

MSC08ANT

TYPE OF RECORD:	NON-PERMANENT
CATEGORY OF RECORD:	CONTRACT (LICENSE AGREEMENT)
NAME OF CONTRACTOR:	MESA COUNTY
SUBJECT/PROJECT:	900 Mg Hz COMMUNICATION EQUIPMENT AT COMMUNITY SERVICES BUILDING, 510 29.5 ROAD (ANTENNAE)
CITY DEPARTMENT:	ADMINISTRATION
YEAR:	2008
EXPIRATION DATE:	12/31/2013
DESTRUCTION DATE:	01/01/2020

MCA 2008-081
LICENSE AGREEMENT

THIS LICENSE ("License") is made and entered into this 1st day of September 2008, by and between Mesa County (hereinafter called "LICENSOR", and the City of Grand Junction, a Colorado home rule municipality (hereinafter called" LICENSEE"). The Licensor and the Licensee may be referred to collectively as the "Parties."

RECITALS:

The Licensor and Licensee desire to enter into a License for premises known as Community Services Building (hereafter "Premises") located at 510 29.5 Road located in the City of Grand Junction, State of Colorado with the following terms as the expression of said License.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinafter stated, the Parties hereto agree as follows:

1. Licensor hereby grants to Licensee a license to occupy and use, subject to all of the stated terms and conditions, a portion of the Premises, for the Licensee's 900 MgHz communication equipment. The equipment is identified on Exhibit A attached to and incorporated in this License.
2. The term shall commence on September 1, 2008 and shall end on December 31, 2013, subject to annual renewal thereafter.
3. The Premises may be occupied and used by the Licensee solely for the purposes stated herein which shall include, but not be limited to, installation, repair, renovation and maintenance of the communication equipment described in Exhibit A. In all cases, Licensee shall coordinate with Mesa County in advance of work performed except for emergency maintenance. **In all instances, Mesa County must accompany Licensee or its representatives to Premises.**
4. Licensee shall have no right to assign this License or to sublet the use of the Premises.
5. If the Premises or any portion of the Premises are damaged during the term of this License by the negligence of the Licensee, its agents, employees or servants, Licensor shall make demand on the Licensee to pay such sums as determined by the Licensor to be necessary to restore the Premises to the condition that existed prior to the occurrence of such damage. The Licensee shall pay the claim within 30 days of receipt unless the claim is disputed in good faith.
6. Licensee shall keep in force at its expense, so long as this License remains in effect and during such other times as Licensee occupies the premise, insurance coverage acceptable to Licensor with minimum limits of One Million Dollars (\$1,000,000.00) in account of bodily injuries to or death of one or more persons as a result of any one accident or disaster and property damage with a minimum limit of \$150,000.00. The Licensee, for itself and/or its user agencies, may have protection from claims, demands,

liability or judgment by virtue of the CGIA § 24-10-101 *et. seq.*, C.R.S. The Licensor specifically acknowledges the CGIA and that the Licensee and/or its user agencies may be immune from suit, liability, damages and expenses for certain action(s) or inaction(s) from third parties. Licensee specifically acknowledges that any suit or other legal action, damages and expenses brought by Licensor against Licensee is a contractual action not subject to the CGIA.

7. Licensee shall not make any alterations except repair and maintenance or installation of new or upgraded equipment to the Premises or any part thereof without obtaining Licensor's written approval. Upon removal of Licensee's improvements, Licensee shall repair, at its expense, any damage other than normal wear and tear caused by removal. To the extent possible, Licensee shall restore site(s) to original condition.
8. Notwithstanding the provisions of the CGIA, Licensee will indemnify to the extent authorized by law Licensor and save it harmless from and against any and all claims, action, damage, liability and expense in connection with loss of life, personal injury or damage to property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof or any other part of Licensor's property, occasioned wholly or in part by any negligent act of omission or Licensee, its officers, agents, contractors or employees.
9. The Licensor shall provide written notice to the Licensee of any claimed, alleged or asserted breach of this License. Licensee shall have a reasonable period not to exceed 45 days to cure the default. Such notice shall not serve to invalidate this License but instead shall serve as the basis for non-renewal. Licensor may terminate this license subject to Paragraph 12.
10. Licensee agrees that it shall reasonably comply with the demands, requests or expectations of the Licensor. Licensor acknowledges that the Licensee may access the Premises during the term of this License: 24 hours per day, seven days per week. **In all instances, Mesa County must accompany Licensee or its representatives to Premises.** Licensee shall cooperate with Facilities and Parks Department for such access. Licensee shall comply with background checks, HIPPA and/or other security access requirements per Mesa County Policies and Procedures.
11. The rental terms for the term of this License are as follows: \$500 annual fee commencing with the execution of this License and each January thereafter for the term of this License or until the License is terminated in accordance with paragraph 12
12. The Licensee may terminate this License upon 45 calendar days' written notice. The Licensee shall provide at least 45 calendar days' written notice to the Licensor of termination and shall remove its equipment subject to the provisions of Paragraph 7. Licensor may revoke the license upon 90 calendar days' written notice.
13. Licensee shall not operate its equipment in any manner, which shall result in electromagnetic interference by way of example, but not limited to: radio, television, wireless, internet or other consumer electronic equipment used by the Licensor or the

residents of the structure. Radio frequency interference shall be a material breach of this License. In the event electromagnetic interference should occur in the operations of the antenna/repeater, the Licensor shall notify Licensee of such interference and shall promptly alter its antenna or take such other corrective steps to abate all such interference. Failure to abate interference within 10 days is grounds for immediate termination of this license.

14. Licensee shall take all reasonable measures to assure that its equipment is properly installed so as to minimize risk of fire or other property damage due to a lightning strike.

15. Contract Administrator for Licensee is Jim Finlayson, Information Services Manager, 244-1525, and Contract Administrator for Licensor is the Facilities and Parks Director, 970-244-3230. All correspondence and scheduling shall be through these individuals and/or their designees.

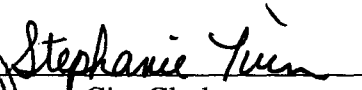
LICENSEE: The City of Grand Junction, a Colorado home rule municipality.

Signed and dated this 6th day of August, 2008.

By: 
Laurie M. Kadrich, City Manager

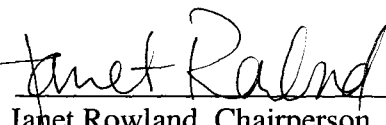


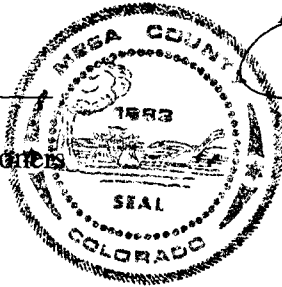
ATTEST:


Stephanie Turner
City Clerk

LICENSOR: Mesa County

Signed and dated this 15th day of September, 2008.

By: 
Janet Rowland, Chairperson
Mesa County Board of Commissioners



ATTEST:

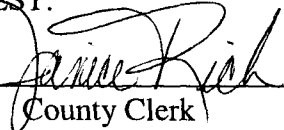

Jamie Rich
County Clerk

Exhibit A

Grand Junction Regional Communication Center Equipment List

CSB 2nd Floor Wiring Room

Rack for equipment 1

900MHz radio 1

4.9GHz radio 1

Battery backup power supply 1

Roof

Antenna tripod mounts 1

12 foot 900MHz pole antenna 1

2 foot 4.9GHz dish antenna 1