

**REVOCABLE NON-EXCLUSIVE LICENSE AGREEMENT**  
**FOR THE USE OF REAL PROPERTY**

**THIS REVOCABLE NON-EXCLUSIVE LICENSE AGREEMENT** (“License”) is dated July 1, 2026 and made between the **CITY OF RED BLUFF** (“Licensor”) and the **COUNTY OF TEHAMA** (“County”). This License is made in reference to the following facts:

**RECITALS:**

- (a) Licensor is the owner of that certain real property located at 1500 South Jackson Street, Red Bluff, California, and said property is leased to County who has constructed a building thereon which building is known as the Red Bluff Community Center.
- (b) Licensor is the manager of that certain real property located at 1500 South Jackson Street, Red Bluff, California, pursuant to the terms of the Agreement between the County of Tehama and the City of Red Bluff for Operation Management and Maintenance of the Red Bluff Community/Senior Center dated on or about April 5, 2016 and has full authority to license use of said property.
- (c) County is desirous of using a portion of said property, on a non-exclusive basis, for the purpose of conducting the County-sponsored Meals on Wheels involving both County employees and members of the public, and other mutually agreed upon uses.

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

- 1. **Incorporation.** The above recitals are hereby incorporated into this Agreement.
- 2. **Grant.** In consideration of the mutual promises and covenants set forth herein, Licensor hereby grants to the County of Tehama a revocable, non-exclusive license to use the following real property (the “Licensed Space”) during the term of this agreement, subject to the terms and conditions set forth herein:
  - i. The County may use the kitchen facilities, dining room, and the parking lot at 1500 South Jackson Street, as necessary to operate the Meals on Wheels Program. In addition, the County may use the storage unit adjacent to the main building.
- 3. **Purpose of License.** County will utilize the Licensed Space for the County-sponsored Meals on Wheels involving both County employees and members of the public held Monday through Friday from 11:00 a.m. to 2:00 p.m. It is the intent of the parties hereto that this License Agreement be interpreted in a manner consistent with the terms of the Agreement

between the County of Tehama and the City of Red Bluff for Operation Management and Maintenance of the Red Bluff Community/Senior Center dated on or about April 5, 2016

4. Consideration. The consideration for this License is, and shall be, the County's full and timely compliance with the terms, conditions and restrictions of this License. The County shall pay Licensor One Hundred Fifty Dollars (\$ 150) per month for this License.
5. Term. This License shall commence on July 1, 2026, and shall terminate on June 30, 2029, unless terminated earlier pursuant to Section 6.
6. Termination. If Licensor fails to perform his/her duties to the satisfaction of the County, or if Licensor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Licensor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Licensor. Either party may terminate this agreement on 30 days' written notice, with or without cause. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.  
The County's right to terminate this agreement may be exercised by the Tehama County Chief Administrator. The City's right to terminate may be exercised by the City of Red Bluff City Manager.
7. License Temporary in Nature. The County agrees that the rights herein are of a non-exclusive, non-possessory nature and in no event will this License or any memorandum of this License be recorded with the County Recorder's Office.
8. Assignment. This License is personal to the County. The County shall not assign or otherwise transfer this License or any rights, privileges, or obligations hereunder to any other person or entity. Except as provided in Section 3, the County shall not permit the use of any portion of the Licensed Space by others without the prior written consent of the Licensor, which consent will not be unreasonably withheld.
9. Maintenance and Repairs. The Licensor shall be responsible for maintenance on the premises. The County shall be fully responsible for repairs that are needed as a direct result of usage by the Licensee.
10. County's Indemnification. County shall indemnify and hold Licensor harmless from and defend Licensor against any and all claims of liability for any injury, death, or damage to any person or property occurring in or on the premises when such injury, death or damage is caused in part or in whole by the neglect, fault or

omission of any duty with respect to the same by County, its agents, contractors, or employees. County shall further indemnify and hold Licensor harmless from and against any and all claims arising from any breach or default in the performance of any obligation on County's part to be performed under the terms of this license, or arising from any negligence or wrongdoing of County or any of its agents, contractors, or employees and from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against Licensor by reason of any such claim, County, upon notice from Licensor, shall defend the same at County's expense provided, however, that County shall not be required to defend nor be liable for damage, injury, or death occasioned by the active or passive negligence or intentional acts of Licensor or its agents, contractors, or employees. Licensor shall provide notice to County within 10 days of receipt or notice of any claim.

11. Licensor's Indemnification. Licensor shall indemnify and hold County harmless from and defend County against any and all claims of liability for any injury, death, or damage to any person or property occurring in, on, or about the premises when such injury, death, or damage is caused in part or in whole by the neglect, fault, or omission of any duty with respect to the same by Licensor, its agents, contractors, or employees. Licensor shall further indemnify and hold County harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Licensor's part to be performed under the terms of this license, or arising from any negligence or wrongdoing of Licensor, or any of its agents, contractors, or employees and from and against all costs, attorney's fees (including fees of County Counsel), expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against County by reason of any such claim, Licensor, upon notice from County, shall defend the same at Licensor's expense provided, however, that Licensor shall not be liable for damage or injury occasioned by the active or passive negligence or intentional acts of County or its agents or employees. County shall be required to provide notice to the Licensor within 10 days of receipt or notice of any claim.
12. Liability Insurance. County and Licensor shall each secure and maintain in full force and effect during the full term of this License commercial general liability insurance, or participate in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public, with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Insurance policies shall be written by carriers reasonably satisfactory to each party. On request, each party shall provide to the other party a certificate evidencing the insurance requirements of this provision.
13. Licensor's Property Insurance. Licensor and Licensee shall each maintain on the building and other improvements of which the Licensed Space is a part, a policy of standard fire and extended coverage insurance, with vandalism and malicious

mischievous endorsements, to the extent of the full replacement value. The parties acknowledge and agree that this policy shall be for the mutual benefit of Licensor and the County.

14. Release and Waiver of Subrogation. Licensor hereby releases the County and its elected officials, officers, employees, agents, volunteers, and invitees from any claims for damage to any person or property of Licensor about the Licensed Space that are caused by or result from risks insured against under any insurance policies carried by Licensor. Licensor further agrees that the County shall not be liable to Licensor for any damage caused by fire or any of the risks insured against under any insurance policy and Licensor shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the County in connection with any covered damage.
15. Licensor Access. The County shall permit authorized representatives of the Licensor to enter the Licensed Space for purposes of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the operation of the premises of which the Licensed Space is a part.
16. Utilities. Subject to the terms of the Agreement between the County of Tehama and the City of Red Bluff for Operation Management and Maintenance of the Red Bluff Community/Senior Center dated on or about April 5, 2016, Licensor shall pay all charges for electricity, gas, telephone, garbage removal, custodial services, common area utilities, sewer, and water service associated with the premises during the term of this License and any extensions thereof.
17. Operation. The County shall confine its activities in the Licensed Space strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from (i) marring or impairing the appearance of the Licensed Space, (ii) obstructing access to any area or space within the premises of which the Licensed Space is a part, (iii) interfering with the transaction of Licensor's business in, or the convenience of the public in accessing and using, the premises, or (iv) jeopardizing the safety or security of persons or property on or in the premises. The County shall at all times maintain the Licensed Space in a clean, sanitary, and orderly condition reasonably satisfactory to Licensor.
18. Anti-Discrimination. The Parties agree to comply with all applicable Federal and California laws relating to discrimination against employees or members of the public because of race, color, ancestry, national origin, religious creed, sex (including gender, pregnancy, childbirth, or related medical conditions), veteran status, marital status, sexual orientation, or disability including, but not limited to, the California Fair Employment Practice Act beginning with Government Code section 12900, Title VII of the Civil Rights Act of 1964, and the Americans With Disabilities Act of 1990

19. Relationship of the Parties. Licensor and the County hereby confirm and agree that, in performing their respective obligations and exercising their respective rights under this License, each Party is at all times an independent contractor with respect to the other Party, and that no relationship of employer-employee, partnership, or joint venture is created by this License between Licensor and the County. Neither Licensor nor the County, nor any other person or entity performing services on behalf of either party pursuant to this License, will have any right or claim against the other party under this License for social security benefits, workers' compensation benefits, health benefits, vacation pay, sick leave, or any other employee benefits of any kind or nature whatsoever. Each party is responsible to provide and maintain its own workers' compensation insurance covering its own employees, and neither party will have any liability or responsibility for workers' compensation insurance coverage for employees of the other Party
20. Law and Venue. This License agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of, the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.
21. Compliance with Laws. In the exercise of any privilege granted by this License, and in the performance of any duties required by this License, the parties shall comply with all applicable federal, state, and local laws, and the rules, orders, regulations and requirements of governmental departments and bureaus.
22. Authority. Each party executing this License agreement and each person executing this License agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.
23. Confidentiality Notwithstanding any other provision of this Agreement, the Licensor agrees to protect the confidentiality of any and all patient or client information with which the Licensor may come into incidental contact in the process of performing its contracted services. The Licensor shall not retain, copy, use, or disclose this information in any manner for any purpose. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Agreement.

**IN WITNESS WHEREOF**, the County and Licensor have executed this License agreement on the day and year set forth below.

**Date:**

3/11/26

**CITY OF RED BLUFF**

**By**

  
\_\_\_\_\_  
Tom Westbrook, City Manager

**Date:**

9/24/26

**COUNTY OF TEHAMA**

**By**

  
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Gabriel Hydrick, Chief Administrator