

LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this 1st day of June, 2021 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("Licensor") and the University of California-Davis, a public land-grant research university ("Licensee"). Licensor and Licensee are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, City is the owner of certain real property designated as county of San Bernardino Assessor Parcel Nos. 0170-302-06, 0170-302-07, and 0170-302-18, ("Property") as more particularly identified in Exhibit "A," titled "Dearborn Reservoir Site," which is attached hereto and incorporated herein by this reference; and

WHEREAS, Licensee desires to enter upon the Property, from June 1, 2021 through October 31, 2021, for the placement thereon of a portable air monitoring trailer and associated equipment for the purposes of air monitoring; and

WHEREAS, Licensor desires to grant Licensee a non-exclusive revocable license to enter upon the Property and conduct air monitoring on the Property on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

Section 1. Grant of License. Licensor hereby grants to Licensee, and its employees and agents, a non-exclusive, revocable license to enter upon and use, as the case may be, subject to all of the terms and conditions hereof, a portion of the 1,500 square foot Property identified as county of San Bernardino Assessor's Parcel Nos. 0170-302-06, 0170-302-07, 0170-302-18 and designated by Licensor for air monitoring. All activities of Licensee undertaken in connection with Licensee's air monitoring shall be performed in accordance with all applicable federal, state, regional and local laws. Licensee acknowledges and agrees that Licensee shall be financially obligated and responsible for all costs associated in connection with the placement of its air monitoring trailer.

Section 2. Acknowledgment of License and Disclaimer of Tenancy.

A. Licensee is not a tenant or lessee of City and holds no rights of tenancy or leasehold in relation to the Premises.

B. In consideration of City's grant of this License, Licensee specifically and expressly waives, releases, and relinquishes any and all rights to assert any claim of right, privilege or interest in the Premises other than the rights expressly granted by the License.

C. The consideration paid by Licensee pursuant to Section 3 of this Agreement is consistent with the value of the rights comprising the License privilege; the consideration is not

consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Premises.

D. Licensee further acknowledges and agrees that without the representations and agreements set forth herein, City would not enter into this Agreement.

Section 3. License Fee. In consideration for the grant of this license, Licensee shall pay to City a monthly fee in the sum of fifty dollars (\$50) for use and occupancy of the Property. Licensee's first payment to Licensors shall be due and payable within ten (10) days of the Effective Date of this license and thereafter shall be due and payable on or before each such subsequent monthly date of the Effective date of this Agreement. All payments are to be made payable to the City of Redlands, Finance Department/Revenue Division, P.O. Box 3005, Redlands, California, 92373. A late fee of fifty dollars (\$50) shall be added and due for any fee payment made after the tenth day of the month.

Section 4. Notice of Entry. Licensee shall provide at least one (1) week prior written notice to Licensors of the time and dates on which Licensee desires to enter upon the Property.

Section 5. Other Access Considerations. The Property shall be returned to Licensors in a satisfactory condition, which shall mean the same condition as prior to placement of the air monitoring trailer.

Section 6. Possession and Condition of Property Not Warranted. Licensors does not warrant or represent that the Property is suitable for Licensee's entry upon the Property or for any other purpose, and Licensee agrees to enter and use, as the case may be, the Property in its "as is" condition, and conduct air monitoring thereon at its own risk, and Licensee may not look to Licensors for any claim of damages, restitution or other relief in connection with such entry or construction.

Section 7. Commencement; Termination. This Agreement shall commence upon its Effective Date and shall be effective June 1, 2021 to October 31, 2021 or until terminated by either Party upon ten (10) days prior written notice to the other Party, or as otherwise provided for herein.

Section 8. Notice. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

LICENSOR:

John R. Harris, Director
City of Redlands
Municipal Utilities & Eng. Department

LICENSEE:

Steve Kobayashi, Associate Director
University of California-Davis
Procurement & Business Contracting

35 Cajon Street, Ste. 222
PO Box 3005 (mailing)
Redlands, CA 92373
(909) 798-7624

One Shields Avenue
Davis, CA 95616
stkobayashi@ucdavis.edu
(530) 754-1372

Section 9. Indemnification of Licensors. The Parties agree to defend, indemnify and hold one another harmless from and against all liability, loss, damage, costs or expenses (including attorneys' fees and court costs) arising from or as the result of the death of any person or any personal injury, accident, claim, loss or damage whatsoever caused to any person or to the property of any person, or any responsibility or liability resulting from or in any way connected with Licensee's entry onto the Property.

Section 10. Insurance. Insurance required by this Agreement shall be maintained by Licensee throughout the term of this License. Licensee shall not perform any work on the Property unless and until the required insurance listed below is obtained by Licensee. Licensee shall provide City with certificates of insurance and endorsements evidencing such insurance prior to Licensee's entry onto the Property. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Licensee is self-insured or exempt from the workers' compensation laws of the State of California.

B. Licensee shall secure and maintain comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Licensee shall secure and maintain business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Licensee owned vehicles used in connection with Licensee's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles.

Section 11. Independent Contractor Status. Licensee is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Licensee or Licensee's employees, except as herein set forth. Licensee shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Licensee are for its account only, and in no event shall Licensee or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Licensee shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Licensee have any authority, express or implied, to bind City to any obligation.

Section 12. Assignment. The license granted by this Agreement is personal to Licensee. Licensee shall not assign its rights under this Agreement except upon the prior written consent of Licensor, which may be granted or withheld in Licensor's sole discretion. Any assignment or attempted assignment of the license granted by this Agreement without the prior written consent of Licensor may, in the sole discretion of Licensor, result in the immediate termination of this Agreement.

Section 13. Entire Agreement/Amendment. The making, execution and delivery of this Agreement by Licensee has not been induced by any representations, statements, warranties or agreements other than those herein expressed. This Agreement embodies the entire agreement and understanding of the Parties, and there are no other agreements or understandings, written or oral, in effect between the Parties relating to the grant of this license. This Agreement may be amended or modified only by a written instrument signed by the Parties.

Section 14. Attorneys' Fees. In the event any action is commenced to enforce or interpret this Agreement, the prevailing Party in any such action shall be entitled to its costs and reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

Section 15. Counterparts. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

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

CITY OF REDLANDS

By: 
Paul T. Barich, Mayor

UNIVERSITY OF CALIFORNIA-DAVIS

By: 
Steve Kobayashi, Associate Director

ATTEST:

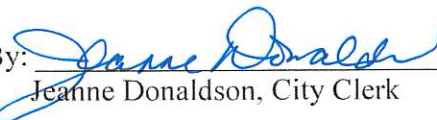
By: 
Jeanne Donaldson, City Clerk

EXHIBIT "A"

**Dearborn Reservoir Site
(APNs: 170-302-06, 07 & 18)**

