

GA 1213-218
SSA/PCG
2020 W. Walnut, Santa Ana

LICENSE AGREEMENT

This LICENSE AGREEMENT (“License”) is made and entered into _____, 2014, by and between PUBLIC CONSULTING GROUP, INC., a Massachusetts private for-profit corporation (hereinafter referred to as “LICENSEE”) and COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “COUNTY”) without regard to number and gender. LICENSEE and COUNTY may individually be referred to herein as a “Party,” or collectively as the “Parties.”

RECITALS

- I. COUNTY and LICENSEE entered into a Services Agreement on July 1, 2014 (“Service Agreement”) for the purpose of providing Client Advocacy Services (“Services”) for clients of the Social Services Agency (“SSA”).
- II. The Services provided by LICENSEE through the Service Agreement will be extended to enhance the Services by conveniently locating an office at COUNTY’s SSA office located at 2020 West Walnut Street in the City of Santa Ana (“SSA Office”).
- III. The Services provided by LICENSEE at the SSA Office provide a convenient on-site source for Services required for the California Work Opportunity and Responsibility to Kids Program in Orange County. Having the Services on-site will help SSA meet the department’s commitment to expediting service delivery to its clients.
- 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 Board of Supervisors.

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 of the Social Services Agency/Facilities Services,
 7 County of 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 of the County Executive Officer, Corporate Real
 11 Estate, County of Orange, or designee or upon written notice to LICENSEE, by the County Executive
 Officer.

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

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

21 **2. TERM (AMLC-3.1 N)**

23 ~~This License shall become effective upon the Effective Date. Said License shall continue in effect until~~
 25 ~~terminated as provided in Clause 3 (TERMINATION) of this License or until five (5) years from the~~
 Effective Date, whichever occurs first. However, in the event that the Service Agreement between the
 27 Parties terminates, this License shall also immediately terminate concurrently therewith without further
 notice.

29 The term (“**Term**”) of this License shall commence on October 21, 2014, and shall terminate on June
 31 30, 2021. Said License shall continue in effect for the Term, unless otherwise terminated as provided
 in Clause 3 (TERMINATION) of this License, however, in the event that the Service Agreement
 33 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
 35 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.”

37 **3. TERMINATION (AMLC-3.3 S)**

39 This License shall be revocable by either COUNTY’s SSA Director or LICENSEE at any time; however, as
 41 a courtesy the Parties will attempt to give thirty (30) days written notice to the other Party upon revocation.

43 **4. LICENSE AREA (AMLC-4.2 N)**

45 COUNTY grants to LICENSEE the right to use that certain property hereinafter referred to as “License
 47 Area,” described in Exhibit A and shown on Exhibit B which exhibits are attached hereto and by reference
 made a part hereof, together with non-exclusive, in common use of COUNTY’s elevators, stairways,
 49 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.

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5. PARKING (AMLC-4.4 S)

COUNTY shall provide one (1) parking space for LICENSEE’s free and non-exclusive use. The location of said parking space shall be determined by the Facilities Services Manager.

6. USE (AMLC-5.1 N)

LICENSEE's use of the License Area shall be limited to providing Supplemental Security Income (SSI), State Supplementary Payments (SSP) and Social Security Disability (SSDI) Client Advocacy Services.

LICENSEE agrees not to use the License Area for any other purpose nor to engage in or permit any other activity within or from the License Area. LICENSEE further agrees not to conduct or permit to be 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 connection with its use of the License Area.

NO ALCOHOLIC BEVERAGES OR TOBACCO PRODUCTS SHALL BE SOLD OR CONSUMED WITHIN THE LICENSE AREA.

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, the License fee shall be waived for LICENSEE’s use of the Licensed Area, which is necessary to carry out the services defined in the Service Agreement.

8. UTILITIES (AMLC-9.3 N)

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

1 equipment, or facilities within the License Area, and from the cost of defending against such claims, including
 2 attorney fees and costs.

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

5 A. Record a valid Release of Lien, or

6 B. Procure and record a bond in accordance with Section 3143 of the Civil Code, which frees the License
 7 Area from the claim of the lien or stop-notice and from any action brought to foreclose the lien.

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

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

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

19 12. INSURANCE (AML10.1 S)

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

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

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

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

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

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

21 **Qualified Insurer**

23 The policy or policies of insurance must be issued by an insurer licensed to do business in the state of
25 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.

27 If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best
29 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.

31 The policy or policies of insurance maintained by LICENSEE shall provide the minimum limits and
33 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

47 **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 following endorsements must be submitted with the Certificate of Insurance:

- ~~a) The Commercial General Liability policy shall contain 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, and agents as Additional Insureds.~~
- ~~b) The Commercial General Liability policy shall contain a primary non-contributing endorsement evidencing that the LESSEE's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.~~
- ~~c) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.~~
- ~~d) The Commercial Property policy shall contain a Loss Payee endorsement naming the County of Orange as respects the County's financial interest when applicable.~~

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

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

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

~~Insurance certificates should be forwarded to the COUNTY address provided in Clause 18 (NOTICES) below or to an address provided by Facilities Services Manager. LICENSEE has ten (10) business days to provide adequate evidence of insurance or this License may be cancelled.~~

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

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

1 ~~The procuring of such required policy or policies of insurance shall not be construed to limit LICENSEE's~~
2 ~~liability hereunder nor to fulfill the indemnification provisions and requirements of this License, nor in any~~
3 ~~way to reduce the policy coverage and limits available from the insurer.~~

5 LICENSEE agrees to purchase all required insurance at LICENSEE's expense and to deposit with the
6 COUNTY certificates of insurance, including all endorsements required herein, necessary to satisfy the
7 COUNTY that the insurance provisions of this License have been complied with and to keep such
8 insurance coverage and the certificates and endorsements therefore on deposit with the COUNTY during
9 the entire term of this License.

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

21 If LICENSEE fails to provide Facilities Service Manager with a valid certificate of insurance and
22 endorsements, or binder at any time during the term of the License, COUNTY and LICENSEE agree that
23 this shall constitute a material breach of the License. Whether or not a notice of default has or has not
24 been sent to LICENSEE, said material breach shall permit COUNTY to take whatever steps necessary to
25 interrupt any operation from or on the License Area, and to prevent any persons, including, but not
26 limited to, members of the general public, and LICENSEE's employees and agents, from entering the
27 License Area until such time as Facilities Service Manager is provided with adequate evidence of
28 insurance required herein. LICENSEE further agrees to hold COUNTY harmless for any damages
29 resulting from such interruption of business and possession, including, but not limited to, damages
30 resulting from any loss of income or business resulting from the COUNTY's action.

31 LICENSEE may occupy the License Area only upon providing to County the required insurance stated
32 herein and maintain such insurance for the entire term of this LICENSE. County reserves the right to
33 terminate this LICENSE at any time LICENSEE's insurance is canceled or terminated and not reinstated
34 within ten (10) days of said cancellation or termination. LICENSEE shall provide to County immediate
35 notice of said insurance cancellation or termination.

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

47 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured
48 retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be
49 approved by the County's Risk Manager, or designee, upon review of LICENSEE's current audited

financial report. If LICENSEE’s SIR is approved, LICENSEE, in addition to, and without limitation of, any other indemnity provision(s) in this License, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from LICENSEE’s, its agents, employee’s or subcontractor’s performance of this Agreement, LICENSEE shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) LICENSEE’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the LICENSEE’s SIR provision shall be interpreted as though the LICENSEE was an insurer and the County was the insured.

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with 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**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management 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 the 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
Commercial Property Insurance on an “All Risk” or “Special Causes of Loss” basis	100% of the Replacement Cost Value and no coinsurance provision

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Coverages

Minimum Limits

covering all, contents and any tenant improvements including Business Interruption/Loss of Rents with a 12 month limit.

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 20 26 04 13 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, employees, agents*** as Additional Insureds. Blanket coverage may also be provided which will state- ***As Required By Written Agreement***.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that the LICENSEE’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees***. Blanket coverage may also be provided which will state- ***As Required By Written Agreement***.

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

The Commercial Property policy shall contain a Loss Payee endorsement naming the County of Orange as respects the County’s financial interest when applicable.

LICENSEE shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the License, upon which the COUNTY may suspend or terminate this License.

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

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

5 COUNTY expressly retains the right to require LICENSEE to increase or decrease insurance of any of the
 7 above insurance types throughout the term of this License. Any increase or decrease in insurance will be as
 deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

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

13 The procuring of such required policy or policies of insurance shall not be construed to limit
 15 LICENSEE's liability hereunder nor to fulfill the indemnification provisions and requirements of this
 License, nor in any way to reduce the policy coverage and limits available from the insurer.”
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19 **13. OPERATIONS (AMLC-11.1 N)**

21 LICENSEE shall keep and maintain the License Area and all improvements of any kind in good condition
 and in substantial repair. COUNTY will, on LICENSEE's behalf, provide all maintenance and repairs to the
 23 License Area during the term of the License. LICENSEE is required to notify COUNTY of any and all
 necessary maintenance and repairs to the License Area on a timely basis.

25 LICENSEE expressly agrees to maintain the License Area in a safe, clean, wholesome, and sanitary
 27 condition, to the complete satisfaction of COUNTY and in compliance with all applicable laws. LICENSEE
 further agrees to keep the License Area free and clear of rubbish and litter. COUNTY shall have the right to
 29 enter upon and inspect the License Area at any time for cleanliness and safety.

31 LICENSEE shall designate in writing to COUNTY an on-site representative who shall be responsible for the
 day to day operation and level of maintenance, cleanliness, and general order.

33 **14. LIMITATION OF THE LICENSE (AMLC-13.1 S)**

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

41 **15. NOTICES (AMLC-14.1 S)**

43 All notices pursuant to this License shall be addressed as set forth below or as either Party may hereafter
 designate by written notice and shall be sent through the United States mail in the State of California duly
 45 registered or certified with postage prepaid. If any notice is sent by registered or certified mail, as aforesaid,
 the same shall be deemed served or delivered twenty-four (24) hours after mailing thereof as above provided.
 47 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
 49 receipt.

TO: COUNTY

TO: LICENSEE

~~County of Orange
Social Services Agency
888 N. Main Street
Santa Ana, CA 92701 3158
Facilities Services Manager~~

~~Public Consulting Group
148 State St. Tenth Floor
Boston, Massachusetts 02109~~

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

Public Consulting Group, Inc.
200 Fair Street, Clarkston WA 99403
Attention: Leslie Lyons, Program
Director

With a copy to:

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

16. ATTACHMENTS TO LICENSE (AMLC-15.1 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

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

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

LICENSEE
Public Consulting Group

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11 By _____
Deputy

By _____
William S. Mosakowski, Chief Executive Officer

13 Date: _____

Date

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19 **RECOMMENDED FOR APPROVAL**
SOCIAL SERVICES AGENCY

COUNTY
COUNTY OF ORANGE

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23 By _____
Carol Wiseman, Chief Deputy Director

By _____
Scott Mayer, Chief Real Estate Officer
County Executive Office
Per Resolution
No. 14-014 of the Board of Supervisors and Minute
Order dated January 28, 2014

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29 By _____
Mike Walsh, Facilities Services Manager

Date: _____

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GENERAL CONDITIONS (AMLC-GC 1-17 S)

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1. PERMITS AND LICENSES (AMLC - GC2 S)

LICENSEE shall be required to obtain any and all permits and/or licenses which may be required in connection with the operation of the License Area as set out herein. No permit, approval, or consent given hereunder by 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, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

2. SIGNS (AMLC-GC3 S)

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.

3. LICENSE ORGANIZATION (AMLC-GC4 S)

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

4. AMENDMENTS (AMLC-GC5 S)

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

5. UNLAWFUL USE (AMLC-GC6 S)

LICENSEE agrees no improvements shall be erected, placed upon, operated, nor maintained on the License Area, nor any business conducted or carried on therein or there from, 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.

6. INSPECTION (AMLC-GC7 S)

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.

7. INDEMNIFICATION (AMLC-GC8 S)

LICENSEE hereby waives all claims and recourse against COUNTY including the right of contribution for loss 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 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, 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

1 of the concurrent active or sole negligence of COUNTY, its officers, agents, or employees, including the cost
 2 of defense of any lawsuit arising there from.

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 4 In the event COUNTY is named as co-defendant, LICENSEE shall notify COUNTY of such fact and shall
 5 represent COUNTY with counsel acceptable to COUNTY in such legal action unless COUNTY undertakes
 6 to 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
 8 LICENSEE because of the concurrent active negligence of COUNTY and LICENSEE, their officers, agents,
 9 or employees, an apportionment of liability to pay such judgment shall be made by a court of competent
 10 jurisdiction. Neither Party shall request a jury apportionment.

11 **8. TAXES AND ASSESSMENTS (AMLC-GC9 S)**

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

17 **9. PARTIAL INVALIDITY (AMLC-GC10 S)**

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

21 **10. WAIVER OF RIGHTS (AMLC-GC11 S)**

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

28 **11. CONDITION OF LICENSE AREA UPON TERMINATION (AMLC-GC12 S)**

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

33 **12. DISPOSITION OF ABANDONED PERSONAL PROPERTY (AMLC-GC13 S)**

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

13. TIME OF ESSENCE (AMLC-GC14 S)

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

14. NO ASSIGNMENT (AMLC-G15 S)

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.

15. CHILD SUPPORT ENFORCEMENT REQUIREMENTS (AMLC-GC16 S)

In order to comply with child support requirements of the County of Orange, LICENSEE hereby furnishes COUNTY's Facilities Services Manager, COUNTY's standard form, Child Support Enforcement Certification Requirements. COUNTY acknowledges receipt of the aforementioned form, which contains the following information:

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

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

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

16. RIGHT TO WORK AND MINIMUM WAGE LAWS (AMLC-GC17 S)

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 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 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.

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

1 California Minimum Wage to all its employees that directly or indirectly service the License Area, in any
 3 manner whatsoever. LICENSEE shall require and verify that all its contractors or other persons servicing the
 License Area on behalf of LICENSEE also pay their employees no less than the greater of the Federal or
 California Minimum Wage.

5 LICENSEE shall comply and verify that its contractors comply with all other Federal and State of California
 7 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.

9 Notwithstanding the minimum wage requirements provided for in this clause, LICENSEE, where applicable,
 11 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.

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

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

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

31 To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have
 developed a Drainage Area Management Plan ("**DAMP**") which includes a Local Implementation Plan
 33 ("**LIP**") for each jurisdiction that contains Best Management Practices ("**BMP(s)**") that parties using
 properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure,
 35 or structural control that is used for a given set of conditions to manage the quantity and improve the quality
 of stormwater runoff in a cost effective manner. These BMPs are found within the COUNTY's LIP in the
 37 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**")
 39 and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and
 minimize the impact of pollutants on stormwater runoff.

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

43 **18. PAYMENT CARD COMPLIANCE (AMLC-G15 S)**

45 Should LICENSEE conduct credit/debit card transactions in conjunction with their business with the
 47 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
 49 Application Data Security Standards ("**PA DSS**") compliant and will remain compliant during the entire

1 duration of this License. LICENSEE agrees to immediately notify COUNTY in the event LICENSEE
3 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.

5 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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LICENSE DESCRIPTION (10.1 S)

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PROJECT NO: GA 1213-218

DATE: 6/30/14

PROJECT: SSA/ PCG
2020 W. Walnut, Santa Ana

WRITTEN BY: EAS

All the License Area referenced on a Plot Plan marked Exhibit B, attached hereto and made a part hereof, being approximately Two Hundred (200) rentable square feet of COUNTY-designated space for LICENSEE’s non-exclusive use, which space may vary from time-to-time based on COUNTY’s pre-approval in writing, and being that certain one (1) story office building located at 2020 W. Walnut, in the City of Santa Ana, 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 one unreserved parking space in the adjacent parking lot.

NOT TO BE RECORDED

EXHIBIT A

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Social Services Agency
2020 W. Walnut, Santa Ana
GA 1213-218

Prepared By:
ES
Date:
6/30/14



Exhibit B – Plot Plan