

Project: CSUF PHD License II
APNs: 004-047-017,
017-061-002, &
059-140-029
Folio: 003608
Agent: DG

LICENSE AGREEMENT (County as Licensor)
(12A-10.1)

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

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

and

STATE OF CALIFORNIA, acting through the Trustees of the California State University, on behalf of California State University, Fullerton, hereinafter "LICENSEE,"

with reference to the following:

WHEREAS, COUNTY'S Public Health Department operates several public health facilities throughout the County of Santa Barbara, including the Carpinteria Clinic, located at 931 Walnut Avenue, in the City of Carpinteria; the Franklin Clinic, located at 1136 East Montecito Street, in the City of Santa Barbara; and the Santa Barbara Clinic, located at 345 Camino Del Remedio, in the unincorporated area of Santa Barbara County; (hereinafter "Clinics"); each as shown on Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, LICENSEE is a California State University located in Fullerton, California, which offers educational opportunities in several disciplines, including nursing; and

WHEREAS, it has been determined that it is in the best interests of the citizens of the County of Santa Barbara for public agencies within the State of California to work cooperatively in sharing expertise and educational opportunities; and

WHEREAS, COUNTY and LICENSEE have agreed to cooperate in offering certain educational opportunities at the Clinic, including Physical Assessment classes in conjunction with LICENSEE'S Nursing program, to residents of the County.

NOW THEREFORE, in consideration of the provisions, covenants, and conditions set forth herein; COUNTY and LICENSEE hereby agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for COUNTY by the Director of Public Health, or designee, and for LICENSEE by the Director of Nursing, or designee.

2. **TERM:** The term of this Agreement shall be for a period of approximately four (4) years, commencing August 26, 2009, and terminating on August 25, 2013.

3. **COUNTY'S OBLIGATIONS:** COUNTY shall provide LICENSEE the following:

- A. Access to the exam rooms in the Clinics on Monday through Thursday evenings from 5:00 p.m. until 9:00 p.m., subject to prior scheduling by COUNTY; and
- B. Parking for instructors and students at the Clinics, free of charge, as available.

4. **LICENSEE'S OBLIGATIONS:** In consideration of the rights granted hereunder, LICENSEE shall:

- A. Provide any specialized equipment required that is not available at the Clinics; and
- B. Maintain the Clinics in a neat and orderly manner.

5. **RIGHTS GRANTED:** COUNTY hereby grants to LICENSEE a personal, nonexclusive, revocable and non-assignable right to enter upon and use those portions of the Clinics identified as the cross-hatched areas of Exhibit "B", attached hereto for educational purposes only, subject to prior scheduling and location by COUNTY. Should COUNTY require use of any portion of the Clinics for emergency response operations, the parties hereto agree to cooperate in developing a process to accommodate the needs of LICENSEE, including but not limited to arranging an alternative location. This Agreement may be amended to include such arrangement.

6. **PURPOSE AND USE:** LICENSEE shall have limited access to and nonexclusive use of the Clinics for training and educational purposes only. LICENSEE shall conform to the Rules and Regulations, Security Measures, and Schedules, as agreed upon, in advance by the parties. LICENSEE shall not alter or improve the Clinics in any way without express written consent by COUNTY.

7. **SECURITY AND SUPERVISION:** LICENSEE shall be responsible for the security of the Clinics and any and all personal property therein whenever LICENSEE, its agents, employees and/or guests use the Clinics. LICENSEE shall also be responsible for the supervision of such agents, employees and/or guests.

8. **NO INTERFERENCE WITH FACILITIES:** LICENSEE shall not interfere with any of COUNTY'S existing or future facilities or operations within or near the Clinics, nor use the Clinics in any manner that will constitute waste, nuisance, or unreasonable annoyance to the COUNTY, its tenants, or the general public.

9. **COMPLIANCE WITH THE LAW:** LICENSEE its officers, agents, or employees shall comply with all local, County, State, and Federal laws, rules, ordinances, and regulations affecting the Clinics, now or hereafter in effect.

10. **WASTE AND NUISANCE:** LICENSEE, its officers, agents, or employees shall not commit, nor suffer to be committed, any waste upon the Clinic properties.

11. **TOXICS:** LICENSEE shall not manufacture or generate hazardous wastes on the Clinic properties. LICENSEE shall be responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported by LICENSEE, its agents, employees, or designees on the Clinic properties during the term of this Agreement and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. LICENSEE shall notify COUNTY and the appropriate governmental emergency response agency (ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.

COUNTY shall not manufacture or generate, nor allow others under its control to manufacture or generate hazardous wastes on the Clinic properties. COUNTY shall notify LICENSEE immediately in the event of any release or threatened release of any such wastes, substances or materials. In the event that such wastes, substances, or materials are released upon any of the properties by COUNTY or others under its control, LICENSEE may terminate this Agreement. Upon termination of this Agreement by LICENSEE, all rights of LICENSEE shall cease and LICENSEE shall quietly and peacefully deliver to COUNTY, possession and interest in the Clinics.

12. **INDEMNIFICATION:** LICENSEE shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the LICENSEE or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

LICENSEE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

13. **INSURANCE:** Without limiting the LICENSEE'S indemnification of the COUNTY, LICENSEE shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place LICENSEE in default. Upon request by the COUNTY, LICENSEE shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

A. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all LICENSEE'S staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event LICENSEE is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if LICENSEE has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and LICENSEE submits a written statement to the COUNTY stating that fact.

B. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all property, operations, products and completed operations of LICENSEE and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the LICENSEE in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and LICENSEE. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of LICENSEE pursuant to LICENSEE'S activities hereunder. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention (SIR) over \$10,000 requires approval by the COUNTY. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the LICENSEE is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

LICENSEE shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated COUNTY representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the LICENSEE may be held responsible for payment of damages resulting from LICENSEE'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the LICENSEE is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the LICENSEE'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Manager is authorized to change the above insurance requirements, with the

concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY'S risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. LICENSEE agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

C. Personal Property Insurance. LICENSEE shall maintain property insurance for its personal property, if any, including, but not limited to equipment, supplies and tenant improvements, throughout the term hereof.

All property insurance carried by LICENSEE shall include provisions denying to the insurer, acquisition by subrogation of rights of recovery against the other party to the extent the rights have been waived by the insured prior to occurrence of loss or injury.

D. Self-Insurance. LICENSEE has elected to be self-insured for its general liability, vehicle liability, worker's compensation and property exposures through an annual appropriation from the General Fund, as consistent with California Government Code Section 810.2. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

LICENSEE shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amount reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by LICENSEE'S employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. LICENSEE shall maintain and provide evidence of workers' compensation and disability coverage as required by law. LICENSEE shall provide COUNTY with evidence of the insurance required under this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to COUNTY. LICENSEE shall promptly notify COUNTY of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

14. NON-DISCRIMINATION: LICENSEE shall comply with COUNTY laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.

Noncompliance with provisions of this section shall constitute a material breach of this Agreement and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Agreement and the interest hereby created without liability therefore.

15. NOTICES: Any notice to be given to either party, by the other, shall be in writing and shall be served, either personally or by first class mail to the following:

COUNTY: County of Santa Barbara
 Public Health Department
 Attn: Dan Reid, Assistant Deputy Director
 Primary Care and Family Health Division
 300 North San Antonio Road, Bldg 1
 Santa Barbara, CA 93110
 (805) 681-5173
 (805) 681-5200 fax

LICENSEE: California State University, Fullerton
 Attn: Angela Warren, Contracts & Procurement
 2600 East Nutwood Avenue, Suite 300
 Fullerton, CA 92831
 (657) 278-4532
 (657) 278-1517 fax

All notices hereunder shall be in writing and shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the first business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified above, or to such other address designated by the party as provided herein.

16. **DEFAULT**: Except as otherwise specified herein, should either party at any time be in default hereunder with respect to any material covenant contained herein, the nondefaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of forty-five (45) calendar days from such notice, this Agreement shall terminate at the option of the non-defaulting party unless the cure of such default shall reasonably take more than forty-five (45) calendar days in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

17. **REMEDIES**: In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach.

18. **WAIVER**: It is understood and agreed that any waiver, expressed or implied of any term of this Agreement shall not be, nor construed to be, a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

19. **TERMINATION**: This Agreement shall terminate and all rights of LICENSEE hereunder shall cease and LICENSEE shall quietly and peacefully vacate the Property:

- A. Upon LICENSEE'S failure to cure a default as specified in Section 16, **DEFAULT**; or
- B. Upon either party giving THIRTY (30) DAYS notice to the other party at any time during the term; or
- C. Upon expiration of the term of this Agreement or any extension thereof.

20. **DESTRUCTION:** If the Property is partially or totally destroyed by fire or other casualty, this Agreement, at the option of COUNTY, shall terminate. In the event of such destruction, COUNTY shall use its best efforts to re-locate LICENSEE to another location on the Property.

21. **ASSIGNMENT/HYPOTHECATION/SUBLEASE:** LICENSEE shall not mortgage, pledge, hypothecate, encumber, sublease or sublicense the Property or any interest therein. Any attempt to assign, sublicense, sublease, mortgage, pledge, hypothecate or in any other way encumber shall be void and without legal effect and shall constitute grounds for termination.

22. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any organization into which LICENSEE may be merged.

23. **NEGATION OF PARTNERSHIP/JOINT VENTURE:** Nothing in this Agreement is intended, and no provision of this Agreement shall be construed, to make LICENSEE a partner of, nor a joint venturer with COUNTY or associated in any other way with regard to the use of the Clinics, nor to subject either party to any obligation, loss, charge or expense resulting therefrom.

24. **AGENCY DISCLOSURE:** LICENSEE acknowledges that the General Services Department, Facilities Services Division, of the COUNTY is the agent for the COUNTY exclusively, and is neither the agent for LICENSEE nor a dual agent in this transaction.

25. **CAPTIONS:** The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

26. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

27. **CERTIFICATION OF SIGNATORY:** Signatories for the parties represent and certify that they are authorized to sign on behalf of their respective party and that no additional signatures are required to carry out the activities contemplated herein.

28. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties.

29. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. **FACSIMILE SIGNATURES**: In the event that the parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission of the facsimile, except that funds shall not be released upon a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County.

31. **CONSTRUCTION**: The parties agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and conditions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against any party hereto.


32. **ENTIRE AGREEMENT**: The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations and statements shall be deemed to create rights or obligations other than those stated herein.

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Project: CSUF PHD License II
APNs: 004-047-017,
017-061-002, &
059-140-029
Folio: 003608
Agent: DG

IN WITNESS WHEREOF, COUNTY and LICENSEE have executed this Agreement by the respective authorized officers as set forth below.

“LICENSEE”
CALIFORNIA STATE UNIVERSITY
FULLERTON

By: 
ANGELA WARREN, BUYER/TI
Title

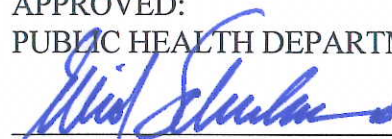
By: _____
Title

“COUNTY”
COUNTY OF SANTA BARBARA

Bob Nisbet, Director
General Services Department

Date: _____

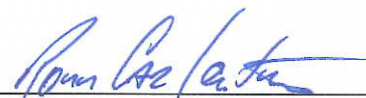
APPROVED:
PUBLIC HEALTH DEPARTMENT


Elliot Schulman MD, PHD, Director


APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: 

APPROVED:

By: 
Ronn Carlentine, SR/WA
Real Property Manager

APPROVED:


Ray Aromatorio, ARM, AIC
Risk Program Administrator

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL


By: 
Deputy County Counsel

Project: CSUF PHD License II
APNs: 004-047-017,
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FULLERTON

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COUNTY OF SANTA BARBARA

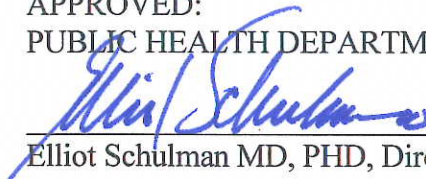
By: 
ANGELA WARREN, BUYER III
Title

Bob Nisbet, Director
General Services Department

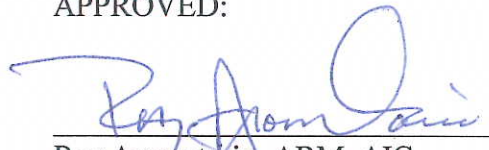
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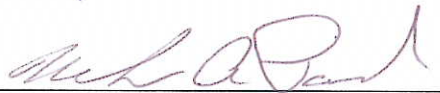
APPROVED:
PUBLIC HEALTH DEPARTMENT


Elliot Schulman MD, PHD, Director

APPROVED:


Ray Aromatorio, ARM, AIC
Risk Program Administrator

APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: 

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED:

By: 
Ronn Carlentine, SR/WA
Real Property Manager

Project: CSUF PHD License II
APNs: 004-047-017,
017-061-002, &
059-140-029
Folio: 003608
Agent: DG

IN WITNESS WHEREOF, COUNTY and LICENSEE have executed this Agreement by the respective authorized officers as set forth below.

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors

Date: _____

By _____
Deputy Clerk

Project: CSUF PHD License II
APNs: 004-047-017,
017-061-002, &
059-140-029
Folio: 003608
Agent: DG

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CLERK OF THE BOARD

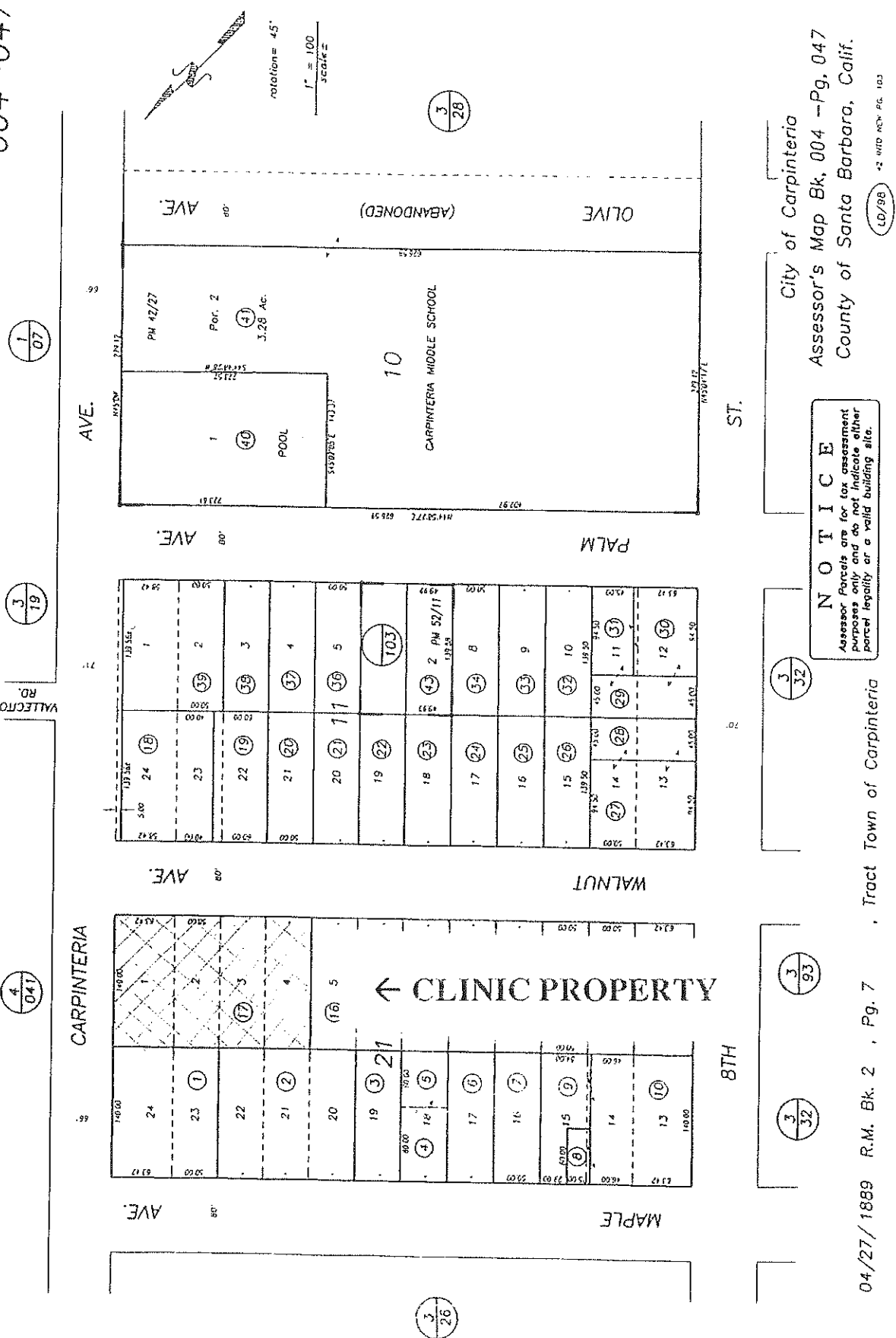
By: _____
Chair, Board of Supervisors

Date: _____

By _____
Deputy Clerk

004-047

POR. PUEBLO LANDS



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3/26

AVE.

AVE.

AVE.

CARPINTERIA

AVE.

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8TH

ST.

ST.

City of Carpinteria
 Assessor's Map Bk, 004 -Pg. 047
 County of Santa Barbara, Calif.

NOTICE
 Assessor Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

Tract Town of Carpinteria

04/27/1889 R.M. Bk. 2 , Pg. 7

LD/88

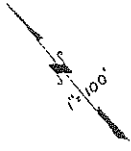
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EXHIBIT A

1 of 3

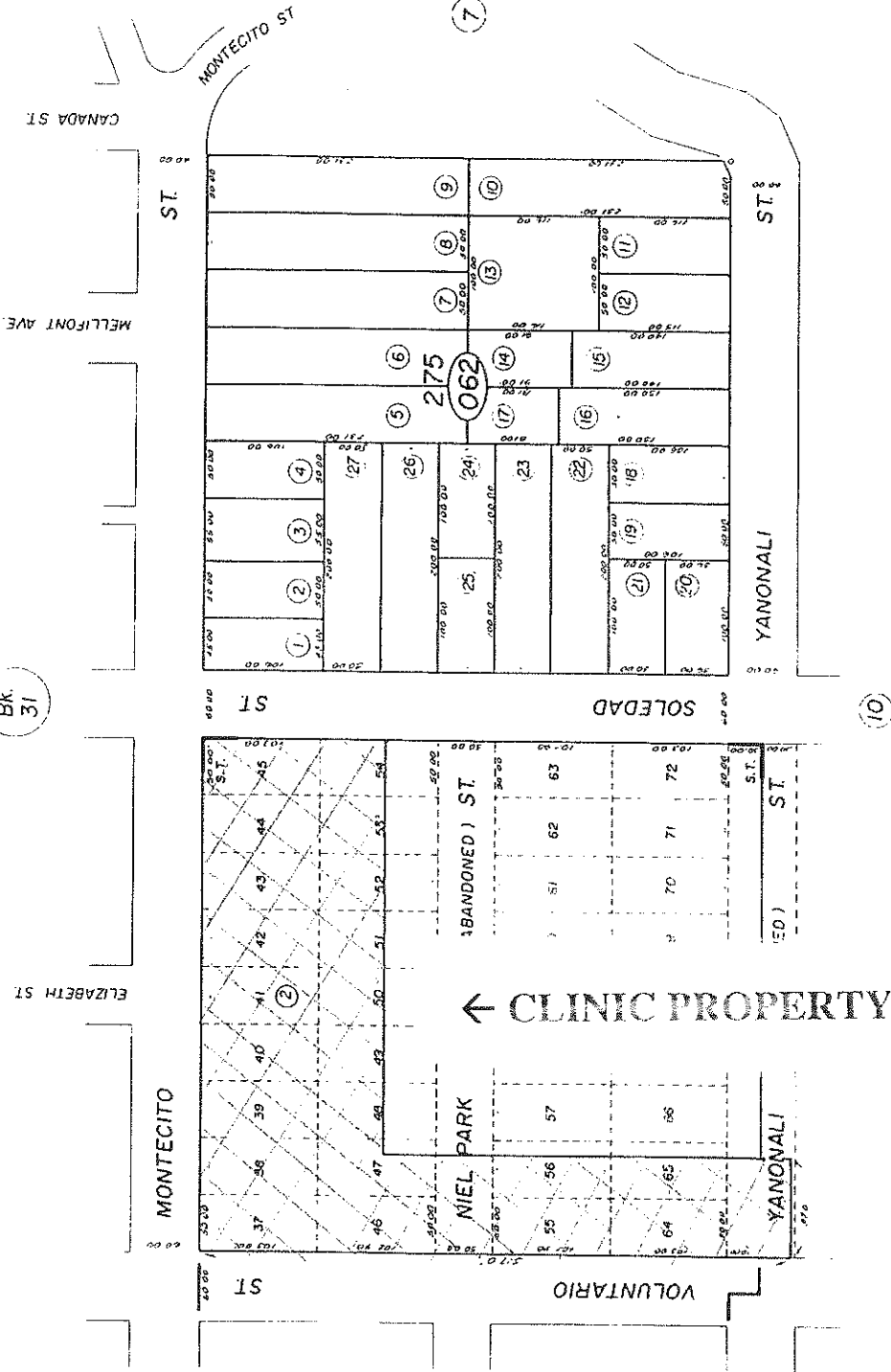
Carpinteria Clinic

17-06



PUEBLO LANDS

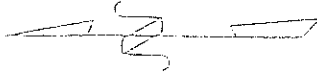
Bk. 31



Assessor's Map Bk. 17 - Pg.06
County of Santa Barbara, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

R. M. Bk. 15 , Pg. 12 - Sycamore Tract



1" = 800
scale ±

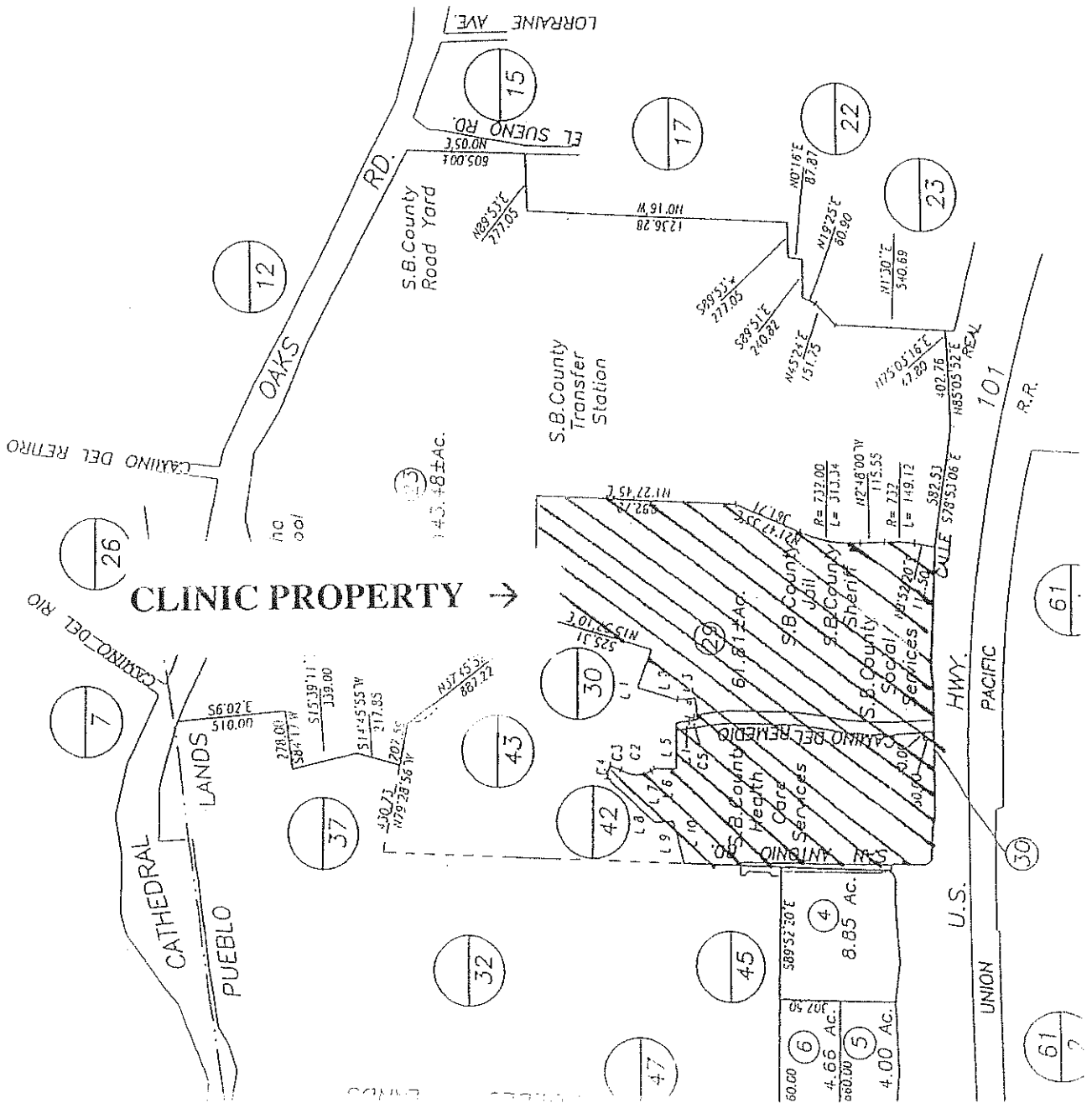


EXHIBIT A
3 of 3
Santa Barbara Clinic

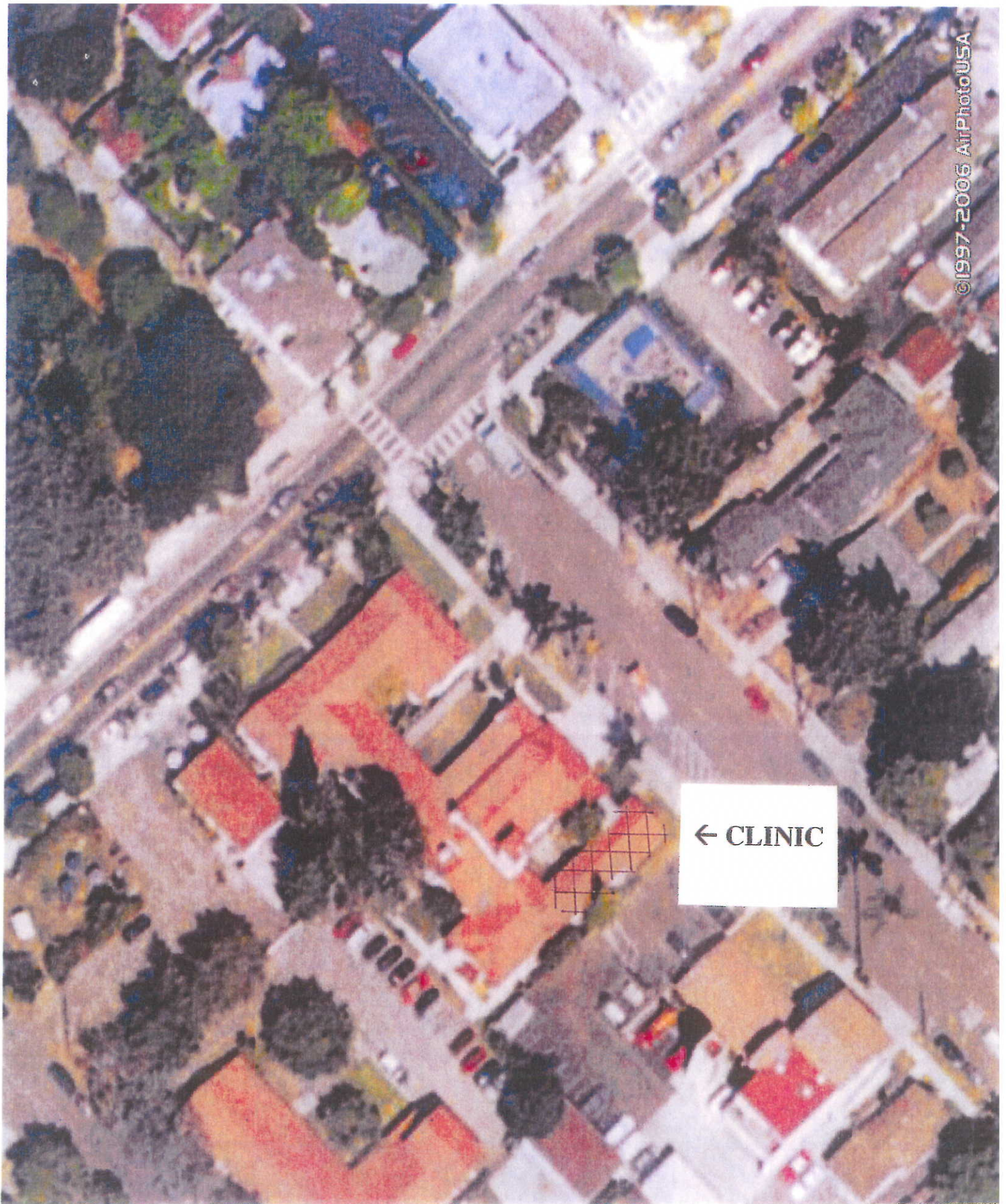
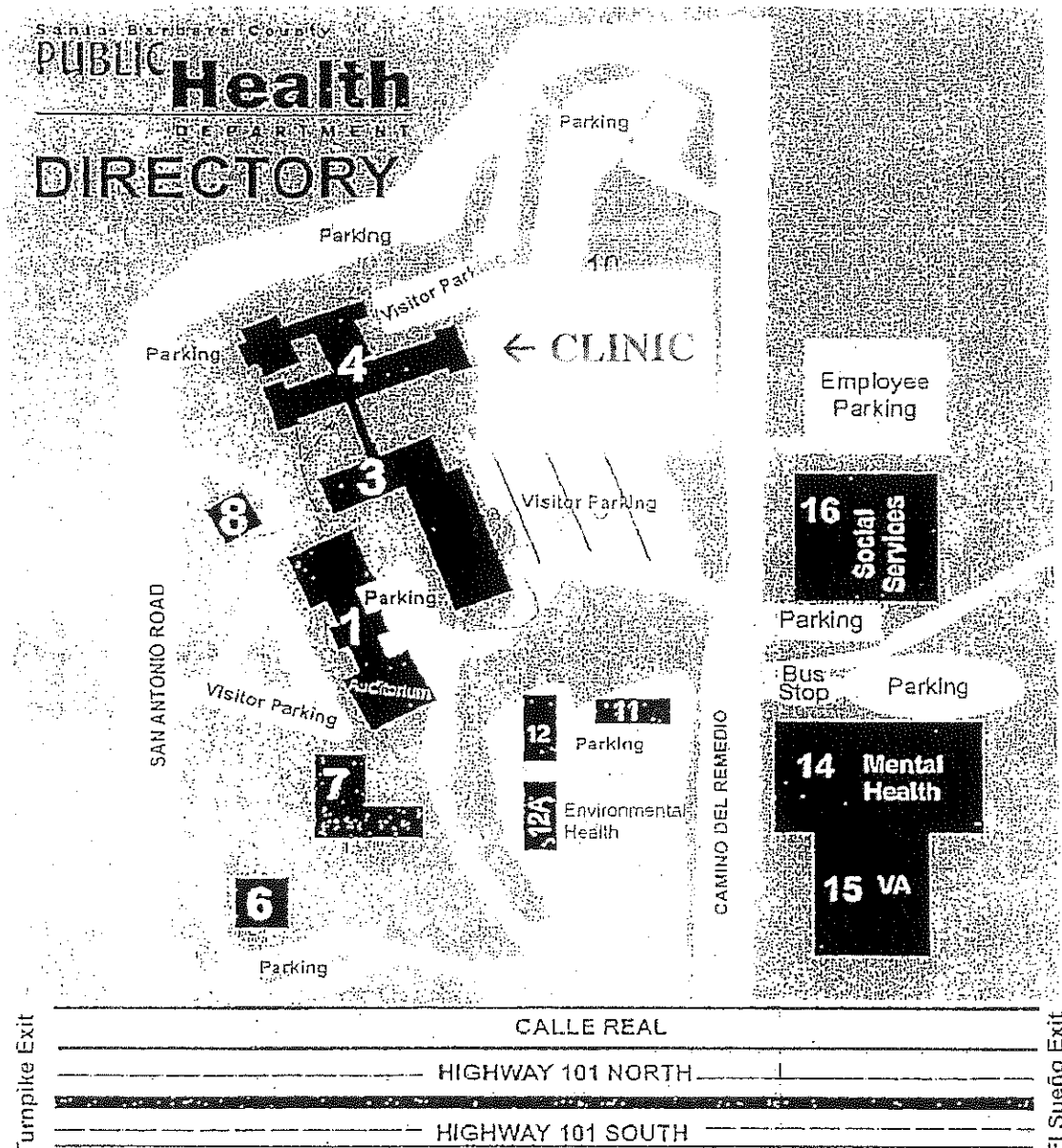


EXHIBIT B
1 of 3
Carpinteria Clinic



EXHIBIT B
2 of 3
Franklin Clinic

Calle Real Campus



Building 1 (300 N. San Antonio Rd.)
 1st Floor
 Administrative Offices
 Auditorium
 Conference Rooms
 Emergency Medical Services
 Human Services
 2nd Floor
 General Accounting
 Patient Accounting
 Human Resources
 Information Technology

Building 3 (315 Camino del Remedio)
 Ground Floor
 Data Services Training Room
 Information Technology
 Storeroom
 Women, Infants & Children (WIC)
 1st Floor
 Laboratory
 Psychiatric Health Facility (PHF)
 Radiology (X-Ray)
 2nd Floor
 AFLP/TAPP/Cat-Learn
 Nutrition Services
 Mental Health Clinic/Administration

Building 4 (345 Camino del Remedio)
 1st Floor
 Gift Shop
 Cafeteria (Back Door Deli)
 2nd Floor
 Clinics & Lobby
 Medical Records
 Pharmacy
 Medical Social Services
 MIA Eligibility
 3rd Floor
 Administrative Offices
 AIDS Services
 Birth & Death Certificates
 Disease Control & Prevention
 Epidemiology
 MCH Field Nursing
 Older Adults Program
 Utilization Review/Indigent Health

Building 6
 Casa del Mural
 Mental Health Facility

Building 7 (260 N. San Antonio Rd.)
 APCD, SBCAG, DSS

Building 8 (300 N. San Antonio Rd.)
 Public Health Administration
 -Director
 -Deputy Director
 -Health Officer
 -Contracts Unit

Building 10
 Architectural Archives

Building 11 (267 Camino del Remedio)
 Employee's University

Building 12 (263 Camino del Remedio)
 Agricultural Commissioner

Building 12A (226 Camino del Remedio)
 Environmental Health Services

Building 13 - not in use

Building 14 (4444 Calle Real)
 Mental Health Facility

Building 15 (4444 Calle Real)
 Veterans' Outpatient Services

Building 16 (234 Camino del Remedio)
 Social Services

EXHIBIT B