

LICENSE AGREEMENT

32268

THIS LICENSE AGREEMENT ("Agreement") is made and entered in duplicate, as of July 11, 2011 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on August 2, 2011 by and between JERICO DEVELOPMENT, INC., a California corporation whose address is 461 W. 6<sup>th</sup> Street, Suite 300, San Pedro, CA 90731 ("Owner") and THE CITY OF LONG BEACH, a municipal corporation ("Licensee").

WHEREAS, Owner is the owner of that certain real property located at 130 N. Pine Avenue, Long Beach, California, 90802 (the "Project"); and

WHEREAS, Licensee desires to utilize certain rooftop and building space at the Project to be used exclusively for the Permitted Use (as defined below), subject to and in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, Owner and Licensee agree as follows:

1. GRANT OF LICENSE. Owner hereby grants to Licensee a nonexclusive license to utilize space at the Project, as more particularly described on "Exhibit A" attached hereto (the "License Space") and as may be designated by Owner from time to time in writing, subject to the terms and conditions contained herein. The license hereby granted to Licensee shall not be deemed to give to Licensee the exclusive right to install and use surveillance cameras at the Project and shall not preclude the Owner from granting a license or licenses to others.

2. PERMITTED USE. Licensee may use the License Space for the purpose of installing, operating and maintaining upon the building exterior and rooftop of the Project a camera and related antenna equipment, including, but not limited to, a camera, hood, antenna and installation pole, as well as utility connections (collectively, the "Camera Equipment"). The rights granted to Licensee hereunder shall be exercised without causing interference with (i) any activities conducted at the Project, or (ii) the use

1 and enjoyment of the Project by Owner or any licensees, tenants, occupants or persons  
2 claiming through or under Owner. The rights granted to Licensee hereunder, subject to  
3 the terms and conditions of this Agreement, may be collectively referred to in this  
4 Agreement as the "Permitted Use".

5           3.     TERM.       The term of Licensee's use of the Camera Equipment  
6 and License Space shall commence on 8/17/2011 and terminate as provided in  
7 paragraph 12 hereof.

8           4.     ACCEPTANCE OF LICENSE SPACE. Licensee accepts the  
9 License Space in its current "AS IS" condition. Licensee shall be solely responsible to  
10 obtain and maintain any necessary government or municipal permits, approvals or other  
11 authorizations for the installation and operation of the Camera Equipment at the Project  
12 and Owner makes no representations regarding the ability or right of Licensee to obtain  
13 any such required approvals, including, without limitation, zoning approvals. Further,  
14 Licensee acknowledges and agrees that Owner makes no representation or warranty  
15 regarding the effectiveness or utility of any rooftop equipment, cabling or other facilities  
16 which Licensee may access or utilize in conjunction with its use of the Camera  
17 Equipment and the License Space, including, without limitation, any services which  
18 Licensee may receive in connection with its use of the Camera Equipment and the  
19 License Space.

20           5.     UTILITIES. Owner shall be solely responsible for all utility charges.

21           6.     MAINTENANCE AND REPAIR. Licensee shall maintain the  
22 Camera Equipment in good order, repair and condition throughout the term and shall  
23 keep the License Space in good condition, structurally sound and leak free and shall  
24 repair any damage to the building, roof, roof membrane and/or any structural elements of  
25 the roof arising from Licensee's activities. If Owner determines that the License Space  
26 and/or the Camera Equipment are not being maintained in the condition required by this  
27 Agreement, and without limiting Owner's other rights and remedies under this  
28 Agreement, Owner shall have the right to take such action, at Licensee's expense, as

1 Owner deems necessary to restore the License Space and/or the Camera Equipment to  
2 the condition required by this Agreement. Licensee shall pay to Owner all reasonable  
3 costs and expenses incurred by Owner pursuant to this Section 6 within twenty (20) days  
4 of Owner's submission of an invoice therefor.

5           7.    OWNER'S APPROVAL OF CAMERA EQUIPMENT. Owner shall  
6 not change or materially alter the Camera Equipment or the License Space without the  
7 prior consent of Licensee. The location of the License Space and the placement, manner  
8 and method of installation and removal of the Camera Equipment shall be controlled by  
9 Licensee, subject to prior approval of Owner. Owner shall have the right to hire  
10 structural, mechanical, roofing and/or other engineers or consultants to review plans and  
11 specifications in connection with Licensee's proposed installation and use of the Camera  
12 Equipment and the License Space.

13           Licensee's installation and operation of the Camera Equipment shall be  
14 governed by the following terms and conditions:

15           A.    All plans and specifications for the Camera Equipment shall  
16 be subject to Owner's prior review and approval. Upon Owner's request, Licensee  
17 shall prepare and submit to all licensees and occupants having a right to review  
18 Licensee's proposed equipment, a detailed set of plans and specifications for the  
19 proposed equipment, methods of installation and proposed locations thereof.

20           B.    All costs of installation, operation and maintenance of the  
21 Camera Equipment and any necessary related equipment (including, without  
22 limitation, costs of obtaining any necessary permits and connections to the  
23 Project's electrical system) shall be borne by Licensee. Without limiting the  
24 generality of the foregoing, Licensee shall be responsible for any modifications to  
25 the rooftop, risers, utility areas or other portions of the Project which may be  
26 necessary to accommodate the Camera Equipment.

27           C.    The Camera Equipment shall be installed and operated so as  
28 not to cause any unreasonable interference to Owner, or tenants, occupants or

1 other licensees at the Project (including with any communication equipment or  
2 other camera equipment), and not to damage the Project or interfere with the  
3 normal operation of the Project. Licensee hereby agrees to indemnify, defend and  
4 hold Owner harmless from and against any and all claims, costs, damages,  
5 expenses and liabilities arising out of Licensee's failure to comply with the  
6 provisions of this Agreement.

7 D. For the purposes of determining Licensee's obligations with  
8 respect to its use of the Project herein provided, all the provisions of this  
9 Agreement relating to compliance with requirements as to insurance, indemnity,  
10 and compliance with Laws shall apply to the installation, use and maintenance of  
11 the Camera Equipment. Owner shall not have any obligations with respect to the  
12 Camera Equipment. Owner makes no representation that the Camera Equipment  
13 will function properly and Licensee agrees that Owner shall not be liable to  
14 Licensee therefor.

15 E. Upon the termination of this Agreement, the Camera  
16 Equipment, including, without limitation, all cabling and wiring relating thereto,  
17 shall be removed from the Project by Licensee, at Licensee's sole cost and  
18 expense, and Licensee shall pay to repair any damage caused by such removal.  
19 If Licensee fails to remove the Camera Equipment or related cabling and wiring  
20 upon the expiration or earlier termination of this Agreement, Owner, upon thirty  
21 (30) days' written notice to Licensee, may do so at Licensee's expense. The  
22 provisions of this Section 7 shall survive the expiration or earlier termination of this  
23 Agreement.

24 8. LICENSE SPACE ENTRY. Subject to the terms hereof,  
25 throughout the Term and upon Owner's prior approval, Owner shall provide access to the  
26 License Space to Licensee during normal business hours upon reasonable notice from  
27 Licensee. In exercising its right of access to the License Space herein, Licensee agrees  
28 to cooperate and comply with any security procedures, access requirements and rules

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333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 and regulations utilized by Owner at the Project and further agrees not to unduly disturb  
2 or interfere with the business or other activities of Owner, tenants or of other licensees or  
3 occupants of the Project.

4 9. INDEMNIFICATION. Licensee hereby agrees to indemnify,  
5 defend and hold harmless Owner and its affiliates, including their respective officers,  
6 agents, employees, affiliates, parents, subsidiaries, successors and assigns, and each of  
7 them, of and from any and all claims, demands, causes of action, damages, costs,  
8 expenses, losses or liabilities, ("Claims") arising out of or in connection with Licensee's  
9 use of the Camera Equipment or the License Space or the exercise of any rights granted  
10 to Licensee pursuant to this Agreement.

11 10. NOTICES. Any notice, request, demand, instruction, or other  
12 documents to be given or served hereunder or under any document or instrument  
13 executed pursuant hereto shall be in writing and shall be delivered by (a) certified mail,  
14 return receipt requested, (b) nationally recognized overnight courier, or (c) hand delivery  
15 with a receipt acknowledging delivery, to the addresses set forth below:

16 If to Owner: JERICO DEVELOPMENT, INC.  
17 461 W. 6<sup>th</sup> Street, Suite 300  
San Pedro, CA 90731

18 If to Licensee: The City of Long Beach  
19 Technology Services Department  
20 Attn: Infrastructure Services Manager  
333 West Ocean Blvd.  
21 Long Beach, CA 90802

22 11. DEFAULTS AND REMEDIES. In the event of a breach by  
23 Licensee of any provision hereunder, Owner shall have the right to terminate this  
24 Agreement. Owner shall also have the right, but not the obligation, in the event of any  
25 breach or default by Licensee under this Agreement, to cure such breach or default, in  
26 which event Licensee shall immediately reimburse Owner for the cost incurred by Owner  
27 in effecting such cure.

28 12. TERMINATION. Owner and Licensee shall each have the right to

1 terminate this Agreement for any reason upon thirty (30) days prior written notice to the  
2 other party. This Agreement shall also terminate upon any destruction or condemnation  
3 affecting the use or operation of the Camera Equipment hereunder, unless otherwise  
4 agreed in writing by Owner and Licensee.

5 13. MISCELLANEOUS.

6 A. Amendment. Except as otherwise specifically provided  
7 in this Agreement, the license granted hereby may be modified, amended,  
8 changed, or terminated, in whole or in part, only by written agreement of Owner  
9 and Licensee.

10 B. No Partnership. Nothing contained in this Agreement shall  
11 be construed as creating a partnership or joint venture between Owner and  
12 Licensee or any other relations between the parties other than that of Owner and  
13 Licensee.

14 C. No Assignment. This Agreement may not be assigned,  
15 whether voluntarily or by operation of law, and Licensee shall not sublease or  
16 permit the use of the Camera Equipment or the License Space, or any part  
17 thereof, to or by any other parties (except use by Licensee's employees in strict  
18 compliance with the provisions hereof), and any attempt to do so shall be null and  
19 void and constitute a default by Licensee under this Agreement.

20 D. Binding Effect. This Agreement shall be binding upon  
21 and inure to the benefit of the parties hereto and their respective successors and  
22 permitted assigns.

23 E. Entire Agreement. This Agreement embodies the entire  
24 understanding of the parties and there are no further or other agreements or  
25 understandings, written or oral, in effect between the parties relating to the subject  
26 matter hereof.

27 F. Applicable Law. This Agreement shall be interpreted and  
28 enforced according to the laws of the State of California.

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1 G. Counterparts. This Agreement may be executed in  
2 counterparts, all of which when taken together, shall constitute one and same  
3 instrument.

4 H. Disclaimer. The parties agree that Licensee's installation of  
5 surveillance cameras on owner's property is not intended to warrant or guarantee  
6 any additional police protection or crime prevention.

7 IN WITNESS WHEREOF, the parties have executed this instrument as of  
8 the date first written above.

JERICO DEVELOPMENT, INC., a  
California corporation

9  
10  
11 7/27 /, 2011

By 

Title CHAIRMAN

12  
13  
14 \_\_\_\_\_, 2011

By \_\_\_\_\_

Title \_\_\_\_\_

"Owner"

CITY OF LONG BEACH, a municipal  
corporation

15  
16  
17  
18  
19  
20 8.10, 2011


By  **Assistant City Manager**

City Manager **EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

"Licensee"

21  
22  
23 The foregoing is hereby approved as to form on 8/3  
24 2011.

ROBERT E. SHANNON, City Attorney

25  
26  
27 By  Deputy  
28

## EXHIBIT A

### *Electrician Scope of Work – Site 11*

- (1) Power provisioning (110V line) to one new CelPlan enclosure (see red block in drawing below). It was suggested by building owner to run a dedicated circuit from the panel from the floor right below the roof (4<sup>th</sup> floor). Re-use of existing conduits / roof penetration was suggested to reduce costs.





- (2) New conduit run from the new CelPlan enclosure on the roof (the enclosure in the Southwest corner) down to the camera locations, that will be positioned on the façade of the southwest corner of the building (see picture below; red dots indicate intended position for the PTZ cameras). The cameras are planned in line with the bottom of the windows of the 3<sup>rd</sup> floor. Note that both 4<sup>th</sup> floor and 3<sup>rd</sup> floor are currently empty. There is good access to create the conduit run. Note that two coax wires and two data cables will need to be fit within the conduit (low voltage). The cabling will be provided by CelPlan. Minimal visibility for conduit run is preferred.

