

Attachment 'B'

**LICENSE AGREEMENT BETWEEN THE CITY OF KERMAN
AND FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION, VALLEY APPRENTICESHIP
CONNECTIONS PROGRAM**

THIS LICENSE AGREEMENT ("Agreement") is entered into by and between the City of Kerman ("City") and Fresno Economic Opportunities Commission ("Fresno EOC").

WHEREAS, City is owner of property commonly described as Scout Hut and Garage #4 located in the City of Kerman, County of Fresno, State of California; and

WHEREAS, Fresno EOC is an organization authorized to do business in the State of California,

WHEREAS, City has determined that allowing use of the property by Fresno EOC will provide job training opportunities for the people of the City of Kerman.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. Description of Property. City is the owner of certain real property situated in the City of Kerman, and more commonly described as Scout Hut located at 15061 W. "G" Street, Kerman CA. with APN 023-360-04T ("Property"), and in **Exhibit A** which is attached to this Agreement and hereby incorporated by reference.
2. Grant of License. In consideration of the sum of four thousand and five hundred dollars (\$4,500) per month, City grants Fresno EOC a license ("License") on a non-exclusive use basis to perform the following acts on the Property in the Scout Hut at Kerckhoff Park: Operate a construction skills class Monday thru Friday from 6:30 a.m. to 3:00 p.m. Fresno EOC may not use the Property for any other purpose or business without obtaining City's prior written consent.
3. Incidental Rights. The License includes the following rights to use the Property: access to the Scout Hut Monday through Friday from 6:30 a.m. to 3:00 p.m. In exercising these rights, Fresno EOC must use reasonable care and may not unreasonably increase the burden on the Property.
4. Utilities and Maintenance. Fresno EOC shall have non-exclusive use of the premises as described above. Janitorial service will be the responsibility of the City. The City will provide utility, water, sewer, refuse collection and recycling services for the Premises at no charge to Fresno EOC.

Fresno EOC acknowledges that it is using the Premises on an “as is” basis. Fresno EOC shall at all times during the term make its best efforts to keep and maintain the Premises (including improvements thereto) in good and sanitary order and condition. Fresno EOC further agrees to assume responsibility for any repairs or replacement of fixtures, plumbing or equipment damaged due to misuse or abuse.

By entering into the Premises, Fresno EOC shall be deemed to have accepted the Premises as being in good and sanitary order, condition and repair. Fresno EOC agrees on the last day of the term or sooner termination of this Agreement to surrender the Premises with appurtenances, in the same condition as when received, reasonable use and wear and tear excepted.

Fresno EOC will clean all areas and equipment used for their purpose on days of use as noted above.

5. License Nonassignable. This License is personal to the Licensee and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Property is created or vested in Scout Hut by the grant of this License.
6. Term and Termination. This License shall commence on January 29, 2024 (“Effective Date”) and terminate on October 11, 2024. Either party may terminate the License upon written thirty (30) days' notice.
7. Termination of Occupancy. On or before the termination date for this License specified in paragraph 6 of this Agreement, Fresno EOC shall remove all of Fresno EOC’s personal property from the Property and shall surrender possession of the Property to City in good order and repair to the satisfaction of the City, normal wear and tear excepted.
8. Indemnity. Fresno EOC, as a material part of the consideration is to be rendered to City under this Agreement, waives all claims against City for damages to all personal property in, on, or about the Property, and for injuries to persons in or about the Property, from any cause arising at any time. Further, Fresno EOC agrees to defend City and to hold City exempt and harmless for and on account of any damage or injury to any person or personal property of any person, arising from i) Fresno EOC’s use of the Property; or ii) Fresno EOC’s failure to keep the Property and surrounding areas clean and in good condition. City shall not be liable to Fresno EOC for any damage by or from any act of negligence of any other occupant of the Property or any occupant of adjoining or contiguous property. Fresno EOC agrees to pay for all damages to the Property, as well as all damage to occupants of the Property and to the property of those occupants caused by Fresno EOC’s misuse or neglect of the Property.
9. Insurance. Fresno EOC further agrees to maintain in full force during the term of this License, at Fresno EOC’s own expense, a policy of comprehensive liability insurance, including property damage, which will insure Fresno EOC and City against liability for injury to persons, damage to property, and death of any person occurring in or about the Property. Fresno EOC

will add by separate endorsement City of Kerman, its officials, officers, employees and agents as an additional insured with coverage at least as broad as ISO form CG 20 10. The policy shall be approved as to form and insurance by City. The insurance shall not be less than \$1,000,000.00 for any one person injured or killed, not less than \$1,000,000.00 for any one incident, and not less than \$1,000,000.00 for property damage. Fresno EOC shall provide City with a copy of the policy, including an endorsement that states the policy will not be cancelled except after 10 days' notice in writing to City.

10. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

11. Entire Agreement. This Agreement constitutes the entire agreement between City and Fresno EOC relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to the Agreement shall be of no force and effect unless it is in writing and signed by City and Fresno EOC.

CITY OF KERMAN

John Jansons, City Manager

DATE: _____

FRESNO ECONOMIC OPPORTUNITIES COMMISSION

[Name]
[Title]

DATE: _____