

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

Department Contract Representative Telephone Number Terry W. Thompson, Director (909) 387-5000

Contractor Contractor Representative Telephone Number Contract Term Mobile Relay Associates, LLC David Moss (310) 702-5200 Five Years, commencing on the first day of the calendar month following full execution

Original Contract Amount \$151,232.00, subject to in-kind consideration credit

Amendment Amount \$0.00

Total Contract Amount \$151.232.00 subject to in-kind consideration credit

Cost Center 7810001000

GRC/PROJ/JOB No. 89003839

Internal Order No.

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

This License is for a period of five years commencing the first day of the calendar month following full execution of this license for the Licensee's use of a portion of rack space within the County-owned equipment shelter and antenna space on the County-owned antenna structure located its site at Bertha Peak to install Licensee's antennas on the County-owned antenna structure atop the County's equipment shelter and to install Licensee's radio equipment in Licensee-provided standard racks at rack space within in the County-owned equipment shelter for the operation and maintenance of Licensee's wireless communication system.

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

## LICENSE AGREEMENT

WHEREAS, Mobile Relay Associates, LLC 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 radio equipment shelter and antenna structure located at Bertha Peak North Communications Site ("Site"), for the installation and operation of LICENSEE's wireless communication equipment; and

WHEREAS, COUNTY is willing to permit said use of a portion of rack space located within the COUNTY-owned equipment shelter and antenna tower space located on the County-owned antenna structure at the Site, as more particularly described on Exhibit "B" attached hereto, subject to certain conditions as more specifically set forth in this License; and,

WHEREAS, portions of the rack space at the COUNTY-owned equipment shelter and portions of the antenna tower space at the COUNTY-owned antenna structure 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) as may be approved by the COUNTY's Department of Innovation and Technology (IT)-Communications Division, and as of the commencement date of this License shall mean the equipment set forth in Exhibit "C" of this License.

### 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 structure at the Site as designed by the County ("Licensed Area"), which Licensed Area consist of one rack space in the County-owned equipment shelter for wireless radio communication equipment and certain antenna space on the County-owned antenna structure atop the County-owned equipment shelter, as the Licensed Area is depicted on Exhibit "C" 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 structure at the Site. LICENSEE shall not be permitted to use the Site or the Licensed Area for any other purpose, except by prior written permission of COUNTY.

### III. LICENSEE'S 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 will 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 Department of Innovation and Technology-Public Safety Communications Division (IT).

3.2.2 Access: Access to rack space and any antenna space at the Site is on an escorted basis using COUNTY IT personnel at the appropriate IT standard time and Material billing rates on a portal-to-portal basis. LICENSEE must request Site access at least three (3) working days (defined as the San Bernardino County government work and holiday schedule), prior to the desired access date. After hours (defined as outside of the hours of 7:30 am to 5:00 pm) and emergency access requests will be billed at the County's standard overtime rate.

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 IT-Public Safety Communications Division. Upon approval of any changes or modifications to LICENSEE's equipment Exhibit "C" of this License shall be amended to reflect a change in authorized equipment, in which case, County will provide to LICENSEE a revised Exhibit "C", incorporating such change(s) which shall be promptly signed by LICENSEE and returned to COUNTY.

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 Licensee’s Equipment shall be at the sole expense of LICENSEE.
- 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 IT shall notify LICENSEE to correct the problem and COUNTY reserves the right to immediately remove all or any portion of the Licensee’s Equipment from service.

If such interference is not eliminated within a twenty-four (24) hour period after COUNTY’s notice, 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 calendar month following the month in which full execution of this License occurs as evidenced by the date that the last of the parties executes this License (“Commencement Date”) and shall terminate one day prior to the fifth (5<sup>th</sup>) anniversary of the Commencement Date unless: (i) the COUNTY or the LICENSEE, at the sole discretion of either, terminates the License by giving at least one hundred twenty (120) days prior written notice to the other, provided that any such termination date shall be effective at the end of a calendar month, or (ii) the License is 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 month 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 fee as set forth in Section V by 12).

#### **V. RATES AND PAYMENT TERMS AND IN-KIND CONSIDERATION**

- 5.1.1 LICENSEE shall pay to COUNTY annual license fees in advance in accordance with the terms of this License.

- 5.1.2 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 unless the license fees are offset in accordance with this License.
- 5.1.3 LICENSEE and COUNTY acknowledge that simultaneous with the execution of this License, the parties have mutually executed a License Agreement ("Sunset Ridge License") wherein LICENSEE licenses to COUNTY certain radio equipment rack space, antenna tower space and sufficient electrical utility power ("Sunset Ridge Space"), as more specifically set forth in the Sunset Ridge License, for the County's installation and operation of certain County's equipment for a five-year term that commences on the same date as this License at the LICENSEE-controlled Sunset Ridge telecommunication site near Upland, CA. To the extent the Sunset Ridge License is in full force and effect and the COUNTY is able to use and/or access the Sunset Ridge Space in accordance with the Sunset Ridge License, the parties acknowledge and agree that the monthly license fees due from LICENSEE to COUNTY under this License shall be fully offset by the license fees due from COUNTY to LICENSEE under the Sunset Ridge License ("In-Kind Consideration Credit").
- 5.1.4 In the event that the Sunset Ridge License is terminated prior to the expiration date of this License or COUNTY is unable at any time to access and/or use the Sunset Ridge Space in accordance with the Sunset Ridge License, the In-Kind Consideration Credit shall not be applied to the license fees due from LICENSEE under this License for the affected month(s) and any pre-applied In-Kind Consideration Credit shall be reversed and LICENSEE shall pay the license fee due in the amounts set forth in Exhibit A for the affected month(s). In the event that the In-Kind Consideration Credit cannot be applied to the monthly license fees due from LICENSEE under this License more than two times per calendar year, COUNTY shall have the right to terminate this License with sixty (60) days' prior written notice to LICENSEE.
- 5.2 No substitution of LICENSEE's equipment or additional equipment comprising Licensee's Equipment is permitted **without written pre-approval** of County's IT. 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 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. To the extent that the In-Kind Consideration Credit is in effect at the time of any substitutions and additional equipment requests, COUNTY may condition its approval on the payment of additional fees that exceed the In-Kind Consideration Credit.
- 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 percent (3%) 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

The LICENSEE agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The LICENSEE's indemnification obligation applies to the COUNTY's "active" as well as "passive" negligence but does not apply to the COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

### 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 the 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, COUNTY may immediately disconnect 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:            Mobile Relay Associates, LLC  
                          15330 Vermont Avenue  
                          Paramount CA. 90723

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

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

#### **XI. DEPARTMENT OF INNOVATION AND TECHNOLOGY AUTHORIZATION**

The County's Department of Innovation and Technology, 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 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.

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

**COUNTY: SAN BERNARDINO COUNTY**

**LICENSEE: Mobile Relay Associates, LLC**

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

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

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

Name: Mark Abrams

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

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

Title: Member

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

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

Address 15330 Vermont Avenue  
Paramount, CA 90723

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

LICENSED AREA PROVIDED

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

[X] Rack Space Rental Fee @ \$28,392.00 per rack per year (which includes the antenna space to support Licensee's radio equipment).

[X] Contract Development\* @ \$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 first day of each month of the term.

[X] Semi-Annual Invoicing: On January 1 (for period January 1 through June 30) and on July 1 (for period July 1 through December 31 of the successive year). Both invoices equal to one half of the annual fee listed below, except that the first and last invoices shall be pro-rated. The first payment due for the period 6/1/2023 – 6/30/2023 and the one-time contract administration charge shall be invoiced by COUNTY after mutual execution of this License and payable by LICENSEE within 60 days of the invoice date, provided that only the one-time contract administration charge shall be remitted if the first semi-annual payment is offset in accordance with this License.

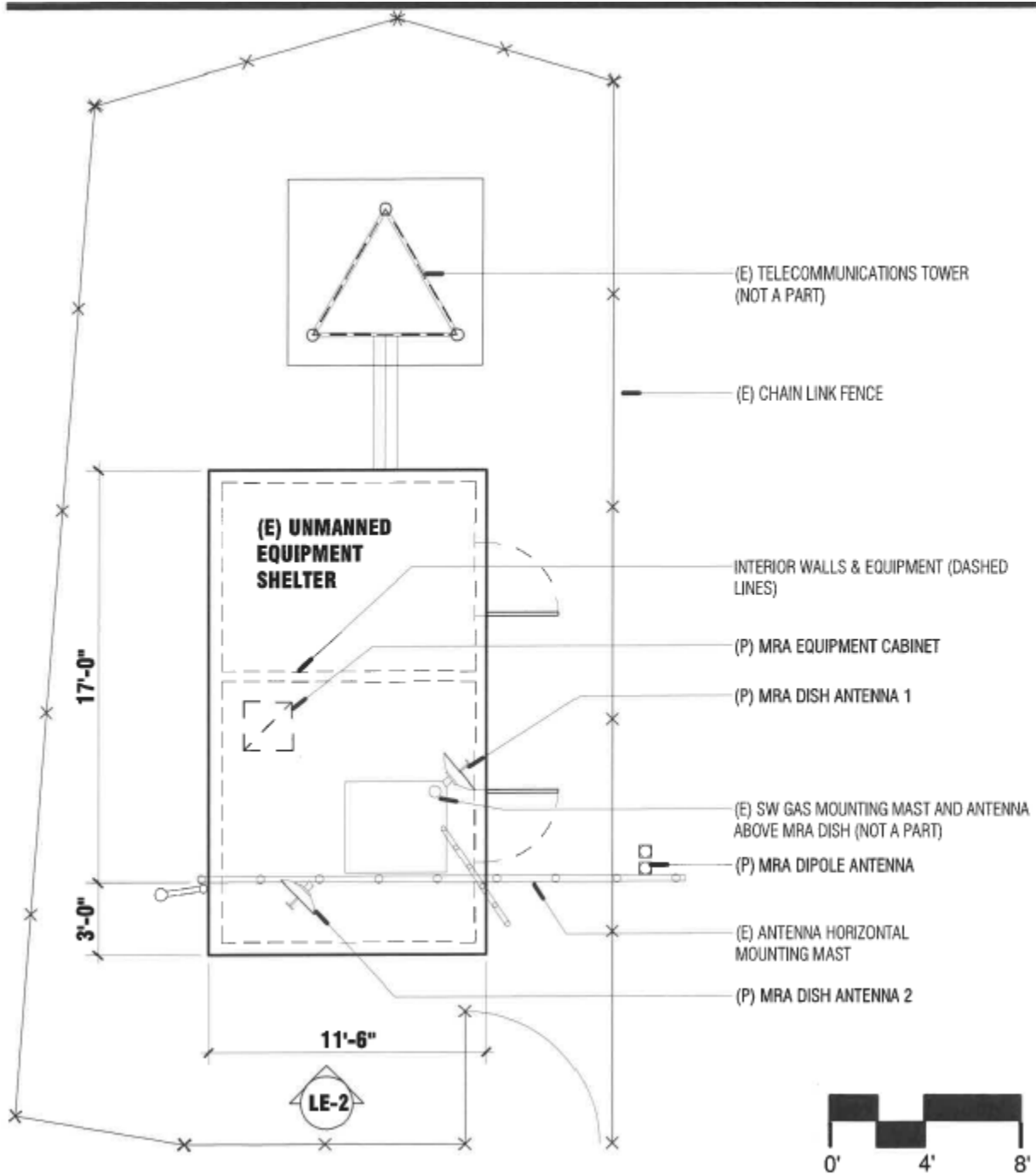
Payments are due upon receipt of invoice and payable within sixty (60) days of invoice date.

CHARGES FOR LICENSED AREA

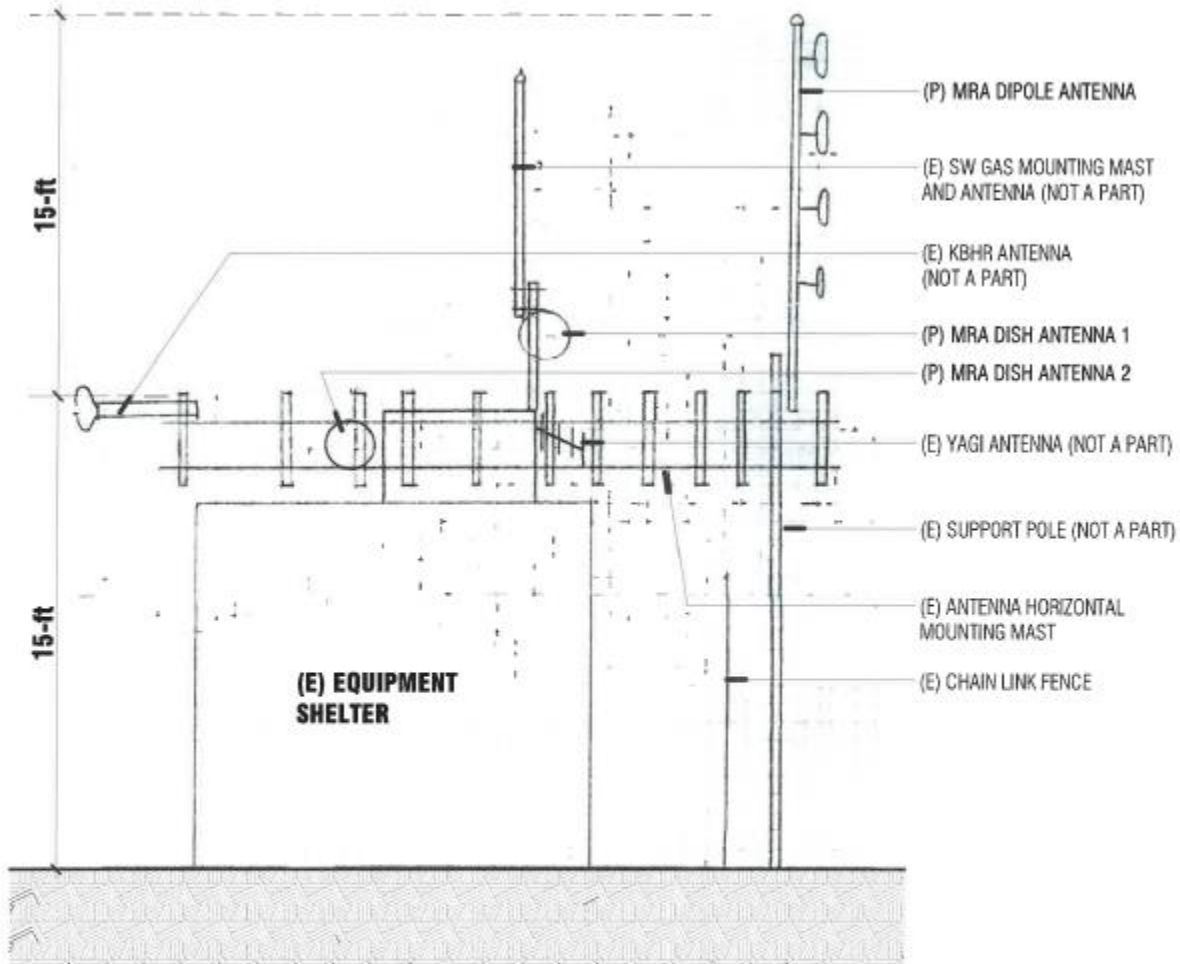
Table with 4 columns: Description, No of Units, Monthly Rack Space Charges Per Unit, Annual Charge (payable semi-annually). Rows include One-Time Contract Administration Charge, Rack Space: 1 Rack, and Annual Payments for Years 1-5, with a Total Cost for 1 Rack for five year period.

**EXHIBIT "B"**  
**SITE PLAN**  
**COUNTY-OWNED EQUIPMENT SHELTER AND ANTENNA STRUCTURE**

**EXHIBIT "C"**  
**LICENSEE'S AUTHORIZED EQUIPMENT**  
**LICENSEE'S EQUIPMENT PLANS**  
**PAGE 1**



**EXHIBIT "C"**  
**LICENSEE's AUTHORIZED EQUIPMENT**  
**PROPOSED LICENSEE'S EQUIPMENT PLANS**  
**PAGE 2**



**Communications Facility - Scope of Collocation**

**Equipment Shelter Use:** Utilize the existing one-story shelter for the following exterior and interior equipment:

- A. Mount One 4-dipole antenna array on an approximately 2.0 inch dia, 15 ft tall mast for transmit and receive extending a maximum of 30 ft above ground level ("AGL") attached to the existing 15 ft tall shelter.
- B. Mount one 3-ft dish antenna (MRA Dish No. 1) to the existing SW Gas mounting mast facing east at approximately 18 ft AGL on center to create a 5.8 GHz link to Mt. Rodman bearing 31.7 deg 29 mile path.
- C. Mount one 3-ft dish antenna (MRA Dish No. 2) approximately 15 ft AGL to the existing roof-mounted horizontal mast facing south for a 5.8 GHz link to Big Bear Village bearing 193.9 deg 3 mile path.
- D. Place an equipment rack inside the Equipment Shelter for two-way radio equipment including but not limited to the following: base station, router switch, network access interface and sealed backup batteries.