



8 Project No: PM 1239-6-10-1
9 Project Name: State, California Highway Patrol
10 Project Location: Bolero Peak Remote Facility

12 **LICENSE**
13 **(Communications Agreement)**

14 This License Agreement ("License") is made _____, 2010, by and between
15 the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to
16 as "COUNTY") and the STATE OF CALIFORNIA, ACTING BY AND THROUGH THE DIRECTOR
17 OF DEPARTMENT OF GENERAL SERVICES (hereinafter referred to as "LICENSEE") without
18 regard to number or gender. The term "COUNTY" shall mean the Board of Supervisors of the
19 political body that executed this agreement, or its authorized representative.

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

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

26 "Auditor-Controller" means the Auditor-Controller of the County of Orange, or designee, or upon
27 written notice to LICENSEE, such person or entity as shall be designated by the Board of
28 Supervisors.

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

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

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

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

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

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

2 "Sheriff" means the Sheriff 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.

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

6 This License shall become effective ("**Effective Date**") on the date first written above and shall
continue in effect until ten (10) years thereafter or until terminated as provided in Clause 3
8 (TERMINATION) of this License, whichever first occurs. In no event shall the term of this License
surpass the length of term specified in that lease agreement dated May 1, 1979, for the COUNTY's
10 Bolero Peak Communications Facility ("**Facility**") between COUNTY and The Irvine Company
 ("**TIC**") ("**Bolero Peak Lease**").

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

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

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

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

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

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

30 LICENSEE's use of the License Area shall be limited to the operation of certain LICENSEE-owned
32 radio communications equipment ("**Communications Equipment**") described in "**Exhibit B**,"
Description of Equipment, attached hereto and by reference made a part hereof. Throughout the
34 term of this License and at all times, COUNTY shall have the right, at COUNTY's discretion, to
determine the specific location of LICENSEE's Communications Equipment within the License
36 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
38 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
40 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
42 License per the clause entitled TERMINATION above.

44 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
46 licensees at said Facility.

48 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
50 be conducted any public or private nuisance in, on, or from the License Area, nor to commit or

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

4 **6. LICENSE SUBORDINATE TO BOLERO PEAK LEASE WITH THE IRVINE COMPANY (N)**

6 This License shall at all times be subordinate and subject to the provisions and requirements of the certain Bolero Peak Lease, relative to the development, use, operation, and maintenance of the Facility. LICENSEE acknowledges receipt of said Lease and COUNTY shall provide LICENSEE with copies of any subsequent agreements.

10 In the event TIC shall declare default under said Bolero Peak Lease for action or inaction on the part of LICENSEE, COUNTY shall have the right to cure any such default and invoice LICENSEE for COUNTY's cost of said cure. LICENSEE shall reimburse COUNTY for such cost(s) within thirty (30) days after receipt of said invoice.

16 Nothing contained in this License or in any document related hereto shall be construed to imply the conveyance to LICENSEE of rights in the Facility, which exceeds those held by COUNTY pursuant to the Bolero Peak Lease.

20 ~~7. LICENSE FEE (AMLC 6.1 S)~~

22 ~~Commencing upon the Effective Date, LICENSEE agrees to pay COUNTY for the use of the License Area ("License Fee") as follows:~~

Annual Payment Period	License Fee Due
Year 1	\$12,000
Year 2	\$12,600
Year 3	\$13,230
Year 4	\$13,892
Year 5	\$14,586
Year 6	\$15,315
Year 7	\$16,081
Year 8	\$16,885
Year 9	\$17,729
Year 10	\$18,616

26 ~~Year 1 shall commence upon the Effective Date with subsequent years beginning on the anniversary of the Effective Date thereafter. The License Fee shall be payable annually in advance within thirty (30) days after receipt of an invoice provided by COUNTY. LICENSEE shall be provided with said invoice at the commencement of this License and within sixty (60) days prior to the first day of each anniversary of the Effective Date of this License. LICENSEE shall pay the License Fee while this License is in effect, without deduction or offset, in lawful money of the United States. The License Fee shall be due and payable to COUNTY whether or not an actual invoice is sent by COUNTY or received by LICENSEE.~~

34 ~~In the event the obligation to pay the License Fee terminates on a day other than the anniversary date of the Effective Date of the License, said License Fee shall be prorated to reflect the actual period of use on the basis of a 360-day year.~~

38 ~~“7. LICENSE FEE (AMLC 6.1 S)~~

2 Commencing upon the Effective Date, LICENSEE agrees to pay COUNTY for the use of
4 the License Area (“License Fee”) as follows:

6

ANNUAL PAYMENT PERIOD COMMENCING	LICENSE FEE DUE
Year 1 (January 11, 2011)	\$12,000
Year 2 (January 11, 2012)	\$12,600
Year 3 (January 11, 2013)	\$15,200
Year 4 (January 11, 2014)	\$15,960
Year 5 (January 11, 2015)	\$16,758
Year 6 (January 11, 2016)	\$17,595.90
Year 7 (January 11, 2017)	\$18,475.70
Year 8 (January 11, 2018)	\$19,399.48
Year 9 (January 11, 2019)	\$20,369.45
Year 10 (January 11, 2020)	\$21,387.93

8

10 Year one shall commence upon the Effective Date with subsequent years beginning on the
12 anniversary of the Effective Date thereafter. The License Fee shall be payable annually in advance
14 within thirty (3) days after receipt of an invoice provided by the COUNTY. LICENSEE shall be
16 provided with said invoice at the commencement of this License and within sixty (6) days prior to
the first day of each anniversary of the Effective Date of this License. LICENSEE shall pay the
License Fee while this License is in effect, without deduction or offset, in lawful money of the
United States. The License Fee shall be due and payable to COUNTY whether or not an 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 that the anniversary date of
20 the Effective Date of the License, said License Fee shall be prorated to reflect the actual period of
use on the basis of a 365-day year.

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

24 Upon approval by COUNTY of this License, LICENSEE shall pay to COUNTY a processing fee of
26 Two Thousand Five Hundred Dollars (\$2,500) for issuance of this License and an additional Two
28 Thousand Five Hundred Dollars (\$2,500) for each subsequent amendment to this License. Said
processing fee is deemed earned 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.

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

32 All payments pursuant to this License shall be delivered to the County of Orange, Auditor-
34 Controller, P.O. Box 567 (630 North Broadway), Santa Ana, California 92702. COUNTY may
36 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.

2 No payment by LICENSEE or receipt by COUNTY of an amount less than the payment due shall be
4 deemed to be other than on account of the payment due, nor shall any endorsement or statement
6 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
right to recover the balance of said payment or pursue any other remedy in this License.

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

10 LICENSEE hereby acknowledges that the late payment of any sums due hereunder will cause
12 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
14 administrative processing of delinquent notices, increased accounting costs, etc.

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

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

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

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

38 The current rates for service charges shall be in accordance with the service charges ("Service
Charges") set forth in "**Exhibit C**," attached hereto and made a part hereof. Such Service Charges
40 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.

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

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

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

48 In the event LICENSEE desires to change, alter, adjust, relocate, or add to Communications
50 Equipment at the Facility, a written amendment to this License shall first be approved by COUNTY
and executed by both parties hereto. If the COUNTY determines the aggregate radiofrequency

emissions at the Facility are above the acceptable levels per the Federal Communication Commission's Guidelines for Human Exposure to Radiofrequency Emissions ("**Guidelines**"), then the COUNTY shall have the right to require LICENSEE to modify or remove Communications Equipment at LICENSEE's sole cost within sixty (60) days following a written request from COUNTY.

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

14. ACCESS (N)

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

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

15. ANTENNA TOWER REPAIR AND MAINTENANCE (N)

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

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

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

16. OPERATIONS (AMLC 11.1 N)

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

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

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

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

14 **17. MAINTENANCE (N)**

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

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

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

36 **18. INDEMNIFICATION (N)**

38 ~~LICENSEE does hereby agree to indemnify and save COUNTY harmless from any damage~~
40 ~~proximately caused by LICENSEE, or arising out of, or in any way connected with the exercise by~~
42 ~~LICENSEE of any rights herein granted or that may arise from use of the License Area by the~~
44 ~~LICENSEE, to the extent legally permissible by Government Code Section 14662.5 et seq. except~~
46 ~~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.~~

48 ~~If any party to this License is held liable upon any judgment for damages caused to third parties by~~
50 ~~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.~~

18. HOLD HARMLESS INDEMNIFICATION

To the extent permitted by law, COUNTY agrees to defend, indemnify and hold harmless the State of California, DGS and CHP, its officers, agents and employees, from any claims, demands, losses or liabilities for damages and personal injury (including those by third parties) arising out of COUNTY's performance of its obligations or exercise of its rights under this Lease, except to the extent that any such damages or personal injury are the result of the State of California, DGS or CHP's, negligent or willful acts or omissions, or those of any persons acting under or on behalf of the State of California, DGS and CHP.

Likewise, to the extent permitted by law, the State of California, DGS and CHP (as appropriate) agrees to defend, indemnify and hold harmless the COUNTY, its officers, agents, and employees, from any claims, demands, losses, or liabilities for damages and personal injury arising out of the State of California's, or DGS's or CHP's (as appropriate) performance of their obligations or exercise of their rights under this Lease, except to the extent that any such damages or personal injury are the result of the COUNTY's negligent or willful acts or omissions, or those of any persons acting under or on behalf of the COUNTY.

Pursuant to Government Code Sections 895.4 and 895.6, if any party is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring during the performance of this Lease and pays in excess of its pro rata share in satisfaction of such judgment, such party shall be entitled to contribution from the other party to this Lease. The pro rata share of each party shall be determined by a court of competent jurisdiction according to the comparative fault of the respective parties, as between them. Neither party shall request a jury apportionment.

In the event the parties to this Lease are named as codefendants in any litigation by third parties arising out of the rights and obligations of this Lease or indirectly related to this Lease the parties agree to cooperate in such litigation and, to the extent feasible, and where determined to be appropriate, use common legal counsel or authorize or direct tenders of defense under applicable insurance policies.

19. INSURANCE/SELF INSURANCE (AMLC 10.1 N)

Notwithstanding anything in this License which may state or imply anything to the contrary, COUNTY acknowledges and accepts that LICENSEE does not maintain commercial insurance coverage and that self-insurance is acceptable.

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

2 termination under this Clause LICENSEE obtains and provides evidence of the required insurance
4 coverage acceptable to County's Risk Management, this License may be reinstated at the sole
discretion of Sheriff. LICENSEE shall pay COUNTY Four Hundred Fifty (\$450) Dollars for
processing the reinstatement of this License.

6 LICENSEE agrees that LICENSEE shall not operate on the License Area at any time the required
8 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
10 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.
12 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
14 Area until such time as the Sheriff reinstates the License.

16 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
18 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
20 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
22 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
24 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.

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

36 All insurance policies required by this License shall declare any deductible or self-insured retention
(SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be
38 approved by the COUNTY's Risk Manager. LICENSEE shall be responsible for reimbursement of
any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly
40 stated on the certificate of insurance.

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

44 **Qualified Insurer**

46 The policy or policies of insurance must be issued by an insurer licensed to do business in
the state of California (California Admitted Carrier).

48 Minimum insurance company ratings as determined by the most current edition of the **Best's Key**
50 **Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure Best's
Rating) and VIII (Financial Size Category).

2 If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management
4 retains the right to approve or reject carrier after a review of the company's performance and
financial ratings.

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

8 **Coverages**

Minimum Limits

10 Commercial General Liability with broad
12 Form property damage, contractual liability \$1,000,000 combined single limit per
occurrence \$2,000,000 aggregate

14 Automobile Liability including coverage for
16 Owned, non-owned and hired vehicles \$1,000,000 combined single limit per
occurrence

18 Workers' Compensation Statutory

20 Employers' Liability Insurance \$1,000,000 per occurrence

22 Environmental Impairment Liability \$1,000,000 per occurrence

24 All liability insurance required by this License shall be at least \$1,000,000 combined single limit per
26 occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be
\$2,000,000.

28 The County of Orange shall be added as an additional insured on all insurance policies required by
30 this License with respect to work done by the LICENSEE under the terms of this License (except
Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that
the County of Orange is an additional insured shall accompany the certificate of insurance.

32 All insurance policies required by this License shall be primary insurance, and any insurance
34 maintained by the County of Orange shall be excess and non-contributing with insurance provided
36 by these policies. An endorsement evidencing that the LICENSEE's insurance is primary and non-
contributing shall specifically accompany the certificate of insurance for the Commercial General
38 Liability.

40 All insurance policies required by this License shall give the County of Orange no less than thirty
42 (30) days notice in the event of cancellation. This shall be evidenced by an endorsement separate
from the certificate of insurance. In addition, the cancellation clause must include language as
follows, which edits the pre-printed ACORD certificate:

44 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED
46 BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY
WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE
48 CERTIFICATE HOLDER NAMED TO THE LEFT. ~~BUT FAILURE TO MAIL
SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY
50 KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

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

6 The Commercial General Liability policy shall contain a severability of interests clause.

8 The LICENSEE is aware of the provisions of Section 3700 of the California Labor Code, which
requires every employer to be insured against liability for Workers' Compensation or be self-insured
10 in accordance with provisions of that code. The LICENSEE will comply with such provisions and
shall furnish the COUNTY satisfactory evidence that the LICENSEE has secured, for the period of
12 this License, statutory Workers' Compensation insurance and Employers' Liability insurance with
minimum limits of \$1,000,000 per occurrence.

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

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

22 COUNTY shall notify LICENSEE in writing of changes in the insurance requirements. If LICENSEE
24 does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY
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
LICENSEE's liability hereunder or to fulfill the indemnification provisions and requirements of this
30 License.

32 The County of Orange Certificate of Insurance and the Special Endorsement for the County of
Orange can be utilized to verify compliance with the above-mentioned insurance requirements in
34 place of commercial insurance certificates and endorsements.

36 If LICENSEE is self-insured, LICENSEE shall provide COUNTY, before commencement of this
License, a letter of self-insurance verifying its continued self-insurance status.

38 If LICENSEE elects to self-insure for this License, in addition to and without limitation of any other
40 provision of their License, LICENSEE agrees to all of the following:

42 The duty to defend the County of Orange with counsel approved in writing by the COUNTY from
any liability claim or suit to which this License applies, or potential for indemnity under this License,
shall be according to Clause 18, INDEMNIFICATION.

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

46 As required by applicable law, LICENSEE acknowledges and agrees that all improvements or
modifications required to be performed as a condition precedent to the commencement of the term
48 of this License or any such future improvements or modifications performed by LICENSEE at the
request of COUNTY shall be governed by, and performed in accordance with, the provisions of

2 Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Section 1770,
4 et seq.). These provisions are applicable to improvements or modifications costing more than
6 \$1,000.

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

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

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

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

30 **21. BEST MANAGEMENT PRACTICES (AMLC 15.1 S)**

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

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

To assure compliance with the Stormwater Permits and water quality ordinances, the County
Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local
Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs)
that parties using properties within Orange County must adhere to. As used herein, a BMP is
defined as a technique, measure, or structural control that is used for a given set of conditions to

2 manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These
3 BMPs are found within the COUNTY's LIP in the form of Model Maintenance Procedures and BMP
4 Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP
5 shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention
6 and source control techniques to eliminate non-stormwater discharges and minimize the impact of
7 pollutants on stormwater runoff.

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

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

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

26 **22. AUTHORITY (N)**

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

30 **23. NOTICES (AMLC 16.1 S)**

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

38 COUNTY

39 Sheriff-Coroner Department
40 Communications Division
41 840 N. Eckhoff St., Suite 104
42 Orange, CA 92868-1021
43 Attn: Communications Director

44 LICENSEE

45 State of California
46 Department of General Services
47 Real Estate Services Division
48 Lease Management, D 4742-001
49 707 Third Street, 5th Floor

2 And
3 Sheriff/Real Property Services
4 320 N. Flower Street, Suite 108
5 Santa Ana, CA 92703
6 Attn: Senior Real Property Agent
7 Email: rweems@ocsdfinancial.org

West Sacramento, CA 95605
(916) 375-4171 (office)
(916) 375-4173 (fax)
Email: john.whelan@dgs.ca.gov

8 And

9
10 Department of General Services
11 Attn: Office of Chief Information Officer
12 601 Sequoia Pacific Blvd
13 Sacramento, CA 95814-0282
14 (916) 657-9327 (office)
15 (916) 657-9233 (fax)

16 And

17
18 California Highway Patrol
19 Telecommunications Section
20 PO Box 942898
21 Sacramento, CA 94298-0001
22 (916) 843-4200 (office)
23 (916) 843-4281 (fax)

24 **24. ATTACHMENTS TO LICENSE (AMLC 17.1 S)**

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

26 I. GENERAL CONDITIONS

27 II. EXHIBITS

28 Exhibit A – Location Map/Site Plan

29 Exhibit B – Description of Licensee's Communications Equipment

30 Exhibit C – Service Charges

31 Exhibit D – BMP Fact Sheets

32 //

33 //

34 //

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

4 **COUNTY**

LICENSEE

6 **APPROVED AS TO FORM:**

STATE OF CALIFORNIA, ACTING BY
AND THROUGH THE DIRECTOR OF
DEPARTMENT OF GENERAL
SERVICES

10 **County Counsel**

12 By: _____
Deputy

By: _____
Michael P. Butler

14 Date: _____

Title: Assistant Section Chief, Real
Property Services Section

18 **Sheriff-Coroner**

Date: _____

20 By: _____
Senior Real Property Agent

22 Date: _____

24 **SIGNED AND CERTIFIED THAT A COPY
26 OF THIS DOCUMENT HAS BEEN DELIVERED
28 TO THE CHAIR OF THE BOARD OF
SUPERVISORS PER G.C. § 25103,
RESOLUTION 79-1535**

30 **ATTEST:**

32 _____
34 Darlene J. Bloom
36 Clerk of the Board of Supervisors
Orange County, California

40 **COUNTY
COUNTY OF ORANGE**

42
44
46 By: _____
Chair, Board of Supervisors
Orange County, California