

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made by and between the

ALLAN HANCOCK COLLEGE (AHC), hereinafter referred to as "OWNER."

and

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

with reference to the following:

WHEREAS, the OWNER is the owner of that certain real property known as County Assessor Parcel Number (125-200-005), located at 800 South College Drive, Santa Maria, CA 93454 in Santa Barbara County, shown as the area on "Exhibit A" attached hereto and incorporated herein by this reference, (hereinafter "Property");

WHEREAS, LICENSEE wishes to use a portion of the Property, existing parking lots and structures within the Property commonly known as the Allan Hancock College – Santa Maria Campus (hereinafter "Premises") shown as the red outlined area on "Exhibit B", attached hereto and incorporated herein by this reference;

WHEREAS, the OWNER wishes to grant LICENSEE a temporary license over a portion of the Property for the right to provide and facilitate the establishment and operation of administrating COVID-19 vaccines;

WHEREAS, LICENSEE's permitted 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:

In consideration of the mutual promises and covenants set forth herein, OWNER hereby grants to LICENSEE a temporary license ("License") for use of the Premises, for the purpose described in this License and on the terms and conditions set forth below. In this License, the OWNER and LICENSEE are sometimes individually referred to as a "Party" and together referred to as the "Parties".

Description of Premises Licensed. The Property consists of approximately 95.3-acres, situated along South Bradley Road in Santa Maria with the Premises, existing parking lots and structures located 800 South College Drive, Santa Maria, CA 93454, as shown on "Exhibit B" attached hereto. The License includes only that portion of the Property described as the Premises.

1. **Commencement Date.** The term of this License shall commence January 13, 2021, (hereinafter the “Commencement Date”), and expire on June 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.** From and after the Commencement Date, LICENSEE shall have the right and option to 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 OWNER. The OWNER shall have the right to terminate this License for cause at any time by giving 30-calendar days’ prior written notice of the termination of this License to LICENSEE.
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 License. This 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, any of the OWNER or any of their respective programs or operations.
4. **Consideration.** Consideration for this License is the LICENSEE’s full and timely compliance with the terms, conditions, and restrictions set forth in this License, including without limitation the administration of vaccinations to the public and for such other purposes as may be incidental to such activities. In consideration of the services to be provided at the Premises to the public, the OWNER shall provide the LICENSEE the use of the Premises at no separate monetary cost to the LICENSEE. Notwithstanding the foregoing, LICENSEE and OWNER have mutually agreed upon equipment, resources, and responsibilities pursuant to Exhibit “C”. LICENSEE shall be responsible for all repairs to the Premises that are a result of the LICENSEE use during the term of this License.
5. **Conditions.**
 - a. **Compliance.** LICENSEE’s use of the Property and or the Premises may be subject and subordinate to the following necessary uses of OWNER, as addressed in Exhibit D. LICENSEE shall ensure its activities of the Property and the Premises do not interfere with these activities of the OWNER. If any areas of the Premises currently occupied by LICENSEE become unavailable during the term of this License, the OWNER will make reasonable accommodations to provide alternate Premises on the Property suitable for vaccination administration.
 - b. **Improvements.** The LICENSEE shall not make any permanent improvements or alterations of any kind to the Premises or the Property, including the placement or construction on, over, or under any part of the Property or the Premises of any permanent structure, fixture, or installation of any kind, size, or character whatsoever, without the prior written approval of the OWNER, which approval will be given or withheld at the sole discretion of the OWNER. LICENSEE shall not make any permanent improvements or alterations to the Premises that are not approved by the

OWNER in compliance with the governing law and at the LICENSEE's sole cost and expense. 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 OWNER, 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.

- c. **“AS-IS”**. The Premises are licensed to LICENSEE in their “AS-IS” condition. Any obligations for maintenance, repair, improvement, or alteration of or to the Premises between the OWNER and LICENSEE during the term and an extension are addressed in Exhibit C.
- d. **Laws and Regulations**. In the exercise of any privilege granted by this License, the LICENSEE shall comply with any 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.
- e. **Security/Access**. The LICENSEE shall at all times comply with, if any, all security access and screening requirements in effect on the Premises. OWNER shall provide LICENSEE of written notice of any such requirements.
- f. **Indemnification**. LICENSEE agrees to defend, indemnify and hold OWNER harmless from any claims or damages caused by the LICENSEE'S negligent acts or omission and willful misconduct brought against the OWNER with respect to the LICENSEE's use of the Premises and the Property.
- g. **LICENSEE's Personal Property**. Any property of the LICENSEE not removed upon expiration, termination, or abandonment of this License may be removed or disposed of by the OWNER at the sole expense of the 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”.
- h. **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.b. of this License or as otherwise agreed in writing by the OWNER and the LICENSEE.

- i. **Notices.** Any notices required or permitted to be given under the terms of this License 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: Allan Hancock College
c/o Kevin G. Walthers
800 South College Drive
Santa Maria CA 93454
Voice: (805) 922-6966, ext. 3223
e-mail: kevin.walthers@hancockcollege.edu

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

6. **Federal Provisions.** The OWNER agrees to comply with all Federal Provisions attached hereto as "Exhibit E".

7. **General Provisions.**

- a. **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 the OWNER, which consent will be given or withheld by the OWNER in its sole discretion.
- b. **Anti-Discrimination.** The 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.
- c. **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.
- d. **License Temporary in Nature.** The 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 the LICENSEE have a claim to any right or interest in the Premises or the Property other than as specifically provided for in this License.
- e. **Relationship of the Parties.** The LICENSEE and the 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 License between LICENSEE and the OWNER. Neither LICENSEE nor the OWNER, nor any other person or entity performing services on behalf of either Party pursuant to this License, will have any right or claim against the other Party under this License 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.

- f. **Certification of Authority to Execute this License.** The LICENSEE and the OWNER each certifies that the individual(s) signing this License on its behalf has authority to execute this License on its behalf and may legally bind it to the terms and conditions of this License.
- g. **No Relocation Assistance.** The LICENSEE acknowledges that upon any termination of this License, LICENSEE is not entitled to any relocation payment or advisory assistance of any type from the OWNER.
- h. **Severability.** If any term, provision, covenant, or restriction in this License is determined to be invalid, void, unenforceable, or otherwise inconsistent with applicable law, the remainder of the terms, provisions, covenants and restrictions of this License 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 the LICENSEE and the OWNER that they would have executed the remaining terms, provisions, covenants, and restrictions set forth in this License without including any of such terms, provisions, covenants, or restrictions that may be hereafter declared invalid, void, or unenforceable.

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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,

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

Date: 1/8/2021 | 2:29 PM PST

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Scott Greenwood
Deputy County Counsel

APPROVED AS TO FORM:
OFFICE OF EMERGENCY
MANAGEMENT

By: Kelly Hubbard
Kelly Hubbard, Director

“OWNER”
ALLAN HANCOCK COLLEGE

By: Eric D. Smith
Eric D. Smith
Associate Superintendent/Vice
President of Finance and Administration

Date: 1/8/2021 | 2:38 PM PST

APPROVED AS TO FORM:
CEO/RISK MANAGEMENT

By: Ray Aromatorio
Ray Aromatorio
Risk Manager

APPROVED AS TO FORM:
GENERAL SERVICES

By: Janette D. Pell
Janette D. Pell, Director

EXHIBIT "A"

DEPICTION OF PROPERTY



EXHIBIT "B"

DEPICTION OF PREMISES (RED AREAS)

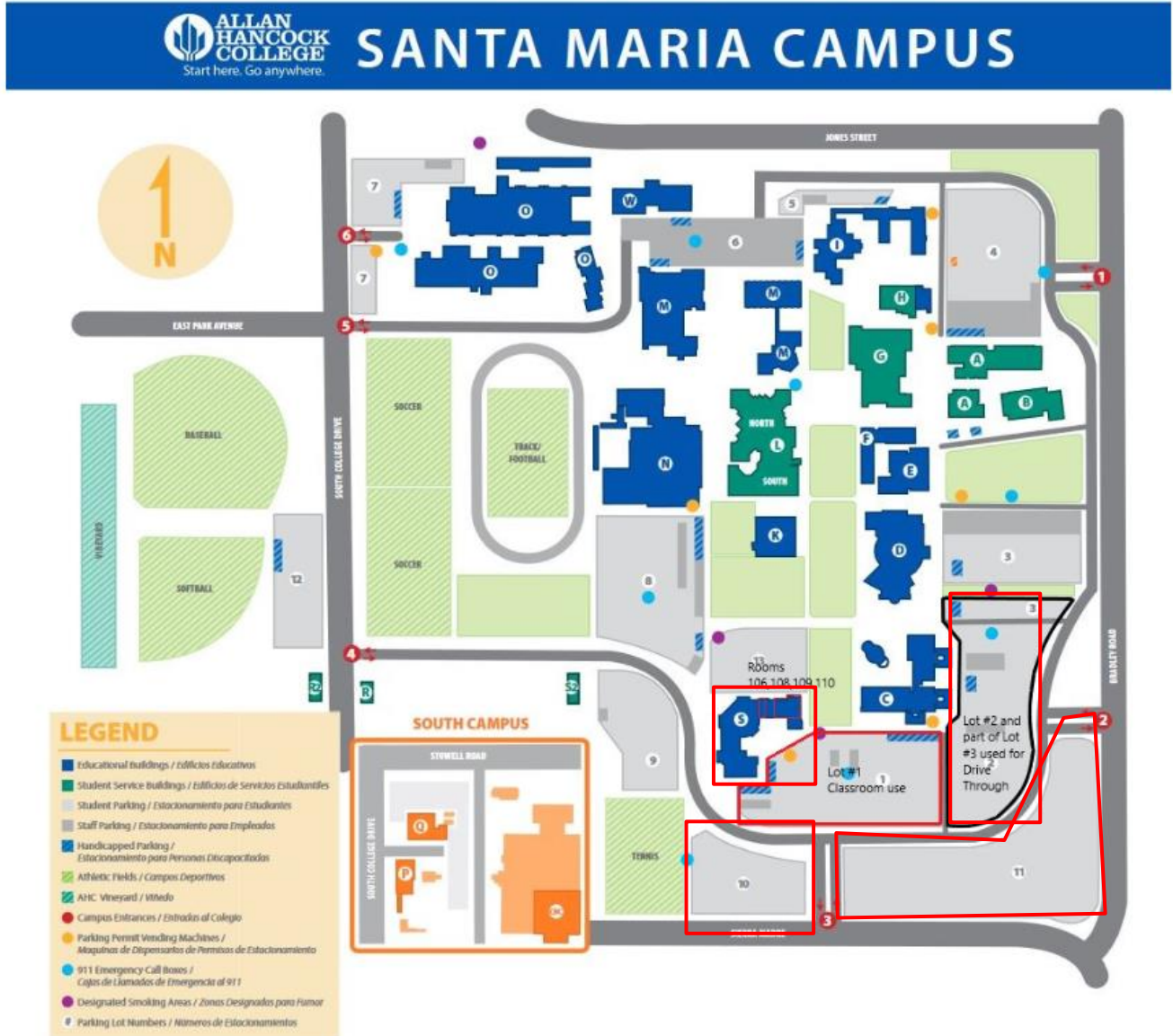


EXHIBIT “C”

OWNER Equipment Resources Responsibilities

1. **Site Use.** OWNER agrees to allow LICENSEE the use portions of the Allan Hancock College Campus, located at 800 South College Drive, Santa Maria, CA 93454, as a COVID-19 mass vaccination point of dispensing (POD) as follows:
 - A. Rooms 106, 108, 109, and 110 in Building S
 - B. Parking Lots 1, 2, 10, 11, and part of Lot 3 for drive through
 - C. Exterior corridor restrooms in Building S

OWNER agrees to provide use of the locations listed above free of charge to LICENSEE.

Some 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.

2. **Access Timeframe and Walkthrough.** Access to the site will begin on Wednesday, January 13, 2021. OWNER and LICENSEE will jointly conduct a site walkthrough, no later than January 8, 2021, to identify and document site conditions including any damage and repair needs, move or relocate any equipment or furniture, and determine any additional set-up needs before start date. The site will initially operate 1 day a week (Wednesdays) and scale up to additional days as needed (exact days to be determined).

While the projected timeframe of operations is 4-6 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 POD operational needs beyond the June 30, 2021 expiration date of this AGREEMENT.

3. **Hours of Operation.** Initial operational hours will be 8:00 am to 5:00 pm with vaccinations occurring from 9:00 am to 4:00 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.
4. **Equipment and Resources.** The following equipment and resources will be provided by OWNER for each operational day:
 - A. Twenty (20) 6-foot rectangular tables
 - B. Twenty-five (25) chairs
 - C. Thirty (30) traffic cones
 - D. Wireless internet access

5. **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. Assistance with linkage to onsite Wi-Fi and audio-visual (AV) equipment, and troubleshooting assistance as needed.
 - C. Maintaining utility services, including electricity, water, and regular trash collection and removal.
 - D. Managing existing site lighting for early evening and nighttime operations.

- E. Janitorial services for restrooms each operational day, which will include cleaning the restrooms two times (AM and PM) each operational day.
- F. Clean, disinfect, and maintain a cleaned and disinfected environment before, during, and after a POD event, using products approved by the Environmental Protection Agency (EPA) and in OWNER compliance with the Healthy Schools Act (HSA).
- G. 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.

6. Points of Contact

OWNER designates the following personnel for ongoing coordination of this AGREEMENT and coordination of any site needs:

- A. Jim Harvey, EOC Logistics Chief/Director of Facilities; jharvey@hancockcollege.edu; (805) 478-6537
- B. Bridget Tate, Lead Maintenance, btate@hancockcollege.edu; (805) 623-6178

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

- C. Chief Cathy Farley, EOC Commander, Chief of AHC Police; cathy.farley@hancockcollege.edu; (805) 729-2577

7. 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 “C” (Continued)

LICENSEE Equipment Resources Responsibilities

1. LICENSEE agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the Coronavirus. Such guidelines may be found at:
 - A. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - B. <https://covid19.ca.gov/>
2. In any advertising for the POD event, LICENSEE shall provide notice of obligation of attendees to follow the Coronavirus rules described above.
3. At all entrances to the POD event, LICENSEE shall post notice of the Coronavirus rules that must be followed by individuals attending the POD event such as social distancing and mask use.
4. **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:

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

EXHIBIT “D”

OWNER Condition of Compliances

1. LICENSEE shall ensure its activities on the Property and Premises do not interfere with the activities of the OWNER that support the core mission and responsibilities of the OWNER, including ensuring the safety, health and welfare of its students and employees.

EXHIBIT "E"

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 Eric D. Smith

Date 1/8/2021 | 2:38 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.