

**LICENSE AGREEMENT BETWEEN CITY OF TEMECULA
AND SAFE ALTERNATIVES FOR EVERYONE, INC (S.A.F.E.)
FOR USE OF CITY REAL PROPERTY**

This License Agreement ("Agreement") is made and entered into this 14th day of February, 2023, between the **City of Temecula** (hereinafter referred to as "City") with facilities and offices located at 28910 Pujol Street, Temecula, California 92590, and SAFE Alternatives for Everyone, Inc. (S.A.F.E.), a California nonprofit corporation, (hereinafter referred to as "Licensee") to operate and provide social services (family case management, referral and resource support, public education workshops, family assessments and teen violence programs).

1. RECITALS

This Agreement is made with respect to the following facts and for the following purposes, which each of the parties hereto acknowledge as true and correct:

A. The City is the owner of certain real property in the City of Temecula generally known as S.A.F.E. located at 28910 Pujol Street, Temecula, California, and identified as Assessor's Parcel Number 922-100-026 ("Subject Property").

B. The "Subject Property" is described and depicted in Exhibit "A", which is incorporated herein by this reference as though set forth in full.

C. The Licensee is a non-profit corporation that provides community services for the Temecula area in the form of social services including family case management, referral and resource support, public education workshops, family assessments and teen violence programs to all members of the Temecula Valley community who may be in need.

D. The City is willing to grant a license to Licensee to use the Subject Property in consideration of and recognition of the community services provided to the community by the Licensee.

E. The City and Licensee desire to enter into this Agreement to provide the terms and conditions upon which Licensee shall use the Subject Property described below.

2. RIGHT TO USE SUBJECT PROPERTY

City hereby grants a license to Licensee to use the Subject Property, in accordance with and subject to the terms and conditions of this Agreement.

3. TERM OF LICENSE

A. **Duration.** The Term of this Agreement will commence on the date this Agreement is fully executed by the Parties ("Commencement Date").

B. **Right to Terminate Agreement.** Either party may terminate this Agreement for any reason, with or without cause, by providing sixty (60) calendar days prior written notice of termination to the other party at the addresses shown in Section 15 (Notice), below.

C. Terminate Date. The Agreement will terminate on the date that is 60 calendar days from the date on which either party to this Agreement provides written notice of termination in accordance with Section 3.B. above. "Term" is used below to describe the term of this Agreement, which commences on the Commencement Date and ends on the earlier of (i) the date that is 60 calendar days from the date on which either party to this Agreement provides written notice of termination as provided herein, or (ii) the date of termination on default under Section 16 below.

4. RESPONSIBILITIES OF LICENSEE

A. Licensee shall use the Subject Property for social services to persons of need in the community and for no other purposes.

B. Licensee shall be responsible for providing the interior furniture, fixtures and equipment for the interior of the buildings located on the Subject Property.

C. Licensee shall be responsible for providing and equipping the interior of the buildings located on the Subject Property with its own information systems, including but not limited to telephones, facsimile machines, computers, printers, copiers and other similar types of equipment. Licensee shall also be responsible for maintaining such information systems equipment.

D. Licensee shall maintain the interior of the buildings on the Subject Property in a neat, clean and safe condition.

E. Licensee shall promptly notify City of any dilapidation or other defective conditions on the Subject Property that require repair.

F. Licensee shall not make any modifications to the interior or exterior of any buildings located on the Subject Property, nor shall Licensee place any storage units on the Subject Property, without the prior written consent by City.

G. Licensee shall be responsible for the costs of utilities, including but not limited to water, gas, electricity, and telephones for the Subject Property.

H. Licensee shall carefully monitor the use of utilities in the buildings located on the Subject Property and implement measures to conserve energy to the best of Licensee's ability.

I. Licensee shall put forth its best effort to ensure that no loitering occurs on the Subject Property after the hours of operation.

J. Licensee shall keep the Subject Property, including equipment, if applicable, in good order and condition, and shall not damage, depreciate, alter or misuse the Subject Property, subject to normal wear and tear.

K. If Licensee damages the Subject Property, Licensee shall pay City promptly for all costs necessary to restore and remedy the Subject Property or its equipment to its prior condition. In addition, Licensee shall pay City for any damage or injuries to the Subject Property occasioned by Licensee's negligence, misuse, or lack of ordinary care.

L. Upon termination of this Agreement, Licensee shall return the Subject Property in as good as a condition and repair as the Subject Property existed as of the date of this Agreement subject to reasonable wear and tear.

5. RESPONSIBILITIES OF CITY

City shall be responsible for all maintenance and repairs of the subject property.

6. INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

i. Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

ii. Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

iii. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

b. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

i. General Liability: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

ii. Automobile Liability: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

iii. Worker's Compensation as required by the State of California; Employer's Liability: One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty Five Thousand Dollars and No Cents (\$25,000).

d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as insured's, as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased,

hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Temecula, the Temecula Community Services District, and the Successor Agency to the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this agreement shall be endorsed to state in substantial conformance to the following: If the policy will be canceled before the expiration date the insurer will notify in writing to the City of such cancellation not less than thirty (30) days' prior to the cancellation effective date.

6) If insurance coverage is canceled or, reduced in coverage or in limits the Consultant shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

f. Verification of Coverage. Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

7. INDEMNIFICATION

Licensee agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Licensee's negligent or wrongful acts or

omissions arising out of or in any way related to Licensee's use or occupancy of the Subject Property, the performance of or in connection with this License Agreement.

8. LICENSES, PERMITS and APPROVALS

Licensee shall, at Licensee's sole cost and expense, obtain any and all licenses, permits and approvals required for the performance or use of the City.

9. EXCLUSIVE CONTROL

The City reserves the exclusive right to control and/or to limit access to the Subject Property at all times.

10. LEGAL RESPONSIBILITIES

Licensee shall comply with all rules and regulations governing the use and occupancy of the City and with applicable Federal, State and local laws, ordinances and regulations. If Licensee fails to comply with such rules and regulations, the City has the right to immediately cancel this License Agreement without notice to Licensee, such cancellation being effective as of the time and date of such noncompliance.

11. CITY'S RESERVATION OF RIGHT OF ENTRY

The City, through its management staff or any other authorized representative of the City, shall have the right to enter the Subject Property at all times during the period covered by this License Agreement in order to insure compliance with this License Agreement.

12. LIENS

Licensee shall not directly or indirectly create or permit to be created or to remain any mortgage, lien, encumbrance, charge or pledge of the Subject Property. Licensee shall defend, indemnify and hold City harmless, pursuant to Section 8 (Indemnification), from any liens that may attach to the Subject Property or to the Subject Property arising from the use of the buildings on the Subject Property.

13. USE RESTRICTIONS

Licensee agrees to maintain the Subject Property in a clean and neat condition, free and clear of garbage, weeds, and debris. No dumping, storage of hazardous or toxic waste, nor the maintenance of any nuisance, public or private, shall be permitted.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by written notice to the other party. Notice shall be effective upon delivery to the addresses specified below or on the third

business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: CITY OF TEMECULA
Attn: City Manager
41000 Main Street
Temecula, CA 92590

To Licensee: Safe Alternatives for Everyone, Inc. (S.A.F.E.)
Attn: Katie Gilbertson, Executive Director
28910 Pujol Street
Temecula, CA 92590

15. ASSIGNMENT

Licensee shall not assign its interest in this Agreement or in the Subject Property to any person or entity without first obtaining the City Manager's written consent. Any assignment without the City Manager prior written consent shall be voidable and, at the City Manager's election, shall constitute a default.

16. DEFAULT

Default by Licensee. If Licensee should fail to perform, keep, or observe any of the terms, conditions or covenants as set forth in this Agreement, City will give Licensee written notice to correct the failure within 30 calendar days of said notice. If Licensee does not cure such default within the 30-calendar day period, Licensee will be in default of this Agreement and Licensee's rights under this Agreement, at the sole discretion of the City, may be terminated and forfeited. Such election to terminate will not be construed as a waiver of any claim the City may have against Licensee, consistent with such termination. If, however, any failure is of such nature that it cannot be physically remedied within 30 calendar days of the date of the City's notice, except for the payment of money, and if Licensee has commenced the elimination of such failure promptly after the receipt of such notice, and continuously and diligently proceeds in good faith to eliminate such default, then the period for correction will be extended for such length of time as is reasonably necessary to complete such correction. The failure of Licensee to fund the necessary corrections will not justify an extension of the time to cure beyond the initial 30-calendar day period.

B. Surrender of Possession Upon Termination by Default. Upon the termination of this Agreement pursuant to Section 3 or any such default under Section 16.A., Licensee covenants and agrees to surrender and to forfeit this Agreement, and deliver up the subject property peaceably to the City immediately upon any such termination. If Licensee remains in possession of the subject property after any such termination of this Agreement based on such default, Licensee will be deemed guilty of an unlawful possession of the subject property.

C. Default by City. Notwithstanding any other provision of this Agreement to the contrary, the City will not be deemed to be in default under this Agreement until 30 calendar days after notice of default is given by Licensee to the City. If such default cannot be cured within such 30-calendar day period, the City will not be deemed to be in default provided that, within such 30-calendar day period, the City commences and thereafter diligently prosecutes efforts to cure the default.

D. Legal Remedies. Each party will have all remedies as may be allowed by law or equity to enforce its rights in this Agreement. No legal action will be filed by one party against

the other party until such time as the other party has received the notice of default as provided in this Agreement. Any such action will be filed in Riverside County, California.

17. INDEPENDENT CONTRACTOR

The relationship of the parties to this License Agreement shall be that of independent contractors and that in no event shall Licensee be considered an officer, agent, servant or employee of the City. The Licensee shall be solely responsible for any workers' compensation, withholding taxes, unemployment insurance and any other employer obligations associated with its employees, agents and performers.

18. GOVERNING LAW

The parties understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

19. LEGAL RESPONSIBILITIES and NON-DISCRIMINATION

The Licensee shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services described in this Agreement. As required by law, the Licensee hereby covenants that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the use, occupancy, tenure or enjoyment of the Subject Property or operations of the activities thereon, nor shall the Licensee establish or permit any such practice or practices of discrimination or segregation. The Licensee shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Licensee to comply with this section.

20. TAXES

Licensee shall pay any possessory interest taxes, and general and special assessments, if any, which may levied against the Subject Property described at Section 2 (Right to Use Subject Property) above as a result of Licensee's use of the Subject Property.

21. INTERPRETATION

Each party had the full opportunity to participate in the drafting of this Agreement and, therefore, the Agreement shall not be interpreted against any party on the ground that the party drafted the Agreement or caused it to be prepared.

22. ENTIRE AGREEMENT

This Agreement is the entire agreement and understanding between the parties with respect to the subject matter of this License Agreement and this License Agreement supersedes any representations, or previous agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this License Agreement. Any modifications of this License Agreement will be effective only if it is in writing and signed by the parties hereto.

23. AUTHORITY TO EXECUTE AGREEMENT

Licensee has expressly authorized the execution of this License Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers, and any others who may claim through it to this License Agreement. The person executing this Agreement on behalf of the Licensee warrants and represents to the City that this Agreement has been duly approved by the Licensee and that all applicable notices and procedures were complied with and that he is duly authorized by the Licensee to execute this Agreement on behalf of the Licensee and has been duly authorized to do so.


IN CONCURRENCE AND WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

**SAFE ALTERNATIVES FOR EVERYONE, INC.
(S.A.F.E.)**

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
Zak Schwank, Mayor

By: 

Katie Gilbertson, Executive Director

ATTEST:

By: _____
Randi Johl, City Clerk

By: 

Dennis Vrooman, Board President

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

Safe Alternatives for Everyone, Inc. (S.A.F.E.)

Attn: Katie Gilbertson

28910 Pujol Street

Temecula, CA 92590

katiegilbertson@RivCoDa.org

City Purchasing Mgr.
Initials and Date:


EXHIBIT "A"

DESCRIPTION AND DEPICTION OF SUBJECT PROPERTY

The Subject Property comprises the entire building at 28910 Pujol Street, Temecula, CA 92590, as indicated below.

