

COMMUNICATIONS SITE ACCESS AGREEMENT

This communications site access agreement is made and entered into this ____ day of _____, 2023, by and between the City of Redding, a municipal corporation, hereinafter called "the City," and Shasta County, a political subdivision of the State of California, by and through its Sheriff's Office, hereinafter called "the County," who are sometimes hereinafter each singularly referred to as "party" and collectively referred to as the "parties."

RECITALS

WHEREAS The City of Redding owns that certain real property in the City of Redding, particularly a public safety communications facility located at 3100 Foothill Boulevard, Redding, CA 96001, commonly referred to as "Hill 900"; and

WHEREAS the City maintains and operates on the premises a public safety telecommunications facility, consisting of a freestanding communications tower and equipment vault for public safety communications (the "facility"), and it is the City's practice to foster interoperability with other public entities for public safety communications purposes; and

WHEREAS the City owns and operates a Motorola ASTRO25 land mobile radio system consisting of a master communications system controller (Zone Controller/Master Site), a multisite simulcast controller (Prime Site), and multiple transceivers and associated transmission equipment (RF Site) all located within the facility; and

WHEREAS the County is in the process of upgrading their public safety communications infrastructure to support wide-area analog and digital public safety communications; and

WHEREAS to facilitate operability and interoperability, the County desires to integrate its upgraded public safety communications system into the City's Zone Controller/Master Site and to do so requires installation of County owned telecommunications equipment ("equipment") in the facility, the parties agree subject to the terms and conditions set forth below.

AGREEMENT

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

1. **AREA and EQUIPMENT.** The City does hereby authorize non-exclusive use of the facility together with right of access, including access to utility services. The specific location of the County's equipment within the shelter along with any cabling, telecommunications demarcation points, antennas, or any other required equipment, will be determined by mutual agreement of the parties. The County understands that the premises and facility are non-exclusive to the County and are shared with other authorized agencies operating similar telecommunications equipment.
2. **USE.** The City agrees to allow the County to install, integrate, maintain, and operate the telecommunications equipment in Exhibit A for the purpose of establishing a wide-area public safety communications system subject to the restrictions herein.
 - A. Installation is not to proceed until the City has received, acknowledged, reviewed, and approved all aspects of the design that relate to the installation or integration with City systems or facilities. Permission from the City to install the equipment shall not be unreasonably withheld, delayed, or conditioned. After installation, the City will, within ten (10) business days, inspect the installation for conformity to the plans and applicable technical and workmanship standards. The City reserves the right to deny permission to integrate the County's equipment into the City's Zone Controller/Master Site should the installation not conform to approved plans or standards.

- B. The installation of all equipment 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. The County 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 the use of the facility.
- C. The installation of all telecommunications equipment shall be performed in accordance with the requirements of the Telecommunications Industry Association (TIA) or greater.
- D. The City, at its sole cost, shall maintain the facility. The County shall not be responsible in any manner for the maintenance and repair of the facility or equipment belonging to the City or other co-located agencies.
- E. The County, at its sole expense, shall be responsible for the maintenance and upkeep of its own equipment to include any maintenance and license costs associated with the operation of installed components.
- F. The County will work with the City and Motorola to ensure that the County's hardware, software, and firmware are maintained to the same system revision level as the City's system.
- G. The County shall at all times maintain a service, maintenance, and upgrade contract with equivalent terms and conditions to that of the City's service, maintenance and upgrade contract for the system with the City's approved maintenance provider.
- H. Any equipment installed by County at the facility shall comply with the applicable provisions of the California Environmental Quality Act.
- I. The City, at its sole discretion, has the right to approve the County's contractors and exclude contractors from the premises for any reason.
- J. If the facility is destroyed, the City shall decide, at its sole discretion, whether to replace the facility. If the City chooses to do so, the County may be granted the opportunity to reestablish its presence within the new facility. Should damage and destruction of the facility occur, at the direction of the City the County may be allowed to place temporary equipment at the facility. Should the damage and destruction be such that the City chooses not to rebuild the facility, this agreement will be deemed terminated.
- K. County shall be permitted to install one external antenna on the ice bridge between the equipment shelter and the tower. The specific mounting location shall be communicated to and approved solely by the City's Radio System Manager. The installation of any equipment shall not commence until said location is documented in writing and the receipt acknowledged by the City's Radio System Manager.
- L. The City shall provide space for a single seven-foot 19" EIA rack at a location to be designated by the City's Radio System Manager.
- M. The location of any telecommunications demarcation points needed by the County, or its agents, must be approved by the City's Radio System Manager prior to any installation.
- N. Any future modifications to the facility that may require the relocation of the County's equipment, whether required by the City or the County, will be communicated at least sixty (60) days prior to required relocation. All costs related to relocating County owned equipment will be the sole responsibility of initiating party.

3. **TERM.** The agreement shall be effective on the date first written above. The term of this agreement shall be one (1) year and shall continue thereafter on a month-to-month basis until either party elects to terminate the agreement upon sixty (60) days advance written notice, with no cause required for termination.
4. **FEES.** Work required by City personnel to support the County's operation of County's equipment at Hill 900 will be billed to the County at the hourly rate of \$170 per hour, with a minimum of four hours for each on-site call out.
5. **UTILITIES.** The City shall provide two (2) 20 AMP 120VAC single-phase electric circuits located in the appropriate location to facilitate the installation of the County's equipment. The County agrees to reimburse the City for any expense that may be associated with the installation of the aforementioned circuits.
6. **STANDARDS.** The County agrees to install, maintain, and operate its electronic equipment in accordance with any applicable statutes pertaining to the use of said electronic equipment.
 - A. The City, having a prior and superior right to the premises as owner of Hill 900 land, reserves the right, in its sole and absolute discretion, to de-energize the County's equipment whenever, at the City's sole and absolute discretion, continued operation by the County's equipment installed under this agreement disrupts the normal operation of the system. Disruption shall be deemed to exist if the disruption can be demonstrated or there is material impairment of the quality of the City's communications as compared to that which would exist in the absence of the County's equipment.
 - B. In the event of a disruption, the City and the County shall mutually cooperate to mitigate the disruption as quickly as reasonably possible.
 - C. Any disruption that occurs during an emergency incident may require immediate cessation of operation of the County's equipment. Failure of the County to do so immediately upon notification of such disruption will be grounds for immediate termination of this agreement and the City shall be authorized to de-energize County's equipment under these circumstances.
7. **RIGHTS RESERVED BY CITY.**
 - A. The City reserves the right to use 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 agreement is subject to all valid and existing contracts, leases, agreements, assignments, easements, encumbrances, and claims of title which may affect the premises. The City reserves the right to enter into additional agreements affecting the premises without consulting the County.
 - C. The County may not grant any interest in its rights under this agreement to any third party.

8. **NOTICES.**

All notices required or authorized by this agreement 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 City:

Heather Gustafson
Project Coordinator - Technical
Information Technology
City of Redding
777 Cypress Avenue
Third Floor
Redding, CA 96001
hgustafson@cityofredding.org

And to: City Manager
City of Redding
City Hall
777 Cypress Avenue
Redding, CA 96001

If to County:

Captain Gene Randall, MS
Shasta County Sheriff's Office
300 Park Marina Circle
Redding, California 96001
grandall@co.shasta.ca.us

And to:
County Executive Officer
County of Shasta
1450 Court Street, Suite 308A
Redding, CA 96001-1673
cao@co.shasta.ca.us

9. **HAZARDOUS WASTE.** The County, 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. 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.
10. **PROHIBITED USE.** The County 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 the use of the property or premises and shall not knowingly use or permit the use of the property or premises for any illegal purposes.
11. **RULES.** The County will comply with all written rules and regulations adopted by the City. Possession or use of firearms, liquor, or illegal drugs on the property or premises are prohibited.
12. **FIRE AND CASUALTY DAMAGES.** The City will not be responsible for any loss of the County's property by fire or casualty, and the County will make no claim of any nature against the City by reason of any damage to any property in the event of damage or destruction by fire or other cause.
13. **TERMINATION.** This may be terminated without cause on sixty (60) days prior written notice by either party.
 - A. The County, upon termination of agreement, shall peaceably and quietly leave, surrender, and yield to the City 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, the City's Radio System Manager or other authorized representative shall inspect the property, premises, and facility to determine if the County left them in the condition specified in this section. In the event damage has occurred, the County 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 the County based on damage caused to the property, premises, and/or facility by the County shall be paid by the County to the City within two weeks of written notice thereof.
 - B. All equipment placed in or on the facility by the County, including, all wires, electronics, and other property, shall remain the property of the County and shall be removed by the County, at its sole cost

and expense, within thirty (30) days after termination of this agreement. Should the County fail to do so within thirty (30) days after termination, the City may remove the equipment and property at the risk of County, and all cost and expense of such removal as aforesaid shall be paid by County on demand. The County may, with the written consent of the City, abandon in place any and all of said equipment.

14. **ACCESS.** The County, its properly qualified, authorized, and approved agents, employees, and contractors, shall have the right to access the facility, as coordinated by representatives of the City. If communication equipment of the County is operated or maintained by anyone other than its regular employees or approved contractors, the admission of such persons to said site shall be permitted only upon express consent of the City having first been obtained. The City hereby grants to the County a non-exclusive right to use the access road that serves the facility. Said right shall be subject to the provisions of Section 7 hereof, and to the following conditions and terms:
 - A. The County shall exercise said right through its authorized agents, employees, contractors, or servants whenever it is necessary for them to have access to County's equipment, now or hereafter located on said facility.
 - B. County 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. The County shall, at its expense, promptly repair any abnormal or excessive road damage caused by its use during the term of this agreement.
 - C. The County shall NOT install any locking device on any gate or access point without prior approval of the City. Should the City grant the County the right to install a locking device, any key or combination must be provided to the City prior to the installation of any locking device.
15. **INDEMNIFICATION OF THE CITY.** The County hereby agrees to protect, defend, indemnify, and hold the City 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 the County arising directly or indirectly out of this agreement or the County's use of the property, premises, or facility. The County agrees to investigate, handle, respond to, provide defense for, and defend any such claim, demand, or suit at the sole expense of County. The County 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 City, 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 the City or County or to enlarge in any way County's liability but is intended solely to provide for indemnification of the City from liability as described above. As used in this section, the term City encompasses the City of Redding or its officers, agents, employees, and volunteers. This section shall survive expiration or termination of this agreement.
16. **INSURANCE REQUIREMENTS.** It is agreed that County shall maintain at all times during the performance of this agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations, including, but not limited to, not less than: One Million Dollars (\$1,000,000) General Liability; One Million Dollars (\$1,000,000) Automotive Liability; and One Million Dollars (\$1,000,000) Workers' Compensation.
17. **AMENDMENT.** This agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto.
18. **ENTIRE AGREEMENT.** This agreement, including its associated exhibits, incorporates all agreements and understandings between City and County regarding this matter, and no verbal agreements or understandings

shall be binding upon either City or County, and any addition, variation, or modification to this agreement shall be ineffective unless made in writing and signed by the parties.

19. **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.
20. **LAW GOVERNING.** The parties hereto acknowledge that this agreement has been negotiated and entered into in the State of California. The parties hereto expressly agree that this agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. The venue for any disputes shall be the Superior Court for the State of California, in Shasta County. The parties hereby waive any federal court removal rights and/or rights based on original jurisdiction that they may have.
21. **RELATIONSHIP OF PARTIES.** The County and its agents and employees, in the performance of this agreement, shall act in an independent capacity and not as officers, employees or agents of the City. The employees of the City who participate in the performance of this agreement are not agents of the County.
22. **SUCCESSORS AND ASSIGNS.** Subject to Section 7, 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.
23. **SECTION HEADINGS.** All section headings, titles or captions contained in this agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this agreement.
24. **PARTIAL INVALIDITY.** If any one or more of the terms, provisions, covenants or conditions of this agreement 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 agreement shall be affected thereby, and all of said remaining terms of this agreement shall be valid and enforceable to the fullest extent permitted by law.
25. **COUNTERPARTS.** This agreement 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.
26. **EXHIBITS.** Any and all exhibits referred to in and/or attached to this agreement are hereby incorporated into this agreement as if set forth in full herein.
27. **CONSTRUCTION AND INTERPRETATION.** It is agreed and acknowledged by the parties that the provisions of this agreement 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 agreement 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 agreement.
28. **TIME OF THE ESSENCE.** Time is of the essence with respect to the obligations to be performed under this agreement.
29. **AUTHORITY OF EXECUTION.** Each person executing this agreement 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 agreement and perform all of its obligations hereunder.
30. **COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES.** This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as

digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

City of Redding
Shasta County

Hill 900
Site Sharing Agreement

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

ATTEST:

CITY OF REDDING

By: _____
Sharlene Tipton, City Clerk

By: _____
Michael Dacquisto, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Barry DeWalt, City Attorney

ATTEST:

David J. Rickert, Clerk of the Board of Supervisors

COUNTY OF SHASTA

Shasta County Board of Supervisors

By: _____
Deputy Clerk of the Board

By: _____
Patrick Jones, Chair

Date: _____

Date: _____

APPROVED AS TO FORM:
County Counsel

Risk Management

DocuSigned by:
By: Gretchen M. Stuhr
9AAF581D8B5042F...

DocuSigned by:
By: James Johnson
James Johnson, Risk Management Analyst III

Gretchen M. Stuhr
Interim County Counsel

Date: 11/16/2023 | 12:00 PM PST

Date: 11/17/2023 | 9:29 AM PST

Exhibit A

Rack Face Drawing

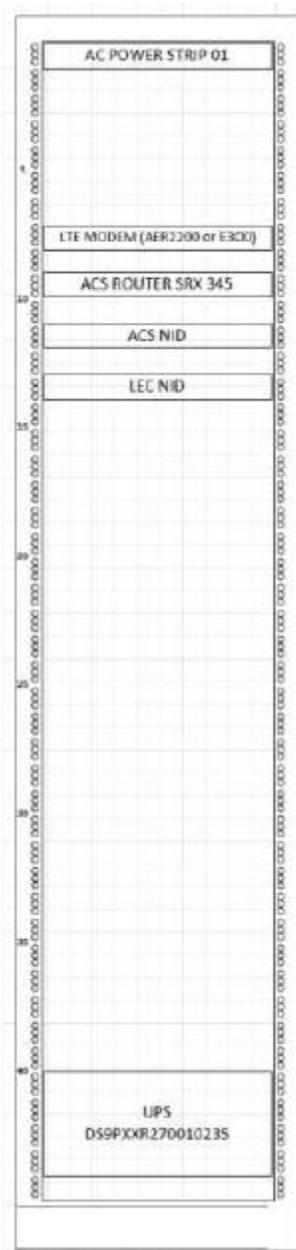


Exhibit A

Equipment List and Power Consumption

UPS

Approx runtime: 79minutes for 8amps load

Input: Softwire 120V with L5-30P

Output: 120V with six 5-20R and one L5-30R

AC Source: 120V

Equipment List/Power Consumption Template

A.C. Utility Strip 1		
Outlet	Device	Current (Amps)
1	LTE MODEM (AER2200 or E300)	1.5
3	ACS ROUTER SRX 345	1.5
2	ACS NID	1
4	LEC NID	1
5	empty	
6	empty	
	Total Current (Amps)	5.0