



Lease Number
Friends of the Library/Branch Library
Location Name
Premises Address

~~_____~~ REDLINE VERSION

=

LICENSE AGREEMENT

~~THIS LICENSE (the "License") is made and entered into on _____, 2018 ("Effective Date") by and between the COUNTY OF ORANGE, a political subdivision of the State of California ("COUNTY") and FRIENDS OF THE _____ BRANCH LIBRARY, a California non profit 501(C)(3)(Corporation or Association) _____ ("THE FRIENDS OF THE LIBRARY") without regard to number and gender. COUNTY and THE FRIENDS OF THE LIBRARY are referred to herein individually as a "Party" and collectively as the "Parties."~~

RECITALS

~~A. COUNTY owns or leases property located at _____, California, which is also known as the _____ Branch Library ("Library").~~

~~B. THE FRIENDS OF THE LIBRARY operates a bookstore located in the License Area as defined in Clause 5 (LICENSE AREA), below, of this License.~~

~~C. THE FRIENDS OF THE LIBRARY is a California non profit (Corporation or Association) _____, which follows its objectives pursuant to THE FRIENDS OF THE LIBRARY's current Bylaws.~~

~~D. COUNTY now desiresto grant to THE FRIENDS OF THE LIBRARY a license for use of the Library bookstore under the terms and conditions contained herein.~~

~~NOW THEREFORE, in consideration of the Recitals above, incorporated herein by reference, COUNTY and THE FRIENDS OF THE LIBRARY do hereby agree as follows:~~

1. DEFINITIONS (FOL-1.0 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.~~

1
3
5
7
9
11
13
15
17
19
21
23
25
27
29
31
33
35
37
39
41
43
45
47
49

~~“Chief Real Estate Officer” means the Chief Real Estate Officer, County Executive Office, Real Estate Section, County of Orange, or upon written notice to LICENSEE, such other person 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 THE FRIENDS OF THE LIBRARY, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.~~

~~“County Executive Officer” means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to THE FRIENDS OF THE LIBRARY, such other person or entity as shall be designated by the Board of Supervisors.~~

~~“County Librarian” means the County Librarian, County of Orange, or designee, or upon written notice to THE FRIENDS OF THE LIBRARY, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.~~

~~“OC Public Libraries” means the County of Orange County Free Public Library organized pursuant to the provisions of Education Code Sections 19100, et seq., which is responsible for the countywide library system.~~

~~“Risk Manager” means the Risk Manager, of County Executive Office, Risk Management, for the County of Orange, or upon written notice to THE FRIENDS OF THE LIBRARY, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.~~

~~**2. TERMINATION OF PRIOR AGREEMENTS (FOL-1.1 S)**~~

~~It is mutually agreed that this License shall terminate and supersede any prior agreement between the Parties hereto covering all or any portion of the License Area including that certain license dated _____, EXCEPT for those terms relating to continuing obligations for events during the terms of that prior agreement between the Parties hereto, including but not limited to indemnification.~~

~~**3. TERM (FOL-1.2 S)**~~

~~This License shall become effective upon the Effective Date. Said License shall continue in effect until terminated as provided in Clause 4 (TERMINATION) of this License or until ten (10) years from the date first written, whichever occurs first.~~

~~**4. TERMINATION (FOL-1.3 S)**~~

~~This License shall be revocable by either COUNTY or THE FRIENDS OF THE LIBRARY at any time; however, as a courtesy the terminating Party will attempt to give thirty (30) days written notice to the other Party prior to the termination date.~~

~~**5. LICENSE AREA (FOL-1.4 S)**~~

1
3
5
7
9
11
13
15
17
19
21
23
25
27
29
31
33
35
37
39
41
43
45
47
49

~~COUNTY grants to THE FRIENDS OF THE LIBRARY the right to use that certain property, at no cost to THE FRIENDS OF THE LIBRARY, hereinafter referred to as "License Area," shown on Exhibit A attached hereto and by 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.~~

~~**6. PARKING (FOL-1.5 S)**~~

~~All parking available to the public at the _____ Library, except for library staff designated parking spaces, shall also be available to THE FRIENDS OF THE LIBRARY's free, non-exclusive use.~~

~~**7. USE (FOL-1.6 S)**~~

~~THE FRIENDS OF THE LIBRARY's use of the License Area shall be limited to the operation of a bookstore and storage area for the sole purpose of generating sales revenue and fundraising for the benefit of the _____ Library.~~

~~THE FRIENDS OF THE LIBRARY 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 without prior written permission from the County Librarian. THE FRIENDS OF THE LIBRARY 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.~~

~~**8. FORM OF BUSINESS ORGANIZATION AND NON-PROFIT STATUS (FOL-1.7 S)**~~

~~Form of Business Organization Non-profit Status: THE FRIENDS OF THE LIBRARY shall maintain throughout the term of this License, THE FRIENDS OF THE LIBRARY's non-profit status. Upon the request of the County Librarian, THE FRIENDS OF THE LIBRARY shall prepare and submit, within thirty (30) days thereafter, a letter of exemption from the federal Internal Revenue Service containing the form of THE FRIENDS OF THE LIBRARY's business organization (i.e., proprietorship, partnership, corporation, etc.). If during the term of this License, THE FRIENDS OF THE LIBRARY fails to maintain its non-profit status, the County Librarian may terminate this License until such time THE FRIENDS OF THE LIBRARY's non-profit status is restored. Upon the request of the County Librarian, THE FRIENDS OF THE LIBRARY shall submit, within thirty (30) days thereafter, a copy of THE FRIENDS OF THE LIBRARY's articles of incorporation and by-laws.~~

~~**9. LICENSE FEE (FOL-1.8 S)**~~

~~Based upon the benefit to COUNTY for the services provided pursuant to this License, the License Fee for this License shall be waived for THE FRIENDS OF THE LIBRARY's use of the Licensed Area.~~

1
3
5
7
9
11
13
15
17
19
21
23
25
27
29
31
33
35
37
39
41
43
45
47
49

~~10.UTILITIES, JANITORIAL, MAINTENANCE AND REPAIR (FOL-1.9 S)~~

~~COUNTY shall be responsible for and pay all charges for utilities (water, gas, electricity sewer, telephones and data) supplied to the License Area. COUNTY shall also be responsible for all janitorial services, maintenance and repairs to the License Area at COUNTY's expense unless repairs were necessitated by intentional or negligent acts or omissions of THE FRIENDS OF THE LIBRARY.~~

~~11.SHARING OF FUNDS (FOL-2.0 S)~~

~~For the purpose of demonstrating continued public benefit to substantiate the waiver of the License Fee hereunder, all funds, gross receipts, or moneys, less applicable sales tax, less operating expenses (e.g. office and insurance expenses, etc.) and less direct payments to vendors for library related purchases or events, ("Funds") collected by THE FRIENDS OF THE LIBRARY shall be for the benefit of the _____ Branch Library or other branch library locations in the OC Public Libraries system as designated by THE FRIENDS OF THE LIBRARY.~~

~~THE FRIENDS OF THE LIBRARY shall submit a written statement of funds raised ("Statement of Funds"), upon request, to the County Librarian certifying that the Statement of Funds is accurate to the best of THE FRIENDS OF THE LIBRARY's knowledge. Donation checks from THE FRIENDS OF THE LIBRARY to the _____ Branch Library shall be payable to "OC Public Libraries" or the "County of Orange" or the "_____ Branch Library." The County Librarian has the right to inspect the financial records of THE FRIENDS OF THE LIBRARY that substantiate such Statement of Funds and such records shall be provided to COUNTY's representative upon request. THE FRIENDS OF THE LIBRARY shall maintain financial records supporting its Statement of Funds for a period of six (6) years after the event and shall make them available to COUNTY's representatives upon demand.~~

~~12.CONSTRUCTION AND/OR ALTERATION BY THE FRIENDS OF THE LIBRARY (FOL-2.1 S)~~

~~No structures, improvements, or facilities shall be constructed, erected, altered, or made within the License Area without prior written consent of the County Librarian. THE FRIENDS OF THE LIBRARY may, at any time and at its sole expense, install and place business fixtures and equipment within the License Area.~~

~~13. INSURANCE (FOL-2.2 S)~~

~~THE FRIENDS OF THE LIBRARY agrees to purchase all required insurance at THE FRIENDS OF THE LIBRARY's expense and to deposit with the COUNTY certificates of insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this License have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the COUNTY during the entire term of this License.~~

~~THE FRIENDS OF THE LIBRARY agrees that THE FRIENDS OF THE LIBRARY shall not operate on the License Area at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the~~

1 possession of the County Librarian. In no cases shall assurances by THE FRIENDS OF THE LIBRARY,
 3 its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. The
 5 County Librarian will only accept valid certificates of insurance and endorsements, or in the interim, an
 7 insurance binder as adequate evidence of insurance. THE FRIENDS OF THE LIBRARY also agrees that
 upon cancellation, termination, or expiration of THE FRIENDS OF THE LIBRARY's insurance, COUNTY
 may take whatever steps are necessary to interrupt any operation from or on the License Area until such
 time as the County Librarian reinstates the License.

9 If THE FRIENDS OF THE LIBRARY fails to provide the County Librarian with a valid certificate of
 11 insurance and endorsements, or binder at any time during the term of the License, COUNTY and THE
 13 FRIENDS OF THE LIBRARY agree that this shall constitute a material breach of the License. Whether or
 15 not a notice of default has or has not been sent to THE FRIENDS OF THE LIBRARY, said material breach
 17 shall permit COUNTY to take whatever steps necessary to interrupt any operation from or on the License
 19 Area, and to prevent any persons, including, but not limited to, members of the general public, and THE
 FRIENDS OF THE LIBRARY's employees and agents, from entering the License Area until such time as
 the County Librarian is provided with adequate evidence of insurance required herein. THE FRIENDS OF
 THE LIBRARY further agrees to hold COUNTY harmless for any damages resulting from such
 interruption of business and possession, including, but not limited to, damages resulting from any loss of
 income or business resulting from the COUNTY's action.

21 THE FRIENDS OF THE LIBRARY may occupy the License Area only upon providing to COUNTY the
 23 required insurance stated herein and maintain such insurance for the entire term of this License. COUNTY
 25 reserves the right to terminate this License at any time THE FRIENDS OF THE LIBRARY's insurance is
 canceled or terminated and not reinstated within ten (10) days of said cancellation or termination.

27 All contractors performing work on behalf of THE FRIENDS OF THE LIBRARY pursuant to this License
 29 shall obtain insurance subject to the same terms and conditions as set forth herein for THE FRIENDS OF
 31 THE LIBRARY. THE FRIENDS OF THE LIBRARY shall not allow contractors or subcontractors to work
 33 if contractors have less than the level of coverage required by COUNTY from THE FRIENDS OF THE
 35 LIBRARY under this License. It is the obligation of THE FRIENDS OF THE LIBRARY 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 THE FRIENDS OF THE LIBRARY through the entirety of this License and be available for
 inspection by a COUNTY representative at any reasonable time.

37 All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance.
 39 Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall
 41 specifically be approved by COUNTY's Risk Manager, or designee, upon review of THE FRIENDS OF
 43 THE LIBRARY's current audited financial report. If THE FRIENDS OF THE LIBRARY's SIR is
 approved, THE FRIENDS OF THE LIBRARY, 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 THE FRIENDS OF THE LIBRARY's, its agents, employee's or
 subcontractor's performance of this License, THE FRIENDS OF THE LIBRARY shall defend the

County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2)THE FRIENDS OF THE LIBRARY'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 FRIENDS OF THE LIBRARY was an insurer and the County was the insured.

If THE FRIENDS OF THE LIBRARY 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 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 FRIENDS OF THE LIBRARY 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

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.

1 Required Endorsements

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

5
7 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*.~~

11 2) ~~A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that THE FRIENDS OF THE LIBRARY's insurance is primary and any insurance or self insurance maintained by the County of Orange shall be excess and non-contributing.~~

17 ~~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.~~

21 ~~THE FRIENDS OF THE LIBRARY 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 COUNTY may suspend or terminate this License.~~

27 ~~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).~~

29 ~~Insurance certificates should be forwarded to the COUNTY address provided in the Clause 18 (NOTICES) below or to an address provided by the County Librarian. THE FRIENDS OF THE LIBRARY has ten (10) business days to provide adequate evidence of insurance or this License may be cancelled.~~

33 ~~COUNTY expressly retains the right to require THE FRIENDS OF THE LIBRARY 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 of Orange Risk Manager as appropriate to adequately protect COUNTY.~~

39 ~~COUNTY shall notify THE FRIENDS OF THE LIBRARY in writing of changes in the insurance requirements. If THE FRIENDS OF THE LIBRARY 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 THE FRIENDS OF THE LIBRARY, and COUNTY shall be entitled to all legal remedies.~~

45 ~~The procuring of such required policy or policies of insurance shall not be construed to limit THE FRIENDS OF THE LIBRARY'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.~~

14. OPERATIONS (FOL-2.3 S)

~~THE FRIENDS OF THE LIBRARY shall, to the satisfaction of COUNTY, keep and maintain the License Area and all improvements of any kind in good condition and in substantial repair, normal wear and tear excepted. It shall be THE FRIENDS OF THE LIBRARY's responsibility to take all necessary and appropriate steps to maintain such standard of condition and repair.~~

~~THE FRIENDS OF THE LIBRARY expressly agrees to maintain the License Area in a safe, clean, wholesome, and sanitary condition, to the complete satisfaction of COUNTY and in compliance with all applicable laws. COUNTY shall provide containers for trash and garbage to the THE FRIENDS OF THE LIBRARY to keep the License Area free and clear of rubbish and litter. COUNTY shall have the right to enter upon and inspect the License Area at any time to verify conformity with any terms and conditions of this License including cleanliness and safety.~~

~~THE FRIENDS OF THE LIBRARY 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.~~

~~If THE FRIENDS OF THE LIBRARY fails to maintain or make repairs or replacements as required herein, COUNTY may notify THE FRIENDS OF THE LIBRARY in writing of said failure. Should THE FRIENDS OF THE LIBRARY fail to correct the situation within three (3) business days thereafter, COUNTY may make or cause to be made the necessary correction, and the cost thereof, including, but not limited to, the cost of labor, materials, and equipment and administration, shall be paid by THE FRIENDS OF THE LIBRARY within ten (10) days of receipt of a statement of said cost from COUNTY. COUNTY may, at COUNTY's option, choose other remedies available herein, or by law~~

15. LIMITATION OF THE LICENSE (FOL-2.4 S)

~~This License and the rights and privileges granted THE FRIENDS OF THE LIBRARY in and to the License Area are subject to all 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 imply the conveyance to THE FRIENDS OF THE LIBRARY of rights in the License Area which exceed those owned by COUNTY.~~

16. RIGHT TO WORK AND MINIMUM WAGE LAWS (FOL-2.5 S)

~~In accordance with the United States Immigration Reform and Control Act of 1986, THE FRIENDS OF THE LIBRARY 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. THE FRIENDS OF THE LIBRARY 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, THE FRIENDS OF THE LIBRARY shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the License Area, in any manner whatsoever. THE FRIENDS OF THE LIBRARY shall require and verify that all its contractors or other persons servicing the License Area on behalf of the THE FRIENDS OF THE~~

1 ~~LIBRARY also pay their employees no less than the greater of the Federal or California Minimum Wage.~~

3 ~~THE FRIENDS OF THE LIBRARY shall comply and verify that its contractors comply with all other~~
5 ~~Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor~~
7 ~~standards pursuant to the servicing of the License Area or terms and conditions of this License.~~

7 ~~**17. EXECUTION IN PART (FOL-2.6 S)**~~

9 ~~This License may be executed in counterparts, each of which, when both the Parties hereto have signed this~~
11 ~~License, shall be deemed to be an original and such counterparts shall constitute one and the same~~
13 ~~instrument.~~

13 ~~**18. PERMITS AND LICENSES (FOL-2.7 S)**~~

15 ~~THE FRIENDS OF THE LIBRARY shall be required to obtain any and all permits and/or licenses which~~
17 ~~may be required in connection with the operation and use of the License Area as set out herein. No permit,~~
19 ~~approval, or consent given hereunder by COUNTY, in its governmental capacity, shall affect or limit THE~~
21 ~~FRIENDS OF THE LIBRARY's obligations hereunder, nor shall any approvals or consents given by~~
23 ~~COUNTY, as a party to this License Agreement, be deemed approval as to compliance or conformance with~~
25 ~~applicable governmental codes, laws, rules, or regulations.~~

23 ~~**19. SIGNS (FOL-2.8 S)**~~

25 ~~THE FRIENDS OF THE LIBRARY agrees not to construct, maintain, or allow any signs, banners, flags,~~
27 ~~etc., upon License Area except as approved by County Librarian. Unapproved signs, banners, flags, etc.,~~
29 ~~may be removed.~~

29 ~~**20. LICENSE ORGANIZATION (FOL-2.9 S)**~~

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

35 ~~**21. AMENDMENTS (FOL-3.0 S)**~~

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

41 ~~**22. UNLAWFUL USE (FOL-3.1 S)**~~

43 ~~THE FRIENDS OF THE LIBRARY agrees no improvements shall be erected, placed upon, operated, nor~~
45 ~~maintained on the License Area, nor any business conducted or carried on therein or therefrom, in violation~~
47 ~~of the terms of this License, or of any regulation, order of law, statute, bylaw, or ordinance of a~~
49 ~~governmental agency having jurisdiction.~~

49 ~~**23. INSPECTION (FOL-3.2 S)**~~

1
3
5
7
9
11
13
15
17
19
21
23
25
27
29
31
33
35
37
39
41
43
45
47
49

~~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.~~

~~**24. INDEMNIFICATION (FOL-3.3 S)**~~

~~THE FRIENDS OF THE LIBRARY 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. THE FRIENDS OF THE LIBRARY hereby agrees to indemnify, hold harmless, and defend COUNTY, its officers, agents, and employees, with counsel approved in writing by COUNTY, 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 THE FRIENDS OF THE LIBRARY's exercise of the rights under this License, except for liability arising out of the concurrent active or sole negligence of COUNTY, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom.~~

~~In the event COUNTY is named as co-defendant, THE FRIENDS OF THE LIBRARY shall notify COUNTY of such fact and shall represent COUNTY in such legal action, with counsel approved by COUNTY, unless COUNTY undertakes to represent itself as co-defendant in such legal action, in which event THE FRIENDS OF THE LIBRARY shall pay to COUNTY its litigation costs, expenses, and attorney's fees. In the event judgment is entered against COUNTY and THE FRIENDS OF THE LIBRARY because of the concurrent active negligence of COUNTY and THE FRIENDS OF THE LIBRARY, 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.~~

~~**25. TAXES AND ASSESSMENTS (FOL-3.4 S)**~~

~~Although not anticipated, should this License create a possessory interest which is subject to the payment of taxes levied on such interest, it is understood and agreed that all taxes and assessments (including but not limited to 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 THE FRIENDS OF THE LIBRARY, and THE FRIENDS OF THE LIBRARY shall cause said taxes and assessments to be paid promptly.~~

~~**26. PARTIAL INVALIDITY (FOL-3.5 S)**~~

~~If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be 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.~~

~~**27. WAIVER OF RIGHTS (FOL-3.6 S)**~~

~~The failure of COUNTY to insist upon strict performance of any of the terms, covenants, or conditions of this License shall not be deemed a waiver of any right or remedy that COUNTY may have, and shall not be deemed a 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,~~

1 or condition of the License. Any waiver, in order to be effective, must be signed by the party whose right or
3 remedy is being waived.

5 **~~28. HOLDING OVER (FOL-3.7 S)~~**

7 In the event THE FRIENDS OF THE LIBRARY shall continue in possession of the Premises after the term
9 of this License, such possession shall not be considered a renewal of this License but a tenancy from month
to month and shall be governed by the conditions and covenants contained in this License.

11 **~~29. CONDITION OF LICENSE AREA UPON TERMINATION (FOL-3.8 S)~~**

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

17 **~~30. DISPOSITION OF ABANDONED PERSONAL PROPERTY (FOL-3.9 S)~~**

19 If THE FRIENDS OF THE LIBRARY abandons the License Area or is dispossessed thereof by process of
21 law or otherwise, title to any personal property belonging to THE FRIENDS OF THE LIBRARY and left
on the License Area ten (10) days after such event shall be deemed, at COUNTY's option, to have been
23 transferred to COUNTY. COUNTY shall have the right to remove and to dispose of such property without
25 liability therefor to THE FRIENDS OF THE LIBRARY or to any person claiming under THE FRIENDS
OF THE LIBRARY, and shall have no need to account therefor

27 **~~31. TIME OF ESSENCE (FOL-4.0 S)~~**

29 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.

31 **~~32. NO ASSIGNMENT (FOL-4.1 S)~~**

33 The License granted hereby is personal to THE FRIENDS OF THE LIBRARY and any assignment of said
35 license by THE FRIENDS OF THE LIBRARY, voluntarily or by operation of law, shall automatically
terminate the License granted hereby.

37 **~~33. PAYMENT CARD COMPLIANCE (FOL-4.2 S)~~**

39 Should THE FRIENDS OF THE LIBRARY conduct credit/debit card transactions in conjunction with their
41 business with the COUNTY, on behalf of the COUNTY, or as part of the business that they conduct, THE
43 FRIENDS OF THE LIBRARY covenants and warrants that it is currently Payment Card Industry Data
Security Standard (“PCI DSS”) and Payment Application Data Security Standards (“PA DSS”) compliant
45 and will remain compliant during the entire duration of this License. THE FRIENDS OF THE LIBRARY
47 agrees to immediately notify COUNTY in the event THE FRIENDS OF THE LIBRARY 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.

1 ~~Upon demand by COUNTY, THE FRIENDS OF THE LIBRARY shall provide to COUNTY written~~
3 ~~certification of THE FRIENDS OF THE LIBRARY's PCI DSS and/or PA DSS compliance.~~

5 **~~34.NOTICES (FOL 4.3 S)~~**

7 ~~All written notices pursuant to this License shall be addressed as set forth below or as either party may~~
9 ~~hereafter designate by written notice and shall be deemed delivered upon personal delivery, delivery by~~
9 ~~facsimile machine, electronic mail, or seventy two (72) hours after deposit in the United States Mail.~~

11 ~~TO: COUNTY~~

~~TO: THE FRIENDS OF THE~~
~~LIBRARY~~

13 ~~County of Orange~~
15 ~~OC Public Libraries~~
17 ~~1501 E. St. Andrew Place~~
17 ~~Santa Ana, CA 92705~~
19 ~~Attn: County Librarian~~

21 **~~21.ATTACHMENT TO LICENSE (AMLC 17.1 S)~~**

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

25 ~~I. Exhibit A — Location Map~~

27 ~~#~~
27 ~~#~~
29 ~~#~~

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

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

~~THE FRIENDS OF THE LIBRARY~~

7 _____

9 ~~By _____~~
9 ~~Deputy County Counsel~~

~~By _____~~

11 ~~Date: _____~~

~~Title _____~~

13

~~By _____~~

15

17 ~~RECOMMENDED FOR APPROVAL:~~

~~Title _____~~

19 ~~OC PUBLIC LIBRARIES~~

21 ~~By _____~~

23

25

27

29

31

33 ~~SIGNED AND CERTIFIED THAT A COPY~~
33 ~~OF THIS DOCUMENT HAS BEEN~~
35 ~~DELIVERED TO THE CHAIR OF THE~~
35 ~~BOARD PER G.C. SEC. 25103,~~
37 ~~RESOLUTION 79-1535~~

39 ~~ATTEST:~~

~~COUNTY~~

41 _____

43 ~~Robin Stieler~~
43 ~~Clerk of the Board of Supervisors~~
45 ~~of Orange County, California~~

~~Chair, Board of Supervisors~~
~~County of Orange~~

45

47

49

1
3
5
7
9
11
13
15
17
19
21
23
25
27
29
31
33
35
37
39
41
43
45
47
49

~~EXHIBIT A~~
~~LOCATION MAP~~