

## REVOCABLE LICENSE AGREEMENT FOR USE OF COUNTY FACILITIES

This Revocable License Agreement ("Agreement") made and entered as of \_\_\_\_\_ ("Effective Date"), is by and between **COUNTY OF SONOMA**, a political subdivision of the State of California ("County") and **REDWOOD CREDIT UNION**, a California nonprofit mutual benefit corporation ("Licensee"). County and Licensee are sometimes collectively referred to herein as the "Parties" and singularly, a "Party."

### **RECITALS**

**WHEREAS**, County and Licensee entered into that certain Revocable License Agreement for Use of County Facilities, dated November 30, 2006 for use of a portion of real property located at 370 Administration Drive, in Santa Rosa, California ("Facility"), which expired on or about November 29, 2021; and

**WHEREAS**, Licensee remains in possession of a portion of the Facility to operate and maintain one (1) drive-up automated teller machine ("ATM"), and County is willing to allow Licensee to continue to operate the ATM for the benefit and convenience of County employees and others doing business within the County Administration Center;

**WHEREAS**, County and Licensee desire to enter into a new agreement for purposes of allowing Licensee's continued use, operation and maintenance of the ATM

**NOW, THEREFORE**, in consideration of the Premises, as defined below, and of the agreements of the respective Parties herein set forth, it is mutually agreed as follows:

### **AGREEMENT**

1. **License.**

1.1 **Use of Premises.** County hereby grants Licensee a license, subject to all the terms and conditions of this Agreement, to use a portion of the County real property located at 370 Administration Drive in Santa Rosa, California, and more particularly described in **Exhibit A**, attached hereto and made a part hereof (hereafter, the "Premises").

1.2 **Rules Established by County.** Rules and regulations have been established by County and provided to Licensee for the safety, care, cleanliness, and preservation of the Premises in the form attached as **Exhibit B**, and Licensee hereby agrees to comply with them.

2. **Exclusive License.** The license herein granted for the Premises is exclusive. County shall not lease, sublease, or grant additional licenses for the Premises or the Facility to any other financial institution or provider of ATM services. Notwithstanding the foregoing, County continues to maintain and control the Facility and may lease, sublease and grant additional licenses to any person or entity, which is not a financial institution or provider of ATM services.

4. **Term.** The term of this Agreement shall be deemed to have commenced on November 30, 2021 and expire at midnight on November 29, 2024 (“Initial Term”), unless earlier terminated in accordance with **Section 20** below. Provided Licensee is not in default under any of the provisions of this Agreement, Licensee is provided with three (3) options of one (1) year each (“Renewal Term(s)”). If Licensee chooses to exercise an option for a Renewal Term, Licensee shall provide written notice no less than ninety (90) days prior to the expiration of the Initial Term or Renewal Term, as applicable.

5. **Consideration.**

Licensee shall pay to County, in lawful money of the United States, the following, beginning on the Commencement Date and each anniversary thereafter of the Commencement Date:

- a) For the period of November 30, 2021 through November 29, 2022, the sum of Two Thousand Nine Hundred Thirteen and 65/100 (\$2,913.65) per year;
- b) For the period of November 30, 2022 through November 29, 2023, the sum of Three Thousand Fifteen and 63/100 Dollars (\$3,015.63) per year; and
- c) For the period of November 30, 2023 through November 29, 2024, the sum of Three Thousand One Hundred Twenty-One and 17/100 Dollars (\$3,121.17) per year.

5.2 **Renewal Term(s).** In the event Licensee exercises its option to extend the term of this Agreement with respect to the Renewal Term(s) (as defined in this Agreement), the consideration shall be as follows:

- a) For the period of November 30, 2024 through November 29, 2025, the sum of Three Thousand Two Hundred Thirty and 42/100 Dollars (\$3,230.42) per year;
- b) For the period of November 30, 2025 through November 29, 2026, the sum of Three Thousand Three Hundred Forty-Three and 48/100 (\$3,343.48) per year; and
- c) For the period of November 30, 2026 through November 29, 2027, the sum of Three Thousand Four Hundred Sixty and 50/100 Dollars (\$3,460.50) per year.”

Licensee’s failure to pay County the Rents on a timely basis, will result in termination of this Agreement, following a written notice by County to Licensee allowing Licensee three days to cure and Licensee’s failure to cure, at which time Licensee must cease operation on the Premises, remove Licensee’s equipment, and restore the Premises to a condition satisfactory to County. Licensee will remain obligated to pay County the Rents and any other fees or penalties for the period that the Licensee’s equipment remains on the Premises after the end of the Term or any earlier termination provided herein.

6. **Use.** Licensee’s use shall be limited to the installation, operation and maintenance of one (1) drive-up ATM and all other directly related functions. No other use shall be permitted. The rules and regulations attached hereto as **Exhibit B**, 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 Facility and the preservation of good order thereon are hereby expressly made a part hereof, and Licensee hereby agrees to comply with them.

7. **Repairs/Maintenance.** Licensee's equipment shall be installed, operated and maintained in accordance with commercially reasonable standards now or hereafter generally employed for similar equipment. In the event the installation, operation or maintenance of said equipment causes any direct or indirect interference with the operation of County's facilities, equipment or the equipment of County's tenants, or other licensees, Licensee shall correct said interference, at its sole cost and expense, to the satisfaction of County. In the event said interference cannot be corrected, either party may terminate this Agreement, and in the event of such termination, Licensee shall promptly remove said equipment. Licensee shall not be held responsible to correct interference caused by third parties.
8. **Taxes.** Licensee agrees to pay any and all lawful taxes, assessments, or charges that may at any time be levied by any public entity upon any improvements to the Premises by Licensee.
9. **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.
10. **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 Premises herein granted. Licensee shall observe and comply at all times with all applicable federal, state and County or other local statutes and ordinances, rules, regulations, directives, and orders of governmental agencies, including all laws and regulations pertaining to hazardous materials, now in force or which may hereinafter be in force relating to or affecting the use of the Premises herein granted.
11. **Waste; Nuisance.** Neither party shall 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 that interferes or conflicts with the use of the Premises or the Facility by County or Licensee or any authorized person; or (iii) any action on the Premises in violation of any laws or ordinances.
12. **Inspection.** County shall be permitted to enter and inspect the Premises at any and all times, provided, however that County may not enter or inspect the interior of the ATM unless accompanied by a representative of Licensee. In the event County desires to enter and inspect Licensee's equipment, County shall notify Licensee and Licensee shall provide access to the County within twenty-four (24) hours of County's notice, provided, however that in the event of an emergency that necessitates County's inspection of the equipment, Licensee shall provide access to County within two (2) hours.
13. **Extent of Grant of License.** This Agreement and the license herein granted are valid only to the extent of County's jurisdiction as a land owner or tenant of the Premises. County covenants and agrees that, upon Licensee's paying all consideration due hereunder, and performing all covenants and conditions agreed hereunder, NOTHING CONTAINED IN

THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.

14. **Bankruptcy.** In the event of bankruptcy of Licensee or writ of attachment of execution against Licensee, this Agreement shall, at the option of County, immediately terminate.
15. **As-Is Condition.** Licensee hereby agrees to accept the Premises in its “as-is” physical condition and its “as-is” state of repair.
16. **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, employees, from and against any and all actions, claims, damages, disabilities, liabilities and expenses, 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, arising out of or in connection with any of the circumstances described in Sections 16.1, 16.2, 16.3, and 16.4, whether or not there is concurrent negligence on the part of County, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of County, or due to County’s violation of any law. 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.
  - 16.1 **Use of Premises and Construction of Improvement.** Use of the Premises in any manner by Licensee, its agents, employees, invitees, patrons, subtenants, licensees and contractors, and the agents, patrons, contractors and invitees of subtenants, including any use of the Premises not allowed under this Agreement.
  - 16.2 **Breach by Licensee.** Any breach by Licensee of the terms, covenants or conditions herein contained.
  - 16.3 **Intentionally omitted.**
  - 16.4 **Other Activities.** Any other activities of Licensee, its agents, employees, and subtenants conducted on the Premises or relating to this Agreement.
17. **Insurance.** With respect to the rights granted hereunder, Licensee shall maintain and shall require all of its contractors to maintain insurance as described in Exhibit C.
18. **Liability for Loss or Damage to County and Lessor Property.** Licensee shall be liable to County for any loss or damage to the Premises arising from or in connection with

Licensee's rights or performance hereunder or any of its contractors, officers, agents, and employees, except caused by County's sole negligence, the willful misconduct of County, or County's violation of any law.

19. **Nondiscrimination.** In the performance of this Agreement, both parties 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.
20. **Termination by Either Party.** Either party may terminate this Agreement for cause upon ten (10) days prior written notice to the non-terminating party; provided, however, that the non-terminating party first has thirty (30) days from notice to cure the cause, except in the case of a security problem in which case said thirty (30) day cure period shall not apply. Either party may terminate this Agreement with or without cause upon sixty (60) days prior written notice.
21. **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.
22. **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. If Licensee fails to perform any provision of this Agreement at the time and in the manner herein provided, following any notice of default and failure to cure, as applicable, County may at its option terminate this Agreement upon written notice to Licensee; this right to terminate shall be cumulative to any other legal right or remedy available to County.
23. **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.
24. **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 or Lessor for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.
25. **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 A220  
Santa Rosa, CA 95403

If to LICENSEE: Redwood Credit Union  
Attn: Office of the President  
P.O. Box 6104  
Santa Rosa, CA 95406

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 25**.

26. **No Continuing Waiver**. The waiver by either party 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.

27. **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, including, without limitation, the ATM, restore the Premises to its original condition (reasonable wear and tear excepted), 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.

28. **General Provisions**.

28.1 **Time of Essence**. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

28.2 **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.

28.3 **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.

28.4 **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.

- 28.5 **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.
- 28.6 **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.
- 28.7 **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.
- 28.8 **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.
- 28.9 **Certified Access Specialist Disclosure.** Pursuant to California Civil Code Section 1938, the Premises have not been inspected by a “Certified Access Specialist”.
- 28.10 **Authority to Sign.** Each individual who executes this Agreement and/or any addendum hereto represents that he or she has the authority, on behalf of his or her respective party, to do so.
- 28.11 **Confidentiality.** County acknowledges and agrees that confidential Licensee data and information relating to Licensee’s membership and consumers, as well as Licensee’s marketing, strategies, business operations, and business systems, (collectively, Confidential Information”), may come into County’s possession in connection with this Agreement. County understands that Licensee is a federally-insured, state-chartered credit union and is subject to a number of federal and state laws regarding the privacy of Licensee’s membership and consumer information. To the extent allowed by law, County agrees to maintain the confidentiality of Licensee’s Confidential Information received from Licensee hereunder. County, on behalf of itself and its officers, employees, agents and successors and assigns, understands and agrees that any and all such Licensee Confidential Information shall be held in strict confidence, using the same care as is used in handling its own confidential information, that it will not retain copies of any such information and that it will not use such Licensee Confidential Information to its commercial

advantage or in any other manner except in the performance of this Agreement. Further, County agrees to indemnify and hold Licensee harmless in the event of a breach of this confidentiality agreement in any manner by the County or its officers, employees, agents, successors or assigns, when acting under the authority of County. The parties agree that this paragraph shall survive the termination of this Agreement.

28.12 **County and Licensee Responsibilities.** The County represents and warrants that it will maintain the area surrounding the ATM in a reasonably neat, clean and orderly condition. County shall furnish a minimum of twenty (20) amp electrical service in two (2) one inch (1”) conduits to the Premises for exclusive use by the Licensee and two (2) telephone lines in two (2) one inch (1”) conduits to the Premises for the exclusive use of Licensee. Licensee shall pay all costs, before delinquency, for electricity and telephone costs and charges exclusively serving the Premises. In the event such utilities are not separately metered to the Premises, County may reasonably estimate such costs and charges and Licensee shall pay County within thirty (30) days for invoice for same. Licensee shall provide and maintain, at its sole cost and expense, all lighting and HVAC systems exclusively serving the Premises.

28.13. **Separate Counterparts.** This License 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. The exchange of copies of this License and of signature pages by electronic mail in “portable document format” (“pdf”) form or by any other electronic means shall constitute effective execution and delivery of this License, as long as the original signatures will follow in the mail.

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

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

**(SIGNATURES APPEAR ON NEXT PAGE)**

LICENSEE: **REDWOOD CREDIT UNION**, a  
California non-profit mutual benefit  
corporation

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

License Agrmt RCU, v5CC-abr  
370 Administration Drive, Santa Rosa, CA



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

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

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

By: \_\_\_\_\_  
Caroline Judy, Director  
General Services Department

The General Services Director is authorized to execute this Agreement, pursuant to the Board of Supervisors' Action dated \_\_\_\_\_.

APPROVED AS TO FORM  
FOR COUNTY:

\_\_\_\_\_  
Matthew Cody  
Deputy County Counsel

APPROVED AS TO SUBSTANCE FOR COUNTY AND  
EVIDENCE OF INSURANCE ON FILE:

\_\_\_\_\_  
Sandra Oberle  
Real Estate Manager