

REVOCABLE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License") is entered into by and between the City of Lakeport, a California municipal corporation ("Licensor") and the County of Lake, a California County ("Licensee").

WHEREAS, Licensor is the owner or in possession of certain real property devoted to public safety and located at 2025 South Main St, Lakeport, CA 95453, more commonly known as the Lakeport Police Station, in the City of Lakeport, County of Lake, State of California, ("Real Property");

WHEREAS, Licensor is the owner or in possession of certain personal property devoted to public safety, including police and other public safety vehicles ("Personal Property");

WHEREAS, Licensee is a California County providing behavioral health services to individuals arrested, detained, under the control of, or contacted by Licensor, as well as other individuals found within the Licensor's jurisdiction ("Individuals");

WHEREAS, Licensor and Licensee desire to enter into this License to allow the Licensee to use Licensor's Real Property and Personal Property upon the terms and conditions set forth herein to provide mental and behavioral health services to Individuals;

NOW, THEREFORE, the Licensor and Licensee agree as follows:

1. **Grant of License.** Licensor hereby grants to Licensee a revocable license for Licensee to use Licensor's Real Property and Personal Property for the Permitted Use as set forth in Section 4 and subject to the terms, conditions and limitations contained herein. Licensee shall not use Licensor's Real Property and Personal Property for any purpose other than the Permitted Use as set forth in Section 4.

2. **Licensee Representations.** Licensee represents, declares and covenants that:

a. *Safe and Professional Service.* Licensee's employees, officers, subcontractors, agents, and volunteers have the legal right as well as the experience and professional skill to safely and professionally provide mental and behavioral health services to Individuals.

b. *Employees, Officers, and Volunteers.* Licensee will fully insure Licensee's employees, officers, and volunteers in any and all efforts related to the provision of mental and behavioral health services to Individuals.

3. **Term.** This Agreement shall be effective and binding upon the parties as of the date of the last signature hereon. This Agreement shall continue until terminated as provided by the provisions in Section 6.

4. **Permitted Use.** Licensee shall only use Licensors's Real Property and Personal Property for providing behavioral health services to Individuals ("Permitted Use"). Licensee shall use Licensors's Real Property and Personal Property in compliance with the terms, conditions and limitations contained herein. Licensee shall not use Licensors's Real Property and Personal Property for any other purpose.

5. **Conditions and Restrictions.** This License is subject to the following terms, conditions and limitations:

a. *Real Property Restrictions.* Licensee hereby accepts the use of Licensors's Real Property subject to all conditions, covenants and restrictions of record, and all applicable zoning, municipal, county and state laws, ordinances, regulations, policies and regulations, and any changes thereto, governing the use and occupancy of the Licensors's Real Property. Licensee is not permitted to use or enter the evidence room in Licensors's Real Property.

b. *Personal Property Restrictions.* Licensee hereby accepts the use of Licensors's Personal Property subject to all conditions and restrictions of record, and all applicable city, county, and state laws, ordinances, regulations, policies and regulations, and any changes thereto, governing the use of the Personal Property. Licensee may only use Licensors's Personal Property when accompanied by an employee, officer, and volunteer of Licensors. Licensors shall not operate any police or public safety vehicle of Licensors, but may accompany Licensors's employees, officers, and volunteers as a passenger only.

c. *Licensors's Rights.* Licensee shall use Licensors's Real Property and Personal Property subject the following: (i) Licensors's right to revoke this Agreement with or without cause pursuant to Section 6; (ii) Licensors's rights to enforce rules and regulations under this Agreement concerning the use of Licensors's Real Property and Personal Property; (iii) Licensors's right to disapprove any person, employee or entity retained by Licensee to conduct or perform the Permitted Use on Licensors's Real Property or Personal Property; (iv) Licensors's right to temporarily close any portion of Licensors's Real Property for maintenance purposes; and (v) Licensors's right to permanently close the entirety of Licensors's Real Property, or any portion thereof.

Licensee shall require and covenants that all Licensee's employees, officers, subcontractors, agents, and volunteers using Licensors's Real Property or Personal Property under Licensee's permitted uses shall meet the minimum background, training, and certification requirements imposed by the California Law Enforcement Telecommunications System ("CLETS"), the State of California, the Department of Justice, and the Federal Government as required on the effective date of this Agreement or as they may be amended. As provided in the CLETS Policies, Practices and Procedures Manual, the requirements include, but are not limited to:

i. State and FBI fingerprint-based criminal offender record information search;

ii. Each individual must sign a CLETS Statement form prior to operating or having access to CLETS computers, equipment or information; and

iii. All persons having access to Department of Justice/CLETS-provided information must be trained in the operation, policies and procedures of each file that may be accessed or updated.

d. *“As is” Condition.* Licensee agrees that it is accepting use of Licensor’s Real Property and Personal Property “as is” without any representation or warranty by Licensor, or Licensor’s officers, officials, employees or agents, express, implied or statutory, except as expressly provided herein, as to: (i) the nature or condition of Licensor’s Real Property and Personal Property, (including, without limitation, any design or natural defect of any kind or nature whatsoever), and (ii) the fitness of Licensor’s Real Property and Personal Property for Licensee’s intended use of same. Licensee is, or prior to their use of the Licensor’s Real Property and Personal Property will be, familiar with the Licensor’s Real Property and Personal Property. Licensee is relying solely upon, and will have conducted, its own, independent inspection, investigation and analysis of the Property as it deems necessary or appropriate.

e. *Hours of Use.* Licensee may use Licensor’s Real Property to provide behavioral health services to Individuals twenty-four (24) hours a day, seven (7) days a week.

f. *License Not a Lease.* This License does not constitute a lease. This License is a mere revocable license and Licensee is limited to the use of Licensor’s Real Property and Personal Property expressly and specifically described herein. Licensee disclaims any other interest that when coupled with the License herein granted would render it irrevocable.

g. *No Employment Relationship.* Licensee covenants that the use of Licensor’s Real Property and Personal Property by Licensee’s employees, officers, subcontractors, agents, or volunteers shall not establish, suggest, or indicate an employment, subcontractor, agency, or volunteer relationship between Licensee’s employees, officers, subcontractors, agents, or volunteers and Licensor.

h. *Safety Related Notice.* Licensee and Licensee’s employees, officers, subcontractors, agents, and volunteers shall immediately report to Licensor any unsafe or potentially unsafe condition(s) in Licensor’s Real Property or Personal Property or the use of Licensor’s Real Property or Personal Property. Licensee represents, declares and covenants that Licensee’s employees, officers, subcontractors, agents, and volunteers will be instructed and required to immediately report to Licensor any unsafe or potentially unsafe condition(s) in Licensor’s Real Property or Personal Property or the use of Licensor’s Real Property or Personal Property. Notice shall be given in the manner set forth in Section 14.

6. **Termination.** This License may be terminated by either party upon 30 days’ notice by delivering a written instrument terminating this License in the manner set forth in Section 14.

7. Mutual Indemnification.

a. *Licensor.* Licensor agrees to indemnify and hold harmless Licensee, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property caused by Licensor's negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Licensor, its officers, employees, volunteers, servants, agents, subcontractors, or anyone directly or indirectly employed by Licensor or its subcontractors, arising from or out of or in connection with any occurrence in, upon or at Licensor's Real Property or Personal Property, or any part thereof, except such loss or damage as is caused by the negligence, recklessness, or willful misconduct of Licensee. Such costs and expenses shall include reasonable attorneys' fees due to counsel of Licensor's choice, expert fees and all other costs and fees of litigation.

b. *Licensee.* Licensee agrees to indemnify and hold harmless Licensor, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property caused by Licensee's negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Licensee, its officers, employees, volunteers, servants, agents, subcontractors, or anyone directly or indirectly employed by Licensor or its subcontractors, arising from or out of or in connection with any occurrence in, upon or at Licensor's Real Property or Personal Property, or any part thereof, except such loss or damage as is caused by the negligence, recklessness, or willful misconduct of the Licensor. Such costs and expenses shall include reasonable attorneys' fees due to counsel of Licensee's choice, expert fees and all other costs and fees of litigation.

8. [Reserved]

9. Insurance. During the term of this Agreement, Licensee shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Licensee's use of Licensor's Real Property and Personal Property. Such insurance shall be of the types and in the amounts as set forth below:

a. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

b. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

c. Worker's Compensation insurance as required by the laws of the State of California.

10. **Waiver.** The waiver by Licensor of any breach by Licensee hereunder, or the failure on the part of Licensor to enforce any rights it may have hereunder, shall not constitute a waiver of any other or subsequent, similar, or different breaches, or a waiver of Licensor's power to enforce such rights.

11. **Assignment.** This License is personal to Licensee. Licensee agrees not to assign, sell, transfer, encumber, pledge or otherwise hypothecate any part of this License or Licensee's interest herein to any entity without the prior written consent of Licensor. Any purported assignment by Licensee of this License shall be prohibited and void and a basis for immediate termination of this License.

12. **Notice.** All notices, consents, requests, demands, approvals, waivers, and other communications desired or required to be given hereunder (referred to collectively as "notices") shall be in writing and signed by the party so giving the notice, and shall be effectively given or served: (i) on the date of personal service upon the person to whom it is directed; or (ii) on the date the notice is received or rejected provided it is sent prepaid, registered or certified mail, return receipt requested; or (iii) on the date the notice is delivered by a courier service to the address of the person to whom it is directed provided it is sent prepaid to the address of the person to whom it is directed. The addresses of the parties are:

To Licensor: CITY OF LAKEPORT
225 Park Street
Lakeport, CA 95453
Attn: City Manager

To Licensee: COUNTY OF LAKE
255 North Forbes Street
Lakeport, CA 95453
Attn: Behavior Health Administrator

Either party may, from time to time, change its address by giving written notice to the other party thereof in the manner outlined above.

13. **Governing Law; Venue.** This License shall be interpreted, enforced and governed by the laws of the State of California. Any legal action arising out of this License shall be filed and litigated in the Lake County Superior Court.

14. **Severability.** In case any one or more of the provisions contained in this License shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the remainder of the provisions of this License shall continue in full force and effect without impairment.

15. **Sole Agreement.** This License constitutes the sole agreement between Licensor and Licensee with respect to Licensee's use of Licensor's Real Property and Personal Property.

IN WITNESS WHEREOF, each of the parties has caused its authorized representative to execute duplicate original counterparts of this License.

"Licensor"
CITY OF LAKEPORT

"Licensee"
COUNTY OF LAKE

By: _____
Margaret Silveira, City Manager

By: _____
Todd Metcalf, Behavioral Health Administrator

Date: _____

Date: _____

Attest:

Attest:

By: _____
Kelly Buendia, City Clerk

By: _____
Clerk of the Board

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____
City Attorney

By:  _____
County Counsel

Date: _____

Date: 3-21-18