

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

639



**FROM:** Riverside County Information Technology (RCIT)

**SUBMITTAL DATE:**  
September 30, 2014

**SUBJECT:** Delegation of authority to Chief Information Officer to enter into license agreements for space at the Riverside County Collaboration Center (RC3) pursuant to Riverside County Ord. No. 861, 2nd District; [\$0 total]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Delegate authority, pursuant to Riverside County Ordinance No. 861, to the Chief Information Officer (CIO) or his/her designee to enter into license agreements with customers to provide rack and square footage space at RC3 and other related documents, not to exceed a ten (10) year term and \$15,000 per month per customer;
2. Approve the license agreement specific to data center space.

**BACKGROUND:**

**Summary**

(Continued on page 2)

*Christopher Hans*

Christopher Hans  
Interim Chief Information Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

<b>SOURCE OF FUNDS:</b> Customer Billings	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 14/15

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Jennifer L. Sargent*  
Jennifer L. Sargent

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL  
BY: *Patricia Munroe*  
DATE: 9/18/14

FORM APPROVED COUNTY COUNSEL  
BY: *Anita C. Willis*  
DATE: \_\_\_\_\_  
Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Delegation of authority to Chief Information Officer or his/her designee to enter into**  
**contract for services at RC3; 2nd District, [\$0 total]**

**DATE: September 30, 2014**

**PAGE: 2 of 2**

**BACKGROUND:**

**Summary (continued)**

On November 26, 2013, (M.O. 3-20), the Board of Supervisors approved the purchase of the data center assets, now called the Riverside County Collaboration Center (RC3), located at 1960 Chicago Ave, Building F, in Riverside.

It is the intent of RCIT to make available for sublease or license to a public or private entity any space not needed for county operations. Surveys of potential future customers indicate that a key consideration would be the County's ability to complete a contract and move customer into the facility quickly, which is typical in the industry.

As part of the annual rate development process, the Board of Supervisors adopted RCIT's recommended fees for data center services. There are two monthly fees for the data center: (1) a fee of \$53.79 per rack unit, and (2) floor space of \$17.93 per square foot. These rates are built on a cost recovery model and will be charged to all customers through the license agreements. RCIT will offer only Board approved rates.

In order to meet expected future customer needs and to facilitate county revenue increases, RCIT requests the authority to enter into contracts with customers to provide subleases or licenses for rental space up to \$15,000 per month, not to exceed a ten (10) year term. Contracts greater than \$15,000 per month will be presented to the Board of Supervisors for consideration and action. RCIT has worked with County Counsel to create a template license agreement and any changes to the template will be submitted for approval to County Counsel. RCIT will monitor the public-private facility use, as required in the financing terms, and will provide an update to the Board semi-annually on approved license agreements.

**Impact on Citizens and Businesses**

RC3 is a tier 3 data center that is uniquely positioned to be a community asset that can provide services to private and public sector customers. By design and function, RC3 has the capability to provide the physical security, cooling and power required of a high level data center.

It is anticipated that Riverside County will be the largest customer within the facility, ultimately occupying approximately 50% of the available space. This affords the opportunity to make available the remaining space to additional customers including other governments, schools, financial institutions, health service providers and other private entities. RC3 will provide rental space to all customers at the same Board adopted rates, whether they are county departments and agencies, or private sector businesses. All contracts for service will be based on the current and future Board adopted rates.

**Contract History and Price Reasonableness**

All contracts for service will be based on the current and future Board adopted rates. Contract templates have been created in partnership with County Counsel and comply with county requirements.

**Attachments**

Data Center License Agreement

## DATA CENTER LICENSE AGREEMENT

This LICENSE AGREEMENT (“License”) is made \_\_\_\_\_, 2014, by and between the **County of Riverside**, a political subdivision of the State of California (hereinafter referred to as “County”) and \_\_\_\_\_ (hereinafter referred to as “Licensee”). County and Licensee may be referred to collectively herein as “the Parties.”

### 1. PREMISES

County leases to Licensee a portion of that certain property known as the **Riverside County Collaboration Center, or RC3 (the “Data Center”)**, containing rentable square feet, hereinafter referred to as “Premises,” described in Exhibit “A,” which exhibit is attached hereto and by reference made a part hereof.

The Premises also includes non-exclusive use of common areas, including County’s washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, other facilities and common areas appurtenant to Licensee’s Premises.

### 2. LIMITATION OF OCCUPANCY

Licensee acknowledges that Licensee has conducted a complete and adequate investigation of the Premises and that Licensee has accepted the Premises in its “as is” condition, subject to the County’s covenants contained herein.

### 3. USE

Licensee’s use of the Premises shall be limited to installation, operation, and maintenance of data and network services equipment for \_\_\_\_\_. Licensee agrees not to use the Premises for any other purpose nor to engage in or permit any other activity on, within or from the Premises. Licensee agrees not to conduct or permit to be conducted any public or private nuisance in, on, or from the Premises, or to commit or permit to be committed any waste within the Premises.

- A. The Data Center is a secure facility and access to the Premises is possible via key or security badge. The County shall issue to Licensee all necessary keys or security badges and retains the right to limit the number of keys or security badges issued and approve/disapprove issuance of badges to individuals.
- B. Temporary Closure: Licensee acknowledges that the County may need to temporarily shut down the Data Center and its systems for unexpected repairs. County shall provide Licensee with written notification should a shut down become necessary unless an emergency circumstance prevents such notification.
- C. The operation of Licensee’s data and network services equipment may require an unspecified number of telephone, data, and internet access lines. Licensee shall be responsible for all costs associated with the installation of all telephone, data, and internet access lines on the Premises.

D. **COUNTY APPROVAL OF COLOCATION CLIENT TENANCY:** Licensee must receive prior written review and approval from County of any sublicense to Licensee clients. County strictly prohibits firms that engage in unlawful or illegal business or support companies and nations that have been placed on Federal or State watch lists, or have covenant restrictions, tariffs, and/or liens which prohibit being located on County’s property.

**4. TERM**

The term of this License shall be \_\_\_\_\_ ( ) years commencing \_\_\_\_\_ (“Commencement Date”) and ending on \_\_\_\_\_, unless terminated earlier in accordance with the terms of this License.

**5. OPTION TO TERMINATE LICENSE**

County or Licensee shall have the option to terminate this License at any time after the first one-hundred-eighty (180) days by giving the other party at least sixty (30) days prior written notice.

**6. RENT**

Licensee agrees to pay the following monthly rent in accordance with the schedule below, which shall be payable monthly in arrears on the first day of each month so long as tenancy continues. In the event the obligation to pay rent terminates on some date other than the last day of the month, the rent shall be prorated to reflect the actual period of tenancy and shall be paid on the first day of the following month.

Months	Rental per Rack U (RU)	Licensee Units (RU)	Rental per Sq Ft	Licensee Units (SQFT)	Monthly Rental
	53.79		17.93		

The rental rates may be changed by the Board of Supervisors twelve (12) months after the Commencement Date of this License. Licensee has sixty (60) days from being notified of the new rate to terminate this License with 30 days prior written notice to the County. Should Licensee not give said notice, Licensee is deemed to have agreed to the new rate, which shall become effective on the date provided in the notice from County.

**7. CONSTRUCTION AND/OR ALTERATION BY LICENSEE**

A. County’s Consent. No structures, improvements, or facilities shall be constructed, erected, altered, or made within the Premises without prior written consent of the County Chief Information Officer (CIO) or his/her designee. Notwithstanding the foregoing, Licensee shall submit its initial space plan for the County CIO’s approval prior to Licensee’s occupancy. Any conditions relating to the manner, method, design, and construction of said structures, improvements, or facilities fixed by the CIO or his/her designee as a condition to granting such consent, shall be conditions hereof as though originally stated herein.

- B. Strict Compliance with Plans and Specifications. All improvements constructed by Licensee within the Premises shall be constructed in strict compliance with detailed plans and specifications approved by the CIO or his/her designee.

## **8. OWNERSHIP OF IMPROVEMENTS AND EQUIPMENT**

- A. All improvements and facilities, exclusive of trade fixtures, constructed or placed within the Premises by Licensee must, upon completion, be free and clear of all liens, claims, or liability for labor or material and at County's option shall become the property of County at the expiration of this License or upon earlier termination hereof. County retains the right to require Licensee, at Licensee's cost, to remove any or all Licensee improvements located within the Premises at the expiration or termination hereof.
- B. Any equipment placed within the Premises by Licensee or a Licensee sublicensee, not wholly owned by Licensee or a Licensee sublicensee shall not provide as a remedy for default in the contract applicable to said equipment an option for a creditor or similar entity, to enter the Premises to remove said equipment. Licensee shall include in any sublease a requirement for any sublicensee to comply with this clause.

## **9. UTILITIES**

County shall be responsible for and pay utility services supplied to the Premises.

## **10. MAINTENANCE OBLIGATIONS OF LICENSEE**

Licensee, at Licensee's sole cost, agrees to maintain the Premises and all furnishings and equipment, if applicable, and improvements constructed thereon in good order and repair, and to keep said Premises in a neat, clean, orderly, safe, and sanitary condition. Said maintenance includes, but is not limited to, the prevention of accumulation of any refuse or waste materials that might constitute a fire hazard or a public or private nuisance. Failure of Licensee to properly maintain and repair the Premises shall constitute a breach of the terms of this License.

## **11. MAINTENANCE OBLIGATIONS OF COUNTY**

County shall repair and maintain the interior/exterior walls; floor; ceilings; plumbing systems; heating and air-conditioning systems; fluorescent ceiling-mounted electric light fixtures; bulbs for fluorescent lights and related switches; windows; County-owned doors and locks; gas lines; and electric lines within the Premises. County shall provide janitorial services and supplies to the extent that such services are typically provided to County offices surrounding the Premises.

## **12. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS**

In the event of damage to or destruction of County-constructed or installed improvements, equipment or fixtures located within the Premises or in the event County-installed improvements, equipment or fixtures located within the Premises are declared unsafe or unfit for use or occupancy by a public entity with the authority to make and enforce such declaration, County shall, within thirty (30) days, commence and diligently pursue to complete the repair, replacement, or reconstruction of improvements to the same size and floor area as they existed immediately prior to the event causing

the damage or destruction, as necessary to permit full use and occupancy of the Premises for the purposes required by the License.

### 13. INSURANCE

Licensee shall during the term of this License, procure at its sole cost and expense and keep in full force and effect, the following insurance provisions:

(a) Workers' Compensation. Procure and maintain Workers' Compensation Insurance as prescribed by the laws of the State of California.

(b) Comprehensive General Liability. Procure and maintain Comprehensive Broad Form General Liability insurance coverage that shall protect Licensee from claims including, but not limited to, damages for premises liability, contractual liability, personal and advertising injury (broad form) which may arise from or out of Licensee's operation use and management of the licensed premises and grounds or the performance of its obligations hereunder, whether such operations, use or performance be by Licensee, by any subcontractor, vendor, or by anyone employed directly or indirectly by either of them or volunteers serving either of them. Such insurance shall name County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents or representatives as additional insureds with respect to this License and the obligations hereunder with limits not less than \$1,000,000 per occurrence combined single limit. Policy shall provide for \$5,000 in medical payments coverage per occurrence, and fire legal liability in an amount not less than \$50,000 per occurrence.

(c) Vehicle Liability. Licensee shall procure auto liability as required by the State of California.

(d) All Risk Real and Personal Property.

(1) The licensed premises will continue to remain insured by the County Property Program at no additional cost to Licensee. The County of Riverside shall continue to be responsible for all risk, earthquake and flood deductibles.

(2) The licensed premises will continue to remain insured by the County Boiler and Machinery Program. The County of Riverside shall continue to be responsible for any and all deductibles relating to Boiler and Machinery insurance coverage.

(e) General Insurance Provisions.

(1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by County Risk Manager, and such carrier(s) shall have an A.M. BEST rating of not less than an A:VII (A:8). In addition, any deductibles or self-insured retentions must be declared by such carrier(s) and such deductibles and retentions shall have the prior consent, in writing, from the County Risk Manager and, at the election of the County Risk Manager, such carriers shall be notified in writing and shall either: (1) reduce or eliminate such deductibles or self-insured retentions relating to the County of Riverside, its officers, employees or agents, or (2) procure a bond which guarantees payment of losses and related investigations, claim(s) administration and defense expenses and costs. If no written notice is received from County Risk Manager within ten (10) days of the acceptance of agreement then such deductibles or self-insured retentions shall be deemed acceptable.

(2) Licensee shall cause its insurance carrier(s) to furnish the County of Riverside with either (1) properly executed original Certificate(s) of Insurance and certified original copies of

endorsements effecting coverage as required herein, or (2) if requested to do so, in writing, by County Risk Manager, provide original Certified copies of policies including all endorsements and any and all attachments thereto, showing that such insurance is in full force and effect, and County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives are named as additional insureds with respect to this License and the obligations of Licensee hereunder. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days' written notice shall be given to the County of Riverside prior to any modification, cancellation, expiration or reduction in coverage of such insurance. In the event of any such modification, cancellation, expiration or reduction in coverage and on the effective date thereof, this License shall terminate forthwith, unless the County of Riverside receives prior to such effective date another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Licensee shall not occupy or otherwise use the licensed premises until the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

(3) It is understood and agreed to by the parties, and the insurance company(s), Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary and County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(f) Professional Liability. Licensee shall procure and maintain professional liability insurance coverage to protect from any liability whatsoever based on or asserted by any claim, act or omission of Licensee, its officers, agents, employees, subcontractors and independent contractors, relating to or in any way connected with or arising from the agreement and/or for any error or omission by Licensee its employees, agents, Officers or subcontractors. The amount of such insurance shall not be less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in the aggregate.

#### **14. ASSIGNING, SUBLETTING AND ENCUMBERING PROHIBITED**

Any mortgage, pledge, hypothecation, encumbrance, transfer, sublease or assignment (hereinafter referred to collectively as "**Encumbrance**") of Licensee's interest in the Premises, or any part or portion thereof without County approval (which approval may be provided by County at its sole discretion) is prohibited. Any attempted Encumbrance shall be null and void and shall confer no right, title, or interest in or to this License.

#### **15. HAZARDOUS MATERIALS**

- A. Definition of Hazardous Materials. For purposes of this License, the term "**Hazardous Material**" or "**Hazardous Materials**" shall mean any hazardous or toxic substance, material, product, byproduct, or waste which is or shall become regulated by any governmental entity, including, without limitation, the County acting in its governmental capacity, the State of California or the United States government.

- B. Use of Hazardous Materials. Licensee or Licensee's employees, agents, independent contractors or invitees (collectively "Licensee Parties") shall not cause or permit any Hazardous Materials to be brought upon, stored, kept, used, generated, released into the environment or disposed of on, under, from or about the Premises (which for purposes of this clause shall include the subsurface soil and ground water). Notwithstanding the foregoing, Licensee may keep on or about the Premises small quantities of Hazardous Materials that are used in the ordinary, customary, and lawful cleaning of and business operations on the Premises. Said permitted Hazardous Materials shall be stored in a safe location and shall be disposed of in a manner provided by law.
- C. Licensee Obligations. If the presence of any Hazardous Materials on, under or about the Premises caused or permitted by Licensee or Licensee Parties results in (i) injury to any person, (ii) injury to or contamination of the Premises (or a portion thereof), or (iii) injury to or contamination of any real or personal property wherever situated, Licensee, at its sole cost and expense, shall promptly take all actions necessary or appropriate to return the Premises to the condition existing prior to the introduction of such Hazardous Materials to the Premises and to remedy or repair any such injury or contamination. Without limiting any other rights or remedies of County under this License, Licensee shall pay the cost of any cleanup or remedial work performed on, under, or about the Premises as required by this License or by applicable laws in connection with the removal, disposal, neutralization or other treatment of such Hazardous Materials caused or permitted by Licensee or Licensee Parties. Notwithstanding the foregoing, Licensee shall not take any remedial action in response to the presence, discharge or release, of any Hazardous Materials on, under or about the Premises caused or permitted by Licensee or Licensee Parties, or enter into any settlement agreement, consent decree or other compromise with any governmental or quasi-governmental entity without first obtaining the prior written consent of County. All work performed or caused to be performed by Licensee as provided for above shall be done in good and workmanlike manner and in compliance with plans, specifications, permits and other requirements for such work approved by County.
- D. Indemnification for Hazardous Materials. To the fullest extent permitted by law, Licensee hereby agrees to indemnify, hold harmless, protect and defend (with attorneys acceptable to County) County, its elected officials, officers, employees, agents, independent contractors, and the Premises from and against any and all liabilities, losses, damages (including, but not limited, damages for the loss or restriction on use of rentable or usable space or any amenity of the Premises or damages arising from any adverse impact on marketing and diminution in the value of the Premises), judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and all other professional or consultant's expenses), whether foreseeable or unforeseeable, arising directly or indirectly out of the presence, use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous Materials on, into, from, under or about the Premises by Licensee or Licensee Parties. The foregoing indemnity shall also specifically include the cost of any required or necessary repair, restoration, clean-up or detoxification of the Premises and the preparation of any closure or other required plans.

## 16. NOTICES



All notices pursuant to this License shall be addressed as set forth below, unless a different address is provided in writing to the other party.

TO: County

TO: Licensee

County of Riverside  
RCIT  
3450 14<sup>th</sup> Street  
Riverside, CA 92501

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: Chief Information Officer/RC3

Attn: \_\_\_\_\_

### **17. PERMITS AND LICENSES**

Licensee shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the operation of the Premises as set out herein. No permit, approval, or consent given hereunder by County, in its governmental capacity, shall affect or limit Licensee's obligations hereunder, nor shall any approvals or consents given by County, as a party to this License, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

### **18. AMENDMENTS**

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

### **19. INSPECTION**

County or its authorized representative shall have the right at all reasonable times to inspect the Premises to determine if the provisions of this License are being complied with.

### **20. GOVERNING LAW AND VENUE**

This agreement has been negotiated and executed in the State of California and 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 agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Riverside County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

### **21. INDEMNIFICATION AND HOLD HARMLESS**

Licensee shall defend, indemnify, and hold harmless County from and against all loss, damage, expense, liability and other claims, including, but not limited to, property damage, bodily injury or death, caused by or arising out of the acts or omissions of Licensee or its contractors, agents, invitees, members, trespassers or employees in connection with, but not limited to, the operation or

maintenance of its equipment or in connection with this License. When indemnifying County, Lessor shall defend at its sole cost and expense, including attorneys' fees, costs of investigation, defense and settlement awards based upon such liability on behalf of County. This section shall survive termination of this License.

## **22. TAXES AND ASSESSMENTS**

This License may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Premises or upon fixtures, equipment, or other property installed or constructed thereon, shall be the full responsibility of Licensee, and Licensee shall cause said taxes and assessments to be paid promptly.

## **23. SUCCESSORS IN INTEREST**

Unless otherwise provided in this License, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto, all of whom shall be jointly and severally liable hereunder.

## **24. PARTIAL INVALIDITY**

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

## **25. WAIVER OF RIGHTS**

The failure of County or Licensee 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 or Licensee 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.

## **26. DEFAULT BY LICENSEE**

A. The occurrence of any one or more of the following events shall constitute a default hereunder by Licensee and County may exercise the right to immediately terminate the License:

- 1) The abandonment or vacating of the Premises by Licensee;
- 2) The failure by Licensee to make any payment of rent or any other sum payable hereunder by Licensee, as and when due, where such failure shall continue for a period of six (6) calendar days after written notice thereof from County to Licensee;
- 3) The making by Licensee of any general assignment for the benefit of creditors; or, the appointment of a trustee or receiver to take possession of substantially all of Licensee's assets located at the Premises or of Licensee's interest in this License, where such seizure is

not discharged within thirty (30) days; or, Licensee's convening of a meeting of its creditors, or any class thereof, for the purpose of effecting a moratorium upon or composition of its debts. In the event of any such default, neither this License nor any interests of Licensee in and to the Premises shall become an asset in any of such proceedings. In any such event, and in addition to any and all rights or remedies of County provided hereunder or by law, it shall be lawful for County to declare the term hereof ended, re-enter the Premises, take possession thereof and remove all persons therefrom, and Licensee and its creditors (other than County) shall have no further claim thereon or hereunder.

B. The County may terminate the lease with ten (10) days' notice on the following condition:

1) The failure or inability by Licensee to observe or perform any of the provisions of this License to be observed or performed by Licensee, other than specified in A (1)-(3) above, where such failure shall continue for a period of ten (10) calendar days after written notice thereof from County to Licensee; provided, however, that if the nature of such failure is such that it can be cured by Licensee, but that more than ten (10) calendar days are reasonably required for its cure (for any reason other than financial inability), then Licensee shall not be deemed to be in default if Licensee shall commence such cure within said ten (10) calendar days, and thereafter diligently prosecutes such cure to completion.

## **27. HOLDING OVER**

In the event Licensee shall continue in occupancy of the Premises after the term of this License, such occupancy shall not be considered a renewal of this License but a month to month license and shall be governed by the conditions and covenants contained in this License.

## **28. CONDITION OF PREMISES UPON TERMINATION**

Except as otherwise agreed to herein, upon termination of this License, Licensee shall re-deliver occupancy of said Premises to County in substantially the same condition that existed immediately prior to Licensee's entry thereon, reasonable wear and tear excepted. References to the "Termination of the License" in this License shall include termination by reason of the expiration of the License term.

## **29. DISPOSITION OF ABANDONED PERSONAL PROPERTY**

If Licensee abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Premises fifteen (15) calendar days after such event shall, at County's option, be deemed to have been transferred to County. County 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.

## **30. COUNTY'S RIGHT TO RE-ENTER**

Licensee agrees to yield and peaceably deliver possession of the Premises to County on the date of termination of this License, whatsoever the reason for such termination.

Upon giving written notice of termination to Licensee, County shall have the right to re-enter and take possession of the Premises on the date such termination becomes effective without further notice of any kind and without institution of summary or regular legal proceedings. Termination of the License and re-entry of the Premises by County shall in no way alter or diminish any obligation of Licensee under the lease terms and shall not constitute an acceptance or surrender.

Licensee waives any and all right of redemption under any existing or future law or statute in the event of eviction from or dispossession of the Premises for any lawful reason or in the event County re-enters and takes possession of the Premises in a lawful manner.

### **31. PUBLIC RECORDS**

Any and all written information submitted to and/or obtained by County from Licensee or any other person or entity having to do with or related to this License and/or the Premises, either pursuant to this License or otherwise, at the option of County, may be treated as a public record open to inspection by the public pursuant to the California Public Records Act (Government Code, section 6250, et. seq.) as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public and Licensee hereby waives, for itself, its agents, employees, sublicensees, and any person claiming by, through or under Licensee, any right or claim that any such information is not a public record or that the same is a trade secret or confidential information and hereby agrees to indemnify and hold County harmless from any and all claims, demands, liabilities, and/or obligations arising out of or resulting from a claim by Licensee or any third party that such information is a trade secret, or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

### **32. RELATIONSHIP OF PARTIES**

The relationship of the parties hereto is that of County and Licensee, and it is expressly understood and agreed that County does not in any way or for any purpose become a partner of Licensee in the conduct of Licensee's business or otherwise, or a joint venture with Licensee, and the provisions of this License and the agreements relating to rent payable hereunder are included solely for the purpose of providing a method by which rental payments are to be measured and ascertained.

### **33. AUTHORITY TO EXECUTE**

The persons executing this License hereby warrant and represent that they have the authority to execute this License and warrant and represent that they have the authority to bind the respective parties to this License and to the performance of its obligations hereunder.

**34. APPROVAL BY COUNTY**

Anything to the contrary notwithstanding, this License shall not be binding or effective until its approval and execution by the Chairman of the Riverside County Board of Supervisors or its designee as specified by Board action.

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

COUNTY:  
County of Riverside, a  
Political subdivision of the State of  
California

LICENSEE:

By: \_\_\_\_\_  
Christopher M. Hans  
Interim Chief Information Officer

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

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

\_\_\_\_\_  
Patricia Munroe  
Deputy County Counsel