

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

SAP Number

### Real Estate Services Department

<b>Department Contract Representative</b>	Terry W. Thompson, Director
<b>Telephone Number</b>	(909) 387-5000
<b>Contractor</b>	San Bernardino City Unified School District
<b>Contractor Representative</b>	Lenore C. McCall, Purchasing Manager
<b>Telephone Number</b>	(909) 381-1133
<b>Contract Term</b>	Five years, commencing on the first day of the month following full execution
<b>Original Contract Amount</b>	\$55,722.69
<b>Amendment Amount</b>	\$0.00
<b>Total Contract Amount</b>	\$55,722.69
<b>Cost Center</b>	7810001000
<b>GRC/PROJ/JOB No.</b>	89004325
<b>Internal Order No.</b>	

**Briefly describe the general nature of the contract:**

This License is for a period of five years commencing on the first day of the month following full execution of the License and ending on the day before the fifth anniversary of the commencement date for the Licensee’s use of a portion of County’s existing rack space within the County-owned equipment shelter and existing antenna space on the County-owned antenna tower at Little Mountain near San Bernardino to install and operate Licensee’s communication equipment. The County will receive revenue in the initial amount of \$10,298.00 annually for this use.

Approved as to Legal Form  ▶ Please see signature page Agnes Cheng, Deputy County Counsel  Date _____	Reviewed for Contract Compliance  ▶ _____  Date _____	Reviewed/Approved by Department  ▶ Please see signature page Lyle Ballard, Real Property Manager, RESD  Date _____
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## LICENSE AGREEMENT

WHEREAS, San Bernardino City Unified School District, as licensee, ("LICENSEE") and San Bernardino County, as licensor, ("COUNTY") desire to enter into this License Agreement ("License") for LICENSEE's use of a certain portion of the COUNTY's existing rack space within the COUNTY-owned equipment shelter and existing antenna space on the COUNTY-owned antenna tower located at the COUNTY's communication site, commonly known as Little Mountain Communication Site near [CITY] ("Site"), for the installation and operation of LICENSEE's communication system equipment; and

WHEREAS, COUNTY is willing to permit said use of a portion of the COUNTY existing rack space within the COUNTY-owned equipment shelter and existing antenna space on the COUNTY-owned antenna tower at the Site subject to certain conditions as more specifically set forth in this License; and,

WHEREAS, portions of the existing rack space within the COUNTY-owned equipment shelter and existing antenna space on the COUNTY-owned antenna tower at the Site to be used by LICENSEE are currently excess to the COUNTY's needs.

NOW, THEREFORE, in consideration of the execution of this License, the parties mutually agree to the following terms and conditions.

### I. DEFINITIONS

- 1.1 "License" means this License Agreement and any relevant Documents, including any Exhibits and/or Attachments, all of which are made a part of this License.
- 1.2 "Site" refers individually or collectively to the real property owned or controlled by COUNTY and all the structures thereon, including (i) COUNTY-owned rack space with each rack space defined as space for one (1) EIA Standard 19" wide by 2" deep by 7' tall rack or one-half (1/2) EIA Standard 19" wide by 2' deep by 3 ½' tall rack along with the use of cable runs; and (ii) COUNTY-owned antenna tower space for the placement of the antenna(s) as may be singularly or collectively approved by COUNTY.
- 1.3 "Licensee's Equipment" (when applicable) refers individually or collectively to the LICENSEE's communication system and related equipment, cabling and antenna(s) at the Site as may be approved by the COUNTY's Innovation and Technology Department (ITD)-Public Safety Communications Division, and as of the commencement date of this License shall mean one rack space within the COUNTY-owned equipment shelter and two (2) antenna spaces on the COUNTY-owned antenna tower, as the LICENSEE'S antennas are set forth in Exhibit "B" of this License, at the Site.

### II. LICENSE TO USE

COUNTY hereby gives permission, revocable and terminable as hereinafter provided, to LICENSEE to enter the Site for the purpose of installing and maintaining LICENSEE's Equipment on a portion of rack space in the COUNTY-owned equipment shelter and a portion of antenna tower space on the COUNTY-owned antenna tower at the Site as designed by the County ("Licensed Area"), which Licensed Area consists of one (1) rack space for three (3) Motorola SLR 8000 base stations located within the County-owned equipment shelter at the Site and two (2) Omni antennas located on the County-owned antenna tower as depicted on Exhibit "B" attached hereto and made a part hereof. LICENSEE shall not install any antenna equipment or wave guide cabling or coax antenna cables at the Licensed Area or the Site without the prior written approval of the COUNTY and only upon prior review and approval of LICENSEE's plans, specifications, and structural calculations in support of the loading of COUNTY's antenna tower at the Site.

LICENSEE shall not be permitted to use the Site or the Licensed Area for any other purposes, except by prior written permission of COUNTY.

### III. LICENSEE EQUIPMENT

#### 3.1 Acknowledgement of Responsibility

LICENSEE acknowledges that the Site is essential to COUNTY's fulfilling its mission of public safety. LICENSEE warrants that it will not disturb or tamper with any COUNTY equipment, nor other COUNTY clients' or users' equipment to include, but not limited to, electronic, electrical, LPG, buildings, towers, grounding systems, antennas, feed lines, etc., at the Site. Exercising all reasonable diligence, LICENSEE warrants that it will take reasonable steps to ensure it will not hamper in any manner, the ability of the COUNTY to fulfill its mission at/through the Site.

LICENSEE shall be liable for all claims, demands, actions, and causes of action founded upon the negligence or otherwise wrongful conduct on the part of any employee or agent of LICENSEE attributable to LICENSEE's installation/maintenance or operation of LICENSEE's Equipment on the Site. Further, LICENSEE shall release, remise, and forever discharge COUNTY of and from any and all claims, demands, actions, and causes of action not based upon the intentional acts or negligence of COUNTY that LICENSEE may acquire by reason of LICENSEE's installation/maintenance or operation of LICENSEE's Equipment on the Site.

#### 3.2 Requirements, Limitations, and Installation Conditions – This License is subject to the limitations, requirements and installation conditions as set forth below:

3.2.1 Installation: LICENSEE will observe and require LICENSEE retained contractors and sub-contractors to observe standard safety practices when climbing towers and when installing LICENSEE's Equipment on the Licensed Area as designed by the County. LICENSEE agrees to install, maintain, and operate LICENSEE's Equipment in accordance with the highest standard prevailing in the communications industry. Installation practices and materials are subject to approval of the County's ITD.

3.2.2 Access: Access to rack space and any antenna space at the Site is on an escorted basis using COUNTY ITD personnel at the appropriate COUNTY Board of Supervisors approved ITD standard time and material billing rates, on a portal-to-portal basis, in effect at the time of the escort. LICENSEE must request Site access at least three (3) working days, as defined a COUNTY government work schedule, (and excluding COUNTY holidays and closures) prior to desired access date. After hours are defined as outside the hours of 7:30 A.M. to 5:00 P.M. Pacific Standard Time, and emergency access requests will be billed at the COUNTY's Board of Supervisors approved ITD standard time and material billing rates in effect at the time of the escort.

3.2.3 Equipment Changes: Changes and modifications to LICENSEE's Equipment that may alter performance of the Site or interfere with communications at the Site are to be approved in writing prior to any installation of LICENSEE's Equipment by the County's ITD Public Safety Communications Division. Upon approval of any changes or modifications to LICENSEE's Equipment Exhibits "A" and "B" of this License, as applicable, shall be amended to reflect a change in authorized equipment. Any revised Exhibits incorporating such change(s) which shall be promptly signed by LICENSEE and returned to COUNTY. Changes and modifications to LICENSEE's Equipment that may alter performance of the Site or

interfere with communications at the Site are to be approved in writing prior to any installation of LICENSEE's Equipment by the COUNTY's IT-Public Safety Communications Division.

- 3.2.4 Power: COUNTY will install electrical power as needed above each rack to be used by LICENSEE under this License. The cost for labor and materials to perform the installation work will be the responsibility of the LICENSEE, payable by LICENSEE to COUNTY upon invoice. The cost of electrical power once installed is included in the rates payable by LICENSEE pursuant to Section V.
- 3.3 Additional Controlling Documents – Site may be subject to leases, master leases, licenses, rights-of-way, grants, use permits, or other controlling agreements (collectively, "Documents") secured by the COUNTY from other governmental or private entities. LICENSEE agrees to be bound by the conditions and covenants of these Documents and is responsible for any related costs that may be incurred directly or indirectly due to LICENSEE's use of its Licensed Area at the Site.
- 3.4 Maintenance – The costs of any installation, maintenance, operation, replacement, or removal of the LICENSEE's Equipment shall be at the sole expense of LICENSEE. Contractors providing maintenance or repair services for LICENSEE's Equipment are required to be pre-approved by the COUNTY.
- 3.5 Interference – LICENSEE's Equipment shall be located so as not to interfere, physically or electronically, with any of the COUNTY's operations, and any equipment installed previous to LICENSEE's installation by other COUNTY users.

In the event the COUNTY determines or is notified that the operation of the LICENSEE's Equipment caused or is causing interference to transmission and/or reception of any other communications systems in use in the vicinity of the Site, County's ITD shall notify LICENSEE to correct the problem and COUNTY reserves the right to immediately remove all or any portion of LICENSEE's Equipment from service.

If such interference is not eliminated within a twenty-four (24) hour period, COUNTY shall have the right to terminate this License, remove all or any portion of LICENSEE's Equipment from service, and take whatever immediate steps are necessary to eliminate said interference, including powering off LICENSEE's Equipment without further notification.

#### **IV. EFFECTIVE DATE AND TERMINATION**

This License shall be for a term of five (5) years ("Term"), commencing on the first day of the month following full execution of this License as evidenced by the date of last signature of the parties hereto ("Commencement Date") and shall terminate on the day immediately prior to the fifth anniversary of the Commencement Date ("Expiration Date"), unless the COUNTY or the LICENSEE, at the sole discretion of either, terminates the License by giving at least sixty (60) days prior written notice to the other, provided that any such termination date shall be effective at the end of a calendar month or is otherwise earlier terminated in accordance with any other provision of this License. Neither party shall incur any liability to the other by reason of such termination. Notwithstanding the foregoing, in the event the License is terminated by LICENSEE pursuant to this Section IV but LICENSEE, despite its diligent efforts, requires additional time to remove LICENSEE's Equipment after the effective termination date, upon written request to the COUNTY to be received by COUNTY prior to the effective termination date, COUNTY may, at its sole discretion, opt by express written consent to continue the License for a month-to-month term not to exceed one hundred twenty (120) days after the original effective termination date. During any such month-to-month term, LICENSEE shall pay to COUNTY the then current monthly

fee (which shall be calculated by dividing the then current annual license fees as set forth in Section V [but without the Annual Escalator] by 12).

## **V. RATES AND PAYMENT TERMS.**

- 5.1 Payment rates and conditions are set forth on Exhibit "A", "San Bernardino County Rack Space and Antenna Space Rates and Payment Terms," attached hereto. Payment shall be due upon receipt of invoice and payable within sixty (60) days of invoice date.
- 5.2 No substitution of or additions to LICENSEE's Equipment is permitted **without written pre-approval** of County's ITD. In the event such substitution or additional equipment is approved by the COUNTY, Exhibit "A" of this License shall be amended to reflect a change in LICENSEE's Equipment, in which case, County will provide to LICENSEE a revised Exhibit "A", incorporating such change(s) which shall be promptly signed by LICENSEE and returned to COUNTY. LICENSEE's subsequent invoice shall be adjusted in accordance with the change(s), on a prorated basis, as necessary.
- 5.3 The rates set forth in Exhibit "A" shall be adjusted on each anniversary of the Commencement Date of this License during the initial term of this License and any extended term by the "Annual Escalator". The Annual Escalator is defined as three and one-half percent (3.5%) per license year.

## **VI. AGREEMENT AUTHORIZATION**

LICENSEE warrants and represents that the individual signing this License is a properly authorized representative of the LICENSEE and has the full power and authority to enter into this License on the LICENSEE's behalf.

## **VII. ASSIGNMENT**

This License, or any interest therein, including any claims for monies due with respect thereto, shall not be assigned, and any such assignment shall be void and without effect.

## **VIII. DEFAULT**

If the LICENSEE does not make timely payment of amounts due under this License or breaches any term or condition of this License, COUNTY may declare immediately due and payable the entire unpaid amount, plus all other amounts due hereunder, less any unearned charges. COUNTY may also exercise all rights and remedies of a secure party under the Uniform Commercial Code (or other similar law) of the State of California and pursue any other remedies existing in law or in equity.

## **IX. INDEMNIFICATION AND INSURANCE**

### **9.1 Indemnification**

- 9.1.1 The LICENSEE agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless the COUNTY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of its obligations under this License. The LICENSEE's indemnification obligation shall survive expiration or earlier termination of this License. The insurance provisions in Paragraph 9.2, INSURANCE shall not be interpreted in a manner that limits the indemnification obligation.

- 9.1.2 COUNTY agrees to indemnify and hold harmless the LICENSEE, its officers, agents, volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the COUNTY's negligent acts or omissions which arise from the COUNTY's performance of its obligations under this License.
- 9.1.3 In the event the COUNTY and/or the LICENSEE is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this License, the COUNTY and/or LICENSEE shall indemnify the other to the extent of its comparative fault.

## 9.2 Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the LICENSEE shall secure and maintain throughout the License the following types of insurance with limits as shown:

- 9.2.1 Workers' Compensation – A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the LICENSEE and all risks to such persons under this License.
- 9.2.2. Commercial/General Liability Insurance – The LICENSEE shall carry General Liability Insurance covering all operations performed by or on behalf of the LICENSEE providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- (a) Premises operations and mobile equipment.
  - (b) Products and completed operations.
  - (c) Broad form property damage (including completed operations).
  - (d) Explosion, collapse and underground hazards.
  - (e) Personal injury
  - (f) Contractual liability.
  - (g) \$2,000,000 general aggregate limit
- 9.2.3 Commercial Property Insurance providing all risk coverage for the Licensed Area, including any building, fixtures, equipment and all property constituting a part of the licensed areas. Coverage shall be sufficient to insure One Hundred percent (100%) of the replacement cost.
- 9.2.4 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If LICENSEE is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If the LICENSEE owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- 9.2.5 Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal

injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- 9.2.6 Additional Named Insured – All policies, except for the Workers’ Compensation policies shall contain endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of this License. The additional insured endorsements shall not limit the scope of coverage for the COUNTY to vicarious liability but shall allow coverage for the COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- 9.2.7 Waiver of Subrogation Rights –LICENSEE shall require the carriers of the above-required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the LICENSEE and LICENSEE’s employees or agents from waiving the right of subrogation prior to a loss or claim. The LICENSEE hereby waives all rights of subrogation against the COUNTY.
- 9.2.8 Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.
- 9.2.9 Proof of Coverage – The LICENSEE shall furnish Certificates of Insurance to the San Bernardino Real Estate Services Department (RESA) administering the License evidencing the insurance coverage, including endorsements, as required, at the time this License is mutually executed, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to RESA, and LICENSEE shall maintain such insurance for the duration of this License. Within fifteen (15) days of the Commencement Date of this License, the LICENSEE shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- 9.2.10 Severability of Interests – The LICENSEE agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the LICENSEE and the COUNTY or between the COUNTY and any other insured or additional insured under the policy.
- 9.2.11 Acceptability of Insurance Carrier – Unless otherwise approved by the COUNTY Department of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
- 9.2.12 Insurance Review – The COUNTY’s Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance

coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.

Any such reduction or waiver for the entire term of the License and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this License. LICENSEE agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of RESD or COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of RESD or the COUNTY.

9.2.13 Deductibles and Self-Insurance Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

9.2.14 Failure to Procure Insurance. All insurance required must be maintained in force at all times by LICENSEE. Failure to maintain said insurance, due to expiration, cancellation, etc., shall be cause for the COUNTY to give notice to immediately suspend all LICENSEE's business activities on the Licensed Area. Failure to reinstate said insurance within the (10) days of notice to do so shall be cause for termination and for forfeiture of this License, and/or COUNTY, at its discretion, may procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by COUNTY shall be repaid by LICENSEE to COUNTY upon demand but only for the pro rata period of non-compliance.

9.2.15 COUNTY shall have no liability for any premiums charged for such coverage(s). The inclusion of COUNTY as additional named insured is not intended to and shall not make a partner or joint venturer with LICENSEE in LICENSEE's operations.

9.2.16 The LICENSEE agrees to require all parties or subcontractors, or others it hires or contracts with related to the use of the Licensed Area to provide insurance covering such use with the same insurance policies and requirements for LICENSEE as set forth in this License and naming the COUNTY as additional insured. LICENSEE agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required herein.

## **X. GENERAL TERMS AND CONDITIONS**

10.1 Permits - LICENSEE is responsible for obtaining and paying any costs of all permits, licenses or approvals by any regulatory bodies having jurisdiction over the uses authorized herein, as appropriate.

10.2 Waiver - No waiver of a breach of any provision of this License shall constitute a waiver of any other breach, or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this License shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

10.3 Validity - The invalidity in whole or in part of any provision of this License shall not void or affect the validity of any other provision.



- 10.4 Captions and Paragraph Headings - Captions and paragraph headings used herein are for convenience only and are not a part of this License and shall not be used in construing it.
- 10.5 Exhibits - All Exhibits attached hereto, if any, are an integral part of this License and are incorporated herein by reference.
- 10.6 Entire Agreement - This License shall constitute the entire agreement between the parties and supersedes all prior negotiations, discussions, and preliminary understanding. This License may be amended as COUNTY and the LICENSEE mutually agree in writing. Any such amendment must be signed/approved by authorized representatives of the COUNTY and LICENSEE. This License shall be governed by the laws of the State of California.
- 10.7 Compliance – This License shall be subject to immediate termination under the following circumstances:
- (a) LICENSEE fails or neglects to comply with any term or condition of this License; or
  - (b) LICENSEE fails or neglects to comply with any reasonable requirement of COUNTY after thirty (30) days written notice and demand; or
  - (c) LICENSEE fails or neglects to comply with any Documents to which the COUNTY is subject.

In the event of such termination, the COUNTY may immediately disconnect all LICENSEE's Equipment. LICENSEE shall, if appropriate, immediately remove any and all of LICENSEE's Equipment from the Site and surrender all rights and privileges under this License. If LICENSEE fails to promptly restore the Site to its former condition, the COUNTY may restore the Site at LICENSEE's sole expense.

- 10.8 Changes and Right to Prioritize – COUNTY reserves the right to make rack and antenna space changes at the Site, and to prioritize or restrict usage as necessary to optimize overall service effectiveness of the Site to the COUNTY and its users without liability to LICENSEE and LICENSEE shall have no claims of liability, damages, or otherwise against the COUNTY.
- 10.9 Notifications - All notices or demands required, or permitted to be given or made hereunder, shall be in writing and shall be deemed duly given upon the date actual delivery to the recipient or the recipient's refusal to accept delivery, if delivery is by hand; OR if delivery is by first class United States mail, postage pre-paid, certified or registered, return receipt requested, OR reputable overnight courier.

Each such notice is to be sent to the respective party at the address indicated below or to any other address or person that the respective party may designate by written notice delivered pursuant hereto:

Licensee: San Bernardino City Unified School District  
777 North "F" Street  
San Bernardino, CA 92410

County: San Bernardino County  
Real Estate Services Department  
385 N. Arrowhead Ave.  
San Bernardino, CA. 92415-0180

With a copy to: San Bernardino County  
Innovation and Technology Department  
670 E. Gilbert Street, First Floor  
San Bernardino, CA 92415-0915  
Attn: Administration Services

**XI. INNOVATION AND TECHNOLOGY DEPARTMENT AUTHORIZATION**

The County's Innovation and Technology Department, through its Chief Information Officer or authorized designee, is authorized to discharge all technical functions ascribed to COUNTY in this License, except those specifically reserved by law to the Board of Supervisors. The County's Real Estate Services (RESA) is authorized to administer all other provisions of this License, except those specifically reserved by law to the Board of Supervisors.

**XII. FORCE MAJEURE**

COUNTY shall not be held liable for any delay or failure in performance of any part of this License from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, strikes, labor disputes, embargoes, epidemics, war, terrorist acts, riots, insurrections, fire, explosions, earthquakes, nuclear accidents, floods, power blackouts, brownouts, or surges, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure product or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

IN WITNESS THEREOF, the parties have hereto executed this License on the date set forth below their respective signatures.

**COUNTY: SAN BERNARDINO COUNTY**

**LICENSEE: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**

► \_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Title: \_\_\_\_\_

Lynna Monell  
Clerk of the Board of Supervisors  
of San Bernardino County

Dated: \_\_\_\_\_

By \_\_\_\_\_  
*Deputy*

Address 777 North "F" Street  
San Bernardino, CA 92410

Approved as to Legal Form  
► \_\_\_\_\_  
Agnes Cheng, Deputy County Counsel  
Date \_\_\_\_\_

Approved  
► \_\_\_\_\_  
Date \_\_\_\_\_

Presented to BOS for Signature  
► \_\_\_\_\_  
Lyle Ballard, Real Property Manager  
Date \_\_\_\_\_

**EXHIBIT "A"**

**SAN BERNARDINO COUNTY RACK SPACE AND ANTENNA SPACE  
RATES AND PAYMENT TERMS**

**LICENSE AREA PROVIDED**

The following Rack Space and Antenna Space selected by check mark shall be rendered to Licensee under this License:

One (1) Rack Space Fee @ \$7,810 per rack per year plus two (2) antenna space fee @ \$2,488 for both antennas per year.

Contract Administration Charge\* @ \$500 \*\*

\*\* One-time Contract Administration charge, payable upon receipt of first invoice

**PAYMENT SCHEDULE**

Licensee shall be invoiced as specified by check mark:

**Monthly Invoicing:** On the last day of each month of the Term.

**Semi-Annual Invoicing:** On January 1 (for period January 1 through June 30th) and on July 1 (for period July 1 through December 31 each year), provided that the first payment due shall be invoiced by COUNTY after mutual execution of this License and payable by LICENSEE within 60 days of the invoice date. Both invoices equal to one half of the annual fee listed below, except that the first and last invoice period shall be prorated as necessary.

Payments are due upon receipt of invoice and payable within sixty (60) days of invoice date.

**CHARGES FOR SERVICES**

<b>Equipment Type</b>	<b>No of Units</b>	<b>Rack Space and Antenna Space Charges</b>	<b>Annual Charge</b>
One-Time Contract Administration Charge**	1		\$500.00
Rack Space: <u>1</u> , Antenna Space 2			
Year 1 Annual Payment	3	\$10,298.00	\$10,298.00
Year 2 Annual Payment	3	\$10,658.43	\$10,658.43
Year 3 Annual Payment	3	\$11,031.48	\$11,031.48
Year 4 Annual Payment	3	\$11,417.58	\$11,417.58
Year 5 Annual Payment	3	\$11,817.20	\$11,817.20
Total Cost for 1 Rack Space and 2 Antenna Spaces for five year period			\$55,722.69

**EXHIBIT "B"**  
**Licensed Area: Antenna Tower Space**

Two (2) Omni Antennas Model # SC343-HF3LDF D03

One (1) SC343-HF3LDR D03-Receive

Located at 80' AGL

On (1) SC343-HF3LDR D03-Transmit

Located at 20' AGL