

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



**ORIGINAL**

Contract Number

10-524

SAP Number

## Real Estate Services Department

<b>Department Contract Representative</b>	Terry W. Thompson, Director
<b>Telephone Number</b>	(909) 387-5252
<b>Contractor</b>	<b>Consolidated Fire Agencies</b>
<b>Contractor Representative</b>	<b>Mike Bell</b>
<b>Telephone Number</b>	<b>356-2377</b>
<b>Contract Term</b>	7/1/2020 – 6/30/2025
<b>Original Contract Amount</b>	\$89,377.56
<b>Amendment Amount</b>	\$0.00
<b>Total Contract Amount</b>	\$89,377.56
<b>Cost Center</b>	7810001000
<b>GRC/PROJ/JOB No.</b>	<b>89004034</b>
<b>Internal Order No.</b>	

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

This License is for a period of five years commencing July 1, 2020 and ending on June 30, 2025 for the Licensee's use of a portion of County's existing rack space system within the County-owned building located at 15900 Smoke Tree, Hesperia, CA to install and operate Licensee's electronic server system equipment.

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

WHEREAS, Consolidated Fire Agencies as licensee ("LICENSEE") and the County of San Bernardino 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 located at the COUNTY's communication site, commonly known as the High Desert Government Center with an address of 15900 Smoke Tree , Hesperia, CA ("Site"), for the installation and operation of LICENSEE's electronic server system equipment; and

WHEREAS, COUNTY is willing to permit said use of a portion of the COUNTY rack space at the Site subject to certain conditions as more specifically set forth in this License; and,

WHEREAS, portions of the rack space 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 and all the structures thereon, including (i) COUNTY-designated 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 designated tower space for the placement of the antenna(s) as may be singularly or collectively approved by COUNTY.
- 1.3 "Improvements" (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 Information Services Department (ISD)-Communications Division, and as of the commencement date of this License shall mean the equipment set forth in Exhibit "B" 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 Improvements on a portion of rack space at the Site as designed by the County ("Licensed Area"), which Improvements consist of two rack spaces for server cabinets and proposed future installation of radio equipment, as depicted on Exhibit "B" attached hereto and made a part hereof. LICENSEE acknowledges and agrees that whether LICENSEE installs any proposed equipment in the two reserved rack spaces or not, LICENSEE shall pay fees for said reserved rack spaces in accordance with Exhibit "A" for the entire duration of the term of this License. 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 monopole 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 IMPROVEMENTS

#### 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, 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 Improvements 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 Improvements 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 standard safety practices when climbing towers and when installing Improvements on the Licensed Area as designed by the County. LICENSEE agrees to install, maintain, and operate its Improvements in accordance with the highest standard prevailing in the communications industry. Installation practices and materials are subject to approval of the County's Information Services Department-Public Safety Communications Division (ISD).

3.2.2 Access: Access to rack space and any antenna space at the Site shall be as described below:

3.2.2.1 Non-emergency Access: For all non-emergency access, LICENSEE must request Site access at least one (1) working day (defined as the San Bernardino County government working days excluding government closures and holidays) prior to the desired access date. All such access shall be on an escorted basis.

3.2.2.2 Emergency Access: In the event that LICENSEE requires entry to the Site due to an emergency (defined as an event that is life-threatening or would result in imminent and substantial destruction of property),

a) LICENSEE shall first coordinate such access with COUNTY by contacting ISD at 1-909-884-4884 (or any subsequent number provided by COUNTY in writing to LICENSEE);

b) If COUNTY provides an escort within thirty (30) minutes response time, access shall be on an escorted basis.

c) If COUNTY cannot provide escorted access within the response time indicated above in Paragraph 3.2.2.2.b, LICENSEE employees (not contractors) with specific experience in communication systems and related equipment, cabling and antenna(s) that have been pre-approved by COUNTY to serve as

the LICENSEE's approved emergency access individuals ("LICENSEE's Approved Emergency Access Employees") together with LICENSEE's contractors, if any, shall have a limited right of entry without COUNTY escort for the period of time reasonably necessary to remedy said emergency and LICENSEE shall be responsible for all damages to the Site and to COUNTY or third-party improvements and property thereon caused by such entry and/or its remedy of said emergency.

- d) Upon execution of this License, LICENSEE shall provide COUNTY with the name(s) of the proposed LICENSEE's Approved Emergency Access Employees for COUNTY's approval at its sole discretion. LICENSEE shall further provide the COUNTY with any additional information necessary to verify the proposed employee's required experience. LICENSEE shall immediately notify the COUNTY if any LICENSEE's Approved Emergency Access Employees are no longer employed by LICENSEE. LICENSEE shall, at least once every six (6) months during the term of the License, provide COUNTY with a notice certifying that there are no changes to said list, or if there are changes, the changes proposed by the LICENSEE.

3.2.3 **Equipment Changes:** Changes and modifications to Improvements 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 ISD-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. If requested by LICENSEE in writing, LICENSEE will be furnished with copies of any relevant Documents that may have an impact upon the Site.

3.4 **Maintenance** – The costs of any installation, maintenance, operation, replacement, or removal of the Improvements shall be at the sole expense of LICENSEE.

3.5 **Interference** – Improvements shall be located so as not to interfere, physically or electronically, with any of the COUNTY's operations and any improvements 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 Improvements 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 ISD shall notify LICENSEE to correct the problem.

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 Improvements from service, and take whatever immediate steps are necessary to eliminate said interference, including powering off LICENSEE's Improvements without further notification.

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

This License shall be for a term of five (5) years, commencing on July 1, 2020 ("Commencement Date") and shall terminate on June 30, 2025, unless 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. 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 its Improvements 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 service rate as set forth in Section V 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 Service 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 LICENSEE's equipment or additional equipment comprising its Improvements is permitted **without written pre-approval** of County's ISD. 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 service levels, 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

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 the performance of services hereunder. 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 from the time LICENSEE commences use under the License hereunder until the end of the period 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 all Improvements. LICENSEE shall, if appropriate, immediately remove any and all of LICENSEE's Improvements 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: Consolidated Fire Agencies  
1743 W. Miro Way  
Rialto, CA. 92376

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

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

#### **XI. INFORMATION SERVICES DEPARTMENT AUTHORIZATION**

The County's Information Services 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 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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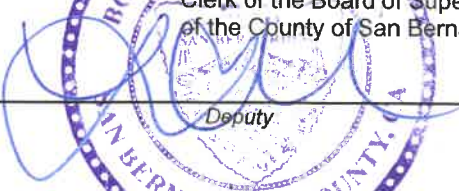
IN WITNESS THEREOF, the parties have hereto executed this License on the date set forth below their respective signatures.

**COUNTY OF SAN BERNARDINO**

▶   
Curt Hagman, Chairman, Board of Supervisors

Dated: JUN 02 2020

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 the County of San Bernardino

By Deputy



**LICENSEE: Consolidated Fire Agencies**


By ▶   
(Authorized signature - sign in blue ink)

Name: Mike Bell

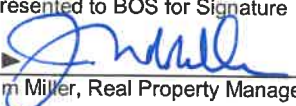
Title: Director

Dated: MARCH 26, 2020

Address 1743 W. Miro Way  
Rialto, CA 92376

Approved as to Legal Form  
▶   
Agnes Cheng, Deputy County Counsel  
Date 3/11/2020

Approved  
▶ \_\_\_\_\_  
Date \_\_\_\_\_

Presented to BOS for Signature  
▶   
Jim Miller, Real Property Manager  
Date 5-21-2020

**EXHIBIT "A"**

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

**SERVICES TO BE PROVIDED**

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

Rack Space Rental Fee @ \$8,287.00 per rack per year.

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 last day of each month of services rendered.

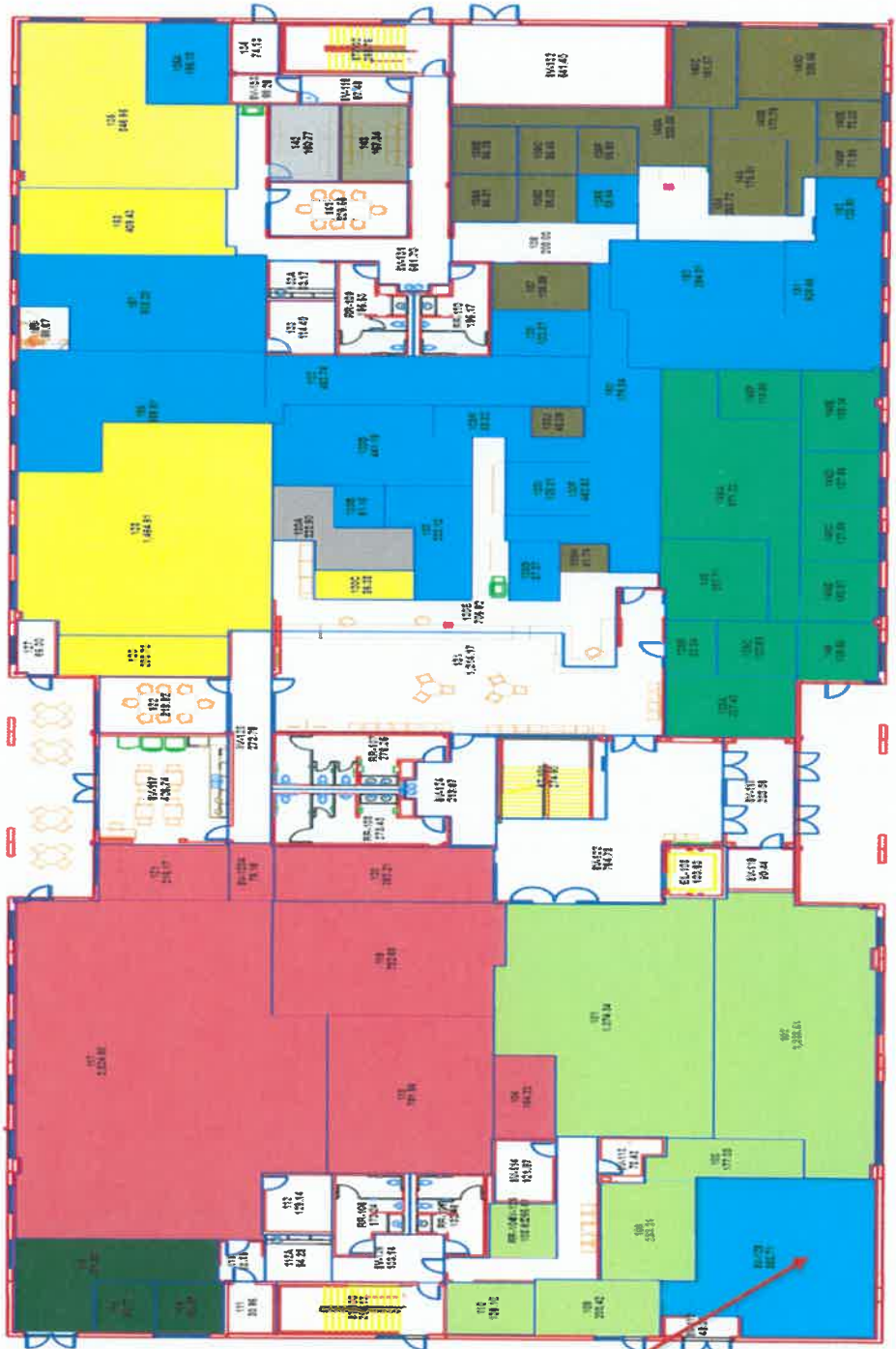
**Semi-Annual Invoicing:** On June 30 (for period July 1 through December 31) and on December 31 (for period January 1 through June 30 of the successive year). Both invoices equal to one half of the annual fee listed below. The first payment due for the period 7/1/2020 – 12/31/2019 shall be invoiced by COUNTY after mutual execution of this License, payable within 60 days of the invoice date.

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

**CHARGES FOR SERVICES**

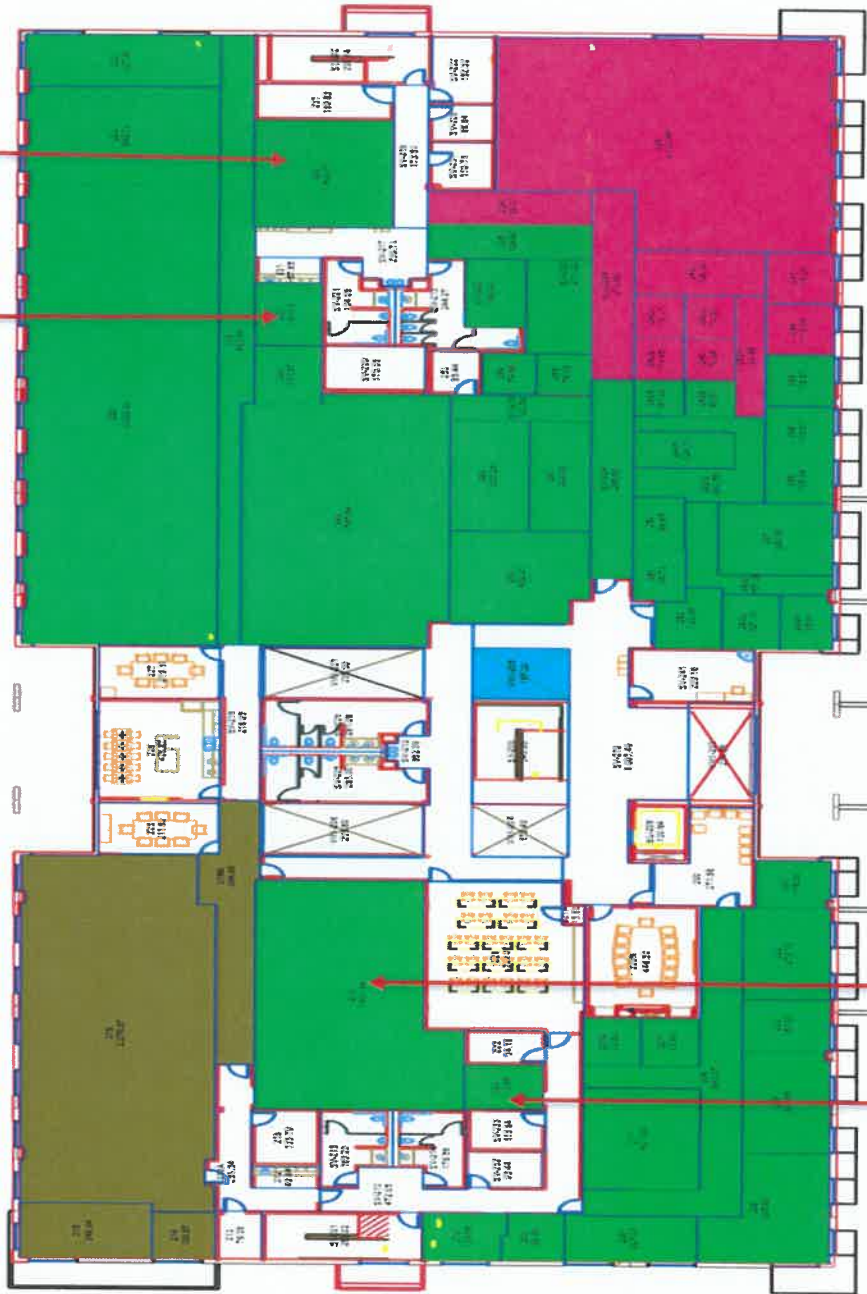
Equipment Type	No of Units	Rack Space Charges	Annual Charge
One-Time Contract Administration Charge**	1		\$500.00
Rack Space: <u>2</u> Racks			
Annual Payment 7/1/20-6/30/2021	2	\$8,287.00	\$16,574.00
Annual Payment 7/1/2021 – 6/30/2022	2	\$8,577.05	\$17,154.10
Annual Payment 7/1/2022 – 6/30/2023	2	\$8,877.25	\$17,754.50
Annual Payment 7/1/2023 – 6/30/2024	2	\$9,187.95	\$18,375.90
Annual Payment 7/1/2024 – 6/30/2025	2	\$9,509.53	\$19,019.06
Total Cost for 2 Racks for period 7/1/2020 - 6/30/2025	2		\$89,377.56

**EXHIBIT "B"**  
**Page 1**  
**LICENSED AREA LOCATION**  
**First Floor**



**Room 129 Server Room (shared space)**  
**Use-Wide Area Network Equipment-Frontier & Spectrum connections**

**EXHIBIT "B"**  
**PAGE 2**  
**LICENSED AREA LOCATION**  
**SECOND FLOOR**



**ROOM 232- PATCH PANEL (Shared Space)**

**ROOM 230- COMMUNICATION ROOM (Shared Space)**  
**USE-ONE RACK-WIDE AREA AND LOCAL AREA NETWORK EQUIPMENT**

**ROOM 223-COMMUNICATION ROOM-(Access Only Space)**  
**USE-ACCESS TO VERIZON 911 CIRCUITS**

**ROOM 219-COMMUNICATION ROOM (Shared Space)**  
**USE-SERVER CABINET, PATCH PANEL, NETWORK SWITCHES**