

## REVOCABLE LICENSE AGREEMENT FOR USE OF COUNTY FACILITIES

This Revocable License Agreement ("Agreement"), made and entered into on \_\_\_\_\_, ("Effective Date"), is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California ("County"), and **COMMUNITY DEVELOPMENT COMMISSION** ("Licensee"). County and, Licensee are sometimes collectively referred to herein as the "parties" and singularly, a "party."

### R E C I T A L S

WHEREAS, the County of Sonoma and many of the cities within the County have declared a Homeless State of Emergency due the number of residents who are living in unsheltered or unstable circumstances and due to the housing affordability crisis, which is driving homelessness and displacement of residents; and

WHEREAS, on March 2, 2020 and thereafter, the health office for the County of Sonoma has declared a public health emergency regarding the transmission of the novel coronavirus responsible for the disease known as COVID-19, ratified by the Board of Supervisors on March 4, 2020, pursuant to which the County Administrative Officer, in her capacity as the Emergency Manager, has authority to enter into emergency contracts; and

WHEREAS, housing displacement occurring during the Covid-19 Public Health and Local Emergencies would hinder individuals from complying with state and local directives to shelter in place, and would lead to increase spread of COVID-19, overburdening our healthcare system, and potentially resulting in loss of life; and

WHEREAS, County owns the building commonly known as the Guerneville Veterans Memorial Building,

WHEREAS, the Licensee desired to utilize said building for the purpose of providing homeless services, including showers and storage of personal belongings, to people in need; and

WHEREAS, on April 26, 2021` County and Licensee executed a letter agreement to allow Licensee's occupancy of the Guerneville Veterans Memorial Building for use as a Winter Shelter on a month-to-month basis through 6/30/21, and,

WHEREAS, the Licensee understands and agrees to implement, and ensure implementation of, all local Public Health Orders, CDC Guidelines, Risk Management protocols and protective measures to prevent COVID transmission associated with use of said building and agrees to assume all liability associated with such; and

WHEREAS, the County recognizes that entering into an agreement with the Licensee for the use of said building is in the best interest and health and safety of the general public of the County and specific populations thereof;

NOW, THEREFORE, in consideration of the mutual covenants and terms set forth herein, it is mutually agreed as follows:

### A G R E E M E N T

1. License. The County hereby grants Licensee a license, subject to all the terms and conditions of this Agreement, to use that portion of County real property described in Section 2 below.
2. Premises. Licensee is hereby permitted to use the County real property as specifically shown or described in **Exhibit A** attached hereto and made a part hereof ("Premises").
3. Non-exclusive License. The license herein granted is non-exclusive. County continues to maintain and control the Premises including, without limitation, leasing, sub-leasing, permitting and granting of additional licenses.
4. Term. The term of this Agreement ("Initial Term") shall commence on July 1, 2021, and expire at midnight on March 31, 2023, unless earlier terminated in accordance with Section 23 below.
5. Consideration. Licensee shall reimburse the County of Sonoma for the County's utility and maintenance costs resulting from use of said Premises as follows: Eleven Thousand Five Hundred and Sixty Nine Dollars (\$11,569) per month, no less than ten business days prior to the first day of each month during the Term.
6. **INTENTIONALLY OMITTED**
7. Use. Licensee's use shall be limited to uses and time limitations stated in **Exhibit B**. No other use shall be permitted. The rules and regulations attached hereto as **Exhibit C**, as well as such rules and regulations as may be adopted by County and provided to Licensee for the safety, care and cleanliness of the Premises and the building of which they are a part and the preservation of good order thereon are hereby expressly made a part hereof, and Licensee hereby agrees to comply with them. License shall be granted a key to access the Premises, subject to Licensee signing and abiding by a key acknowledgment form in form acceptable to County. Licensee shall be solely responsible for any and all operational requirements required by County or by County's Permit & Resource Management Department ("PRMD"), including without limitation, those required by the Americans with Disabilities Act. Premises and equipment used by Licensee shall be cleaned and disinfected twice a day in strict accordance with all Covid-19 health order requirements and protocols. Notwithstanding anything stated herein, Licensee shall comply with and be solely responsible for compliance with all applicable health orders, guidance, and best practices with regarding to its use of the Premises, including as to social distancing and all disinfecting requirements. Licensee acknowledges receipt of and agrees to comply the most current version of the Centers for Disease Control (CDC) guidance set forth at [COVID-19 Guidance for Shared or Congregate Housing](#), which may be revised from time to time.

Licensee shall be solely responsible, at its sole cost and expense, for all use-related supplies, including soap, toilet paper, seat covers, paper towels, towel service, and other restroom and shower supplies and services.
8. Utilities/Repairs/Maintenance. Licensee shall reimburse County for the cost of any repair(s) that is needed to the Premises arising out of or in connection with Licensee's use of or access to the Premises or any use or access by licensee's officials, employees, agents, permittees, or licensees. Reimbursements due to County for the cost of any such

repair shall be paid to County within thirty (30) days of receipt of invoice by Licensee for said repairs.

9. Equipment Installation and Operation. ***INTENTIONALLY OMITTED***
10. Taxes. Licensee agrees to pay any and all lawful taxes, assessments, or charges which may at any time be levied by any public entity upon any improvements made as a result of this Agreement.
11. Possessory Interest. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.
12. Compliance with Laws. Licensee has represented to County and hereby warrants that Licensee has complied with all laws applicable to the acceptance and use of the license herein granted. Licensee shall observe and comply at all times with all applicable federal, state and county statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the Premises, including all requirements of the County of Sonoma Department of Public Health. Licensee understands that this Agreement solely grants Licensee permission to use the Premises and is granted by County solely in its proprietary capacity as owner of the Premises. Obtaining any permits or additional permissions required by any entity or agency, including County, as a condition for Licensee to lawfully and properly use the Premises as contemplated by this Agreement shall be the sole responsibility of Licensee. Nothing in this Agreement shall be construed as regulatory permission for the usage of the Premises by Licensee for such purposes.
13. Waste; Nuisance. Licensee shall not commit, suffer, or permit the commission by others of: (i) any waste or nuisance on the Premises; (ii) any action or use of the Premises which interferes or conflicts with the use of the Premises by County or any authorized person; or (iii) any action on the Premises in violation of any laws or ordinances.
14. Inspection. County shall be permitted to enter and inspect the licensed Premises at any and all times.
15. Extent of Grant of License. This Agreement and the license herein granted are granted in County's proprietary capacity only as land owner of the Premises and in no way in County's separate regulatory capacity. Acquisition of any other necessary permits or entitlements for use are the responsibility of Licensee. **NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.**
16. Deposit Refund. Licensee agrees that the deposit, if any be required, made upon execution by Licensee of this Agreement shall not be refundable for any reason unless County, in its absolute discretion, determines such a refund in whole or in part, to be warranted.
17. Bankruptcy. In the event of bankruptcy of Licensee or writ of attachment of execution against Licensee, this Agreement shall, at the option of the County, immediately terminate.

18. Premises “As-Is”. Licensee hereby agrees to accept the Premises in its “as-is” physical condition and its “as-is” state of repair, and acknowledges having had sufficient opportunity to inspect and conduct adequate due diligence as to the Premises and the suitability thereof.

- 18.1 Accessibility Assessment. In accordance with California Civil Code section 1938, County hereby states that the Premises has not been inspected by a Certified Access Specialist (CASP).

Further, pursuant to California Civil Code section 1938(e), County is required to state: “A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

19. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys’ fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Licensee or Licensee’s sublicensees or permittees, arising out of or in connection with this Agreement or Licensee’s, or its sublicensees’ or permittees’, use of or access to the Premises or any use or access by Licensee’s officials, employees, agents, permittees, or licensees. County shall in no case be liable for any claim or otherwise with regard to the admission to or exclusion from the building or Premises of any person. Licensee agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to any such use or access of the Premises. Licensee’s obligations under this Section apply whether or not there is concurrent or contributory negligence on County’s part, but to the extent required by law, excluding liability due to County’s conduct. If there is a possible obligation to indemnify, Licensee’s duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Licensee, subject to Licensee’s approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers’ compensation acts, disability benefits acts, or other employee benefit acts.
20. Insurance. With respect to the rights granted hereunder, Licensee shall maintain and shall require all of its subcontractors to maintain insurance as described in **Exhibit D** attached hereto and made a part hereof.

21. Liability for Loss or Damage to Property. Licensee shall be liable to County for any loss or damage to the Premises arising from or in connection with Licensee's use of or access to the Premises or any use or access by any of Licensee's officials, employees, agents, permittees, or licensees. County shall not be responsible for any theft or other loss of property at or alleged to have occurred at the Premises.
22. Nondiscrimination. In the performance of this Agreement, Licensee shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability.
23. Termination by County. County may terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice to Licensee.
24. 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 the 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 thereto. County may withhold its consent for any reason. Notwithstanding, County consents to Licensee sublicensing or otherwise allowing West County Community Services, a non-profit corporation ("Sublicensee") to operate the homeless services and showering program allowed hereunder, on condition that Sublicensee comply with all terms and conditions stated herein applicable to the Premises, including without limitation all use, control, and Covid-19 related distancing, cleaning, and disinfecting requirements.
25. Provisions are Conditions of Use/Occupancy. Each provision of this Agreement shall be deemed a condition of the right of Licensee to use or continue to occupy the Premises. Notwithstanding anything stated to the contrary herein, if Licensee fails to perform any provision of this Agreement at the time and in the manner herein provided, County may at its option immediately terminate this Agreement; this right to terminate shall be cumulative to any other legal right or remedy available to County.
26. Licensee to Act in Independent Capacity. Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of County.
27. License Not a Lease. This Agreement does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the use of the Premises expressly and specifically described above. If access routes are not specifically described in Section 2 of this Agreement, Licensee shall be entitled to use only the access route(s) designated by the County. Licensee shall have no right or privilege in any respect whatsoever to use any other part of the property of County for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.
28. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to COUNTY: County of Sonoma  
General Services Department  
Attn. Real Estate Manager  
2300 County Center Drive, Suite A200  
Santa Rosa, CA 95403

If to LICENSEE: Community Development Commission  
(CDC)  
Att: Administrator  
1440 Guerneville Road, Building F  
Santa Rosa, CA 95403

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 28.

29. No Continuing Waiver. The waiver by County of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.
30. Surrender. Upon the expiration or sooner termination of this Agreement, Licensee, at its sole cost and expense, shall remove, revise, or relocate such of its structures and equipment as is designated by County, restore the Premises to its original condition, and vacate the Premises. Should Licensee neglect to restore the Premises to a condition satisfactory to County, County may perform such work or have the work performed, and Licensee shall immediately reimburse County for all direct and indirect costs associated with such work upon receipt of a statement therefor.
31. General Provisions.
  - 31.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.
  - 31.2 Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement, or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.
  - 31.3 Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
  - 31.4 Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.

- 31.5 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 31.6 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. County and Licensee agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Licensee and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Licensee and County further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 31.7 Relationship. The parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.
- 31.8 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

**LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES TO BE BOUND BY ALL SAID TERMS AND CONDITIONS.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

“LICENSEE”: COMMUNITY DEVELOPMENT  
COMMISSION

By:  \_\_\_\_\_

Print Name: David A. Kiff

Title: Interim Executive Director

Approved as to form for CDC:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged: WEST COUNTY COMMUNITY SERVICES

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

“COUNTY”:

COUNTY OF SONOMA, a political  
subdivision of the State of California

By: \_\_\_\_\_

Sheryl Bratton  
County Administrator

The County Administrator is authorized to execute this Agreement pursuant to the Sonoma County Board of Supervisor’s ratification and declarations of local emergency related to the Covid-19 pandemic, including pursuant to “Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Ratifying The Declaration Of Local Health Emergency Due To The Potential Introduction of COVID-19 In The County of Sonoma, And Ratifying The Proclamation Of A Local Emergency Due The Potential Introduction of COVID-19 In The Sonoma County Operational Area,” dated March 4, 2020.

APPROVED AS TO FORM  
FOR COUNTY:

\_\_\_\_\_  
Deputy County Counsel

CERTIFICATE OF INSURANCE  
ON FILE WITH DEPARTMENT:

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_



## **Exhibit A**

### **Description/Depiction of the Premises and Fencing Area**

Premises shall be those areas of the Guerneville Veteran's Building known as the Bathrooms (including showers), and the Lobby, Auditorium, the Club Room, Ramparts Room, and the Kitchen, including a portion of the parking lot immediately adjacent to and on the western entrance of the Building. Licensee understands that this Agreement does not include use of the Conference Room. Licensee may erect fencing on the parking lot portion of the Premises, subject to County approval of fencing location, design, and security.

Storage facilities in the vicinity of the Premises may be made available by the County. In such case it will be the responsibility of the Licensee to maintain such facilities.

## **Exhibit B**

### Schedule for Use of the Premises

As permitted and upon the commencement date stated in the Agreement, Licensee may use the Premises for Homeless Services including showers. County will make reasonable efforts to avoid conflicting uses. Any matters that cannot be resolved between parties shall be resolved by the County, whose decision shall be final.

## **Exhibit C**

### **RULES AND REGULATIONS**

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of the building of which the Premises are comprised or are a part without the written consent of County first had and obtained, and County shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Licensee.
2. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Licensee by a person approved of by County.
3. Licensee shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises. Licensee shall not, without prior written consent of County, sunscreen any window.
4. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Licensee or used for any purpose other than for ingress to and egress from the Premises.
5. Licensee shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises.
6. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Licensee.
7. Licensee shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.
8. No furniture, freight or equipment of any kind shall be brought into the Premises without the prior notice to County, and all moving of the same into or out of the building of which the Premises are comprised or are a part shall be done at such time and in such manner as County shall designate. County shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Premises and also the times and manner of moving the same in and out of the Premises. Safes or other heavy objects shall, if considered necessary by County, stand on support of such thickness as is necessary to properly distribute the weight. County will not be responsible for loss of or damage to any such safe and property from any cause, and all damage done to the building by moving or maintaining any such safe or other property shall be repaired at the expense of Licensee.
9. Licensee shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the County or other occupants of the building of which the Premises are comprised or are a part by reason of noise, odors and/or vibrations, or interfere in any way with other occupants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises. Disability assistance animals shall, however, be permitted in the Premises.

10. Premises shall not be used for commercial purposes, including any vending, nor for any improper, objectionable or immoral purposes.
11. Licensee shall not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or other hazardous material, or use any method of heating or air conditioning other than that supplied by County.
12. County will direct electricians as to where and how telephone and telegraph wires, if any, are to be introduced. No boring or cutting for wires will be allowed without the consent of County. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of County.
13. Except as described at Exhibit B, Licensee shall have access to the Premises and the restrooms in the building on a 24 hour basis, seven days per week. County may limit access to the building of which the Premises are a part, or to the halls, corridors, or stairways in the building, or to the Premises with 24 hour advance notice. In case of invasion, mob, riot, public excitement, or other commotion, County reserves the right to prevent access to the Premises during the continuance of the same by closing of the doors or otherwise, for the safety of the occupants and protection of property in the building and the building.

In the case of flooding, severe weather or declared emergencies the County may without notice terminate the agreement and take immediate possession of the Premises for any use deemed necessary by the County in its sole and exclusive opinion. Such use may, but not shall not be required to include: storage and/or distribution of emergency supplies and equipment, temporary shelter for individuals and/or the general public; distribution and/or service of food, meals, clothing, bedding, etc. to individuals and/or the general public.

14. County reserves the right to exclude or expel from the Premises any person who, in the judgment of County, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these rules and regulations or the Agreement to which these rules and regulations are made a part.
15. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the County.
16. County shall have the right, exercisable without notice and without liability to Licensee, to change the name and street address of the building of which the Premises are comprised or are a part.
17. Licensee shall not disturb, solicit or canvass any occupant of the building of which the Premises are comprised or are a part and shall cooperate to prevent same.
18. Without the written consent of County, Licensee shall not use the name of the building of which the Premises are comprised or are a part in connection with or in promoting or advertising the business of Licensee except as Licensee's address.
19. County shall have the right to control and operate the public portions of the building of which the Premises are comprised or are a part and the public facilities and heating and

air conditioning, as well as facilities furnished for the common use of the occupants, in such manner as it deems best for the benefit of the occupants generally.

20. All exterior entrance doors shall be secured and locked each day after daily services/showering program closure and at all times when the Premises are not in use. All doors opening to public corridors (hallways) shall be kept closed except for normal ingress and egress from occupied spaces.
21. Licensee shall conform to all County of Sonoma requirements in regards to safe food preparation and handling. Additionally, Licensee shall provide to the County copies of all required permits for food service.

