

LICENSE AGREEMENT

This Agreement, made and entered into this 22 day of January, 2019, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY, and HUMBOLDT COUNTY RESOURCE CONSERVATION DISTRICT (HCRCD), hereinafter referred to as LICENSEE, who agree to the following.

WHEREAS, COUNTY owns the property located at 5630 Broadway, Eureka, California; and

WHEREAS, LICENSEE desires to use a portion of the property for LICENSEE services; and

WHEREAS, the Board finds that the use of COUNTY property by LICENSEE will not substantially conflict or interfere with the use of the property by COUNTY; and

WHEREAS, pursuant to Government Code Section 25526.6, the Board of Supervisors may grant a License for the use of County property to a public entity without competitive bidding upon a finding by the Board that the conveyance is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the use of the property by COUNTY.

NOW, THEREFORE, it is mutually agreed as follows:

1. LICENSE

COUNTY gives it permission, subject to all the terms and conditions of this Agreement, for LICENSEE to use approximately 168 square feet in a building located on Assessor's Parcel Number 305-131-010, more commonly known as 5630 South Broadway, Eureka, CA. Said premises 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 LICENSEE is limited to the use of the premises expressly and specifically described in paragraph (5).

3. TERM

The initial term of this Agreement shall commence upon Board approval, and shall terminate on 31st day of January, 2024 unless either party gives thirty (30) days written notice to terminate to the other party.

LICENSEE shall have the option this Agreement for two (2) two (2) year terms unless either party gives the other party ninety (90) days written notice to terminate prior to the end of any two (2) year term extension.

4. CONSIDERATION

The consideration for use of said office shall be the benefit of the project to the County of Humboldt. LICENSEE implements resource conservation on private land throughout the county. LICENSEE expends state, federal, and private grant funding on behalf of county residents. In so doing, LICENSEE hires county residents to work on soil and water conservation projects.

5. USE OF PREMISES

The premises shall be used by LICENSEE for office space for LICENSEE staff and for no other purpose without written consent for COUNTY.

6. COMPLIANCE WITH LAWS

LICENSEE and its officers, agents, and employees shall comply with all local, state, and federal laws and regulations including but not limited to the Americans With Disabilities Act. LICENSEE further agrees to comply with any applicable standards or criteria established locally or by the state or federal governments.

COUNTY shall have the right to terminate upon seven (7) days notice if any of the above mentioned applicable laws, standards, or criteria are not complied with.

7. UTILITIES

COUNTY agrees to furnish and pay for all charges for gas, refuse collection, electricity, water and sewer supplied to and used in the premises by LICENSEE. LICENSEE shall pay for its own telephone, computer and fax services to the premises.

LICENSEE waives any and all claims against COUNTY for compensation for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of any utility system, water supply system, drainage system, heating or gas system, electrical apparatus or wiring serving the PREMISES.

8. JANITORIAL

COUNTY shall be responsible for janitorial services and supplies within the leased PREMISES. LICENSEE shall maintain the PREMISES at all times in a neat, orderly and safe condition.

9. MAINTENANCE

COUNTY shall be responsible for maintenance of the exterior and interior of the building, except for the following:

- A. Replacement of light bulbs;
- B. Any repairs caused by negligence of LICENSEE'S employees, clients, and/or invitees;
- C. Any installation and/or repairs to phone system, computers, security system or installation thereof.

COUNTY shall have the right to enter upon and inspect the PREMISES at any time for cleanliness and safety.

10. IMPROVEMENTS AND ALTERATIONS

LICENSEE may make non-structural alternations or improvements to the PREMISES to accommodate LICENSEE'S use of the PREMISES. However, LICENSEE shall not make any alterations or improvements to the PREMISES being used without the prior written consent of COUNTY. Such consent shall not be unreasonably withheld.

11. SMOKING

Pursuant to Humboldt County Code §971-1 et seq., COUNTY owned or leased premises are smoke free. LICENSEE shall comply with said provision.

12. HOLD HARMLESS/INDEMNIFICATION

A. LICENSEE 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 LICENSEE'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 LICENSEE 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 LICENSEE.

C. Acceptance of insurance, if required by this AGREEMENT, does not relieve LICENSEE from liability under this indemnification clause. This indemnification clause shall

apply to all damages suffered by LICENSEE'S operations regardless if any insurance is applicable or not.

13. LICENSEE'S INSURANCE

THIS AGREEMENT SHALL NOT BE EXECUTED BY COUNTY and the LICENSEE 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 LICENSEE'S indemnification obligations provided for herein, LICENSEE 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 LICENSEE, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY INSURANCE:

Comprehensive or General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$2,000,000 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.

2. Workers Compensation Insurance Compensation Coverage:

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 and provide for thirty (30) days prior written notice in the event of cancellation.

3. Automobile Liability Insurance:

With coverage at least as broad as Insurance Services Office Form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be cancelled or materially reduced in coverage without thirty (30) days prior written notice, ten (10) days for non-payment of premium, to COUNTY by certified mail.

14. SPECIAL INSURANCE REQUIREMENTS

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

1. The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees, and volunteers are endorsed as additional insured for liability arising out of the operations performed by or on behalf of LICENSEE. 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 25. It is further understood that LICENSEE 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 LICENSEE'S insurance and will not be called upon to contribute with it.

2. LICENSEE shall furnish COUNTY with certificates and original endorsements affecting 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 of by COUNTY. If LICENSEE 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 LICENSEE agrees to pay the cost of said insurance.

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

4. 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.

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

15. 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 sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be deemed effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

LICENSEE: Humboldt County Resource Conservation District
C/O Jill Demers
5630 South Broadway
Eureka, CA 95503-6905

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

16. LICENSE IS PERSONAL

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

17. NUCLEAR FREE CLAUSE

LICENSEE certifies by its signature below that LICENSEE is not a nuclear weapons contractor, in that LICENSEE 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. LICENSEE 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 LICENSEE becomes a nuclear weapons contractor.

18. 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.

19. SIGNS

LICENSEE shall not install signs without the prior approval of the Administrative Services Department or its designee.

20. DESTRUCTION OF PREMISES

In the event the premises are destroyed in whole or in part by fire or other casualty to the extent that they are substantially unusable, LICENSEE reserves the right to forthwith terminate this Agreement upon written notice within seven (7) days following the date of loss.

If such casualty occurs and a portion of said premises is still usable by LICENSEE, the rent shall be prorated on a square footage basis of usable space until the premises are restored to their original condition. Payment of prorated rent shall not constitute a waiver of COUNTY'S right to terminate this AGREEMENT as provided in this paragraph (20).

In the event that the premises are destroyed in whole or in part by fire or other casualty, and the cost of restoring the same exceeds the remaining rental for the unused portion of the term of this AGREEMENT, COUNTY shall have the option to rebuild or to terminate this AGREEMENT. Such option shall be exercised by COUNTY by notice in writing to LICENSEE within seven (7) days following the date of loss. COUNTY'S option to rebuild shall not constitute a waiver of LICENSEE'S right to terminate this AGREEMENT, as provided in this paragraph (20).

21. LICENSEE'S DEFAULT

LICENSEE shall be in default of this AGREEMENT if it fails or refuses to perform any material provision of this AGREEMENT that it is obligated to perform if the failure to perform is not cured within ten (10) days after written notice of the default has been given by COUNTY to LICENSEE. If the default cannot reasonably be cured within ten (10) days, LICENSEE shall not be in default of this AGREEMENT if LICENSEE commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default.

22. COUNTY'S REMEDIES ON LICENSEE'S DEFAULT

COUNTY, at any time after LICENSEE is in default, can terminate this AGREEMENT or can cure the default at LICENSEE'S cost. If COUNTY at any time, by reason of LICENSEE'S default, pays any sum or does any act requires the payment of any sum, the sum paid by COUNTY shall be due from LICENSEE to COUNTY within five (5) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate COUNTY is permitted by law to charge from the date the sum is paid by COUNTY until COUNTY is reimbursed by LICENSEE. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this AGREEMENT.

23. TERMINATION

COUNTY reserves the right to terminate this AGREEMENT, upon seven (7) days written notice, for any cause or reason provided by the AGREEMENT itself, or by law or upon the happening of one or more of the following:

- A. The making by LICENSEE of any general assignment for the benefit of creditors.
- B. The failure of LICENSEE to pay promptly when due all charges, fees, or other payments in accordance with this AGREEMENT.
- C. The failure of LICENSEE to remedy any default, breach, or violation of county, municipal, federal and/or state laws or regulations by LICENSEE or its employees.
- D. The violation of any of the provisions of this AGREEMENT.
- E. The PREMISES becomes damaged due to fire, flood, earthquake, or any other natural disaster.
- F. Intentionally supplying COUNTY with false or misleading information or misrepresenting any material fact on its application or documents or in its statement to or before COUNTY, or intentional failure to make full disclosure on its financial statement or other documents.

24. LICENSE MODIFICATION

This AGREEMENT may be modified only by subsequent written agreement signed by COUNTY and LICENSEE.

25. LICENSEE NOT OFFICER, EMPLOYEE, OR AGENT OF COUNTY

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

26. ATTORNEYS' FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this AGREEMENT to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, "the party prevailing" means the party who dismisses an action or proceeding in exchange for payment of substantially

all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgement is rendered.

27. WAIVER OF BREACH

The waiver by COUNTY of any breach of any provisions of this AGREEMENT shall not constitute a continuing waiver of any subsequent breach of the same or a different provision of this AGREEMENT.

28. BREACH, REMEDY FOR

In the event of breach of this AGREEMENT by LICENSEE or COUNTY, COUNTY and/or LICENSEE shall have all rights and remedies provided by law.

29. SURRENDER OF PREMISES

At the termination of this AGREEMENT, LICENSEE shall surrender the PREMISES to COUNTY in good condition and repair, except for normal wear and tear. LICENSEE 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.

30. BINDING EFFECT

All provisions of this AGREEMENT shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, successors, and assigns.

IN WITNESS WHEREOF, this AGREEMENT has been executed by the parties hereto upon the date first above written.

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(SEAL)

ATTEST:
CLERK OF THE BOARD

COUNTY OF HUMBOLDT

By: 

Ryan Sharp, Deputy

By: 

Rex Bohn, Chair, Board of Supervisors
County of Humboldt, State of California

LICENSEE:

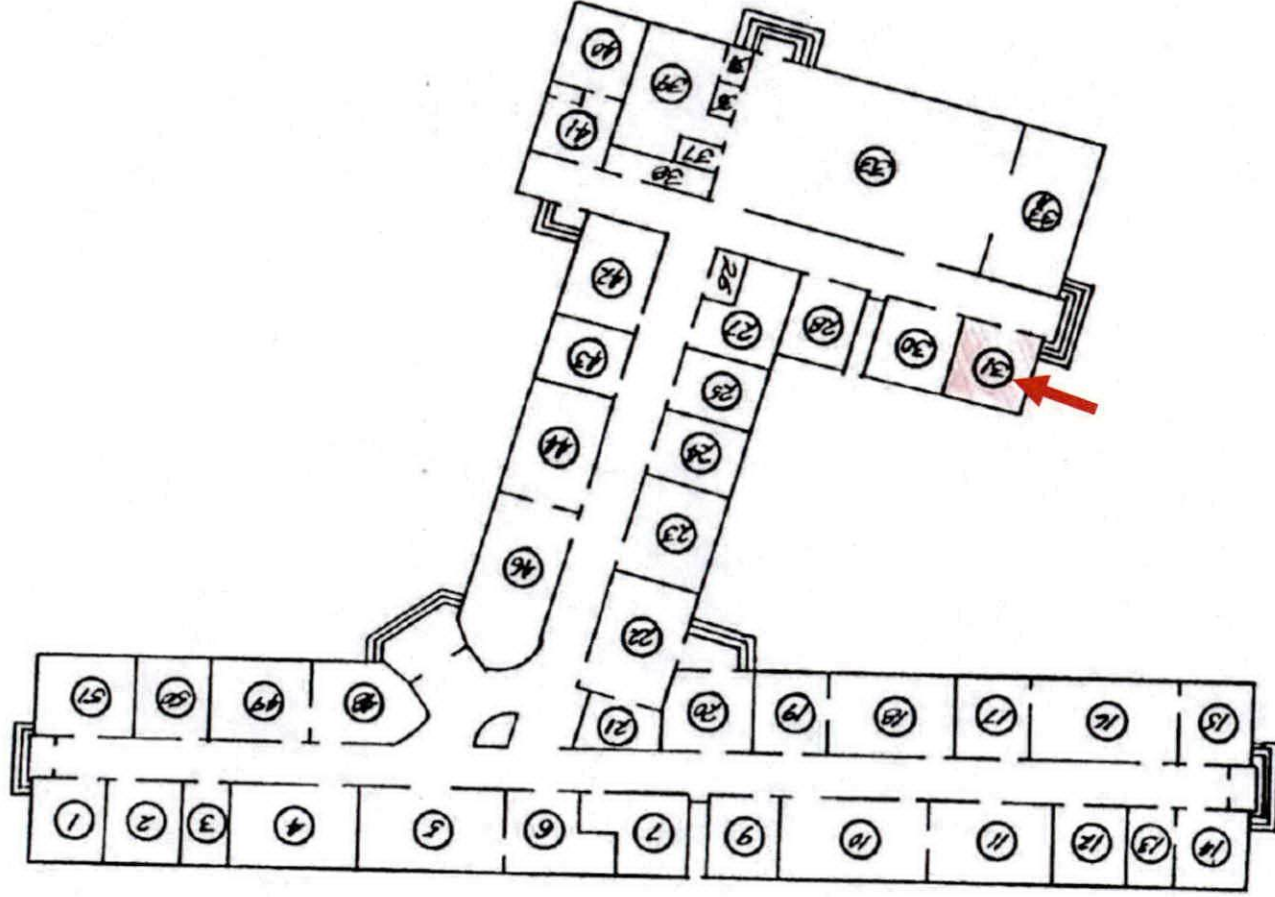
By: 

Jill Demers
Executive Director, Humboldt County
Resource Conservation District

Date: 1/11/2019

EXHIBIT A

Licensed Premises Shaded in Red



AGRICULTURAL CENTER BUILDING
HUMBOLDT COUNTY