



Contract Number

SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5252</u>
Contractor	<u>Lake Havasu City, Arizona</u>
Contractor Representative	<u>Captain Troy Stirling</u>
Telephone Number	<u>(928) 680-5452</u>
Contract Term	<u>Ten years commencing upon full execution</u>
Original Contract Amount	<u>\$0.00 (in-kind consideration)</u>
Amendment Amount	<u>-</u>
Total Contract Amount	<u>\$0.00</u>
Cost Center	<u>1200304020</u>
GRC/PROJ/JOB No.	<u>54004057</u>
Internal Order No.	<u></u>

Briefly describe the general nature of the contract:

This License Agreement is for a period of ten years with two (2) five year options to extend the term of the license for the County's use of one half of one side of one (1) standard radio equipment rack space in Lake Havasu City, AZ server room and antenna space on the City's antenna structure located at the City's Police Department with an address of 2360 N. McCulloch Blvd., Lake Havasu City, AZ. In-lieu of monetary fees, the City will receive in-kind consideration of having the County's public safety radio system at the licensed space, which is used by the City and a public benefit, and the County providing radio access without monthly access fees through two County-provided control stations, and 10 City-provided equipment for interoperability with the County's public safety radio system.

FOR COUNTY USE ONLY

Approved as to Legal Form

► Please see signature page

Agnes Cheng, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Jim Miller, Real Property Manager, RESD

Date _____

LICENSE AGREEMENT

This license agreement ("the License") is made by and between the County of San Bernardino, a body politic and corporate, as licensee, hereinafter designated as "COUNTY" and Lake Havasu City, AZ, a body politic and corporate, as licensor, hereinafter designated as "CITY". COUNTY and CITY are at times collectively referred to as the "Parties" or individually as the "Party".

RECITALS

WHEREAS, the CITY is the fee owner of that certain real property located at 2360 N. McCulloch Blvd., Lake Havasu City, AZ ("Property") on which a building commonly referred to as Lake Havasu City Police Department is situated ("the Building"); and,

WHEREAS, the City operates a communication facility ("Facility") at the Property, comprising a radio communication server room within the Building ("Server Room"), as shown on Exhibit "A," Sheet One, Server Room Depiction, attached hereto and made a part hereof, and an antenna structure located on the roof of the Building ("Antenna Structure"), as shown on Exhibit "A," Sheet Two, Antenna Structure Depiction, attached hereto and made a part hereof; and

WHEREAS, the CITY has radio rack space in the Server Room and antenna space on the Antenna Structure at the Facility that are currently excess to its needs; and,

WHEREAS, the COUNTY desires to install its radio equipment in the Server Room and antennas on the Antenna Structure at the Facility as part of its public safety radio system, which will provide electronic communications interoperability during cooperative joint COUNTY and CITY law enforcement operations along the Colorado River corridor; and,

WHEREAS, the COUNTY and the CITY desire to enter into this License for the COUNTY's use of a portion of the Facility; and,

NOW, THEREFORE in consideration of mutual covenants and conditions, the Parties hereto agree to the following:

COVENANTS AND AGREEMENTS:

1. **USE:** The CITY grants a license to COUNTY for the use of: (a) one half of one side of one (1) standard radio equipment rack space (19" wide x 84" tall) in the Server Room for one (1) rectifier, four (4) microwave radio units, one (1) router and two (2) INUe converters; and (b) antenna space on the Antenna Structure for two (2) CommScope microwave antennas and antenna support hardware along with associated cables, wiring, lines, conduits and accessories (collectively, the COUNTY's portion of the Facility shall be referred to as the "Licensed Space" and the COUNTY's equipment on the Licensed Space shall be referred to as "COUNTY's Equipment") or the purposes installing, operating, and maintaining a portion of the COUNTY's public safety radio system. COUNTY's use of the Licensed Space shall not interfere with the CITY's use of the Facility nor any of the CITY's equipment installed at the Facility before the execution of this License.

2. **TERM:** The initial term of the License shall be for ten (10) years, commencing on full execution of this License as evidenced by the last date of signature of the Parties hereto (the "Commencement Date") and ending on the day immediately preceding the tenth (10th) anniversary of the Commencement Date (the "Initial Term"). The Initial Term, together with each Extended Term, if any, are referred to as the "Term".

3. **OPTION TO EXTEND TERM:** CITY gives COUNTY the option to extend the License on the same provisions and conditions for two (2) five-year periods (each an "Extended Term") following expiration of the Initial Term or the then current Term. The Initial Term shall automatically be extended for each Extended Term unless either Party notifies the other Party at least 180 days prior to the expiration of the then current Term that

the Party delivering the notice exercises its right to terminate the License effective at the end of the then current Term. COUNTY's RESD Director shall have the authority on behalf of COUNTY to provide CITY with notice of termination pursuant to this paragraph.

4. **FEES:** In lieu of monetary license fees for the COUNTY's use of the Licensed Space under this License, the parties agree to exchange the following consideration, which is deemed by the parties to be of equal value. The CITY shall provide the Licensed Space to the COUNTY at no monetary cost for the Term of this License, and in lieu of monetary license fees, the COUNTY shall, subject to CITY's installation of breakers and conduit wiring pursuant to Paragraph 12 of the License: (a) install, operate, and maintain, at COUNTY's sole cost and expense, a portion of the COUNTY's public safety radio system, including, but not limited to, equipment, wiring, cabling, and antennas, at the Licensed Space, which the CITY acknowledges is a public benefit contribution, and (b) provide to CITY access to COUNTY's public safety radio system without monthly access fees through two (2) COUNTY-provided control stations and ten (10) CITY-provided equipment. Any additional access by CITY shall incur monthly access fees. The two COUNTY-provided control stations, which are desk-mounted radio equipment that provide voice radio access to COUNTY frequencies, shall be used and maintained by CITY during the term of this License but shall remain the personal property of COUNTY and shall be returned to COUNTY in as good a condition as received, reasonable wear and tear excluded, at the expiration or the earlier termination of this License. The ten CITY-provided equipment shall remain the personal property of CITY and shall be re-programmed and maintained by the CITY at CITY's sole cost to access the COUNTY's public safety radio system.

5. **CONDITION OF LICENSED SPACE:** The Licensed Space is provided to COUNTY in good working order, condition, and repair and the Property, including, but not limited to the Facility and the Licensed Space, in compliance with all applicable law.

6. **ASSIGNMENT:** This License shall not be assigned nor shall the Licensed Space be sub-licensed or otherwise transferred without the express written approval of the CITY, which approval shall not be unreasonably withheld, conditioned or delayed. Except as provided in this License, any assignment, sub-license, or other transfer without the written approval of the CITY shall be null and void.

7. **CITY'S ACCESS TO LICENSED SPACE:** CITY and its authorized representatives shall have the right to enter the Licensed Space at all reasonable times during the COUNTY's normal business hours by providing not less than two (2) County business days prior written notice for any of the following purposes, provided that CITY's access shall be conducted in a manner that will cause the least possible inconvenience, annoyance, or disturbance to COUNTY's operations at the Licensed Space:

- A. To determine whether the Licensed Space is in the condition required by this License.
- B. To perform any necessary maintenance and to make any restoration to the Licensed Space that the City has the right or obligation to perform under this License.
- C. To serve, post or keep posted any notices required by law.
- D. To maintain, operate and reconfigure all City-owned radio equipment and antennas and cabling located within the Licensed Space.

8. **COUNTY'S ACCESS TO FACILITY:** COUNTY, its employees and authorized contractors and agents will be escorted by City IT staff while in the Facility and the Licensed Space.

9. **MAINTENANCE:**

- A. COUNTY, at its sole cost and expense, shall keep the Licensed Space in a clean and tidy condition. COUNTY, at its sole cost and expense shall maintain the COUNTY's Equipment at the Licensed Space.

B. CITY, at its sole cost and expense, shall maintain and repair the Property, including, but not limited to, the Building, Facility and the Licensed Space, in good order, condition, and repair and in compliance with all applicable laws, provided that to the extent that any maintenance or repair to the Licensed Space caused by the negligence or intentional misconduct of COUNTY or its employees or authorized contractor, COUNTY shall, at its option, perform the resulting maintenance or repair to the condition existing immediately prior any damage, reasonable wear and tear excluded, or reimburse CITY for its cost of such maintenance and repair.

C. CITY shall have ten (10) days after notice from COUNTY to perform its obligation under Paragraph 9. B, except that CITY shall perform its obligations immediately if the nature of the problem presents a material hazard or emergency. Provided, however, if the nature and/or extent of CITY's obligation is such that more than ten (10) days are reasonably required to complete, the CITY shall not be in default if COUNTY commences its obligation within said ten (10) day period and thereafter diligently prosecutes its obligation to completion. If CITY does not perform its obligations within the time limitations in this paragraph, COUNTY after notice to CITY can (but shall not be obligated to) perform the obligations and have the right to be reimbursed for the sum it actually expends in the performance of CITY's obligations. Any notice or demand concerning a material hazard or emergency may be made orally, by telephone or otherwise, provided that written confirmation is given within five (5) days after the oral notice or demand is made. Such written confirmation shall be made as provided in Paragraph 32, **NOTICES**.

10. **HAZARDOUS SUBSTANCES:**

A. CITY hereby represents and warrants that, to the best of CITY's knowledge, information and belief: (i) the Property, including the Licensed Space, the Facility, and the Building, have not been exposed to Hazardous Substances and are presently free of all Hazardous Substances; (ii) neither the CITY nor any of the other current tenants or licensees, if any, on the Property is in violation or subject to an existing, pending or threatened investigation by any governmental authority under any applicable federal, state or local law, regulation, ordinance or other legislation pertaining to air, water, or soil quality or the handling, transportation, storage, treatment, usage or disposal of Hazardous Substances; (iii) any handling, transportation, storage, treatment or use of toxic or Hazardous Substances at the Property to date has been in compliance with applicable laws; and (iv) no reportable use has occurred on the Property to date, and the soil, groundwater and vapor on or under the Property is free of Hazardous Substances as of the Commencement Date.

B. To the extent permitted by law, CITY shall indemnify, protect, defend and hold COUNTY, its contractors, agents and employees, harmless from and against any and all losses and/or damages, liabilities, judgments, costs, claims, expenses, penalties, including attorneys' and consultant's fees, arising out of or involving the existence of any Hazardous Substances located in, about or under the Property: (i) prior to the Commencement Date of this License, and (ii) not caused or permitted by COUNTY during the Term. Additionally, the issuance of an order by any governmental authority directing the CITY or any of CITY's other tenants or licensees on the Property to cease and desist any illegal action in connection with a Hazardous Substance, or to remediate a contaminated condition caused by the CITY or any person acting under CITY's direct control and authority is a breach of this License, and CITY shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by COUNTY in connection with or in response to such order. CITY's obligations under this paragraph shall include, but shall not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by COUNTY, and the cost of investigation, removal, remediation, restoration and/or abatement thereof. CITY's obligations under this provision shall survive the expiration or early termination of this License. CITY shall not be released from its obligations under this License with regard to Hazardous Substances unless specifically agreed to by COUNTY in writing. City shall have no obligation under this Paragraph B for any losses and/or damages, liabilities, judgments, costs, claims, expenses, penalties, including attorneys' and consultant's fees in connection with any Hazardous Substance located in or on the Licensed Space and caused or permitted by the County or its officers, officials, employees, agents and contractors (collectively, "County Indemnity Obligations"). County shall indemnify, protect, defend and hold City and its officials, officers, contractors,

agents and employees, harmless from and against any and all County Indemnity Obligations. The County's obligations under this provision shall survive the expiration or early termination of this License.

C. For the purposes of this paragraph, the following definitions shall apply:

(1) "Hazardous Substance," as used in this License, shall mean any product, substance or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Property, is either (i) potentially injurious to the public health, safety or welfare, the environment or the Property; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of CITY or COUNTY under any applicable statute or common law theory.

(2) "Reportable use" shall mean (i) the installation or use of any above- or below-ground storage tank; (ii) the generation, possession, storage, use, transportation or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with any governmental authority and/or (iii) the presence at the Property of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Property or neighboring properties.

The term "Applicable Requirements" shall be deemed to refer to all applicable laws, covenants or restrictions of record, building codes, regulations and ordinances.

11. **ALTERATIONS:** COUNTY shall not make any structural or exterior improvements or alterations to the Licensed Space without CITY's consent, which consent shall not be unreasonably withheld, delayed, or conditioned. .

12. **UTILITIES:** CITY shall furnish to the Facility, including the Licensed Space, and pay, at its sole cost and expense, all service charges and related taxes for water, trash, sewer, electric, gas and all other utilities. Upon full execution of this License, CITY shall install two 220 volt breakers and conduit wiring runs to the Licensed Space that have been pre-approved by COUNTY and invoice the County upon completion. Within forty-five days of the receipt of an invoice by COUNTY from CITY, COUNTY shall reimburse CITY for the cost of the installation of the two 220 volt breakers and conduit wiring runs to the Licensed Space, which cost shall not exceed Two Thousand and 00/100 Dollars (\$2,000.00), unless prior written approval by an authorized representative is provided by COUNTY to CITY.

13. **INTERFERENCE:** COUNTY and CITY shall operate its own equipment at the Licensed Space and the Facility, respectively, in such a manner so as not to unreasonably interfere electronically or physically with the equipment of the other party.

14. **COUNTY'S EQUIPMENT:** All of COUNTY's Equipment at the Licensed Space shall remain the property of COUNTY. COUNTY shall have the right, at no additional charge, to add, remove, modify, or replace COUNTY's Equipment at the Licensed Space. Upon expiration nor earlier termination of this License, the COUNTY shall have the right to remove the County's Equipment.

15. **RETURN OF LICENSED SPACE:** The COUNTY agrees that it will, upon any termination of this License, return the Licensed Space in a clean and tidy condition, reasonable wear and tear excepted.

16. **DEFAULT AND RIGHT TO TERMINATE:**

A. If either party should fail to perform, keep or observe any of the terms, conditions or covenants as set forth in this License:

(1) This License will not be terminated if within the time period expressly set forth in the License or within thirty (30) days after receipt of such written notice if no time period is expressly set forth in the License, the defaulting party shall timely cure the condition or default.

(2) If such condition or default should continue beyond the time period set forth in the License for its cure, the non-defaulting party may, at its option, elect to terminate this License by providing written notice to the defaulting party. Such election to terminate shall not be construed as a waiver of any claim the non-defaulting party may have against the defaulting party, consistent with such termination.

(3) If, however, the nature or extent of such condition or default is such that more than the time set forth in the License for its cure is reasonably required to complete the cure, the defaulting party shall not be in default if the defaulting party shall have commenced its cure of such default within the time period set forth in the License and shall thereafter continuously and diligently proceed in good faith to complete its cure of such default; in which case, the period to cure shall be extended for such length of time as is reasonably necessary to complete the cure.

B. If, however, in the reasonable discretion of the non-defaulting party, the defaulting party acts or fails to act and such act or inaction creates an imminent and material hazard or emergency, the non-defaulting party shall send a notice to the defaulting party of such hazard or emergency and the defaulting party shall perform its obligations within ten (10) days after receipt of such notice. If the defaulting party fails to perform its obligations within ten (10) days, the non-defaulting party may upon notice to the defaulting party perform the obligations and have the right to be reimbursed for the sum it reasonably expends (including charges for non-defaulting party's equipment and personnel) in the performance of the defaulting party's obligations regarding such hazard or emergency.

C. Upon any expiration or any earlier termination of this License, COUNTY agrees to surrender the Licensed Space in accordance with this License. In the event of the failure of COUNTY to remove COUNTY's Equipment from the Licensed Space immediately upon the expiration or any earlier termination of this License and such failure continues for thirty (30) days after written notice from CITY, CITY may remove such equipment and place the same in storage at the expense of COUNTY and without liability to CITY for loss thereof unless any damage is caused by CITY. In the event of CITY's removal in accordance with this paragraph, COUNTY agrees to pay CITY all reasonable expenses incurred in such removal.

17. **HOLDING OVER:** If the COUNTY continues to use the Licensed Space after the expiration of the Term or after any earlier termination of this License, and if such use is with the consent, express or implied, of the CITY, then COUNTY shall be deemed to be holding over in the Licensed Space on a month-to-month basis, subject to all the provisions of this License.

18. **LICENSES AND CERTIFICATIONS:** COUNTY agrees that it will acquire and maintain those certifications, licenses, approvals and permits required by any Federal, State or local jurisdiction or authority for its use of the Licensed Space pursuant to this License. Failure to comply with this provision will constitute a default and right to terminate by CITY under **Paragraph 16, DEFAULT AND RIGHT TO TERMINATE**, of this License.

19. **INSURANCE REQUIREMENTS:** The CITY and the COUNTY are self-insured public entities for purposes of general liability and Workers' Compensation. CITY and COUNTY each warrant to the other that through its respective programs of self-insurance, each has adequate general liability and Worker's Compensation insurance to provide coverage for liabilities arising out of CITY's and COUNTY's respective obligations under this License.

20. **INDEMNIFICATION:** To the extent permitted by law, each party to this License agrees (as indemnitor) to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively, "Claims") arising out

bodily injury of any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the parties to this Agreement that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportional liability and proportional payment of possible litigation expenses and money damages. Each party shall remain solely and exclusively responsible for the employee benefits, wage and disability payments, pensions and workers' compensation claims for its employees. The provision of the License shall survive the expiration or earlier termination of the License.

21. **RESERVED.**

22. **TERMINATION:** CITY or COUNTY shall each have the right, in its sole discretion, to terminate this License at any time during the Term by giving the other party written notice of its exercise of such termination right not less than one (1) year prior to the effective termination date. COUNTY's RESD Director shall have the authority on behalf of COUNTY to provide CITY with notice of any termination pursuant to this paragraph. This License may be cancelled in accordance with Arizona Revised Statutes § 38-511.

23. **INCORPORATION OF PRIOR AGREEMENT:** This License contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this License, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

24. **WAIVERS:** No waiver by either party of any provisions of this License shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provisions.

25. **AMENDMENTS:** No provision of this License may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor in interest, expressing by its terms an intention to modify this License.

26. **SUCCESSORS:** This License shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

27. **PROVISIONS ARE COVENANTS AND CONDITIONS:** All provisions, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.

28. **CONSENT:** Unless otherwise expressly set forth in the License, whenever consent or approval of either party is required that party shall not unreasonably withhold, delay, or condition such consent or approval.

29. **EXHIBITS:** All exhibits referred to are attached to this License and incorporated by reference.

30. **LAW:** This License shall be construed and interpreted with Arizona law. The venue for any actions or claims brought by either party arising from this License shall be the Superior Court for Mohave County, Arizona, Lake Havasu City Office and each party waives the right to object to venue in Mohave County for any reason.

31. **SEVERANCE:** If any provision of this License is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this License, and all such other provisions shall remain in full force and effect provided, however, that the purpose of the License is not frustrated. It is the intention of the parties hereto that if any provision of this License is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

32. **NOTICES:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally, delivered by reputable overnight courier service, or sent by postage prepaid, first-class United States mail, certified or registered, return receipt requested. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below.

Either party may change its address by notifying the other party of the change of address. Notices shall be deemed delivered upon the earlier of: (i) actual receipt; or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is delivered by reputable overnight courier service or sent by postage pre-paid, first-class, United States mail, certified or registered, return receipt requested.

COUNTY's address: County of San Bernardino
Real Estate Services Department
385 N. Arrowhead Avenue
San Bernardino, CA 92415-0180

CITY's address Lake Havasu City, Arizona
2330 N. McCulloch Blvd.
Lake Havasu, AZ 86403
Attn: City Manager

33. **SURVIVAL:** The obligations of the parties which, by their nature, continue beyond the term of this License, will survive the termination of this License.

34. **ATTORNEYS' FEES AND COSTS:** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees.

35. **FORMER COUNTY OFFICIALS:** CITY agrees to provide or has already provided information on former COUNTY administrative officials (as defined below) who are employed by or represent CITY. The information provided includes a list of 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 CITY. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of the CITY. 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 "B", List of Former COUNTY Officials.)

36. **INTERPRETATIONS:** As this License was jointly prepared by both parties, the language in all parts of this agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

37. **PUBLIC RECORDS DISCLOSURE:** CITY acknowledges and agrees that all information received by COUNTY from CITY 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"). CITY 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 CITY, at the time any information is provided to COUNTY, has reasonably requested in writing that certain information as to the License be held in confidence and a request for disclosure of such information is thereafter received by COUNTY, COUNTY shall endeavor to notify CITY of said request and shall thereafter disclose the requested information unless CITY, 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 CITY of such disclosure request or if COUNTY does not deem CITY'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 CITY waives any and all such claims against COUNTY. CITY's indemnity obligation shall survive the expiration or earlier termination of the License.

38. **MATERIAL MISREPRESENTATION:** If during the course of the administration of this License, the COUNTY determines that the CITY has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, this License may be immediately terminated. If this License is terminated according to this provision, the COUNTY is entitled to pursue any available legal remedies.

39. **AUTHORIZED SIGNATORS:** Both parties to this License represent that the signators executing this document are fully authorized to enter into this agreement.

COUNTY OF SAN BERNARDINO

LAKE HAVASU CITY, ARIZONA

By: _____
Curt Hagman, Chairman, Board of
Supervisors

By: _____
Cal Sheehy

Title: Mayor

Date: _____

Date: _____

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

LYNNA MONELL, Clerk of the Board of
Supervisors

Attest:

By: _____
Deputy

By: Kelly Williams

Title: City Clerk

Date: _____

Date:

Approved as to Legal Form:

MICHELLE D. BLAKEMORE, County Counsel
San Bernardino County, California

Lake Havasu City, AZ

By: _____
Agnes Cheng, Deputy County Counsel

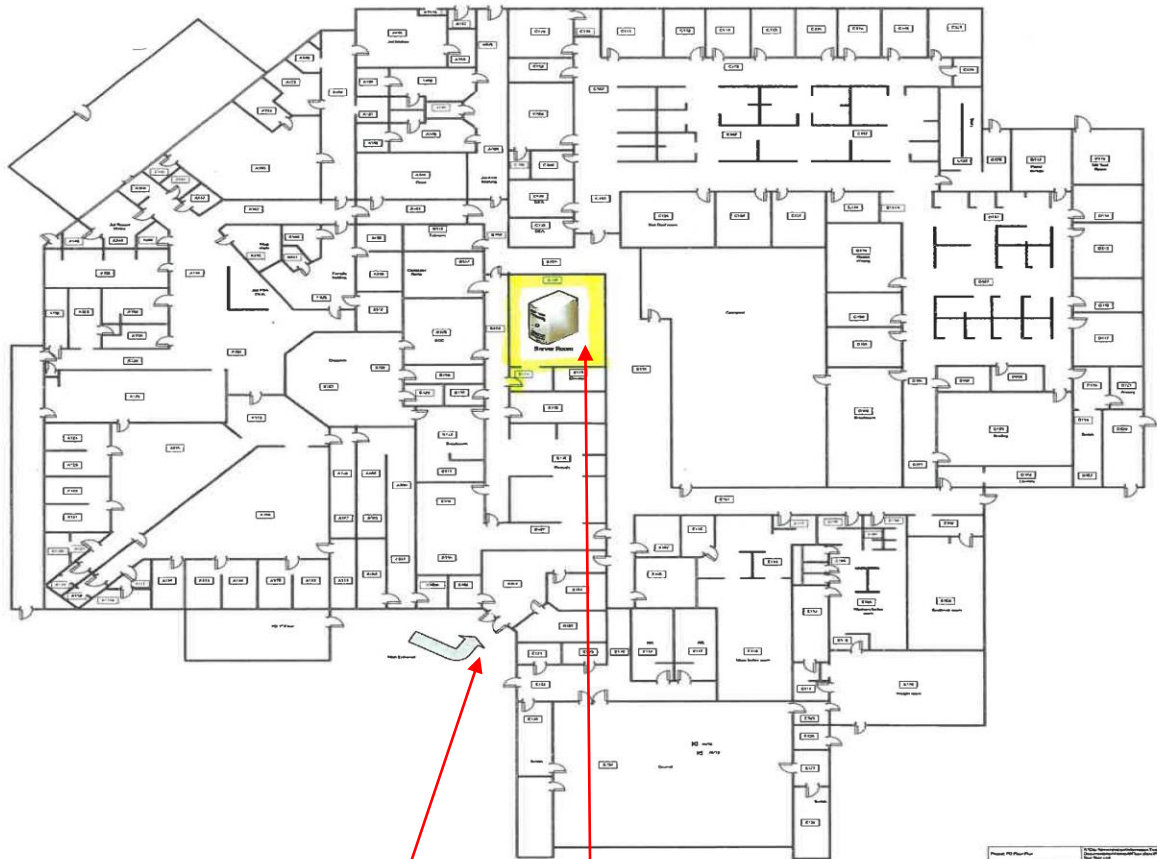
By: _____
Kelly Garry, City Attorney

Date: _____

Date: _____

110568.13

EXHIBIT "A"
SERVER ROOM DEPICTION
(Sheet one of two)



Project: 10000000000000000000	Client: 10000000000000000000	Page: 1 of 1
Drawn: 10000000000000000000	Created: 10000000000000000000	Date: 10/10/2000

Building Entrance

Server Room (outlined in yellow)

EXHIBIT "A"
ANTENNA STRUCTURE DEPICTION
(Sheet two of two)

CMU WALL SOUTH EAST SIDECMU WALL NORTH SIDE

- LEGEND:

- ① 4FT MICROWAVE DISH POINTING TO BLACK METAL SITE.
- ② MICROWAVE DISH BRACING SUPPORT.
- ③ 4FT MICROWAVE DISH POINTING TO CROSSMAN SITE.

[illegible]

EXHIBIT "B"
LIST OF FORMER COUNTY OFFICIALS

INSTRUCTIONS: List the full name of the former COUNTY Administrative Official, the title/description of the Official's last position with the COUNTY, the date the Official terminated COUNTY employment, the Official's current employment and/or representative capacity with the LICENSEE, the date the Official entered LICENSEE's employment and/or representation.

OFFICIAL'S NAME:

REQUIRED INFORMATION