

GA 1213-215  
 SSA/MAOF  
 15405 Lansdowne, Tustin

## LICENSE AGREEMENT

THIS LICENSE (“**License**”) is made and entered into \_\_\_\_\_, 2014 (“**Effective Date**”), by and between MEXICAN AMERICAN OPPORTUNITY FOUNDATION, a California non-profit corporation (hereinafter referred to as “**LICENSEE**”) and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “**COUNTY**”) without regard to number and gender.

## RECITALS

- I. COUNTY and LICENSEE will enter into an Early Childhood Education Services Agreement on March 1, 2014 (“**Service Agreement**”) for the purpose of providing services designed to meet the educational, developmental, emotional, social, physical, health, and nutritional needs for at-risk, abused and neglected children at the TFC Early Childhood Development Center (“**Services**”).
- II. The Services provided by LICENSEE through the Service Agreement are now being extended to enhance the Services by conveniently locating an office at COUNTY’s Social Services Agency (“**SSA**”) office located at 15405 Lansdowne in the City of Tustin (“**SSA Office**”).
- III. The Services provided by LICENSEE at the SSA Office will provide a convenient on-site source for Services required to stabilize behaviors of at-risk, abused and neglected children and to help them grow and develop to their fullest potential emotionally, socially, cognitively, and physically. Having the Services on-site will help SSA meet the department’s commitment to expediting service delivery to its customers.
- IV. LICENSEE has agreed to provide the Services at space within the SSA Office and COUNTY agrees to provide sufficient office space for LICENSEE to provide the Services.

**NOW, THEREFORE**, in consideration of the Recitals, incorporated by reference herein, and the mutual covenants and agreements hereinafter contained, COUNTY and LICENSEE mutually agree to the following:

### 1. DEFINITIONS (AMLC-2.1 S)

The following words in this License have the significance attached to them in this clause, unless otherwise apparent from context:

“**Board of Supervisors**” means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

“**Corporate Real Estate**” means the County Executive Office, Corporate Real Estate, County of Orange or upon written notice to LICENSEE, such other entity as shall be designated by the County Executive Officer.

“**County Counsel**” means the County Counsel, County of Orange, or designee, or upon written notice to LICENSEE, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

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1 **“County Executive Officer”** means the County Executive Officer, County Executive Office, County of  
3 Orange, or designee, or upon written notice to LICENSEE, such other person or entity as shall be designated  
by the Board of Supervisors.

5 **“Facilities Services Manager”** means the Manager, Social Services Agency/Facilities Services, County of  
7 Orange, or designee, or upon written notice to LICENSEE, such other person or entity as shall be designated  
by the Director of Social Services Agency.

9 **“Manager of Corporate Real Estate”** means the Manager, County Executive Office, Corporate Real  
11 Estate, County of Orange, or designee or upon written notice to LICENSEE, by the County Executive  
Officer.

13 **“Orange County Flood Control District”** means the body, corporate and politic formed to develop, own  
15 and operate flood control facilities in and for the County of Orange.

17 **“Risk Manager”** means the Manager of County Executive Office, Risk Management, for the County of  
19 Orange, or upon written notice to LICENSEE, such entity as shall be designated by the County Executive  
Officer.

21 **“SSA Director”** means the Director, Social Services, County of Orange, or designee, or upon written notice  
23 to LICENSEE, such other person or entity as shall be designated by the County Executive Officer or the  
Board of Supervisors.

25  
27 ~~**2. TERM (AMLC-3.1 S)**~~

29 ~~This License shall become effective upon the Effective Date. Said License shall continue in effect until  
31 terminated as provided in Clause 3 (TERMINATION) of this License or until five (5) years from the date  
first written, whichever occurs first.~~

33 **TERM (AMLC-3.1 N)**

35 The three (3) year term (“**Term**”) of this License shall commence on July 1, 2017 and shall terminate on  
37 June 30, 2022. Said License shall continue in effect for the Term, unless otherwise terminated as  
provided in Clause 4 (TERMINATION) of this License, however, in the event that the Service  
39 Agreement between the Parties terminates, this License shall also immediately terminate concurrently  
therewith without any notice. However if the Parties enter into a new service agreement so as to provide  
41 continuity of Services, this License shall remain effective and continue in effect throughout the term of  
the new service agreement; in which event the continuation of this License will be confirmed in writing  
by the SSA Director.”

43 **3. TERMINATION (AMLC-3.3 N)**

45 This License shall be revocable by either COUNTY or LICENSEE at any time, without penalty, with thirty  
47 (30) calendar days’ written notice to the other party. Notice shall be deemed served on the date of mailing.

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1  
 3 **4. LICENSE AREA (AMLC-4.2 N)**

5 COUNTY grants to LICENSEE the right to use that certain property hereinafter referred to as “**License**  
 7 **Area,**” described in **Exhibit “A”** and shown on **Exhibit “B”** which exhibits are attached hereto and by  
 9 reference made a part hereof, together with non-exclusive, in common use of COUNTY’s elevators,  
 stairways, washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, other  
 facilities and common areas appurtenant to COUNTY’s property adjacent to the License Area.

11 **5. PARKING (AMLC-4.4 S)**

13 COUNTY shall provide ten (10) parking space(s) for LICENSEE’s free and non-exclusive use. Said  
 15 location of parking space(s) shall be determined by the Facilities Services Manager.

17 ~~**6. USE (AMLC-5.1 N)**~~

19 ~~LICENSEE’s use of the License Area shall be limited to general office and child development services to be  
 21 provided to children ages birth to five (5) years of age residing at the Tustin Family Campus (“TFC”), foster  
 children referred to the TFC Early Childhood Development Center, and for those children who started the  
 program at TFC and have subsequently been placed in the community.~~

23 ~~LICENSEE agrees not to use the License Area for any other purpose nor to engage in or permit any other  
 25 activity within or from the License Area without prior written approval from the Facilities Services Manager.  
 LICENSEE further agrees not to conduct or permit to be conducted any public or private nuisance in, on, or  
 27 from the License Area, not to commit or permit to be committed waste on the License Area, and to comply  
 with all governmental laws and regulations in connection with its use of the License Area.~~

29 **“6. USE (AMLC-5.1 N)**

31 LICENSEE’s use of the License Area shall be limited to general office and child development services to  
 33 be provided to children ages birth to five (5) years of age residing at the Tustin Family Campus (“TFC”),  
 foster children referred to the TFC Early Childhood Development Center, and for those children who  
 35 started the program at TFC and have subsequently been placed in the community. LICENSEE’s use of  
 the Licensed Area shall be restricted to that stated in this clause, which use is consistent with the  
 Quitclaim Deed attached as Exhibit C.

37 LICENSEE agrees not to use the License Area for any other purpose nor to engage in or permit any other  
 39 activity within or from the License Area. LICENSEE further agrees not to conduct or permit to be  
 41 conducted any public or private nuisance in, on, or from the License Area, not to commit or permit to be  
 committed waste on the License Area, and to comply with all governmental laws and regulations in  
 43 connection with its use of the License Area.

45 **NO ALCOLHOLIC BEVERAGES OR TOBACCO PRODUCTS SHALL BE SOLD OR CONSUMED**  
 47 **WITHIN THE LICENSE AREA.**

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**7. LICENSE FEE WAIVER (AMLC-6.1 N)**

In consideration for the valuable public services to the citizens of the County of Orange to be performed by LICENSEE pursuant to this License, which is necessary to carry out the Services defined in the Service Agreement, the License Fee for the LICENSEE's use of the Licensed Area shall be waived.

**8. UTILITIES (AMLC-9.3 N)**

COUNTY shall provide all utilities to the License Area at no cost to the LICENSEE.

**9. CONSTRUCTION AND/OR ALTERATION BY LICENSEE (AMD2.1 S)**

COUNTY's Consent. No structures, improvements, or facilities shall be constructed, erected, altered, or made within the License Area without prior written consent of Facilities Services Manager. Any conditions relating to the manner, method, design, and construction of said structures, improvements, or facilities fixed by the Facilities Services Manager as a condition to granting such consent, shall be conditions hereof as though originally stated herein. LICENSEE may, at any time and at its sole expense, install and place business fixtures and equipment within any building constructed by LICENSEE.

Strict Compliance with Plans and Specifications. All improvements constructed by LICENSEE within the License Area shall be constructed in strict compliance with detailed plans and specifications approved by Facilities Services Manager.

**10. MECHANICS LIENS OR STOP-NOTICES (AMD4.1 S)**

LICENSEE shall at all times indemnify, defend with counsel approved in writing by COUNTY and save COUNTY harmless from all claims, losses, demands, damages, cost, expenses, or liability costs for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the License Area, and from the cost of defending against such claims, including attorney fees and costs.

In the event a lien or stop-notice is imposed upon the License Area as a result of such construction, repair, alteration, or installation, LICENSEE shall either:

- A. Record a valid Release of Lien, or
- B. Procure and record a bond in accordance with Section 3143 of the Civil Code, which frees the Premises from the claim of the lien or stop-notice and from any action brought to foreclose the lien.

Should LICENSEE fail to accomplish either of the two optional actions above within fifteen (15) days after the filing of such a lien or stop-notice, the License shall be in default and shall be subject to immediate termination.

**11. OWNERSHIP OF IMPROVEMENTS (AMD6.1 N)**

All improvements, exclusive of trade fixtures, constructed or placed within the License Area by LICENSEE must, upon completion, be free and clear all liens, claims, or liability for labor or material and at COUNTY's option shall be the property of COUNTY's at the expiration of this License or upon earlier termination hereof. COUNTY retains the right to require LICENSEE, at LICENSEE's cost, to remove all LICENSEE's improvements located on the License Area at the expiration or termination hereof.

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1 **12. INSURANCE (ALMC10.1 S)**

3 LICENSEE agrees to purchase all required insurance at LICENSEE's expense and to deposit with COUNTY  
5 certificates of insurance, including all endorsements required herein, necessary to satisfy COUNTY that the  
7 insurance provisions of this License have been complied with and to keep such insurance coverage and the  
9 certificates and endorsements therefore on deposit with the COUNTY during the entire term of this License.  
11 This License shall automatically terminate at the same time LICENSEE's insurance coverage is terminated.  
13 If within ten (10) business days after termination under this Clause LICENSEE obtains and provides  
15 evidence of the required insurance coverage acceptable to Facilities Services Manager, this License may be  
17 reinstated at the sole discretion of Facilities Services Manager.

19 LICENSEE agrees that LICENSEE shall not operate on the License Area at any time the required insurance  
21 is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the  
23 interim, an official binder being in the possession of Facilities Services Manager. In no cases shall  
25 assurances by LICENSEE, its employees, agents, including any insurance agent, be construed as adequate  
27 evidence of insurance. Facilities Services Manager will only accept valid certificates of insurance and  
29 endorsements, or in the interim, an insurance binder as adequate evidence of insurance. LICENSEE also  
31 agrees that upon cancellation, termination, or expiration of LICENSEE's insurance, COUNTY may take  
33 whatever steps are necessary to interrupt any operation from or on the License Area until such time as the  
35 Facilities Services Manager reinstates the License.

37 If LICENSEE fails to provide Facilities Services Manager with a valid certificate of insurance and  
39 endorsements, or binder at any time during the term of the License, COUNTY and LICENSEE agree that  
41 this shall constitute a material breach of the License. Whether or not a notice of default has or has not been  
43 sent to LICENSEE, said material breach shall permit COUNTY to take whatever steps necessary to interrupt  
45 any operation from or on the License Area, and to prevent any persons, including, but not limited to,  
47 members of the general public, and LICENSEE's employees and agents, from entering the License Area  
49 until such time as Facilities Services Manager is provided with adequate evidence of insurance required  
51 herein. LICENSEE further agrees to hold COUNTY harmless for any damages resulting from such  
53 interruption of business and possession, including, but not limited to, damages resulting from any loss of  
55 income or business resulting from COUNTY's action.

57 All contractors performing work on behalf of LICENSEE pursuant to this License shall obtain insurance  
59 subject to the same terms and conditions as set forth herein for LICENSEE. LICENSEE shall not allow  
61 contractors or subcontractors to work if contractors have less than the level of coverage required by  
63 COUNTY from LICENSEE under this License. It is the obligation of LICENSEE to provide written notice  
65 of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any  
67 contractor to begin work within the License Area. Such proof of insurance must be maintained by  
69 LICENSEE through the entirety of this License and be available for inspection by a COUNTY representative  
71 at any reasonable time.

73 All self-insured retentions ("**SIRs**") and deductibles shall be clearly stated on the Certificate of Insurance. If  
75 no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of  
77 coverage. Any self-insured retention ("**SIR**") or deductible in excess of \$25,000 (\$5,000 for automobile  
79 liability), shall specifically be approved by COUNTY's Risk Manager.

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If LICENSEE fails to maintain insurance acceptable to COUNTY for the full term of this License, COUNTY may terminate this License.

### Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of the **Best's key Rating Guide/Property-Casualty/United States or ambest.com**.

If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, COUNTY's Risk Manager retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by LICENSEE shall provide the minimum limits and coverage as set forth below:

<u>Coverages</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office ("ISO") form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

### **Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.

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- 1           2) A primary non-contributing endorsement evidencing that the Licensee's insurance is primary and  
 3           any insurance or self-insurance maintained by COUNTY shall be excess and non-contributing.

5 All insurance policies required by this contract shall waive all rights of subrogation against the County of  
 7 Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and  
 9 employees when acting within the scope of their appointment or employment.

11 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of  
 13 subrogation against the County of Orange, and members of the Board of Supervisors, its elected and  
 15 appointed officials, officers, agents and employees.

17 All insurance policies required by this contract shall give COUNTY 30 days notice in the event of  
 19 cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an  
 21 endorsement separate from the Certificate of Insurance.

23 The Commercial General Liability policy shall contain a severability of interests clause, also known as a  
 25 "separation of insureds" clause (standard in the ISO CG 001 policy)

27 Insurance certificates should be forwarded to the COUNTY address provided in Clause 19 (NOTICES)  
 29 below or to an address provided by Facilities Services Manager. LICENSEE has ten (10) business days to  
 31 provide adequate evidence of insurance or this License may be cancelled.

33 COUNTY expressly retains the right to require LICENSEE to increase or decrease insurance of any of the  
 35 above insurance types throughout the term of this License. Any increase or decrease in insurance will be as  
 37 deemed by COUNTY's Risk Manager as appropriate to adequately protect COUNTY.

39 COUNTY shall notify LICENSEE in writing of changes in the insurance requirements. If LICENSEE does  
 41 not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating  
 43 such changes within thirty (30) days of receipt of such notice, this License may be in breach without further  
 45 notice to LICENSEE, and COUNTY shall be entitled to all legal remedies.

### 47 **13. LIMITATION OF THE LICENSE (AMLC-13.1 S)**

49 This License and the rights and privileges granted LICENSEE in and to the License Area are subject to all  
 51 covenants, conditions, restrictions, and exceptions of record or apparent from a physical inspection of the  
 53 License Area. Nothing contained in this License or in any document related hereto shall be construed to  
 55 imply the conveyance to LICENSEE of rights in the License Area, which exceed those owned by COUNTY.

### 57 **14. LABOR CODE COMPLIANCE (AMLC 14.1 S)**

59 LICENSEE acknowledges and agrees that all improvements or modifications required to be performed as a  
 61 condition precedent to the commencement of the term of this License or any such future improvements or  
 63 modifications performed by LICENSEE at the request of COUNTY shall be governed by, and performed in  
 65 accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State  
 67 of California (Sections 1770, et seq.). These provisions may be applicable to improvements or  
 69 modifications costing more than \$1,000.

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1 Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, LICENSEE shall  
3 comply with the general prevailing rate of per diem wages and the general prevailing rate for holiday and  
overtime work in the locality applicable to this License for each craft, classification, or type of workman  
5 needed to execute the aforesaid improvements or modifications. The rates are available at the following  
website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm> from the Director of the State Department  
7 of Industrial Relations. LICENSEE shall post a copy of such wage rates at the job site and shall pay the  
adopted prevailing wage rates at all times for all improvements or modifications to be completed for  
9 COUNTY within the Premises. LICENSEE shall comply with the provisions of Sections 1775 and 1813 of  
the Labor Code.

11 As required by applicable law, LICENSEE shall maintain certified payroll records for all workers that will  
be assigned to the improvements or modifications. Said payroll records shall contain, but not be limited to,  
13 the complete name, address, telephone number, social security number, job classification, and prevailing  
wage rate for each worker. Upon request LICENSEE shall provide the SSA Director updated, certified  
15 payroll records for all workers that shall include, but not be limited to, the weekly hours worked, prevailing  
hourly wage rates, and total wages paid.

17 If LICENSEE neglects, fails, or refuses to provide said payroll records to COUNTY, upon request, such  
19 occurrence shall constitute an event of default of this License and COUNTY may, notwithstanding any other  
termination provisions contained herein terminate this License.

#### 21 **15. RIGHT TO WORK AND MINIMUM WAGE LAWS (14.2 S)**

23 In accordance with the United States Immigration Reform and Control Act of 1986, LICENSEE shall require  
its employees that directly or indirectly service the License Area or terms and conditions of this License, in  
25 any manner whatsoever, to verify their identity and eligibility for employment in the United States.  
LICENSEE shall also require and verify that its contractors or any other persons servicing the License Area  
27 or terms and conditions of this License, in any manner whatsoever, verify the identity of their employees and  
their eligibility for employment in the United States.

31 Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of  
California Labor Code, Section 1178.5, LICENSEE shall pay no less than the greater of the Federal or  
33 California Minimum Wage to all its employees that directly or indirectly service the License Area, in any  
manner whatsoever. LICENSEE shall require and verify that all its contractors or other persons servicing the  
35 License Area on behalf of LICENSEE also pay their employees no less than the greater of the Federal or  
California Minimum Wage.

37 LICENSEE shall comply and verify that its contractors comply with all other Federal and State of California  
39 laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of  
the License Area or terms and conditions of this License.

41 Notwithstanding the minimum wage requirements provided for in this clause, LICENSEE, where applicable,  
43 shall comply with the prevailing wage and related requirements pursuant to the provisions of Section 1773 of  
the Labor Code of the State of California.

#### 47 **16. CHILD SUPPORT ENFORCEMENT REQUIREMENTS (AMLC 14.4 S)**



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1 In order to comply with child support requirements of the County of Orange, within thirty (30) days after  
 2 COUNTY's execution of this License, LICENSEE agrees to furnish COUNTY's Manager of Corporate Real  
 3 Estate, COUNTY's standard form, Child Support Enforcement Certification Requirements. COUNTY  
 4 acknowledges receipt of the aforementioned form, which contains the following information:

- 5
- 6 a) In the case where LICENSEE is doing business as an individual, LICENSEE's name, date of birth,  
 7 last four digits of Social Security number, and residence address;
- 8
- 9 b) In the case where LICENSEE is doing business in a form other than as an individual, the name,  
 10 date of birth, last four digits of Social Security number, and residence address of each individual  
 11 who owns an interest of ten (10) percent or more in the contracting entity;
- 12
- 13 c) A certification that the LICENSEE has fully complied with all applicable federal and state reporting  
 14 requirements regarding its employees; and
- 15
- 16 d) A certification that the LICENSEE has fully complied with all lawfully served Wage and Earnings  
 17 Assignment Orders and Notices of Assignment and will continue to so comply.

18 Failure of LICENSEE to continuously comply with all federal and state reporting requirements for child  
 19 support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and  
 20 Notices of Assignment shall constitute a material breach of this License. Failure to cure such breach within  
 21 sixty (60) calendar days of notice from COUNTY's SSA Director shall constitute grounds for termination of  
 22 this License.  
 23

24 It is expressly understood that this data will be transmitted to governmental agencies charged with the  
 25 establishment and enforcement of child support orders and will not be used for any other purpose.  
 26

27

28 **17. BEST MANAGEMENT PRACTICES (AMLC 15.1 S)**

29 LICENSEE and all of LICENSEE's, agents, employees and contractors shall conduct operations under this  
 30 License so as to assure that pollutants do not enter municipal storm drain systems which systems are  
 31 comprised of, but are not limited to curbs and gutters that are part of the street systems ("**Stormwater  
 32 Drainage System**"), and to ensure that pollutants do not directly impact "**Receiving Waters**" (as used  
 33 herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors,  
 34 bays and oceans).  
 35

36 The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant  
 37 Discharge Elimination System ("**NPDES**") permits ("**Stormwater Permits**") to the County of Orange, and  
 38 to the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter  
 39 collectively referred to as "**County Parties**") which regulate the discharge of urban runoff from areas within  
 40 the County of Orange, including the License Area. The County Parties have enacted water quality  
 41 ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the  
 42 Stormwater Drainage System.  
 43

44 To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have  
 45 developed a Drainage Area Management Plan ("**DAMP**") which includes a Local Implementation Plan  
 46 ("**LIP**") for each jurisdiction that contains Best Management Practices ("**BMPs**") that parties using  
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1 properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure,  
 3 or structural control that is used for a given set of conditions to manage the quantity and improve the quality  
 5 of stormwater runoff in a cost effective manner. These BMPs are found within the COUNTY's LIP in the  
 7 form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP  
 Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "**BMP Fact Sheets**")  
 and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and  
 minimize the impact of pollutants on stormwater runoff.

9 The use under this License does not require BMP Fact Sheets.

## 11 **18. HAZARDOUS MATERIALS (AMLC-16.1 S)**

- 13 A. Definition of Hazardous Materials. For purposes of this License, the term "**Hazardous Material**" or  
 15 "**Hazardous Materials**" shall mean any hazardous or toxic substance, material, product, byproduct, or  
 waste which is or shall become regulated by any governmental entity, including, without limitation, the  
 COUNTY acting in its governmental capacity, the State of California or the United States government.
- 17 B. Use of Hazardous Materials. LICENSEE or LICENSEE's employees, agents, independent  
 19 contractors or invitees (collectively "**LICENSEE Parties**") shall not cause or permit any Hazardous  
 21 Materials to be brought upon, stored, kept, used, generated, released into the environment or  
 disposed of on, under, from or about the License Area (which for purposes of this clause shall  
 23 include the subsurface soil and ground water). Notwithstanding the foregoing, LICENSEE may keep  
 on or about the License Area small quantities of Hazardous Materials that are used in the ordinary,  
 customary and lawful cleaning of and business operations on the License Area.
- 25 C. LICENSEE Obligations. If the presence of any Hazardous Materials on, under or about the License  
 27 Area caused or permitted by LICENSEE or LICENSEE Parties results in (i) injury to any person, (ii)  
 29 injury to or contamination of the License Area (or a portion thereof), or (iii) injury to or  
 31 contamination or any real or personal property wherever situated, LICENSEE, at its sole cost and  
 expense, shall promptly take all actions necessary or appropriate to return the License Area to the  
 33 condition existing prior to the introduction of such Hazardous Materials to the License Area and to  
 remedy or repair any such injury or contamination. Without limiting any other rights or remedies of  
 COUNTY under this License, LICENSEE shall pay the cost of any cleanup or remedial work  
 35 performed on, under or about the License Area as required by this License or by applicable laws in  
 connection with the removal, disposal, neutralization or other treatment of such Hazardous Materials  
 caused or permitted by LICENSEE or LICENSEE Parties. Notwithstanding the foregoing,  
 37 LICENSEE shall not take any remedial action in response to the presence, discharge or release, of  
 any Hazardous Materials on, under or about the License Area caused or permitted by LICENSEE or  
 LICENSEE Parties, or enter into any settlement agreement, consent decree or other compromise  
 39 with any governmental or quasigovernmental entity without first obtaining the prior written consent  
 of the COUNTY. All work performed or caused to be performed by LICENSEE as provided for  
 41 above shall be done in good and workmanlike manner and in compliance with plans, specifications,  
 permits and other requirements for such work approved by COUNTY.
- 43 D. Indemnification for Hazardous Materials. To the fullest extent permitted by law, LICENSEE hereby  
 45 agrees to indemnify, hold harmless, protect and defend (with attorneys acceptable to COUNTY)  
 COUNTY, its elected officials, officers, employees, agents and independent contractors and the  
 47 License Area, from and against any and all liabilities, losses, damages (including, but not limited,

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1 damages for the loss or restriction on use of rentable or usable space or any amenity of the License  
3 Area or damages arising from any adverse impact on marketing of the License Area), diminution in  
5 the value of the License Area, judgments, fines, demands, claims, recoveries, deficiencies, costs and  
7 expenses (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and  
9 all other professional or consultant's expenses), whether foreseeable or unforeseeable, arising  
directly or indirectly out of the presence, use, generation, storage, treatment, on or off-site disposal  
or transportation of Hazardous Materials on, into, from, under or about the License Area by  
LICENSEE or LICENSEE's Agents. The foregoing indemnity shall also specifically include the  
cost of any required or necessary repair, restoration, clean-up or detoxification of the License Area  
and the preparation of any closure or other required plans.

11 **19. NOTICES (AMLC-16.1 S)**

13 ~~All notices pursuant to this License shall be addressed as set forth below or as either party may hereafter~~  
15 ~~designate by written notice and shall be sent through the United States mail in the State of California duly~~  
17 ~~registered or certified with postage prepaid. If any notice is sent by registered or certified mail, as aforesaid,~~  
19 ~~the same shall be deemed served or delivered twenty four (24) hours after mailing thereof as above provided.~~  
~~Notwithstanding the above, COUNTY may also provide notices to LICENSEE by personal delivery, by~~  
~~regular mail, or by electric mail and any such notice so given shall be deemed to have been given upon~~  
~~receipt.~~

21  
23 TO: COUNTY

25 County of Orange  
27 Social Services Agency  
29 888 N. Main Street  
Santa Ana, CA 92701-3158  
Facilities Services Manager

TO: LICENSEE

Mexican American Opportunity Foundation  
401 N. Garfield Avenue  
Montebello, CA 90640  
Attn: Martin Castro, President and CEO  
Vicky Santos, Vice President of Operations

35  
37 **"19. NOTICES (AMLC-14.1 S)**

39 All notices pursuant to this License shall be addressed as set forth below or as either Party may hereafter  
41 designate by written notice and shall be sent through the United States mail in the State of California  
43 duly registered or certified with postage prepaid. If any notice is sent by registered or certified mail, as  
45 aforesaid, the same shall be deemed served or delivered twenty-four (24) hours after mailing thereof as  
above provided. Notwithstanding the above, COUNTY may also provide notices to LICENSEE by  
personal delivery, by regular mail, or by electric mail and any such notice so given shall be deemed to  
have been given upon receipt.

47 TO: COUNTY

TO: LICENSEE

GA 1213-215  
SSA/MAOF  
15405 Lansdowne, Tustin

County of Orange  
Social Services Agency  
Facilities Services  
500 N. State College Boulevard  
Orange, CA 92868  
Attention: Facilities Services Manager

Mexican American Opportunity  
Foundation  
401 N. Garfield Avenue  
Montebello, CA 90640  
Attention: Vicky Santos, Vice  
President of Operations

With a copy to:

County Executive Office  
333 W. Santa Ana Boulevard, 3rd Floor  
Santa Ana, CA 92701  
Attention: Chief Real Estate Officer

~~20. ATTACHMENTS TO LICENSE (AMLC-17.1 S)~~

~~This License includes the following, which are attached hereto and made a part hereof:~~

~~I. GENERAL CONDITIONS~~

~~II. Exhibit A License Description~~

~~III. Exhibit B Plot Plan~~

**“20. ATTACHMENTS TO LICENSE (AMLC-17.1 S)**

This License includes the following, which are attached hereto and made a part herof:

- I. GENERAL CONDITIONS
- II. Exhibit A – License Description
- III. Exhibit B – Plot Plan
- IV. Exhibit C – Quitclaim Deed”

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GA 1213-215  
SSA/MAOF  
15405 Lansdowne, Tustin

1 IN WITNESS WHEREOF, the parties have executed this License the day and year first above written.

3

5 APPROVED AS TO FORM:  
7 OFFICE OF COUNTY COUNSEL  
9 ORANGE COUNTY, CALIFORNIA

LICENSEE  
Mexican American Opportunity Foundation

9

11 By \_\_\_\_\_  
Deputy

By \_\_\_\_\_  
Martin Castro, President and CEO

13

Date: \_\_\_\_\_

By \_\_\_\_\_  
Vicky Santos, Vice President of Operations

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Date: \_\_\_\_\_

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19 **RECOMMENDED FOR APPROVAL**

**COUNTY**

21 **SOCIAL SERVICES AGENCY**

COUNTY OF ORANGE

23

25 By \_\_\_\_\_  
Carol Wiseman  
Director, Administrative Services Division

By \_\_\_\_\_  
Scott Mayer, Chief Real Estate Officer  
County Executive Office  
Per Ordinance 03-001 and Resolution  
No. 09-011 of the Board of Supervisors

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Date: \_\_\_\_\_

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By \_\_\_\_\_  
Mike Walsh, Facilities Services Manager

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GA 1213-215  
SSA/MAOF  
15405 Lansdowne, Tustin

1 **I. GENERAL CONDITIONS (AMLC-GC 1-15 S)**

3 **1. PERMITS AND LICENSES (AMLC - GC1 S)**

5 LICENSEE shall be required to obtain any and all permits and/or licenses which may be required in connection  
7 with the operation of the License Area as set out herein. No permit, approval, or consent given hereunder by  
9 COUNTY, in its governmental capacity, shall affect or limit LICENSEE's obligations hereunder, nor shall any  
approvals or consents given by COUNTY, as a party to this License Agreement, be deemed approval as to  
compliance or conformance with applicable governmental codes, laws, rules, or regulations.

11 **2. SIGNS (AMLC-GC2 S)**

13 LICENSEE agrees not to construct, maintain, or allow any signs, banners, flags, etc., upon License Area except  
as approved by Facilities Services Manager Unapproved signs, banners, flags, etc., may be removed.

15 **3. LICENSE ORGANIZATION (AMLC-GC3 S)**

17 The various headings and numbers herein, the grouping of provisions of this License into separate clauses and  
19 paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered  
otherwise.

21 **4. AMENDMENTS (AMLC-GC4 S)**

23 This License is the sole and only agreement between the parties regarding the subject matter hereof; other  
25 agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly  
executed by both parties.

27 **5. UNLAWFUL USE (AMLC-GC5 S)**

29 LICENSEE agrees no improvements shall be erected, placed upon, operated, nor maintained on the License Area,  
31 nor any business conducted or carried on therein or therefrom, in violation of the terms of this License, or of any  
regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.

33 **6. INSPECTION (AMLC-GC6 S)**

35 COUNTY or its authorized representative shall have the right at all reasonable times to inspect the operation to  
determine if the provisions of this License are being complied with.

37 **7. INDEMNIFICATION (AMLC-GC7 S)**

39 LICENSEE hereby waives all claims and recourse against COUNTY including the right of contribution for loss  
41 or damage of persons or property arising from, growing out of, or in any way connected with or related to this  
License except claims arising from the concurrent active or sole negligence of COUNTY, its officers, agents, and  
43 employees. LICENSEE hereby agrees to indemnify, hold harmless, and defend with counsel acceptable to  
COUNTY, its officers, agents, and employees against any and all claims, loss, demands, damages, cost, expenses,  
45 or liability costs arising out of the operation, use, or maintenance of the property described herein, and/or  
LICENSEE's exercise of the rights under this License, except for liability arising out of the concurrent active or  
47 sole negligence of COUNTY, its officers, agents, or employees, including the cost of defense of any lawsuit  
arising therefrom.

GA 1213-215  
SSA/MAOF  
15405 Lansdowne, Tustin

1 In the event COUNTY is named as co-defendant, LICENSEE shall notify COUNTY of such fact and shall  
3 represent COUNTY with counsel acceptable to COUNTY in such legal action unless COUNTY undertakes to  
5 represent itself as co-defendant in such legal action, in which event LICENSEE shall pay to COUNTY its  
7 litigation costs, expenses, and attorney's fees. In the event judgment is entered against COUNTY and LICENSEE  
because of the concurrent active negligence of COUNTY and LICENSEE, their officers, agents, or employees, an  
apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party  
shall request a jury apportionment.

#### 9 **8. TAXES AND ASSESSMENTS (AMLC-GC8 S)**

11 Although not anticipated, should this License create a possessory interest which is subject to the payment of taxes  
13 levied on such interest, it is understood and agreed that all taxes and assessments (including but not limited to  
15 said possessory interest tax) which become due and payable in connection with this License or upon fixtures,  
equipment, or other property used in connection with this License, shall be the full responsibility of LICENSEE,  
and LICENSEE shall cause said taxes and assessments to be paid promptly.

#### 17 **9. PARTIAL INVALIDITY (AMLC-GC9 S)**

19 If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be  
21 invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and  
shall in no way be affected, impaired, or invalidated thereby.

#### 23 **10. WAIVER OF RIGHTS (AMLC-GC10 S)**

25 The failure of COUNTY to insist upon strict performance of any of the terms, covenants, or conditions of this  
27 License shall not be deemed a waiver of any right or remedy that COUNTY may have, and shall not be deemed a  
29 waiver of the right to require strict performance of all the terms, covenants, and conditions of the License  
thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of  
the License. Any waiver, in order to be effective, must be signed by the party whose right or remedy is being  
waived.

#### 31 **11. CONDITION OF LICENSE AREA UPON TERMINATION (AMLC-GC11 S)**

33 Except as otherwise agreed to herein, upon termination of this License, LICENSEE shall redeliver possession of  
35 said License Area to COUNTY in substantially the same condition that existed immediately prior to  
LICENSEE's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war excepted.

#### 37 **12. DISPOSITION OF ABANDONED PERSONAL PROPERTY (AMLC-GC12 S)**

39 If LICENSEE abandons the License Area or is dispossessed thereof by process of law or otherwise, title to any  
41 personal property belonging to LICENSEE and left on the License Area 10 days after such event shall be deemed,  
43 at COUNTY's option, to have been transferred to COUNTY. COUNTY shall have the right to remove and to  
dispose of such property without liability therefor to LICENSEE or to any person claiming under LICENSEE,  
and shall have no need to account therefor.

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SSA/MAOF  
15405 Lansdowne, Tustin

1 **13. TIME OF ESSENCE (AMLC-GC13 S)**

3 Time is of the essence of this License Agreement. Failure to comply with any time requirements of this License shall constitute a material breach of this License.

5 **14. NO ASSIGNMENT (AMLC-G14 S)**

7 The License granted hereby is personal to LICENSEE and any assignment of said license by LICENSEE, voluntarily or by operation of law, shall automatically terminate the License granted hereby.

11 **15. PAYMENT CARD COMPLIANCE (ALMC-GC15 S)**

13 Should LICENSEE conduct credit/debit card transactions in conjunction with their business with the COUNTY, on behalf of the COUNTY, or as part of the business that they conduct, LICENSEE covenants and warrants that it is currently Payment Card Industry Data Security Standard (“PCI DSS”) and Payment Application Data Security Standard (“PA DSS”) compliant and will remain compliant during the entire duration of this License. LICENSEE agrees to immediately notify COUNTY in the event LICENSEE should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) days of the commencement of any such interruption.

21 Upon demand by COUNTY, LICENSEE shall provide to COUNTY written certification of LICENSEE’s PCI DSS and/or PA DSS compliance.

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GA 1213-215  
SSA/MAOF  
15405 Lansdowne, Tustin

**LICENSE DESCRIPTION (10.1 S)**

PROJECT NO: GA 1213-215

DATE: 2/3/14

PROJECT: Mexican American Opportunity Foundation (MAOF)  
Tustin Family Campus - Campus Service Center  
Early Childhood Development Center  
15405 Lansdowne Road, Building 1  
Tustin, CA 92710

WRITTEN BY: ES

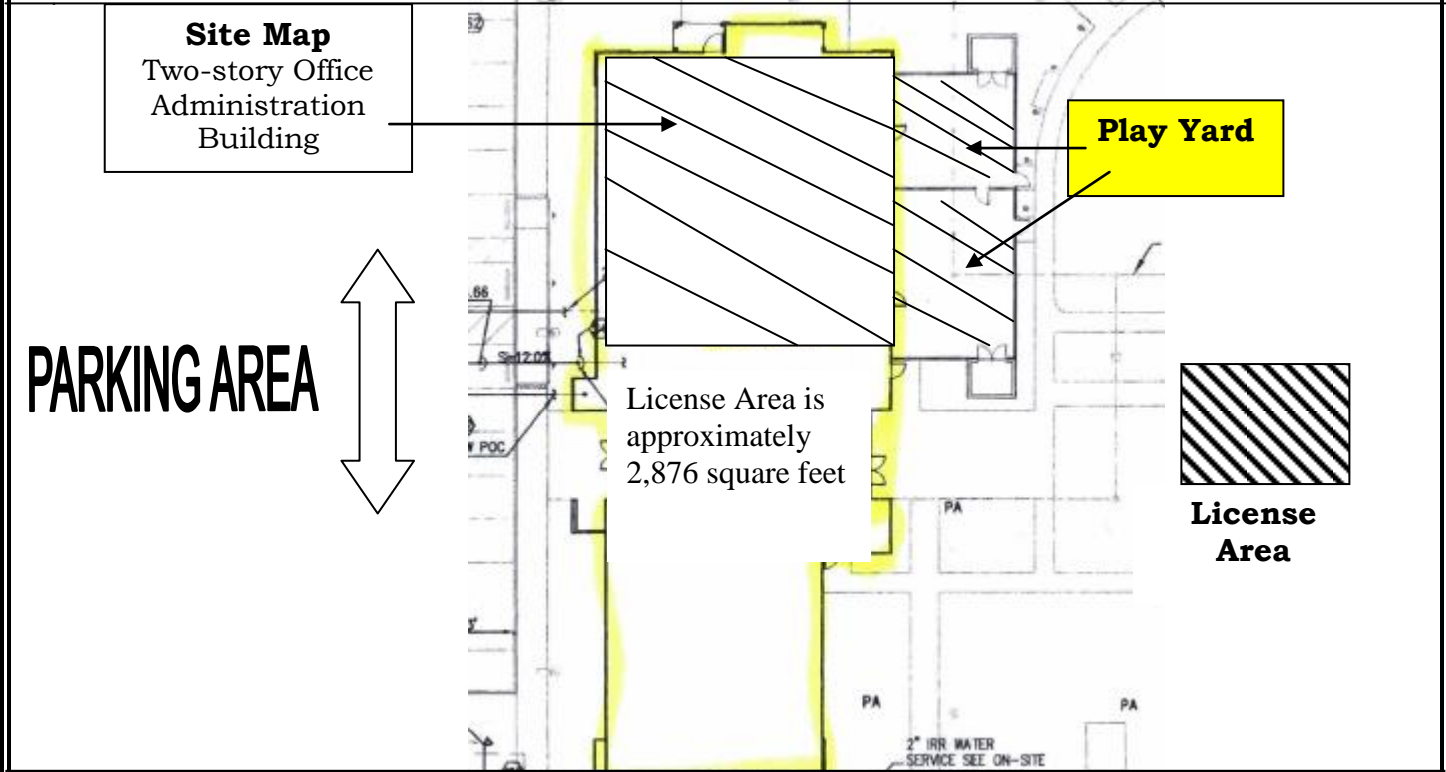
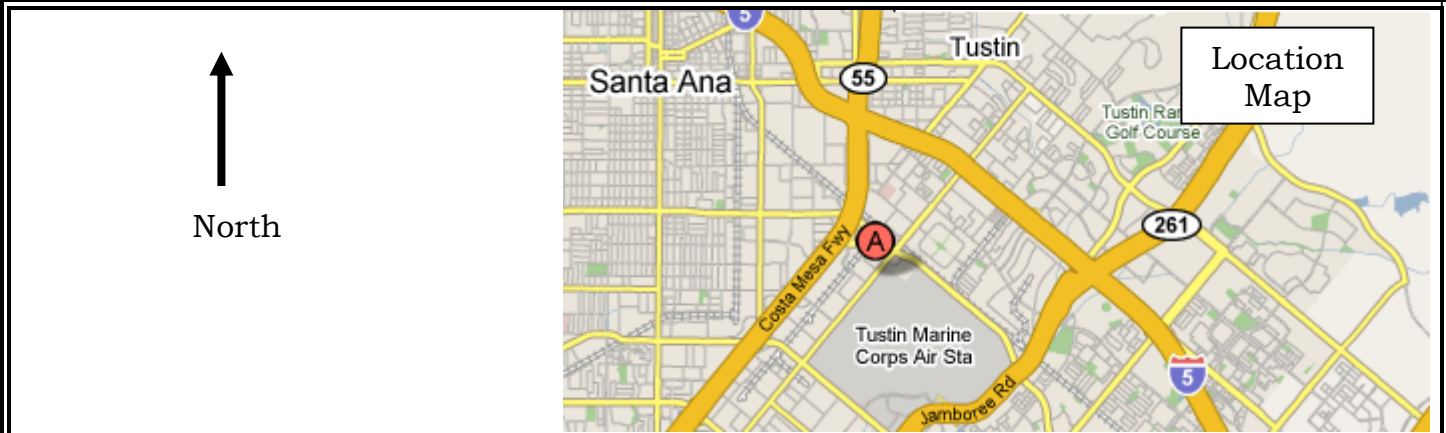
All the License Area referenced on a Plot Plan marked Exhibit B, attached hereto and made a part hereof, being the non-exclusive use of approximately Two Thousand Eight Hundred Seventy Six (2,876) rentable square feet of COUNTY-designated office space located in a portion of that certain two (2) story office building at 15405 Lansdowne Road, Building 1 and the adjacent Play Yard, in the City of Tustin, County of Orange, State of California, together with appurtenant right to use common areas located thereon, and in-common with others the appurtenant right to use the unreserved parking spaces in the adjacent parking lot shown on Exhibit B.

**NOT TO BE RECORDED**

**EXHIBIT A**

GA 1213-215  
SSA/MAOF  
15405 Lansdowne, Tustin

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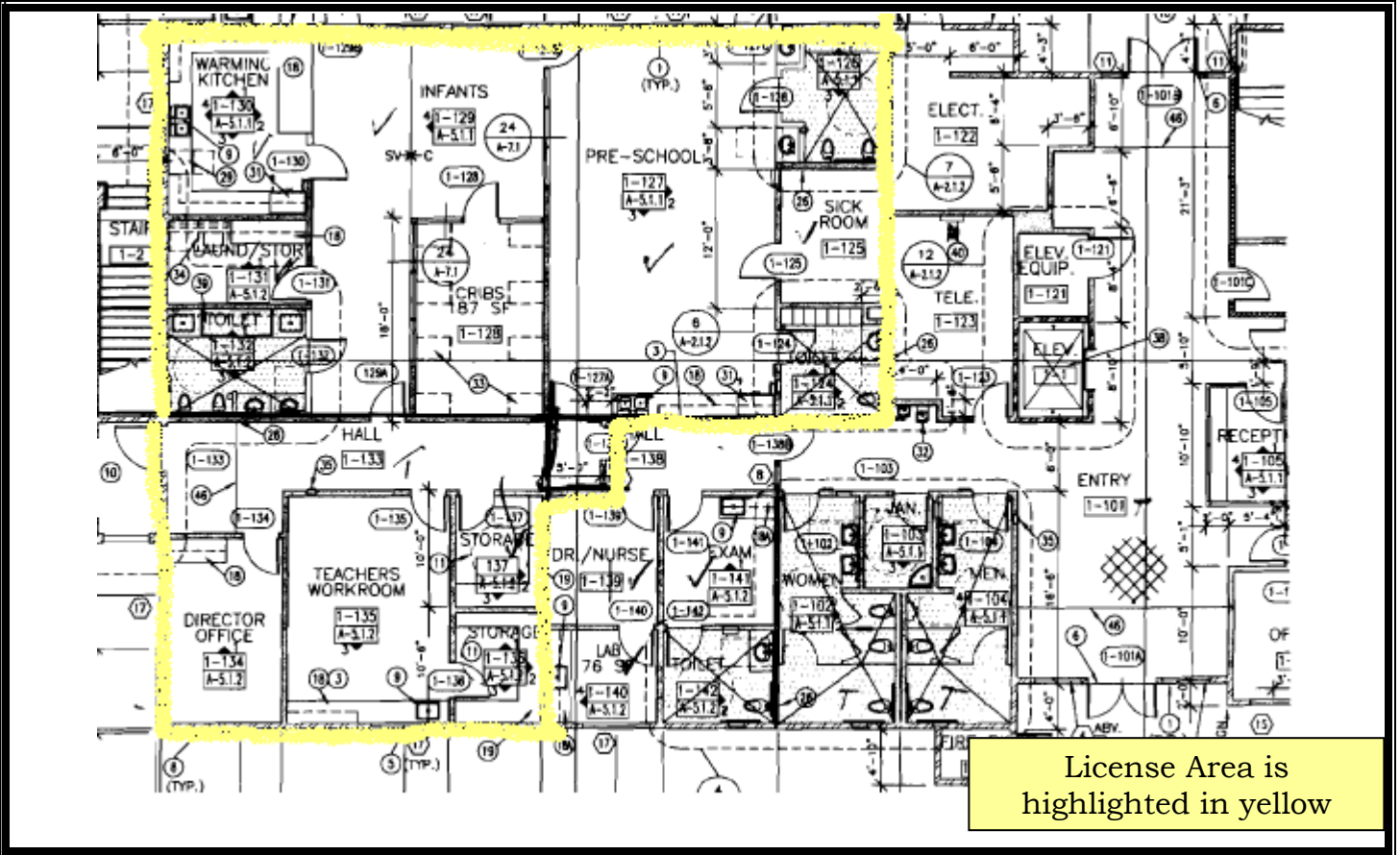
**LANSDOWNE ROAD**

**EXHIBIT B – PLOT PLAN**

(Page 1 of 3)

Project Number GA 1213-215	Prepared By: ES	<b>COUNTY OF ORANGE</b>
15405 Lansdowne, Bldg. 1, Tustin	Date: 2/3/14	Social Services Agency

GA 1213-215  
SSA/MAOF  
15405 Lansdowne, Tustin



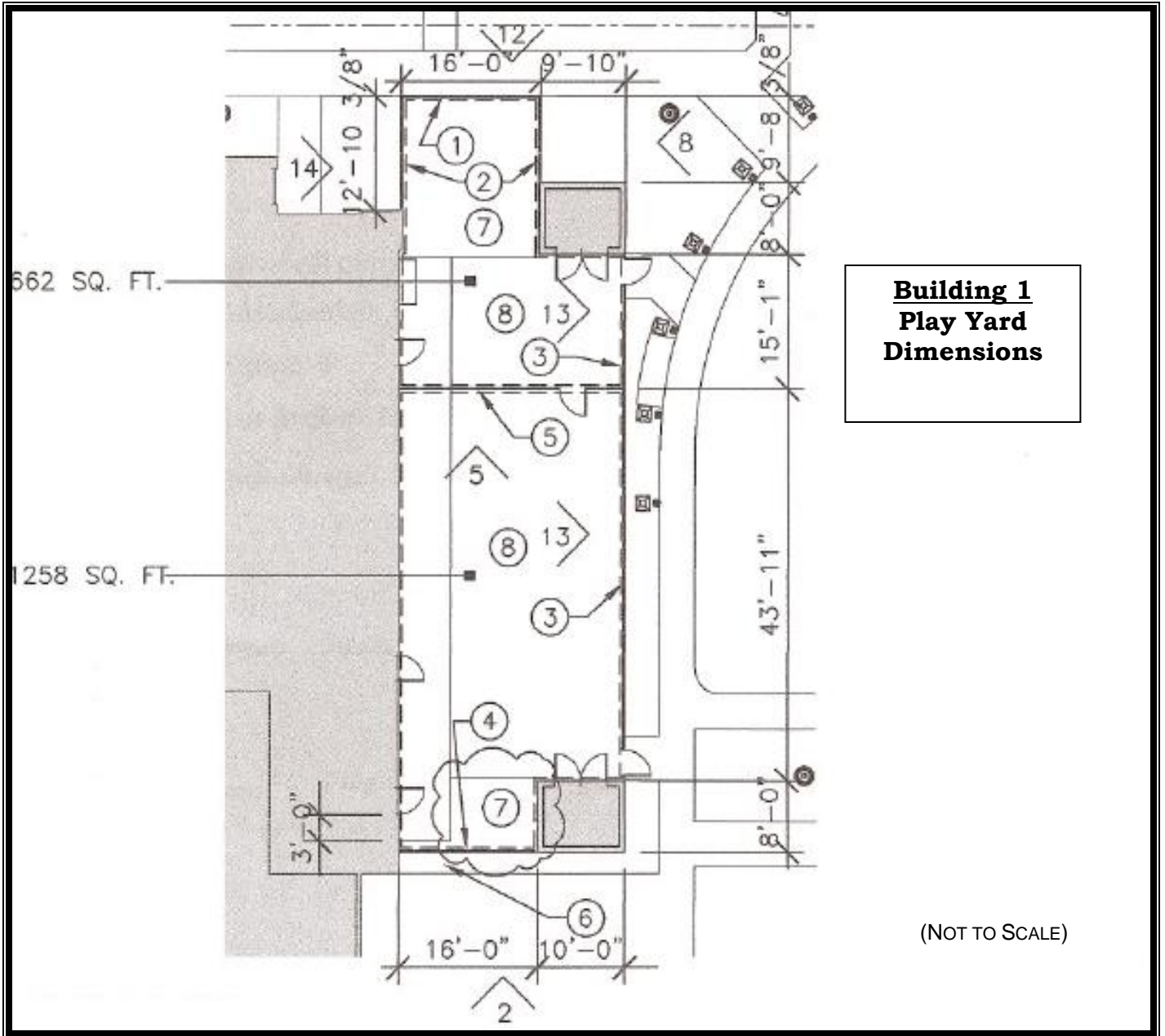
**First Floor Plan**

**EXHIBIT B**  
(Page 2 of 3)

Project Number GA 1213-215 15405 Lansdowne, Bldg. 1, Tustin	Prepared By: ES Date: 2/3/14	<b>COUNTY OF ORANGE</b> Social Services Agency
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GA 1213-215  
SSA/MAOF  
15405 Lansdowne, Tustin

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**EXHIBIT B**  
(Page 3 of 3)

Project Number GA 1213-215 15405 Lansdowne, Bldg. 1, Tustin	Prepared By: ES Date: 2/3/14	<b>COUNTY OF ORANGE</b> Social Services Agency
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