

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter "Agreement") is made by and between the

CITY OF LOMPOC (hereinafter "OWNER")

and

COUNTY OF SANTA BARBARA, a political subdivision
of the State of California (hereinafter "LICENSEE")

with reference to the following facts. In this Agreement, OWNER and LICENSEE are sometimes individually referred to as a "Party" and together referred to as the "Parties."

RECITALS

WHEREAS, OWNER is the owner of that certain real property known as the Dick DeWees Community Center, located at 1120 West Ocean Avenue, Lompoc, CA, 93436 in Santa Barbara County (APN 091-110-068), depicted in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Property"), which includes a building and a portion of a commercial parking lot;

WHEREAS, LICENSEE wishes to use a portion of the parking lot on the Property and a portion of the Community Center shown as the red outlined areas in Exhibit B, attached hereto and incorporated herein by this reference (hereinafter "Premises"), as further described in the Agreement;

WHEREAS, OWNER wishes to grant LICENSEE a temporary license to administer COVID-19 vaccines on the Premises;

WHEREAS, LICENSEE's proposed uses of the Premises are beneficial to the County of Santa Barbara, the State of California, and the United States of America; and

WHEREAS, OWNER and LICENSEE have agreed to enter into a License Agreement for LICENSEE's use of the Premises, subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the provisions, covenants, and conditions contained herein, OWNER and LICENSEE agree as follows:

1. **License; Term.** OWNER hereby grants to LICENSEE a temporary, revocable, and non-transferrable license (hereinafter "License") for use of the Premises, solely for the purposes described in this Agreement and in accordance with the terms and conditions set forth below, including the Operational Details in Exhibit C, incorporated herein. The License shall commence February 4, 2021, and expire on April 30, 2021, unless extended or sooner terminated as herein provided. In the event this License has not otherwise been terminated, the Parties may extend this License in writing.
2. **Termination.** Either Party may terminate this License, with or without cause, at any time by giving 15 calendar days' prior written notice of the termination of this License to the other Party.

3. **Purpose of License.** The purpose of this License is to allow the LICENSEE to enter, occupy, and use the Premises to administer COVID-19 vaccines to the public and other purposes related thereto, subject to the terms, conditions, and restrictions set forth in this Agreement. The License is personal to LICENSEE and does not grant the LICENSEE any ownership, leasehold, easement, or other real property interest or estate in the Premises or the Property. In no event shall the LICENSEE represent itself or its operations on the Premises as being a part of, affiliated with, or an agent or partner of, or in a joint venture with, OWNER or any of its respective programs or operations.
4. **Consideration.** Consideration for this License is LICENSEE's full and timely compliance with the terms, conditions, and restrictions set forth in this Agreement, including without limitation the administration of vaccinations to the public. In consideration of the services to be provided at the Premises to the public, OWNER shall provide LICENSEE the use of the Premises at no separate monetary cost to LICENSEE. LICENSEE shall be responsible for all repairs to the Premises that are a result of LICENSEE's use of the Premises during the term of this Agreement.
5. **Conditions.**
 - a. **Improvements.** LICENSEE shall not make any improvements or alterations (whether temporary or permanent) of any kind to the Premises without the prior written approval of the OWNER, which approval will be given or withheld at the sole discretion of the OWNER. Unless otherwise agreed in writing by LICENSEE and OWNER, all permanent improvements or alterations to the Premises that are approved by the OWNER and made by the LICENSEE shall be the property of the OWNER and shall remain in and a part of the Premises when LICENSEE vacates the Premises. If LICENSEE and the OWNER agree that OWNER shall or may at any time remove any OWNER-approved permanent improvements or alterations on the Premises, all costs and expenses associated with the removal of those permanent improvements or alterations will be the sole responsibility of LICENSEE, including but not limited to the cost to repair any damage done to the Premises or the Property in removing those permanent improvements and alterations. Any improvements or alterations to the Premises or the Property that are not approved by the OWNER, but that are nevertheless installed by or on behalf of the LICENSEE, shall immediately be removed by the LICENSEE at the LICENSEE's sole expense.
 - b. **"AS-IS"**. The Premises are licensed to LICENSEE in their "AS-IS" condition.
 - c. **Laws and Regulations.** In the exercise of any privilege granted by the License, the LICENSEE shall comply with all applicable federal, state, and local laws that may apply to the LICENSEE. The LICENSEE must also comply with all OWNER rules and regulations relating to the use of the Premises and the Property that are provided to LICENSEE.
 - d. **Security/Access.** The LICENSEE shall at all times comply with all security access and screening requirements, if any, in effect on the Premises. OWNER shall provide LICENSEE with written notice of any such requirements.

- e. **Insurance and Indemnification.** LICENSEE and OWNER shall at all times during the period of LICENSEE'S occupancy of the Premises, provide and maintain at their sole expense, insurance of the type and with coverage amounts set forth in Exhibit E, which is attached to and made part of this Agreement, and shall indemnify one another as described in Exhibit E.
 - f. **LICENSEE'S Personal Property.** Any property of LICENSEE not removed upon expiration, termination, or abandonment of this License may be removed or disposed of by OWNER at the sole expense of LICENSEE. OWNER shall have no obligation to store any personal property and all such personal property remaining on the Premises after the expiration, termination, or abandonment of this License shall be deemed abandoned.
 - g. **Surrender.** Upon the termination, expiration or abandonment of this License, LICENSEE shall surrender the Premises to the OWNER free and clear of all personal property, improvements, materials and debris. At such time, the LICENSEE shall remove all property from the Property, except as otherwise provided in Section 5.a. of this License or as otherwise agreed in writing by the OWNER and the LICENSEE.
6. **Federal Provisions.** The OWNER agrees to comply with all Federal Provisions attached hereto as Exhibit D.
7. **General Provisions.**
- a. **Notices.** Any notices required or permitted to be given under the terms of this Agreement must be in writing and may be: (a) personally delivered; (b) mailed by depositing such notice in the United States mail, first class postage prepaid; or (c) sent by reputable overnight delivery service, addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:
 - If to the OWNER: City of Lompoc
c/o Christie Alarcon
100 Civic Center Plaza
Lompoc, CA 93436
Voice: (805) 875-8270
e-mail: c_alarcon@ci.lompoc.ca.us
 - If to the LICENSEE: Public Health Department
c/o Dan Trobridge
300 N San Antonio Road
Santa Barbara CA 93110
Voice: (805) 681-5344
e-mail: Dan.Trobridge@sbcphd.org
 - b. **No Assignment.** This License is personal to LICENSEE. LICENSEE shall not assign or otherwise transfer this License to any other person or entity without the prior written consent of OWNER, which consent will be given or withheld by OWNER in its sole discretion.

- c. **No Discrimination.** LICENSEE shall comply with all applicable federal and California laws relating to discrimination against employees or members of the public because of race, color, ancestry, national origin, religious creed, disability, or sexual orientation, including, but not limited to, the California Unruh Civil Rights Act, the Civil Rights Act of 1964, and the Americans With Disabilities Act of 1990.
- d. **Governing Law.** This License is governed by and will be construed in accordance with the laws of the State of California without regard to its conflict of law provisions.
- e. **License Temporary in Nature.** LICENSEE agrees that the rights herein are of a temporary nature and in no event will this License or any memorandum of this License be recorded with the County Recorder's Office, nor will LICENSEE have a claim to any right or interest in the Premises or the Property other than as specifically provided for in this License.
- f. **Relationship of the Parties.** LICENSEE and OWNER hereby confirm and agree that, in performing their respective obligations and exercising their respective rights under this License, each Party is at all times an independent contractor with respect to the other Party, and that no relationship of employer-employee, partnership, or joint venture is created by this Agreement between LICENSEE and OWNER. Neither LICENSEE nor OWNER, nor any other person or entity performing services on behalf of either Party, will have any right or claim against the other Party under this Agreement for social security benefits, workers' compensation benefits, health benefits, vacation pay, sick leave, or any other employee benefits of any kind or nature whatsoever. Each Party is responsible to provide and maintain its own workers' compensation insurance covering its own employees, and neither Party will have any liability or responsibility for workers' compensation insurance coverage for employees of the other Party.
- g. **Certification of Authority to Execute this License.** LICENSEE and OWNER each certifies that the individual(s) signing this Agreement on its behalf has authority to execute this Agreement on its behalf and may legally bind it to the terms and conditions of this Agreement.
- h. **No Relocation Assistance.** LICENSEE acknowledges that upon any termination of the License, LICENSEE is not entitled to any relocation payment or advisory assistance of any type from OWNER.
- i. **Severability.** If any term, provision, covenant, or restriction in this Agreement is determined to be invalid, void, unenforceable, or otherwise inconsistent with applicable law, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated. It is hereby stipulated and declared to be the intention of LICENSEE and OWNER that they would have executed the remaining terms, provisions, covenants, and restrictions set forth in this Agreement without including any of such terms, provisions, covenants, or restrictions that may be hereafter declared invalid, void, or unenforceable.

IN WITNESS WHEREOF, LICENSEE and OWNER have executed this License Agreement by the respective authorized representatives as set forth below to be effective as of the date executed by OWNER.

“LICENSEE”

COUNTY OF SANTA BARBARA

DocuSigned by:
By: Van Do-Reynoso
C2B92DEB9D064A3...
Dr. Van Do-Reynoso, Director
Public Health Department

Date: 2/2/2021 | 2:01 PM PST

“OWNER”

CITY OF LOMPOC

DocuSigned by:
By: Jim Throop
12D6EE956076444...
James Throop
City Manager

Date: 2/2/2021 | 3:40 PM PST

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

DocuSigned by:
By: [Signature]
D0A627A89DD64A5...
Scott Greenwood
Deputy County Counsel

APPROVED AS TO FORM:
CEO/RISK MANAGEMENT

DocuSigned by:
By: Ray Aromatorio
D3DB8526E16F47F...
Ray Aromatorio
Risk Manager

APPROVED AS TO FORM:
OFFICE OF EMERGENCY
MANAGEMENT

DocuSigned by:
By: Kelly Hubbard
07B3756B5CDB484...
Kelly Hubbard, Director

APPROVED AS TO FORM:
GENERAL SERVICES

DocuSigned by:
By: Janette D. Pell
1FBA9BD673A445F...
Janette D. Pell, Director

APPROVED AS TO FORM
CITY OF LOMP[OC

DocuSigned by:
By: Jeff Malawy
B504229442AB423...
Jeff Malawy
City Attorney

EXHIBIT A
DEPICTION OF PROPERTY

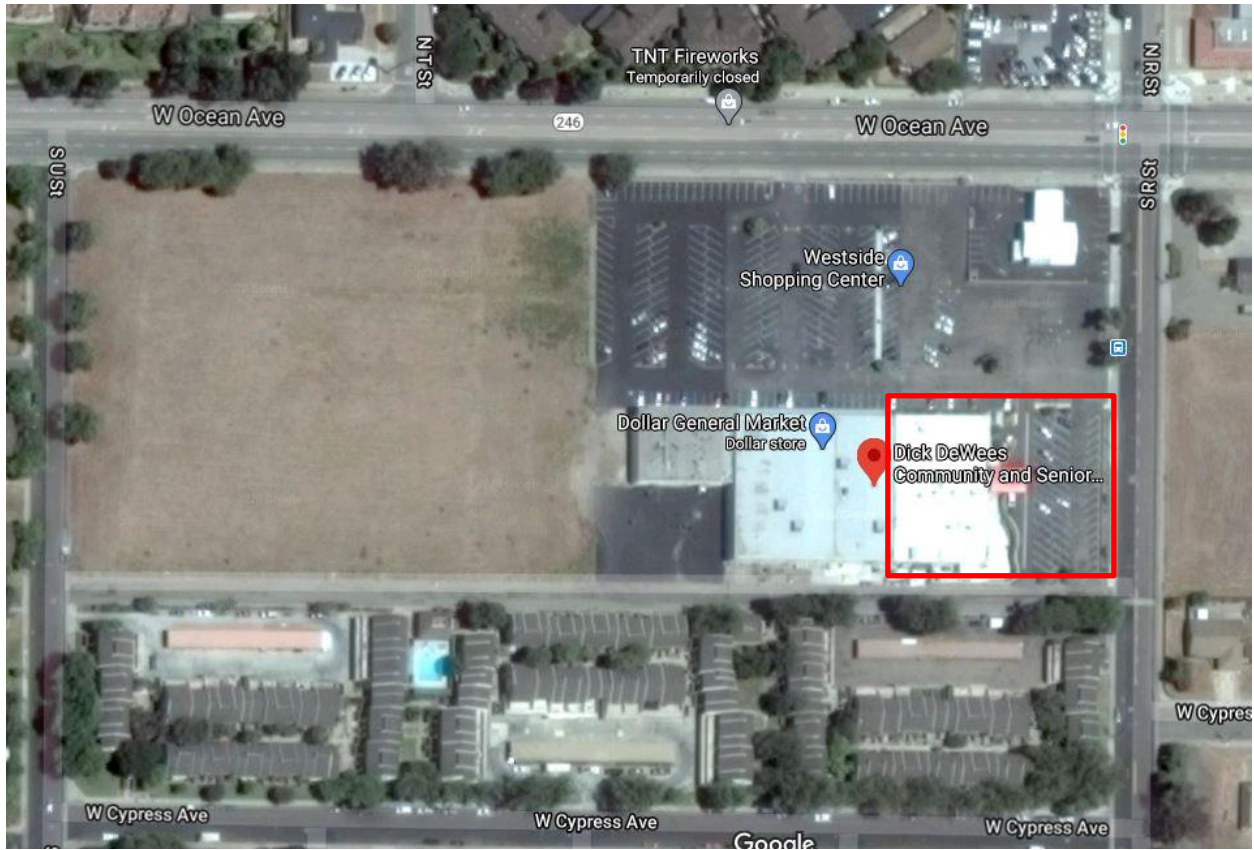


EXHIBIT B

DEPICTION OF PREMISES

The Premises includes:

- A. Parking Lot
- B. Secondary Dining/Activity Room (Room 104)
- C. Main Dining Hall (Room 102)
- D. Classrooms 105 & 106 (combined)
- E. Patio Area
- F. Restrooms located in the Dick DeWees Community Center
- G. Lobby/Foyer

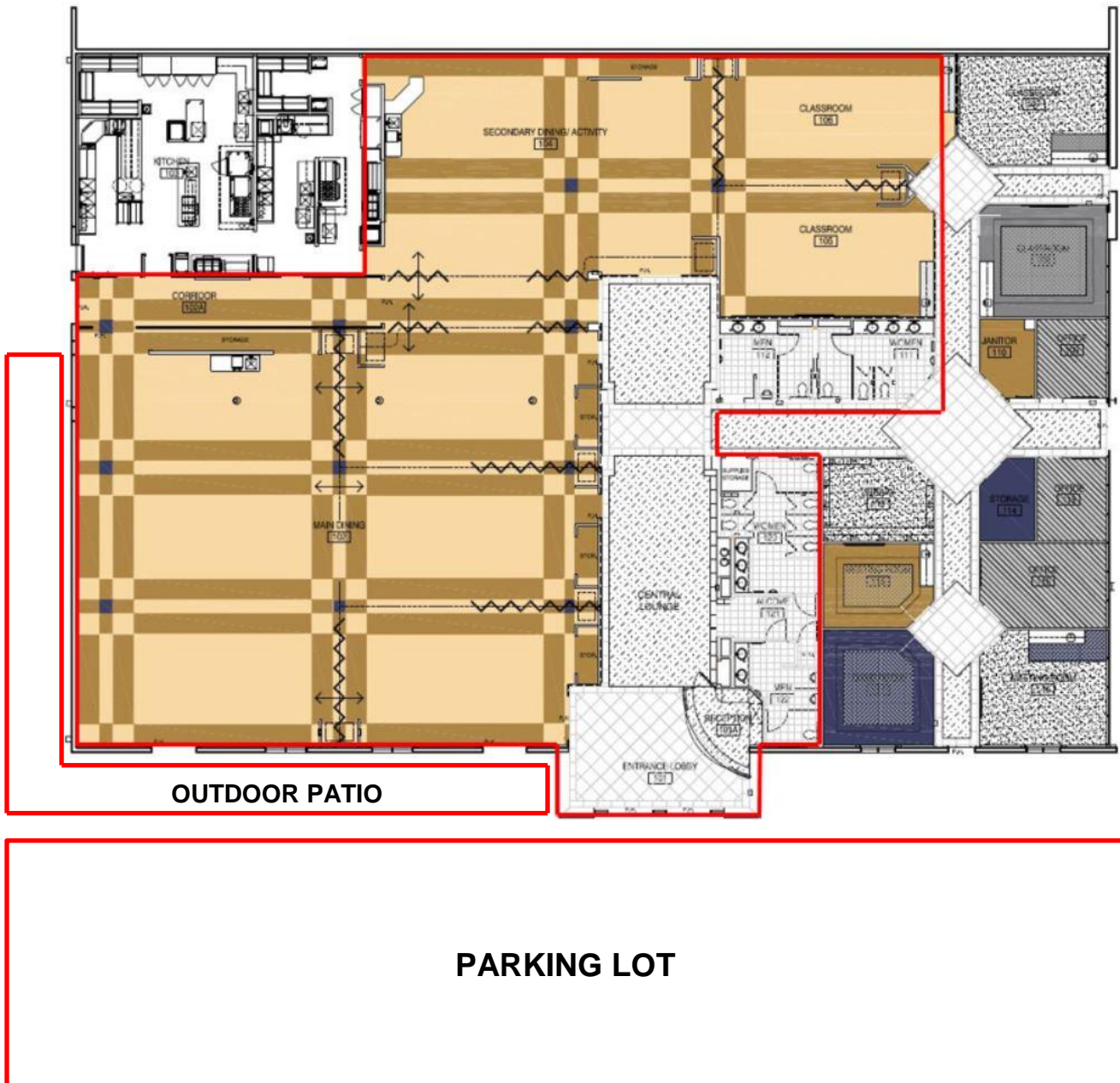


EXHIBIT C

OPERATIONAL DETAILS

1. **Days and Hours of Operation.** Vaccination operations will begin as soon as Thursday, February 4, 2021. The site will initially operate 1 day a week (Thursdays) and may transition to 2-7 days a week (exact days to be determined), subject to authorization by OWNER.

Initial operational hours will be 8:00 am to 6:30 pm with vaccinations occurring from 9:00 am to 5:30 pm. Operational hours may vary to increase community accessibility and accommodate patient work schedules. LICENSEE will communicate and coordinate with OWNER on operational hour changes and document agreed changes via an email to the designated points of contact.

2. **Potential for Extended Project Timeframe.** While the projected timeframe of operations is 2-6 months, this projection may be adjusted based on multiple factors, including arrival date of vaccines, vaccine allocation, public demand, concurrent emergency incidents, amongst others. LICENSEE will communicate and coordinate with OWNER on vaccination point of dispensing (POD) operational needs beyond the April 30, 2021. Extension of this Agreement is within the sole discretion of OWNER

3. **Equipment and Resources.** The following equipment and resources will be provided by OWNER for each operational day:

- A. Twenty (20) tables
- B. Twenty-five (25) chairs
- C. Thirty (30) traffic cones
- D. Six (6) pop-up tents
- E. Wireless internet access within reach of the parking lot

4. **Equipment Storage.** Some LICENSEE equipment and supplies will be stored on-site overnight and on days the POD is not operational. OWNER agrees to keep these areas locked during non-operational hours and restrict unauthorized access.

5. **Site Walkthrough.** A site walkthrough occurred on Thursday, January 14, 2021. During that walkthrough, OWNER and LICENSEE jointly identified and documented site conditions including any damage and repair needs, moved or relocated any equipment or furniture, and determined any additional set-up needs.

6. **Responsibilities.** OWNER agrees to assume responsibility for site management for the duration of this AGREEMENT. Site management includes:

- A. Opening and closing the site each operational day.
- B. Maintaining utility services, including electricity, water, and regular trash collection and removal.
- C. Managing existing site lighting for early evening and nighttime operations.
- D. Janitorial services for restrooms each operational day, which will include cleaning the restrooms two times (AM and PM) each operational day.

- E. Scheduling and coordinating OWNER personnel responsible for site management tasks listed in this Exhibit, and providing names and contact information for these personnel to LICENSEE.
- F. Provide staff to assist with traffic control, either human or vehicle, as available.

7. **OWNER Points of Contact.** OWNER designates the following personnel for ongoing coordination of this Agreement and coordination of any site needs:

- A. Mario Guerrero Jr., Recreation Manager, m_guerrero@ci.lompoc.ca.us, 805-315-7082
- B. Chad Dawson, Recreation Supervisor, c_dawson@ci.lompoc.ca.us, 805-315-7062

OWNER designates the following personnel for emergency contact 24/7 for the duration of this Agreement:

- A. Mario Guerrero Jr., Recreation Manager, m_guerrero@ci.lompoc.ca.us, 805-315-7082

8. **LICENSEE Points of Contact.** LICENSEE designates the following personnel for ongoing coordination of this Agreement and coordination related to the POD site:

- A. Dan Trobridge, DOC Logistics Chief. Dan.Trobridge@sbcphd.org; 805-681-5344
- B. Jan Koegler, Emergency Preparedness Manager. Jan.Koegler@sbcphd.org; 805-681-4913

LICENSEE designates the following personnel for emergency contact 24/7 for the duration of this Agreement:

- A. Dan Trobridge, DOC Logistics Chief. Dan.Trobridge@sbcphd.org; 805-757-7080

9. **Cost Recovery**

Any costs associated with the use, management and maintenance of the facility, equipment, and support staffing are to be assumed by OWNER. Some work and associated costs related to COVID-19 vaccine administration may be eligible for reimbursement through the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program. Please refer to the COVID-19 Pandemic Vaccination Planning Frequently Asked Questions issued November 19, 2020 for more information on eligible costs.

https://www.fema.gov/sites/default/files/documents/fema_covid-19-vaccination-planning_faq_11-19-2020.pdf

EXHIBIT D

FEDERAL PROVISIONS

Clean Air Act 1. The OWNER agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

2. The OWNER agrees to report each violation to the LICENSEE and understands and agrees that the LICENSEE will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

3. The OWNER agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal
Water
Pollution**

4. The OWNER agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

Control Act

5. The OWNER agrees to report each violation to the LICENSEE and understands and agrees that the LICENSEE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

6. The OWNER agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Debarment
and
Suspension
Clause**

7. This License is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the OWNER is required to verify that none of the OWNER, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

OWNER represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. OWNER agrees that neither OWNER nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this License with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.

8. The OWNER must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

9. This certification is a material representation of fact relied upon by the County. If it is later determined that the OWNER did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

10. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

11. OWNER who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [OWNER] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The OWNER certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the OWNER understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

OWNER

By  12D8EE956076444...

Date 2/2/2021 | 3:40 PM PST

Procurement of Recovered Materials

12. In the performance of this License, the OWNER shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

13. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

14. The OWNER also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access to Records

15. The following access to records requirements apply to this License:

- i. **The OWNER agrees to provide the LICENSEE, the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives’ access to any books, documents, papers, and records of the OWNER which are directly pertinent to this License for the purposes of making audits, examinations, excerpts, and transcriptions.**
- ii. **The OWNER agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.**
- iii. **The OWNER agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.**
- iv. **In compliance with the Disaster Recovery Act of 2018, the County and the OWNER acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.**
- v. **The OWNER agrees to maintain all books, records, accounts, and reports required under this License for a period of not less than three years after the later of: (a) the date of termination or expiration of this License or (b) the date LICENSEE makes final payment under this License, except in the event of litigation or settlement of claims arising from the performance of this License, in which case, OWNER agrees to maintain same until the LICENSEE, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.**

Department of Homeland Security Seal, Logo, Flags

16. The OWNER shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders

17. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The OWNER shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this License, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract. OWNER agrees to

include the foregoing clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

OWNER acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements. The OWNER agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

No Obligation by Federal Government 18. The Federal Government is not a party to this License and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. OWNER agrees to include this clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts 19. The OWNER acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this LICENSE.

MBE/WBE Requirements 20. The LICENSEE intends to seek reimbursement from FEMA. Accordingly, the OWNER shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;

B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

E. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

F. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

Incorporation of Uniform Administrative Requirements

21. The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this License. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

EXHIBIT E

INSURANCE AND INDEMNIFICATION

1. MUTUAL INDEMNIFICATION

A. OWNER shall defend, indemnify, and hold LICENSEE, its officers, officials, employees, volunteers, or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of OWNER, its officers, officials, employees, volunteers, or agents.

B. LICENSEE shall defend, indemnify, and hold OWNER, its officers, officials, employees, volunteers, or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of LICENSEE, its officers, officials, employees, volunteers, sub-licensees, invitees, guests, or agents.

2. INSURANCE

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

Minimum Scope of Insurance for both Parties to the Agreement.

Coverage shall be at least as broad as:

A. Commercial General Liability (CGL). Insurance on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

B. Automobile Liability. Insurance covering any auto with policy limits no less than \$1,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease

D. Primary Coverage. For any claims related to this Agreement, the indemnitor's insurance coverage shall be primary insurance as respects the indemnitee, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the indemnitor, its officers, officials, employees, agents or volunteers shall be excess of the indemnitee's insurance and shall not contribute with it.