

***Schedule 8.1 – License for Use of County Facilities and
Property***

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

This license agreement (“License”) is entered into on _____ between the County of San Diego, a political subdivision of the State of California (“County”), and Enterprise Services, LLC (“Licensee”).

RECITALS

- A. Licensee wishes to use County-owned property (“Property”) defined in Section 1 Premises for _____.
- B. County is willing to permit Licensee to use the Property subject to the terms and conditions contained in this License.
- C. Unless otherwise set forth herein, all terms in this License shall be as defined in the Information Technology and Telecommunications Service Agreement between the County of San Diego and _____ dated _____, 2016.

LICENSE

- 1. Premises. Licensee may use _____ San Diego, California. The _____ are collectively referred to in this License as the “Premises”, and are further described in Exhibit “A” DESCRIPTION OF PREMISES of this License.
- 2. Term. The term of this License commences on the Effective Date of the Information Technology and Telecommunications Service Agreement between the County of San Diego and _____ dated _____, 2016, and expires the end of the Initial Term and any Renewal Term(s).
- 3. Use. Licensee may use the Premises for the sole purpose of providing the Services. Licensee is not authorized to use the Premises on any other days or at any other times other than the times

Schedule 8.1 — License for Use of County Facilities and Property

stated in Section 2 Term or use any other part of the Premises not described in Exhibit “A”. If the County’s Director, Department of General Services (“Director”) determines that Licensee’s use of the Premises on these days and/or at these times would in any way conflict or be inconsistent with the conduct of County business, the Director may unilaterally change the days and/or times Licensee may use the Premises or may terminate this License immediately without incurring any liability to Licensee.

4. Access. Licensee shall not impede the flow of vehicular traffic on, or restrict public access to or from, the Property. Licensee shall not interfere with County operations at the Property or Premises. When on the Property and 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. County may terminate this License at any time. County may enter the Premises covered by this License at any time.

6. Insurance. Licensee shall comply with the Insurance Requirements set forth in the Information Technology and Telecommunications Service Agreement between the County of San Diego and _____ dated _____, 2016.

7. License Fee. In accordance with the County Board of Supervisors Policy B-29, Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery, the County is receiving full compensation for the license through the Agreement and Contractor’s provision of Services therein.

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

Schedule 8.1 — License for Use of County Facilities and Property

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, Cleanup 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 cleanup 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. Storage. Licensee shall not store or leave any personal property or equipment on or in the Premises without obtaining the prior written consent of the Director of General Services.

11. 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.

12. 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's 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.

Schedule 8.1 — License for Use of County Facilities and Property

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's 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.

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).

13. 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 cleanup, 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. The Licensee shall reimburse the County for the cost of all repair and cleanup work performed by the 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, officers, employees and agents from any and all liability, claims, damages or injuries to any person, including injury to the County or any of County's elected officials, officers, employees, agents, representatives, guests, licensees, invitees, patrons, or of any other person, and all expenses of

Schedule 8.1 — License for Use of County Facilities and Property

investigating and defending against all liability, claims, damages or injuries, 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 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.

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

15. 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 being 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

AND

As required by the notice provisions of the Information Technology and Telecommunications Service Agreement between the County of San Diego and Enterprise Services, LLC dated November 15, 2016.

16. Entire Agreement. This License and any exhibits attached to this License constitutes the entire agreement between County and Licensee with respect to the License Premises. 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.

Schedule 8.1 — License for Use of County Facilities and Property

17. 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.

18. Corporation in Good Standing. If Licensee is a California corporation, Licensee warrants that it is a corporation in good standing and is currently authorized to do business in California.

19. 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.

**THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK
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: _____
Marko Medved PE, CEM Director,
Department of General Services

“Licensee”

By: _____
Max Pinna
Enterprise Services, LLC

EXHIBIT “A”
DESCRIPTION OF PREMISES

END OF SCHEDULE