

**COUNTY OF SAN DIEGO
LICENSE FOR USE OF COUNTY
FACILITIES AND PROPERTY**

This license agreement ("License") is entered into on 9/16/16 ("Commencement Date") between the County of San Diego, a political subdivision of the State of California ("County"), and the City of San Diego, on behalf of its Fire-Rescue Department, a charter city established under the Constitution of the State of California ("Licensee").

RECITALS

- A. Licensee wishes to use County-owned property ("Premises") described in Section 1 Premises for purposes of providing fire-rescue and emergency medical services (EMS).
- B. County is willing to permit Licensee to use the Premises subject to the terms and conditions contained in this License.

LICENSE

1. Premises. Licensee may use an approximately .3-acre portion of County-owned property located at 17701 San Pasqual Valley Road, Escondido, CA 92025 and further identified as a portion Assessor's Parcel Number (APN) 242-130-26 pursuant to the terms of this License. The property is referred to in this License as the "Premises". The Premises is further described in Exhibit "A" DESCRIPTION OF PREMISES of this License.

2. Term. The term ("Term") of this License shall be five (5) years beginning on the Commencement Date.

3. Use. Licensee may use the Premises for the sole purpose of providing fire-rescue and EMS services. Licensee acknowledges that the rights granted under this License are non-exclusive and that the County utilizes the Premises as a responding fire station.

4. Access. Licensee shall not impede the flow of vehicular traffic on, or restrict public access to or from, the Premises. Licensee shall not interfere with County operations at the Premises. When on the Premises, Licensee and Licensee's guests and invitees shall drive only on established roadways and driveways.

5. License. This License is not a lease, does not create or convey an easement and does not convey any interest or estate in real property to Licensee. Either party may terminate this License upon thirty (30) days prior written notice to the other party.

actual insurance policy, evidencing that the Licensee has obtained for the period of the License Agreement, at its sole expense, insurance in the following forms of coverage and minimum amounts specified from insurance carriers with a Best's Rating of not less than A, VII or a company of equal financial stability approved in writing by County's Risk Management Division.

a. An occurrence policy of Commercial General Liability insurance including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability insuring Licensee against liability for bodily injury, personal injury or property damage arising out of or in connection with the Licensee's performance of work or service under this License Agreement of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. The County of San Diego, its officers, agents, employees, and volunteers shall be added as Additional Insured by separate endorsement to the Licensee's insurance (at least as broad as ISO form CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used).

b. Statutory Workers' Compensation, as required by State of California and Employer's Liability at \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

c. Comprehensive Automobile Liability covering all owned, non-owned and hired vehicles for bodily injury and property damage of not less than \$1,000,000 each accident.

Certificates of insurance provided by Licensee must evidence that the insurer providing the policy will give County written notice of cancellation in accordance with the policy provisions.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Licensee. As a requirement of this License Agreement, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

The County of San Diego shall retain the right to review the coverage, form and amount of insurance required herein and may require Licensee to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required. Licensee shall permit County to inspect any required insurance policy, including endorsements required by these specifications.

Licensee may fulfill some or all of the insurance requirements contained in this License Agreement under a plan of self-insurance. Licensee shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Licensee's (i) net worth, and (ii) reserves for payment of the claims of liability against Licensee are sufficient to adequately compensate for the lack of other insurance coverage required by the Contract. Licensee's utilization of self-insurance shall not in any way limit liabilities assumed by Licensee under the License Agreement.

7. License Fee. City of San Diego, on behalf of its Fire-Rescue Department, shall pay to the County One Dollar (\$1.00) for the Term of the License.

8. Defense and Indemnity. To the fullest extent permitted by law, County shall not be liable for, and Licensee shall defend and indemnify County and its elected officials, officers, agents, employees and volunteers (collectively, "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), that arise out of or are in any way connected to this License or Licensee's use of the Premises arising either directly or indirectly from any act, error, omission or negligence of Licensee or its officers, employees, agents, contractors, licensees, servants, guests or invitees including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Licensee shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that the Claim was caused by the sole active negligence or willful misconduct of County Parties.

9. Maintenance, Clean Up and Repair. Licensee shall conduct its operations in an orderly manner and shall leave the Premises in as clean and good a condition as when Licensee entered the Premises pursuant to this License. If Licensee damages any County property or facilities or incurs excessive clean-up of the Premises, Licensee shall promptly inform the Director and shall promptly reimburse the County for the full costs that County incurs to repair the damage or replace the item.

10. License on Site. Licensee shall have a copy of this License available at all times when Licensee is using the Premises. Licensee shall show a copy of this License to County staff upon request.

11. Compliance with Stormwater Laws. Licensee's use of the Premises is subject to all present or future federal, state and local laws, statutes, regulations, ordinances, policies, guidelines and orders ("Stormwater Laws") regarding the discharge of pollutants into the stormwater conveyance system. Licensee's compliance with Stormwater Laws may include requirements for Licensee to develop, install, implement and maintain pollution prevention measures, source control measures and Best Management Practices ("BMPs"). BMPs can include operational practices, water or pollutant management practices, physical site features, or devices to remove pollutants from stormwater, to affect the flow of stormwater or to infiltrate stormwater to the ground. BMPs applicable to Licensee's use of the Premises may include a requirement that all materials, wastes or equipment with the potential to pollute urban runoff be stored in a manner that either prevents contact with rainfall and stormwater, or contains contaminated runoff for treatment and disposal. Licensee is required to, and shall use, operate, maintain, develop, redevelop and retrofit the Premises, as necessary, in accordance with Stormwater Laws restricting the discharge of non-stormwater at or from the Premises, and Stormwater Laws requiring pollution prevention measures, source control measures, or the installation or use of BMPs. Licensee shall develop, install, implement and/or maintain at

Licensee's sole cost and expense, any BMPs or similar pollution control devices required by Stormwater Laws and any implementing regulations or guidance.

Licensee understands and acknowledges that the Stormwater Laws applicable to Licensee's use of the Premises may be changed from time to time by federal, state and/or local authorities, and that additional requirements may become applicable based on changes in Licensee's activities or development or redevelopment by Licensee or County. Licensee shall conduct stormwater training and perform regular stormwater self-inspections, and maintain records of all stormwater training and self-inspections and provide all necessary documentation to County upon request.

To the extent required by Stormwater Laws, Licensee shall develop, install, implement, and maintain any additional BMPs and/or other pollution control practices at the Premises at Licensee's sole cost and expense. To the extent there is a conflict between any federal, state or local law, Licensee shall comply with the more restrictive provision. If County receives any fine or fines from any regulatory agency as a result of Licensee's failure to comply with Stormwater Laws, Licensee shall reimburse County for the entire amount of the fine(s).

12. Hazardous Substances. Licensee shall be solely responsible for fully complying with all present or future federal, state and local laws, statutes, regulations, ordinances, policies, guidelines and orders of any governmental entity regarding contaminated soils, hazardous materials or environmental clean-up, regardless of whether or not the obligation to comply is an obligation of the land owner. If any hazardous substance spills, leaks or is discharged from any facility on the Premises, Licensee shall immediately make all repairs necessary to prevent further spills, leaks or discharges and shall immediately clean up and promptly dispose of the spilled hazardous substance and any soil contaminated by the spill. If the Licensee fails to make the required repairs, to clean up the spill or to properly dispose of any contaminated soil, County may after written notice to Licensee take all steps County deems necessary to make the necessary repairs, to clean up the spill and to dispose of any contaminated soil. Licensee shall reimburse County for the cost of all repair and cleanup work performed by County. Licensee shall reimburse the County for the cost of any work, plus administrative expenses, within thirty (30) days of receiving a bill for the work from the County. Licensee shall be solely responsible for paying all fines, damages and penalties imposed by any governmental agency regarding the production, storage, distribution, processing, handling, disposing, spilling, leaking or discharging of any hazardous substance.

Licensee shall indemnify, defend, reimburse and hold harmless County, its elected officials, employees, officers and agents from any and all liability, claims, damages or injuries to any person, including injury to the County or any of County's employees, officers, agents, representatives, guests, licensees, invitees, patrons, or of any other person whomsoever, and all expenses of investigating and defending against same, arising from or alleged to have arisen from or in connection with the presence of hazardous substances, toxic materials or hazardous waste upon, about or beneath the Premises or migrating to or from the Premises or arising in any manner whatsoever out of the violation of any governmental regulation pertaining to hazardous substances, toxic materials or hazardous waste which condition exists after the execution of this License.

13. Assignment. Licensee shall not assign or transfer any interest in this License.

14. Notices. Any notice required or permitted to be given pursuant to this License shall be written and shall be effective (a) when personally delivered to the recipient or sent by facsimile transmission; or (b) on the third business day after be sent by the United States Postal Service, postage prepaid and addressed to the party as follows:

If to County: County of San Diego
Department of General Services
Real Estate Services Division
5560 Overland Avenue
Suite 410
San Diego, California 92123

If to Licensee: San Diego Fire-Rescue Department
Attention: Fire Chief
1010 Second Ave., Suite 400
San Diego, CA 92101

14. Entire Agreement. This License constitutes the entire agreement between County and Licensee with respect to the subject matter contained in this License. All other representations, oral or written, are superseded by this License. Neither party is relying on any representation outside of this License. This License may be changed only by written amendment signed by County and Licensee.

15. Interpretation. This License shall be governed by the laws of the State of California. However, the provisions of this License shall be strictly construed against Licensee.

16. Authority to Sign. Licensee represents and warrants that it has full power and authority to execute and fully perform its obligations under this License without the need for any further action, and that the person executing this License on behalf of Licensee is the duly designated agent of Licensee and is authorized to act on behalf of Licensee.

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THE SIGNATURE PAGE IS ON THE FOLLOWING PAGE**

SIGNATURES

County and Licensee have caused this License to be executed by their duly authorized representatives.

"County"

County of San Diego,
a political subdivision of the State of California

By: 
April F. Heinze, P.E., Director,
Department of General Services

"Licensee"

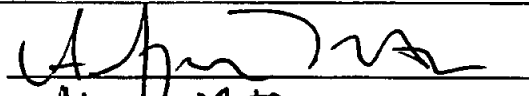
City of San Diego, on behalf of its Fire-Rescue Department,
a charter city established under the Constitution of the State
of California

By: 
Cybele Thompson, Director
Real Estate Assets Department

Planning Department - Environmental Clearance:

This activity is: determined to be exempt from CEQA pursuant to CEQA Section 15301 (Existing Facilities) which allows for the operation, repair, maintenance, permitting, leasing, licensing or minor alterations of existing public or private structures or facilities involving negligible or no expansion of use.

Date: 7/15/16

By: 
Name: Alyssa Muto
Title: Deputy Director, Environment & Policy Planning Dept. Analysis

Approved as to form this 18th day of July, 2016.
Jan I Goldsmith, City Attorney
City of San Diego

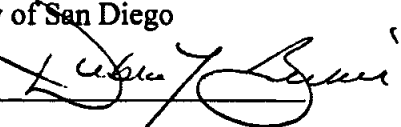
By: 
Debra J. Bevier
Deputy City Attorney

EXHIBIT "A"
DESCRIPTION OF PREMISES

Site Map

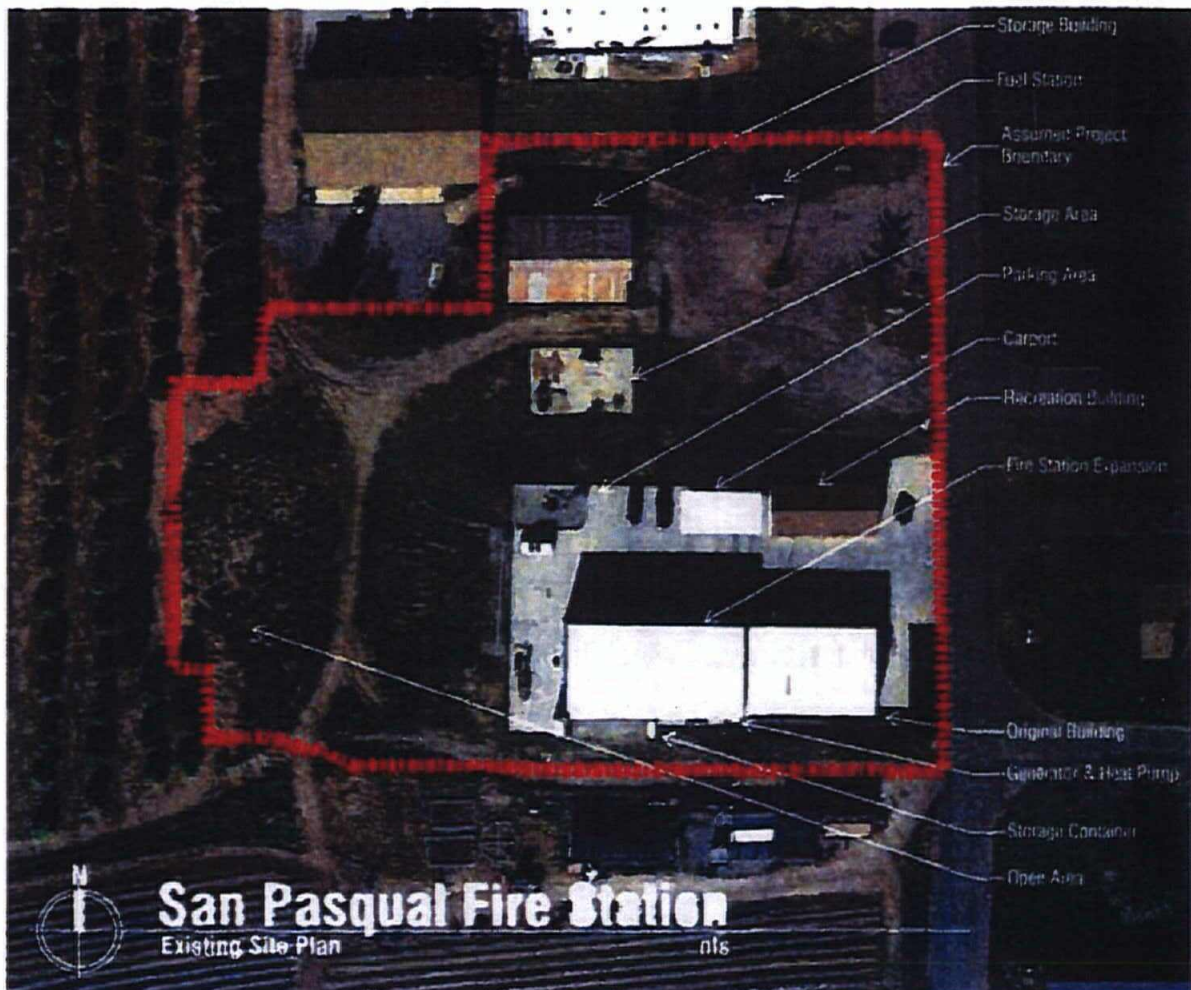


EXHIBIT "A"
DESCRIPTION OF PREMISES

Location Map

