

**CITY OF WATSONVILLE
LICENSE AGREEMENT**

LICENSEE: COUNTY OF SANTA CRUZ
Information Services Department
701 Ocean Street, Room 315
Santa Cruz, CA 95060

CITY: CITY OF WATSONVILLE
Watsonville Municipal Airport
100 Aviation Way
Watsonville, CA 95076

SITE: City Fire Station No. 2
370 Airport Boulevard
Watsonville, CA 95076

TERM OF LICENSE: Initial 1 year term with option to extend (1) 1 year term.

COMMENCEMENT DATE OF LICENSE: July 1, 2023

MONTHLY FEE: \$1,500

CITY CONTRACT NUMBER: n/a

CITY OF WATSONVILLE LICENSE AGREEMENT

Basic License Terms - Reference Pages

LICENSOR:	City of Watsonville
CITY'S ADDRESS FOR NOTICES:	City of Watsonville Watsonville Municipal Airport 100 Aviation Way Watsonville, CA 95076
CITY'S ADDRESS FOR FEE:	City of Watsonville Finance Department 250 Main Street Watsonville, CA 95076
LICENSEE:	County of Santa Cruz
LICENSEE'S ADDRESS FOR NOTICES:	County of Santa Cruz Information Services Department 701 Ocean Street, Room 315 Santa Cruz, CA 95060
LICENSEE'S TELEPHONE NO.:	
LICENSEE'S FACSIMILE NO.:	
PREMISES:	A portion of the property known as 370 Airport Boulevard, Watsonville, CA (see Exhibit "A" for additional description)
RENTABLE AREA:	Antenna space on City's tower and equipment room for Licensee's emergency telecommunication equipment.
USE:	Wireless Communications
ANTENNA SPACE:	(3) 6 foot microwave dish antenna's, (1) GPS antenna, (7) radio antenna's plus coax cables for all antenna's and wave guide to microwave antennas.
EQUIPMENT SPACE:	(5) 8 foot racks with (6) Tait TB-8100 repeaters, (1) Endrun GPA unit, (1) Duplexor, (1) Transmitter Combiner (1) Receiver Multi-coupler, (1) Lamarche power supply, (12) Backup Batteries, (2) Constellation Microwaves, (1) Microwave power Supply, (1) Stand up AC unit

CIRCUITS:	None
SCHEDULED COMMENCEMENT DATE:	July 1, 2023
TERM OF LICENSE:	1 year
TERMINATION DATE:	May be terminated by either party upon thirty (30) days' prior written notice.
FEE:	Monthly Fee: <u>\$1,500</u>
TERMINATION:	As provided in Section 10
OPTION TO EXTEND:	(1) 1 year term.
ROAD REPAIRS:	Not applicable
UTILITIES:	Provided by Licensee
HOLDING OVER:	Rent shall be increased to 150% of the existing rent at expiration of the term.
INSURANCE	<p>Workers' Compensation - To meet Labor Code of the State of California including Employer's Liability with limits of \$250,000 each accident/disease/policy limit.</p> <p>Commercial General Liability with limits of one million dollars per occurrence for bodily injury and property damage and one million dollars (\$1,000,000) general aggregate; and</p> <p>Commercial Automobile Liability in the amount of one million dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage.</p>
EXHIBITS:	<p>"A" Legal Description, Attached</p> <p>"B" Location of Premises, Site Information & Equipment, Attached</p>

The Reference Pages are incorporated into and made a part of this License. In the event of any conflict between any information on the Reference Pages and this License, this License shall control. This License includes the foregoing Exhibits all of which are made a part of this License.

LICENSE AGREEMENT

This License Agreement (this "License") is entered into as of July 1, 2023, by and between the City of Watsonville, a California charter city and municipal corporation ("CITY") and the County of Santa Cruz, a political subdivision of the State of California ("LICENSEE").

RECITALS

WHEREAS, LICENSEE desires to use a portion of the existing CITY communication site (Site), designated on Exhibit A, for LICENSEE's communications system equipment; and

WHEREAS, CITY is willing to permit said use of the Site subject to certain conditions; and

WHEREAS, portions of the Site are currently excess to the CITY's needs.

NOW, THEREFORE, in consideration of the execution of this License, the parties mutually agree to the following conditions.

1. DEFINITIONS:

- A. "License" means this License Agreement and any relevant Documents (as defined in Paragraph 3.C. below), including any Exhibits and/or Attachments, all of which are made a part of this License.
- B. "Premises" refers to the Antenna Space, the Equipment Space, utility connections between the Antenna Space, Equipment Space and the nearest appropriate utilities provider and, if any, access to the Antenna Space and Equipment Space from a public right-of-way.
- C. "Improvements" (when applicable) refers individually or collectively to the LICENSEE's communications system and related equipment, cabling and antenna(s) currently existing at the Site and depicted and described on Exhibit B and any additional antennas, related equipment and cabling as may be approved by the CITY. Changes to the license terms, including any exhibits will require approval by the Watsonville City Council.

2. LICENSE TO USE:

CITY hereby gives permission, terminable as hereinafter provided, to LICENSEE to enter the Site and use the Premises for the purpose of installing and maintaining, operating and repairing the Improvements. LICENSEE shall not be permitted to enter the Site or use the Premises for any other purpose, except by prior written permission of CITY.

3. LICENSEE IMPROVEMENTS:

A. Acknowledgement of Responsibility

LICENSEE acknowledges that the Site has been identified by CITY as being essential to CITY's fulfilling its mission of public safety and well-being, and the necessity for CITY and LICENSEE's diligence in safeguarding and restricting access to the Site and protecting CITY property, of all kinds, at said Site. LICENSEE warrants that it will not disturb or tamper with any CITY equipment, to include, but not limited to, electronic, electrical, LPG, buildings, towers, grounding systems, antennas, feed lines, etc., at the Site, except as otherwise permitted hereunder.

LICENSEE shall be liable for all claims, demands, actions, and causes of action to the extent caused by the negligence or otherwise wrongful conduct on the part of any agent, contractor or employee of LICENSEE related to LICENSEE's installation/maintenance or operation of LICENSEE's Improvements on the Site, except to the extent caused by CITY or its agents, contractors or employees. Further, LICENSEE shall release, remise, and forever discharge CITY of and from any and all claims, demands, actions, and causes of action, except to the extent caused by the intentional acts or negligence of CITY or CITY's agents, contractors or employees, which LICENSEE may acquire by reason of LICENSEE's installation/maintenance or operation of LICENSEE's Improvements on the Site.

B. Requirements, Limitations, and Installation Conditions – This License is subject to the limitations, requirements and installation conditions as set forth below:

1. Installation: LICENSEE will observe standard safety practices when climbing the CITY's tower and when installing Improvements. 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 CITY, which shall not be unreasonably withheld, conditioned or delayed.

- a) LICENSSEE shall not make any material alterations thereto (or to the Premises structure itself) without obtaining the prior written approval of CITY except that LICENSSEE may replace equipment with equipment of the same general type that meets or exceeds the same technical specifications of the original equipment, uses the same RF frequencies, occupies no more physical space and consumes no additional electrical power. LICENSSEE shall immediately notify CITY in writing of such modifications and the date that the modifications are completed.
- b) Any Improvements and Modifications to equipment owned by LICENSEE shall be performed at LICENSSEE sole cost and expense. LICENSSEE shall

notify CITY in writing sixty (60) days in advance of any planned modification(s) to equipment.

- c) The lease and use of City vertical fiber, fiber from ground floor to top of building, is limited to one pair as part of this Agreement. Additional city fiber can be added at additional costs.
- d) This Agreement will cover all items in Exhibit B. LICENSEE will update CITY with additions, removals, or replacement of items to the list. CITY will prorate fees based on date agreed upon by CITY and LICENSEE.
- e) Photo and physical review will be performed by CITY on an annual basis, if additional equipment is found and not documented or amended to contract, LICENSEE will be billed in full from the last documented annual review.
- f) CITY may supply power for units, power may not be conditioned. In the event of a power outage, the CITY generator may not supply power based on needs.
- g) LICENSEE shall remove the Equipment prior to the end of this agreement.

2. Access: Access to the City's tower for installation or modification of equipment is on an escorted basis using CITY personnel at the appropriate CITY standard time and material billing rates on a portal-to-portal basis. LICENSEE must request site access three (3) working days prior to the desired access date for routine maintenance and repair activities at the Site. LICENSEE shall give CITY notice as soon as reasonably possible in the event of an emergency. After-hours and emergency access requests will be billed at the standard overtime rate then in effect.

- a) LICENSEE may only access site with escort of CITY. Emergency access may be coordinated through the IT Help Desk at 831-768-3434. For routine access such as for preventative maintenance, LICENSEE shall provide at least one week notice. Except in the case of an emergency, LICENSEE may only access the site Monday through Friday between the hours of 9:30 am to 4:00 pm. For the purposes hereof, an emergency shall be deemed to be LICENSEE's inability to transmit signals from, or receive signals at, the Site or a situation that reasonably appears to present an imminent risk of bodily injury or property damage. LICENSEE may be billed for actual time expended by CITY staff for site escorts as well as any other actual costs expended by CITY. This shall be limited to costs for staff that are otherwise billed to other CITY departments or agencies. Rates for such services will be billed to LICENSEE at the same rate that CITY is currently billing CITY departments internally for similar services, subject to modification each July 1. LICENSEE may request rates sixty (60) days in advance in writing by contacting CITY using the address listed on CITY website.

3. **Equipment Changes:** Changes and modifications to the Improvements that may alter LICENSEE's performance are to be coordinated between LICENSEE and CITY.

a). CITY retains the right to make any improvements to the Premises as reasonably deemed necessary by CITY. Said improvements shall not be inconsistent with CITY's use of the Premises. Nothing contained in this Agreement shall be deemed or construed in any way to limit CITY's authority to exercise any right or power concerning the utilization of the Premises. LESSEE's use of the Premises shall be subordinate to CITY's use of the Premises.

C. **Additional Controlling Documents** – The Site may be subject to Leases, Licenses, and/or Right-of-Way Grants/Temporary Use Permits secured by the CITY from other governmental or private agencies (collectively, the “Documents”). LICENSEE acknowledges its interest in the License will be subject to the Documents and is responsible for any related costs to the extent incurred directly or indirectly by CITY due to LICENSEE's use of the Site. LICENSEE will be furnished with copies of Documents and any amendments thereto.

D. **LICENSEE's Maintenance** – The costs of any maintenance and operation of the Improvements shall be at the sole expense of LICENSEE.

E. **Interference** – Improvements shall be located so as not to interfere, physically or electronically, with any of CITY's operations; provided however, that CITY acknowledges that the Improvements existing as of the Commencement Date do not cause such interference.

In the event CITY determines or is notified that the operation of LICENSEE's Improvements is causing interference to the transmission and/or reception of any other communications systems in use at the Site, CITY shall notify LICENSEE to correct the problem. If such interference is not eliminated within a twenty-four (24) hour period after notice, CITY may take whatever immediate steps are reasonably necessary to eliminate said interference, including powering off LICENSEE's equipment, removing LICENSEE's equipment from service, and/or terminating this License, all without further prior notice.

4. RESERVED.

5. TERM: This License shall commence on July 1, 2023 (“Commencement Date”), and continue until June 30, 2024. Licensee is granted the option to extend the term of the license (“renewal option”) for one (1) one (1) year period following the expiration of the

Initial Term. The renewal option may be exercised by giving notice of the exercise of the renewal option to CITY at least three (3) months before the expiration of the initial term.

6. **FEE:** LICENSEE shall pay to CITY the following monthly fee payments in advance on the first day of each month, commencing on the Commencement Date, continuing during the term:

Monthly Fee Amount: \$1,500

- A. In addition to the Lease Fees specified herein, LICENSEE may be billed for actual time expended by CITY staff for resolution of issues related to the performance of this Agreement as well as any other actual costs expended by LICENSEE. This shall be limited to costs for staff that are otherwise billed to other CITY departments or agencies. Rates for such services will be billed to LICENSEE at the same rate that the CITY is currently billing CITY departments internally for similar services, subject to modification each July 1.
- B. Pricing will follow State of California telecom lease rate guidelines.
- C. **FEE INCREASES:** All Fees may be increased on each annual anniversary of the Commencement Date by an amount equal to three percent (3%) of the monthly License Fee paid for the previous year or by the actual change in costs based on actual costs increases to the City.
- D. In no event shall License fees be less than pro-rata share of total annual site costs for the CITY. Therefore, in addition to this annual increase, the License fee may increase resulting from increases in actual costs to CITY. In the event of a fee increase which exceeds 3% in one year, CITY shall notify LICENSEE in writing of any proposed additional License Fee increase not less than one hundred and twenty (120) calendar days before any increased License Fee shall take effect.
- E. Photo and physical review will be performed by CITY on an annual basis, if additional equipment is found and not documented or amended to contract, LICENSEE will be billed in full from the last documented annual review.

7. **RESERVED.**

8. **HOLDING OVER:** In the event LICENSEE shall hold over and continue to occupy the Premises with the consent of CITY, expressed or implied, the License shall be deemed to be based on month-to-month upon the same terms and conditions, except the License Fee which shall be one hundred fifty percent (150%) of the License Fee which existed and prevailed at the time of the expiration of the term of this License. For example, if the fee is One Thousand and 00/100 Dollars (\$1,000.00) at the expiration of the term, the License Fee for holding over will be One Thousand Five Hundred and 00/100 Dollars (\$1,500.00).

9. TAXES: LICENSEE shall pay all license or permit fees necessary or required by law for the conduct of its operation.

10. TERMINATION:

A. Right to Terminate for Convenience. CITY may terminate this License for its convenience on at least thirty (30) days' prior written notice from CITY to LICENSEE. Any such termination date shall coincide with the end of a calendar month. Neither party shall incur any liability to the other by reason of such termination.

B. LICENSEE's Right to Terminate. This License may be terminated by LICENSEE at any time after thirty (30) days' prior written notice to CITY. Any such termination date shall coincide with the end of a calendar month.

11. RATES AND PAYMENT TERMS:

Payment rates and conditions are set forth above in Section 6, FEES. Payment shall be due upon receipt of invoice and payable within thirty (30) days of invoice date.

Payment address is:	City of Watsonville
	Finance Department
	250 Main Street
	Watsonville, CA 95076

12. AGREEMENT AUTHORIZATION:

LICENSEE warrants and represents that the individual signing this License is a properly authorized representative of LICENSEE and has the full power and authority to enter into this License on LICENSEE's behalf.

13. ASSIGNMENT:

This License, or any interest therein, including any claims for monies due with respect thereto, shall not be assigned by LICENSEE except with the consent of CITY, which consent shall not be unreasonably withheld, and any such assignment shall be void without such consent.

14. DEFAULT AND TERMINATION:

A. CITY's Remedies for Licensee Default. The failure of any of the following requirements shall be deemed a breach of a material term of this License and this License shall be subject to immediate termination under the following circumstances:

1. LICENSEE fails and neglects to comply with any monetary obligation herein, after ten (10) days' written notice and demand; or
2. LICENSEE fails or neglects to comply with any reasonable requirement of CITY after thirty (30) days' written notice and demand; or
3. LICENSEE fails or neglects to comply with any Agreement or Permit to which CITY is subject after notice and LICENSEE's failure to cure such failure or neglect after notice and within the cure periods specified in this Section 14., or as provided in any such Agreement or Permit.

In the event of such termination, CITY may immediately disconnect any CITY circuits involved in this License, either electronically or physically. 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 restore the Premises to its former condition, reasonable wear and tear excepted, within thirty (30) days after such termination, the CITY may restore the Premises at LICENSEE's sole expense.

B. LICENSEE's Remedies for CITY's Default. In the event of CITY's default of any material obligation herein, where LICENSEE has performed all material provisions of this License, LICENSEE may demand in writing that the default be cured within thirty (30) days after the receipt of such notice by CITY. The failure to cure such default within the stated period shall constitute a breach of this License, and LICENSEE may elect to terminate this License immediately by providing CITY written notice of termination.

15. INDEMNIFICATION AND INSURANCE:

A. Indemnification

Notwithstanding any other provision herein to the contrary and subject to Section 15.B below, LICENSEE agrees to indemnify, defend and hold harmless CITY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability to the extent arising from LICENSEE's negligence or willful misconduct and for any costs or expenses reasonably incurred by CITY on account of any claim in connection with this Agreement therefore, except where such indemnification is prohibited by law, and except to the extent caused by the negligence or willful misconduct of CITY or CITY's agents, employees, or contractors.

The CITY agrees to indemnify, defend and hold harmless LICENSEE, and its officers, employees, agents and volunteers from any and all damages for injury to persons and damage to property arising out of the sole negligence of the CITY, its officers, employees, agents or volunteers in connection with this Agreement.

In the event CITY and/or LICENSEE is found to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under the License, the CITY and/or LICENSEE shall indemnify the other to the extent of its comparative fault.

Furthermore, if CITY or LICENSEE attempts to seek recovery from the other for Workers' compensation benefits paid to an employee, CITY and LICENSEE agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

B. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the LICENSEE shall secure and maintain throughout the License term the following types of insurance with limits as shown:

1. Workers' Compensation - To meet Labor Code of the State of California including Employer's Liability with limits of \$250,000 each accident/disease/policy limit.
2. Commercial General Liability with limits of one million dollars per occurrence for bodily injury and property damage and one million dollars (\$1,000,000) general aggregate; and
3. Commercial Automobile Liability in the amount of one million dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage.
4. Real Property Insurance - Covering all of the Improvements and LICENSEE's personal property against loss or damage by fire, lightning, extended coverage, vandalism, malicious mischief and earthquake in an amount equal to their replacement value.
5. Additional Insured – LICENSEE agrees that it will include CITY as an additional insured on its liability policies.
6. Waiver of Subrogation Rights – LICENSEE hereby waives all subrogation and/or recovery rights against CITY, its employees, agents, volunteers, contractors, and sub-contractors.

7. 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 CITY, as relates to LICENSEE's negligence.

CITY is a public entity and is self-insured. LICENSEE and CITY acknowledge that CITY is legally self-insured for Workers' Compensation up to statutory limits. LICENSEE and CITY accept such self-insurance as satisfying the Workers' Compensation requirements under this License.

16. HAZARDOUS MATERIALS:

- A. "Hazardous Materials" shall mean any substance deemed to be hazardous, toxic or dangerous in any Hazardous Waste Law, and shall include petroleum. "ACMs" shall mean asbestos containing materials. "Hazardous Water Laws" shall mean all applicable federal, state, or local laws or regulations governing Hazardous Materials and/or ACMs.
- B. Neither LICENSEE or CITY has, nor will, generate, store or dispose of any Hazardous Materials or ACMs on or about the Premises in violation of any Hazardous Waste Laws. To the best of CITY's knowledge, CITY does not know of the existence of any hazardous Materials or ACMs on the Premises in violation of any Hazardous Waste Laws and CITY has not received any written notice of any violation of Hazardous Waste Laws, or any written directive to perform any work in accordance therewith. CITY shall be responsible for remediation of any release of any Hazardous Materials in accordance with all applicable laws, which release does not result from LICENSEE's activities. LICENSEE shall be responsible to the extent any release results from LICENSEE's (including LICENSEE's agents, employees, or contractors) activities. Notwithstanding the foregoing, CITY shall be responsible for abating any ACMs that will be disturbed by LICENSEE's permitted use.

17. CASUALTY:

In the event of damage by fire or other casualty to CITY's tower or the Premises which LICENSEE did not cause, contribute to or exacerbate and which is not repaired within forty-five (45) days following same or, if the Site is damaged by fire or other casualty so that such damage disrupts LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following that period, terminate this License upon fifteen (15) days prior written notice to CITY. Any such notice of termination shall cause this License to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this License and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this License. Notwithstanding the foregoing, the rent shall abate during the period of repair following

such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.

18. CONDEMNATION:

In the event of condemnation of all or any portion of the Site, this License shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or CITY's tower, LICENSEE, in LICENSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation disrupts LICENSEE's operations at the Premises for more than forty-five (45) days, LICENSEE may, at LICENSEE's option, which must be exercised in writing within fifteen (15) days after CITY shall have given LICENSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this License as of the date the condemning authority takes such possession. LICENSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for its losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of any possessory interest). The parties shall make an appropriate adjustment to payments due to the other under this License for the time of the LICENSEE is unable to use the Premises. If LICENSEE does not terminate this License in accordance with the foregoing, this License shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises.

19. FORCE MAJEURE:

CITY shall not be held liable for any delay or failure in performance of any part of this agreement 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.

20. FAA SPECIAL PROVISIONS FOR PREMISES LOCATED AT CITY AIRPORT:

A. LICENSEE, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in event facilities are constructed, maintained, or otherwise operated on the property described in this License for a purpose for which a DOT program or activity is extended of for another purpose involving the provision of similar services or benefits, LICENSEE shall maintain and operate such facilities and

services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- B. LICENSEE for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby further covenant and agree as a covenant running with the land that: (a) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of facilities; (b) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; (c) that LICENSEE shall use the with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 2 1, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.
- C. In the event of breach of any of the nondiscrimination covenants, CITY shall have the right to terminate this License and to reenter and repossess the Premises and the facilities thereon, and hold the same as if this License had never been made or issued. The provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.
- D. LICENSEE shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT LICENSEE may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
- E. Non-compliance with paragraph D, above shall constitute a material breach thereof and in the event of such non-compliance CITY shall have the right to terminate this License without liability therefore or at the election of CITY or the United States either or both Governments shall have the right to judicially enforce paragraph D, above.
- F. LICENSEE shall insert the provisions of this section in any agreement or contract by which LICENSEE grants a right of privilege to any person, firm or corporation to render accommodations and/or services to the public on the Premises herein licensed.
- G. LICENSEE assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall be on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR, Subpart E. LICENSEE assures that no person shall be

excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by such subpart. LICENSEE assures that it will require that it's covered by such subpart. LICENSEE assures that it will require that its covered sub organizations provide assurances to LICENSEE that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as provided by 14 CFR Part 152, subpart 2, to the same effect.

- H. CITY reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of LICENSEE and without interference of hindrance. Such reservation included without limitation the right to develop and operate other airports, to relocate existing operations at other airports and to offer services and facilities at the other airports that may compete with the operations of LICENSEE.
- I. CITY reserves the right, but shall not be obligated to LICENSEE, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities at the Airport, together with the right to direct and control all activities of LICENSEE in this regard.
- J. This License shall be subordinate to the provisions and requirements of any existing or future agreement between CITY and the United States or other governmental authority, relative to the development, operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of Federal or other governmental funds for the development of the Airport, to the extent of the provisions of any existing or future funds. CITY agrees to provide LICENSEE written advance notice of any provisions that would adversely modify the material terms of this License.
- K. LICENSEE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.
- L. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).
- M. There is hereby reserved to CITY, its successor and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from or operation on the Airport.
- N. LICENSEE, by accepting this License expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land licensed hereunder above the mean sea level

elevation of more than 100 feet. In the event the aforesaid covenants are breached, CITY reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of LICENSEE.

- O. LICENSEE, by accepting this License expressly agrees for itself, its successors and assigns, that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, CITY reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of LICENSEE.
- P. This License and all the provisions hereof shall be subject to whatever right the United States government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

21. OTHER OPERATIONS:

It is understood and agreed that the use authorized at the PREMISES by this License is not given to LICENSEE exclusively but may be given to any other LICENSEE at the PREMISES at the sole discretion of CITY.

22. GENERAL TERMS AND CONDITIONS:

- A. Permits - LICENSEE is required to and 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.
- B. Waiver - No waiver of a breach of any provision of this License by either party shall constitute a waiver of any other breach, or of such provision. Failure of CITY 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.
- C. 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.
- D. 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.

- E. Exhibits - All Exhibits attached hereto, if any, are an integral part of this License and are incorporated herein by reference.
- F. Entire Agreement - This License shall be governed by the laws of the State of California and constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions, and preliminary understanding. This License may be amended as CITY and LICENSEE mutually agree in writing. Any such amendment must be signed/approved by authorized representatives of the CITY and LICENSEE.
- G. Notifications - All notices or demands required, or permitted to be given or made hereunder, shall be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender. Notice shall be effective upon two (2) days after date of mailing.

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:

To CITY: City of Watsonville
 Watsonville Municipal Airport
 100 Aviation Way
 Watsonville, CA 95076

To LICENSEE: County Of Santa Cruz
 Information Services Department
 701 Ocean Street, Room 315
 Santa Cruz, CA 95060

- H. Authority. CITY warrants and represents to LICENSEE that (a) CITY has full authority to enter into this License and to grant the licenses provided herein and to CITY's knowledge, there are no undisclosed liens, judgments or impeachments of title on the Site that prevent the use of the Premises by LICENSEE as set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Signatures appear on following page]

IN WITNESS THEREOF, the parties executed this License.

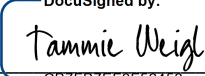
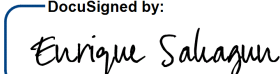

<p>LICENSEE:</p> <p>COUNTY OF SANTA CRUZ</p> <p>DocuSigned by:  6/29/2023 <small>CB7FB7EE0F56453...</small> Tammie Weigl, Director</p> <p>APPROVED AS TO INSURANCE:</p> <p>DocuSigned by:  6/28/2023 <small>F88BB4ED1F11445...</small> Risk Management</p> <p>APPROVED AS TO FORM:</p> <p>DocuSigned by:  6/28/2023 <small>13427C3A75E8491...</small> Office of the County Counsel</p>	<p>CITY:</p> <p>CITY OF WATSONVILLE, a California charter city and municipal corporation</p> <p>By: _____ Rene Mendez, City Manager</p> <p>ATTEST:</p> <p>By: _____ Irwin I. Ortiz, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>By: _____ Samantha Zutler, City Attorney</p>
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EXHIBIT “A”

Legal Description

A portion of the existing CITY communication site; described as Parcel Number 015-221-02-000.

EXHIBIT "B"

Location of Premises, Site Information and Equipment
TOWER DESCRIPTION

100' Tri-Ex 3-legged self-support tower located at 370 Airport Boulevard, Watsonville, California as shown on the tax map of the County of Santa Cruz as Assessor's Parcel Number 015-221-02-000.



The County Equipment consists of the following:

Watsonville FS#2 inventory:

- (6) Tait TB-8100 repeaters
- (1) Endrun GPS unit
- (1) Duplexor
- (1) transmitter combiner
- (1) Receive multicoupler
- (1) Lamarche power supply
- (12) Backup batteries
- (2) Constellation microwaves
- (1) Microwave power supply
- (1) Stand up ac unit
- (5) 8 foot racks

Watsonville Tower inventory:

- (3) 6 foot microwave dishes
- (1) GPS antenna
- (7) Radio antennas
- Coax runs to all antennas
- Guide to all microwave antennas