

COMMUNICATIONS SITE LICENSE AGREEMENT (PUBLIC SECTOR)
THERMALAND CELL TOWER
8800 VISTA AVENUE, LINCOLN, CA 95648

THIS COMMUNICATIONS SITE LICENSE AGREEMENT (License) is made and entered into on _____, by and between the County of Placer a political subdivision of the State of California, hereinafter called (COUNTY) and the County of Nevada, a political subdivision of the State of California, by and through its Sheriff's Office, hereinafter called (LICENSEE). COUNTY and LICENSEE are sometimes hereinafter each singularly referred to as "PARTY" and collectively referred to as the "PARTIES".

RECITALS

WHEREAS, Timothy and Sharon Leon Living Trust (Lessor) owns certain real property located at 8800 Vista Avenue Lincoln, County of Placer, State of California with APN 018-120-027-000 (Property), and more particularly described in Exhibit "1" attached hereto; and,

WHEREAS, COUNTY and Lessor entered into the Communications Site Lease Agreement dated January 1, 2022 (Lease), for COUNTY to lease a portion of the Property known as the Thermaland Cell Tower together with any applicable easements for access and utilities ("Premises"). A copy of the Lease is attached hereto as Exhibit "2"; and,

WHEREAS, COUNTY maintains and operates on the Premises a telecommunications facility, consisting of a tower, vault and appurtenances for public safety communications (Facility) and COUNTY's practice is to make said Facility available for license to other public entities for public safety communications purposes, consistent with COUNTY programs and needs and the terms of the Lease; and,

WHEREAS, COUNTY is willing to grant LICENSEE a license to install, maintain and operate equipment at the tower and vault located at the Facility (Added Equipment) in exchange for a monthly fee for the use of the COUNTY's Facility subject to the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. RECITALS.

The Recitals set forth above are incorporated by reference into this License as if set forth in full herein.

2. AREA LICENSED.

COUNTY does hereby license to LICENSEE non-exclusive use of the Facility for the Added Equipment together with right of access, including access to utility services and COUNTY owned and operated back-up emergency power generator system. The specific location of LICENSEE's shelter rack and/or tower space, along with any cabling and utility lines for the Added Equipment, will be determined by mutual agreement of the PARTIES prior to plan

submittal. A diagram of the Thermaland Vault Layout and Tower is attached hereto as Exhibit "3" and the Nevada County's Added Equipment as Exhibit "4" and incorporated herein by reference. LICENSEE understands that the Premises and Facility are non-exclusive to LICENSEE and are shared with other licensees operating similar telecommunications equipment.

3. USE.

COUNTY grants LICENSEE a license to install, maintain and operate the Added Equipment for the purpose of public safety communications system subject to the restrictions herein.

A. Prior to any new installation, modification or operation of the Added Equipment, LICENSEE shall submit a copy of the complete construction plans (drawings, specifications, structural calculations) with appropriate stamps and signatures to COUNTY. Installation is not to proceed prior to the written approval of said plans by COUNTY. Permission from COUNTY to install the Added Equipment shall not be unreasonably withheld, delayed or conditioned. After installation, COUNTY will, within ten days, inspect installation for conformity to the plans. COUNTY reserves the right to deny permission to transmit should the installation not conform to approved plans.

B. The installation and maintenance of the Added Equipment of LICENSEE shall be performed in a neat and workmanlike manner and shall conform in all respects to the fire safety and construction standards deemed applicable to such installation by the COUNTY in its commercially reasonable discretion. LICENSEE shall, at its sole cost and expense, comply with the requirements of all local, State, and Federal statutes, laws, ordinances, and regulations now enforced or which may be enforced pertaining to use of the Facility by LICENSEE.

C. COUNTY, at its sole cost, shall maintain the Facility, and all of the COUNTY equipment located thereon. LICENSEE shall not be responsible in any manner for the maintenance and repair of the Facility or equipment belonging to COUNTY or other licensees. LICENSEE, at its sole expense, shall be responsible for the maintenance and upkeep of its own equipment.

D. Any improvements installed by LICENSEE at the Facility shall comply with the applicable provisions of the California Environmental Quality Act.

E. COUNTY, at its sole discretion, has the right to approve LICENSEE's contractors and exclude contractors from the Premises for any reason.

F. If the Facility is destroyed, COUNTY shall decide, at its sole discretion, whether to replace the Facility. If COUNTY chooses to do so, LICENSEE may be granted the opportunity to reestablish its equipment within the new facility. COUNTY acknowledges that it is extremely important that LICENSEE maintains continuous operation of its equipment. Should damage and destruction of the Facility occur, LICENSEE may be allowed to place temporary equipment at the direction of the COUNTY. Should the damage and destruction be such that COUNTY chooses not to rebuild the Facility, this License will be deemed terminated.

G. Any improvements installed by COUNTY at the Facility that require relocation of LICENSEE equipment will be communicated to LICENSEE at least 60 days prior to required relocation. All costs related to relocating LICENSEE equipment will be the sole responsibility of LICENSEE, with the exception of COUNTY labor costs.

4. TERM.

The term of the License shall commence on the date LICENSEE installs their equipment or

September 1, 2026, whichever date occurs first ("License Commencement Date") and continue on a month-to-month basis until either PARTY elects to terminate the License upon sixty (60) days advance written notice, with no cause required for termination. In no event, however, shall the term exceed ten (10) years after the anniversary of the License Commencement Date. The Added Equipment shall be deemed installed at the Facility when it is physically located at the Facility and COUNTY has provided LICENSEE access to make the Added Equipment operational.

5. LICENSE FEE.

A. The License Fee ("Fee") shall begin on the first day of the month following the License Commencement Date and continue on the first day of each month thereafter until the termination and/or expiration of the License. The Fee shall be comprised of TWO THOUSAND TWO HUNDRED FIFTY and No/100 DOLLARS (\$2,250) per month for the use of three full racks of space in the Facility and an additional EIGHT HUNDRED and No/100 DOLLARS (\$800.00) per month for the use of four antennas (three LMR antennas and one microwave antenna) on COUNTY's tower for a total monthly Fee of THREE THOUSAND FIFTY and No/100 DOLLARS (\$3,050). Throughout the term of the License, on the annual anniversary of the License Commencement Date, the Fee will increase by three percent (3%).

B. Late Charges. For any payment of the Fee that is not made within ten (10) days of its due date, LICENSEE agrees to pay a late charge of ten percent (10%) of the Fee amount then in effect. All past due amounts shall accrue interest at the rate of ten percent (10%) per annum. Interest shall begin to accrue the first day of the month after the month in which the applicable Fee was due.

C. All payments shall be made to:

County of Placer, Department of General Services
Attn: Real Estate Services Division
3091 County Center Drive, Ste 270
Auburn, CA 95603

6. UTILITIES.

COUNTY shall provide electrical service to LICENSEE for the use of the Added Equipment at the Facility. LICENSEE shall pay for the COUNTY'S cost to upgrade the existing electrical equipment in order for LICENSEE to operate their equipment at the Facility. COUNTY will make every effort to ensure that all parties receive power but does not guarantee the Facility will not encounter power outages.

7. DEFAULT.

LICENSEE shall pay the Fee to COUNTY without offset, deduction, default or delay. In the event of the failure of LICENSEE to pay the Fee, or in the event of a breach by LICENSEE of any of the other terms, covenants or conditions herein contained, and if such default continues for a period of thirty (30) days after written notice from COUNTY to LICENSEE (except where LICENSEE commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion), COUNTY may immediately terminate this License by written notice to LICENSEE. Upon receipt of written notice of termination, LICENSEE may no longer enter the Premises and COUNTY shall have full authority to remove from the Facility and store LICENSEE's property and equipment at the sole expense of LICENSEE. If LICENSEE's actions cause COUNTY to be in breach of the Lease, COUNTY

may require LICENSEE to cure such breach of the Lease in accordance with the timeline set forth in the Lease. Should LICENSEE fail to cure such breach of the Lease, COUNTY may immediately terminate this License and require LICENSEE's immediate departure from the Premises. Any and all costs billed to COUNTY by Lessor based on such breach of the Lease as a result of LICENSEE's actions shall be paid by LICENSEE to COUNTY within two weeks of written notice thereof.

8. STANDARDS.

LICENSEE agrees to install, maintain, and operate the Added Equipment in accordance with any applicable statutes pertaining to the use of said electronic equipment. Prior to the performance of any work on the Premises, or the installation, modification or removal of LICENSEE's equipment (the "Work"), LICENSEE shall submit detailed plans and specifications along with a Telecommunications Application for COUNTY's written approval.

All plans and specifications shall be submitted to COUNTY for review and approval no less than sixty (60) days prior to commencing any Work. COUNTY shall, within thirty (30) days, either approve, approve with conditions, or disapprove LICENSEE's plans and specifications. COUNTY's review and approval shall not be unreasonably withheld, modified or delayed.

A. LICENSEE hereby acknowledges that COUNTY use of the Facility to provide critical public safety communications is primary. LICENSEE enters into this License with the understanding that COUNTY reserves the right, in its absolute and sole discretion, to de-energize LICENSEE's equipment whenever, in COUNTY's sole and absolute discretion, continued operation by LICENSEE under this License creates interference. Interference shall be deemed to exist if the interference can be demonstrated by means of traditional measuring devices or there is material impairment of the quality of COUNTY communications as compared to that which would exist if LICENSEE were not utilizing the Facility. COUNTY will generally provide LICENSEE a five (5) day notice to correct and eliminate any interference before de-energizing LICENSEE's equipment.

B. Any interference and compatibility testing required hereunder for radio interference shall be at the sole cost of LICENSEE and shall be done by a qualified technician designated by COUNTY. If the test is satisfactory to both LICENSEE's technician and the COUNTY representative, a certification of such test signed by both the technician and the COUNTY representative shall be forwarded to COUNTY at locations indicated in Section 11. Any costs incurred by COUNTY, including staff time, to conduct compatibility testing shall be reimbursed by LICENSEE to COUNTY within thirty (30) days of receipt of billing. If the test is unsatisfactory to either PARTY, LICENSEE will be granted 30 days to correct the cause of the unsatisfactory test and, at LICENSEE's expense, re-test. If the test remains unsatisfactory, COUNTY may elect to terminate the License. Any and all costs billed to COUNTY by Lessor due to interference and compatibility testing authorized under the Lease, which testing is necessitated by LICENSEE's equipment, shall be paid by LICENSEE to COUNTY within two weeks of written notice thereof.

C. Any interference with COUNTY electronic equipment during an emergency incident will require immediate cessation of operation, transmission or further use of LICENSEE's equipment. Failure of LICENSEE to do so immediately upon notification of such interference will be grounds for immediate termination of this License and COUNTY shall be authorized to de-energize LICENSEE's equipment under these circumstances.

9. RIGHTS RESERVED BY COUNTY.

A. COUNTY reserves the right to use of the Premises and Facility in any manner,

including but not limited to the right to construct, place, maintain, use, operate, repair, or replace conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, etc., and the continuous right of ingress to and egress from any portion or portions of the Premises or Property.

B. This License is subject to all valid and existing contracts, leases, licenses, assignments, easements, encumbrances, and claims of title which may affect the Premises. COUNTY reserves the right to enter into additional subleases, licenses, or similar agreements affecting the Premises and LICENSEE hereby consents to COUNTY's approval of all such agreements so long as they do not adversely affect, interfere with, or impair the quality of the communications services being rendered by LICENSEE from the Facility. LICENSEE acknowledges and agrees that Lessor may enter into agreements affecting the Premises and Facility after the date of this License in accordance with the provisions of the Lease.

C. No priority or other rights shall attach to the use of the Premises or Facility other than those specifically provided for in this License.

D. LICENSEE shall have no right to assign this License and may not grant any interest in its rights under this License to any third party.

10. NOTICES.

All notices required or authorized by this License shall be in writing and shall be deemed to have been served if: (1) sent by email (upon written confirmation by recipient); (2) delivered personally (upon delivery); or (3) deposited in the United States mail, postage prepaid and properly addressed as set forth below (three days after deposit). Notice given by any other means that is actually received shall also be effective with respect to the receiving PARTY. Changes in contact person or address information shall be made by notice, in writing, to the other PARTY.

IF TO COUNTY: County of Placer, Department of Information Technology
Attn: Telecommunications Division
11459 F Avenue, Auburn, CA 95603
Telephone: (530) 889-7749
Email Address: telecom@placer.ca.gov

With a Copy to: County of Placer, Department of General Services
Real Estate Services Division
Attn: Real Estate Services Manager
3091 County Center Drive, Ste 270, Auburn, CA 95603
Telephone: (530) 886-4900
Facsimile: (530) 889-6857
E-mail Address: FACPropMgmt@placer.ca.gov

IF TO LICENSEE: Nevada County Sheriff's Office
Attn: Shannan Moon, Sheriff
950 Maidu Avenue, Nevada City, CA 95959
Telephone: (530) 265-1471
Email Address: SheriffFinance@nevadacountyca.gov

11. HAZARDOUS WASTE.

LICENSEE, its agents, employees, contractors, or invitees shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, or released into the environment or disposed of in, on, under or about the Property or Premises, without the prior written consent of COUNTY. Failure to comply with this provision shall constitute a breach of this Agreement. "Hazardous Materials" shall mean any quantity of hazardous, toxic or otherwise dangerous substances, materials, or wastes, whether solid, liquid or gas, including but not limited to asbestos in any form, urea formaldehyde, PCBs, radon gas, crude oil or any fraction thereof, all forms of natural gas, petroleum products or by-products, any radioactive substance, any reactive, corrosive, ignitable or flammable chemical or chemical compound, or any other substance or material regulated by local, state or federal laws.

12. PROHIBITED USE.

LICENSEE shall not commit, or knowingly suffer, or permit any waste on the Property or Premises or any acts to be done thereon in violation of any applicable laws or ordinances in connection with LICENSEE's use of the Property or Premises and shall not knowingly use or permit the use of the Property or Premises for any illegal purposes.

13. COUNTY RULES.

LICENSEE will comply with all written rules and regulations adopted by COUNTY. Possession or use of firearms, liquor, or illegal drugs on the Property or Premises are prohibited.

14. FIRE AND CASUALTY DAMAGES.

COUNTY will not keep improvements that are constructed or installed by LICENSEE under the provisions of this License insured against fire or casualty, and LICENSEE will make no claim of any nature against COUNTY by reason of any damage to the business or property of LICENSEE in the event of damage or destruction by fire or other cause.

15. TERMINATION.

This LICENSE may be terminated without further liability on sixty (60) days prior written notice by COUNTY or LICENSEE.

A. LICENSEE, upon termination of License, shall peaceably and quietly leave, surrender, and yield to COUNTY the Property, Premises, and Facility in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted. Upon termination, a qualified COUNTY representative shall inspect the Property, Premises, and Facility to determine if LICENSEE left them in the condition specified in this section. In the event damage has occurred, LICENSEE shall assume liability for the cost to restore the Property, Premises, and/or Facility to the condition specified herein. Any and all costs billed to COUNTY by Lessor based on damage caused to the Property, Premises, and/or Facility by LICENSEE shall be paid by LICENSEE to COUNTY within two weeks of written notice thereof.

B. All improvements constructed or placed in or on the Facility by LICENSEE, including all wires, equipment, and other property, shall remain the property of LICENSEE and shall be removed by LICENSEE, at its sole cost and expense, within thirty (30) days after termination of this License. Should LICENSEE fail to do so within thirty (30) days after termination, COUNTY may remove the equipment and property at the risk of LICENSEE, and all cost and expense of such removal as aforesaid shall be paid by LICENSEE on demand. LICENSEE may, with the written consent of COUNTY, abandon in place any and all of said improvements, whereupon title to said improvements as abandoned by LICENSEE shall vest in COUNTY.

16. ACCESS.

LICENSEE, its properly qualified and authorized agents, employees, contractors and servants, shall have the right to access the Facility Monday through Friday, 8:00 a.m. through 4:00 p.m. (weather permitting), as coordinated and accompanied by representatives of COUNTY. If communication equipment of LICENSEE is operated or maintained by anyone other than its regular employees, the admission of such persons to said site shall be permitted only upon express consent of COUNTY having first been obtained. COUNTY hereby grants to LICENSEE a non-exclusive right to use the access road that serves the Facility. Said right shall be subject to the provisions of Section 10 hereof, and to the following conditions and terms:

A. LICENSEE shall exercise said right through its authorized agents, employees, contractors, or servants whenever it is necessary for them to have access to LICENSEE's equipment, now or hereafter located on said Facility.

B. LICENSEE shall use said road at its sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use. LICENSEE shall, at its expense, promptly repair any abnormal or excessive road damage caused by its use during the term of this License.

C. In the event LICENSEE elects to add a lock to the locked gates, LICENSEE shall provide locks in such a manner that the gates may be used without disturbing the locks of others.

D. After-hours access will only be granted for emergency situations. This access is not included in the Fee. Any call-out for after-hours access will be billed at the then-current, after-hours hourly rate at time of call-out. The current (FY 2024-25) hourly rate for after-hours callouts is \$213.

17. INDEMNIFICATION OF COUNTY.

LICENSEE hereby agrees to protect, defend, indemnify, and hold COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by COUNTY arising directly or indirectly out of this License or LICENSEE's use of the Property, Premises, or Facility. LICENSEE agrees to investigate, handle, respond to, provide defense for, and defend any such claim, demand, or suit at the sole expense of LICENSEE. LICENSEE also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent, except for the sole negligence of the COUNTY, its officers, agents, employees and volunteers. The PARTIES shall provide one another with written notice within thirty (30) working days of the date when they are made aware of the occurrence of any such claim. This provision is not intended to create any cause of action in favor of any third party against LICENSEE or COUNTY or to enlarge in any way LICENSEE's liability but is intended solely to provide for indemnification of COUNTY from liability as described above. As used in this section, the term COUNTY encompasses the County of Placer or its officers, agents, employees, and volunteers. This section shall survive expiration or termination of this Agreement.

18. TAXES.

LICENSEE agrees to pay all lawful taxes, assessments or charges which at any time may be levied by any public entity upon any interest in this License or any possessory right which LICENSEE may have in or to the Property, Premises, or Facility, by reason of LICENSEE's use or occupancy thereof during the term of this License, as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment and property owned by LICENSEE in or about said Property, Premises, or Facility. It is further understood that this License may create a possessory interest subject to property taxation per California Revenue and Taxation Code Section 107.6 and LICENSEE may be subject to the payment of property taxes levied on such interest.

19. INSURANCE REQUIREMENTS.

LICENSEE is self-insured against claims or losses related to general, auto and workers' compensation liability and maintains dedicated reserves in furtherance thereof. LICENSEE shall indemnify COUNTY for liability arising out of LICENSEE'S access to and use of the Facility under this Agreement. LICENSEE'S letter of self-insurance is attached hereto as Exhibit "5".

20. AMENDMENT.

This License may not be amended, changed, modified, or altered without the prior written consent of the PARTIES hereto.

21. ENTIRE AGREEMENT.

This License, including attached exhibits, incorporates all agreements and understandings between COUNTY and LICENSEE, and no verbal agreements or understandings shall be binding upon either COUNTY or LICENSEE, and any addition, variation, or modification to this License shall be ineffective unless made in writing and signed by the PARTIES.

22. WAIVER.

The waiver by any PARTY of a breach by the other PARTY of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

23. NON-LIABILITY OF COUNTY.

Any obligation of COUNTY created by or arising out of this License shall not impose a debt or pecuniary liability upon COUNTY or a charge upon the general credit or taxing powers thereof but shall be payable solely out of funds duly authorized and appropriated by COUNTY.

The delivery of this License shall not, directly or indirectly or contingently, obligate COUNTY to levy any form of taxation therefore or to make any appropriation. Nothing herein or in the proceedings of COUNTY shall be construed to authorize COUNTY to create a debt of COUNTY, within the meaning of any constitutional or statutory provision of the State of California. No breach of any pledge, obligation or agreement made or incurred in connection herewith may impose any pecuniary liability upon, or any charge upon the general credit of COUNTY.

24. LAW GOVERNING.

The PARTIES hereto acknowledge that this License has been negotiated and entered into in the State of California. The PARTIES hereto expressly agree that this License shall be governed by, interpreted under and construed and enforced in accordance with laws of the State of California. Venue for any disputes shall be the Superior Court for the State of California, in Placer County. The PARTIES hereby waive any federal court removal rights and/or rights based on original jurisdiction that they may have.

25. RELATIONSHIP OF PARTIES.

LICENSEE and its agents and employees, in the performance of this License, shall act in an independent capacity and not as officers, employees or agents of COUNTY. The employees of COUNTY who participate in the performance of this License are not agents of LICENSEE.

26. SUCCESSORS AND ASSIGNS.

Subject to Section 10(D), the terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective PARTIES hereto.

27. SECTION HEADINGS.

All section headings, titles or captions contained in this License are for convenience of reference only and are not intended to define or limit the scope of any provision of this License.

28. PARTIAL INVALIDITY.

If any one or more of the terms, provisions, covenants or conditions of this License shall to any extent be declared invalid, unenforceable, void or voidable for any reason by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants or conditions of this License shall be affected thereby, and all of said remaining terms of this License shall be valid and enforceable to the fullest extent permitted by law.

29. COUNTERPARTS.

This License may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.

30. EXHIBITS.

Any and all exhibits referred to in and/or attached to this License are hereby incorporated into this License as if set forth in full herein.

31. CONSTRUCTION AND INTERPRETATION.

It is agreed and acknowledged by the PARTIES that the provisions of this License have been arrived at through negotiation, and that each of the PARTIES has had a full and fair opportunity to review the provisions of this License and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this License.

32. TIME OF THE ESSENCE.

Time is of the essence with respect to the obligations to be performed under this License.

33. AUTHORITY OF DIRECTOR.

The Director of the Department of General Services, or designee, shall administer this License on behalf of COUNTY. Unless otherwise provided herein or required by applicable law, the Director shall be vested with all rights, powers, and duties of COUNTY hereunder.

34. AUTHORITY OF EXECUTION.

Each person executing this License on behalf of a PARTY represents and warrants that such person is duly and validly authorized to do so on behalf of the entity which it

purports to bind and, if such PARTY is a partnership, corporation or trustee, that such partnership, corporation or trustee has full rights and authority to enter into this License and perform all of its obligations hereunder.

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IN WITNESS WHEREOF, this License has been executed by the PARTIES hereto and shall take effect upon the date of the last signature below.

LICENSEE: County of Nevada

By: _____ Date: _____
Shannan Moon, Sheriff
Nevada County Sheriff's Office

COUNTY: County of Placer

By: _____ Date: _____
Natasha Drane
Director of General Services

Approved as to form:

By: _____ Date: _____
Placer County Counsel

ATTACHMENTS

- Exhibit 1: Legal Description of Landlord's Property
- Exhibit 2: Communication Site Lease Agreement
- Exhibit 3: Thermaland Vault Layout & County of Nevada Tower Equipment
- Exhibit 4: County of Nevada Vault Racks
- Exhibit 5: County of Nevada Letter of Self-insurance