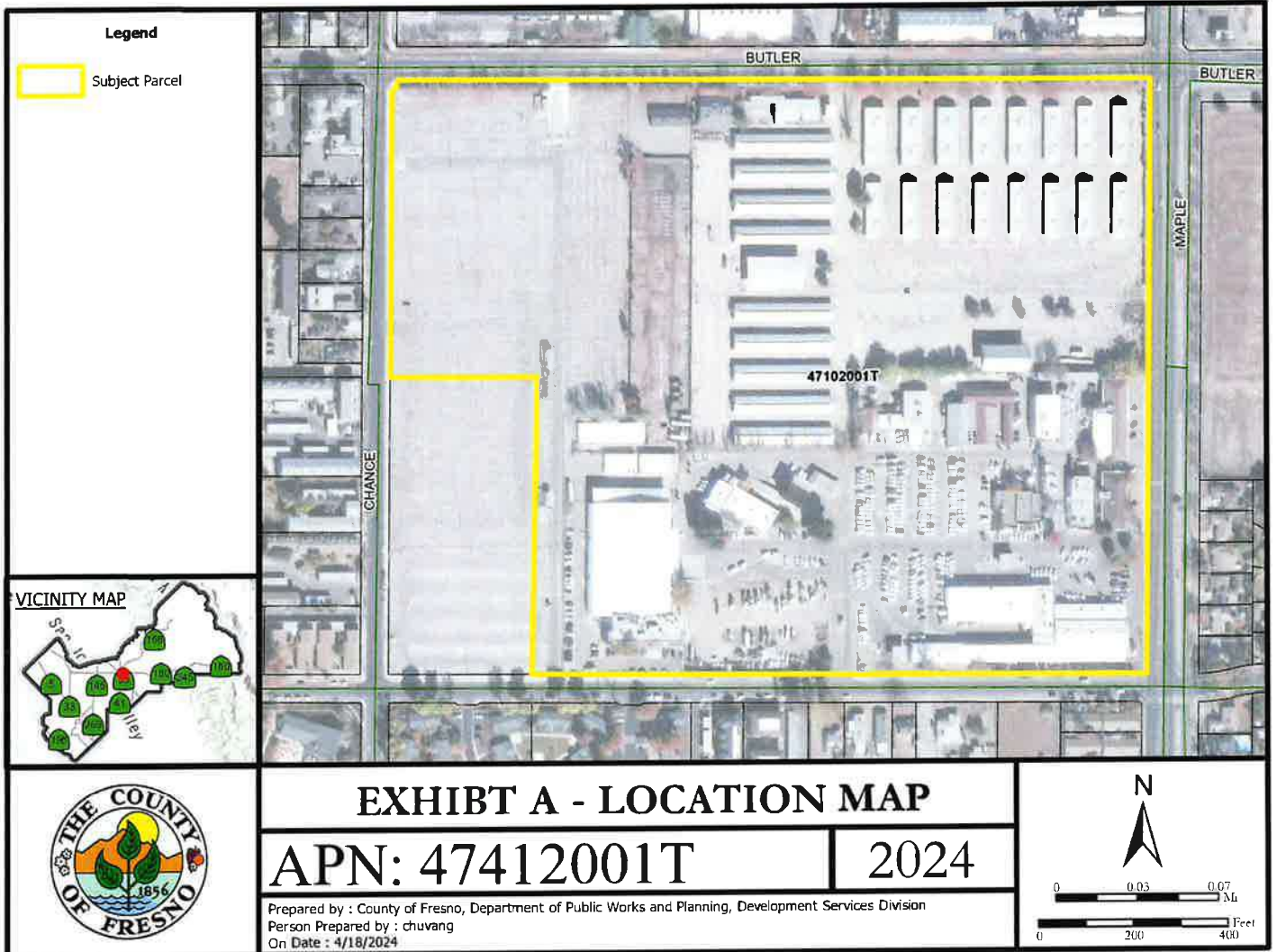


Exhibit B

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (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 Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
 - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy

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required by this Agreement and that waiver does not invalidate the insurance policy.

- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this

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Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.