



8 Project No: PM 1239-12-4
9 Project Name: City of Long Beach
10 Project Location: Santiago Peak

31093

**LICENSE
(Communications Agreement)**

12
14 This License Agreement ("License") is made April 7, 2008⁹, by and between
16 the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and the CITY OF LONG BEACH,
18 hereinafter referred to as "LICENSEE," without regard to number or gender.

20 **1. DEFINITIONS**

22 The following words in the License have the significance attached to them in this clause, unless
24 otherwise apparent from context:

26 "Sheriff" means the Sheriff of the County of Orange, or designee, or upon written notice to
28 LICENSEE, such person or entity as shall be designated by the Board of Supervisors.

30 "Communications Director" means the Director of Communications, Sheriff-Coroner Department,
32 County of Orange, or designee, or upon written notice to LICENSEE, such person or entity as shall
34 be designated by the Sheriff-Coroner.

36 "Board of Supervisors" means the Board of Supervisors of the County of Orange, a political
38 subdivision of the State of California.

40 "Auditor-Controller" means the Auditor-Controller of the County of Orange, or designee, or upon
42 written notice to LICENSEE, such person or entity as shall be designated by the Board of
44 Supervisors.

46 "County Counsel" means the legal Counsel of the County of Orange, or designee, or upon written
48 notice to LICENSEE, such person or entity as shall be designated by the Board of Supervisors.

50 "OCPW Corporate Real Estate" means the OC Public Works, OC Facilities, Real Estate and Asset
Management, Corporate Real Estate, of the County of Orange, or upon written notice to
LICENSEE, such entity as shall be designated by the County Executive Officer.

"Risk Manager" means the Manager of the County Executive Office (CEO)/Risk Management
Department, County of Orange, or designee, or upon written notice to LICENSEE, such person or
entity as shall be designated by the Board of Supervisors.

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2. TERM

This License shall become effective ("**Effective Date**") on the date first written above and shall continue in effect until ten (10) years thereafter or until terminated as provided in Clause 3 (TERMINATION) of this License, whichever first occurs. In no event shall the term of this License surpass the length of term specified in any current or future special use permit, lease agreement, or other written agreement for the COUNTY's Santiago Peak Communications Facility ("**Facility**") between COUNTY and the United States Forest Service ("**USFS**").

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3. TERMINATION

This License shall be revocable by either COUNTY or LICENSEE at any time; however, as a courtesy, each party will attempt to give forty five (45) days prior written notice to the other party upon revocation.

In the event either party terminates this License, LICENSEE shall promptly remove its communications equipment, as defined below, from License Area and return the License Area to its original condition, normal wear and tear excepted.

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4. LICENSE AREA

COUNTY grants to LICENSEE the right to use that certain property hereinafter referred to as "**License Area**," located within the Facility, and shown on "**Exhibit A**," Location Map/Plot Plan, attached hereto and by reference made a part hereof.

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5. USE

LICENSEE's use of the License Area shall be limited to the operation of certain LICENSEE-owned radio communications equipment ("**Communications Equipment**") described in "**Exhibit B**," Description of Equipment, attached hereto and by reference made a part hereof. Throughout the term of this License and at all times, COUNTY shall have the right, at COUNTY's discretion, to determine the specific location of LICENSEE's Communications Equipment within the License Area. Should COUNTY determine the need to relocate Communications Equipment at any time after the Effective Date of this License, COUNTY shall provide LICENSEE with sixty (60) days prior written notice of such anticipated relocation. All costs associated with such relocation shall be the responsibility of LICENSEE and LICENSEE shall promptly reimburse COUNTY within thirty (30) days after receipt of invoice for the cost of said relocation. Should LICENSEE determine the proposed relocation area is unacceptable, LICENSEE has the right to terminate this License per the termination Clause 3 (TERMINATION) above.

LICENSEE shall use the License Area in a manner so as not to interfere with the COUNTY's use of the Facility or equipment at the Facility, or with the use by or equipment of COUNTY's other licensees at said Facility.

LICENSEE agrees not to use the License Area for any other purpose nor to engage in or permit any other activity within or from the License Area. LICENSEE further agrees not to conduct or permit to be conducted any public or private nuisance in, on, or from the License Area, nor to commit or permit to be committed waste on the License Area, and to comply with all governmental laws and regulations in connection with its use of the License Area.

2 **6. LICENSE SUBORDINATE TO SIERRA PEAK SPECIAL USE PERMIT WITH U.S. FOREST**
3 **SERVICE**

4 This License shall at all times be subordinate and subject to the provisions and requirements of that
5 certain Sierra Peak Lease dated January 31, 2002, between the USFS and COUNTY, or any
6 subsequent agreement between the USFS and COUNTY, relative to the development, operation,
7 and maintenance of the Facility, or any subsequent agreement between said parties. LICENSEE
8 acknowledges receipt of said Lease and COUNTY shall provide LICENSEE with copies of any
9 subsequent agreements.

10 In the event USFS shall declare default under said Sierra Peak Lease for action or inaction on the
11 part of LICENSEE, COUNTY shall have the right to cure any such default and invoice LICENSEE
12 for COUNTY's cost of said cure. LICENSEE shall reimburse COUNTY for such cost(s) within thirty
13 (30) days after receipt of said invoice.

14 Nothing contained in this License or in any document related hereto shall be construed to imply the
15 conveyance to LICENSEE of rights in the Facility, which exceed those owned by COUNTY.

16 **7. RENT**

17 **A. Annual Payments**

18 Commencing on the Effective Date of this License, LICENSEE agrees to pay COUNTY rent
19 ("**Rent**") for the use of the License Area as follows:

<u>Annual Payment Period</u>	<u>Rent Amount Due</u>
Year 1	\$2,360
Year 2	\$2,438
Year 3	\$2,519
Year 4	\$2,602
Year 5	\$2,689
Year 6	\$2,778
Year 7	\$2,870
Year 8	\$2,966
Year 9	\$3,064
Year 10	\$3,166

20 Rent shall be payable annually in advance within thirty (30) days after receipt of invoice provided
21 by COUNTY. LICENSEE shall be provided with said invoice at the commencement of this
22 License and within sixty (60) days prior to the first day of each anniversary of the Effective Date
23 of this License. LICENSEE shall pay the Rent while this License is in effect, without deduction or
24 offset, in lawful money of the United States. Rent shall be due and payable to COUNTY whether
25 or not an actual invoice is sent by COUNTY or received by LICENSEE.

26 In the event the obligation to pay Rent terminates on a day other than the anniversary date of the
27 Effective Date of the License, said Rent shall be prorated to reflect the actual period of use on
28 the basis of a 360-day year.

2 The Rent for Year 1, Two Thousand Three Hundred Sixty Dollars (\$2,360), is initially calculated
4 in accordance with the Rent Schedule ("**Rent Schedule**") set forth in "**Exhibit C,**" attached
6 hereto and made a part hereof.

8 **B. Rent Adjustment**

10 The Board of Supervisors may from time to time revise and/or amend all or any portion of the
12 Rent Schedule set forth in Exhibit C. In the event the Board of Supervisors revises or amends
14 the Rent Schedule (Exhibit C), LICENSEE's Rent shall be automatically adjusted per the new
16 Rent Schedule (Exhibit C) as of the date of approval of the new Rent Schedule (Exhibit C) by the
18 Board of Supervisors. Upon approval of the new Rent Schedule (Exhibit C), COUNTY will
20 provide LICENSEE with a written notice of adjustment to LICENSEE's Rent according to the
22 Board of Supervisors approved new Rent Schedule (Exhibit C) and a copy of the Board item
24 referencing approval of said new Rent Schedule (Exhibit C).

26 LICENSEE shall be invoiced for any increased Rent prorated from the date of Board of
28 Supervisors approval of the Rent Schedule (Exhibit C). LICENSEE shall be credited for any
30 decrease in the Rent prorated from the date of said approval and said credit shall be applied on
32 the invoice LICENSEE receives within sixty (60) days prior to the following anniversary of the
34 Effective Date of this License.

36 In the event of the implementation of a new Board approved Rent Schedule (Exhibit C), adjustment
38 of Rent shall additionally include the modification of the annual Rent payments for the years
40 remaining in the License term as set forth in Section A Annual Payments above. COUNTY shall
42 provide in the written notice of adjustment to LICENSEE a listing of the revised Rent Amounts Due
44 for each remaining year. The new Rent Amounts Due shall be calculated at the same year-to-year
46 incremental rate of increase as was used in the original schedule herein and COUNTY and
48 LICENSEE mutually agree that the new Rent amounts due shall modify and replace the amounts
50 set for the in the original schedule.

8. PROCESSING FEE

Upon approval by COUNTY of this License, LICENSEE shall pay to COUNTY a processing fee of
One Thousand One Hundred Fifty Dollars (\$1,150) for issuance of this License and an additional
One Thousand One Hundred Fifty Dollars (\$1,150) for each subsequent amendment to this
License. Said processing fee is deemed earned by COUNTY and is not refundable. COUNTY shall
provide LICENSEE with an invoice for processing fee and LICENSEE shall promptly pay the total
processing fee amount within thirty (30) days after receipt of invoice.

9. PAYMENT PROCEDURE

All payments pursuant to this License shall be delivered to the County of Orange, Auditor-
Controller, P.O. Box 567 (630 North Broadway), Santa Ana, California 92702. COUNTY may
change the designated place of payment at any time upon ten days written notice to LICENSEE. All
fee payments may be made by check payable to the "County of Orange." LICENSEE assumes risk
of loss if payments are made by mail.

No payment by LICENSEE or receipt by COUNTY of an amount less than the payment due shall be
deemed to be other than on account of the payment due, nor shall any endorsement or statement
on any check or any letter accompanying any check or payment as payment be deemed an accord

and satisfaction, and COUNTY shall accept such check or payment without prejudice to COUNTY's right to recover the balance of said payment or pursue any other remedy in this License.

10. CHARGE FOR LATE PAYMENT

LICENSEE hereby acknowledges that the late payment of any sums due hereunder will cause COUNTY to incur costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to costs such as administrative processing of delinquent notices, increased accounting costs, etc.

Accordingly, if any payment pursuant to the License is not received by COUNTY by the due date, a late charge of 1.5% of the payment due and unpaid, plus \$100 shall be added to the payment, and the total sum shall become immediately due and payable to COUNTY. An additional charge of 1.5% of said payment, excluding late charges, shall be added for each additional month that said payment remains unpaid.

LICENSEE and COUNTY hereby agree that such late charges represent a fair and reasonable estimate of the costs that COUNTY will incur by reason of LICENSEE's late payment. Acceptance of such late charge (and/or any portion of the overdue payment) by COUNTY shall in no event constitute a waiver of LICENSEE's default with respect to such overdue payment, or prevent COUNTY from exercising any other rights and remedies granted hereunder. COUNTY shall provide LICENSEE with an invoice for said charges and LICENSEE shall pay COUNTY within thirty (30) days after receipt of said invoice.

11. SERVICES CHARGES

Due to safety, health, or other reasons, COUNTY may find it necessary to perform labor on Communications Equipment within the License Area. In such instances, COUNTY shall charge LICENSEE for such labor on an hourly basis according to rates currently approved by the Board of Supervisors, including administrative costs, and shall charge LICENSEE for the cost of all parts required plus ten percent (10%) of said costs of parts.

Rates for service charges shall be in accordance with the service charges ("Service Charges") set forth in "*Exhibit D*," attached hereto and made a part hereof. Such Service Charges rates may change from time to time as they are revised or amended by the Board of Supervisors.

12. UTILITIES

COUNTY shall be responsible for and pay all charges for utilities used by LICENSEE in the operation of Communications Equipment within the License Area.

13. MAXIMUM PERMISSIBLE EXPOSURE TO RADIOFREQUENCY EMISSIONS

LICENSEE agrees to indemnify, defend, and save harmless COUNTY, its officers, agents, and employees from and against any and all claims, demands, losses, or liabilities of any kind or nature, which COUNTY, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, or arising, out of radiofrequency emissions exposure in connection with LICENSEE's ownership, use, operation, maintenance, repair, change, alteration, adjustment, relocation of, or addition to Communications Equipment at Facility.

2 In the event LICENSEE desires to change, alter, adjust, relocate, or add to Communications
4 Equipment at the Facility, an amendment to the License shall first be approved by COUNTY. If the
6 COUNTY determines the aggregate radiofrequency emissions at Facility are above the acceptable
8 levels per the Federal Communication Commission's Guidelines for Human Exposure to
Radiofrequency Emissions ("**Guidelines**"), then the COUNTY shall have the right to require
LICENSEE to modify or remove Communications Equipment at LICENSEE's sole cost within sixty
(60) days following a written request from COUNTY.

10 **14. ACCESS**

12 Access to the License Area shall not be permitted without proper escort by Communications
14 Director. Access shall be only for purposes of installation of Communications Equipment as
16 described in *Exhibit B*, and thereafter for emergency or non-emergency maintenance and repair.
LICENSEE shall provide COUNTY with 24-hour verbal or written notice prior to date and time
LICENSEE desires to access License Area. Voice-mail or other form of voice-recorded message
shall not be considered prior notice. No building keys will be issued or loaned to the LICENSEE.

18 LICENSEE shall pay COUNTY an escort fee ("**Escort Fee**") at the Board of Supervisor's approved
20 hourly rate for time spent by COUNTY in providing said escort. COUNTY shall provide LICENSEE
22 with an invoice for Escort Fee and LICENSEE shall pay COUNTY within thirty (30) days after
receipt of said invoice.

24 **15. ANTENNA TOWER REPAIR AND MAINTENANCE**

26 All work on COUNTY's antenna tower, including but not limited to repair, maintenance, alteration,
28 adjustment, or relocation of LICENSEE's radio antennas ("**Tower Work**") shall be performed by the
service company ("**Contractor**") under contract to COUNTY.

30 In the event LICENSEE uses Contractor, LICENSEE shall be invoiced directly by Contractor and
32 shall directly pay Contractor for all work performed on tower at the request of LICENSEE. Failure to
34 pay Contractor shall constitute default of LICENSEE under this License. COUNTY shall not be
liable for payment of charges incurred by LICENSEE regarding work completed by Contractor at the
request of LICENSEE.

36 No Tower Work shall be performed without twenty-four (24) hour prior written or verbal notice to
38 COUNTY. Voice-mail or other form of voice-recorded message shall not be considered prior notice.
40 Additionally, COUNTY shall provide an escort at all times during and at every instance of
LICENSEE-required Tower Work. LICENSEE agrees to reimburse COUNTY at the Board of
Supervisors approved hourly rate for COUNTY's cost of said escort. LICENSEE shall be invoiced
for said escort charges and agrees to reimburse COUNTY in full within thirty (30) days after receipt
of said invoice.

42 **16. OPERATIONS**

44 The operation of Communications Equipment shall be in accordance with all applicable rules and
46 regulations of the Federal Communications Commission and any deviation therefrom shall be
48 cause for COUNTY to demand that LICENSEE cease the deviation immediately.

50 Should the operation of Communications Equipment, in the opinion of Communications Director,
interfere with the operation of COUNTY's communications equipment or any other equipment

2 installed on the Facility, upon verbal notice by COUNTY, LICENSEE shall immediately eliminate
said interference in a manner acceptable to Communications Director.

4 LICENSEE shall designate in writing to COUNTY a representative who shall be responsible for the
day-to-day operations and level of maintenance, cleanliness and general order.

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8 In the event LICENSEE does not eliminate said interference Communications Director retains the
right to modify or remove Communications Equipment and LICENSEE shall, upon demand of
10 Communications Director, pay the cost of said modification or removal thereof incurred by COUNTY
within thirty (30) days of receipt of said written demand.

12 **17. MAINTENANCE**

14 LICENSEE shall, to the satisfaction of the Communications Director and at LICENSEE's sole
expense, keep and maintain the License Area and all of LICENSEE's Equipment of any kind in
16 good condition and in substantial repair. It shall be LICENSEE's responsibility to take all steps
necessary to maintain such standard of condition and repair.

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20 LICENSEE expressly agrees to conduct all activities related to this License in a manner that does
not adversely affect building structural components or building systems at the Facility, and to
maintain the License Area in a safe, clean, wholesome and sanitary condition to the complete
22 satisfaction of the Communications Director and in compliance with all applicable laws. COUNTY
shall have the right to enter upon and inspect the License Area at any time for cleanliness and
24 safety.

26 In the event LICENSEE fails to maintain or make repairs as required herein, COUNTY may notify
LICENSEE in writing of said failure. Should LICENSEE fail to correct the situation within fifteen (15)
28 days after said notification, Communications Director may have the necessary correction(s) made
and the cost thereof, including but not limited to the cost of labor, materials and administration, shall
30 be paid by LICENSEE within ten (10) days of receipt of an invoice of said cost from the
Communications Director. Communications Director may, at Communications Director's sole
32 option, choose other remedies available herein, or by law.

34 **18. INDEMNIFICATION (AMLC-GC8 S)**

36 LICENSEE hereby waives all claims and recourse against COUNTY including the right of
contribution for loss or damage of persons or property arising from, growing out of, or in any way
38 connected with or related to this License except claims arising from the concurrent active or sole
negligence of COUNTY, its officers, agents, and employees. LICENSEE hereby agrees to
40 indemnify, hold harmless, and defend COUNTY, its officers, agents, and employees, with counsel
reasonably approved in writing by COUNTY, against any and all claims, loss, demands, damages,
42 cost expenses, or liability costs arising out of the operation, use, or maintenance of the property
described herein, and/or LICENSEE's exercise of the rights under this License, except for liability
44 arising out of the concurrent active or sole negligence of COUNTY, its officers, agents or
employees, including the cost of defense of any lawsuit arising therefrom.

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48 In the event COUNTY is named as co-defendant, LICENSEE shall notify COUNTY of such fact and
shall represent COUNTY in such legal action, with counsel reasonably approved by COUNTY,
unless COUNTY undertakes to represent itself as co-defendant in such legal action, in which event
50 LICENSEE shall pay to COUNTY its litigation costs, expenses and attorney's fees. In the event
judgment is entered against COUNTY and LICENSEE because of the concurrent active negligence

of COUNTY and LICENSEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

19. INSURANCE/SELF INSURANCE

LICENSEE agrees to purchase all required insurance at LICENSEE's expense and to deposit with the COUNTY certificates of insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this License have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the COUNTY during the entire term of this License. This License shall automatically terminate at the same time LICENSEE's insurance coverage is terminated. If within ten (10) business days after termination under this Clause LICENSEE obtains and provides evidence of the required insurance coverage acceptable to County's Risk Management, this License may be reinstated at the sole discretion of Sheriff. LICENSEE shall pay COUNTY Four Hundred Fifty (\$450) Dollars for processing the reinstatement of this License.

LICENSEE agrees that LICENSEE shall not operate on the License Area at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of Sheriff. In no cases shall assurances by LICENSEE, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. Sheriff will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. LICENSEE also agrees that upon cancellation, termination, or expiration of LICENSEE's insurance, COUNTY may take whatever steps are necessary to interrupt any operation from or on the License Area until such time as the Sheriff reinstates the License.

If LICENSEE fails to provide Sheriff with a valid certificate of insurance and endorsements, or binder at any time during the term of the License, COUNTY and LICENSEE agree that this shall constitute a material breach of the License. Whether or not a notice of default has or has not been sent to LICENSEE, said material breach shall permit COUNTY to take whatever steps necessary to interrupt any operation from or on the License Area, and to prevent any persons, including, but not limited to, members of the general public, and LICENSEE's employees and agents, from entering the License Area until such time as Sheriff is provided with adequate evidence of insurance required herein. LICENSEE further agrees to hold COUNTY harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the COUNTY's action.

All contractors performing work on behalf of LICENSEE pursuant to this License shall obtain insurance subject to the same terms and conditions as set forth herein for LICENSEE. LICENSEE shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by the COUNTY from the LICENSEE under this License. It is the obligation of the LICENSEE to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the License Area. Such proof of insurance must be maintained by LICENSEE through the entirety of this License and be available for inspection by a COUNTY representative at any reasonable time.

All insurance policies required by this License shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the COUNTY's County Executive Office (CEO)/Office of Risk Management.

LICENSEE shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the certificate of insurance.

If the LICENSEE fails to maintain insurance acceptable to the COUNTY for the full term of this License, the COUNTY may terminate this License.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the LICENSEE shall provide the minimum limits and coverage as set forth below:

Coverages

Minimum Limits

Commercial General Liability with broad Form property damage, contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for Owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Environmental Impairment Liability	\$1,000,000 per occurrence

All liability insurance required by this License shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this License with respect to work done by the LICENSEE under the terms of this License (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the certificate of insurance.

All insurance policies required by this License shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the LICENSEE's insurance is primary and non-contributing shall specifically accompany the certificate of insurance for the Commercial General Liability.

2 All insurance policies required by this License shall give the County of Orange no less than thirty
4 (30) days notice in the event of cancellation. This shall be evidenced by an endorsement separate
6 from the certificate of insurance. In addition, the cancellation clause must include language as
8 follows, which edits the pre-printed ACORD certificate:

10 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED
12 BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY
14 WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE
16 CERTIFICATE HOLDER NAMED TO THE LEFT. ~~BUT FAILURE TO MAIL
18 SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY
20 KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

22 All insurance policies required by this License shall waive all rights of subrogation against the
24 County of Orange and members of the Board of Supervisors, its elected and appointed officials,
26 officers, agents and employees when acting within the scope of their appointment or employment.

28 The Commercial General Liability policy shall contain a severability of interests clause.

30 The LICENSEE is aware of the provisions of Section 3700 of the California Labor Code, which
32 requires every employer to be insured against liability for Workers' Compensation or be self-insured
34 in accordance with provisions of that code. The LICENSEE will comply with such provisions and
36 shall furnish the COUNTY satisfactory evidence that the LICENSEE has secured, for the period of
38 this License, statutory Workers' Compensation insurance and Employers' Liability insurance with
40 minimum limits of \$1,000,000 per occurrence.

42 Insurance certificates should be forwarded to the COUNTY address provided in the Clause
44 (NOTICES) below or to an address provided by Sheriff. LICENSEE has ten (10) business days to
46 provide adequate evidence of insurance or this License may be cancelled.

48 COUNTY expressly retains the right to require LICENSEE to increase or decrease insurance of any
50 of the above insurance types throughout the term of this License. Any increase or decrease in
insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately
protect COUNTY.

COUNTY shall notify LICENSEE in writing of changes in the insurance requirements. If LICENSEE
does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY
incorporating such changes within thirty (30) days of receipt of such notice, this License may be in
breach without further notice to LICENSEE, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit
LICENSEE's liability hereunder or to fulfill the indemnification provisions and requirements of this
License.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of
Orange can be utilized to verify compliance with the above-mentioned insurance requirements in
place of commercial insurance certificates and endorsements.

If LICENSEE is self-insured, LICENSEE shall provide COUNTY, before commencement of this
License, a letter of self-insurance verifying all the stated coverage minimums and comparable
terms.

2 If LICENSEE elects to self-insure for this License, in addition to and without limitation of any other
4 provision of their License, LICENSEE agrees to all of the following:

6 The duty to defend the County of Orange, with counsel approved in writing by the COUNTY, from
8 any liability claim or suit to which this License applies, is broader than LICENSEE's duty to
indemnify; and LICENSEE shall have the right and duty to defend the COUNTY from any and all
liability claims or suits if there is any potential for indemnity under this License.

10 **20. LABOR CODE COMPLIANCE (AMLC 14.1 S)**

12 LICENSEE acknowledges and agrees that all improvements or modifications required to be
14 performed as a condition precedent to the commencement of the term of this License or any such
16 future improvements or modifications performed by LICENSEE at the request of COUNTY shall be
governed by, and performed in accordance with, the provisions of Article 2 of Chapter 1, Part 7,
Division 2 of the Labor Code of the State of California (Section 1770, et seq.). These provisions are
applicable to improvements or modifications costing more than \$1,000.

18 Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Orange
20 County Board of Supervisors has obtained the general prevailing rate of per diem wages and the
22 general prevailing rate for holiday and overtime work in the locality applicable to this License for
each craft, classification, or type of workman needed to execute the aforesaid improvements or
24 modifications from the Director of the State Department of Industrial Relations. Copies of said
prevailing wage rates may be obtained from the State of California, Department of Industrial
26 Relations or Sheriff.

28 LICENSEE agrees to pay or cause its contractors and/or subcontractors to pay said prevailing
wage rates at all times for all improvements or modifications to be completed for COUNTY within
the License Area, and LICENSEE herein agrees that LICENSEE shall post, or cause to be posted,
30 a copy of the most current, applicable prevailing wage rates at the site where the improvements or
modifications are performed.

32 Prior to commencement of any improvements or modifications, LICENSEE shall provide Sheriff with
34 the applicable certified payroll records for all workers that will be assigned to the improvements or
modifications. Said payroll records shall contain, but not be limited to, the complete name, address,
36 telephone number, social security number, job classification and prevailing wage rate for each
worker. LICENSEE shall provide, Sheriff bi-weekly hours worked, prevailing hourly wage rates, and
38 total wages paid.

40 If LICENSEE neglects, fails or refuses to provide said payroll records to Sheriff, such occurrence
42 shall constitute an event of default of this License and COUNTY may, notwithstanding any other
termination provisions contained herein terminate this License.

44 **21. AUTHORITY**

46 Each person executing this License on behalf of LICENSEE does hereby covenant and warrant that
48 (a) LICENSEE has full right and authority to enter into this License; and (b) each person signing this
License on behalf of LICENSEE is duly authorized to do so.

2 **22. NOTICES**

4 All notices pursuant to this License shall be addressed as set forth below or as either party may
6 hereafter designate by written notice and shall be sent through the United States mail and duly
8 registered or certified with postage prepaid. If any notice is sent by registered or certified mail, as
10 aforesaid, the same shall be deemed served or delivered twenty-four (24) hours after mailing
thereof as above provided. Notwithstanding the above, COUNTY may also provide notices to
LICENSEE by personal delivery or by regular mail and any such notice given shall be deemed to
have been given upon receipt.

12 COUNTY

14 Sheriff-Coroner Department
16 Communications Division
18 840 N. Eckhoff St., Suite 104
Orange, CA 92868-1021
Attn: Communications Director

20 and

22 Sheriff/Real Property Services
24 320 N. Flower Street, Suite 108
Santa Ana, CA 92703
Attn: Senior Real Property Agent

LICENSEE

City of Long Beach
Wireless Communications Division
5580 Cherry Ave.,
Long Beach, 90805-5504
Attn: Robert. S Uribe; 562-570-4801
(Office); 562-570-4825 (fax)

26 **23. ATTACHMENTS TO LICENSE**

28 This License includes the following, which are attached hereto and made a part hereof:

- 30 I. GENERAL CONDITIONS (18 Clauses)
32 II. EXHIBITS
34 Exhibit A – Location Map/Plot Plan
36 Exhibit B – Description of Licensee's Communications Equipment
Exhibit C – Rent Schedule
Exhibit D – Service Charges
Exhibit E – Best Management Practices

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IN WITNESS WHEREOF, the parties have executed this License as of the day and year first written above.

COUNTY

LICENSEE

APPROVED AS TO FORM:

CITY OF LONG BEACH

County Counsel

By: Thomas A. Miller
Deputy

By: [Signature] Assistant City Manager

Date: 3-3-09

Title: City Manager
RECEIVED FEBRUARY 20 2009
TO SECTION 301 OF
THE CITY CHARTER.

Date: February 20, 2009

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD OF SUPERVISORS PER G.C. SEC. 25103 RESOLUTION 79-1535



ATTEST:

[Signature]
Darlene J. Bloom
Clerk of the Board of Supervisors of Orange County, California

APPROVED AS TO FORM
February 19, 20 09
ROBERT E. SHANNON, City Attorney
By: [Signature]
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

COUNTY
COUNTY OF ORANGE

By: [Signature]
Chair, Board of Supervisors

2 Project No. PM 1239-12-4
3 Project Name: City of Long Beach
4 Project Location: Santiago Peak

6
8 **GENERAL CONDITIONS**

10 **1. PERMITS AND LICENSES (PMLG1 S)**

12 LICENSEE shall be required to obtain any and all permits and/or licenses that
13 may be required in connection with the operation at Facility as set out herein. No
14 permit, approval, or consent given hereunder by COUNTY, in its governmental
15 capacity, shall affect or limit LICENSEE's obligations hereunder, nor shall any
16 approvals or consents given by COUNTY, as a party to this License, be deemed
17 approval as to compliance or conformance with applicable governmental codes,
18 laws, rules, or regulations.

20 **2. LICENSE ORGANIZATION (PMLG3 S)**

22 The various headings and numbers herein, the grouping of provisions of this
23 License into separate clauses and paragraphs, and the organization hereof, are
24 for the purpose of convenience only and shall not be considered otherwise.

26 **3. AMENDMENTS (PMLG4 S)**

28 This License is the sole and only agreement between the parties regarding the
29 subject matter hereof; other agreements, either oral or written, are void. Any
30 changes to this License shall be in writing and shall be properly executed by both
31 parties.

32 **4. INSPECTION (PMLG6 N)**

34 COUNTY or its authorized representative shall have the right at all times to
35 inspect LICENSEE's operation to determine if the provisions of this License are
36 being complied with.

38 **5. PARTIAL INVALIDITY (PMLG9 S)**

40 If any term, covenant, condition, or provision of this License is held by a court of
41 competent jurisdiction to be invalid, void, or unenforceable, the remainder of the
42 provisions hereof shall remain in full force and effect and shall in no way be
43 affected, impaired, or invalidated thereby.

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6. WAIVER OF RIGHTS (PMLG10 S)

The failure of COUNTY to insist upon strict performance of any of the terms, covenants, or conditions of this License shall not be deemed a waiver of any right or remedy that COUNTY may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the License thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the License. Any waiver, in order to be effective, must be signed by the party whose right or remedy is being waived.

7. CONDITION OF LICENSE AREA UPON TERMINATION (PMLG12 N)

Except as otherwise agreed to herein, LICENSEE shall redeliver possession of said License Area to COUNTY in substantially the same condition that existed immediately prior to LICENSEE's entry thereon, with the exception of reasonable wear and tear.

8. DAMAGE TO PROPERTY

Should any damage or injury to License Area or other COUNTY property occur as a result of use of License Area by LICENSEE, its agents, guests or employees, LICENSEE shall immediately, upon written demand by Sheriff, restore such property to the condition of same on the date of the occurrence of said damage or injury, at LICENSEE's cost or expense. Sheriff, whose determination shall be final, shall determine any question whether such damage or injury has been caused to COUNTY property.

9. UNLAWFUL USE

LICENSEE agrees no improvements shall be erected, placed upon, operated nor maintained on License Area, nor shall any business be conducted or carried on therein or therefrom in violation of the terms of this License or of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.

10. DISPOSITION OF ABANDONED PERSONAL PROPERTY

If LICENSEE abandons License Area or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to LICENSEE and left on License Area ten (10) days after such event shall be deemed, at Sheriff option, to have been transferred to COUNTY. Sheriff shall have the right to remove and to dispose of such property without liability therefor to LICENSEE or to any person claiming under LICENSEE, and shall have no need to account therefor.

2 **11. TIME OF ESSENCE**

4 Time is of the essence of this License Agreement. Failure to comply with any
6 time requirements of this License shall constitute a material breach of this
License.

8 **12. TAXES AND ASSESSMENTS**

10 It is understood and agreed that all taxes and assessments (including but not
12 limited to any possessory interest tax) are due and payable in connection with this
License or upon fixtures, equipment, or other property used in connection with this
14 License, and shall be the full responsibility of the LICENSEE. LICENSEE shall
cause said taxes and assessments to be paid promptly.

16 **13. NONDISCRIMINATION**

18 LICENSEE agrees not to discriminate against any person or class of persons by
reason of sex, age, race, color, creed, physical handicap, or national origin.
20 LICENSEE shall make its accommodations and services available to the public on
fair and reasonable terms.

22 **14. NO ASSIGNMENT (PMLG15 S)**

24 The License granted hereby is personal to LICENSEE and any assignment of
26 said license by LICENSEE, voluntarily or by operation of law, shall automatically
terminate the License granted hereby.

28 **15. GOVERNING LAW AND VENUE**

30 This License has been negotiated and executed in the State of California and
32 shall be governed by and construed under the laws of the State of California. In
the event of any legal action to enforce or interpret this License, the sole and
34 exclusive venue shall be a court of competent jurisdiction located in Orange
County, California, and the parties hereto agree to and do hereby agree to and
36 do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil
Procedure section 394.

38 **16. RIGHT TO WORK AND MINIMUM WAGE LAWS (AMLC-GC17S)**

40 In accordance with the United States Immigration Reform and Control Act of
42 1986, LICENSEE shall require its employees that directly or indirectly service the
License Area or terms and conditions of this License, in any manner whatsoever,
44 to verify their identity and eligibility for employment in the United States.
LICENSEE shall also require and verify that its contractors or any other persons
46 servicing the License Area or terms and conditions of this License, in any manner

2 whatsoever, verify the identity of their employees and their eligibility for
employment in the United States.

4 Pursuant to the United States of America Fair Labor Standard Act of 1938, as
6 amended, and State of California Labor Code, Section 1178.5, LICENSEE shall
8 pay no less than the greater of the Federal or California Minimum Wage to all its
employees that directly or indirectly service the License Area, in any manner
10 whatsoever. LICENSEE shall require and verify that all its contractors or other
persons servicing the License Area on behalf of the LICENSEE also pay their
employees no less than the greater of the Federal or California Minimum Wage.

12 LICENSEE shall comply and verify that its contractors comply with all other
14 Federal and State of California laws for minimum wage, overtime pay, record
keeping, and child labor standards pursuant to the servicing of the License Area
16 or terms and conditions of this License.

18 Notwithstanding the minimum wage requirements provided for in this clause,
LICENSEE, where applicable, shall comply with the prevailing wage and related
20 requirements, as provided for in the Clause (LABOR CODE COMPLIANCE) of
this License.

22 **17. BEST MANAGEMENT PRACTICES (AMLC 15.1 S)**

24 LICENSEE and all of LICENSEE'S, agents, employees and contractors shall
26 conduct operations under this License so as to assure that pollutants do not
enter municipal storm drain systems which systems are comprised of, but are not
28 limited to curbs and gutters that are part of the street systems ("Stormwater
Drainage System"), and to ensure that pollutants do not directly impact
30 "Receiving Waters" (as used herein, Receiving Waters include, but are not
limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

32 The Santa Ana and San Diego Regional Water Quality Control Boards have
34 issued National Pollutant Discharge Elimination System (NPDES) permits
("Stormwater Permits") to the County of Orange, and to the Orange County Flood
36 Control District (DISTRICT) and cities within Orange County, as co-permittees
(hereinafter collectively referred to as "County Parties") which regulate the
38 discharge of urban runoff from areas within the County of Orange, including the
License Area. The County Parties have enacted water quality ordinances that
40 prohibit conditions and activities that may result in polluted runoff being
discharged into the Stormwater Drainage System.

42 To assure compliance with the Stormwater Permits and water quality ordinances,
44 the County Parties have developed a Drainage Area Management Plan (DAMP)
which includes a Local Implementation Plan (LIP) for each jurisdiction that
46 contains Best Management Practices (BMPs) that parties using properties within
Orange County must adhere to. As used herein, a BMP is defined as a

2 technique, measure, or structural control that is used for a given set of conditions
4 to manage the quantity and improve the quality of stormwater runoff in a cost
6 effective manner. These BMPs are found within the COUNTY's LIP in the form of
8 Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance
10 Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred
12 to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention
14 and source control techniques to eliminate non-stormwater discharges and
16 minimize the impact of pollutants on stormwater runoff.

18 BMP Fact Sheets that apply to uses authorized under this License include the
20 BMP Fact Sheets that are attached hereto as "Exhibit D," attached hereto and by
22 reference made a part hereof. These BMP Fact Sheets may be modified during
24 the term of the License; and COUNTY's representative shall provide LICENSEE
with any such modified BMP Fact Sheets. LICENSEE, its agents, contractors,
representatives and employees and all persons authorized by LICENSEE to
conduct activities on the License Area shall, throughout the term of this License,
comply with the BMP Fact Sheets as they exist now or are modified, and shall
comply with all other requirements of the Stormwater Permits, as they exist at the
time this License commences or as the Stormwater Permits may be modified.
LICENSEE agrees to maintain current copies of the BMP Fact Sheets on the
License Area throughout the term of this License. The BMPs applicable to uses
authorized under this License must be performed as described within all
applicable BMP Fact Sheets.

26 LICENSEE may propose alternative BMPs that meet or exceed the pollution
28 prevention performance of the BMP Fact Sheets. Any such alternative BMPs
shall be submitted to the COUNTY's representative* for review and approval
prior to implementation.

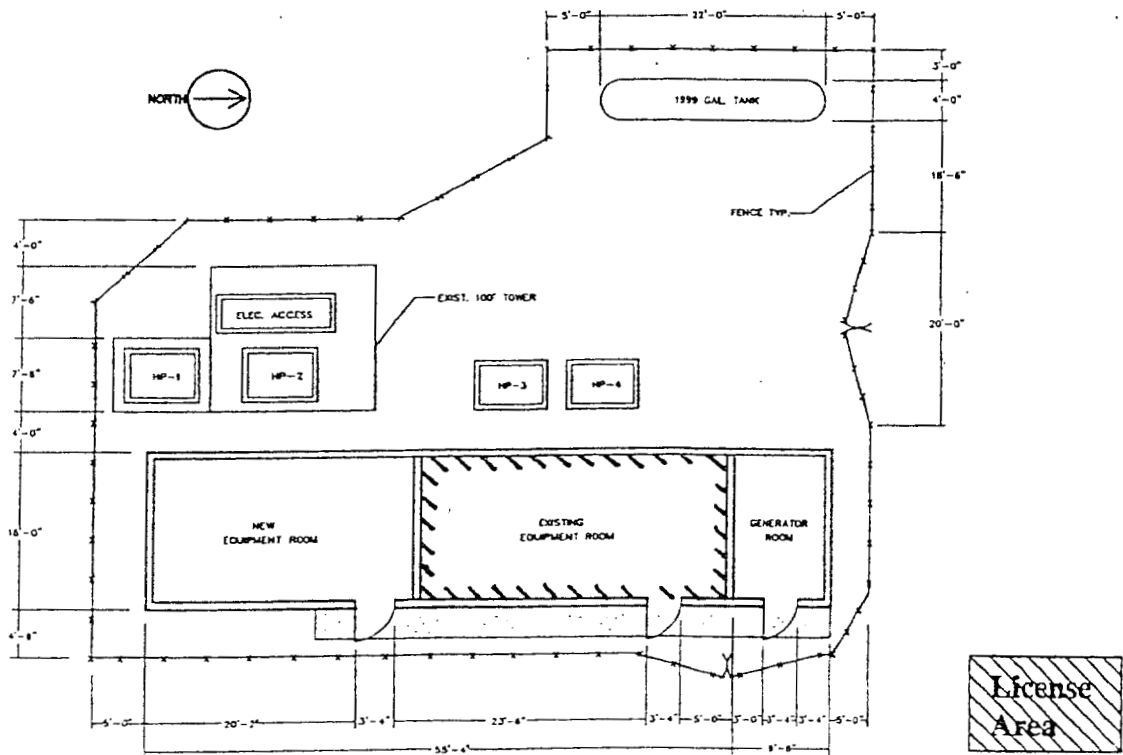
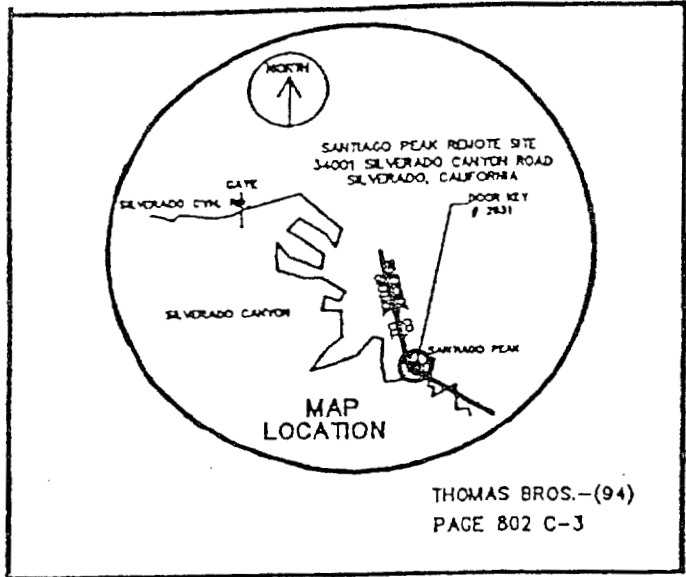
30 COUNTY's representative may enter the License Area and/or review
32 LICENSEE'S records at any time to assure that activities conducted on the
34 License Area comply with the requirements of this section. LICENSEE may be
required to implement a self-evaluation program to demonstrate compliance with
the requirements of this section.

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Site Plan

Plot Plan

Licensee: City of Long Beach
Santiago Peak Communications Facility
File No.: PM 1239-12-4
SHERIFF/COMMUNICATIONS

EXHIBIT A

COUNTY OF ORANGE
O.C.S.D./COMMUNICATIONS

Communication Site Tenant Equipment

Tenant	City of Long Beach
Site	Santiago Peak

Equipment Quantities

A	2w'x2d'x7½h full rack spaces	None	Total number of full rack floor spaces occupied
B	2w'x2d'x (<3½) half rack spaces	One	Total number of half rack spaces occupied
C	Additional space for accessories	None	Total additional square feet
D	County provisioned microwave circuits	One	Total number of DS0 channels assigned
E	Tenant microwave antennas	None	Total number of microwave dishes
F	Tenant land mobile antennas	One	Total number of land mobile antennas

Equipment Detail

B. Motorola UHF Quantar Base Station with circulator and duplexer

F. RFS 1151-4N Stationmaster Antenna

USDA Forest Service Technical Data Communication Type Land Use (Ref. FSM 2700)	INSTRUCTIONS: Applicant completes system items 1 to 16, and submit this form, license(s), along with an application to place communication equipment on National Forest System land. This form is authorized by Federal Land Policy and Management Act of 1976, P. L. 94-579 to evaluate the requested use and no authorization may be issued unless this form is completed.
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1. Applicants's Name: Long Beach, City of
 Street Address: 5580 Cherry Ave
 City State & Zip Ccde: Long Beach, Ca 90805-5504
 Telephone Number: (562) 570 - 4801

2. Location Applied For:
 Site Name: Santiago Peak Forest: Cleveland District: _____

3. Technical Data:

a. License number and call sign	<u>KMA651</u>
b. Date license issued	<u>08/26/1998</u> (mm/dd/yyyy)
c. FCC/NTIA eligibility	<u>90.20</u>
d. Class of service (FCC/NTIA symbol)	<u>PW-PUBLIC SAFETY POOL</u>
e. Type of emission (FCC/NTIA symbol)	<u>20KOF9W</u>
f. Transmit output power (watts)	<u>304 ERP</u>
g. Transmit output (Effective Radiated Power)	<u>75</u>
h. CTCSS control tone (Hz)	<u>141.3</u>
i. Receive frequency crystal	<u>465.500 MHz</u>
j. Receiver IF frequency 1	_____
frequency 2	_____
k. Receive frequency	<u>465.500 MHz</u>
l. Transmit frequency crystal	<u>460.500 MHz</u>
Multi 1	_____
Multi 2	_____
Multi 3	_____
Multi 4	_____
Output	_____

EXHIBIT B

4. Control Method: Wireline Repeater Radio Link Microwave Local Other
5. Control Frequency 460.500
6. Antenna Type: Omnidirectional Directional Polarization Gain 8 dB
 Height to top of antenna from ground level 5645 ft.; Dish Diameter _____ ft.
 Beam path with 0 deg.; Azimuth 0 deg.; Tilt 0 +/- deg.;
 Name of place beam goes to: n/a Beam path length 0 ft.
7. Tower Type: Pole – Guyed Self-Supporting Height _____ ft.
 Metal – Guyed Self-Supporting Height 5645 ft.
8. Ground elevation above sea level at the base of the tower 5645 ft.
9. Tower: Latitude: 33-42-35.1 N Longitude 117-32-5.2 W
10. Chief Engineer or Service company: _____
 Street Address: _____
 City _____ State _____ Zip Code _____
 Phone Number () - _____ Emergency Number () - _____
11. Will station have commercial power? Yes No
12. Will station have standby power plant? Yes No
13. Will station have commercial telephone? Yes No
 Area code and Phone number (562) 570 - 4801
14. Attached (check appropriate block(s)) :
 Current FCC License/NTIA Radio Frequency Authorization
 FCC License Application
 FCC Construction Permit with Land Owner (FS) sign-off

EXHIBIT B

RENT SCHEDULE

One Rack Space (2' x 2' floor space x 7½' high) (Mounting space for one UHF/VHF Antenna is included in the charge for a rack space)	\$3,200/year
One-Half Rack Space (2' x 2' floor space x 3¾' high) (Mounting space for one UHF/VHF Antenna is included in the charge for a rack space)	\$1,760/year
Space for Battery Chargers, Batteries, Cavities, etc. (If this equipment occupies space that would normally be used as radio floor space, the charge will then be for rack space)	\$ 750 per square foot/year
Microwave Antenna Surcharge/per antenna	\$1,500/year
Circuit Charge for use of COUNTY Microwave	\$ 600/year/circuit
UHF/VHF Antenna Surcharge (This will be charged if more than one antenna is installed per one rack or one-half rack space)	\$ 300/year

EXHIBIT C

SERVICE CHARGES

OCSD/Communications Division -- Board Approved Rates

- A. Charges as provided in Clause 11 (Service Charges) - \$88.00 per hour plus parts and/or delivery plus ten percent of parts cost**

- B. Site Access/Escort Fee as provided in Clause 14 (Access) - \$76.00 per hour**

Exhibit D

IC11. OUTDOOR PROCESS EQUIPMENT OPERATIONS AND MAINTENANCE

Best Management Practices (BMPs)

A BMP is a technique, measure or structural control that is used for a given set of conditions to improve the quality of the stormwater runoff in a cost effective manner¹. The minimum required BMPs for this activity are outlined in the box to the right. Implementation of pollution prevention/good housekeeping measures may reduce or eliminate the need to implement other more costly or complicated procedures. Proper employee training is key to the success of BMP implementation.

The BMPs outlined in this fact sheet target the following pollutants:

Targeted Constituents	
Sediment	x
Nutrients	
Floatable Materials	
Metals	x
Bacteria	
Oil & Grease	x
Organics & Toxicants	x
Pesticides	
Oxygen Demanding	

MINIMUM BEST MANAGEMENT PRACTICES

Pollution Prevention/Good Housekeeping

- Conduct activities indoors and/or under covered areas
- Inspect equipment regularly.

Stencil storm drains

Training

- Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
- Provide on-going employee training in pollution prevention.

Provided below are specific procedures associated with each of the minimum BMPs along with procedures for additional BMPs that should be considered if this activity takes place at a facility located near a sensitive waterbody. In order to meet the requirements for medium and high priority facilities, the owners/operators must select, install and maintain appropriate BMPs on site. Since the selection of the appropriate BMPs is a site-specific process, the types and numbers of additional BMPs will vary for each facility.

- 1. Alter activities to prevent exposure of pollutants to stormwater.**
 - Perform activities during dry periods.
 - Move activities indoors.
 - Replace toxic materials with benign materials.
- 2. Cover process equipment/area with a permanent roof.**
- 3. Design process area to prevent stormwater runoff.**
 - Grade and/or berm the area to prevent runoff.
 - Position roof downspouts to direct stormwater away from the area.
- 4. Design process area to contain spills.**
 - Place equipment on an impervious surface, or install a drip pan under potential leak points.
 - Construct a berm around the process equipment to contain spills.
 - Install drains connected to the public sewer or the facility's process wastewater system within these contained areas. **DO NOT** discharge to a public sewer until contacting the local sewer authority to find out if pretreatment is required. If discharge to the sanitary sewer is not allowed, pump water to a tank and dispose of properly.

¹ EPA " Preliminary Data Summary of Urban Stormwater Best Management Practices"

5. **Inspect equipment regularly.**
 - Conduct regular and frequent inspection of equipment for leaks, malfunctions, staining on and around equipment, and other evidence of leaks.
 - Develop a standard methodology for reporting inspection results.
 - Develop a procedure for taking action on items in the report, responding to leaks, cleaning up spills, and completing repairs to prevent future leaks.
6. **If possible, eliminate or reduce the amount of hazardous materials and waste by substituting non-hazardous or less hazardous material:**
 - Use non-caustic detergents instead of caustic cleaning for parts cleaning.
 - Use a water-based cleaning service and have tank cleaned. Use detergent-based or water-based cleaning systems in place of organic solvent degreasers.
 - Replace chlorinated organic solvents with non-chlorinated solvents. Non-chlorinated solvents like kerosene or mineral spirits are less toxic and less expensive to dispose of properly. Check list of active ingredients to see whether it contains chlorinated solvents.
 - Choose cleaning agents that can be recycled.
7. **Recycled wastes whenever possible**
 - Recycling is always preferable to disposal of unwanted materials.
 - Separate wastes for easier recycling. Keep hazardous and non-hazardous wastes separate, do not mix used oil and solvents, and keep chlorinated solvents separate from non-chlorinated solvents.
 - Label and track the recycling of waste material (e.g. used oil, spent solvents, batteries). Purchase recycled products to support the market for recycled materials.

Training

1. **Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.**
2. **Train employees on proper spill containment and cleanup.**
 - Establish training that provides employees with the proper tools and knowledge to immediately begin cleaning up a spill.
 - Ensure that employees are familiar with the site's spill control plan and/or proper spill cleanup procedures.
 - BMP IC17 discusses Spill Prevention and Control in detail.
3. **Establish a regular training schedule, train all new employees, and conduct annual refresher training.**
4. **Use a training log or similar method to document training.**

Stencil storm drains

Storm drain system signs act as highly visible source controls that are typically stenciled directly adjacent to storm drain inlets. Stencils should read "No Dumping Drains to Ocean".

References

California Storm Water Best Management Practice Handbook. Industrial and Commercial. 2003.
www.cabmphandbooks.com

California Storm Water Best Management Practice Handbooks. Industrial/Commercial Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. March 1993.

Model Urban Runoff Program: A How-To Guide for Developing Urban Runoff Programs for Small Municipalities. Prepared by City of Monterey, City of Santa Cruz, California Coastal Commission, Monterey Bay National Marine Sanctuary, Association of Monterey Bay Area Governments, Woodward-Clyde, Central Coast Regional Water Quality Control Board. July 1998 (Revised February 2002 by the California Coastal Commission).

For additional information contact:

County of Orange
Watershed & Coastal Resources
Stormwater Program
(714)567-6363
or visit our website at:
www.ocwatersheds.com