

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



ORIGINAL

Contract Number

2210009

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Estrella Media, Inc.
Contractor Representative	Arya Towfighi
Telephone Number	(818) 729-5326
Contract Term	Five Years, commencing on the first day of the calendar month following full execution
Original Contract Amount	\$95,580.00
Amendment Amount	\$0.00
Total Contract Amount	\$95,580.00
Cost Center	7810001000
GRC/PROJ/JOB No.	54004215
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 County's use of a portion of rack space within the Licensor's equipment shelter and a portion of antenna space on the Licensor's equipment shelter located at Sunset Ridge near Upland to install County's antennas on the Licensor's equipment shelter and to install County's radio equipment in County-provided standard racks at rack space within the Licensor's equipment shelter for the installation, operation, and maintenance of County'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

►

Lyle Ballard, Real Property Manager, RESD

Date

LICENSE AGREEMENT

WHEREAS, San Bernardino County, as licensee, ("COUNTY") and Estrella Media, Inc., as licensor, ("LICENSOR") desire to enter into this License Agreement ("License") for COUNTY's use of a certain portion of rack space within the LICENSOR's equipment shelter and a certain portion of antenna space on the LICENSOR's equipment structure located at Sunset Ridge near Upland ("Site") for the installation, operation, and maintenance of COUNTY's wireless communication system; and

WHEREAS, LICENSOR is willing to permit said use of a portion of rack space located within the LICENSOR leased equipment shelter at the Site and a portion of antenna space located on the LICENSOR equipment structure at the Site, as more particularly depicted on Exhibit "B" attached hereto, subject to the Master License attached hereto as Exhibit "C" and made a part hereof; and,

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, including all Exhibits attached to the License, all of which are made a part of this License.
- 1.2 "Site" refers to the real property and all the structures thereon, including LICENSOR's equipment shelter and LICENSOR's equipment structure.
- 1.3 "COUNTY's Equipment" (when applicable) refers individually or collectively to the COUNTY's radio equipment, racks, antenna(s) and any cabling, existing as of the commencement date of this License, as set forth in Exhibit "B" of this License or as may subsequently be approved by LICENSOR during the term. "LICENSOR Improvements" (when applicable) refers individually or collectively to the LICENSOR's equipment shelter, equipment structure, and any cabling existing either prior to or subsequent to the COUNTY's installation of COUNTY's Equipment.

II. LICENSE TO USE

LICENSOR hereby gives permission to COUNTY, to enter the Site for the purpose of installing, operating, and maintaining COUNTY's Equipment on a certain portion of rack space in the LICENSOR's leased equipment shelter, consisting of two rack spaces, and a certain portion of antenna space on the LICENSOR's equipment structure at the Site (collectively, the "Licensed Areas"), as depicted on Exhibit "B" attached hereto and made a part hereof, for COUNTY's wireless communication system. COUNTY shall not install any equipment or antennas at the Licensed Areas or the Site, except as set forth in Exhibit "B" without the prior approval of the LICENSOR, which shall not be unreasonably withheld, delayed, or conditioned. COUNTY shall not be permitted to use the Site or the Licensed Areas for any other purpose, except by prior permission of LICENSOR.

III. COUNTY'S EQUIPMENT

3.1 Acknowledgement of Responsibility

LICENSOR acknowledges that the Licensed Areas are essential to COUNTY's fulfilling its mission of public safety. LICENSOR warrants that it will not disturb or tamper with any of COUNTY's Equipment at the Licensed Areas. Exercising all reasonable diligence, LICENSOR 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 Licensed Areas.

LICENSOR 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 LICENSOR occurring at the Licensed Areas or that damages or interferes with the COUNTY's Equipment.

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: COUNTY will comply with all applicable laws regarding the installation, operation, and maintenance of COUNTY's Equipment.

3.2.2 Access: COUNTY shall have access to the Licensed Areas at the Site is on a twenty-four hours per day/seven days per week basis. COUNTY shall endeavor to request Site access by email or phone to LICENSOR at least three (3) days 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 requested by telephonic means only.

3.2.3 Equipment Changes: Changes and modifications to COUNTY's Equipment are to be approved by LICENSOR prior to any installation of COUNTY's changed equipment. Upon approval of any changes or modifications to COUNTY's Equipment, Exhibit "B" of this License shall be amended to reflect a change in the COUNTY's Equipment and Exhibit "A", shall be amended to reflect any change in the annual license fees due as a result of the changed equipment, which amendment shall be executed by authorized signatories of the parties.

3.2.4 Power: LICENSOR will install electrical power as needed above each rack to be used by COUNTY under this License. The cost for labor and materials to perform the installation work will be the responsibility of the LICENSOR. The cost of electrical power once installed is included in the rates payable by COUNTY pursuant to Section V.

3.3 Additional Controlling Documents – Site is subject to a Master Lease as more particularly described in Exhibit "C" attached hereto and made a part hereof, and may be subject to leases, licenses, rights-of-way, grants, use permits, or other controlling agreements (collectively, "Documents") secured by the LICENSOR from other governmental or private entities. COUNTY 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 COUNTY's use of its

Licensed Area at the Site. If requested by COUNTY in writing, COUNTY will be furnished with copies of any relevant Documents by LICENSOR that may have an impact upon the Site. COUNTY will provide to LICENSOR by the 1st of October of each year the necessary information for LICENSOR to complete and submit Form FS-2700 for the USFS each year.

3.4 Maintenance – The costs of any installation, maintenance, operation, replacement, or removal of the COUNTY's Equipment shall be at the sole expense of COUNTY.

3.5 Interference –COUNTY's Equipment shall not materially interfere, physically or electronically, with any of the LICENSOR's operations and any equipment installed previous to COUNTY's installation or by other licensed users.

In the event the LICENSOR determines that the operation of the COUNTY's Equipment caused or is causing material interference to the equipment of other users at the Site, LICENSOR shall notify COUNTY of such interference and COUNTY, at its sole cost, shall correct such interference within ten (10) working days.

In the event that COUNTY determines that the operation of the LICENSOR's Improvements or the equipment of other users at the Site causes or is causing interference to transmission and/or reception of COUNTY's Equipment, and if such interference is not eliminated by LICENSOR within a ten (10) day period after COUNTY provides notice to LICENSOR, COUNTY shall have the right to terminate this License, without further obligation to LICENSOR. In the event the Site is inaccessible due to a road closure or inclement weather or landslide, the time periods in this Paragraph 3.5 for the Licensor's or the Licensee's respective elimination of interference shall be suspended for the duration of the inaccessibility and such time period shall resume when the Site becomes accessible again. Notwithstanding anything to the contrary in the License, in the event that the interference is determined to be related to another governmental agency, the County agrees to assist directly with the respective governmental agency to resolve the interference.

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 full execution of this License as full execution is evidenced by the date that the last of the parties executes this License "(Commencement Date)" and shall terminate one day prior to the fifth (5th) anniversary of the Commencement Date unless the COUNTY or the LICENSOR, 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. Neither party shall incur any further liability to the other by reason of such termination. Notwithstanding the foregoing, in the event the License is terminated pursuant to this Section IV, but COUNTY requires additional time to remove COUNTY's Equipment after the effective termination date, the License shall automatically continue for a month-to-month term, provided that either party shall have the right to terminate the License by providing the other party with not less than 90 days prior written notice during such month-to-month term. During any such month-to-month term, COUNTY shall pay to LICENSOR

a monthly fee, calculated at the then current annual license fee as set forth in Exhibit A divided by 12).

V. RATES AND PAYMENT TERMS AND IN-KIND CONSIDERATION

- 5.1 COUNTY shall pay to LICENSOR annual license fees in arrears in accordance with the terms of this License.
- 5.2 Payment rates and conditions are set forth on Exhibit "A", "Licensed Areas Annual License Fees and Payment Terms," attached hereto.
- 5.3 No substitution of COUNTY's Equipment is permitted **without pre-approval** of LICENSOR, which shall not be unreasonably withheld, delayed, or conditioned. In the event such substitution or additional equipment is approved by the LICENSOR, Exhibit "B" of this License shall be amended to reflect the revised COUNTY Equipment and Licensed Areas, if applicable, and Exhibit "A", shall be amended to reflect any changes in the annual license fees due, which amendment shall be executed by authorized signatories for LICENSOR and the COUNTY.
- 5.4 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 (3.0%) per license year.

VI. AGREEMENT AUTHORIZATION

Each party represents that the respective individual signing this License on its behalf is a properly authorized representative of said party and has the full power and authority to enter into this License on said party'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, except that COUNTY may assign the License in connection with the sale of all or substantially all of its assets.

VIII. DEFAULT

- 8.1 If the COUNTY does not make timely payment of amounts due under this License or breaches any other material term or condition of this License and such failure to pay or breach continues for more than thirty (30) days after written notice from LICENSOR, COUNTY shall be in default and LICENSOR may pursue any rights or remedies existing in law or in equity.
- 8.2 If the LICENSOR breaches any material term or condition of this License and such breach continues for more than thirty (30) days after written notice from COUNTY, LICENSOR shall be in default and COUNTY may pursue any rights or remedies existing in law or in equity.

- 8.3 Notwithstanding anything to the contrary in Paragraph 8.1 and 8.2, in the event that the nature of either party's breach is such that more than thirty (30) days are reasonably required to cure such breach, the subject party shall not be in default if it commences its cure within said thirty (30) days and diligently pursues the completion of the cure thereafter.

IX. INDEMNIFICATION AND INSURANCE

9.1 Indemnification

- A. The LICENSOR agrees to indemnify, defend (with counsel approved by COUNTY, such approval not to be unreasonably withheld) and hold harmless the COUNTY, its authorized officers, agents, volunteers and employees, from any and all third-party claims, demands, actions, losses, damages, and liability (and/or for any reasonable costs or expenses incurred by the COUNTY related thereto) arising out of: (a) any improvements constructed by the LICENSOR; (b) the LICENSOR's acts and omissions in connection with its ownership and operation of the Site; (c) the use of the Site other than by the COUNTY or anyone acting on the COUNTY's behalf; and (d) toxic waste and environmental contamination not resulting from the COUNTY's use of the Licensed Area, except where such indemnification is prohibited by law. The LICENSOR's indemnification obligation shall survive the 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 obligations.
- B. The COUNTY agrees to indemnify and hold harmless the LICENSOR, and its officers, employees, agents from any and all damages for injury to persons and damage to property arising out of the acts or omissions of the COUNTY, its officers, employees, agents, or volunteers in connection with the COUNTY's use of the Licensed Area.

9.2 Insurance

The LICENSOR agrees to provide insurance set forth in accordance with the requirements herein. If the LICENSOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the LICENSOR agrees to amend, supplement or endorse the existing coverage to do so. Nothing herein is intended to obviate the need for COUNTY to secure and maintain its own insurance coverage. Without in any way affecting the indemnity herein provided and in addition thereto, LICENSOR shall secure and maintain throughout the License the following types of insurance with limits as shown:

- 9.2.1 Workers' Compensation/Employers Liability – 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 LICENSOR and all risks to such persons under this License.
- 9.2.2. Commercial/General Liability Insurance – LICENSOR shall carry General Liability Insurance covering all operations performed by or on behalf of the

LICENSOR 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 – LICENSOR shall carry a policy providing all risk coverage for the Licensed Areas, including any structures, improvements, 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 the insured 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 a party 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 Insured – All policies, except for the Workers' Compensation policies, shall contain endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional 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 Reserved

9.2.8 Reserved

9.2.9 Proof of Coverage – LICENSOR shall furnish Certificates of Insurance to the San Bernardino Real Estate Services Department (RESD)

administering the License evidencing the insurance coverage, including endorsements, as required, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to RESD. LICENSOR shall maintain such insurance for the duration of the License hereunder. Within 15 days after the Commencement Date, LICENSOR 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 LICENSOR 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 LICENSOR 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 – Insurance requirements are subject to periodic review by the COUNTY. 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 change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this License. LICENSOR 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-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by COUNTY’s Director of Risk Management.

9.2.14 Failure to Procure Insurance. All insurance required must be maintained in force at all times by LICENSOR. Failure to maintain said insurance, due to expiration, cancellation, etc., shall be cause for the COUNTY to give notice immediately. Failure to reinstate said insurance within the (10) days

of notice to do so shall be cause for termination of this License and for forfeiture of this agreement.

9.2.15 COUNTY shall have no liability for any premiums charged for such coverage(s). The inclusion of COUNTY as an additional named insured is not intended to and shall not make a partner or joint venturer with LICENSOR in LICENSOR's operations. COUNTY has and will maintain its own insurance policies, and LICENSOR shall have no liability for any premiums charged for such coverage(s).

9.2.16 LICENSOR 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 in compliance with this Section of the License.

X. GENERAL TERMS AND CONDITIONS

- 10.1 Permits - COUNTY is responsible for obtaining and paying any costs of all permits, licenses or approvals by any regulatory bodies having jurisdiction over the COUNTY's use at the Licensed Areas 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 either party 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 LICENSOR mutually agree in writing. Any such amendment must be signed/approved by authorized representatives of the COUNTY and LICENSOR. This License shall be governed by the laws of the State of California.
- 10.7 Surrender - At the expiration or earlier termination of this License, COUNTY may, remove any and all of COUNTY's Equipment from the Licensed Areas and surrender all rights and privileges under this License. If COUNTY fails to restore the Licensed Area to its former condition existing as of the Commencement Date, reasonable wear and tear excluded, subject to Paragraphs 8.1 and 8.3, the LICENSOR may restore the Licensed Areas at COUNTY's sole expense.
- 10.8 Reserved.

- 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:

Licensor: Estrella Media, Inc.
1845 Empire Ave.
Burbank, CA 91504
Attn: Arya Towfighi, EVP, General Counsel

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

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

- 10.10 ATTORNEY'S FEES AND COSTS. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, regardless of which party is the prevailing party, must bear its own costs and attorneys' fees. This paragraph will not apply to those costs and attorneys' fees directly arising from any third-party legal action against a party hereto and payable to the COUNTY under Paragraph 9.1, INDEMNIFICATION, Paragraph 9.2 INSURANCE REQUIREMENTS AND SPECIFICATIONS, and Paragraph 15, PUBLIC RECORDS DISCLOSURE.

- 10.11 VENUE. The parties acknowledge and agree that this License was entered into and intended to be performed in the County of San Bernardino, California. The parties agree that the venue for any action or claim brought by any party to this License will be the Superior Court of the State of California, County of San Bernardino. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this License is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of the State of California, County of San Bernardino.

XI. FORMER COUNTY OFFICIALS

LICENSOR has provided information on former COUNTY administrative officials (as defined below) who are employed by or represent LICENSOR. The information provided includes a list of the full names of the former COUNTY administrative officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates,

or members of the LICENSOR. The information also includes the title/description of the official's last position with the COUNTY, the date the official terminated COUNTY employment, the official's current employment or representative capacity with LICENSOR, and the date the official entered LICENSOR's employment and/or representation. For purposes of this provision, "COUNTY administrative official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Administrative Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit. (See Exhibit "D", List of Former County Officials.)

XII. PUBLIC RECORDS DISCLOSURE.

LICENSOR acknowledges and agrees that all information received by COUNTY from LICENSOR or any source concerning the License, including the License itself, may be treated by COUNTY as public information, subject to disclosure under the provisions of the California Public Records Act (Government Code Section 6250 et seq.), the Ralph M Brown Act, or any other open records laws ("Public Records Laws"). LICENSOR further acknowledges and agrees that, although all information received by COUNTY in connection with the License are intended for the exclusive use of COUNTY, such information is potentially subject to disclosure under Public Records Laws. In the event LICENSOR, at the time any information is provided to COUNTY, has reasonably requested in writing that certain information as to the License or each Event be held in confidence and a request for disclosure of such information is thereafter received by COUNTY, COUNTY shall endeavor to notify LICENSOR of said request and shall thereafter disclose the requested information unless LICENSOR, within five (5) days of COUNTY's notice of such disclosure request: (i) requests that the information not be disclosed; (ii) provides a legally sound basis for nondisclosure (as determined in COUNTY's sole discretion); and (iii) agrees in writing to indemnify, defend (with counsel reasonably approved by COUNTY), and hold harmless COUNTY and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of or related the required disclosure. Notwithstanding anything to the contrary in the License, if COUNTY does not notify LICENSOR of such disclosure request or if COUNTY does not deem LICENSOR's basis for nondisclosure to be legally sufficient, as determined by COUNTY in its sole discretion, COUNTY shall not be liable for any claims for damages, lost profits, or other injuries of any and all kinds and LICENSOR waives any and all such claims against COUNTY. LICENSOR's indemnity obligation shall survive the expiration or earlier termination of the License.

XIII. ELECTRONIC SIGNATURES


This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

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

LICENSOR: ESTRELLA MEDIA, INC.

► 
Curt Hagman, Chairman, Board of Supervisors

By ► 
(Authorized signature - sign in blue ink)

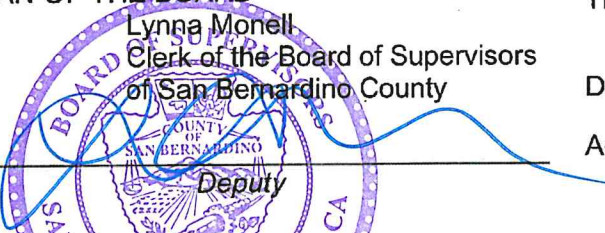
NOV 15 2022

Dated: _____

Name: Arya Towfighi

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

Title: EVP, General Counsel


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

Dated: November 4, 2022

By

Address 1845 Empire Avenue
Burbank, CA 91504



Date: NOV 15 2022

Approved as to Legal Form:

Tom Bunton, County Counsel
San Bernardino County, California

By 
Agnes Cheng, Deputy County Counsel

11/3/2022

Date: _____

EXHIBIT "A"

LICENSED AREAS ANNUAL LICENSE FEES AND PAYMENT TERMS

LICENSED AREAS TO BE PROVIDED

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

☒ Rack and Antenna Space Annual License Fee @ \$18,000.00 per year.

PAYMENT SCHEDULE

COUNTY shall be invoiced as specified by check mark:

☐ **Monthly Payment:** On the last day of each month during the term.

☒ **Semi-Annual Payment:** The first payment shall be due at the end of the sixth month after the Commencement Date. All subsequent payments thereafter shall be due at the end of each six-month period during the Term.

ANNUAL LICENSE FEES FOR LICENSED AREA

Licensed Areas	No. of Units	Monthly License Fee for Rack Space	Annual License Fee (payable semi-annually)
Rack space	2		
Rack Space: 2 Racks			
Annual Payment Year 1	2	\$750.00	\$18,000.00
Annual Payment Year 2	2	\$772.50	\$18,540.00
Annual Payment Year 3	2	\$795.50	\$19,092.00
Annual Payment Year 4	2	\$819.50	\$19,668.00
Annual Payment Year 5	2	\$845.00	\$20,280.00
Total Cost for 2 Racks for five-year period			\$95,580.00