

LICENSE AGREEMENT

LICENSE FOR NONFEDERAL USE OF DEPARTMENT OF THE NAVY REAL PROPERTY 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: 1a. WORK ORDER NO: N/A 1b. FILE NO: N/A 1c. LICENSE (CONTRACT) NO: N4769217RP17P06							
2. PROPERTY LOCATION <i>(Installation Name and Address)</i> FORMER Naval Weapons Station Seal Beach Detachment Concord Concord, California		3. DATES COVERED FROM: 16 December 2016 THROUGH: 15 December 2017 Provided Licensee has delivered the required insurance certificates to the Licensor.							
4. DESCRIPTION OF PREMISES <i>(Room and building numbers where appropriate)</i> The Licensed Premises, as shown on Exhibit "A," attached hereto and made a part hereof.									
5. PURPOSE AND USE AUTHORIZED <i>(Specific use, times and recurring/part-time basis, and land use controls)</i> To authorize the Licensee and its Sub licensees to use the streets, buildings and structures within the Administration Area to conduct public safety training.									
6. LICENSOR UNITED STATES OF AMERICA BY THE SECRETARY OF THE NAVY		6a. NAVY LOCAL REPRESENTATIVE <i>(Name, Title, Address, Telephone, Email)</i> BRAC Program Management Office West 33000 Nixie Way, Bldg 50 Attn: Amy Jo Hill San Diego, CA 92147 Email: amy.hill@navy.mil / (619) 524-1680							
7. LICENSEE <i>(Name, Address, Telephone Email)</i> Contra Costa County, Office of the Sheriff 1980 Muir Road Martinez, CA 94553		7a. LOCAL REPRESENTATIVE OF LICENSEE <i>(Name, Title, Address, Telephone, Email)</i> CAPT Roxanne Gruenheld RGrue@so.cccounty.us / (925) 313-9610							
8. CASH PAYMENT BY LICENSEE - DUE IN ADVANCE									
a. AMOUNT <i>(Each payment)</i> NONE	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. SEND PAYMENT TO: <i>(Name and Mailing Address)</i>						
9. EXHIBITS: The following are attached and incorporated into this License - <table border="0"> <tr> <td>A. MAP OF LICENSED PREMISES</td> <td>C. N/A</td> <td>D. N/A</td> </tr> <tr> <td>B. GENERAL PROVISIONS</td> <td colspan="2">E. SPECIAL PROVISIONS</td> </tr> </table>				A. MAP OF LICENSED PREMISES	C. N/A	D. N/A	B. GENERAL PROVISIONS	E. SPECIAL PROVISIONS	
A. MAP OF LICENSED PREMISES	C. N/A	D. N/A							
B. GENERAL PROVISIONS	E. SPECIAL PROVISIONS								
10. EXECUTION OF LICENSE									
FOR THE SECRETARY OF THE NAVY	NAME: AMY JO HILL Real Estate Contracting Officer	SIGNATURE:	DATE:						
NAME, ADDRESS AND EMAIL OF NAVFAC REAL ESTATE POINT OF CONTACT:									
LICENSEE I represent that I am authorized to bind Licensee	NAME: CAPT Roxanne Gruenheld Emergency Services Division	SIGNATURE:	DATE:						



 - Licensed Premises

FILE NO: N/A

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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"/> Electricity	<input type="checkbox"/> Gas/Oil	<input type="checkbox"/> None	<input type="checkbox"/> HVAC/ Steam Heat
<input type="checkbox"/> Telephone	<input type="checkbox"/> Internet	<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Garbage/Refuse/Recycling
		<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 Licensors, 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 Licensors, with an insurer whose rating is acceptable to the Licensors.

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)	\$1,000,000	Worker's Compensation	
Bodily Injury (Single Limit)	\$3,000,000		
Property Damage	\$1,000,000		
Fire/Legal Liability	\$1,000,000		
Deductible	N/A		

- Licensors 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 Licensors 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 Licensors.
- The Licensee shall provide proof of insurance to the Licensors 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 Licensors.

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 Licensors, shall promptly repair, replace, or make monetary compensation for the repair or replacement of that property to the satisfaction of the Licensors. 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 Licensors and, to the extent of its liability as provided in this paragraph, shall either compensate the Licensors 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 Licensors 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 Licensors, and the excess of cost shall be reimbursed to the Licensee by the Licensors 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 Licensors 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 Licensors 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 Licensors 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 Licensors 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 Licensors 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 Licensors.

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

15. FEDERAL FUNDS. This License does not obligate the Licensors 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 Licensors in accordance with 10 U.S.C. § 2692. Any hazardous materials that the Licensors 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 "E"

- a. 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

- 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 "y" 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.

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.

n. 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.

o. 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.

p. 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.

q. 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.

r. 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.

s. 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.**

t. 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).

u. 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.

v. 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.

w. **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.**

x. 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.

y. 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").

z. 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.

aa. **Fire Training Equipment (Hazardous Substance Exclusion)** Licensee shall be authorized to use its personal equipment (fire box training simulator) on the Licensed Premises on the basis that Licensee shall have obtained any and all necessary approvals to comply with local, state, and federal air emission regulations. Licensee shall retain a copy of all BAAQMD approvals granted in connection with its use of the premises. Licensee shall provide copies to the Licensor upon request.

bb. In order to alleviate public concerns of an actual fire, Licensee shall operate equipment away from City of Concord Golf Course and as far away from Highway 4 as possible.

cc. In order to assist the City of Concord in handling concerned resident phone calls, LICENSEE SHALL PROVIDE NO LESS THAN 48 HOUR NOTICE TO THE CITY OF CONCORD POC WHEN LICENSEE INTENDS TO USE FIRE TRAINING EQUIPMENT.

dd. 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.

NON-FEDERAL SUBLICENSE

**SUBLICENSE AGREEMENT FOR USE OF 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 (y) of Exhibit E of 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 Premises 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.

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

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 persons at the following addresses and telephone numbers:

County:

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

By: _____

Name: _____

Title: _____

CONTRA COSTA COUNTY

By: _____

Name: _____

Title: _____

FEDERAL SUBLICENSE

SUBLICENSE AGREEMENT

NAVAL WEAPONS STATION

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 (y) of Exhibit E 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 E 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 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:

[Remainder of Page Intentionally Left Blank]

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

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

Agency

By: _____

By: _____



CONTRA COSTA COUNTY OFFICE OF THE SHERIFF
DAVID O. LIVINGSTON
SHERIFF - CORONER

Dear MOTCO Sublicensee,

This document is to inform you that MOTCO buildings may have been constructed with asbestos-containing material (ACM). Below is information adapted from Contra Costa County Risk Management's Annual Asbestos Notification. It includes information about asbestos, safety procedures, and precautions to protect you and your personnel from exposure.

WHAT IS ASBESTOS?

Asbestos is a naturally occurring mineral composed of long thin fibrous crystals. It was commonly used in many building materials prior to 1979 because of its insulation, sound absorbent and fire retardant qualities. There are two main categories of asbestos fibers – "friable" and "non-friable."

Friable ACM is any material that contains more than one percent asbestos by weight or area, depending on whether it is a bulk or sheet material and can be crumbled, pulverized, or reduced to powder by the pressure of an ordinary human hand. Friable ACM is commonly found in insulation material around water heaters, pipes, ceilings, I-beams, and attics.

Non-friable ACM is any material that contains more than one percent asbestos, but cannot be pulverized under hand pressure. Asbestos is rarely used alone, and is often safe when bonded to other materials with bonding agents. Non-friable asbestos is commonly found in floor tiles, baseboards, mastic, ceiling tiles, plaster, roofs, and other building materials.

When asbestos is intact, the material does not cause harm. ACM may become unsafe when it is disturbed. For your safety, it is important to follow the safety procedures below:

1. Avoid moving, drilling, cutting, abrading, or otherwise disturbing ACM.
2. If suspected asbestos has been disturbed, do not panic. Do NOT attempt to clean up known or suspected asbestos debris by yourself.
3. IMMEDIATELY notify the Office of the Sheriff, Office of Emergency Services directly at (925) 646-4461 during business hours, or via Sheriff's Dispatch at (925) 646-2441 after hours.
4. Section off and isolate affected areas. Relocate employees to work in an alternate area.

WHAT ARE THE HEALTH RISKS?

In 1987, the Environmental Protection Agency (EPA) studied the airborne asbestos levels in Federal government buildings and compared them to outdoor levels. Asbestos levels in these buildings were low and essentially the same as the asbestos levels outside the buildings. The EPA reported that office buildings have much lower asbestos levels than industrial settings. Disease is very unlikely to result from a single, high-level exposure, or from a short period of exposure to lower levels.

Federal OSHA reports that employees involved in demolition and renovation activities had the highest asbestos exposures and risks. Diseases caused by asbestos include asbestosis (scarring of the lungs), lung cancer, mesothelioma (cancer of the lining of the lungs or abdomen), and other specific types of cancer.

OSHA requires persons working with asbestos to attend extensive safety training, use proper work practices to contain asbestos fibers, and wear appropriate personal protective equipment.

ASBESTOS HANDLING RESTRICTIONS

Construction activities involving asbestos are highly regulated. Only trained personnel can perform repairs, maintenance, renovation, and/or other construction activity in buildings with asbestos-containing material.

ASBESTOS INFORMATION ACKNOWLEDGEMENT

Please have all personnel who plan to train on the MOTCO site review this document and sign the attached Acknowledgement Form (use multiple copies of the form if necessary). Return the signed form(s) to the Office of the Sheriff, Office of Emergency Services, 50 Glacier Drive, Martinez, CA 94553. Your organization is required to renew the signed acknowledgement each year.

If you have further questions about this notification, please call the Office of the Sheriff, Office of Emergency Services at (925) 646-4461.



Asbestos Awareness

“Asbestos” is a term that refers to a group of six naturally occurring minerals. Those used most are:

- **Chrysotile** (white/gray) is the most common. Long curly fibers; native to the US and Canada.
- **Amosite** (brown/off white/reddish brown) straight fibers; native to South Africa.
- **Crocidolite** (blue) The fibrous form of Reibeckite; Straight fibers; relatively rare in US.

Asbestos Containing Material (ACM) means any material containing more than 1% asbestos.

Presumed Asbestos Containing Material (PACM) means thermal system insulation and surfacing material in buildings constructed before 1979. These materials may not have been tested, but due to their age and use, they are presumed to contain asbestos.

- **Thermal System Insulation (TSI)** means ACM applied to pipes, fittings, boilers, tanks, ducts or other structural components to prevent heat loss or gain.
- **Surfacing material** means material that is sprayed, troweled-on or otherwise applied to surfaces (for acoustical, fireproofing, and other purposes).

Asbestos Properties: Fiber Size and Durability

- All asbestos types tend to break into tiny fibers.
- Individual fibers are so small that they must be identified under a microscope. Some fiber pieces are up to 700 times smaller than a human hair.
- Because asbestos fibers are so small, once released into the air, they may stay suspended there for hours or even days.
- Asbestos fibers are virtually indestructible, resistant to chemicals, heat, and stable in the environment. They do not evaporate into air or dissolve in water, and they are not broken down

“Friable” means that the asbestos can be easily crumbled by hand, releasing fibers into the air. Sprayed on asbestos insulation is highly friable, floor tile is not. Is considered more hazardous than the non-friable type.

- *Sprayed-on acoustic treatments and fireproofing, plasters, paints;*
- *Wall and ceiling insulation*
- *Pipes and boilers*

“Non-Friable” asbestos is asbestos that is more durable because it is held together by a binder such as cement, vinyl, or asphalt. These materials will not release fibers if they are not disturbed or damaged.

- *Asbestos cement*
- *Acoustical plaster and ceiling tiles*
- *Vinyl asbestos product—floor tiles*
- *Roofing felts*
- *Drywall joint-filling compounds*
- *Coatings and mastics*

Asbestos Exposure Health Effects

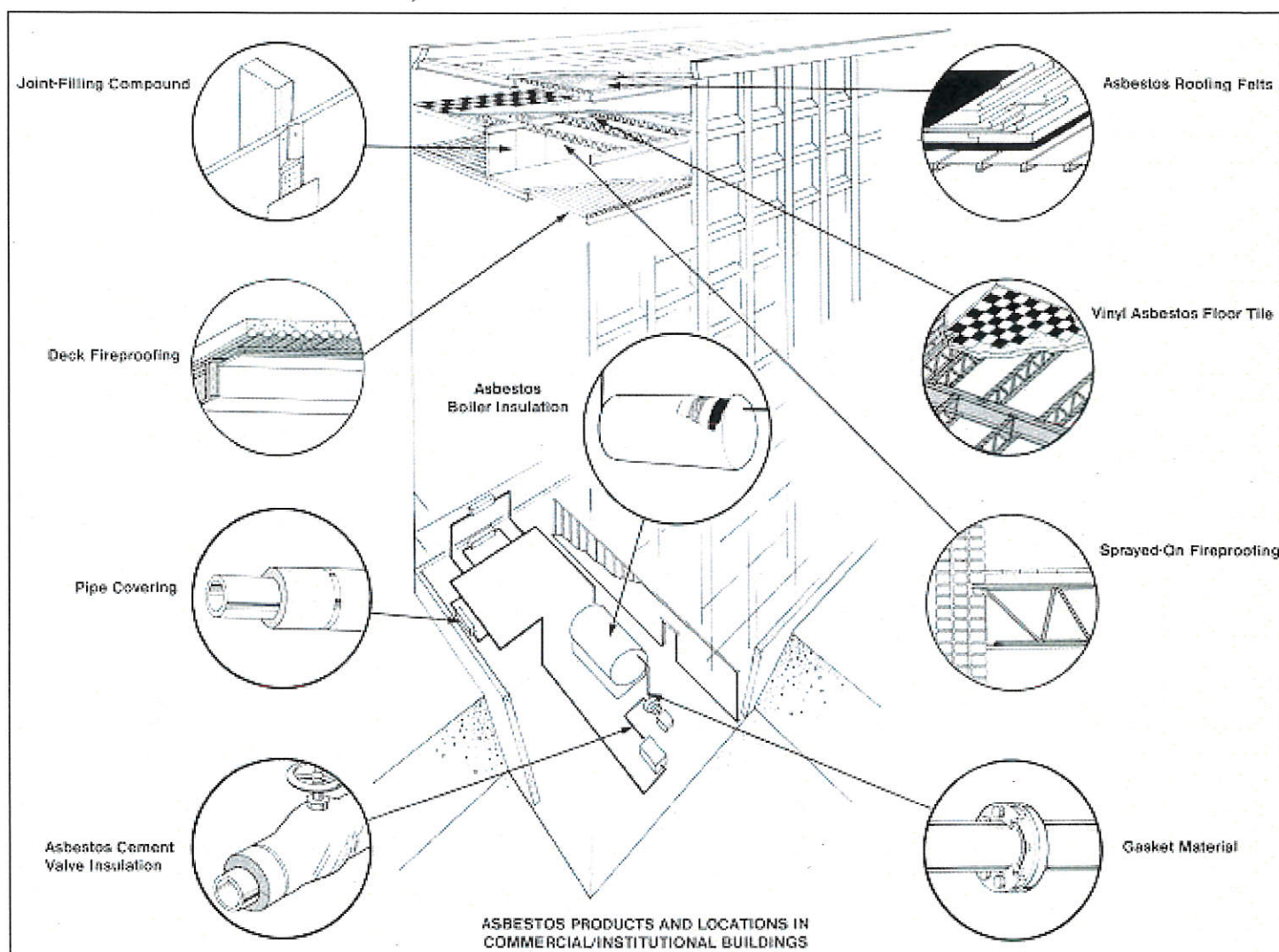
Because asbestos fibers are small and difficult to destroy, our bodies cannot expel or break them down. Asbestos can accumulate in the body and cause disease. The greater the dose (amount) and the longer the exposure to asbestos, the greater the risk of developing health effects. Inhalation is the primary route of exposure to asbestos, followed by dermal contact and ingestion. Asbestos related diseases include:

Asbestosis, a non-cancerous, disabling and/or fatal disease associated with a buildup of scar-like tissue in the lungs that can cause cardiac failure;

Lung cancer is the most common disease related to historical asbestos exposure. Those who smoke and are exposed to asbestos have a considerably greater risk of developing lung cancer than those who are exposed and do not smoke;

Mesothelioma is a form of cancer occurring in the lining of the lungs, chest, abdomen, and in some cases the heart. This rare form of cancer is presumed to be caused by asbestos exposure.

How can you identify buildings with asbestos containing material (ACM)



Avoid Releasing Asbestos Fibers into the Air: Do not disturb ACM or PACM by avoiding the following activities:

• Drilling	• Disturbing/ breaking ceiling tiles
• Cutting	• Removing/ replacing insulation
• Hammering	• Disturbing sprayed on asbestos
• Sawing	

Asbestos Summary:

- Assume that all suspect materials installed before 1979 contain asbestos.
- **DO NOT DISTURB** any suspected asbestos material.
- **NOTIFY** your Supervisor or Department Safety Coordinator if you notice any debris or damage to suspected asbestos materials
- **REPORT** suspected asbestos problems to the General Services, Building Maintenance Division immediately at **31(3)-7052**.

ANNUAL ASBESTOS NOTIFICATION 2015

Building Address _____ Department _____

Group Acknowledgement Form

DIVISION _____ **SUPERVISOR** _____

Date: _____

"I have received and read the information in the County Asbestos Notification Memo (2015)."

	Last Name / First Name	Emp #	Signature	Date
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- Please return completed forms to your Supervisor or Department Safety Coordinator