



8 Project No: PM 1239-9-3-~~1~~
 10 Project Name: Riverside County
 Project Location: Ortega Highway Remote Facility

12 **LICENSE**
 14 **(Communications Agreement)**

16 This License Agreement ("License") is made _____, 2012, by and between
 18 the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to
 as "COUNTY") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California
 (hereinafter referred to as "LICENSEE") without regard to number or gender.

20 **1. DEFINITIONS (AMLC 2.1 S)**

22 The following words in the License have the significance attached to them in this clause, unless
 24 otherwise apparent from context:

26 "Board of Supervisors" means the Board of Supervisors of the County of Orange, a political
 subdivision of the State of California.

28 "Communications Director" means the Director of Communications, Sheriff-Coroner Department,
 30 County of Orange, or designee, or upon written notice to LICENSEE, such person or entity as shall
 be designated by the Sheriff-Coroner.

32 "Corporate Real Estate" means OC Public Works, OC Facilities, Real Estate and Asset
 34 Management, Corporate Real Estate, County of Orange, or upon written notice to LICENSEE, such
 entity as shall be designated by the Director of Public Works.

36 "County Counsel" means the legal Counsel of the County of Orange, or designee, or upon written
 notice to LICENSEE, such person or entity as shall be designated by the Board of Supervisors.

38 "County Executive Officer" means the County Executive Officer, County Executive Office, County of
 40 Orange, or designee, or upon written notice to COUNTY, such other person or entity as shall be
 designated by the Board of Supervisors.

42 "Risk Manager" means the Risk Manager of the County Executive Office (CEO)/Risk Management
 44 Department, County of Orange, or designee, or upon written notice to LICENSEE, such person or
 entity as shall be designated by the County Executive Officer or the Board of Supervisors.

46 "Sheriff" means the Sheriff of the County of Orange, or designee, or upon written notice to
 48 LICENSEE, such person or entity as shall be designated by the Board of Supervisors.

2 “**Treasurer-Tax Collector**” means the Treasurer-Tax Collector, County of Orange, or designee, or
 4 upon written notice to LICENSEE, such other person or entity as shall be designated by the Board
 6 of Supervisors.

8 **2. TERM (AMLC 3.1 N)**

10 ~~This License shall become effective (“**Effective Date**”) on the date first written above and shall
 12 continue in effect until three (3) years thereafter. The term of this License commenced on October
 14 5, 2012 and shall terminate on October 4, 2045, or until terminated as provided in Clause 3
 16 (TERMINATION) of this License, whichever first occurs.~~

18 **3. TERMINATION (AMLC 3.3 N)**

20 This License shall be revocable by either COUNTY’ Sheriff or LICENSEE at any time; however, as
 22 a courtesy, each party will attempt to give forty-five (45) days prior written notice to the other party
 24 upon revocation.

26 In the event either party terminates this License, LICENSEE shall promptly remove its
 28 communications equipment, as defined below, from License Area and return the License Area to its
 30 original condition, normal wear and tear excepted.

32 **4. LICENSE AREA (AMLC 4.1 S)**

34 COUNTY grants to LICENSEE the right to use that certain property hereinafter referred to as
 36 “**License Area**,” located within the Facility, and shown on “**Exhibit A,**” Location Map/Plot Plan,
 38 attached hereto and by reference made a part hereof.

40 **5. USE (AMLC 5.1 N)**

42 LICENSEE’s use of the License Area shall be limited to the operation of certain LICENSEE-owned
 44 radio communications equipment (“**Communications Equipment**”) described in “**Exhibit B,**”
 46 Description of Equipment, attached hereto and by reference made a part hereof. Throughout the
 48 term of this License and at all times, COUNTY shall have the right, at COUNTY’s discretion, to
 50 determine the specific location of LICENSEE’s Communications Equipment within the License
 Area. Should COUNTY determine the need to have Communications Equipment relocated at any
 time after the Effective Date of this License, COUNTY shall provide LICENSEE with sixty (60) days
 prior written notice of such anticipated relocation. Within sixty (60) days after receipt of such written
 notice, LICENSEE shall relocate, at LICENSEE’s sole cost, Communications Equipment to any
 location within License Area so designated by Communications Director. Should LICENSEE
 determine the proposed relocation area is unacceptable, LICENSEE has the right to terminate this
 License per the clause entitled TERMINATION above.

LICENSEE shall use the License Area in a manner so as not to interfere with the COUNTY’s use of
 the Facility or equipment at the Facility or with the use by or equipment of COUNTY’s other
 licensees at said Facility.

LICENSEE agrees not to use the License Area for any other purpose nor to engage in or permit any
 other activity within or from the License Area. LICENSEE further agrees not to conduct or permit to
 be conducted any public or private nuisance in, on, or from the License Area, nor to commit or

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2 permit to be committed waste on the License Area, and to comply with all governmental laws and
3 regulations in connection with its use of the License Area.

4 **6. LICENSE FEE (AMLC 6.1 S)**

6 Commencing upon the Effective Date and paid annually thereafter, LICENSEE agrees to pay
7 COUNTY for the use of the License Area a License Fee ("License Fee") the sum of Fifteen
8 Thousand Five Hundred Dollars (\$15,500.00).

10 The License Fee shall be payable annually in advance within thirty (30) days after receipt of an
11 invoice provided by COUNTY. LICENSEE shall be provided with said invoice at the
12 commencement of this License and within sixty (60) days prior to the first day of each anniversary
13 of the Effective Date of this License. LICENSEE shall pay the License Fee within thirty (30) days
14 after receipt of the invoice while this License is in effect, without deduction or offset, in lawful money
15 of the United States. The License Fee shall be due and payable to COUNTY whether or not an
16 actual invoice is sent by COUNTY or received by LICENSEE.

18 In the event the obligation to pay the License Fee terminates on a day other than the anniversary
19 date of the Effective Date of the License, said License Fee shall be prorated to reflect the actual
20 period of use on the basis of a 365-day year.

22 **7. LICENSE FEE ADJUSTMENT (N)**

24 The License Fee specified in Clause (LICENSE FEE) shall be subject to automatic annual
25 adjustments beginning in the second year of the License term. Said adjustment shall be based on
26 the Consumer Price Index for Los Angeles-Riverside-Orange County, CA [All Urban Consumers-All
27 Items (base year 1982-84=100)] promulgated by the Bureau of Labor Statistics of the U.S.
28 Department of Labor. The adjustment shall be in proportion to the cumulative change in said
29 Consumer Price Index as provided in the following formula:

$$30 \text{ Adjusted License Fee} = A \times (B \div C)$$

32 A = Current License Fee

34 B = Monthly index for the month prior to the month in which the License Fee rate
adjustment is to become effective.

36 C = Monthly index for the month in which the License becomes effective.

38 Notwithstanding the foregoing, in no event shall the License Fee be reduced by reason of any such
adjustment. In the event that the Consumer Price Index is not issued or published for the period for
40 which such License Fee is to be adjusted and computed hereunder, or in the event that the Bureau
of Labor Statistics of the U.S. Department of Labor should cease to publish said index figures, then
42 any similar index published by any other branch or department of the U.S. Government shall be
used and if none is so published, then another index generally recognized and authoritative shall be
substituted by Sheriff.

44 In no event shall the increase in the Adjusted License Fee be less than 35% of the Current License
Fee.

46 **8. PROCESSING FEE (AMLC 6.4 S)**

48 Upon approval by COUNTY of this First Amendment License, LICENSEE shall pay to COUNTY a
processing fee of One Thousand Two Seven Hundred Sixty Dollars (\$1,76200) for issuance of this

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2 ~~First Amendment License~~ and an additional One Thousand ~~Seven~~ Two Hundred ~~Sixty~~ Dollars
 4 (\$1,7260) for each subsequent amendment to this License. Said processing fee is deemed earned
 6 by COUNTY and is not refundable. COUNTY shall provide LICENSEE with an invoice for
 processing fee and LICENSEE shall promptly pay the total processing fee amount within thirty (30)
 days after receipt of invoice. COUNTY reserves the right to adjust the Processing Fee at any time
throughout the remaining term of this License.

8 **9. PAYMENT PROCEDURE (AMLC 7.1 S)**

10 All payments pursuant to this License shall be delivered to the County of Orange, Treasurer-Tax
 12 Collector, Revenue Recovery/Accounts Receivable Unit, P.O. Box 4005-~~(630 North Broadway)~~,
 14 Santa Ana, California 92702-4005. COUNTY may change the designated place of payment at any
 time upon ten days written notice to LICENSEE. All fee payments may be made by check payable
 to the "County of Orange." LICENSEE assumes risk of loss if payments are made by mail.

16 No payment by LICENSEE or receipt by COUNTY of an amount less than the payment due shall be
 18 deemed to be other than on account of the payment due, nor shall any endorsement or statement
 on any check or any letter accompanying any check or payment as payment be deemed an accord
 and satisfaction, and COUNTY shall accept such check or payment without prejudice to COUNTY's
 20 right to recover the balance of said payment or pursue any other remedy in this License.

22 **10. CHARGE FOR LATE PAYMENT (ALMC 7.2 S)**

24 LICENSEE hereby acknowledges that the late payment of any sums due hereunder will cause
 26 COUNTY to incur costs not contemplated by this License, the exact amount of which will be
 extremely difficult to ascertain. Such costs include but are not limited to costs such as
 administrative processing of delinquent notices, increased accounting costs, etc.

28 Accordingly, if any payment pursuant to the License is not received by COUNTY by the due date, a
 30 late charge of 1.5% of the payment due and unpaid, plus \$100 shall be added to the payment, and
 the total sum shall become immediately due and payable to COUNTY. An additional charge of 1.5%
 32 of said payment, excluding late charges, shall be added for each additional month that said
 payment remains unpaid.

34 LICENSEE and COUNTY hereby agree that such late charges represent a fair and reasonable
 36 estimate of the costs that COUNTY will incur by reason of LICENSEE's late payment. Acceptance
 of such late charge (and/or any portion of the overdue payment) by COUNTY shall in no event
 38 constitute a waiver of LICENSEE's default with respect to such overdue payment, or prevent
 COUNTY from exercising any other rights and remedies granted hereunder. COUNTY shall provide
 40 LICENSEE with an invoice for said charges and LICENSEE shall pay COUNTY within thirty (30)
 days after receipt of said invoice.

42 **11. SERVICES CHARGES (N)**

44 Due to safety, health, or other reasons, COUNTY may find it necessary to perform labor on
 46 Communications Equipment within the License Area. In such instances, COUNTY shall charge
 LICENSEE for such labor on an hourly basis according to rates currently approved by the Board of
 48 Supervisors, including administrative costs, and shall charge LICENSEE for the cost of all parts
 required plus ten percent (10%) of said costs of parts.

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2 The current rates for service charges shall be in accordance with the service charges ("Service
3 Charges") set forth in "**Exhibit C**," attached hereto and made a part hereof. Such Service Charges
4 rates may change from time to time as they are revised or amended by the Board of Supervisors.
COUNTY shall give LICENSEE thirty (30) days prior written notice of Service Charge rate changes.

6 **12. UTILITIES (AMLC 9.1 N)**

8 COUNTY shall be responsible for and pay all charges for utilities used by LICENSEE in the
9 operation of Communications Equipment within the License Area.

10 **13. MAXIMUM PERMISSIBLE EXPOSURE TO RADIOFREQUENCY EMISSIONS (N)**

12 In the event LICENSEE desires to change, alter, adjust, relocate, or add to Communications
13 Equipment at the Facility, a written amendment to this License shall first be approved by COUNTY
14 and executed by both parties hereto. If the COUNTY determines the aggregate radiofrequency
15 emissions at the Facility are above the acceptable levels per the Federal Communication
16 Commission's Guidelines for Human Exposure to Radiofrequency Emissions ("**Guidelines**"), then
17 the COUNTY shall have the right to require LICENSEE to modify or remove Communications
18 Equipment at LICENSEE's sole cost within sixty (60) days following a written request from
19 COUNTY.

22 LICENSEE's obligation to indemnify, defend, and save COUNTY harmless from and against any
23 and all claims, demands, losses, or liabilities which COUNTY, its officers, agents, employees may
24 sustain or incur or which may be imposed upon them for injury to or death of persons, or damages
25 to property as a result of, or arising out of radiofrequency emissions exposure in connection with
26 LICENSEE's ownership, use, operation, maintenance, repair, change, alteration, adjustment,
27 relocation of, or additions to Communications Equipment at the Facility is subject to the terms of
28 Clause 18 (INDEMNIFICATION) below.

30 **14. ACCESS (N)**

32 Access to the License Area shall not be permitted without proper escort by the Communications
33 Director. Access shall be only for purposes of installation of Communications Equipment as
34 described in **Exhibit B**, and thereafter for emergency or non-emergency maintenance and repair.
35 LICENSEE shall provide COUNTY with 24-hour verbal or written notice prior to date and time
36 LICENSEE desires to access License Area. Voice-mail or other form of voice-recorded message
37 shall not be considered prior notice. No building keys will be issued or loaned to the LICENSEE.

38 LICENSEE shall pay COUNTY an escort fee ("**Escort Fee**") for access to the License Area at the
39 Board of Supervisor's approved hourly rate for time spent by COUNTY in providing said escort.
40 COUNTY shall provide LICENSEE with an invoice for Escort Fee and LICENSEE shall pay
41 COUNTY within thirty (30) days after receipt of said invoice.

44 **15. ANTENNA TOWER REPAIR AND MAINTENANCE (N)**

46 All work on COUNTY's antenna tower, including but not limited to repair, maintenance, alteration,
47 adjustment, or relocation of LICENSEE's radio antennas ("**Tower Work**") shall be performed by the
48 service company ("**Contractor**") under contract to COUNTY.

50 In the event LICENSEE uses Contractor, LICENSEE shall be invoiced directly by Contractor and
shall directly pay Contractor for all work performed on tower at the request of LICENSEE. Failure to

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2 pay Contractor shall constitute default of LICENSEE under this License. COUNTY shall not be
3 liable for payment of charges incurred by LICENSEE regarding work completed by Contractor at the
4 request of LICENSEE.

6 No Tower Work shall be performed without twenty-four (24) hour prior written or verbal notice to
7 COUNTY. Voice-mail or other form of voice-recorded message shall not be considered prior notice.
8 Additionally, COUNTY shall provide an escort at all times during and at every instance of
9 LICENSEE-required Tower Work. COUNTY shall invoice LICENSEE for said Escort Fee and
10 agrees to reimburse COUNTY in accordance with Clause 14 (ACCESS) above.

12 **16. OPERATIONS (AMLC 11.1 N)**

14 The operation of Communications Equipment shall be in accordance with all applicable rules and
15 regulations of the Federal Communications Commission and any deviation therefrom shall be
16 cause for COUNTY to demand that LICENSEE cease the deviation immediately.

18 Should the operation of LICENSEE's Communications Equipment, in the opinion of
19 Communications Director, interfere with the operation of COUNTY's communications equipment or
20 any other equipment installed on the Facility, upon verbal notice by COUNTY, LICENSEE shall
21 immediately eliminate said interference in a manner acceptable to Communications Director.

22 LICENSEE shall designate in writing to COUNTY a representative who shall be responsible for the
23 day-to-day operations and level of maintenance, cleanliness and general order.

26 In the event LICENSEE does not eliminate said interference Communications Director retains the
27 right to modify or remove Communications Equipment and LICENSEE shall, upon demand of
28 Communications Director, pay the cost of said modification or removal thereof incurred by COUNTY
29 within thirty (30) days of receipt of said written demand.

30 **17. MAINTENANCE (N)**

32 LICENSEE shall, to the satisfaction of the Communications Director and at LICENSEE's sole
33 expense, keep and maintain the License Area and all of LICENSEE's Equipment of any kind in
34 good condition and in substantial repair. It shall be LICENSEE's responsibility to take all steps
35 necessary to maintain such standard of condition and repair.

38 LICENSEE expressly agrees to conduct all activities related to this License in a manner that does
39 not adversely affect building structural components or building systems at the Facility, and to
40 maintain the License Area in a safe, clean, wholesome and sanitary condition to the complete
41 satisfaction of the Communications Director and in compliance with all applicable laws. COUNTY
42 shall have the right to enter upon and inspect the License Area at any time for cleanliness and
43 safety.

44 In the event LICENSEE fails to maintain or make repairs as required herein, COUNTY may notify
45 LICENSEE in writing of said failure. Should LICENSEE fail to correct the situation within fifteen (15)
46 days after said notification, Communications Director may have the necessary correction(s) made
47 and the cost thereof, including but not limited to the cost of labor, materials and administration, shall
48 be paid by LICENSEE within ten (10) days of receipt of an invoice of said cost from the
49 Communications Director. Communications Director may, at Communications Director's sole
50 option, choose other remedies available herein, or by law.

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18. INDEMNIFICATION (N) (duplicate clause)

~~LICENSEE does hereby agree to indemnify and save COUNTY harmless from any damage proximately caused by LICENSEE, or arising out of, or in any way connected with the exercise by LICENSEE of any rights herein granted or that may arise from use of the License Area by the LICENSEE, to the extent legally permissible by Government Code Section 14662.5 et seq. except to the extent that any such damages or expenses suffered by COUNTY are the result of any persons acting under or on behalf of COUNTY; except where COUNTY or LICENSEE, as applicable, are found to have no liability by reason of any immunity arising by statute or common law.~~

~~If any party to this License is held liable upon any judgment for damages caused to third parties by a negligent, intentional or wrongful act or omission occurring in the performance of this License and pays excess of its pro rata share in satisfaction of such judgment, such party shall be entitled to contribution from the other party to this License. The pro rata share of each party shall be determined according to the comparative fault of the respective party(ies), as between them.~~

19. INSURANCE/SELF INSURANCE (AMLC 10.1 S)

LICENSEE agrees to purchase all required insurance at LICENSEE's expense and to deposit with the COUNTY certificates of insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this License have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the COUNTY during the entire term of this License. This License shall automatically terminate at the same time LICENSEE's insurance coverage is terminated. If within ten (10) business days after termination under this Clause LICENSEE obtains and provides evidence of the required insurance coverage acceptable to Sheriff, this License may be reinstated at the sole discretion of Sheriff. LICENSEE shall pay COUNTY Two Hundred Fifty (\$250.00) Dollars for processing the reinstatement of this License.

LICENSEE agrees that LICENSEE shall not operate on the License Area at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of Sheriff. In no cases shall assurances by LICENSEE, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. Sheriff will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. LICENSEE also agrees that upon cancellation, termination, or expiration of LICENSEE's insurance, COUNTY may take whatever steps are necessary to interrupt any operation from or on the License Area until such time as the Sheriff reinstates the License.

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

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2 All contractors performing work on behalf of LICENSEE pursuant to this License shall obtain
 4 insurance subject to the same terms and conditions as set forth herein for LICENSEE. LICENSEE
 6 shall not allow contractors or subcontractors to work if contractors have less than the level of
 8 coverage required by the COUNTY from the LICENSEE under this License. It is the obligation of
 10 the LICENSEE to provide written notice of the insurance requirements to every contractor and to
 12 receive proof of insurance prior to allowing any contractor to begin work within the License Area.
 14 Such proof of insurance must be maintained by LICENSEE through the entirety of this License and
 16 be available for inspection by a COUNTY representative at any reasonable time.

18 All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of
 20 Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by
 22 the appropriate line of coverage. ~~Any self-insured retention (SIR) or deductible in excess of \$25,000
 24 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office
 26 (CEO)/Office of Risk Management.~~

28 If the LICENSEE fails to maintain insurance acceptable to the COUNTY for the full term of this
 30 License, the COUNTY may terminate this License.

32 Qualified Insurer

34 ~~The policy or policies of insurance must be issued by an insurer licensed to do business in the state
 36 of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's
 38 Rating) and VIII (Financial Size Category) as determined by the most current edition of the Best's
 40 Key Rating Guide/Property-Casualty/United States or ambest.com.~~

42 ~~If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M.
 Best rating of A-/VIII, the CEO/Risk management retains the right to approve or reject a carrier after
 a review of the company's performance and financial ratings. The policy or policies of insurance
 must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII
 (Financial Size Category as determined by the most current edition of the Best's Key Rating
 Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the
 insurer be licensed to do business in the state of California (California Admitted Carrier). If the
 insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management
 retains the right to approve or reject a carrier after a review of the company's performance and
 financial ratings.~~

44 The policy or policies of insurance maintained by the LICENSEE shall provide the minimum limits
 46 and coverage as set forth below:

<u>Coverages</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired	\$1,000,000 limit per occurrence

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<u>Coverages</u>	<u>Minimum Limits</u>
vehicles	
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Environmental/Pollution Liability	\$1,000,000 per claims made or per occurrence

2

4 **Required Coverage Forms**

6 The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

8

10 The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

12 **Required Endorsements**

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

16

18 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.

20 2) A primary non-contributing endorsement evidencing that the Licensee's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

22

24 All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange ~~and members of the Board of Supervisors~~, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

26

28 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, ~~and members of the Board of Supervisors~~, its elected and appointed officials, officers, agents and employees.

30

32 ~~All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance. LICENSEE shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the LICENSE, upon which the County may suspend or terminate this LICENSE.~~

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2 The Commercial General Liability policy shall contain a severability of interests clause, also known
4 as a "separation of insureds" clause (standard in the ISO CG 001 policy)

6 Insurance certificates should be forwarded to the COUNTY address provided in the Clause
8 (NOTICES) below or to an address provided by Sheriff. LICENSEE has ten (10) business days to
10 provide adequate evidence of insurance or this License may be cancelled.

12 COUNTY expressly retains the right to require LICENSEE to increase or decrease insurance of any
14 of the above insurance types throughout the term of this License. Any increase or decrease in
16 insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately
18 protect COUNTY.

20 COUNTY shall notify LICENSEE in writing of changes in the insurance requirements. If LICENSEE
22 does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY
24 incorporating such changes within thirty (30) days of receipt of such notice, this License may be in
26 breach without further notice to LICENSEE, and COUNTY shall be entitled to all legal remedies.

28 The procuring of such required policy or policies of insurance shall not be construed to limit
30 LICENSEE's liability hereunder or to fulfill the indemnification provisions and requirements of this
32 License, nor in any way to reduce the policy coverage and limits available from the insurer.

34 **20. LABOR CODE COMPLIANCE (AMLC 14.1 S)**

36 As required by applicable law, LICENSEE acknowledges and agrees that all improvements or
38 modifications required to be performed as a condition precedent to the commencement of the term
40 of this License or any such future improvements or modifications performed by LICENSEE at the
42 request of COUNTY shall be governed by, and performed in accordance with, the provisions of
44 Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Section 1770,
46 et seq.). These provisions are applicable to improvements or modifications costing more than
48 \$1,000.

50 Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Orange
County Board of Supervisors has obtained the general prevailing rate of per diem wages and the
general prevailing rate for holiday and overtime work in the locality applicable to this License for
each craft, classification, or type of workman needed to execute the aforesaid improvements or
modifications from the Director of the State Department of Industrial Relations. Copies of said
prevailing wage rates may be obtained from the State of California, Department of Industrial
Relations or County Executive Officer.

As required by applicable law, LICENSEE agrees to pay or cause its contractors and/or
subcontractors to pay said prevailing wage rates at all times for all improvements or modifications to
be completed for COUNTY within the License Area, and LICENSEE herein agrees that LICENSEE
shall post, or cause to be posted, a copy of the most current, applicable prevailing wage rates at the
site where the improvements or modifications are performed.

As required by applicable law, LICENSEE shall maintain certified payroll records for all workers that
will be assigned to the improvements or modifications and shall produce said records upon request
by COUNTY or other State agency. Said payroll records shall contain, but not be limited to, the
complete name, address, telephone number, social security number, job classification and
prevailing wage rate for each worker.

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2 If LICENSEE neglects, fails or refuses to provide said payroll records to COUNTY, upon request,
4 and LICENSEE was otherwise required to maintain such records by applicable law, such
6 occurrence shall constitute an event of default of this License and COUNTY may, notwithstanding
8 any other termination provisions contained herein terminate this License.

21. BEST MANAGEMENT PRACTICES (AMLC 15.1 S)

10 LICENSEE and all of LICENSEE'S, agents, employees and contractors shall conduct operations
12 under this License so as to assure that pollutants do not enter municipal storm drain systems which
14 systems are comprised of, but are not limited to curbs and gutters that are part of the street
16 systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact
18 "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks,
20 streams, estuaries, lakes, harbors, bays and oceans).

22 The Santa Ana and San Diego Regional Water Quality Control Boards have issued National
24 Pollutant Discharge Elimination System (NPDES) permits ("Stormwater Permits") to the County of
26 Orange, and to the Orange County Flood Control District (DISTRICT) and cities within Orange
28 County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the
30 discharge of urban runoff from areas within the County of Orange, including the License Area. The
32 County Parties have enacted water quality ordinances that prohibit conditions and activities that
34 may result in polluted runoff being discharged into the Stormwater Drainage System.

36 To assure compliance with the Stormwater Permits and water quality ordinances, the County
38 Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local
40 Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs)
42 that parties using properties within Orange County must adhere to. As used herein, a BMP is
44 defined as a technique, measure, or structural control that is used for a given set of conditions to
46 manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These
48 BMPs are found within the COUNTY's LIP in the form of Model Maintenance Procedures and BMP
50 Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP
shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention
and source control techniques to eliminate non-stormwater discharges and minimize the impact of
pollutants on stormwater runoff.

BMP Fact Sheets that apply to uses authorized under this License include the BMP Fact Sheets
that are attached hereto as "**Exhibit D**." These BMP Fact Sheets may be modified during the term
of the License; and COUNTY's Manager of Real Estate and Asset Management Division shall
provide LICENSEE with any such modified BMP Fact Sheets. LICENSEE, its agents, contractors,
representatives and employees and all persons authorized by LICENSEE to conduct activities on
the License Area shall, throughout the term of this License, comply with the BMP Fact Sheets as
they exist now or are modified, and shall comply with all other requirements of the Stormwater
Permits, as they exist at the time this License commences or as the Stormwater Permits may be
modified. LICENSEE agrees to maintain current copies of the BMP Fact Sheets on the License
Area throughout the term of this License. The BMPs applicable to uses authorized under this
License must be performed as described within all applicable BMP Fact Sheets.

LICENSEE may propose alternative BMPs that meet or exceed the pollution prevention
performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the
COUNTY's Manager of Corporate Real Estate for review and approval prior to implementation.

COUNTY's Manager of Corporate Real Estate may enter the License Area and/or review LICENSEE'S records at any time to assure that activities conducted on the License Area comply with the requirements of this section. LICENSEE may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this section.

22. AUTHORITY (N)

Each person executing this License on behalf of LICENSEE does hereby covenant and warrant that (a) LICENSEE has full right and authority to enter into this License; and (b) each person signing this License on behalf of LICENSEE is duly authorized to do so.

23. TERMINATION OF PRIOR AGREEMENTS (AMLC-12.1N)

It is mutually agreed that this License shall terminate and supersede any prior agreements between the parties hereto covering all or any portion of the License Area. Notwithstanding the foregoing, this provision shall not release Licensee from any obligations under any prior agreements to be performed through the Effective Date of this License.

24. NOTICES (AMLC 16.1 S)

All notices pursuant to this License shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail and duly registered or certified with postage prepaid. If any notice is sent by registered or certified mail, as aforesaid, the same shall be deemed served or delivered twenty-four (24) hours after mailing thereof as above provided. Notwithstanding the above, COUNTY may also provide notices to LICENSEE by personal delivery or by regular mail and any such notice given shall be deemed to have been given upon receipt.

COUNTY

Sheriff-Coroner Department
Communications Division
840 N. Eckhoff St., Suite 104
Orange, CA 92868-1021
Attn: Communications Director
And
Sheriff/Real Property Services
320 N. Flower Street, Suite 108
Santa Ana, CA 92703
Attn: ~~Senior Real Property Agent~~Real Estate Manager
Email: ~~rweoms@ocsdfinancial.org~~JBordeaux@ocsd.org

LICENSEE

County of Riverside
EDA/Real Estate Division
3403 10th Street, Suite 500
Riverside, CA 92501
951-955-4822 (office)
951-955-4837 (fax)
Email: JRForce@rivcoeda.org

25. ATTACHMENTS TO LICENSE (AMLC 17.1 S)

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

I. GENERAL CONDITIONS

II. EXHIBITS

- Exhibit A – Location Map/Site Plan
- Exhibit B – Equipment Technical Data Sheet
- Exhibit C – Service Charges

9/3/2015 8:20:20 AM 9/3/2015 9:32:52 AM 2:28:13 PM 10:12:57 AM
RIVERSIDE COUNTY at Ortega Highway

150534 Attachment B - Redline Version of License.pdf COMM:RIVERSIDE1.doc

2 | //

Exhibit D – BMP Fact Sheets

| [9/3/2015 8:20:20 AM](#) 9/3/2015 9:32:52 AM 2/28/13 PM 10:12:57 AM

RIVERSIDE COUNTY at Ortega Highway

| [150534 Attachment B - Redline Version of License.pdf](#) [COMMENTS RIVERSIDE1.doc](#)

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IN WITNESS WHEREOF, the parties have executed this License as of the day and year first written above.

LICENSEE

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

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: _____
Deputy

By: _____
ROBERT FIELD

Date: _____

Title: Assistant County Executive
Officer, EMA

RECOMMENDED FOR APPROVAL:
SHERIFF-CORONER
REAL PROPERTY SERVICES

Date: _____

By: _____
Senior Real Property Agent

APPROVED AS TO FORM:
PAMELA J. WALLS, County Counsel

By: _____
Patricia Munroe
Deputy County Counsel

COUNTY

~~Ignacio G. Ochoa~~
~~Director of OC Public Works~~
~~Per Resolution 09-011 and Minute~~
~~Order dated February 10, 2009 of the~~
~~Board of Supervisors~~

Date: _____

Comment [JWB1]: Use current Board Approval
Signature Block.