

Project: Heritage Platform  
Communications Sublease  
Location: Lease OCS-P 0182 in the Santa  
Ynez Unit, Santa Barbara Channel  
Folio: 002948

## COMMUNICATIONS SUBLEASE AGREEMENT

**THIS COMMUNICATIONS SUBLEASE AGREEMENT** (hereinafter "Agreement") is made by and between

and  
EXXON MOBIL CORPORATION, a New Jersey corporation (hereinafter "OPERATOR"),

COUNTY OF SANTA BARBARA, a political subdivision of the State of California (hereinafter "COUNTY")

with reference to the following:

**WHEREAS**, OPERATOR is the sole owner and operator of Platform Heritage, an offshore oil and natural gas production platform located in the Santa Barbara Channel on lease tract OCS-P 0182, approximately 25 miles west of the City of Santa Barbara (Lambert Zone coordinates  $x = 783933$  feet,  $y = 818088$  feet), identified on Exhibit "A" (hereinafter the "Property"); and

**WHEREAS**, there are specified mounting areas and an equipment room on the Property capable of supporting communications equipment, as shown and identified on Exhibit "B" (hereinafter the "Site"); and

**WHEREAS**, COUNTY operates a radio communications network throughout the County of Santa Barbara to support public safety services and improve emergency response times (hereinafter, the "County Network"), and has identified a section of the County Network in the unincorporated areas of Gaviota Beach and Hollister Ranch of Santa Barbara County that lacks adequate coverage, as shown on Exhibit "C"; and

**WHEREAS**, COUNTY wishes to enhance public safety radio coverage within the County Network by adding another communications site to the County Network, and has identified the Property as being the best available option; and

**WHEREAS**, OPERATOR and COUNTY desire to enter into an Agreement to provide for the installation and operation of a new microwave radio link and associated equipment (hereinafter "County Equipment"), as further identified on Exhibit "D", on the Site for the purpose of receiving and relaying communications signals between the Property and the existing County Network; and

**NOW THEREFORE**, in consideration of the terms and conditions hereinafter set forth, OPERATOR and COUNTY agree to the following:

1. **ADMINISTRATION AND ENFORCEMENT**: The provisions of this Agreement shall be administered and enforced for the COUNTY by the Director of COUNTY's General Services Department, or Director's Designee (hereinafter "Director").
2. **PURPOSE AND USE**: OPERATOR hereby grants to COUNTY the right to use the Site, as shown on Exhibit "B", on the terms and conditions set forth herein, for the transmission and reception of radio communication signals and for the construction, operation, maintenance, repair, replacement and removal of County Equipment pursuant to Section 8, *Equipment*. The parties agree that COUNTY shall have the right to make changes to and replacements of equipment which are of a substantially similar or "like-kind" nature without having to obtain the consent of the OPERATOR, provided such changes do not increase the square footage of the COUNTY's use of the Site nor change the visual impact or appearance of OPERATOR's Site and/or Property.
3. **ACCESS TO SITE**: COUNTY shall have authorization to enter the Property to gain access to the Site, subject to the other limitations and/or restrictions contained herein. Except in cases of emergency declared by the Director, COUNTY will get prior written approval, including electronic mail, from OPERATOR for the specific dates on which COUNTY will have access by requesting such access in writing, including electronic mail, from OPERATOR at least two days in advance of the requested dates. COUNTY shall comply with any and all OPERATOR security programs and/or policies as they relate to the Property and shall coordinate all access to the Property with the OPERATOR. OPERATOR shall not unreasonably withhold authorization to enter Property or access the Site.
4. **PERMITTED PERSONNEL**: COUNTY agrees that it will not authorize nor permit any person upon the Site except those with prior authorization from OPERATOR. Except for the sole negligence, active negligence or willful misconduct of the OPERATOR, the COUNTY shall be responsible for all actions of its agents, employees, contractors and sub-contractors and shall be responsible for any damages resulting from their actions, including the negligence of a party. OPERATOR shall be entitled to revoke COUNTY'S personnel access to the Property and Site immediately if the actions of any member of COUNTY'S personnel, in the sole and reasonable opinion of OPERATOR, endangers the Property and Site or the persons located thereon, or interfere with OPERATOR'S operations.
5. **CONSIDERATION**: COUNTY shall have the right to use the Site rent-free during the term of this Agreement, in accordance with Section 6, *TERM*. As part of the consideration for COUNTY's use of the Site, COUNTY shall continue to provide public safety services to the community, including OPERATOR.
6. **TERM**: The term of this Agreement shall be for a period of twenty (20) years, commencing on the date executed by COUNTY (hereinafter "Commencement Date"), subject to the other provisions for termination, extension, and renewal as herein contained.
7. **EXTENSION AND RENEWAL**: At the end of the initial term, provided COUNTY is in compliance with all terms and conditions of this Agreement, the Agreement shall be automatically



extended for one (1) additional term of five (5) years, on the same terms and conditions as provided herein, unless notice of termination is received by either party at least sixty (60) days prior to expiration of the term.

8. **EQUIPMENT**: All items listed in Exhibit "D" as County Equipment shall be provided and paid for by COUNTY. COUNTY shall be solely responsible for the installation, maintenance, repair, alteration, replacement and removal of County Equipment, and all title thereto shall remain vested with COUNTY. COUNTY shall have the right to make changes to and replacements of equipment, in accordance with Section 2, *Purpose and Use*.

9. **NO OTHER GRANT OF RIGHTS**: Except as expressly provided herein, nothing in this Agreement shall be construed to confer upon COUNTY any ownership interest, right or title in the Site and/or Property, its premises and appurtenances, or any part thereof whatsoever.

10. **CONSTRUCTION AND IMPROVEMENTS**: COUNTY shall install County Equipment and improvements in accordance with the policies and procedures set forth by OPERATOR, and shall authorize only those contractors and vendors previously approved in writing by OPERATOR. COUNTY shall keep leasehold and improvements free and clear of liens for labor and materials. Title to all County Equipment and improvements constructed or installed by or for COUNTY pursuant to this Agreement shall vest with COUNTY.

11. **RELOCATION OF EQUIPMENT**. OPERATOR reserves the right to require COUNTY to relocate County Equipment elsewhere on the Site to a mutually agreeable location, provided that OPERATOR provides COUNTY with reasonable notice and OPERATOR bears the sole expense of said relocation.

12. **MAINTENANCE AND REPAIR**: COUNTY agrees to keep in good maintenance and repair, at its sole expense, all County Equipment. OPERATOR agrees to keep the Site, including the equipment room and mounting areas, maintained in accordance with applicable laws, regulations, and/or final orders.

13. **SITE SUITABILITY**: COUNTY has investigated the Site and Property and has determined they are suitable for COUNTY's intended operations and therefore, COUNTY hereby accepts, by way of executing this Agreement, the Site and Property in their existing condition.

COUNTY ACKNOWLEDGES THAT, EXCEPT AS STATED HEREIN, OPERATOR HAS MADE NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION OF THE SITE AND/OR PROPERTY OR THE SUITABILITY, CONDITION, QUALITY, OR DESIGN OF SAME FOR THE INTENDED USE BY COUNTY.

14. **COMPLIANCE WITH LAWS, PERMITS AND REGULATIONS**: COUNTY shall install, construct, operate and maintain County Equipment in accordance with all procedures and requirements that OPERATOR may from time to time prescribe, and in accordance with applicable laws, regulations, and/or final orders including, but not limited to, those issued by the Federal Communications Commission (FCC), Occupational Safety and Health Administration (OSHA), the Bureau of Safety and Environmental Enforcement (BSEE), and the Jones Act requirements related to the transportation of persons and property on coastwise qualified vessels and further agrees and

acknowledges that OPERATOR is not in any way undertaking to participate in any portion of such transportation. COUNTY shall obtain all necessary permits for such work prior to construction and installation, and unless there is a reasonable objection in the sole opinion of OPERATOR, OPERATOR agrees to execute and deliver any applications, maps, certificates or other documents that may be required in connection with COUNTY's permit applications.

15. **AUTHORITY AND QUIET ENJOYMENT**: OPERATOR represents and warrants that:

- A. OPERATOR has the full right, power, and authority to execute this Agreement;
- B. OPERATOR has obtained all necessary approvals and consents to enter into this Agreement as may be necessary from governmental regulatory agencies or departments; and
- C. COUNTY may peacefully and quietly enjoy the Site and such access thereto as provided for herein, provided that COUNTY is not in default hereunder after notice and expiration of all cure periods.

16. **SUCCESSORS IN INTEREST**: This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the permitted successors or assigns of the parties hereto.

17. **ABANDONMENT**: COUNTY shall not abandon, vacate or surrender its use of the Site at any time during the term of this Agreement. If COUNTY does abandon, vacate or surrender use of Site, this Agreement and all of COUNTY's rights thereto shall, at the option of OPERATOR, terminate after notice and the right to cure as provided in Section 22, *Remedies*. OPERATOR shall memorialize such termination via notice to COUNTY.

18. **SURRENDER AND RESTORATION**: Upon expiration or termination of this Agreement, COUNTY shall vacate the Site and surrender any claim to use or enter upon the Site and/or Property. COUNTY shall remove County Equipment pursuant to Section 19, *Removal of Property*, and shall restore the Site to the condition existing prior to the installation of County Equipment, reasonable wear and tear excepted, within ninety (90) days of expiration or termination.

19. **REMOVAL OF PROPERTY**: COUNTY shall remove all County Equipment upon expiration of this Agreement or within ninety (90) days of earlier termination, abandonment, vacation, and/or surrender under other provisions of this Agreement. Any property belonging to COUNTY left on the Site or Property after such time shall be deemed abandoned at the option of the OPERATOR, and title to such shall pass to OPERATOR.

20. **DESTRUCTION**: If the Site and/or Property are partially or totally destroyed by fire or other casualty, this Agreement, at either party's option, shall terminate.

21. **DEFAULT**: Except as otherwise required herein, should either party at any time be in default hereunder with respect to any material term, covenant, condition or reservation contained herein, the non-defaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of forty-five (45) calendar days from such notice, this Agreement shall terminate at the option of the non-defaulting party, unless the cure of such default



shall reasonably take more than forty-five (45) calendar days, in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

22. **REMEDIES:** In the event of a default or breach, the parties may exercise any right or remedy at law or in equity which exists by reason of such default or breach, including, but not limited to the following:

- A. The non-defaulting party may waive the default or breach;
- B. The non-defaulting party may maintain this Agreement in full force and effect, and recover whatever monetary loss(es), if any, may have resulted from such default or breach without terminating COUNTY's right to use and access the Site;
- C. Where OPERATOR is the non-defaulting party, OPERATOR may terminate this Agreement.
- D. Where COUNTY is the non-defaulting party, COUNTY may terminate this Agreement and surrender possession.
- E. In the event of termination by either party, the rights and obligations of the parties shall cease and terminate. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

23. **WAIVER:** It is further understood and agreed that any waiver, express or implied, of any breach of any term of this Agreement shall not be a waiver of any subsequent breach or any other provision of this Agreement.

24. **TERMINATION:** This Agreement shall terminate and all rights of COUNTY hereunder shall cease and COUNTY shall quietly and peacefully vacate the Site and Property pursuant to the following conditions:

- A. Upon expiration or earlier termination of the Agreement as provided in Section 6, *Term*; or
- B. Upon abandonment as provided in Section 17, *Abandonment*; or
- C. As provided in Section 20, *Destruction*; or
- D. Upon the failure of either party to satisfy, observe or perform any of the covenants or conditions set forth in this Agreement and the expiration of the cure period as provided in Section 21, *Default*; or
- E. Upon the expiration of six (6) months after delivery of written notification to terminate by either party, which notice may be given with or without cause.

25. **NON-INTERFERENCE:** COUNTY shall not interfere, nor permit those under its control, including, but not limited to, its employees, representatives, agents, officers, contractors, invitees,

volunteers, and agents, to interfere with OPERATOR's operations and/or use of the Site or Property in any manner that will constitute waste, nuisance, or unreasonable annoyance to OPERATOR or the general public. COUNTY shall terminate said interference immediately upon notice from OPERATOR.

26. **OPERATOR'S RESERVATION OF RIGHTS**: OPERATOR and OPERATOR's agents, contractors, employees, representatives and/or invitees, reserve the right, at any and all times, to enter upon the Site and Property to survey, inspect, or for any other lawful purpose.

27. **INDEMNIFICATION AND INSURANCE**: The parties shall comply with indemnification and insurance provisions as set forth in Exhibit "E".

28. **NOTICES**: Any notice to be given to either party, by the other, shall be in writing and shall be served, either personally or by registered or certified mail to the following:

COUNTY: Santa Barbara County General Services Department  
Information and Communications Technology Division  
Attn: Communications Manager  
4568 Calle Real, Bldg. "C"  
Santa Barbara, CA 93110  
Telephone: (805) 681-5581

OPERATOR: Exxon Mobil Corporation  
Attn: Commercial & Land Manager  
UOG U.S. Conventional  
22777 Springwoods Village Parkway  
Spring, TX 77389  
Telephone: (832) 624-6203  
Email: Production.US.Land@exxonmobil.com

All notices shall be in writing and shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the second business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified above, or to such other address previously designated in writing by the party.

29. **NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS**: COUNTY shall notify OPERATOR immediately in the event of any accident or injury arising out of or in connection with this Agreement. Notwithstanding anything else herein to the contrary, the indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

30. **ENVIRONMENTAL IMPAIRMENT**: COUNTY shall not commit or create, or permit another to commit or create, any waste, hazardous condition or nuisance in, on, under, above or adjacent to the Property or Site. The parties shall comply in all material respects with all applicable laws, regulations, and/or final orders regardless of when they become or became effective, including without limitation those relating to construction, grading, signing, health, safety, noise,



environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of compliance upon request by COUNTY.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Site or Property due to COUNTY'S use or occupancy, COUNTY shall clean all property affected to the satisfaction of OPERATOR and any governmental body having jurisdiction therefor. Likewise, should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the Site or Property due to OPERATOR's use or activity, OPERATOR shall clean all property affected to the extent required by all applicable laws, regulations, and/or final orders.

31. **TOXICS:** Except as permitted by applicable laws, regulations, and/or final orders, the parties shall not manufacture or generate hazardous wastes on, in or around the Site or Property; and even if permitted by applicable laws, regulations, and/or final orders, COUNTY shall not manufacture or generate hazardous wastes on, in or around the Site or Property unless authorized by this Agreement. Each party shall be fully responsible for any hazardous wastes, substances or materials as defined under applicable laws, regulations, and/or final orders that are manufactured, generated, used, placed, disposed, stored, or transported by said party, its officers, agents, representatives, employees, volunteers, independent contractors or designees on, in or around the Site or Property during the term of this Agreement, and shall comply with and be bound by all applicable laws, regulations, and/or final orders dealing with such wastes, substances, or materials. In the event of any release or threatened release of any such wastes, substances or materials, the responsible party, as the case may be, shall immediately notify the other party and the appropriate governmental response agency(ies). Nothing in this Agreement shall be construed as making one party responsible for the hazardous waste(s) generated by the other party.

32. **NON-DISCRIMINATION:** The parties shall comply with all applicable laws, rules and regulations regarding non-discrimination. These provisions are incorporated herein as if they were fully set forth. Noncompliance with provisions of this section shall constitute a material breach of this Agreement; and, in addition to any other remedies provided by law, either party shall have the right to terminate this Agreement and the interest hereby created without liability therefor.

33. **AGENCY DISCLOSURE:** OPERATOR acknowledges that the General Services Department of the COUNTY is the agent for the COUNTY exclusively, and is neither the agent for the OPERATOR nor a dual agent in this transaction.

34. **ASSIGNMENT:** This Agreement shall not be assigned, mortgaged, hypothecated, or transferred by COUNTY, whether voluntarily or involuntarily or by operation of law, nor shall COUNTY let, sublet or grant any license or permit with respect to the use and occupancy of the Property and/or Site or any portion thereof, without the prior written consent of OPERATOR.

35. **ENTIRE AGREEMENT:** The parties declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this Agreement contains the entire agreement of the parties, and that the terms of this Agreement are contractual and not a mere recital.

36. **CAPTIONS:** The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

37. **EXHIBITS**: Any exhibits attached to this Agreement shall be incorporated herein by reference.

38. **SEVERABILITY**: If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

39. **EXECUTION IN COUNTERPARTS**: This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

40. **AMENDMENTS**: This Agreement may only be amended by written consent of the parties and such changes shall be binding upon the permitted successors or assigns of the parties.

41. **CHOICE OF LAW**: This Agreement will be governed and construed by the laws of the State of California.

42. **CHOICE OF VENUE**: If there is a lawsuit, the parties agree that venue shall be in Santa Barbara County, State of California.

43. **LAWS, REGULATIONS, AND/OR FINAL ORDERS**: References in this Agreement to “laws, regulations, and/or final orders” shall mean any applicable State, Federal, or local laws, regulations, ordinances, and final orders issued by a court of competent jurisdiction.

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Project: Heritage Platform  
Communications Sublease  
Location: Lease OCS-P 0182 in the Santa Ynez  
Unit, Santa Barbara Channel  
Folio: 002948

**IN WITNESS WHEREOF**, OPERATOR and COUNTY have executed this Agreement by the respective authorized representatives as set forth below to be effective as of the date executed by COUNTY.

“OPERATOR”

**EXXON MOBIL CORPORATION**

By: Timothy J. Brinkley  
Name: Timothy J. Brinkley  
Title: Agent and Attorney-in-Fact

Date: 7/22/20

***COUNTY SIGNATURES TO FOLLOW***


*Handwritten initials*

Project: Heritage Platform  
Communications Sublease  
Location: Lease OCS-P 0182 in the Santa Ynez  
Unit, Santa Barbara Channel  
Folio: 002948

**IN WITNESS WHEREOF**, OPERATOR and COUNTY have executed this Agreement by the respective authorized representatives as set forth below to be effective as of the date executed by COUNTY.

“COUNTY”  
COUNTY OF SANTA BARBARA

ATTESTED:  
MONA MIYASATO  
CLERK OF THE BOARD OF SUPERVISORS


By:   
GREGG HART, CHAIR  
BOARD OF SUPERVISORS

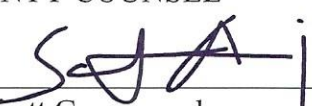
By:   
Deputy Clerk

Date: 8-18-20

RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By:   
Andre Monostori, Interim Assistant Director  
ICT Division / General Services Department

By:   
Scott Greenwood  
Deputy County Counsel

APPROVED:

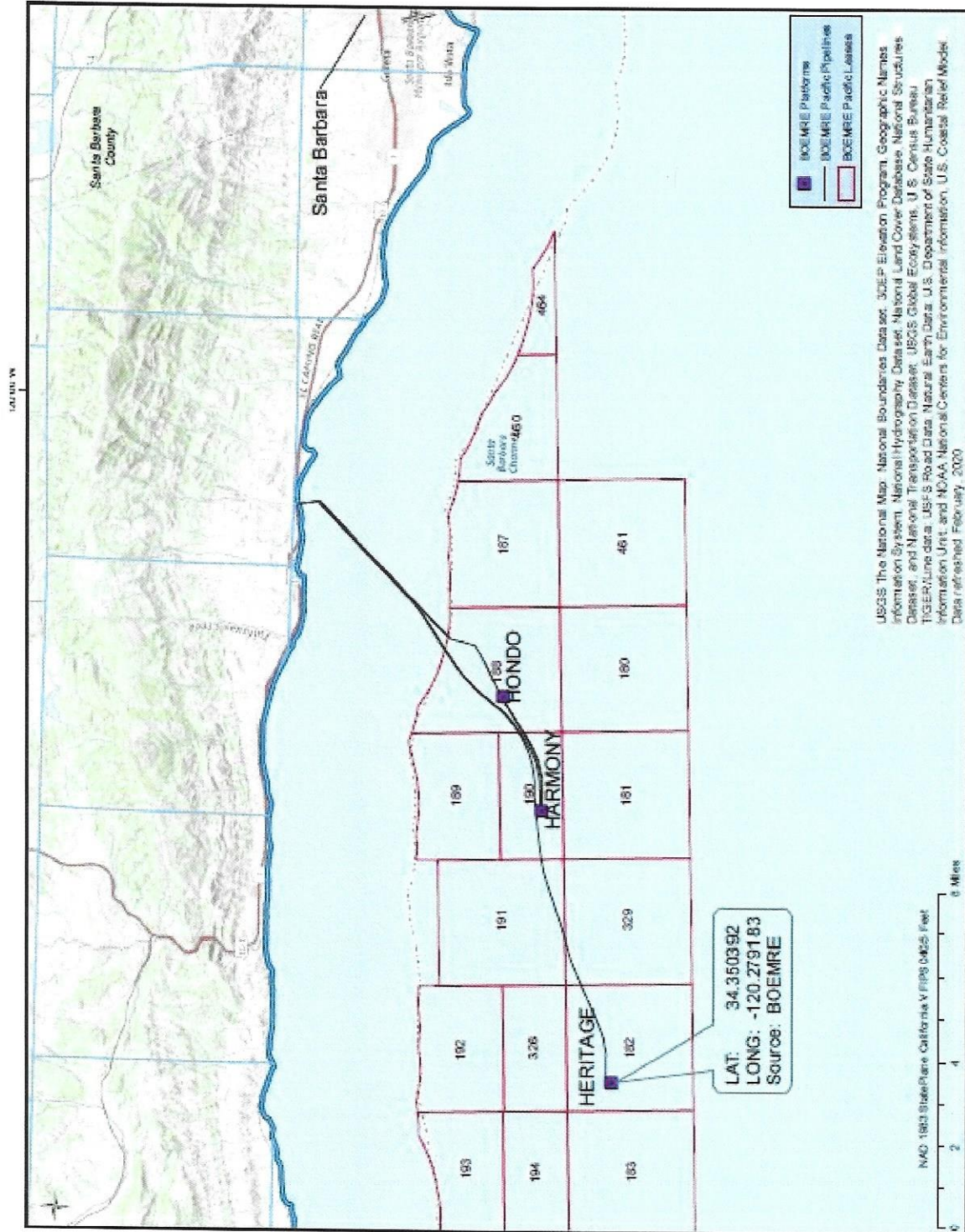
APPROVED:

Ray Aromatorio, Date: 2020.07.24  
By: Risk Manager 17:57:49 -04'00'  
Ray Aromatorio, ARM, AIC  
Risk Manager

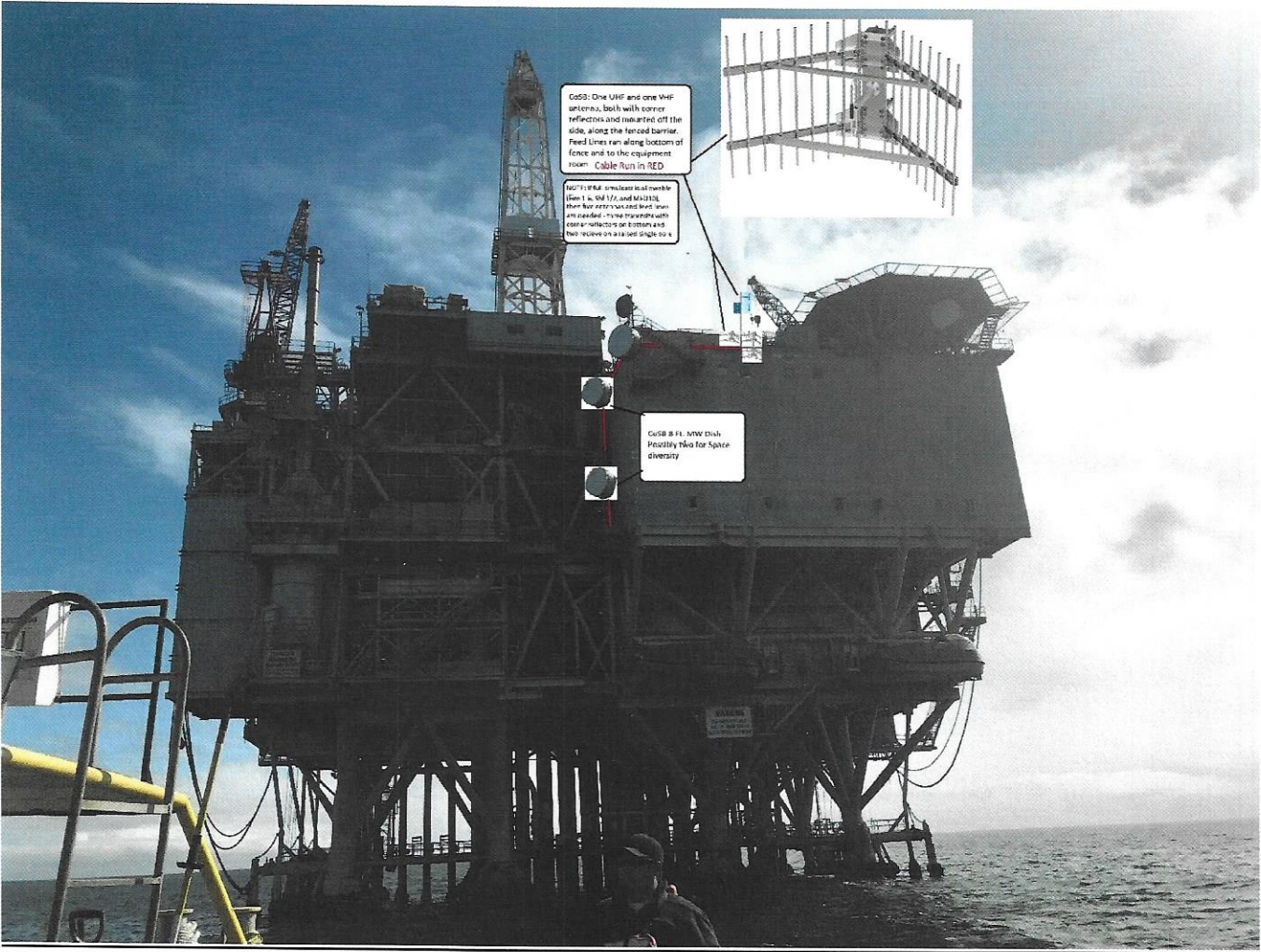
By:   
Carlo Achdjian  
Real Property Manager



# Exhibit "A" Property Heritage Platform

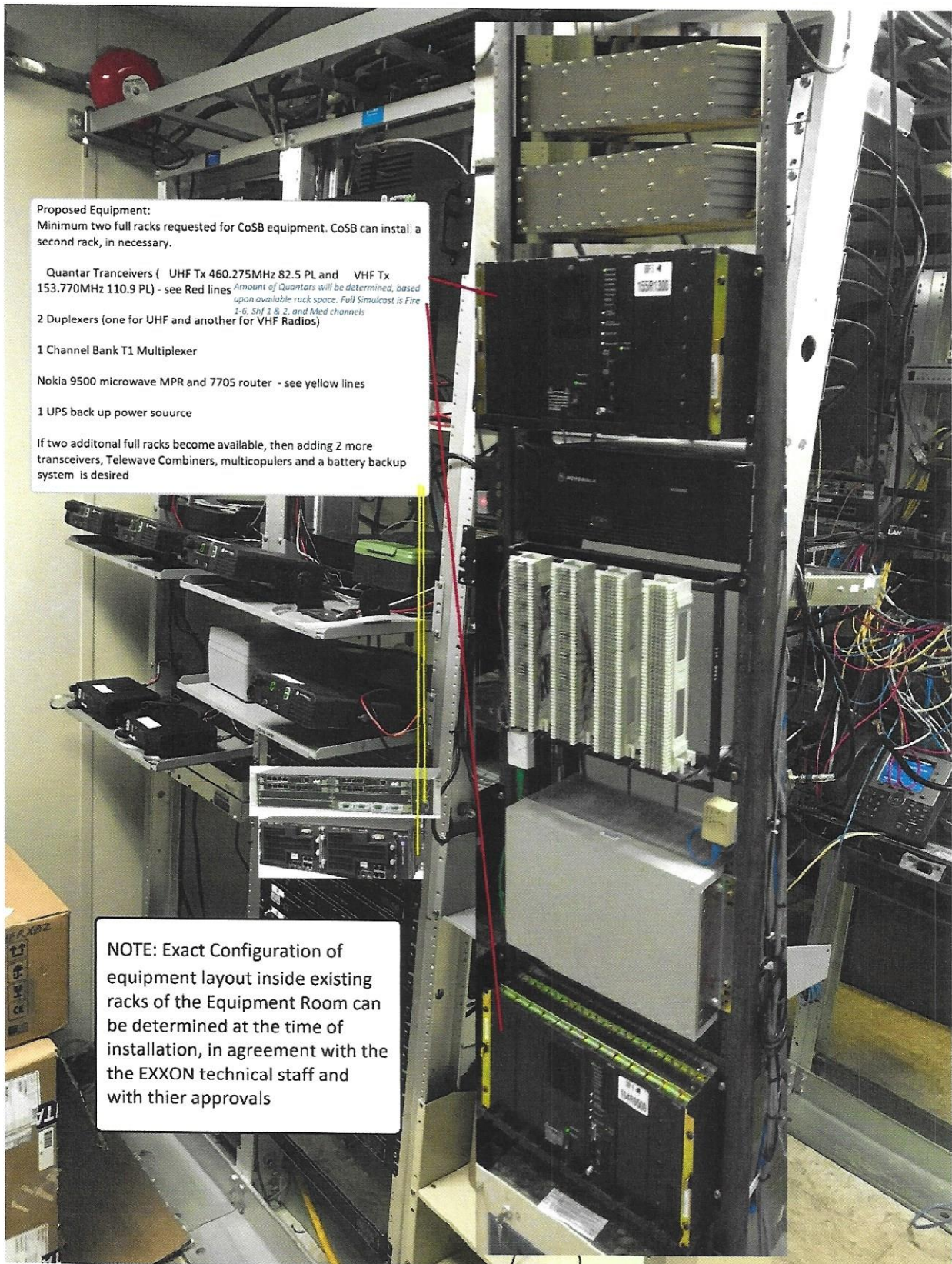


### Exhibit "B" Site Approximate Mounting Areas





**Exhibit "B" - continued  
Site  
Equipment Room**





**Exhibit "C"**  
**County of Santa Barbara**  
**Public Safety Radio Communications Coverage**





**Exhibit "D"**  
**County Equipment List**



COUNTY OF SANTA BARBARA  
GENERAL SERVICES/ICT  
COMMUNICATIONS



**EXXON Heritage Platform**  
**PROJECTED EQUIPMENT ESTIMATE**

Description	RUs	Quantity
Nokia 9600 MPT-HL Radios (Other End - MW link at SY Peak)	15	2
8ft Microwave dishes (Two at Heritage for Space Diversity)	Outdoors	4
19" standard racks (7ft.)	48 each	3
48VDC Battery Bank	27	1
Battery Rectifier	3	1
AC Power backup UPS	3	1
<b>Radios and related equipment</b>		
Motorola VHF radios (Fire 1-6/OEM)	48	7
Motorola UHF radios (SHF 12/Med10)	24	3
Telewave Combiner-multicouplers (VHF)	Wall Mounted	1
Telewave Combiner-multicouplers (UHF)	Wall Mounted	1
Andrew VHF antenna	Outdoors	3
Andrew UHF antenna	Outdoors	2
Misc. parts (cushions, mounting clamps, etc.)	N/A	1
7/8" Feedlines, Hardware and Connectors	N/A	1000ft
Network Routing equipment at Heritage	15	1
Accusync GPS System and Antenna	1	1
Shelf for misc gear	8	1

## Exhibit "E"

### Indemnification and Insurance

**Indemnification:** COUNTY waives all claims against OPERATOR, its officers, agents and/or employees, for loss, injury, death or damage caused by, arising out of, or in any way connected with the condition or use of the Property or Site, the issuance, exercise, use or implementation of this Agreement, and/or the rights herein granted. COUNTY further agrees to protect, save, hold harmless, indemnify and defend OPERATOR, its officers, agents and/or employees from any and all loss, damage, claims, demands, costs and liability which may be suffered or incurred by OPERATOR, its officers, agents and/or employees from any cause whatsoever, arising out of, or in any way connected with this Agreement, exercise by COUNTY of the rights herein granted, COUNTY'S use of the Property and/or Site for which this Agreement is granted, except those arising out of the sole negligence, active negligence or willful misconduct of OPERATOR. COUNTY will further cause such indemnification and waiver of claims in favor of OPERATOR to be inserted in each contract that COUNTY executes for the provision of services in connection with the County Equipment for which this Agreement is granted.

**Insurance Requirements:** As a condition of this Agreement and in connection with COUNTY'S indemnification and waiver of claims contained herein, COUNTY shall maintain, and cause its contractors to maintain, a policy or policies of insurance as follows:

#### General Provisions Applying to all Policies

- A. Coverage Term – Coverage needs to be in force within ten (10) days after final installation of County Equipment. If insurance expires during the term of the Agreement, a new certificate must be received by the OPERATOR at least ten (10) days prior to the expiration of the expiring insurance. Any new insurance must still comply with the original terms of the Agreement.
- B. Policy Cancellation or Termination & Notice of Non-Renewal – COUNTY is responsible to notify the OPERATOR within five (5) business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event COUNTY fails to keep in effect at all times the specified insurance coverage, the OPERATOR may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- C. Deductible – COUNTY is responsible for any deductible or self-insured retention contained within their insurance program.
- D. Primary Clause – Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the OPERATOR.
- E. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contactor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- F. Endorsements – Any required endorsements requested by the OPERATOR must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Inadequate Insurance – Inadequate or lack of insurance does not negate the COUNTY obligations under this Agreement.
- H. Satisfying an SIR – All insurance required by this Agreement must allow the OPERATOR to pay and/or act as the COUNTY's agent in satisfying any self-insured retention (SIR). The



choice to pay and/or act as the COUNTY's agent in satisfying any SIR is at the OPERATOR'S discretion.

- I. Available Coverages/Limits – All coverage and limits available to the COUNTY shall also be available and applicable to the OPERATOR.
- J. Subcontractors – In the case of COUNTY's utilization of subcontractors to complete work, COUNTY shall include all subcontractors as insureds under COUNTY's insurance, or supply evidence of insurance to the OPERATOR equal to policies, coverages and limits required of COUNTY.

**COMMERCIAL GENERAL LIABILITY:**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the OPERATOR. This insurance shall include personal and advertising injury liability, products and completed operations, and liability assumed under an insured contract. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

**AUTOMOBILE LIABILITY INSURANCE:**

Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with combined single limit of not less than \$1,000,000 for bodily injury and property damage.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.