

**REVOCABLE LICENSE AGREEMENT FOR USE OF  
COUNTY POOL FACILITIES**

**LI-SPI-2023-019**

This Revocable License Agreement (this "Agreement"), entered into on \_\_\_\_\_, 2023 (the "Effective Date"), is made by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California ("County"), and **CITY OF CLOVERDALE**, a municipal corporation ("Licensee"). County and Licensee are sometimes collectively referred to herein as the "Parties" and singularly, a "Party."

**RECITALS**

**WHEREAS**, County owns the swimming pool located adjacent to the Cloverdale Veterans Memorial Building at 205 West First Street, Cloverdale, CA 95425 (the "Pool");

**WHEREAS**, Licensee has previously operated the Pool and desires to continue operating the Pool for the benefit of the general public; the Parties recently cooperated to plan, fund and install a solar heating system to provide for a longer season of operations of the Pool; and

**WHEREAS**, to facilitate the activities of Licensee, the County is willing to provide for regular and recurring use of the Pool and associated areas, subject to terms and conditions of this Agreement and otherwise in accordance with applicable law.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby recognized, it is mutually agreed as follows:

**AGREEMENT**

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: The Pool located adjacent to the Cloverdale Veterans Memorial Building ("Building") in the City of Cloverdale, California, together with the areas adjacent to and designed to be used with the Pool, which areas are surrounded by fence enclosing said Pool and including that easterly portion of the Building wherein are located the entry, hallway, attendant's quarters, storage quarters, and boy's/men's and girl's/women's dressing rooms and restrooms used in conjunction with the operation of the Pool (collectively the "Premises") as more particularly shown at **Exhibit A**. Licensee shall also enjoy the use together with others of the common driveway and parking area located on the Building grounds.
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. County will make reasonable efforts to avoid conflicting uses. Any matters that cannot be resolved between the Parties shall be resolved by the County, whose decision shall be final.

- 3.1 It is understood that from time to time the Cloverdale School District uses the Pool by arrangement with Licensee. On those occasions when the school district uses the Pool, the school district shall be subject to the same obligations and limitations applied to Licensee in **Sections 2-4, 7, 9-14 and 16-29**, and these **Sections** shall be specified and incorporated in the agreements between Licensee and the School District.
- 3.2 County authorizes Licensee to contract with the Sonoma County YMCA to provide the necessary personnel to operate the Pool during the "Term" of this Agreement as defined below. City shall use good faith efforts to ensure the Pool is used efficiently and with the aim for greatest feasible economic use. Such consent shall not operate to release Licensee from its obligations under this Agreement, including but not limited to Licensee's indemnity obligations regarding its activities and the activities of the Sonoma County YMCA and other sub-licensees. Sonoma County YMCA shall be subject to the same obligations and limitations applied to Licensee in **Sections 2-4, 7, 9-14 and 16-29**, and these sections shall be specified and incorporated in the Agreements between Licensee and the Sonoma County YMCA.
4. **Term.** The term of this Agreement ("Term") shall be for a period of five (5) years commencing on July 1, 2023, and expiring on midnight June 30, 2028. Either Party may terminate earlier in accordance with **Section 21** below.
5. **Consideration.** As consideration of use of the Premises, Licensee agrees to pay County the sum of Three Thousand Hundred Dollars (\$3,500.00) annually at the commencement of the Term of this Agreement. County will invoice Licensee annually in November, which amount shall be payable in full within 30 days of Licensee's receipt of invoice for said annual consideration. Annual consideration for the Premises shall increase by Two percent (2.0%) on July 1 for each year of the Term commencing in 2024.
6. **Licensees Obligations.**
- 6.1 At its sole cost and expense, Licensee shall maintain the Premises in good order and condition. Licensee shall notify County of any mechanical malfunction of pool equipment immediately. Licensee, County and Pool operator shall meet monthly to discuss and evaluate the maintenance and operation of the Pool and the solar heating system. County and Licensee agree to work cooperatively to maintain the landscape on the grounds of the Building.
- 6.2 Licensee shall make regular inspections of the grounds of the Building and notify County of any vandalism or maintenance needs.
- 6.3 At its sole cost and expense, Licensee shall either perform the following directly by or ensure are performed by Licensee's contracted Pool operator:
- 6.3.1 Vacuum the swimming pool daily, and shall conduct its operation in said Premises in accordance with the best practices and procedures for the operation of public swimming pools.
- 6.3.2 Arrange and pay for all janitorial services needed for the Pool, deck and restrooms/showers associated with the Premises.
- 6.3.3 Daily cleaning/disinfecting of the Pool water, daily monitoring of water chemistry, and daily cleaning of the Pool and decks.

- 6.3.4 Keep all facilities, including the Pool, bathhouse, deck area, and fenced Pool area shall be kept in a neat, safe, hazard-free, and clean condition at all times and shall meet all health department regulations.
- 6.3.5 Regarding general cleanup: Parking lots will be swept by Licensee as part of Licensee's bi-weekly street sweeper route.
- 6.3.6 Regarding groundcover maintenance: Weeds will be removed from planters and beds manually or chemically when approved by County.
- 6.3.7 Groundcovers will be edged or clipped as needed to maintain a neat and clean appearance. Edging will include the maintenance of "tree wells" to prevent groundcovers from becoming tree parasites.
- 6.3.8 Paved surfaces will be cleaned of groundcover maintenance debris at the end of each service day.
- 6.3.9 Shrubs will be pruned or trimmed to maintain safety, structural strength, and accentuate the plants' natural forms and features within the limitation of space and height permitted. In general, selective hand pruning will be the normal practice as performed historically and coordinated with County maintenance staff.
- 6.3.10 Regarding irrigation maintenance, the irrigation system will be programmed to provide water according to plant and turf requirements based on weather and soil conditions. Controllers will be set for early morning operation (before 6:00 am). All irrigation hardware will be kept free of vegetation, debris, and other foreign material obstruction proper operation.
- 6.3.11 Vandalism and other major damages or breakdowns of the irrigation hardware, ordinary wear and tear, will be reported promptly to County, and in any event no later than 48 hours after Licensee becomes aware of them.
- 6.3.12 Inefficiencies in the operation of the irrigation system will be promptly reported to County, and in any event no later than 48 hours after Licensee becomes aware of them.

## 7. Use.

- 7.1 Licensee's use shall be limited to the operation of the Pool for the beneficial use of the public throughout the Term of this Agreement. Licensee shall provide all labor and material necessary to such operation.
- 7.2 Licensee hereby acknowledges that it has examined and accepts the said Premises in their present order and condition and hereby undertakes the operation of said Premises.
- 7.3 Regarding concessions operations: It is agreed that Licensee may conduct and operate at the Premises such concessions for the sale of soft drinks, candy and similar items, as are customary in the operation of a public swimming pool. Licensee shall be entitled to all proceeds from the sale of such concessions.
- 7.4 Regarding Public Use Fees: It is agreed that the rates to be charged to the

public for admission to and use of the Premises shall be established by Licensee but shall be communicated and subject to approval by the County Director of Public Infrastructure Department. Additional rate increases during the term of this Agreement shall be communicated to, and approved by, the Director of County Public Infrastructure.

- 7.5 Licensee shall keep and maintain full and complete records showing all income derived by Licensee from any public use fees and concessions operated in and about said Premises, and all expenses incurred in such operation. Licensee, upon request of the County, shall provide to County an accounting of all such income and expenses. Said accounting shall be delivered within thirty (30) days following the request of County.
- 7.6 No other use shall be permitted except as outlined in this Agreement. The Rules and Regulations set forth at **Exhibit B** shall apply to Licensee's use and are 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 there on are hereby expressly made a part hereof, and Licensee hereby agrees to comply with them.
- 7.7 Licensee shall ensure that at all times throughout the performance of the services by YMCA or other operator for Licensee: (i) YMCA, its employees and any subcontractors shall comply with all laws and regulations, including, but not limited to California Penal Code Section 11166.5 (concerning reporting responsibilities of those that work with children) and California Health and Safety Code section 116033 (concerning public swimming pool instruction); (ii) that YMCA employees and subcontractors engaged in performance of the Services are qualified, legally authorized and properly supervised so as to ensure the safety of all program participants; and (iii) to the extent applicable under current health codes or public health orders, YMCA commits to meeting or exceeding any modified Business Mitigation Practices put into place by the County of Sonoma to prevent the spread of infectious diseases including COVID-19 and any variants.

8. Utilities/Repairs/Maintenance.

- 8.1 It is understood by the Parties that there are no separate meters of electricity, gas and water services provided at the licensed Premises and the balance of the Veterans Memorial Building, but that utility services are provided to the entire Veterans Memorial Building and pool through the same meters. It is agreed that County shall pay when due all charges for electricity, gas, sewer and water servicing the Premises.
- 8.2 Licensee shall reimburse County for the cost of any repair(s) to the Premises that are a result of Licensee's or its licensee's or permittee's negligence or willful acts.
- 8.3 Reimbursements due to County for the cost of any repair needed as a result of Licensee's negligence or willful acts shall be paid to County within thirty (30) days of receipt of invoice by Licensee for said repairs.
- 8.4 County shall be responsible for the administration of a preventative maintenance program for the swimming Pool, and may at its election contract

with a third party for the same.

8.5 County shall arrange and pay for any extraordinary maintenance and repair of the Pool and related infrastructure, which it currently provided through a third party pool maintenance vendor under contract with County.

8.6 County shall pay for the maintenance of the solar heating system.

9. Improvements/Alterations. All structures and improvements comprising or existing on the Premises on the Effective Date are owned by County, including without limitation, the solar heating system for the Pool installed in about 2019. No improvements, structures, or installations shall be constructed or installed on the Premises, and the Premises may not be altered, without prior written approval by County.
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, licenses 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 valid only to the extent of County's jurisdiction as a landowner 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".
- 18.1 Licensee hereby acknowledges that neither the County nor anyone acting for or on behalf of the County, has made any representation, warranty or promise to Licensee concerning the physical aspects or condition of any portion or part of the Premises or improvements; or the feasibility, desirability or convertibility of the Premises for any particular use; or the zoning, building or land use restrictions applicable to the Premises; or the projected income or expenses for any of the Premises; or the conditions of the soil, subsoils, ground water, or surface waters; or the presence or absence of any toxic waste or hazardous substances or material, and that by entering into this Agreement has not relied on any representation, statement or warranty of the County, or anyone acting for or on behalf of the County, and that all matters concerning the Premises shall be independently verified by Licensee, and that Licensee shall license the Premises on Licensee's own examination thereof, AND THAT LICENSEE IS LICENSING THE PREMISES IN ITS "AS IS" PHYSICAL CONDITION AND "AS IS" STATE OF REPAIR.
- 18.2 Licensee does hereby waive and the County does hereby disclaim all warranties of any type or kind of description but not limitation, those of fitness for particular purpose, tenantability, habitability and use. Licensee hereby expressly waives any and all claims for damages or for rescission or cancellation of this Agreement because of any representations made by the County or by any agent of the County. Licensee acknowledges that it has had sufficient time to conduct all inspections, reviews and studies of the Premises that Licensee may deem necessary. Licensee hereby expressly assumes the risk that adverse physical conditions and the full extent thereof, may not be revealed by Licensee's inspections, reviews and studies of the Premises.
- 18.3 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 negligence on County's part, but to the extent required by law, excluding liability due to County's gross negligence or intentional misconduct. 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. This indemnification obligation shall survive the expiration or earlier termination of this Agreement.
20. **Insurance.** Licensee shall maintain and shall require all of its contractors to maintain insurance as described in **Exhibit C** 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 ten (10) days prior written notice to Licensee. Licensee may terminate this Agreement for any reason upon conclusion of the then current swim season, upon ninety (90) days prior notice to County.
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.

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  
Public Infrastructure  
Attn. Real Estate Manager  
2300 County Center Drive, Suite A200  
Santa Rosa, CA 95403

If to LICENSEE:               City of Cloverdale  
Attn. David Kelley, City  
Manager  
  
124 North Cloverdale Blvd.  
Cloverdale, CA 95425  
[dkelley@ci.cloverdale.ca.us](mailto:dkelley@ci.cloverdale.ca.us)  
Phone: 707-894-1710

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, return all key/access cards, 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.

- 31.9 Separate Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the Parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing Party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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

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

“LICENSEE”: CITY OF CLOVERDALE  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The Director of Sonoma County Public Infrastructure is authorized to execute this Agreement based on the approval of the Board of Supervisors provided in that certain Board Summary Report Item \_\_\_\_\_, approved on \_\_\_\_\_, 2023.

“COUNTY”: COUNTY OF SONOMA, a political  
subdivision of the State of California  
By: \_\_\_\_\_  
Johannes Hoevertsz  
Director of Public Infrastructure

APPROVED AS TO FORM  
FOR COUNTY:

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

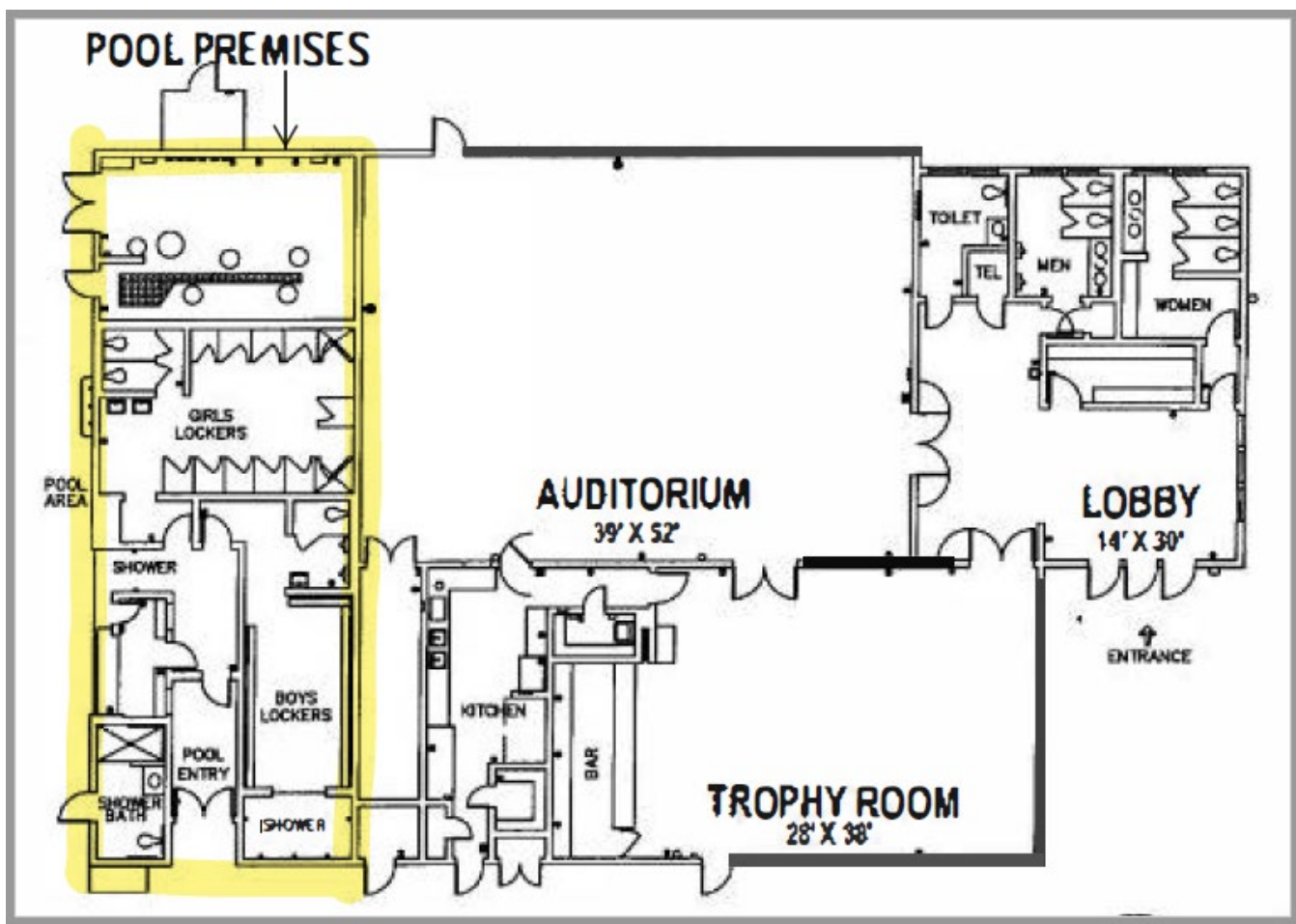
CERTIFICATE OF INSURANCE  
ON FILE WITH DEPARTMENT:

Reviewed by:\_\_\_\_\_Date:\_\_\_\_\_

## Exhibit A

### Description/Depiction of the Premises

Premises shall be those areas of the Cloverdale Veteran's Building known as the Pool, together with the areas adjacent to and designed to be used with said swimming pool, which areas are surrounded by fence enclosing said pool and including that easterly portion of the Building wherein are located the entry, hallway, attendant's quarters, storage quarters, and boy's/men's and girl's/women's dressing rooms and restrooms used in conjunction with the operation of the Pool and depicted below.



## **Exhibit B**

### **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. Licensee shall comply with the Key Privilege agreement provided by the County attached hereto as Attachment 1.
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, except as expressly authorized in this license agreement, 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. Licensee shall have access to the Premises 24/7 for the permitted uses. 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. To the extent applicable to this license agreement, Licensee shall conform to all County of Sonoma requirements in regard to safe food preparation and handling. Additionally, Licensee shall provide to the County copies of all required permits for food service.

Attachment 1 to Rules and Regulations  
Key Privilege Acknowledgment

**Facility: Cloverdale Veterans Building Pool**

**Date:**

**Licensee/Recipient Organization: City of Cloverdale**

In exchange for being granted the privilege of a key to the subject facility, the above-specified organization acknowledges:

1. Only a designated representative of the organization may possess and use this key. The key shall not be given to or allowed to be used by any other person;
2. The key may not be duplicated or otherwise copied;
3. Access to the facility is controlled because the facility is County property, with equipment and other property, including that of other facility users, that needs to remain secure;
4. The organization is responsible and shall be liable for all use of this key, and for all persons who enter the facility as a result of such use;
5. Upon leaving the facility after any access for which the key was used, the organization is responsible and shall be liable for locking and otherwise securing all doors accessed with the key;
6. The County reserves the right at any time to change keying systems or to modify locks at any individual door(s), and accordingly may change or provide different keys subject to reasonable notice under the circumstances;
7. Loss of this key will be subject to replacement, re-keying, and other related charges, which shall be the organization's responsibility;
8. Neither this key or the grant of this key confers any right, privilege, or exemption from obtaining authorization, license, and all other required permission(s) from County for the use or activity for which the key may be used;
9. The County may revoke this privilege in its discretion for any reason at any time, and in such event the key shall be immediately returned to County;
10. Any accessing of the facility in violation of the above provisions may constitute trespass and will be subject to prosecution to the fullest extent of the law; and
11. Misuse of any key or violation of any of the above provisions shall be cause for denial of future key privileges and for invoking the rights and remedies available under the organization's license for use of the facility.

Said key is being given solely in order for the organization to access the licensed Premises in the facility, including all related ingress and egress. Absent other written authorization, access to any other facility area through use of the key is strictly prohibited.

The above terms and conditions and receipt of the key are hereby acknowledged:

\_\_\_\_\_  
Organization:

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

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



### **Exhibit C**

#### **Section I: Insurance to be maintained by Licensee**

Licensee shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

#### **Workers Compensation and Employers Liability Insurance**

- a. Required if Licensee has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Licensee currently has no employees, Licensee agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

#### **General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Licensee.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Licensee is responsible for any deductible or self-

insured retention and shall fund it upon County's written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.

- d. **The County of Sonoma, its officers, agents, and employees**, shall be endorsed as additional insureds for liability arising out of Licensee's ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy shall cover inter-insured suits between County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.
- g. **Required Evidence of Insurance:**
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

#### **Automobile Liability Insurance**

*(Required if (1) autos are used in the event or activity; or (2) the activity involves substantial loading and unloading of property.)*

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. *(Required if Licensee owns vehicles.)*
- c. Insurance shall apply to all hired and non-owned autos.
- d. **Required Evidence of Insurance:** Certificate of Insurance.

### **Section II – Insurance to be Maintained by subcontractors and operators**

#### **Workers Compensation and Employers Liability Insurance**

- a. Required if Licensee has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. **Required Evidence of Insurance:**
  - i. Subrogation waiver endorsement; and
  - ii. Certificate of Insurance.

If subcontractor currently has no employees, subcontractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

## **General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If subcontractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by subcontractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Subcontractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether subcontractor has a claim against the insurance or is named as a party in any action involving the County.
- d. **The County of Sonoma, its officers, agents, and employees and the City of Cloverdale, its officers, agents, and employees** shall both be endorsed as additional insureds for liability arising out of subcontractors ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy shall cover inter-insured suits between County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.
- g. **Required Evidence of Insurance:**
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

## **Automobile Liability Insurance**

*(Required if (1) autos are used in the event or activity; or (2) the activity involves substantial loading and unloading of property.)*

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. *(Required if subcontractor owns vehicles.)*
- c. Insurance shall apply to all hired and non-owned autos.
- d. **Required Evidence of Insurance:** Certificate of Insurance.

## **1. Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

## **2. Documentation**

- a. The Certificate of Insurance must include the following reference: **County of Sonoma, Cloverdale Pool Veterans Building License 2023.**
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **The County of Sonoma, its officers, agents, and employees at** County of Sonoma Public Infrastructure Department, 2300 County Center Drive, Suite A220, Santa Rosa, CA 95403, Attn: Real Estate Manager.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Licensee shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

### **3. Policy Obligations**

Licensee's and subcontractors' indemnity and other obligations shall not be limited by the foregoing insurance requirements.

### **Material Breach**

If Licensee or subcontractor fails to maintain insurance which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Licensee or subcontractor resulting from said breach.