

<b>LICENSE FOR NONFEDERAL USE OF DEPARTMENT OF THE NAVY REAL PROPERTY</b>  THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND IN THE ATTACHED GENERAL PROVISIONS. BY ITS EXECUTION, THE LICENSEE AGREES TO COMPLY WITH ALL THOSE TERMS, CONDITIONS, AND GENERAL PROVISIONS.		ALL CORRESPONDENCE MUST REFERENCE:  <b>1a. WORK ORDER NO:</b> N/A <b>1b. FILE NO:</b> N/A <b>1c. LICENSE (CONTRACT) NO:</b> N4769219RP19P04	
<b>2. PROPERTY LOCATION</b> <i>(Installation Name and Address)</i>  Former Concord Naval Weapons Station		<b>3. DATES COVERED</b> <b>FROM:</b> 22 February 2019 <b>THROUGH:</b> 21 February 2020 Provided Licensee has delivered the required insurance certificates to the Licensor.	
<b>4. DESCRIPTION OF PREMISES</b> <i>(Room and building numbers where appropriate)</i>  The Licensed Premises, as shown on Exhibit "A," attached hereto and made a part hereof.			
<b>5. PURPOSE AND USE AUTHORIZED</b> <i>(Specific use, times and recurring/part-time basis, and land use controls)</i>  To authorize the Licensee and its Sub-licensees use of the streets, buildings and structures within the Administration Area to conduct public safety training.			
<b>6. LICENSOR</b> UNITED STATES OF AMERICA BY THE SECRETARY OF THE NAVY		<b>6a. NAVY LOCAL REPRESENTATIVE</b> <i>(Name, Title, Address, Telephone, Email)</i> BRAC Program Management Office West 33000 Nixie Way, Bldg 50 Attn: Sofia Loomis San Diego, CA 92147 Email: <a href="mailto:sofia.g.loomis@navy.mil">sofia.g.loomis@navy.mil</a> / (619) 524-5259	
<b>7. LICENSEE</b> <i>(Name, Address, Telephone Email)</i> Contra Costa County, Office of the Sheriff 1980 Muir Road Martinez, CA 94553		<b>7a. LOCAL REPRESENTATIVE OF LICENSEE</b> <i>(Name, Title, Address, Telephone, Email)</i> Karen A. Laws <a href="mailto:karen.laws@pw.cccounty.us">karen.laws@pw.cccounty.us</a> / (925) 957-2456	
<b>8. CASH PAYMENT BY LICENSEE - DUE IN ADVANCE</b>			
<b>a. AMOUNT</b> <i>(Each payment)</i>  NONE	<b>b. FREQUENCY</b> <b>PAYMENTS DUE</b>	<b>c. FIRST DUE DATE</b>	<b>d. SEND PAYMENT TO:</b> <i>(Name and Mailing Address)</i>
<b>9. EXHIBITS:</b> The following are attached and incorporated into this License - A. MAP OF LICENSED PREMISES      C. SPECIAL PROVISIONS      D. BURN SIMUATOR LOCATION & INFORMATION B. GENERAL PROVISIONS                      E. N/A			
<b>10. EXECUTION OF LICENSE</b>			
<b>FOR THE SECRETARY OF THE NAVY</b>	<b>NAME:</b> AMY JO HILL Real Estate Contracting Officer	<b>SIGNATURE:</b>	<b>DATE:</b>
<b>NAME, ADDRESS AND EMAIL OF NAVFAC REAL ESTATE POINT OF CONTACT:</b> Amy Jo Hill, BRAC, 33000 Nixie Way, Bldg 50, San Diego, CA 92147, <a href="mailto:amy.hill@navy.mil">amy.hill@navy.mil</a>			
<b>LICENSEE</b> I represent that I am authorized to bind Licensee	<b>NAME:</b>	<b>SIGNATURE:</b>	<b>DATE:</b>



 - Licensed Premises

FILE NO: N/A

LICENSE (CONTRACT) NO: N4769219RP19P04

**EXHIBIT "B"**

**GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY**

1. USE OF AND ACCESS BY LICENSEE. The Licensor grants to the Licensee the right to use the premises or facilities described in block 4 and Exhibit "A" ("Premises"), together with the necessary rights of ingress and egress authorized by the Installation Commanding Officer. ~~The Licensee and its invitees and contractors agree to absorb all costs, including time and expense, associated with gaining access to the Installation under the RAPIDGATE or similar program. Any parking that accompanies the use of, and any routes of access to and from, the Premises are subject to change at the sole discretion of the Installation Commanding Officer.~~

2. TERM. This License shall be effective for the period stated in block 3 and is revocable at any time without notice at the option and discretion of the Licensor or its authorized representative.

3. USE OF PREMISES. The use of the Premises shall be limited to the purposes specified in block 5, and no other.

4. ASSIGNMENT/TRANSFER OF RIGHTS. This License is neither assignable nor transferable by the Licensee. This license does not grant exclusive use or control of the licensed premises and grants no interest in the real property of the Licensor.

5. UTILITIES AND SERVICES. If utilities and services are furnished to the Premises, the Licensee agrees to reimburse the Licensor for the cost as determined by the Licensor in accordance with applicable statutes and regulations.

Reimbursement for Utilities and Services			
Amount (Each Payment)	Frequency Payments Due	First Due Date	To (Mailing Address)
N/A	N/A	N/A	N/A
Utilities / Services Furnished Are:		<input type="checkbox"/> None	<input type="checkbox"/> HVAC/ Steam Heat
<input type="checkbox"/> Electricity	<input type="checkbox"/> Gas/Oil	<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Garbage/Refuse/Recycling
<input type="checkbox"/> Telephone	<input type="checkbox"/> Internet	<input type="checkbox"/> Other:	

6. PROTECTION AND MAINTENANCE OF PREMISES. The Licensee, at its own cost and expense, shall protect, maintain, and keep the Premises under its control in good order. Licensee is responsible for repairing any damage to the Premises caused by Licensee, or its agents, employees, contractors, guests or invitees.

7. IMPROVEMENTS AND RESTORATION. No additions to, or alterations of, the Premises shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the Premises to the same or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

8. INDEMNIFICATION.

a. The Licensee releases the Licensor and its employees from liability for death or injury to persons at the Premises.

b. The Licensee, to the extent allowed by law, agrees to release and hold the Licensor and its employees harmless from, and to indemnify and defend them against, loss or damage to property caused by or arising from its use of the Premises, regardless of any contributory fault of the Licensor.

c. The Licensee shall indemnify and save harmless the Licensor, its officers, agents, servants and employees from, and defend it and them against, all liability under the Federal Tort Claims Act (28 U.S.C. §§ 2671 and 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from its use of the Premises.

(BRAC) Version: 7 Oct 2015



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d. The Licensee agrees that the Licensor, its officers, agents and employees shall be released from all liability on all suits, claims, actions or demands in any way related to or arising under the Licensee's use of the property. This release includes, but is not limited to, all environmental suits, claims, and enforcement actions, whether arising during the Licensee's construction on or use of the property, or after such use has ended.

9. INSURANCE. The Licensee shall procure and keep continuously in effect during the term of this License the insurance required as follows on terms and conditions satisfactory to the Licensor, with an insurer whose rating is acceptable to the Licensor.

Insurance Required from Licensee (If any or all insurance requirements have been waived, enter "None" as appropriate)			
Type	Amount (Per Occurrence)	Type	Amount (Per State Law)
Commercial General Liability (Occurrence Policy Only)		Worker's Compensation	
Bodily Injury (Single Limit)	\$1,000,000		
Property Damage	\$3,000,000		
Fire/Legal Liability	\$1,000,000		
Deductible	\$1,000,000		
	N/A		

- Licensor shall be named as additional insured.
- The insurer must be authorized to write insurance in the state where the Premises is located.
- Proceeds of policies shall be made payable to "Treasurer of the United States".
- Each policy of insurance covering bodily injuries and third party property damage shall contain an endorsement waiving the insurer's right of subrogation against the United States of America.
- No cancellation, reduction in amount, or material change in coverage shall be effective until at least sixty (60) days after receipt by the Licensor of written notice.
- Notwithstanding the foregoing, any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon thirty (30) days' written notice to the Licensor.
- The Licensee shall provide proof of insurance to the Licensor throughout the term of this License.

The Licensee will not be allowed entry on the Premises until it first delivers a certificate or certificates of required insurance to the Licensor.

10. DAMAGE TO THE PREMISES.

a. In the event of damage, including damage by contamination, to any Government property by the Licensee, its officers, agents, servants, employees, or invitees, the Licensee, at the election of the Licensor, shall promptly repair, replace, or make monetary compensation for the repair or replacement of that property to the satisfaction of the Licensor. That obligation includes any damage discovered from the physical condition and environmental condition inspections notwithstanding the expiration or earlier termination or revocation of this License.

b. In the event that any item or part of the Premises shall require repair, rebuilding or replacement (collectively, "repair") resulting from loss or damage, the risk of which is assumed under this License, the Licensee shall promptly give notice to the Licensor and, to the extent of its liability as provided in this paragraph, shall either compensate the Licensor for any loss or damage within thirty (30) days of receipt of a statement, or repair the lost or damaged item or items of the Premises, as the Licensor may elect. If the cost of repair exceeds the liability of the Licensee for any loss or damage, the Licensee shall effect the repair if required to do so by the Licensor, and the excess of cost shall be reimbursed to the Licensee by the Licensor within thirty (30) days of receipt of a statement provided that appropriations are available for that purpose. In the event the Licensee shall have effected any repair that the Licensee is required to effect, the Licensor shall direct payment to the Licensee of so much of the proceeds of any

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insurance carried by the Licensee and made available to the Licensor on account of loss of or damage to any item or part of the Premises that may be necessary to enable the Licensee to effect the repair. In the event the Licensee shall not have been required to effect the repair, and the insurance proceeds allocable to the loss or damage that has created the need for the repair have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of the proceeds.

11. OFFICIALS NOT TO BENEFIT. No member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise from it; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

12. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that it has not employed any person to solicit or obtain this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Licensor the right to annul this License or in its discretion to recover from the Licensee the amount of that commission, percentage, brokerage or contingent fee in addition to the consideration for this license. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales obtained or made through *bona fide* established commercial or selling agencies maintained by the Licensee for the purpose of acquiring business.

13. NON-DISCRIMINATION. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Non-discrimination shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts for work under this License, except subcontracts for standard commercial supplies or raw materials.

14. APPLICABLE RULES AND REGULATIONS.

a. All activities authorized under this License shall be subject to rules and regulations regarding supervision or otherwise, that may, from time to time, be prescribed by the local representative of the Licensor.

b. Upon request, the Licensee shall submit to the Licensor evidence of compliance with local, state, and Federal environmental laws and regulations.

15. FEDERAL FUNDS. This License does not obligate the Licensor to expend any appropriated funds. Nothing in this License is intended or should be interpreted to require any obligation or expenditure of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

16. STORAGE OF TOXIC OR HAZARDOUS CHEMICALS. Storage, treatment, or disposal of toxic or hazardous materials on the Premises is prohibited except as authorized by the Licensor in accordance with 10 U.S.C. § 2692. Any hazardous materials that the Licensor authorizes the storage, treatment, or disposal of in connection with the use of the Premises shall be identified on a Hazardous Materials List and made a part of this License. Any such approved storage, treatment, or disposal of toxic or hazardous material by Licensee on the Premises shall be strictly limited to that material required or generated in connection with the authorized and compatible use of the Premises and shall be conducted in a manner consistent with the best interest of national defense as determined by the Secretary of the Navy and applicable law and regulations. As and to the extent caused by or attributable to the Licensee, Licensee shall have continued financial and environmental responsibility or liability for any and all direct or indirect consequences of the storage, treatment, or disposal of toxic or hazardous material within the Premises. Licensee will manage, control and dispose of its hazardous waste and hazardous materials in accordance with Federal, state, and local laws. In addition, Licensee shall implement the environmental requirements of applicable facility plans including but not limited to Spill Plans, Emergency Response Plans, and Hazardous Waste Management Plans. In the event the

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Licensor approves the storage, treatment, or disposal of toxic or hazardous materials, the Licensee shall obtain insurance or post a bond in an amount sufficient to cover possible cleanup costs.

17. ~~ENVIRONMENTAL CONDITION OF PREMISES. Exhibit "C", Environmental Condition of Property, sets forth the existing environmental condition of the Premises as represented by a baseline survey conducted by the Licensor.~~

~~Licensee is hereby made aware of the notifications contained in Exhibit "C" and shall comply with all restrictions set forth therein.~~

18. ~~JOINT INSPECTION AND INVENTORY REPORT (NON-ENVIRONMENTAL). A Joint Inspection and Inventory Report (JIIR) has been conducted by representatives of the Licensor and the Licensee documenting the condition of the Premises. The report is attached to this License and made a part hereof as Exhibit "D". The Premises shall be delivered to the Licensee on an "As Is, Where Is" basis, and, as such, Licensor makes no warranty relative to the Premises as to its usability generally or as to its fitness for any particular purpose. Any safety and/or health hazards identified and listed as such in the JIIR shall be corrected at the Licensee's expense prior to use and occupancy of the relevant portion of the Premises. Such safety and/or health hazards shall be limited to those identified in the JIIR. In the event this License is terminated and the parties have not agreed to enter into a new License, or another agreement, Licensee shall return the Premises to the Licensor in the same condition in which it was received, reasonable wear and tear and Acts of God excepted. Licensee may, at its expense and with prior written approval of the Licensor: (a) replace any personal property with personal property of like kind and utility, (b) replace any personal property in a good and workmanlike manner, and (c) dispose of any worn out, obsolete or non-functioning personal property, in accordance with applicable laws and regulations. Licensor shall not unreasonably withhold or delay granting its approval to Licensee's request for such actions.~~

19. ~~ADMINISTRATIVE COSTS. At the termination or expiration of this License, at the Licensor's discretion, Licensee shall be responsible for administrative costs associated with completing a final inspection of the premises and updating the Environmental Condition of Property.~~

20. ~~NOTICES. Correspondence concerning this License shall be provided to both the Local Representative identified in Block 6a. and the Real Estate Contracting Officer identified in Block 10.~~

21. ~~STATEMENT OF COMPLIANCE. Pursuant 10 U.S.C. § 2662:~~

~~a. This license is not subject to the requirements of this section; or,~~

~~b. This license is subject to the requirements of this section and said requirements have been met.~~

22. ~~ADDITIONS, MODIFICATIONS AND DELETIONS. Prior to the execution of this License, the following provisions were added, modified or deleted:~~

Provisions 1, 17, 18, 19 and 21b have been deleted and or modified.

## Special Provisions Exhibit "C"

- a. Licensee understands they have non-exclusive use of the Licensed Premises and must coordinate usage of the Licensed Premises with all other licensed entities. Licensee shall maintain and communicate a monthly training schedule that identifies dates of intended use and access. This schedule shall indicate the type of training involved and estimate number of personnel that will attend the training event.

**Licensee is hereby informed that portions of the road infrastructure are subject to a License with the City of Concord and close coordination with the City to deconflict the research development purpose of the City License is required. By the 1st of every month, the Licensee shall notify each of the following entities of the training schedule anticipated for the next 60 days:**

**Navy Notification POCs:**

Sofia Loomis- (619) 524-5259, sofia.g.loomis@navy.mil

Glen Nelson- (415) 743-4703, (510) 224-0566, glen.nelson.ctr@navy.mil

**MOTCO Notification POCs:**

Glen Nelson- (415) 743-4703, (510) 224-0566, glen.nelson.ctr@navy.mil

**City of Concord Notification POC:**

Pamela Laperchia- (925) 671-3001, Pamela.Laperchia@cityofconcord.org

**Contra Costa County Fire Protection District POC:**

Lewis T. Broschard III- (925) 941-3501, lewis.broschard@cccfd.org

Daniel Guido- (925) 646-4461, dguid001@so.cccounty.us

- b. No overnight occupancy is permitted.
- c. Licensee shall ensure **that the Licensed Premises will be clean of debris and trash at the end of the use of the Licensed Premises**, to the satisfaction of the Government, and will keep the Licensed Premises clean and orderly on a daily basis. Non-compliance with this provision may be the basis for License termination or revocation of future request.
- d. No fueling will be authorized within the Licensed Premises.
- e. Sublicensing is authorized. See Special Provision "z" for Sublicensing requirements.
- f. Licensee will not block the Licenser, its contractors or other Licensees from the Licensed Premises.
- g. Unless specifically authorized in Section 5 of Page 1 of the License, all vehicles traversing the property the Licensee will remain on paved roads on the Licensed Premises.
- h. Government shall have no responsibility for the protection and safeguarding of any personal vehicles or any other personal property brought onto Naval Weapons Station Seal Beach, Detachment Concord, in connection with this License.

- i. Signage, other than directional signs, is prohibited. Directional signs must be freestanding or located on existing poles and must be removed after the conclusion of the License term.
- j. Licensee may not conduct operations that would interfere or otherwise restrict environmental cleanup or restoration actions by the Government, the US EPA, State environmental regulators, or their contractors. In the event of any conflict, environmental cleanup, restoration, or testing activities by these parties shall take priority over Licensee's use of the Licensed Premises.
- k. Government's rights under this License specifically include the right for Government officials to inspect, upon reasonable notice, the Licensed Premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Government is responsible for enforcing them. Such inspections shall not interfere with Licensee's activities unless immediate entry is required for safety or security reasons or in the event of an emergency. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Licensee shall have no claim on account of any entries against the United States or any officer, agent, employee, contractor or subcontractor thereof.
- l. Licensee shall not use groundwater and shall not disturb or cause to be disturbed Government groundwater monitoring wells and equipment. Licensee shall not conduct any subsurface excavation, digging, drilling, or other disturbance of the surface at the Licensed Premises.
- m. Access to Installation Restoration Program sites, Military Munitions Response Program sites, wetlands, archeological sites, areas with archeological potential, areas that support Federally listed endangered/threatened species, areas utilized by other Federal or DoD entities, and areas utilized by other licensees, lessees, or other agreements are prohibited.
- n. In the event that archaeological materials (e.g., shell, wood, bone, or stone artifacts) or human remains are found or suspected during operations, the Licensee shall stop training in the area of the discovery, secure the site, and notify the Government as soon as practicable, but no longer than 24 hours after the discovery. The Licensee shall not proceed with training until the Government has the opportunity to evaluate the find, and the Government gives the Licensee direction to resume training.
- o. Licensee will at all times during the use of this License promptly observe and comply, at its sole cost and expense, with the provisions of all applicable Federal, State, and local laws, regulations, and standards concerning environmental quality and pollution control and abatement. Licensee covenants that it will not generate, use, or store hazardous substances or hazardous waste on the Licensed Premises. Licensee shall promptly notify the Government and supply copies of any notices, reports, correspondence, and submissions made by Licensee to any Federal, State, or local authority, or received by Licensee from said authority, concerning environmental



matters or hazardous substances or hazardous waste on, about, or pertaining to the Licensed Premises.

p. Licensee is prohibited from using the Licensed Premises for the treatment or disposal of toxic or hazardous materials, which includes material of a flammable or pyrotechnic nature. No smoking is permitted within the Licensed Premises.

q. No notice, order, direction, determination, requirement, consent or approval under this License shall be of any affect unless it is in writing and signed by the Parties to this License.

r. Still photography or filming is prohibited unless otherwise requested in writing by the Licensee and permission is authorized in writing by the Government, and only with strict observation of any additional precaution or procedure the Government may specify.

s. Licensee is responsible for ensuring that the buildings are properly secure upon leaving the Licensed Premises each day during the term of the License. Licensee shall be required to pay for the repair or replacement of any structural damage (e.g., windows, walls, doors, floors) to the Licensed Premises caused from the training or vandalism.

t. No hazardous materials or explosives are authorized within the Licensed Premises. No chemicals, pyrotechnics, flame, heat, smoke, paint, etc., will be utilized by the Licensee. All training will be simulated and no chemical hardware devices will be utilized. **LIVE MUNITION TRAINING IS STRICTLY PROHIBITED.**

u. Notification is hereby given that the buildings authorized for use for training purposes at the former Concord Naval Weapons Station may contain asbestos. Your agency's Industrial Hygiene Specialist may coordinate access to verify the presence of friable asbestos. All posted signs stating limited or prohibited access due to asbestos must be followed. Information regarding asbestos is hereby attached as Attachment "A" to these Special Provisions (Fact Sheet July 2003; "What is Asbestos?" – 3 pages) and made part of this License agreement with the Department of the Navy. If you have any questions, please call the CSO (as cited in paragraph a. of these Special Provisions).

v. The Licensed Premises are delivered to the Licensee "AS IS, WHERE IS", and, as such, the Government makes no warranty as to such facilities and property either as to their usability generally or as to their fitness for any particular purpose. At the termination of this License, Licensee shall turn over to the Government the Licensed Premises in the same, or as good a condition in which they were received, reasonable wear and tear excepted.

w. Notice is hereby given that the Government is no longer maintaining the property at the level of an operational Navy base and safety hazards may be present. The Navy has not inspected the building and Licensee assumes any and all risk from its use.

x. LICENSEE ACKNOWLEDGES THAT LICENSEE AND ITS INVITEES ARE ENTERING THE LICENSED PREMISES AT THEIR OWN RISK AND LICENSEE EXPRESSLY INDEMNIFIES AND HOLDS THE LICENSOR HARMLESS FOR ANY DAMAMGE OR HARM TO LICENSEE AND ITS INVITEES RESULTING FROM USE OF THE LICENSED PREMISES. LICENSEE ACKNOWLEDGES THAT IT HAS PROVIDED EACH INVITEE WITH A COMPLETE COPY OF THIS LICENSE AND HAS PERSONALLY ADVISED EACH INVITEE OF THE RISKS ASSOCIATED WITH USE OF THE LICENSED PREMISES, INCLUDING BUT NOT LIMITED TO THOSE RISKS RELATED TO CONTACT WITH UNEXPLODED ORDNANCE. SHOULD THE LICENSEE ENCOUNTER ANY METALLIC OBJECTS, IT SHALL IMMEDIATELY CEASE ALL ACTIVITY AND CONTACT THE CSO POINT OF CONTACT.

y. Law enforcement agencies that use canine units during their training must pick up dog waste and dispose in a proper manner upon leaving the Licensed Premises.

z. Licensee may sublicense to entities without Government approval on the basis that all License terms and conditions will be provided to Sublicensee. Licensee shall be responsible for retaining documentation (sublicense, permits, etc.) related to Sublicensee use. Sublicensees shall be provided a copy of the entire License, including Asbestos fact sheet (Attachment "A").

aa. Licensee acknowledges that planned training events may be cancelled at the request of the Licensor for reasons including but not limited to public events, access requests in support of the Navy environmental program, Navy response actions, etc.

bb. Licensee acknowledges that one building (IA-7) within the Licensed Premises has been Licensed to the City of Concord for use by its sublicensee for storage of vehicles and is hereby excluded from this License and is not a component of the Licensed Premises. Licensee shall not conduct training activities directly adjacent to IA-7 and shall not block or hinder the City of Concord (and its assigns) from entering IA-7.

cc. The failure of Licensor to enforce any provision of this License shall not be construed as waiver of that or any other provision herein.

dd. Licensee shall have the right to self-insure. In the event that Licensee does self-insure, Licensee shall provide written evidence of such self-insurance to Licensor, and shall include the Licensor as additional insured under such self-insurance coverage as described in General Provision 9. If Licensee does not self-insure, then, during the entire term of this Agreement, Licensee shall provide and maintain, in full force and effect at all times, insurance policies meeting the requirements described in General Provision 9, unless otherwise expressed in writing by the Licensor.

ee. In the event of conflict with the General Provisions of the License, the Special Provisions shall prevail and override the General Provisions.

LICENSEE ACKNOWLEDGMENT:

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Date

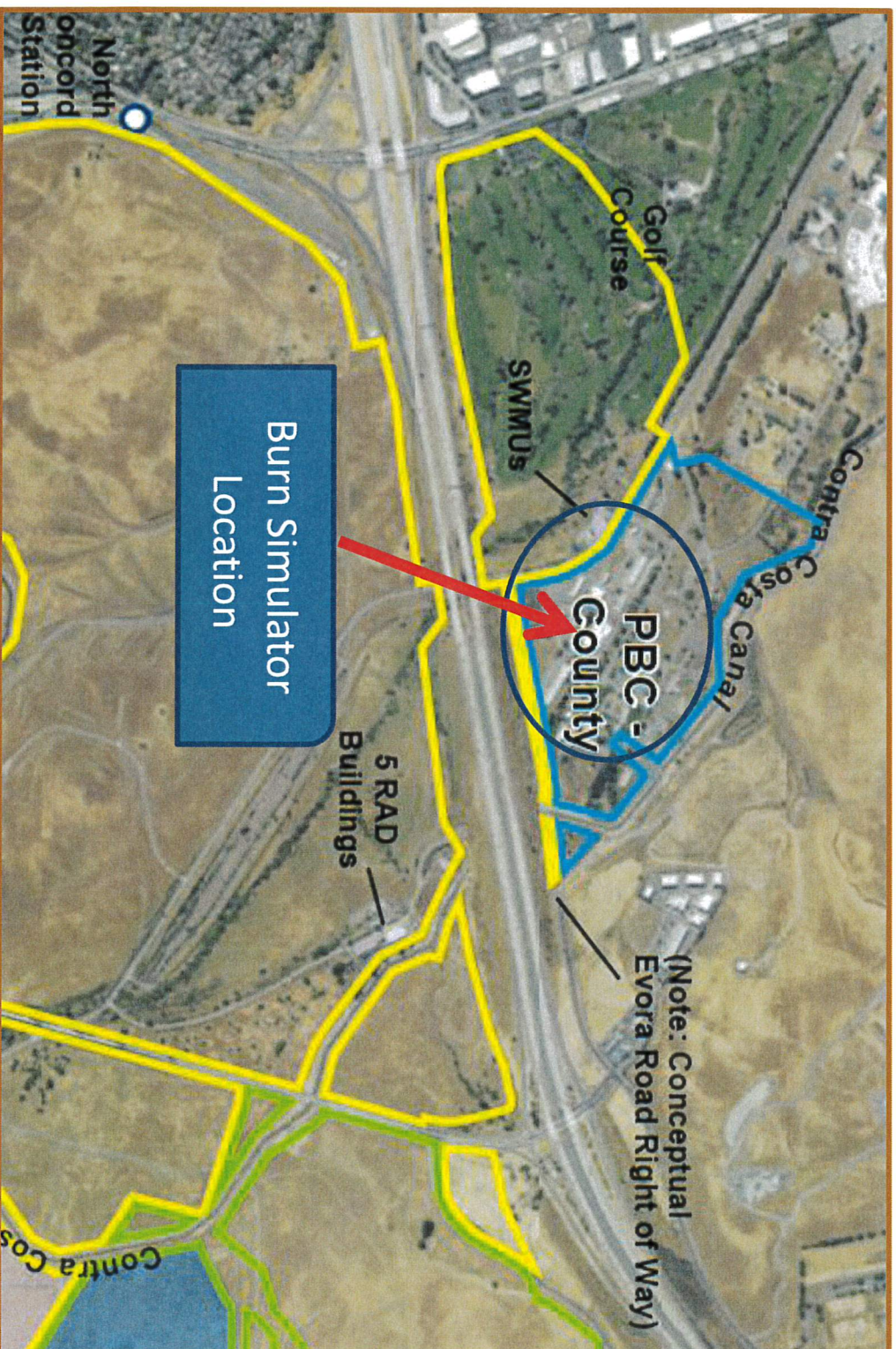


Exhibit D: Burn Simulator





Exhibit D: Burn Simulator

# ATTACHMENT A



**Fact Sheet  
July 2003**

# What is Asbestos?



## *Regulatory Assistance Officers Fact Sheet*

*DTSC is one of six  
Boards and  
Departments within  
the California  
Environmental  
Protection Agency.  
The Department's  
mission is to restore,  
protect and enhance  
the environment,  
to ensure public health,  
environmental  
quality and  
economic vitality,  
by regulating  
hazardous waste,  
conducting and  
overseeing  
cleanups, and  
developing  
and promoting  
pollution prevention.*

*State of California*



*California  
Environmental  
Protection Agency*



Asbestos is a common name for a group of naturally occurring fibrous silicate minerals that are made up of thin but strong durable fibers. These fibers generally vary in size and physical shape. Because of its physical properties, asbestos has been used extensively in construction and many other industries. For example, asbestos is commonly found in a variety of man-made products including insulation, ceiling and floor tiles, roof shingles, cement, automotive brakes and clutches.

## **What Happens to Asbestos When it Enters the Environment?**

Because asbestos is a mineral, asbestos fibers are relatively stable in the environment. Asbestos fibers do not evaporate into air. Asbestos containing material that can be crushed into a powder is termed "friable asbestos." When asbestos containing materials become friable, there is chance that asbestos fibers can become suspended in air. It is under these conditions that airborne asbestos fibers represent the most significant risk to human health.

Asbestos particles do not migrate through soil. Asbestos fibers do not dissolve in water, but under certain conditions, could become water borne and accumulate in steam beds and sediment.

## **Why is Asbestos of Concern?**

Asbestos is a potential health concern because long term, chronic inhalation exposure to high levels of asbestos can cause lung diseases such as asbestosis, mesothelioma, and/or lung cancer.

Asbestosis is a scarring of the lungs due to lodging of asbestos particles in the small air pathways of the lungs. Blood flow to the lungs may also be decreased and this may cause enlargement of the heart.

Asbestos exposure may also increase chances of getting two other types of lung disease: cancer of the lung tissue itself and mesothelioma, a rare and deadly form of lung cancer that occurs in the lining of the chest and abdomen.

It is important to note that information on health effects related to asbestos exposure most commonly come from studies of people who have had long term exposures to relatively high levels of asbestos in the workplace.



## How High is the Risk of Developing an Asbestos Related Disease?

The presence of asbestos or asbestos containing material does not always lead to an exposure. You can be exposed to a substance only when you come in contact with it through inhalation, skin contact eating or drinking it.

You are most likely to be exposed to asbestos by inhaling asbestos fibers which have become suspended in air. These fibers are typically generated through wearing down of naturally occurring asbestos and/or man-made materials containing asbestos.

Very low levels of asbestos are not likely to be harmful to your health, and low levels can be detected in almost any air sample. These are generally called "background" levels.

Even if you are exposed to a substance such as asbestos, many factors will determine whether harmful health impacts will occur, the type of health impact and/or the severity of any such impacts. These factors include the dose (how much), the duration of exposure (how long), the route or pathway by which you may have been exposed (breathing, eating, drinking and/or skin contact), other chemicals to which you might have been exposed, and individual characteristics such as general health, age, gender, nutritional status, family health factors, lifestyle, etc. The likelihood of you as an individual developing an asbestos-related disease depends on the amount of asbestos to which you might be exposed, the number of times that exposure occurs and the length of time that you are exposed.

Asbestos-related illnesses are most typically found in the cases of long term exposure to asbestos in the workplace.

## How is the Risk of Developing an Asbestos-Related Illness Measured?

Scientists have developed a method known as the "acceptable risk" model for describing the risks associated with environmental contaminants such as asbestos.

The scientific community has decided that society will consider anything less than a one chance in a million of getting cancer from asbestos or other contaminants as an "acceptable risk".

Stated another way, as soon as the "one in a million" risk level is exceeded, measures must be taken to reduce such risks back to below the one in a million risk level. In practice, scientists perform a series of calculations to determine what measures are necessary to reduce asbestos concentrations in order to assure that the one in a million "acceptable risk" level is not exceeded.

## Regulating Asbestos

For a more detailed discussion of asbestos management requirements, see the companion fact sheet "Managing Asbestos Waste." Asbestos that may be crumbled by hand pressure is termed "friable" asbestos. "Friable" asbestos is considered hazardous because asbestos fibers may be easily released into the air.

Generally, during construction and/or asbestos abatement activities, the determination as to whether or not a sample of asbestos containing material is "friable" is generally made in the field by a certified expert.

Several different Federal, state and local agencies regulate asbestos. Generally, worker exposure is regulated by the Federal Occupational Safety and Health Administration and its California State counterpart Cal/OSHA.

Atmospheric emissions of asbestos are regulated under the Federal National Emission Standard for Hazardous Air Pollutants, which is enforced locally by your local Air Pollution Control District.

On the waste disposal side, jurisdiction over asbestos containing wastes is more complex. A key factor governing regulation of asbestos waste disposal is whether or not the asbestos is in a "friable" form (i.e. can be reduced to a powder or dust under hand pressure when dry).

Wastes that contain only non-friable asbestos are not subject to management as a hazardous waste under state hazardous waste laws, regardless of their asbestos content; however, they are still regulated under air quality management regulations. Additional crushing, drilling, sawing or handling by other methods that release asbestos fibers can cause non-friable waste to become friable as well as trigger OSHA and Air District requirements.

The Department of Toxic Substances Control (DTSC) has classified friable, finely and powdered wastes containing more than one percent (1.0%) asbestos as a hazardous waste, and specifies special procedures for the handling and disposal of such wastes. These special procedures cover packaging, labeling and manifesting of such wastes. In addition, asbestos containing wastes totaling more than 50 pounds must be transported by a registered hazardous waste hauler to a permitted hazardous waste disposal facility.

## **USEFUL CONTACT INFORMATION**

### **DTSC Regulatory Assistance Officers**

For further information about asbestos waste management contact DTSC Regulatory Officers at (800) 728-6942, or contact them via the DTSC website <http://www.dtsc.ca.gov>, click on Contact Us and follow the "Regulatory Assistance Officers" link to the page listing each of the Regulatory Assistance Officers' [email](#) addresses.

DTSC Regulatory Assistance Officers provide informal guidance only regarding management of hazardous waste for the convenience of the public. Such advice is not binding upon DTSC, nor does it have the force of law. If you would like a formal opinion on a matter by DTSC, please contact the responsible program office directly. You should also refer to the statutes and regulations, DTSC Policies and Procedures, and other formal documents.

If you believe that you have received incorrect information from a Regulatory Assistance Officers, please contact Carol Northrup, at (916) 445-3077.

### **Cal/EPA Customer Satisfaction Survey**

We encourage you to complete a Cal/EPA Customer Satisfaction survey <http://www.calepa.ca.gov/ContactUs/> so that we may improve our Regulatory Assistance Officers.

# NON-FEDERAL SUBLICENSE



**SUBLICENSE AGREEMENT FOR USE OF THE NAVAL WEAPONS STATION FOR  
TRAINING PURPOSES**

This Sublicense Agreement between the County of Contra Costa, a political subdivision of the State of California ("**County**") and \_\_\_\_\_ ("**Agency**") is entered into as of \_\_\_\_\_ ("Effective Date")

**RECITALS**

- A. The United States of America, through the Secretary of the Navy, and the County have entered into a License Agreement ("License Agreement") that authorizes the County to use certain streets, buildings, and structures located within the inland area of the former Naval Weapons Station Seal Beach Detachment Concord ("Naval Weapons Station") to conduct public safety training. A true and correct copy of the License Agreement is attached as Exhibit 1.
- B. Section (z) of Exhibit C to the License Agreement authorizes the County to sublicense its use of the Naval Weapons Station to other public agencies to allow them to conduct public safety training.
- C. Agency desires to conduct public safety training at the Naval Weapons Station.

NOW, THEREFORE, the parties, for good and valuable consideration, the sufficiency of which is acknowledged, agree as follows:

- 1. Right of Entry and Use. Subject to the terms and conditions of the License and the terms and conditions of this Sublicense, County hereby grants Agency, its officers, employees, and agents, permission to enter and use the portion of the Naval Weapons Station shown on Exhibit A to the License Agreement and marked as the Licensed Premises (the "Premises") for the purpose of conducting public safety training (such permission, the "Sublicense") Use of any other portions of the Naval Weapons Station is forbidden. Agency may not enter the Premises without the prior written permission of County.
- 2. Indemnity. In consideration for the Sublicense, Agency shall indemnify, defend, save, protect and hold County harmless from all claims, cost, loss, liability, expense, damage (including consequential damages) or other injury, claim, action or proceeding, including without limitation, attorneys' fees and expenses, to the fullest extent not prohibited by applicable law, arising out of or connected with Agency's use of the Premises and all activities taken pursuant to this Sublicense. This paragraph shall survive the termination or expiration of this Sublicense.
- 3. Assumption of Risk and Release. For purposes of the activities to be conducted on the Premises by Agency, on behalf of itself, its officers, employees, agents, and invitees, Agency enters onto the Premises at its own risk and in the Premises' presently existing condition "AS IS" with all faults. County has no obligation to improve, alter, secure or make safe the Premises for purposes of all



activities taken pursuant to this Sublicense or to correct any hazardous unsafe or other conditions existing on any portion of the Premises. County has no liability or obligation to Agency for any injury to persons or damage to property arising out of or in connection with Agency's use of the Premises under this Sublicense.

Agency acknowledges receipt of a complete copy of the License Agreement, including Attachment A to the License Agreement (the Asbestos fact sheet), and acknowledges that it has been advised of the risks associated with its use of the Premises, including those risks related to contact with unexploded ordnance.

Agency hereby releases and discharges County and its employees, agents, attorneys, officers, divisions, related agencies and entities, affiliates, successors, and assigns, from any and all claims, demands, causes of action, obligations, damages and liabilities, which Agency now have or could assert in any manner related to or arising from the condition of the Premises or Agency's entry onto the Premises. Agency knowingly waives the right to make any claim against County for such damages and expressly waives all rights provided by section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

4. Term and Termination.

- 4.1 Duration. This Sublicense and the rights granted hereunder shall be coterminous with that of the License unless sooner terminated as provided herein.
- 4.2 Termination. Either party may terminate this Sublicense for any reason upon 30 days prior written notice.
- 4.3 Obligations Upon Termination. Immediately upon termination of this Sublicense for any reason, Sublicensee shall completely cease participating in any public safety training at the Naval Weapon Station.

5. Non-transferable. This Sublicense may not be transferred or assigned.

6. Insurance. Agency agrees to provide County with a certificate of self-insurance showing liability coverage of the types and in the amounts set forth in the License Agreement, covering Agency's use of the Premises and naming County, its officers, employees and agents as additional insureds. Evidence of this insurance is to be provided at the time this Sublicense is executed.

7. Notices. All notices (including requests, demands, approvals, or other communications) under this Sublicense shall be directed to the following addresses and telephone numbers:

County: **Contra Costa County Sheriff's Office**  
**651 Pine Street, 7<sup>th</sup> Floor**  
**Martinez, CA 94553**

Agency:

8. Property Rights. This Sublicense does not represent or give Agency any right or interest of title in or to the Premises, but only represents a temporary right to use the Premises as described herein.

**AGENCY**

**CONTRA COSTA COUNTY**

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

# FEDERAL SUBLICENSE

**SUBLICENSE AGREEMENT FOR THE USE OF THE NAVAL WEAPONS STATION FOR  
TRAINING PURPOSES**

This Sublicense Agreement between the County of Contra Costa, a political subdivision of the State of California ("County") and the \_\_\_\_\_ ("Agency") is dated \_\_\_\_\_, 201\_\_\_\_ ("Effective Date").

**RECITALS**

- A. The United States of America, through the Secretary of the Navy, and the County have entered into a License Agreement ("License Agreement") that authorizes the County to use certain streets, buildings, and structures located within the inland area of the former Naval Weapons Station Seal Beach Detachment Concord ("Naval Weapons Station") to conduct public safety training. A true and correct copy of the License Agreement is attached as Exhibit 1.
- B. Section (z) of Exhibit C to the License Agreement authorizes the County to sublicense its use of the Naval Weapons Station to other public agencies to allow them to conduct public safety training.
- C. Agency desires to conduct public safety training at the Naval Weapons Station.

The parties therefore agree as follows:

**AGREEMENT**

- 1. Right of Entry and Use. Subject to the terms and conditions of the License and the terms and conditions of this Sublicense, County hereby grants Agency, its officers, employees, and agents, permission to enter and use the portion of the Naval Weapons Station shown on Exhibit A to the License Agreement and marked as the Licensed Premises (the "Premises") for the purpose of conducting public safety training (such permission, the "Sublicense"). Use of any other portions of the Naval Weapons Station is forbidden. Agency may not enter the Premises without the prior written permission of County. Agency is responsible for repairing any damage to the Premises caused by Agency, or its agents or employees.
- 2. Acknowledgements. Agency acknowledges that it has received a copy of the License Agreement. In connection with its use of the Premises and except as otherwise stated in this Sublicense, Agency shall comply with County's obligations under the License Agreement, including the Special Provisions set forth in Exhibit C to the License Agreement. Because Agency is a federal agency, Paragraph 8 (Indemnification) and Paragraph 9 (Insurance) of the License Agreement do not apply to Agency.

3. Insurance. Agency, as an agency of the United States Government, is self-insured and will, pursuant to the terms and conditions of the Federal Tort Claims Act (Title 28, United States Code, Sections 1346(b) and 2671080), assume financial responsibility for any claims for personal or property damage, including death, caused by the negligent or wrongful acts of Agency's employees in the scope of their employment in connection with this Sublicense.

In the event an Agency employee conducting official business during use of the Premises is injured, Agency agrees to process and forward any claims for employee compensation to the United States Department of Labor ("USDOL") pursuant to the Federal Workers' Compensation Statutes (Title 5, United States Code, Section 8101 et seq.) and pertinent regulations promulgated by the USDOL.

4. Assumption of Risk and Release. For purposes of the activities to be conducted on the Premises by Agency, on behalf of itself, its officers, employees, agents, and invitees, Agency enters onto the Premises at its own risk and in the Premises' presently existing condition "AS IS," with all faults. County has no obligation to improve, alter, secure or make safe the Premises for purposes of any activities taken pursuant to this Sublicense or to correct any hazardous, unsafe or other conditions existing on any portion of the Premises. County has no liability or obligation to Agency for any injury to persons or damage to property arising out of or in connection with Agency's use of the Premises under this Sublicense.

Agency acknowledges receipt of the License Agreement, including Attachment A to the License Agreement (the Asbestos fact sheet), and acknowledges that it has been advised of the risks associated with its use of the Premises, including those risks related to contact with unexploded ordnance.

Agency hereby releases and discharges County and its employees, agents, attorneys, officers, divisions, related agencies and entities, affiliates, successors and assigns, from any and all claims, demands, causes of action, obligations, damages and liabilities, which Agency now has or could assert in any manner related to or arising from the condition of the Premises or Agency's entry onto the Premises. Agency knowingly waives the right to make any claim against County for such damages and expressly waives all rights provided by section 1542 of the California Civil Code, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO  
EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING  
THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST  
HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT  
WITH THE DEBTOR.**



This release shall survive the termination or expiration of this Sublicense.

5. Term and Termination.

5.1 Duration. This Sublicense and the rights granted hereunder shall be coterminous with that of the License unless sooner terminated as provided herein.

5.2 Termination. Either party may terminate this Sublicense for any reason upon thirty (30) days prior written notice.

5.3 Obligations Upon Termination. Immediately upon termination of this Sublicense for any reason, Agency shall completely cease participating in any public safety training at the Premises.

6. Non-transferable. This Sublicense may not be transferred or assigned.

7. Notices. All notices (including requests, demands, approvals or other communications) under this Sublicense shall be directed to the following persons at the following addresses and telephone numbers:

County:

Contra Costa County  
Office of the Sheriff  
1980 Muir Road  
Martinez, CA 94553  
(925) 646-4461

Agency:

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8. Property Rights. This Sublicense does not represent or give Agency any right or interest of title in or to the Premises, but only represents a temporary right to use the Premises as described herein.

County

Agency

County of Contra Costa, a  
Political subdivision of the State of  
California

By: \_\_\_\_\_

By: \_\_\_\_\_