

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2025, by and between the CITY OF DOUGLAS, an Arizona municipal corporation ("City"), and FAMILY HEALTH CARE AMIGOS, an Arizona non-profit corporation ("Licensee").

RECITALS

WHEREAS, the City owns a parcel of real property located at 633 E. 1st Street, Douglas, Cochise County, Arizona, Assessor Parcel No. 409-13-190 ("Property"); and

WHEREAS, Licensee desires to use a portion of the Property to place two 40' x 8' storage containers which will store durable medical equipment and other supplies ("Conex Boxes") for clients living in and around the City of Douglas; and

WHEREAS, the City is willing to permit Licensee to locate the Conex Boxes on a portion of the Property, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. GRANT OF LICENSE

1.1 The City hereby grants to Licensee a non-exclusive license to use a portion of the Property depicted on Exhibit A, ("Licensed Area") for the purpose of locating a non-affixed Conex Boxes.

1.2 This license is revocable and is not intended to convey any real property interest or easement.

1.3 This license shall not be construed as waiving any regulatory requirement of the City, including but not limited to permits, inspections, or fees.

1.4 This Agreement and the use of the Licensed Area is not exclusive and does not grant Licensee exclusive access or possession to the Licensed Area. The City and anyone acting for, on behalf of or through the City shall at all times have access to the Licensed Area for any purpose not inconsistent with this Agreement and, further, the City shall have the right to access and use the Licensed Area for municipal purposes at any time.

2. TERM

2.1 The initial term of this Agreement shall be for a period of one (1) year commencing on the date first written above.

2.2 This Agreement may be renewed for three (3) additional one (1) year terms upon written agreement of both parties, provided Licensee is not in default of any provisions of this Agreement.

2.3 Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party.

3. MAINTENANCE OBLIGATIONS

3.1 Licensee shall, at its sole expense, maintain the Conex Boxes and Licensed Area in good condition and repair at all times.

3.2 Maintenance responsibilities shall include, but not be limited to, the removal and/or cover-up of graffiti that may be placed on the Conex Boxes, maintaining the Conex Boxes in good condition and repair and keeping the Licensed Area free of debris.

3.3 Licensee shall promptly address any maintenance issues identified by the City and shall correct such issues within ten (10) days of notice, or sooner if the condition creates a public safety hazard.

3.4 If Licensee fails to maintain the Licensed Area as required, the City may, after providing written notice and a reasonable opportunity to cure, perform necessary maintenance at Licensee's expense and Licensee shall reimburse the City within five (5) days of receipt of the invoice for the maintenance performed by the City. Unpaid invoices will accrue interest at the rate of 12% per annum on the amount due until paid in full.

4. FEES

4.1 Licensee shall pay an annual license fee of One Dollar \$1 to the City, due on the anniversary date of this Agreement.

4.2 The City may adjust the annual license fee upon renewal of this Agreement, with written notice to Licensee.

5. USE RESTRICTIONS

5.1 The Licensed Area shall be used solely for locating non-affixed Conex Boxes and for access to the Conex Boxes by Licensee and its users.

5.2 No commercial activities shall be conducted within the Licensed Area.

5.3 Licensee shall not use or permit the use of the Licensed Area in any manner that would constitute a public or private nuisance.

5.4 Licensee shall not use, generate, manufacture, treat, handle, refine, produce, process, store, discharge, release, dispose of or allow to exist on, under or about the Licensed Area any flammable explosives, radioactive materials, asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including without limitation any substances defined as, or included in, the definition of "hazardous substances", "hazardous wastes", "hazardous materials", or "toxic substances" under any federal, state or local laws, ordinances or regulations, now or hereafter in effect, relating to environmental conditions, industrial hygiene or hazardous materials, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Clean Air Act, 42 U.S.C. Section 7401, et seq., the Toxic

Substances Control Act, 15 U.S.C. Section 2601 through 2629, the Safe Drinking Water Act, 42 U.S.C. Sections 300f through 300j, and any similar state and local laws and ordinances and the regulations now or hereafter adopted and published and/or promulgated pursuant thereto.

6. INSURANCE AND INDEMNIFICATION

6.1 Licensee shall maintain, at its sole expense, commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, naming the City as an additional insured.

6.2 Licensee shall provide certificates of insurance to the City prior to placement of the Conex Boxes on the Licensed Area and annually thereafter.

6.3 Licensee shall defend, save, indemnify, and hold harmless the City, its agents, representatives, officers, directors, officials, and employees, for, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions by Licensee or Licensee's employees, clients, invitees or authorized users (collectively "Licensee Parties") relating to the Licensee or Licensee Parties' use of the Licensed Area or other actions under this Agreement.

7. COMPLIANCE WITH LAWS

7.1 Licensee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in the performance of this Agreement.

8. DEFAULT AND REMEDIES

8.1 The following shall constitute events of default: a. Failure to maintain the Licensed Area as required by this Agreement; b. Failure to maintain required insurance; c. Failure to pay any fees when due; d. Use of the Licensed Area for unauthorized purposes; or e. Any other material breach of this Agreement.

8.2 Upon default by Licensee, the City shall provide written notice of such default. Licensee shall have ten (10) days from receipt of such notice to cure the default.

8.3 If Licensee fails to cure the default within the specified time period, the City may: a. Terminate this Agreement; b. Require removal of the Conex Boxes from the Licensed Area at Licensee's expense; c. Perform necessary maintenance at Licensee's expense; or d. Pursue any other legal remedies available to the City. If the City performs the necessary maintenance, Licensee shall reimburse the City within five (5) days of receipt of the invoice for the maintenance performed by the City. Unpaid invoices will accrue interest at the rate of 12% per annum on the amount due until paid in full

9. REMOVAL OF CONEX BOXES

9.1 Upon termination or expiration of this Agreement, Licensee shall, at its sole expense, remove the Conex Boxes from the Licensed Area and restore the area to its original condition within thirty (30) days, unless otherwise directed by the City.

9.2 If Licensee fails to remove improvements as required, the City may remove the improvements and restore the area at Licensee's expense and Licensee shall reimburse the City within five (5) days of receipt of the invoice for the cost of the removal performed by the City. Unpaid invoices will accrue interest at the rate of 12% per annum on the amount due until paid in full.

10. ASSIGNMENT

10.1 This Agreement may not be assigned or transferred by Licensee without the prior written consent of the City, in the City's sole discretion.

11. NOTICES

11.1 All notices required under this Agreement shall be in writing and delivered by certified mail, return receipt requested, or by personal delivery to the addresses below:

To City: City of Douglas Attn: City Manager 425 E. 10th Street, Douglas, AZ 85607.

To Licensee: Family Health Care Amigos, Attn: Linda Huffstetler-Dearing, President, P.O. Box 13, Patagonia, AZ 85624.

12. GENERAL PROVISIONS

12.1 This Agreement, including Exhibit A, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written.

12.2 This Agreement may be modified only by a written amendment signed by both parties.

12.3 This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the State of Arizona, without giving effect to the principles of conflicts of law. The parties agree that should any court action be commenced relating to this Agreement, that the Cochise County Superior Court shall be the appropriate and exclusive venue therefore. The parties expressly waive any and all provisions of law providing for a change of venue to any other state or federal court.

12.4 The parties hereby agree to make a good faith effort to resolve any controversy or claim through informal negotiations. Any claim of controversy must first be presented in writing, with supporting documentation, to the agent of the other party. The recipient shall have seven (7) days to prepare and deliver a response. Thereafter, in the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Licensee and the City. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the

City and Licensee shall request the presiding judge of the Superior Court in and for the County of Cochise, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the City and Licensee. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator.

12.5 This Agreement is subject to the conflict-of- interest provisions set forth in A.R.S. § 38-511.

12.6 Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

12.7 If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.

12.8 Nothing in this Agreement shall be construed to make the parties partners or joint venturers.

12.9 The City's rights and remedies under this Agreement are cumulative and in addition to all other rights and remedies available at law or in equity.

12.10 This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF DOUGLAS

By: _____

Ana Urquijo, City Manager

LICENSEE

FAMILY HEALTH CARE AMIGOS

By: _____

Linda Huffstetler-Dearing, President

EXHIBIT A
LICENSED AREA

EXHIBIT C

APPROVED IMPROVEMENTS

[INSERT DETAILED DESCRIPTION OR PLANS OF THE APPROVED IMPROVEMENTS, INCLUDING SPECIFICATIONS, MATERIALS, DIMENSIONS, AND DESIGNS.]