



LICENSE AGREEMENT

This License Agreement ("License") is made and entered into as of the 30.00 day of May 2024 by and between the City of Grand Junction, Colorado, a home rule municipality with an address of 250 N. 5th Street, Grand Junction, Colorado 81501 ("Licensor") and Region-10 League for Economic Assistance and Planning, a Colorado intergovernmental entity operating through a nonprofit organization with an address of 145 S. Cascade Street, Montrose, Colorado 81401 ("Licensee"). Collectively, the Licensor and the Licensee may be called the Parties and singularly as a Party.

RECITALS

A. Licensor owns a building located at 250 N. 5th Street, Grand Junction, Colorado 81501 ("Building").

B. Licensor is committed to fostering a carrier-neutral environment and has established a carrier-neutral location ("CNL") within the Building. This CNL provides a centralized place for telecommunications providers to co-locate equipment and interconnect, enhancing broadband services in the community.

C. The licensee owns a computer and related telecommunications equipment ("Equipment"), more particularly described in the Schedule of Equipment attached hereto as Exhibit B and incorporated herein by reference. The licensee desires to install and operate its Equipment in the CNL in the Building.

D. Under the terms of this License, Licensee is granted a non-exclusive, revocable license to install and operate Equipment within a designated space in the CNL.

NOW, THEREFORE, the Licensor and Licensee, in recognition of the mutual benefits and shared interest in enhancing telecommunications services in the community, and in consideration of the mutual covenants contained herein, as well as the Recitals which are at this moment incorporated herein, agree as follows:

1. GRANT OF LICENSE

1.1 The Licensor grants the Licensee a non-exclusive, revocable license to install, operate, and maintain the Equipment in a specific space ('Licensed Space') located in the carrier-neutral location ('CNL') premises ('Premises'). The Licensee is responsible for installing, operating, and maintaining the Equipment in the Licensed Space and any necessary upgrades or replacements. The Licensed Space is depicted on the floor plan attached as Exhibit A and incorporated herein by reference.

1.2 The Licensee shall have no genuine property interest in the Licensed Space or Premises and shall have only such rights of entry to them as are granted by and hereunder. Licensor reserves the right to grant similar non-exclusive licenses within the Premises to other telecommunications providers.

2. TERM AND PERMITTED USES

2.1 **Term.** The initial term of this License shall commence on July 1, 2024, and end on April 30, 2034 ("Initial Term") unless terminated sooner as provided herein.

2.2 **Renewal Term.** Upon expiration of the Initial Term, this License will renew for one (1) Ten-year term (each a "Renewal Term") for a negotiated license fee, unless either party provides at one hundred 120 (120) days prior written notice of non-renewal before the commencement of a Renewal Term(s).

2.3 **Permitted Uses.** Licensee may use the Licensed Space solely for (i) installing Equipment, (ii) maintaining, repairing, replacing, and upgrading Equipment, (iii) operating the Equipment, and (iv) removing Equipment upon termination of this License (collectively, the "Permitted Uses"). The licensee shall not use the Space for any other purpose(s) without the Licensor's prior written consent. The licensor may grant or withhold consent in its sole discretion.

2.4 **Early Termination.** Either party may terminate this License at any time without cause by providing the other Party one hundred twenty (120) days prior written notice.

3. RENTAL FEE

3.1 **Rental Fee.** In consideration of the License granted herein, the Licensee shall pay the Licensor a monthly rental fee of Seven Hundred Dollars (\$700) ("Rental Fee") for each equipment Rack/Cabinet during the Initial Term and any Renewal Term.

3.2 Notwithstanding this Agreement's general payment terms, the Parties agree to a specific arrangement regarding the first Rental Fee installment. The Licensee will occupy the rack without charge until January 1, 2026. The initial installment of the Rental Fee of \$700 per rack, as defined in Section 3.1, shall become due on January 1, 2026. Subsequent installments shall be due on the 1st day of each month after that. To avoid doubt, the second installment shall be due on February 1, 2026, and continue monthly as stipulated.

3.3 **Payment Terms.** The security deposit and first Rental Fee installment are due on the commencement date of this License. Subsequent installments are due on the first day of each month after that. Rental Fees are prorated for partial months at the outset and termination of this License.

3.4 **Place of Payment.** All Rental Fees and other amounts payable shall be paid via check or bank transfer to the Licensor at the following address: City of Grand Junction, 250 N. 5th Street, Grand Junction, CO 81501, or such other address specified by the Licensor in writing.

4. USE OF PREMISES AND SPACE

4.1 **Compliance with Laws and Regulations.** The Licensee can rest assured that the Licensor is committed to safety and compliance. The Licensee shall comply with all applicable laws, regulations, codes, and other legal requirements regarding the installation, maintenance, repair, replacement, operation, and removal of the Equipment in the Licensed Space. Licensee shall obtain any required permits and licenses from applicable governmental authorities, including the Licensor and Mesa County Building Dept. All electrical installations, including but not limited to equipment grounding, carried out by the Lessee or its agents within the CNL shall comply with the National Electrical Code (NEC), as amended occasionally. The Lessee is responsible for ensuring that all equipment installed in the provided racks is appropriately grounded to prevent electrical hazards and ensure the equipment and personnel's safety. The lessor may inspect any electrical installations to ensure compliance with the NEC and the terms of this

Agreement. The Lessee shall rectify any non-compliant installations at its own expense within the time frame specified by the Lessor.

4.2 No Alterations. The licensee shall not make any alterations, additions, or improvements to the Licensed Space and Premises without the Licensor's prior written consent. Any permitted alterations shall be performed exclusively by the Licensor or its designated contractor at the Licensee's expense. The Lessee shall not undertake or commission any such alterations without the express written consent of the Licensor. At the expiration or termination of this License, the Licensee shall restore the Licensed Space to its prior condition, reasonable wear and tear excepted.

4.3 Equipment Responsibility. The Equipment shall remain the personal property of the Licensee and shall not be, be claimed to be, or become a fixture on the Premises. The Licensee shall identify the Equipment as its property, including contact information for the Licensee. The Licensee shall be responsible for damage caused by the Licensee's use of the Space.

4.4 Access and Security. The Licensee shall have 24/7/365 unescorted access to their leased rack and comply with all reasonable security requirements imposed by the Licensor regarding access to the Premises and Space.

4.5 Issuance of Access Control Card: Upon the commencement of this Lease Agreement, the Licensor will issue the Licensee two access control cards to the Premises.

4.6 Key Check-Out Procedure:

- Before any additional key check-outs, the Licensee must submit a written request to the Licensor or the designated property manager.
- Upon approval of the request, the Licensor shall record the date, time, essential type, and key serial number, if any, in the Key Management Log.
- The Licensee must sign the Key Management Log upon receipt of the key(s).

4.7 Access Control Card Check-In Procedure:

- Upon termination of the License or whenever requested by the Licensor, the Licensee shall return all Access Control Cards to the Licensor.
- The return of the Access Control Cards will be recorded in the Access Control Card Log, noting the date, time, essential type, and key serial number, if any.
- The Licensee must sign the Access Control Card Log upon returning the key(s).
- If the Licensee does not return the Access Control Cards issued when requested, the Licensor may deactivate them.

4.8 Loss or Damage of Keys:

- The Licensee shall immediately notify the Licensor in writing if any Access Control Card is lost or damaged.
- The Licensee shall be responsible for any costs incurred due to replacing the lost or damaged Access Control Card and may be liable for additional charges related to the security compromise resulting from the loss.

4.8.1 Duplication Prohibited: The Licensee is strictly prohibited from making unauthorized duplicates of any Access Control Cards. Any violation of this provision may result in penalties, as stated elsewhere in this License agreement.

4.9 Security. The Licensor reserves the right to change access codes and other security measures at its sole discretion. Should changes to access or other security protocol change, the Licensor will endeavor to notify the Licensee in writing in advance and issue new Access Control Cards to the Licensee if it is in good standing and otherwise in compliance with this License.

- 4.10 **Hazardous Materials.** The licensee shall not use or store Hazardous Materials in or about the Licensed Space or Premises. The licensee shall ensure all Equipment complies with applicable codes and standards relating to Electromagnetic Fields (EMF), radio frequency (RF) emissions, or other emissions or discharges from communications equipment that could pose environmental or health concerns.
- 4.11 **Trash Removal.** The licensee shall regularly remove trash and debris accumulating in the Licensed Space due to equipment installation, maintenance, replacement, or removal. Areas surrounding the Equipment shall be always kept neat and orderly.
- 4.12 **Rules and Regulations.** The licensee agrees to comply with all reasonable rules and regulations governing the use and occupancy of the Premises that the Licensor imposes generally on licensees in the Premises.

5. UTILITIES AND SERVICES

- 5.1 **Electricity Charges.** In addition to the base Rental Fee, the Licensee shall pay the Licensor for electricity usage for the Licensed Space and Premises.
- 5.2 **Current Usage.** The CNL is currently metered in aggregate. The average daily baseline usage is approximately 29,000 kWh per day.
- 5.3 **Increased Usage.** Once the carrier-neutral location (CNL) is established, electricity usage above 29,000 kWh daily average (Increased Usage) shall be attributed to the CNL. The Increased Usage shall be divided equally by the number of leased CNL cabinets to determine the electricity charge per cabinet.
- 5.4 **Rate.** The electricity charge per Cabinet shall be calculated based on the increased usage divided by the number of licensed cabinets at the Licensor's utility company rates plus an administrative fee of \$0.02 per kWh per month. Rates may be adjusted periodically to reflect changes in the Licensor's costs.
- 5.5 **Payment.** The licensee shall pay the monthly electricity charge per Cabinet within 30 days after the invoice. Payment is due. Late payments will be subject to interest and fees as outlined in the License agreement.
- 5.6 **Backup Power.** Licensor shall provide backup power from an emergency generator sufficient to operate Equipment in the Space on a best-effort basis without warranty.
- 5.7 **Other Services.** Licensor assumes no obligation to provide services to Licensee other than equipment space, cooling, and electrical service as described above. The licensee shall be solely responsible for providing any additional utilities, services, or infrastructure needed to operate the Equipment as intended.

6. CNL CLEAN AGENT FIRE SUPPRESSION SYSTEM & EMERGENCY TRAINING

- 6.1 **Description of Clean Agent Fire Suppression System.** The Licensor maintains a Clean Agent Fire Suppression System ("Fire Suppression System") in the CNL premises. The system is designed to quickly suppress fires by discharging a clean, electrically non-conductive agent that the system vendor represents and will not harm electronic equipment.
- 6.2 **Operation and Maintenance.** The Licensor or designee will regularly maintain and inspect the Fire Suppression System. Any maintenance or inspection schedules will be communicated to the Licensee in advance.
- 6.3 **Training.** To ensure the safety and security of the CNL, the Licensor will occasionally provide the Licensee with training regarding the Fire Suppression System. The training will cover the following aspects:

- Basic Understanding of the Fire Suppression System

Procedures to follow in case of fire or other emergencies.

Location and use of manual activation points, if applicable.

6.4 The Licensor will conduct training within 30 days of the commencement of this Lease Agreement, and refresher training will be provided annually or as otherwise required by local regulations.

6.5 **Emergency Situations.** In an emergency requiring the activation of the Fire Suppression System, the Licensee shall follow the procedures outlined during the training and immediately notify the Licensor's emergency response team.

6.6 **Liability.** The Licensor shall not be liable for any damage to the Licensee's property resulting from the activation of the Fire Suppression System unless such activation is due to the Licensor's willful misconduct.

6.7 **Updates and Modifications.** The Licensor reserves the right to make changes or upgrades to the Fire Suppression System as deemed necessary in its sole discretion. Any modifications will be communicated to the Licensee, and additional training will be provided if required by the changes so that Licensors understand the CNL fire suppression system well enough to work in the CNL safely.

7. REPRESENTATIONS AND WARRANTIES

7.1 **Licensor Representations.** Licensor represents and warrants that:

The Licensor has the right, power, and authority to enter this License and grant the License rights to the premises at 250 N. 5th Street, Grand Junction, CO 81501, which is zoned to permit the Licensor's intended use as a CNL.

7.2 **Licensee Representations.** The Licensee represents and warrants that:

- The Licensee validly exists, is authorized to, and is in good standing to lawfully conduct business in Colorado.
- The licensee has the right, power, and authority to enter into this License and assume the License obligations hereunder.
- The equipment and its installation, maintenance, operation, and removal shall comply with all applicable laws, regulations, codes, and other legal requirements.

8. INSURANCE AND INDEMNIFICATION

8.1 **Insurance Requirements.** At all times during the Term of this License, the Licensee shall carry and maintain in force the following insurance coverages:

8.2 **Commercial General Liability Insurance** with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The licensor shall be named as an additional insured.

8.3 **Workers' Compensation Insurance** covers employees performing work on the Premises, with statutory benefits as required by Colorado law.

8.4 **Indemnification.** The Parties recognize that as local government entities and in conformance with State law, neither Party shall be required to indemnify the other Party. Each Party shall be responsible for its costs and any damages resulting from any third-party claim related to this Agreement. If either Party assigns their rights under this Agreement to a nongovernmental entity, the non-governmental entity shall indemnify the other Party against any third-party claims, damages, or losses arising out of this Agreement unless the negligence or intentional conduct of the indemnified Party causes such claims, damages, or losses.

9. DEFAULT AND REMEDIES

9.1 **Licensee Default.** Licensee shall be in default under this License if Licensee:

- fails to pay any Rental and Utility fees or other amount(s) when due and does not cure such failure within ten (10) days after written notice from the Licensor.
- fails to perform any other obligation under this License and does not cure such default within ten (10) days after written notice from the Licensor, except that if the default cannot reasonably be cured within such thirty (30) day period, Licensee shall not be in default so long as Licensee commences to cure the default within the thirty (30) day period and after that diligently pursues curing the same;
- files a petition in bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or has a receiver appointed or
- makes any misrepresentation in this License.

9.2 Remedies. In the event of a Licensee default, the Licensor shall have the right to terminate this License upon written notice to the Licensee. Licensor may retake possession of the Licensed Space and remove all Equipment from the Premises without liability to Licensee. Licensor may recover any past due Rental Fees and interest from Licensee and all damages arising from Licensee's breach. Licensor may pursue any remedy available at law or equity. No remedy conferred upon the Licensor is intended to be exclusive of any other remedy provided herein or by law, but each shall be cumulative. Failure or delay by the Licensor to enforce any term or condition of this License shall not constitute a waiver. Acceptance of Rental Fees or other payments by the Licensor following any default shall not waive the Licensor's rights concerning the default.

10. SURRENDER AND REMOVAL OF EQUIPMENT

10.1 Surrender of Licensed Space. On expiration or termination of this License, the Licensee shall peaceably surrender the Licensed Space to the Licensor in good order and repair, reasonable wear and tear excepted. The licensee shall repair any damage to the Licensed Space or Premises resulting from the removal of equipment.

10.2 Equipment Removal. Within thirty (30) days after the expiration or termination of this License, the Licensee shall remove all Equipment from the Licensed Space and Premises. Any Equipment remaining after such time shall be deemed abandoned and may be removed and disposed of by the Licensor at the Licensee's expense. The licensee shall reimburse the Licensor for all costs incurred to remove abandoned Equipment within ten (10) days after receipt of the Licensor's invoice.

11. FORCE MAJEURE

Neither party shall be liable to the other for any delay or failure to perform resulting from natural disasters, acts of terrorism, civil disorder, court orders, acts or orders of governmental authorities, or any other circumstances beyond the party's reasonable control. Each party shall use reasonable efforts to minimize disruptions in the event of a force majeure condition. If a force majeure event continues for sixty (60) days or more, either party may terminate this License without liability by written notice to the other party.

12. NOTICES

Any notice under this License shall be valid if delivered personally or sent by certified mail, return receipt requested, electronic mail, or nationally recognized overnight courier to the address of the party listed below. Notice shall be deemed given on the date of delivery or refusal as shown on the receipt of delivery:

Licensor's Notice Address:

City of Grand Junction Legal Department
250 N. 5th Street
Grand Junction, CO 81501
Licensee's Notice Address:
Region 10
145 South Cascade Avenue
Montrose, CO 81401

13. DISPUTE RESOLUTION

13.1 If a dispute arises out of or under this License agreement that cannot be resolved by discussion among the Parties, the Parties agree that they shall proceed, in good faith, to mediation. The Parties will jointly appoint a mediator acceptable to both Parties and share equally in the cost of mediation. Mediation shall be a precondition to the commencement of any litigation. The venue for all dispute resolution (mediation and litigation) shall be in Mesa County, Colorado, and jurisdiction shall be in District Court for Mesa County, Colorado.

14. BUILDING MAINTENANCE AND REPAIR BY LICENSOR

14.1 **Maintenance Obligations.** The licensor shall be responsible for maintaining, repairing, and replacing, as necessary, the roof, foundation, exterior walls, building systems (including electrical, mechanical, and plumbing), and Common Areas serving the Premises. The licensor shall keep the Building and Premises in good working order and condition.

14.2 **Interruptions and Limitation of Liability.** Licensee acknowledges and agrees that Licensor shall not be liable for any interruptions, delays, failures, or defects in providing maintenance and repairs, nor for any resultant lost profit, lost opportunity, lost advantage related to data and connectivity, or any other associated damages or injuries, whether direct or indirect, where such events are beyond Licensor's reasonable control.

15. DATA PROTECTION AND SECURITY

15.1 **Data Security.** The licensee is responsible for adequately securing the Equipment against unauthorized access. The licensor does not provide security monitoring or services specific to the Licensee's Equipment.

16. MISCELLANEOUS

16.1 **Assignment.** The Licensee shall not assign or transfer any interest in this License, either voluntarily or by operation of law, without the Licensor's prior written consent.

16.2 **Entire Agreement.** This License contains the entire agreement between Licensor and Licensee. No representations or promises have been made except as expressly set forth herein. This License may only be amended by a written instrument signed by both parties.

16.3 **Governing Law.** This License shall be governed by and construed by Colorado law. The venue for any action arising out of or under this License shall be in District Court in Mesa County, Colorado.

16.4 **Relationships between Parties.** Nothing in this License shall be construed to create any partnership, joint venture, or similar relationship between the parties. Neither party shall be construed as having the authority to bind or obligate the other party.

16.5 **No Third-Party Beneficiaries.** This License is for the sole benefit of the Licensor and Licensee. Nothing herein is intended to confer any rights or remedies on any third party.

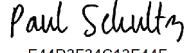
16.6 **Severability.** If any term of this License is invalid or unenforceable, the other terms shall remain enforceable to the fullest extent permitted by law.

IN WITNESS of which, the parties have executed this License effective as of the date first written above.

CITY OF GRAND JUNCTION

DocuSigned by:

Authorized Signature:



Name (Printed): Paul Schultz E44D3F34C13E44F...

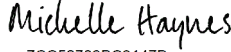
Title: IT Director

Date: 5/22/2024

LICENSEE

DocuSigned by:

Authorized Signature:



Name (Printed): Michelle Haynes 7CC52783BC3147B...

Title: Executive Director

Date: 5/22/2024