

LICENSE AGREEMENT

USE OF CITY PROPERTY

CITY OF SAN BUENAVENTURA AND COUNTY OF VENTURA

THIS LICENSE AGREEMENT is made this 15th day of November, 2020, by and between the City of San Buenaventura, a California charter law municipal corporation (hereinafter, "Licensor"), and the County of Ventura, a political subdivision of the State of California (hereinafter, "Licensee"). Licensor hereby grants to Licensee the nonexclusive, non-transferable right to occupy and use a portion of Licensor's property, as depicted in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter, the "License Area"), for the purpose of operating a mobile care station (hereinafter, "Care Station") adjacent to the River Haven inhabitation located near the intersection of Harbor Boulevard and Olivas Park Drive.

The license granted herein is subject to the terms and conditions set forth herein:

1. Occupancy and Use of the License Area.

Licensee may occupy and use the License Area in the manner authorized by this License Agreement for the purposes described herein, and for no other purpose whatsoever without the express prior written consent of the Licensor. Licensee understands and agrees that Licensee's right to use the License Area for such purpose shall not be exclusive of the right of any other person to use any other portion of Licensor's property which may include the License Area for the same or similar purpose or for any other purpose as authorized by the Licensor pursuant to any other license now or hereafter granted by the Licensor. Licensor shall waive normal permit fees for use of License Area as authorized by this License Agreement.

2. Restrictions on the Occupancy and Use of the License Area.

Licensee's occupancy and use of the License Area shall be subject to

the following restrictions:

A. The Care Station shall be "self-contained" and shall not include electric, sanitary sewer, or any other utility services. Licensor and Licensee agree to share the costs of water service on an equal basis.

B. The Care Station shall be limited to those facilities described on Exhibit "A."

C. The Care Station is a pilot program and shall operate no more than two days per week; however, Licensee is permitted to maintain the Care Station on the License Area during the term of this License.

D. If, at any time, Licensor determines this use is creating negative impacts, a notice providing a detailed description of the negative impacts shall be provided to Licensee as provided in Section 7 hereof, and such issues shall be cured by Licensee within thirty (30) days. If the negative impacts are not cured, the Licensor shall have the right to terminate the license granted by this License Agreement by declaring a default.

E. The Licensee shall be responsible to manage the Care Station and to limit any negative impacts to the License Area.

F. Licensee will operate the Care Station as limited by this License Agreement. On all days when the Care Station is not in use, it shall be secured. No vehicles are permitted to be driven into the License Area or parked in any pre-identified spot without permission of Licensor. Licensee is responsible for the security of the Care Station and Licensor assumes no liability for any damage to the Care Station or to any property of Licensee.

G. Licensee shall acquire all necessary environmental and health permits, to the extent the same are required.

H. Reserved.

I. Licensee hereby agrees to indemnify, defend and hold harmless the Licensor for any loss resulting from Licensee's negligence and the negligence of Licensee's officers, employees, and volunteers in conjunction with its use of the License Area to the limit of \$1 Million. Licensor hereby agrees to indemnify, defend and hold harmless the Licensee for any loss

resulting from Licensor's negligence and the negligence of Licensor's officers, employees, and volunteers in conjunction with Licensee's use of the License Area to the limit of \$1 Million. Licensee shall obtain and maintain at its own expense during the term of this License Agreement, as a separate and independent covenant of any obligation to indemnify and defend Licensor herein Commercial General Liability insurance, wherein the Licensor and all of Licensor's officers, employees, agents, and volunteers are endorsed as additional insureds, and shall protect them, and Licensee from all claims for damage, for personal injury, disease, illness, or death, including accidental death, as well as from claims for property damage which may arise from operations under this License Agreement or in any way related to it, whether such operations be by Licensee or by any entity or by anyone directly or indirectly employed by Licensor or Licensee. The Commercial General Liability insurance policy shall have limits of liability of not less than one million dollars (\$1,000,000.00) per occurrence. Licensee shall provide the Licensor with a copy of the Certificate of Insurance at the time of execution of this License Agreement. All insurance required hereunder shall be evidenced by valid and enforceable policies issued by insurers with an A.M. Best's minimum rating of A:VII and authorized to do business in the State of California, and shall contain a provision whereby the insurer agrees not to cancel the insurance without 30 days prior written notice to Licensor.

In lieu of providing the insurance otherwise required in this Section 2.I, Licensee may provide a certificate of self-insurance reflecting comparable self-insurance coverage.

3. Term of License.

The term of this License Agreement shall commence on November 15, 2020 and shall continue unless earlier terminated by either party for a period of three (3) years. Either party to this License Agreement may terminate it at any time by serving the other party hereto with a written notice of termination at least six (6) months prior to such time termination is to take effect, unless termination is for default under Section 2.D. hereof.

4. Right of Entry.

The Licensor, or its officers and employees, shall be entitled to enter the License Area at any time, for all reasonable purposes, including, without

limitation, inspection of the Licensee's activities hereunder. However, the right of Licensor to enter the License Area does not give Licensor the right to enter any area where private and confidential medical services are actively being provided in order to protect patient privacy.

5. Non-Assignability of License.

Licensee shall not sell, assign, or otherwise transfer this License Agreement or any of the rights granted herein without the prior written consent of the Licensor. Any such attempted sale, assignment, or transfer of this License Agreement and the rights granted to Licensee hereunder shall be null and void, and shall terminate this License Agreement and all rights of Licensee hereunder.

6. Amendments to License.

This License Agreement may be modified or amended only by a writing duly authorized and executed by both Licensor and Licensee. It may not be amended or modified by oral agreement or understanding between the parties unless the same shall be reduced to writing, duly approved, and executed by an authorized representative of each party hereto.

7. Notices.

Any notice given or required to be given pursuant to this License Agreement shall be in writing and delivered personally or by U.S. Mail. Notice sent by mail should be addressed to each party's designated representative as set forth below. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the U.S. Mail, postage prepaid; in all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made to the names or addresses of the person to whom the notices are to be given by giving notice in the manner described in this Section.

Licensor's Designated Representative

Meredith Hart
Safe & Clean Manager
City of San Buenaventura
501 Poli Street, Rm. 205

Ventura, California 93001

Licensee's Designated Representative

William Foley
Director, Health Care Agency
County of Ventura
800 South Victoria Avenue
Ventura, California 93009

8. Independent Relationship.

Licensor and Licensee are independent entities that are not and shall not be construed as joint ventures, partners, employer\employee, or agents of the other and neither shall have the power to bind or obligate the other, except as set forth in this License Agreement.

9. Miscellaneous.

A. Integrated Agreement. This License Agreement constitutes the entire agreement and understanding of the Licensor and Licensee with respect to the subject matter hereof, superseding any and all prior agreements, understandings, negotiations, and discussions.

B. Severability. If any provision of this License Agreement shall be held invalid, the remainder of this License Agreement shall not be affected thereby.

C. No Waiver. Any consent, waiver, or compromise by the Licensor of or in conjunction with any of the provisions of this License Agreement, or with any respect to any breach hereunder, shall not be construed or be deemed to be a waiver of the Licensor's right to enforce strict interpretation, performance, and observation of the terms and conditions herein at all times.

D. Counterparts. This License Agreement may be executed in one or more counterparts, with each counterpart being deemed an original. No counterpart shall be deemed an original or presumed delivered unless and until the counterpart executed by the other party hereto is in the physical possession of the party or party seeking enforcement thereof.

E. Authority to Execute. The person or persons executing this License Agreement on behalf of the parties hereto warrants and represents that he\she\they has\have the authority to execute this License Agreement on behalf of their entity and has\have the authority to bind their party to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the day and year first written above.

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Exhibit A – License Area

