



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

D-21

For the meeting of: July 19, 2016

Date: May 10, 2016

To: Board of Supervisors

From: Connie Beck, Director
Department of Health and Human Services- Social Services

Proposed on CB

Subject: License Agreement with First United Methodist Church Located at 520 Del Norte Street, Eureka, for Use of Rooms to Conduct Child/Parent Visitations

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves and executes two (2) originals of the license agreement with First United Methodist Church located at 520 Del Norte Street, Eureka for use of rooms to conduct child/parent visitations as scheduled by Department of Health and Human Services (DHHS)-Children and Family Services; and
2. Directs the Clerk of the Board to return one (1) fully executed original of the license agreement with First United Methodist Church to the Public Works-Real Property Agent for transmittal to the licensor.

SOURCE OF FUNDING:

Social Services Fund

DISCUSSION:

DHHS-Children and Family Services desires to enter into a month-to-month license agreement with First United Methodist Church for use of rooms located at 520 Del Norte Street, Eureka, to conduct Child Welfare

Prepared by Michelle Tucker, ASO

CAO Approval Eleshia Keys

REVIEW:

Auditor MSM

County Counsel _____

Human Resources _____

Other _____

TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Fennell Seconded by Supervisor Bass

Ayes Sundberg, Fennell, Lovelace, Bohn, Bass

Nays _____

Abstain _____

Absent _____

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

Dated: July 19, 2016

By: Kathy Hayes

Kathy Hayes, Clerk of the Board

Services (CWS) child/parent visitations as scheduled by DHHS staff. The term of the license agreement will begin upon approval by the Board and will continue hence forward on a month-to-month basis, unless either party gives thirty (30) days written notice to terminate to the other party. The month-to-month term for the license agreement will not exceed July 31, 2021 unless approved in writing by DHHS (Licensee) and First United Methodist Church (Licensor).

The licensor will be responsible for providing janitorial services and agrees to furnish and pay for all charges for gas, refuse collection, electricity, water and sewer supplied to and used in the premises by DHHS. The licensor will provide and install fire extinguishers and will be responsible for maintaining the interior and exterior of the premises. DHHS will pay for its own telephone services.

FINANCIAL IMPACT:

The cost for the month-to-month license agreement may vary monthly; the annual estimated costs will not exceed \$ 13,000. Pursuant to the license agreement, the fee for use of a room shall be Twenty-Five Dollars (\$25.00) per visit, not to exceed four hours each visit. The costs associated with this license agreement have been budgeted in the approved budget for fiscal year 2016-17 in Fund 1160, Budget Unit 508 – Child Welfare Services in the amount of \$13,000. There will be no impact to the county's General Fund.

Approving this license agreement supports the Board's Strategic Framework by creating opportunities for improved health and safety, and protecting vulnerable populations.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose not to approve the license agreement with First United Methodist Church; however, this alternative is not recommended because DHHS will be obligated to find alternative adequate room space to conduct scheduled child/parent visitations.

ATTACHMENTS:

1. License agreement with First United Methodist Church, located at 520 Del Norte, Eureka (2 originals)

ORIGINAL

LICENSE AGREEMENT

This License is made and entered into this 19th day of July, 2016, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY, and First United Methodist Church, hereinafter referred to as LICENSOR.

WHEREAS, LICENSOR owns property located at 520 Del Norte Street, Eureka, California; and

WHEREAS, COUNTY desires to license premises for COUNTY use and LICENSOR desires to license the premises described herein to COUNTY;

NOW, THEREFORE, it is mutually agreed as follows:

1. **LICENSE**

LICENSOR gives its permission, subject to all the terms and conditions of this Agreement, for COUNTY to use 520 Del Norte Street, Eureka. 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 COUNTY 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 continue on a month-to-month basis, unless either party gives thirty (30) days written notice to terminate to the other party. This Agreement shall not exceed July 31, 2021 unless approved in writing by all parties.

4. **RENT**

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

Twenty-Five Dollars (\$25.00) for each session. Each session shall not exceed four (4) consecutive hours per day. COUNTY agrees to pay within 30 days of the date of

5. **USE OF PREMISES**

COUNTY intends to use the premises for parent/child visitation as scheduled by the Dept. of Health and Human Services.

6. **LICENSOR'S ACCESS TO PREMISES**

LICENSOR shall have reasonable access to the premises.

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

LICENSOR covenants and warrants that the premises have been constructed and any remodeling done in accordance with all local, state, and federal laws and regulations, including but not limited to, the Americans with Disabilities Act. LICENSOR further agrees to comply with any federal, state, or local licensing standards, any applicable accrediting standards, and any other applicable standards or criteria locally or by the state or federal governments.

LICENSOR shall supply and install fire extinguishers in compliance with current building and fire codes.

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.

8. **UTILITIES**

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

9. **JANITORIAL**

LICENSOR shall be responsible for janitorial services to the premises.

10. **MAINTENANCE**

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

- A. Any repairs caused by negligence of COUNTY personnel, its agents, officers,

or invitees.

The HVAC system shall be maintained and operated by LICENSOR to provide at least the quantity of outdoor air required by the State Building Standards Code, Title 24, California Administrative Code, in effect at the time the building permit was issued.

LICENSOR shall service fire extinguishers at least annually.

11. **IMPROVEMENTS AND ALTERATIONS**

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

COUNTY, at its own cost, may install in the premises the equipment needed for telecommunication system and computer terminals including, but not limited to, the following:

- A. Telephone cable
- B. Key system units
- C. Intercom system
- D. Telephones
- E. Answering machine

Upon termination of Agreement, COUNTY shall have the right to remove from the premises any such equipment installed by COUNTY.

12. **SMOKING**

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

13. **HOLD HARMLESS/INDEMNIFICATION**

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 attorney's 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, its agents, officers or invitees.

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 attorney's 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.

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.

14. **INSURANCE**

A. LICENSOR'S INSURANCE

1. THIS AGREEMENT 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.

2. Without limiting LICENSOR'S indemnification obligations 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 of 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:

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

c. 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.

B. COUNTY'S INSURANCE

1. Without limiting COUNTY'S indemnification obligations provided for 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 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 "All-Risk" Property Insurance for the contents of the property at this location.

c. Workers Compensation Insurance Compensation Coverage:

COUNTY certifies that COUNTY is aware of the provisions of 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 worker's compensation (or qualified self-insurance).

15. **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 cancelled, 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 16. 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 the COUNTY, and any insurance or self-insurance programs maintained by the 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 and 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 16. 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 attorney's 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.

16. 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: First United Methodist Church
520 Del Norte Street
Eureka, CA 95501

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

All insurance notices shall also be sent to:

County of Humboldt
Attn: Risk Management

825 Fifth Street, Room 131
Eureka, CA 95501

17. **ASSIGNMENT**

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.

18. **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.

19. **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.

20. **REAL PROPERTY TAXES**

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

21. **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, COUNTY reserves the right to forthwith terminate this Agreement upon written notice within seven (7) days following the date of loss.

22. **LICENSOR DEFAULT**

LICENSOR 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 LICENSOR. If the default cannot reasonably be cured within ten (10) days, LICENSOR shall not be in default of this Agreement if LICENSOR commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default.

23. **COUNTY'S REMEDIES ON LICENSOR'S DEFAULT**

COUNTY, at any time after LICENSOR is in default, can terminate this Agreement or can cure the default at LICENSOR'S cost. If COUNTY at any time, by reason of LICENSOR'S default, pays any sum or does any act that requires the payment of any sum, the sum paid by COUNTY shall be due from LICENSOR 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 LICENSOR. If LICENSOR fails to reimburse COUNTY as required by this paragraph, COUNTY shall have the right to withhold from future rent due the sum COUNTY has expended until COUNTY is reimbursed in full for the sum and interest on it. 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.

24. **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 LICENSOR of any general assignment for the benefit of creditors.
- B. The failure of LICENSOR to pay promptly when due all charges, fees, or other payments in accordance with this Agreement.
- C. The failure of LICENSOR to remedy any default, breach, or violation of county, municipal, federal and/or state laws or regulations by LICENSOR 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.

25. **LICENSE MODIFICATION**

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

26. **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.

27. **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 judgment is rendered.

28. **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.

29. **BREACH, REMEDY FOR**

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

30. **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.

31. **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.

(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]*

Title: *BOT Chair*

CITY OF EUREKA

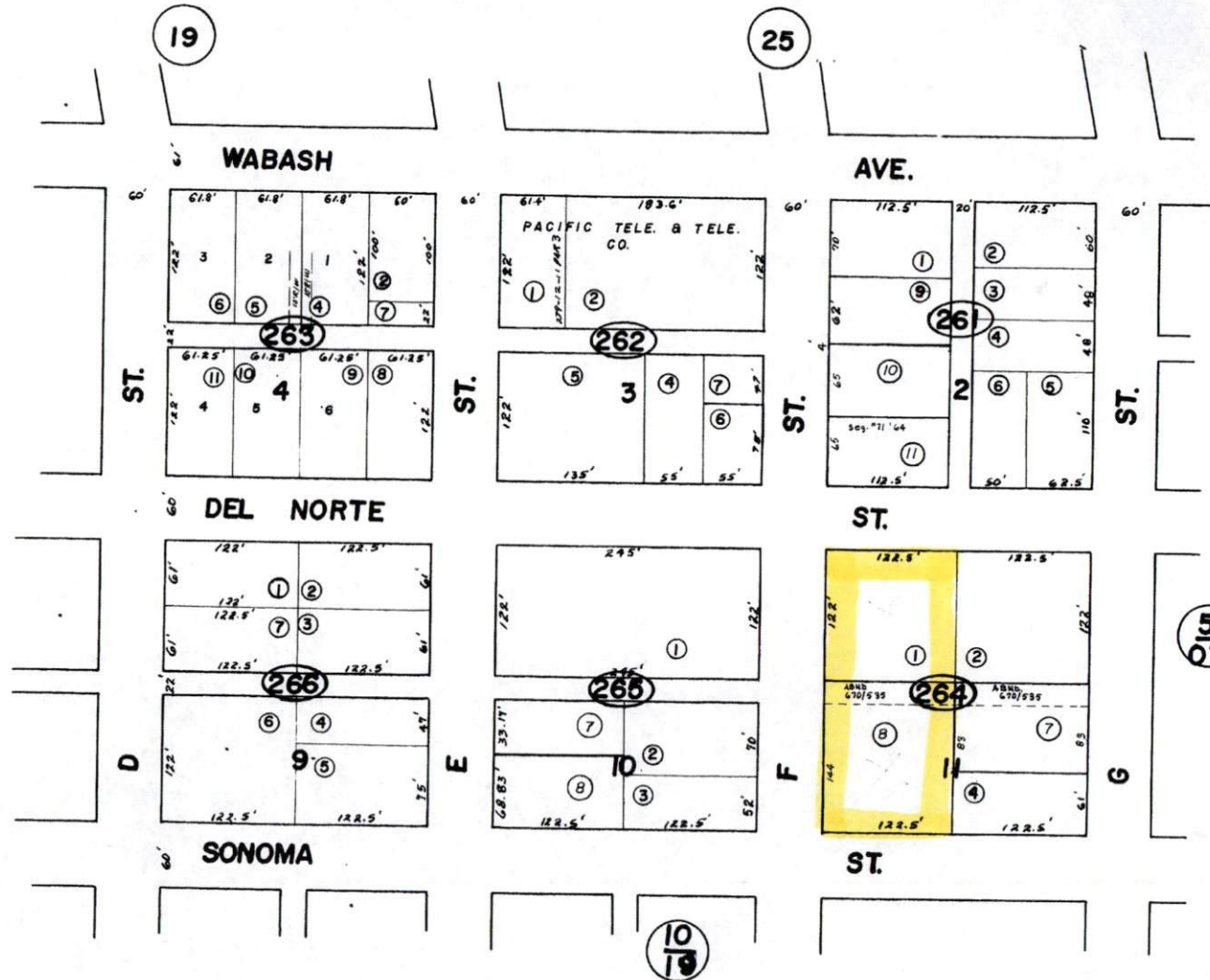
(PRARIE ADD.)

MAPS I P 42

4' GAP B & W P.C.S. 4-261-09 & 4-261-08
3' OVERLAP B & W P.C.S. 4-261-08 & 4-261-07

4-26
T.C.A. 3-00
1" = 100'

4/7/60 G.D.



780