



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-10

For the meeting of: February 14, 2017

Date: January 26, 2017

To: Board of Supervisors

From: William Damiano, Chief Probation Officer

Subject: Approval of License Agreement with PWM, Inc. for use of off-street parking space at 615 I Street, in Eureka

RECOMMENDATIONS:

That the Board of Supervisors:

1. Approves and authorizes the Chairperson to execute the License Agreement with PWM, Inc. for the Probation Department to use one off-street parking space, number fourteen (14), in the lot located at 615 H Street; and
2. Directs the Clerk of the Board to return one fully executed original License Agreement to Real Property for transmittal to PWM, Inc.

SOURCE OF FUNDING:

General Fund

Prepared by Mark Magladry

CAO Approval

*[Signature]*

REVIEW:

Auditor *me*

County Counsel

Personnel

Risk Manager

Other

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Fennell (Seconded by Supervisor Sundberg)

Ayes Sundberg, Fennell, Bass, Bohn, Wilson  
Nays  
Abstain  
Absent

PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Meeting of: \_\_\_\_\_

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: Feb. 14, 2017

By: *[Signature]*  
Kathy Hayes, Clerk of the Board

## DISCUSSION:

The Probation Department seeks approval of a License Agreement with PWM, Inc. for exclusive use of one (1) off-street parking space at 615 H Street, which is located in the lot behind St. Bernard Church. Under the terms of the agreement, the county will pay \$50 monthly to rent this parking space on a month-to-month basis.

The department currently leases office space in multiple suites from PWM, Inc. at 555 H Street. Under the terms of these leases, thirteen (13) off-street parking spaces are provided to the Probation Department, which are prioritized for the parking of county vehicles. Currently the department occupies part of the first floor and the entire second floor at 555 H Street. Twenty-three (23) county staff members presently work in these offices.

With the limited off-street staff parking available, several staff must park their personal vehicles on the streets surrounding the office. Parking on city streets is limited to two hours. To avoid receiving parking tickets, staff must move their vehicles every two hours causing distraction and an inconvenience to staff and clients and creating inefficiency in completing the work of the county.

At this time, the Probation Department requests that the Board of Supervisors approve this License Agreement with PWM, Inc. to secure an additional off-street parking space in the lot located at 615 H Street to improve office efficiency. This meets the Board's core role of providing for and maintaining infrastructure and the priority of providing community-appropriate levels of service.

## FINANCIAL IMPACT:

With the approval of this License Agreement, the rent cost for use of this parking space will be \$50 monthly. The Probation Department has sufficient funds available to pay for this cost in its 2016/17 budget with no additional impact to the county general fund. The department will include this cost as part of its Rent & Lease – Structures appropriation in its fiscal year 2017/18 budget. This parking space is in close proximity to the Probation Department's office at 555 H Street and will allow staff there to employ their work time more efficiently and provide appropriate levels of service to the probationers they serve.

## OTHER AGENCY INVOLVEMENT:

The Auditor has confirmed that there are sufficient funds available for this agreement.

## ALTERNATIVES TO STAFF RECOMMENDATIONS:

At this time no alternatives are suggested. The Board at its discretion can elect not to approve the License Agreement; however, this is not recommended. The Probation Department currently utilizes office space at 555 H Street for its Adult Division and this agreement will assist staff assigned there with additional parking.

## ATTACHMENT:

License Agreement with PWM, Inc.

# ORIGINAL

## LICENSE AGREEMENT

This Agreement, made and entered into this 14th day of February, 2017, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY, and PWM, Inc., a California Corporation, hereinafter referred to as LICENSOR, who agree to the following.

1. **LICENSE**

LICENSOR gives its permission, subject to all the terms and conditions of this Agreement, for COUNTY to have exclusive use of parking space # 14, located at 615 H Street, Eureka, CA. Said space is more particularly shown on Exhibit A, which is attached hereto and incorporated herein.

2. **LICENSE IS NOT A LEASE**

This Agreement does not constitute a lease, but constitutes a mere License Agreement and COUNTY is limited to the use of the premises expressly and specifically described in paragraph (5).

3. **TERM**

The term of this Agreement shall commence upon Board approval, and shall continue on a month-to-month basis until either party gives thirty (30) days written notice to terminate to the other party.

4. **RENT**

COUNTY shall pay to LICENSOR as rent for the use of the premises a monthly rental as follows:

Fifty Dollars (\$50.00)

Rent shall be paid in advance on the first day of each month, except in the event that COUNTY'S occupancy shall commence on a day other than the first day of the month, the rent for the first partial month shall be prorated at one-thirtieth (1/30) of the rental rate for each calendar day the premises are ready for occupancy during such month.



5. **USE OF PREMISES**

The space shall be used by COUNTY for parking for County staff as determined by COUNTY. At the commencement of this Agreement COUNTY intends to use the space as parking for the Probation Department.

6. **BUILDING STANDARDS AND COMPLIANCE WITH LAWS**

LICENSOR agrees to comply with any federal, state, or local licensing standards, any applicable accrediting standards, and any other applicable standards or criteria established locally or by the state or federal governments.

7. **HOLD HARMLESS/INDEMNIFICATION**

A. LICENSOR shall indemnify, defend and hold harmless COUNTY and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorneys' fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with LICENSOR'S duties and obligations under this Agreement and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY.

B. COUNTY shall indemnify, defend and hold harmless LICENSOR and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorneys' fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with COUNTY'S duties and obligations under this Agreement and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of the LICENSOR.

C. Acceptance of insurance, if required by this Agreement, does not relieve LICENSOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by LICENSOR'S operations regardless if any insurance is applicable or not.

8. **LICENSOR'S INSURANCE**

This License shall not be executed by COUNTY and LICENSOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt



County Board of Supervisors.

Without limiting LICENSOR'S indemnification provided for herein, LICENSOR shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of LICENSOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

A. Comprehensive or Commercial General Liability Insurance

Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 for any one incident, including personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

B. Property Insurance

LICENSOR is responsible for providing "All-Risk" Property Insurance for this location.

C. Workers' Compensation Insurance

If required by California law, and in accordance with the statutory limits set forth therein. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees.

9. COUNTY'S INSURANCE

Without limiting COUNTY'S indemnification provided herein, COUNTY shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of COUNTY, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:



A. Comprehensive/Liability Insurance

Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 per occurrence for any one incident, including personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

B. Property Insurance

COUNTY is responsible for providing an "All-Risk" Property Insurance for the contents of the property at this location.

C. Workers Compensation Insurance

COUNTY certifies that COUNTY is aware of the provisions of Section 3700 of the California Labor Code and COUNTY will comply with such provisions in connection with any work performed on the premises. Any persons providing services with or on behalf of COUNTY shall be covered by workers' compensation (or qualified self-insurance).

10. **SPECIAL INSURANCE REQUIREMENTS**

Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

A. LICENSOR

1. The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees, and volunteers are covered as additional insured for liability arising out of the operations performed by or on behalf of LICENSOR. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
- b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
- c. Is primary insurance as regards to County of Humboldt.



- d. Does not contain a pro-rata, excess only, and /or escape clause.
- e. Contains a cross liability, severability of interest or separation of insureds clause.
- f. Shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 11. It is further understood that LICENSOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
- g. Is primary coverage to COUNTY, and insurance or self-insurance programs maintained by COUNTY are excess to LICENSOR'S insurance and will not be called upon to contribute with it.

2. LICENSOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If LICENSOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and LICENSOR agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to LICENSOR under this Agreement.

3. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and LICENSOR shall be required to purchase additional coverage to meet the aggregate limits set forth above.

#### B. COUNTY

1. The Comprehensive General Liability Policy shall provide that the LICENSOR, its officers, officials, employees, and volunteers are covered as additional insured for liability arising out of the operations performed by or on behalf of COUNTY. The coverage shall contain no special limitations on the scope of protection afforded to the LICENSOR, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
- b. Does not contain exclusions as to loss or damage to



property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".

- c. Contains a cross liability, severability of interest or separation of insureds clause.
- d. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to LICENSOR and in accordance with the Notice provisions set forth under Section 11. It is further understood that COUNTY shall not terminate such coverage until it provides LICENSOR with proof satisfactory to LICENSOR that equal or better insurance has been secured and is in place.
- e. COUNTY shall furnish LICENSOR with certificates and original endorsements effecting the required coverage of this Agreement by LICENSOR.

C. COUNTY AND LICENSOR

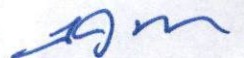
1. The COUNTY and LICENSOR agree that insurance carried or required to be carried by either of them against loss or damage to property by fire, flood, earthquake, acts of terrorism, acts of war or other casualty shall contain a clause whereby the insurer waives its right to subrogation against the other party, its elected officials, directors, employees, volunteers, and agents and each party shall indemnify the other against any loss or expense, including reasonable attorneys' fees resulting from the failure to obtain such waiver.

2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

3. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to LICENSOR, COUNTY, their officers, officials, employees, and volunteers.

11. **NOTICE**

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective





addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

LICENSOR: PWM, Inc.  
P.O. Box 1032  
Eureka, CA 95501

COUNTY: County of Humboldt  
Public Works  
Real Property Division  
1106 Second Street  
Eureka, CA 95501

All insurance notices shall also be sent to:

County of Humboldt  
Human Resources - Risk Management Services  
825 Fifth Street, Room 100  
Eureka, CA 95501

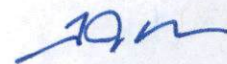
Each party may at any time change its address for notice by giving written notice of such change to the other party in the manner provided in this Section.

12. **LICENSE IS PERSONAL**

The license herein granted is personal to COUNTY and no right hereunder may be assigned, sublet or otherwise transferred in whole or in part without prior written consent of LICENSOR and any attempt to assign, sublet, or transfer shall be of no force or effect whatsoever unless and until LICENSOR shall have given its written consent.

13. **NUCLEAR FREE CLAUSE**

LICENSOR certifies by its signature below that LICENSOR is not a Nuclear Weapons contractor, in that LICENSOR is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. LICENSOR agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if LICENSOR becomes a nuclear weapons contractor.



14. **JURISDICTION AND APPLICABLE LAWS**

This Agreement shall be construed under the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§394 and 395.

15. **REAL PROPERTY TAXES**

LICENSOR shall pay all real property taxes and general and special assessments levied and assessed against the premises.

16. **LICENSE MODIFICATION**

This Agreement may be modified only by subsequent written agreement signed by COUNTY and LICENSOR.

17. **LICENSOR NOT OFFICER, EMPLOYEE, OR AGENT OF COUNTY**

While engaged in carrying out and complying with the terms and conditions of this Agreement, LICENSOR is an independent contractor and not an officer, employee, or agent of COUNTY.

18. **SURRENDER OF PREMISES**

At the termination of this Agreement, COUNTY shall surrender the premises to LICENSOR in good condition and repair, except for normal wear and tear. COUNTY shall be under no obligation to repair or restore the whole or any portion of the premises which may be damaged by reason of fire, earthquake or the elements or other casualty.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto

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upon the date first above written.

(SEAL)

ATTEST:  
CLERK OF THE BOARD

COUNTY OF HUMBOLDT

By: *[Signature]*

By: *[Signature]*  
Chairman, Board of Supervisors  
County of Humboldt,  
State of California

LICENSOR:

By: *[Signature]*

By: *[Signature]*

Title President  
1-22-17

Title Treasurer  
1-27-17

# EXHIBIT A

