

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License") is made at Orange, California, on the 11th day of June, 2019, by and between the CITY OF ORANGE, a municipal corporation ("City") and MARY'S KITCHEN, a non-profit California corporation ("Licensee"), who agree as follows:

RECITALS

- A. City owns property located at 517 West Struck Avenue (the "Premises".)
- B. Licensee has, since 1994, operated a non-profit food service facility for homeless and other needy persons on the Premises.
- C. Licensee's human service program benefits the residents of Orange by providing a safe and sanitary location for needy persons to obtain a nutritious meal, clothing, indoor shower and laundry area.
- D. City wishes to continue to provide a location from which Licensee may operate its food and human services program.

NOW, THEREFORE, in consideration of the faithful performance of the terms, covenants and agreements hereinafter set forth, the parties agree as follows:

AGREEMENT

1. Premises Covered

- A. The Premises which is the subject of this License is that City-owned property known as 517 West Struck Avenue, located in the City of Orange, County of Orange, State of California, as shown on the map in Exhibit "A", which is attached hereto and incorporated herein by this reference.
- B. All structures, equipment and all other property on the Premises provided by City shall remain the property of City.
- C. Licensee's volunteers may use that portion of the Premises designated on Exhibit "A" for off-street parking purposes only during the designated hours of use of the facility.
- D. Licensee shall not encroach, and shall make every effort to prevent the encroachment of its patrons, onto other surrounding property not covered by this License.
- E. This License is subject to any conditions, restrictions, reservations, exceptions, encumbrances, rights, and easements affecting the above-described Premises, whether of record or not, including but not limited to those referred to herein.

F. Licensee accepts the Premises “as is” and City makes no representation, covenant, warranty or promise that said Premises is fit for any particular use, including the use for which this License was entered into.

2. Duration and Extension of License

A. This License shall commence as of the date of indicated above, and shall expire June 30, 2024, unless sooner terminated as provided herein.

B. Upon termination of this License by expiration of the term, Licensee may request an extension of the term. Such a request for extension shall be made in writing no later than 120 days prior to the termination date of this License. City shall have no obligation to grant any request for extension; however, if, in its sole discretion City chooses to do so, said extension shall be subject otherwise to all of terms covenants and conditions of this License. The City Manager shall execute any such extension by written amendment to this License.

3. Purpose of License

This License is granted solely for the purpose of providing a location from which Licensee may operate Licensee's human service program. Use of the Premises shall be limited to the preparation and serving of food and incidental services such as the distribution of clothing, showers, laundry services, and mobile health services to patrons.

4. Operational Health and Safety Measures

A. Licensee must ensure an adequate number of volunteers are on site each day to effectively and safely manage and monitor all activities in and around the Premises. Licensee is responsible for monitoring the Premises both within the site identified in Exhibit “A,” as well as the areas immediately adjacent to the site where patrons congregate, and enforce all rules and regulations applicable to the site. Licensee must monitor the area in and around the Premises between the hours of 8:00 a.m. and 5:00 p.m. and do its reasonable best to ensure that patrons do not loiter, engage in illegal activity or cause any other type of disturbance.

B. City reserves the right to require Licensee to provide a plan that must be approved by the Community Services Director for additional security if it is determined in the future that there are safety issues that are detrimental to the patrons and general public that cannot be adequately managed by the volunteers.

C. Licensee shall provide, at its own expense, the appropriate number of restroom facilities to accommodate the average daily number of patrons served.

D. Licensee shall adhere to all appropriate health and safety codes, including compliance with the Americans with Disabilities Act and related state regulations, that govern the accommodation of persons with disabilities, the service and storage of food and any and all health and safety provisions with regard to laundry and shower facilities.

E. Licensee must receive written approval from City prior to offering any services that are not described in this License. City shall have sole discretion to approve or deny any additional services requested.

5 No Joint Venture

City is in no way jointly engaged with Licensee in carrying out Licensee's program, nor will City exercise any control, influence, or oversight over the programs or operations including preparation or distribution of food by Licensee.

6 Hours and Days of Use

A. Licensee is entitled to use the Premises only between the hours of 6:00 a.m. and 5:00 p.m., seven days a week, 6:00 a.m. – 8:00 a.m. is solely for volunteers to perform food preparation for that day.

B. Patrons shall only be permitted on the Premises between the hours of 9:00 a.m. and 3:00 p.m., seven days a week. Licensee shall prohibit the assembly of patrons on the Premises at all other times, including loitering outside the Premises. Licensee shall ensure that all program volunteers are aware of the hours of operation and enforce them at all times.

7 Health, Sanitation and Maintenance of the Premises

A. Licensee shall comply with all health regulations as may be required by the State of California and County of Orange Health Departments.

B. Licensee shall ensure that the outside of the Premises is clean and that papers and all trash and debris are placed in the dumpster at the end of each day.

C. Licensee shall be solely responsible for day-to-day maintenance and repairs to the Premises, including structures, property, and equipment provided thereon by City. Licensee shall maintain the Premises in good order and promptly repair any damage to said structures, property and equipment. Requests for any additions or removal of permanent or semi-permanent structures or equipment must be made in writing to the City's Community Services Director or his/her designee. All additions to the Premises shall be made following all of the proper permitting processes.

8 Utilities

Licensee, shall, at its sole cost, be responsible for all utility costs, including water, and will be responsible for trash disposal charges and any routine janitorial services.

9 City's Rights

City reserves for itself, its successors and assigns, the right to construct, maintain, operate, repair, replace and/or inspect, in, on, over, under, and across the Premises, electric power lines, telephone lines and/or pipe lines or conduits together with appurtenant structures. City also reserves for itself, its successors and assigns, the right to enter upon said Premises, or any portion thereof, at all times, for any or all of the above mentioned purposes and for the purpose of inspection of the facilities. All of said rights may be exercised without the payment of any compensation resulting from the exercise of said rights, or any portion thereon. City has the right to enact space restrictions and adjust Premises boundaries in order to meet the needs of City operations.

10 License Not Assignable

This License is personal to Licensee, and Licensee shall not assign or transfer this License or any privilege thereunder, in whole or in part, without written approval of City Manager or his/her designee. Any attempted assignment of this License is null and void and of no effect whatsoever.

11. Indemnification

Licensee hereby agrees to save harmless and indemnify City, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, cause of action, expense and/or liability (collectively "Claims") arising from or growing out of loss or damage to property, including City's own property, or injury to or death of persons, including employees of City resulting in any manner whatsoever, directly or indirectly, by reason of this License or the use or occupancy of the Premises by Licensee or any person claiming under it, including without limitation any claims arising from injuries sustained resulting from the serving of food by Licensee.

12 Insurance

At all times during the term of this License, Licensee shall maintain the following insurance:

A. Comprehensive general liability insurance written on an occurrence basis providing a combined single limit of not less than one million dollars (\$1,000,000). Such insurance shall name City as additional insured. A policy endorsement to that effect shall be provided.

B. Workers compensation insurance as required by law for the protection of its employees.

C. The insurance policies shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy.

D. Licensee shall furnish certificates of insurance and/or endorsements, as required by City, evidencing the foregoing insurance coverage on forms acceptable to City, which shall

provide that the insurance in force will not be canceled, modified or allowed to lapse without thirty (30) days prior written notice to City.

E. All insurance maintained by Licensee shall be issued by companies admitted to conduct the pertinent line of insurance business in the State of California and having a Best's Key Rating Guide rating acceptable to the City Attorney.

13. Prohibited Actions by Licensee

Licensee agrees to the following restrictions:

A. Licensee shall not erect, place or maintain on the Premises any building or structure of any kind, or any other improvement except as approved in advance in writing by the Director of Community Services.

B. Licensee shall neither commit any waste or damage, nor suffer any to be done.

C. Licensee shall at all times keep the Premises free from toxic, chemical and other harmful substances, and all accumulation of flammable material

D. Licensee shall guard against and shall neither permit nor suffer any open flames upon said Premises.

E. Licensee's use of the Premises shall be subject to and shall not interfere with the construction, operation, presence and/or maintenance by City, its successors or assigns, of electric power lines, telephone lines and/or pipelines or conduits, together with appurtenance structures, in, on, over, under, and across the Premises.

14 No Signs

Licensee shall not construct or allow to be constructed, placed or maintained on the Premises, any sign, signboard or other form of outdoor advertising without prior written approval of the Director of Community Services. In the event of a violation of this provision by Licensee or anyone claiming under Licensee, City shall have the right to enter upon the Premises and remove any such sign, signboard or other outdoor advertising, and to charge the cost and expense of any such removal to Licensee who agrees to pay the same on demand.

15 Termination

A. By the City

City may terminate this License at any time prior to the expiration of the term thereof by giving thirty (30) days prior written notice to Licensee. Upon the expiration of said thirty (30) days this License shall wholly cease and terminate and Licensee shall immediately surrender the Premises. In addition to the foregoing, this License is made conditional upon the right of City to commence or resume the use of the Premises at any time, whenever, in the interests of City's

service to the public, it shall appear necessary or desirable to do so. It is hereby expressly understood and agreed that City, its successors or assigns, shall have the right to terminate this License as provided in this Paragraph, without the payment of any compensation or damages whatsoever for destruction of or damage to other property on the above described land, resulting from the exercise of said right of termination and re-entry upon said land.

B. By Licensee

Licensee shall have the right to terminate this License and surrender the Premises to City prior to the expiration of this License by giving to City ten (10) days prior written notice; provided however, that Licensee shall, within said period of time, perform all the obligations of this License on its part to be performed up to the time of such termination.

C. No termination or cancellation hereof shall release Licensee from any liability or obligation (whether of indemnity or otherwise) which may have attached or accrued previous to or which may be accruing at the time of such termination or cancellation.

D. Upon termination of this License by the expiration of the term thereof or otherwise, Licensee agrees to peaceably quit and surrender the Premises to City in good order and condition. Licensee shall remove any and all property belonging to it remaining upon the Premises upon the expiration or termination of this License. This shall not prevent City, at any time, from requiring Licensee to remove, at Licensee's expense, any and all property belonging to Licensee that City may desire removed from the Premises.

16 Enforcement of License

A. Licensee agrees to pay all costs and expenses, including reasonable attorneys' fees, of any action commenced by City to enforce the covenants and conditions of this License to be kept or performed by Licensee whether such action progresses to judgment or not.

B. If Licensee shall default in the performance of any act required to be performed by it, City may, without notice or demand, enter upon said Premises and terminate this License and remove all persons and property therefrom, and all improvements made thereon.

17 Waiver

Failure on the part of either party to enforce any provision of this License may not be construed as a waiver of the right to compel enforcement of that provision, or any other provision.

18 Notice

All notices herein required shall be in writing and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

To City: City of Orange
300 E. Chapman Ave.
Orange, CA 92866
Attn: Director of Community Services

To Licensee: Mary's Kitchen
P.O. 4247
Orange CA 92863-4247
Attn: Gloria Sues

19 Partial Invalidity

Any provision of this License that may be determined to be invalid, void, or illegal will in no way affect, impair or invalidate any other provisions of the License, and those other provisions will remain in full force and effect.

20 Entire Agreement

This License constitutes the entire agreement between the parties relating to its subject matter. There are no representations, agreements, or understandings, whether oral or written, between the parties relating to the subject matter of this License that are not fully expressed in this License. This License is deemed to be equally drafted by both parties.

21 Modification

This License may only be modified by a writing signed by both parties.

22 Governing Law

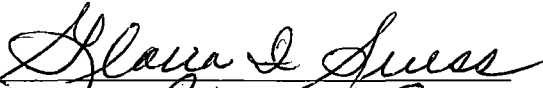
Any disputes regarding this License will be resolved according to the laws of the State of California. Any legal proceedings will be initiated in the courts of the County of Orange, irrespective of any other possible jurisdictional venues.


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IN WITNESS of this License Agreement, the parties have entered into this License Agreement as of the year and day first above written.

"LICENSEE"

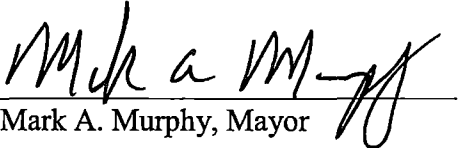
MARY'S KITCHEN, a California corporation

By: 
Printed Name: GLORIA I. SUESS
Title: CEO/PRESIDENT

By: 
Printed Name: LOUIS F Ruhl
Title: SECRETARY

"CITY"

CITY OF ORANGE, a municipal corporation

By: 
Mark A. Murphy, Mayor

ATTEST:


Pamela Coleman, City Clerk

APPROVED AS TO FORM:

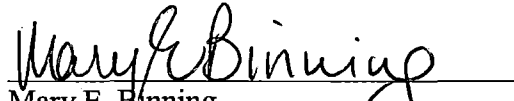

Mary E. Binning
Senior Assistant City Attorney

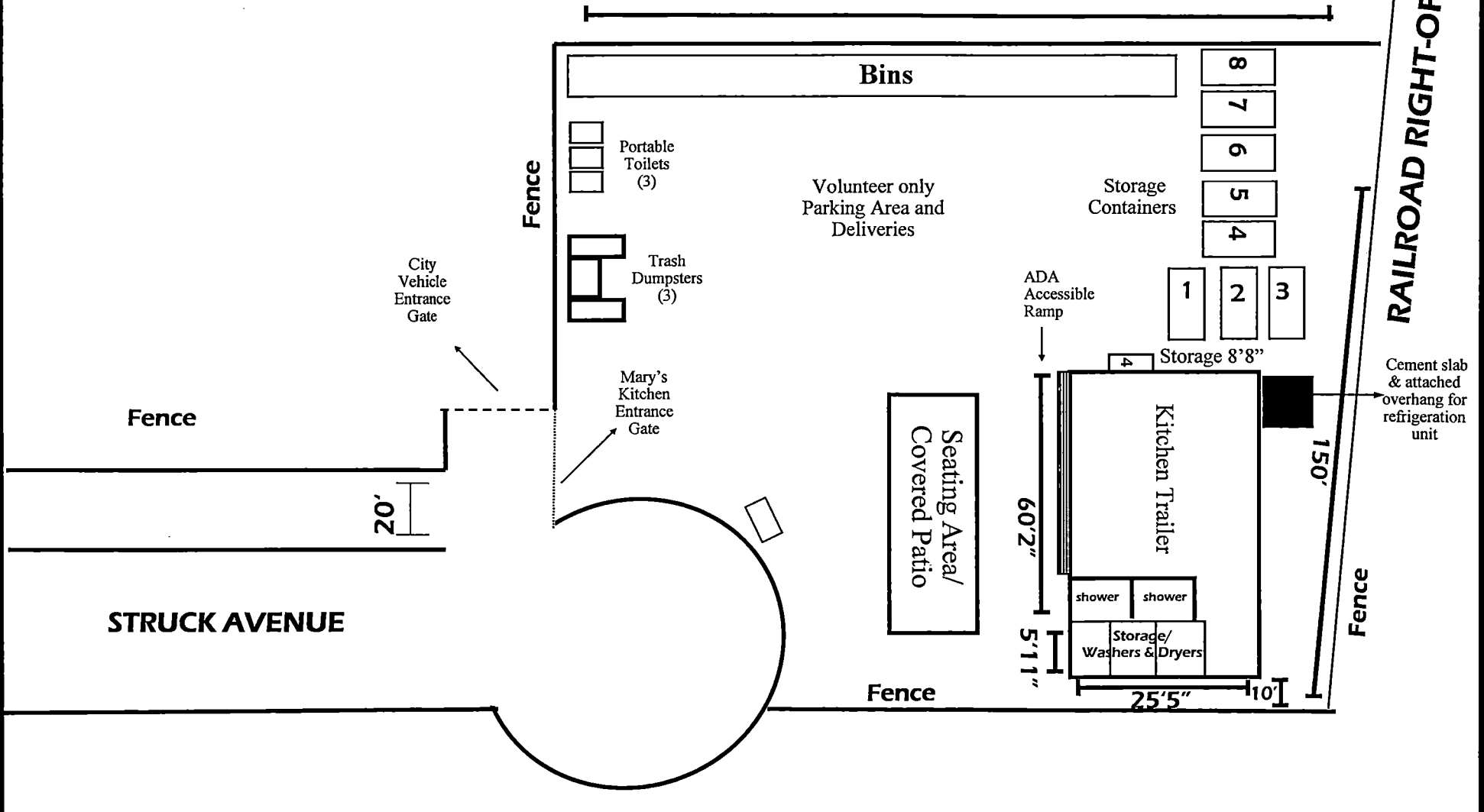
EXHIBIT "A"

DEPICTION OF PREMISES

[Beneath this sheet.]

City Corporation Yard

Approx. 143'



CITY OF ORANGE CORPORATION YARD
MARY'S KITCHEN LOCATION

AREA SITE MAP
NOT TO SCALE

Revised 4/2019

