

**LICENSE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND**

HEALY SENIOR CENTER OF SOUTHERN HUMBOLDT, INC.

This Agreement is made and entered into this ____ day of _____ 2022, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the Healy Senior Center of Southern Humboldt, Inc., a California nonprofit corporation, hereinafter referred to as LICENSOR, who agree to the following.

1. LICENSE:

Subject to the terms and conditions of this Agreement, LICENSOR hereby gives its permission for COUNTY to have exclusive use of the main meeting room of the premises located at 456 Briceland Road, Redway, California, on the second and third Wednesday of each month, between 5:00 pm and 7:00 pm.

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 herein

3. TERM:

The term of this Agreement shall commence on July 13, 2022 and shall continue on a month-to-month basis until either party gives thirty (30) days written notice of termination to the other party.

4. RENT:

COUNTY shall pay LICENSOR the sum of Two Hundred Twenty-Five Dollars (\$225.00) per month as rent for the use of the premises described herein. Any and all rental payments required pursuant to the terms and conditions of this Agreement shall be made in advance on the first day of each month.

5. USE OF PREMISES:

The premises, including, restroom and on-site parking facilities, shall be used by COUNTY for the purpose of providing a meeting space for the Garberville Veterans Association.

6. ACCESS TO PREMISES:

Subject to the terms and conditions of this Agreement, LICENSOR shall retain the right of access to, and use of, the premises described herein.

7. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

A. LICENSOR hereby covenants and warrants that the premises have been constructed, and any remodeling done, in accordance with any and all applicable local, state and federal laws, regulations and standards, including, without limitation, the Americans with Disabilities Act.

B. LICENSOR hereby agrees to comply with any and all applicable standards and criteria

established any local, state or federal governmental agency.

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

8. UTILITIES:

LICENSOR hereby 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 and communication services.

9. JANITORIAL:

LICENSOR shall be responsible for providing any and all necessary janitorial services to the premises described herein.

10. MAINTENANCE:

A. LICENSOR shall be responsible for maintenance of the exterior and interior of the building, except for: any repairs caused by the negligence of COUNTY personnel or sublicensees; and any repairs to, or installation of, COUNTY's phone, computers or security systems.

B. The Heating, Ventilation, and Air Conditioner ("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. The HVAC system shall be inspected each year by a qualified inspector. LICENSOR shall notify COUNTY when the inspection shall occur. LICENSOR shall provide COUNTY with a copy of the inspection report within two (2) days of receipt by LICENSOR. LICENSOR shall correct any problems found during the inspection within ten (10) days of the date of inspection. LICENSOR shall change the HVAC filters, and clean the HVAC vents, on a quarterly basis.

C. LICENSOR shall service fire extinguishers at least annually and as requested by COUNTY if more frequent service is needed.

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 without the prior written consent of LICENSOR. Such consent shall not be unreasonably withheld. Upon termination of this Agreement, COUNTY shall have the right to remove from the premises any such equipment installed by COUNTY.

12. SMOKING:

LICENSOR hereby agrees to comply with any and applicable provisions of Sections 971-1, *et seq.* of the Humboldt County Code, which require COUNTY-owned or licensed premises to remain smoke free.

13. INDEMNIFICATION:

A. Each party hereto shall hold harmless, defend and indemnify the other party, and its agents,

officers, officials, employees and volunteers, from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorneys' fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.

- B. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear its proportionate share of liability as determined in any such proceeding. In such cases, each party will bear its own attorneys' fees and litigation costs.
- C. Acceptance of the insurance required by this Agreement shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

14. INSURANCE REQUIREMENTS:

- A. Without limiting either party's indemnification obligations set forth herein, each party shall take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers 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:
 - 1. 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 One Million Dollars (\$1,000,000) per occurrence. 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. Said policy shall contain, or be endorsed with, the following provisions:
 - a. Each party, and its officers, employees, and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of the other party. The coverage shall contain no special limitations on the scope of protection afforded to the other party or its agents, officers, officials, employees and volunteers.
 - b. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) 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 (1) insured shall not operate to increase the limits of the insurer's liability.
 - c. The policies required hereunder shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice, or ten (10) days for non-payment of the premium, to the other party in accordance with the notice requirements set forth herein.
 - d. Any failure to comply with the requirements set forth herein, shall not affect coverage provided to OWNER, its officers, employees or agents.

2. By executing this Agreement, each party certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions in connection with any activities conducted pursuant to the terms and conditions of this Agreement.

B. Any and all notices regarding the insurance required pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

LICENSOR: Healy Senior Center of Southern Humboldt, Inc.
Attention: Loren Pancoast, Quartermaster
P.O. Box 1849
Redway, California 95560

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 or 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. 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 set forth herein.

LICENSOR: Healy Senior Center of Southern Humboldt, Inc.
Attention: Nick Vogel, Executive Director
P.O. Box 1849
Redway, California 95560

COUNTY: Humboldt County Department of Public Works – Real Property Division
Attention: Thomas K. Mattson, Director of Public Works
1106 Second Street
Eureka, California 95501

16. 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 has given its written consent.

17. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, LICENSOR certifies that it 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 subsequently becomes a Nuclear Weapons Contractor.

18. JURISDICTION AND VENUE:

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

19. RIGHT TO ERECT SIGNS:

COUNTY shall have the right to erect and maintain upon the premises all signs that it deems appropriate. LICENSOR shall cooperate with COUNTY in obtaining any variances from restrictions placed on the use of signs by local authorities. LICENSOR and COUNTY shall mutually agree as to the location, size and style of any signs.

20. REAL PROPERTY TAXES:

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

21. DESTRUCTION OF PREMISES:

- A. In the event the premises is 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.
- B. In the event the premises is destroyed in part by fire or other casualty, and a portion of said premises is still usable by COUNTY, 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 set forth herein.
- C. 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 then remaining rental for the unused portion of the term of this Agreement, LICENSOR shall have the option to rebuild or to terminate this Agreement. Such option shall be exercised by LICENSOR by notice in writing to COUNTY within seven (7) days following the date of loss. LICENSOR's option to rebuild shall not constitute a waiver of COUNTY's right to terminate this Agreement as set forth herein.

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. REMEDIES ON 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 receiving 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 provision, 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 herein are in addition to, and do not in any manner limit, other remedies set forth in this Agreement.

24. TERMINATION:

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

- A. The making by COUNTY or LICENSOR of any general assignment for the benefit of creditors.
- B. The failure of COUNTY or LICENSOR to pay promptly when due all charges, fees or other payments in accordance with this Agreement.
- C. The failure of COUNTY or LICENSOR to remedy any default, breach or violation of any applicable local, state or federal laws, regulations or standards by COUNTY or LICENSOR or its agents, officers, officials, employees or volunteers.
- 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 or LICENSOR with false or misleading information or misrepresenting any material fact on its application or documents or in its statement to or before COUNTY or LICENSOR, 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. RELATIONSHIP OF THE PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Each party shall be responsible for the acts and omissions of its agents, officers, officials, employees and assignees.

27. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its

obligations hereunder, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action 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 or LICENSOR of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

29. REMEDY FOR BREACH:

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

30. SURRENDER OF PREMISES:

Upon 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, 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 permitted assigns.

32. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

33. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

34. SEVERABILITY:

If any provision contained herein is declared by a court of competent jurisdiction to be void or unenforceable as written, the parties intend and desire that such provision be enforced and enforceable to the fullest extent permitted by law and that the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the balance of this Agreement.

35. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

36. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date of such amendment.

37. SURVIVAL OF PROVISIONS:

Portions of this Agreement are intended to survive any expiration or termination of this Agreement. Accordingly, all provisions hereof which contemplated performance after any such event shall so survive, as shall all indemnity and restoration obligations, and the right to exercise remedies for default.

38. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations between the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

39. COUNTERPARTS:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto, for all purposes.

40. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligation hereunder have been duly authorized.

[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- 1. CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- 2. SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

HEALY SENIOR CENTER OF SOUTHERN HUMBOLDT, INC.:

By: _____

Date:
6/9/2022

Name: James Hoff X

Title: Board President

By: _____

Date:
6/9/2022

Name: Cynthia Wendwalker X

Title: Board Secretary

COUNTY OF HUMBOLDT:

By: _____

Date:

Name: _____

Title: Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date:

Risk Management