



PHILIP L. BROWNING
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County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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June 01, 2010

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17 JUNE 1, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO APPROVE NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE
DEPARTMENT OF PUBLIC SOCIAL SERVICES AND CALIFORNIA STATE UNIVERSITY
NORTHRIDGE TO LOCATE A MASTERS OF SOCIAL WORK PROGRAM AT THE
DEPARTMENT'S HEADQUARTERS
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

Recommendation to authorize a Non-Exclusive License Agreement between the Department of Public Social Services (DPSS) and California State University Northridge (CSUN), to locate a Masters of Social Work (MSW) Program at the Department's Headquarters location, 12860 Crossroads Parkway South, City of Industry, California 91746.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of DPSS to enter into a non-financial, Non-Exclusive License Agreement in substantially similar form as the attached (Attachment) with CSUN, to locate a MSW Degree Program at the Department's Headquarters location, following review and approval by the Chief Executive Office and County Counsel. No additional net County cost will be incurred as a result of this recommended action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Non-Exclusive License Agreement will permit CSUN, an accredited public university in the California State University system, to locate a MSW Degree Program at the DPSS Headquarters location. The program is expected to include 25 Departmental staff and will begin in August 2010. The CSUN MSW Degree Program will qualify staff for admission to the program. Participating staff will be responsible for paying their tuition and any related expenses.

Classes for the program will take place at Departmental Headquarters on Fridays, 9:00 a.m. to 4:45 p.m., and Saturdays from 9:00 a.m. to 4:45 p.m. DPSS staff who complete the program will receive a MSW Degree from CSUN. The duration of the program is three years.

The Department will accommodate 4/40 work schedules with Friday Regular Days Off for staff who are enrolled in the program. Any work schedule adjustments will not interfere with departmental operations.

Additionally, a condition of enrollment in the program will be that class participation requirements will not in any way interfere with employee work assignment responsibilities. There will be no promotional promises or other commitments to staff based on their enrollment in/or completion of the program.

The MSW Degree Program provides practicing professionals a learning environment, which supports, develops and assists them in enhancing skills and professionalism. DPSS believes that collaboration with CSUN will improve our employees' ability to perform assignments and will provide valuable training for staff who may become future managers. The MSW Degree Program will include Social Work core curriculum and elective courses that relate to the Department's mission.

Implementation of Strategic Plan Goals

This recommended action is consistent with the principles of the Countywide Strategic Plan Goal #1, Operational Effectiveness, Strategy #4, Workforce Excellence: Implement human capital management best practices (e.g., succession planning, professional development, employee surveys) to enhance the recruitment, development and retention and well-being of qualified County employees. This action is also consistent with DPSS Strategic Plan Goal #3, Workforce Investments: To build the knowledge, skills, and abilities of employees to ensure a highly qualified workforce.

FISCAL IMPACT/FINANCING

No additional County costs will be incurred as a result of this recommended action. There is no net County cost impact associated with locating the MSW Degree Program at DPSS Headquarters. The classroom will be located at the DPSS Headquarters building on Fridays during business hours, and on Saturdays from 9:00 a.m. to 4:45 p.m. The classroom activities will not require any additional building, security or other expenses and is consistent with the County's lease of the facility. The County's lease of the facility stipulates that the "Lessor agrees to pay when due as an operating expense all charges for use of sewer, effluent treatment, when and if imposed by any Governmental authority, all water, sprinkler standby charges, electricity, gas, and other lighting, heating, and power and other utility rents and charges accruing or payable in connection with the demised premises during the term of this lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters." Staff will attend classes on their own time. Enrolled staff will be responsible for paying CSUN tuition and any other class expenses.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel, the Chief Executive Office and the Chief Executive Office's Risk Management Section have reviewed and approved as to form, the Non-Exclusive License Agreement between DPSS and CSUN for implementation of the MSW Degree Program.

The Non-Exclusive License Agreement ensures that all legal/liability issues and County provisions are addressed.

CSUN will indemnify the County with regard to their delivery of the MSW Degree Program. The Non-Exclusive License Agreement will not involve any provisions that are not related to implementation of the MSW Degree Program. CSUN will be responsible for providing Worker's Compensation coverage for all program instructors. The Non-Exclusive License Agreement will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations. CSUN faculty will have limited access to DPSS facilities.

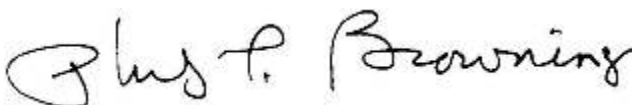
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Non-Exclusive License Agreement will have no impact on current services or Departmental projects.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter.

Respectfully submitted,



PHILIP L. BROWNING
Director

PLB:mss

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisor

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License")

is made and entered into this 28th day of August 2010

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic ("**County**")

AND

CALIFORNIA STATE UNIVERSITY AT NORTHRIDGE ("**Licensee**")

RECITALS:

County is the lessee of certain real property located at 12860 Crossroads Parkway South, City of Industry, California, pursuant to a lease with RR and C Development Company, care of Majestic Realty Company dated August 28, 1990 (the "Lease") and County is authorized to license use of the property pursuant to Gov. Code 25537 and/or 26227; and

Licensee desires to use on a non-exclusive basis, only a portion of said real property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

- 1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees to the use, upon the terms and conditions hereinafter set forth, of a space identified as Classroom 226 located on the second floor of the building at 12860 Crossroads Parkway, City of Industry, California, "Licensed Area"). In the event the parties elect to change the location of the Licensed Area, the Director of the County's Department of Public Social Services ("DPSS") shall notify Licensee in writing, which writing shall be countersigned by Licensee and shall become part of this License.
- 1.02 The Licensed Area shall be used only by the Licensee for the purpose of operating a Master of Social Work program course and such other purposes as are related thereto, on Fridays and Saturdays during the term hereof, between the hours of 9:00 a.m. and 4:45 p.m. Licensee acknowledges that it has reviewed the Lease and that the Licensee's use of the Licensed Area pursuant to this License is subject to all of the terms and conditions of the Lease. In the event of a conflict between this License and the Lease, the terms of this License shall control.
- 1.03 Licensee shall make no alterations or improvements to the Licensed Area.

- 1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:
- a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
 - b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
 - c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
 - d) Terminate the License and require Licensee to vacate the Licensed Area immediately.
- 1.05 Licensee acknowledges that Licensee has performed a personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.
- 1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction herein and to the Licensed Area and covenants and agrees never to assail, contest or resist said title.

2. TERM

- 2.01 The term of the License shall commence upon execution of this License by the County and shall terminate on the earlier of: (i) three years after License commencement, or (ii) concurrently with the expiration of the County's lease for the Licensed area.
- 2.02 County or Licensee may terminate this License at will upon giving the other party notice in writing at least 30 days in advance of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition or in the event of a material breach of the terms of this License by Licensee.

3. PAYMENT

The use for the Licensed Area shall be gratis. Consideration for this License shall be Licensee's adherence to the terms and conditions of the License.

4. OPERATING RESPONSIBILITIES

- 4.01 **Compliance with Law.** Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein.

County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and federal laws and regulations.

- 4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval therefore is obtained from the County, whose approval shall not be unreasonably withheld.
- 4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.
- 4.04 Maintenance. The County shall be responsible for maintaining the Licensed Area.
- 4.05 Security Devices. The Licensee shall be responsible for securing the Licensed Area.
- 4.06 Utilities. County shall be responsible for the payment of all utilities including telephone and data lines.
- 4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend, save and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, and its members', agents' and invitees', operations on and use of the Licensed Area and the attraction caused by their operations on and use of the Licensed Area which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability, or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to this License.

County agrees to indemnify, defend, save and hold harmless Licensee and its officers, employees, and agents from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with County's, and its members', agents' and invitees', operations on and use of the Licensed Area and the attraction caused by their operations on and use of the Licensed Area which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability, or expense, arising from or connected with services performed on behalf of County by any person pursuant to this License.

6. INSURANCE

6.01 Insurance Requirements. Without limiting Licensee's indemnification of County and during the Term of this License, Licensee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

- a) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

- b) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

- c) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Licensee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

6.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, County prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License, (b) clearly evidence all coverages required in this License, (c) contain the express condition that County is to be given written notice by mail to County at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance, and (d) identify any deductibles or self-insured retentions for County's approval.

6.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

6.04 Notification of Incidents, Claims or Suits. Licensee shall report to County any accident or incident relating to activities performed under this License which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within a reasonable time frame of Licensee's knowledge of such occurrence.

7. FAILURE TO PROCURE INSURANCE

7.01 Failure on the part of Licensee to procure or maintain required insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of agreement upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

7.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. DEFAULT

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11. WAIVER

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or stopping either party from enforcing the full provisions hereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this License shall be cumulative.

12. SURRENDER

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

13. ENFORCEMENT

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

14. COUNTY LOBBYIST ORDINANCE

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15. NOTICES

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

California State University Northridge
Purchasing & Contract Administration
18111 Nordhoff Street
Northridge, CA 91330
Attn: George Chidiac

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Department of Public Social Services
Human Resources Division
3435 Wilshire Blvd., #200
Los Angeles, CA 90010
Attn: HRD Chief

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Office. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

16. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws.

17. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

18. SOLICITATION OF CONSIDERATION

18.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensee with the implication, suggestion or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

18.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

19. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

20. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

21. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

22. TAXATION OF LICENSED AREA

22.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

22.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

22.04 County reserves the right to pay any such tax, assessment, fee or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

23. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

24. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

25. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and, except as otherwise expressly provided herein, no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles, by order of its Board of Supervisors has caused this License to be executed on its behalf and attested by the Director of the Department of Public Social Services, the day, month and year first above written.

LICENSEE:

CALIFORNIA STATE UNIVERSITY NORTHRIDGE

By: _____
George Chidiac, Manager
Purchasing & Contract Administrator

COUNTY OF LOS ANGELES

By: _____
Philip L. Browning, Director
Department of Public Social Services

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: _____
Senior Deputy County Counsel