



BOARD MEETING AGENDA SUBMITTAL

TO: GCSO Board of Directors

FROM: Peter Kampa, General Manager

DATE: April 8, 2025

SUBJECT: Agenda Item 4G: Authorize the General Manager to Execute a License Agreement for Temporary Use of Groveland Community Services District Property with Arbor Works. Inc for the Purpose of Parking Vehicles at the District's Leon Rose Ballfield Parking Lot

RECOMMENDED ACTION:

I move to authorize the General Manager to execute a License Agreement for Temporary Use of Groveland Community Services District Property with Arbor Works. Inc for the purpose of parking vehicles at the District's Leon Rose Ballfield Parking Lot.

BACKGROUND:

Arbor Works approached the District requesting the temporary use of the District's ballfield parking lot for overnight parking while conducting a tree maintenance project for PG&E. In response, District staff had legal counsel prepare the attached License Agreement for Temporary Use outlining the terms and conditions of this temporary use.

Key Terms of the Agreement:

- **Duration:** One month, with an option for extension upon mutual agreement.
- **Compensation:** Arbor Works will pay \$500 per week for the use of the property.
- **Security Deposit:** A \$1,000 deposit will be required to cover potential damages or cleanup.
- **Liability and Insurance:** Arbor Works will provide necessary insurance coverage and indemnify the District from any liabilities.
- **Condition of Property:** Arbor Works will be responsible for maintaining and restoring the property to its original condition at the end of the agreement.

FINANCIAL IMPACT:

Licensee shall pay Five Hundred Dollars (\$500.00) per week to GCSO. The amount due for any partial week shall be pro-rated based on the rate provided in the agreement.

ATTACHMENTS:

1. License Agreement

**LICENSE AGREEMENT
FOR TEMPORARY USE OF GCSD PROPERTY**

PROPERTY / SITE: _____ (the "Property")

LICENSEE: _____ ("Licensee")

COMMENCEMENT DATE: _____ ("Commencement Date")

TERMINATION DATE: _____ ("Termination Date")

This LICENSE AGREEMENT FOR TEMPORARY USE OF GCSD PROPERTY ("Agreement") is made between the Groveland Community Services District ("GCSD") and Licensee (each a "Party" or collectively the "Parties"), with reference to the following:

WHEREAS, GCSD is a community services district that provides water, sewer, fire, and parks and recreation services; and

WHEREAS, GCSD is the owner of the Property; and

WHEREAS, Licensee has requested to use the Property for a limited duration, for the purpose of storing vehicles and equipment overnight while it completes a tree maintenance project for PG&E; and

WHEREAS, GCSD agrees that Licensee may use the Property, subject to the terms and conditions set forth herein.

LICENSE

NOW, THEREFORE, in consideration for the mutual covenants and promises contained herein, the Parties agrees as follows:

1. *PERMISSION GRANTED.* GCSD hereby grants permission to Licensee, its employees, contractors, and agents to use the Property for the purposes expressed in this Agreement.
2. *DURATION.* This license shall be effective as of the Commencement Date, and shall continue through the Termination Date. The Parties may mutually agree to extend this Agreement.
3. *CONSIDERATION.* For and in consideration of this license, Licensee shall pay Five Hundred Dollars (\$500.00) per week to GCSD. The amount due for any partial week shall be pro-rated based on the rate provided herein. Payment shall be due in advance of each Monday for the duration of this Agreement.
4. *DEPOSIT.* Upon execution of this Agreement, Licensee shall provide a security deposit of One Thousand Dollars (\$1,000.00) ("Deposit"). GCSD will inspect the Property after the Termination Date. The Deposit may be used for any damage or cleanup on the Property attributable to the activities of Licensee. Any amount

deducted from the Deposit shall be accompanied by a written explanation in reasonable detail explaining the amounts deducted.

5. *CONDITION OF PROPERTY.* Licensee acknowledges that it is accepting the Property in its "AS IS" condition. GCSD has no obligation to prepare the Property in any way for use by Licensee. Licensee shall keep the Property in good, clean, and safe condition at all times for the duration of the license. Before termination of this Agreement, Licensee shall clear the Property of all debris and restore the Property to the condition existing prior to its use of the Property.
6. *RELEASE OF LIABILITY.* Licensee hereby releases GCSD, its officials, employees, agents, and contractors from all liabilities or damages resulting from Licensee's use and activities on or about the Property. This release shall include, but not be limited to, all accidents, injuries, and damages suffered by persons or property of Licensee. With this release, Licensee hereby agrees to defend, indemnify, and hold harmless GCSD for all such liabilities and damages. GCSD shall have no responsibility for damages or losses to Licensee's vehicles, equipment, or other property which may be stored on the Property.
7. *INSURANCE.* Licensee shall obtain and maintain insurance policies at minimum including General Liability Insurance and Commercial Automobile Insurance for the duration of this license, in forms and amounts acceptable to GCSD. All insurance policies shall (a) name GCSD and its officials, employees, agents, and representatives as additional insureds ("GCSD Agents"), and (b) contain waivers of all rights of subrogation or recovery against GCSD and GCSD Agents. Before commencing use of the Property, Licensee shall provide properly executed certificates of insurance that clearly evidence all insurance policies required by this Agreement.
8. *ENCROACHMENT REQUIREMENTS.* Applicant is not required to submit an application for an encroachment permit pursuant to GCSD requirements. However, use of the Property shall be subject to all GCSD encroachment conditions attached and incorporated hereto as **Exhibit A**, as may be applicable. In the event of any conflict between the provisions of this Agreement and the conditions contained in **Exhibit A**, the provisions of this Agreement shall govern.
9. *COOPERATION.* The Parties agree to work cooperatively and hereby commit to direct, open, and honest communications at all times to accomplish the purposes of this Agreement.
10. *NOTICES.* All notices and communications related to this Agreement shall be directed to the primary representative of the Parties identified below. All notices and communications shall be provided by email.
11. *AUTHORITY.* Each person executing this Agreement represents that he or she is authorized to execute this Agreement on behalf of the Parties and bind the Parties to all terms and conditions contained herein.

12. *COUNTERPARTS*. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

13. *AMENDMENT*. This Agreement may only be amended by the written mutual consent of the Parties.

[*Signatures and notices information*]

THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATES WRITTEN BELOW. BY EXECUTION OF THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THEY HAVE BOTH READ THIS AGREEMENT AND THAT THEY FULLY UNDERSTAND ITS TERMS.

GCSD:

LICENSEE:

By: _____
Pete Kampa, General Manager

By: _____

Print: _____

Title: _____

Date: _____

Date: _____

NOTICES INFORMATION FOR PRIMARY REPRESENTATIVES:

GCSD:

LICENSEE:

Name: _____

Name: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

EXHIBIT A

GCSD ENCROACHMENT CONDITIONS

1. Upon discovery of any damage to GCSD property, including without limitation, GCSD easements, utilities, or related infrastructure affected by Licensee's construction, maintenance, or use of GCSD property as authorized specifically herein, GCSD may restore its property to its condition as of the Commencement Date or better at the expense of Licensee, including the removal of any improvements or property of Licensee thereon.
2. Any and all construction work performed and/or improvements installed on GCSD property pursuant to this Agreement shall be constructed and completed to the satisfaction and under the inspection of GCSD, which shall be notified by Licensee before any work is started by advising GCSD in writing.
3. Licensee's use of, or encroachment upon, GCSD property is limited to those purposes and those activities specifically described in this Agreement and on drawings approved by GCSD. Failure of Licensee to limit their activities and encroachments to the approved use, or to comply with any conditions herein may result in revocation of this Agreement and mandatory removal of all improvements and encroachments thereon at the expense of Licensee.
4. If the amount of the security deposit is inadequate to restore or repair any damage to GCSD property caused by improper work or use by Licensee, GCSD may require Licensee to deposit additional security in the amount sufficient to pay the cost of any restoration of or repair to GCSD property. Failure by Licensee to post additional security required by GCSD may result in revocation of the Agreement.
5. GCSD assumes no maintenance or other responsibility for the construction work, improvements, or other property of Licensee on or affecting GCSD property. Licensee assumes any and all maintenance responsibility for the work, improvements, or other encroachments under this Agreement.
6. GCSD is not liable for damage caused by operation, maintenance, or use of the authorized improvements or encroachments whether required to be removed or not.
7. Licensee will promptly remove all or any portion of the improvements or encroachments upon the written request of GCSD. This request may be made at any time, for any or no reason. In the event Licensee does not promptly remove the improvements or encroachments, GCSD may accomplish the removal at the expense of Licensee.
8. Upon completion of the activities and purposes specified herein, Licensee shall contact the designated representative of GCSD, remove all encroachments on GCSD property, and restore GCSD property to its condition as of Commencement Date.
9. This Agreement is entered into on the condition that the permission granted to use GCSD property for the purposes specified herein shall not be construed as establishing any precedent with respect to what constitutes permissible uses of GCSD property.

10. No material shall be stored on GCSD property except as otherwise authorized by this Agreement or GCSD in writing.
11. This Agreement shall be kept at the site of the encroachment and must be shown to any representative of GCSD or any law enforcement officer on demand.
12. GCSD may periodically inspect the GCSD property subject to this Agreement, without cause or notice.
13. Repairs to GCSD property necessitated by Licensee's use may be performed by employees of GCSD and the expenses thereof shall be charged to Licensee. All costs incurred by GCSD with respect to laborers, supervisors, and inspectors with respect to such repair work may first be reimbursed to GCSD out of the security deposit paid by Licensee. To the extent such security deposit exceeds the costs incurred by GCSD repairing GCSD property, the security deposit will be refunded to Licensee. GCSD will give reasonable notice of its election to make such repairs. If GCSD does not so elect, Licensee shall make such repairs promptly at its sole expense. In every case, Licensee shall be responsible for restoring any portion of GCSD Property which has been disturbed to its former condition as of the Commencement Date.
14. Licensee agrees by the execution of this Agreement to exercise reasonable care to maintain GCSD property and any improvements or property placed thereon during the period of the encroachment as authorized by the terms of this Agreement. Licensee shall undertake all such maintenance and/or repairs at its own expense.