



June 29, 2026

**REQUEST FOR PROPOSAL
COUNTY OF ALAMEDA
COMMUNICATION CELL SITE**

The County of Alameda is exploring the continued development of a first-class cellular communication broadcast site at the Alameda County Fairgrounds in Pleasanton, CA. The County seeks proposals from qualified broadcasters, cellular providers, and other users of cell sites for use of this prime broadcast site.

It is the intent of this Request for Proposal (RFP) to describe the terms under which the County of Alameda will enter into a communications agreement with a cellular broadcaster for the site.

The County intends to award License Agreement(s) to the bidder(s) selected as the most responsible bidder(s) whose response conforms to the RFP and meets the County's requirements. County of Alameda General Services Agency – Real Property Management (GSA) together with The Alameda County Fairgrounds Association are managing this RFP, and all questions or comments should be directed to GSA at the contact information provided below.

SCOPE

The County of Alameda owns properties that are optimal locations for cellular broadcast communications equipment. It is the County's intention to license these locations to cellular communications broadcasters who benefit from the location and will provide the County with market-rate or better income for the lease of its property, while adhering to the County's commitment to its citizens and its environmentally responsible policies.

The property under consideration is the Alameda County Fairgrounds located at 4501 Pleasanton Ave., Pleasanton APN 946-3485-001-07 and APN 946-3485-001-05.

BIDDER QUALIFICATIONS

Bidder shall have been regularly and continuously engaged in the business of providing cellular communications services to the general public for at least five (5) years.

Bidder shall be a certified cellular communications manufacturer or provider.

Bidder shall possess, or obtain, all permits, licenses and professional credentials necessary for installation of its equipment.

Bidder is responsible for any required improvements to the site including, but not limited to, access, utilities and security.

The County's standard Communications Facility License Agreement is included (Exhibit B). By responding to this Request for Proposal, Bidder accepts the terms and conditions as written to form.

Bidder is willing and able to establish a plan for, and properly deal with, neighborhood concerns regarding equipment visibility and site aesthetics.

GSA and The County Fairgrounds Association will screen all proposals and will make the final decision. Unless otherwise directed, please maintain all communications with GSA only.

All responses to this RFP must be in writing and received via registered mail or courier service no later than **3PM Friday, July 31st, 2026**, at Alameda Fairgrounds:

Alameda County Fairgrounds Association
Attn: Leasing
4500 Pleasanton Ave.
Pleasanton, CA 94566

Facsimile proposals will not be accepted. If you have any questions prior to the deadline, please contact Yolanda McCormack at 510-208-9734 or via email at yolanda.mccormack@acgov.org

The issuance of this RFP does not constitute a license award, or any type of commitment or obligation on the part of the County. The County shall not pay or be responsible for any costs incurred in the preparation and submission of responses. The County reserves the right to reject all responses, and no part of this RFP shall be interpreted as an obligation on the part of the County to proceed with the project. You must also understand that no action that binds the County is in effect until the required County approval process is completed, including approval by the County Board of Supervisors at a public hearing.

Sincerely,

Yolanda McCormack
Real Estate Projects Manager

cc: Thomas McKimmy, Strategic Facilities Capital Planning Manager
Rachel Johnson, Real Property Program Manager

EXHIBIT A

Site



Alameda County Fairgrounds 4501 Pleasanton Ave., Pleasanton
APN 946-3485-1-7

EXHIBIT B

COUNTY OF ALAMEDA
COMMUNICATIONS FACILITIES
LICENSE AGREEMENT

(Insert Licensee)

This LICENSE AGREEMENT ("**License**") by and between the County of Alameda, a political subdivision of the State of California ("**County**") and XXXXXX, ("**Licensee**"), made and entered into as of the date executed by the President of the Board of Supervisors of the County, below ("**Effective Date**"). County and Licensee are sometimes referred to individually as "**party**" and collectively as "**parties**".

WITNESSETH:

WHEREAS, County owns property located in the City of Pleasanton, [APN 946-3485-001-07 and APN 946-3485-001-05], County of Alameda, State of California (the "**Property**"); and

WHEREAS, the Property is managed on behalf of the County by the Alameda County Agricultural Fair Association, hereinafter referred to as the "**Fairgrounds**", and any revenue received by way of this agreement is intended to be directed to the continued operations and maintenance of the Property. The Fairgrounds, in its role as manager of the Property will continue to oversee, direct and manage the day-to-day operations at the Property.

WHEREAS, on the Property there are a number of structures, including a structure that is currently being used to locate telecommunications equipment, more particularly described in Exhibit "A-1", attached hereto and incorporated herein by reference (the "**Site**"); and

WHEREAS, Licensee is not a public agency; and

WHEREAS, Licensee desires to locate and maintain telecommunications equipment (including racks and antennas) more particularly described in **Exhibit "B"**, attached hereto and incorporated herein by reference ("**Equipment**") on a portion of the Site more particularly described in Exhibit "A-2", attached hereto and incorporated herein by reference (the "**Licensed Area**"); and

WHEREAS, County is agreeable to Licensee having non-exclusive use of the Licensed Area upon the terms and conditions contained in this License.

NOW, therefore, it is mutually agreed as follows:

1. GRANT OF LICENSE

The County hereby grants to Licensee a non-assignable, non-exclusive, non-possessory privilege, subject to the terms and provisions of this License, to use the Licensed Area for installation, operation, repair, modification, maintenance and removal of the Equipment to provide for wireless services to be used by Licensee ("**Permitted Uses**"), together with a non-exclusive right to access the Licensed Area and the Site through the Property to and from the nearest public right of way (subject to notice and other requirements of Section 4, below) for performance of the Permitted Uses. No other uses of the Licensed Area, the Site or the Property are permitted by this License.

2. TERM OF AGREEMENT

- a. Initial Term: Unless earlier terminated in accordance with its provisions, this License shall be for a term of ten (10) years, commencing upon the first day of the month following the Effective Date ("**Term**"). Notwithstanding anything to the contrary in this License, either party may terminate this License at will and without cause in accordance with Section 15(b), below.
- b. Renewal; Extensions: Upon the expiration of the Initial Term, this License shall, in accordance with this Subsection 2(b), renew for up to four (4) additional five (5) year term(s), with each five (5) year term being an "**Extension Term**". All terms and conditions of this License shall continue to apply during any Extension Term except that the License fees shall be increased as set forth in Section 3, below. The Initial Term and each Extension Term shall automatically be renewed upon expiration into the subsequent Extension Term unless either party is then in breach of this License, or a party notifies the other party in writing of its intention not to renew this License at least ninety (90) days prior to the expiration of the Initial Term or Extension Term as applicable.

3. LICENSE FEE; PAYMENT

- a. Fee: For the rights granted under this License, Licensee shall pay to County, as base fees, the following annual amount for each year of this License. The base year rate shall begin at \$XXXX,XXX and will escalate annually at a rate of 4%.

	Initial Term	Extension 1	Extension 2	Extension 3	Extension 4
Year 1	\$XX,XXX	\$XX,XXX	\$XX,XXX	\$XX,XXX	\$XX,XXX
Year 2	\$XX,XXX	\$XX,XXX	\$XX,XXX	\$XX,XXX	\$XX,XXX
Year 3	\$XX,XXX	\$XX,XXX	\$XX,XXX	\$XX,XXX	\$XX,XXX
Year 4	\$XX,XXX	\$XX,XXX	\$XX,XXX	\$XX,XXX	\$XX,XXX
Year 5	\$XX,XXX	\$XX,XXX	\$XX,XXX	\$XX,XXX	\$XX,XXX
Year 6	\$XX,XXX				
Year 7	\$XX,XXX				
Year 8	\$XX,XXX				
Year 9	\$XX,XXX				
Year 10	\$XX,XXX				

- b. Payment Terms: The payment required under this section shall be made in equal monthly installments (annual License fee divided by 12) due and payable by Licensee in advance on or before the fifth (5th) day of the applicable month commencing on the Effective Date.
- c. Payment Address: All payments shall be made and transmitted to County at the following address:

Alameda County Fairgrounds Association
Attn: Leasing
4500 Pleasanton Ave.
Pleasanton, CA 94566

4. LIMITATIONS

- a. Access; Prior Notice Required; Authorized Personnel Only. Licensee may access the Licensed Area and the Site for the Permitted Uses, provided that, to maintain security for the Site, only Licensee's service technicians authorized by both Licensee and by the Fairground's Director of Operations shall be granted access to the Licensed Area/Site. Licensee shall obtain written authorization from the Fairgrounds' Director of Operations before accessing the Licensed Area/Site by providing forty-eight (48) hours' prior notice to the Director of Operations (or their designee) either by calling (925) 426 7577 or

by emailing ceastman@alamedacountyfair.com. Licensee's prior notice shall state the purpose of access, the proposed date and time of the required access, the name, telephone number and other contact information of all persons and entities entering the Licensed Area/Site. This is mandated as there is an active security alarm at the Site. Licensee shall reimburse County's actual costs associated with resetting a triggered alarm resulting from Licensee's unauthorized access to the Site.

- b. County Reserved Rights. County retains all rights of ownership of the Property, including without limitation the right of County or County's agents to enter upon the Site, including the Licensed Area, at any time without advanced notice and in such a manner as shall be reasonably required by County in County's sole discretion, including but not limited to: (i) to inspect the Site or Licensed Area, (ii) to show the Site or the Licensed Area to prospective licensees, lessees, lenders or purchasers, (iii) to alter, maintain or repair the Site or the Licensed Area or any other portion thereof, (iv) to alter, maintain, repair, replace or relocate conduit, wire or equipment anywhere on the Property serving other portions of the Licensed Area, (v) to perform any obligation of Licensee after Licensee's failure to perform same, provided notice of such failure and opportunity to cure in accordance with the terms and conditions contained in this License have first been provided to Licensee or (vi) upon default by Licensee under this License.
- c. License Not Exclusive; Other Licensees. County hereby reserves the right to grant, renew or extend similar licenses to others. County agrees to require other licensees of the Site or Licensed Area to agree not to cause interference with Licensee's Equipment or to Licensee's wireless signal transmission or reception from and to the Licensed Area. If another licensee interferes with the enjoyment by Licensee of the privileges granted under this License, Licensee shall have the right to take appropriate action against such interfering party or to terminate this License upon thirty (30) days written notice to County. The County shall not be liable for any expense or damage which Licensee may suffer as a result of such interference and premature termination of this License.

- d. Emergency Access. In the event of an emergency, service technicians previously authorized by Licensee and by the Fairgrounds may access the Site without advance approval, provided that Licensee notifies the Fairgrounds immediately upon knowledge of the emergency and need to access the Site and follow up with confirmation of such access within twenty-four (24) hours following access.
- e. Permits; Operations: Licensee shall obtain all necessary permits for the Permitted Uses of the Licensed Area and use and installation of all Equipment, new and current. Licensee shall operate all Equipment on the Site in accordance with all applicable federal, state or local laws, ordinances or regulations ("**Laws**"), including without limitation Federal Communications Commission ("**FCC**") requirements.
- f. Alterations: Licensee shall not alter or permit others to alter the Property or the Site in any way not identified in this License without prior written approval from County in its sole discretion. Licensee shall promptly remove any unapproved alterations made by Licensee and return the altered portion of the Property or Site to its original condition prior to the alteration. Notwithstanding the foregoing, alteration of Equipment installed pursuant to this License is subject to Section 6.
- g. Interference with County Use: In no event shall the exercise of this License interfere in any way with the use and operation of the County's or County's licensees' facilities and equipment located on the Site or the Property, as further discussed in Section 9, below.
- h. Condition of Site and Access; Waiver of Claims: Licensee acknowledges that it is licensing the Licensed Area, and obtaining access rights to and from the Licensed Area through the Site and the Property from the nearest public right of way, on an "as-is" basis as to all. County makes no representations as to the Property, the Site, or the Licensed Area (including availability and quality of utilities) except as otherwise provided herein. Licensee warrants that it has had the opportunity to inspect the condition of the Property, Site and Licensed Area for suitability for Licensee's intended use.

County is not obligated to construct or maintain access to the Site and does not guarantee access over private property to the Site. County has no obligation to maintain or repair the Property or the Site, however, County will make a good faith effort, resources and appropriations permitting, to ensure that neither will fall below its condition existing as of the Effective Date as it pertains to Licensee's Permitted Uses under this License. When performing any maintenance of the Property, County shall make a good faith effort to do so in a manner that will not interfere with Licensee's Permitted Uses of the Licensed Area.

Licensee waives and releases County from all claims by Licensee or Licensee's invitees related to the condition of the Property, Site or Licensed Area interfering with Licensee's intended uses thereof, and for any damage to property, any bodily injury or death to persons or any incidental, special or consequential damages resulting or arising from Licensee's use of the Property, Site or Licensed Area, or theft, burglary or other criminal activity occurring thereon. Licensee shall be solely responsible for any damage to property or any bodily injury or death to persons resulting or arising from Licensee's or its invitees' use of the Property, Site or Licensed Area.

In connection with the foregoing waiver and releases, Licensee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Licensee acknowledges that the waiver and release contained in this License includes all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Licensee acknowledges that it has agreed to this License with full knowledge of this waiver and the effect of this waiver, and, being fully aware of the consequences, Licensee intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in

effect. The releases contained in this License will survive any termination of this License.

Licensee's Initials _____

- i. Asbestos: Licensee shall notify County in writing within five (5) business days prior to start of testing, when testing for asbestos or doing construction requires asbestos abatement.
- j. Damage: Licensee shall be solely responsible for any damage to the Property or the Site due to Licensee's Equipment and its access or use thereof. Licensee shall, in a timely manner, correct any damage and effect repairs.

5. POWER; UTILITIES

- a. Utility Access: County makes no representation as to the availability of utilities for Licensee's intended uses. Within one (1) year of the Effective Date, Licensee shall, at Licensee's sole cost, install utility service for electricity and/or fiber optic to serve Licensee's Equipment, subject to all requirements of this License, including without limitation Section 4(e).
- b. Reimbursement: On the same date as the base fee payable under Section 3, Licensee shall reimburse County \$500.00 per month ("**Utility Fee**") for Licensee's use of utility services, including power used for the installation, operation, use, maintenance, repair or removal of Equipment or other Permitted Uses until Licensee's separate utility services are operational.
- c. No Back-Up Power: County is under no obligation to provide or arrange for any emergency or backup power for Licensee and its Equipment.
- d. No County Responsibility: County assumes no liability and is not responsible for any costs or damages related to Licensee's utility access under this License, including without limitation those that may occur as the result of a power surge or a power outage, whether or not it was within the control of the County.

6. EQUIPMENT INSTALLATION AND OPERATION

- a. Written Approval: No structures or equipment may be installed or altered in or outside the Licensed Area, including, without limitation, cable runs, antennas, utility, electrical or metering equipment, without the prior written approval of Alameda County General Services Agency Real Property Management (GSA-RPM) or its designee.
 - i. Such approval does not replace the need or requirement for any permits, including conditional use permits, and such approval is not a determination or representation on the whether the Equipment meets any legal, technical or other requirements.
 - ii. Licensee shall not commence construction or installation until the County has approved Licensee's specifications and plans ("**Plans**") for the Equipment and any utilities at the Licensed Area and Site.
 - iii. Following receipt of the County's written approval of the Plans, Licensee will provide the County with five (5) business days advance written notice before commencing any construction or installation.
- b. Compliance: All of the Equipment to be installed and maintained on the Licensed Area shall be installed at Licensee's sole cost and expense, in good and workmanlike manner by a licensed contractor, as applicable, and in accordance with appropriate electrical, mechanical and structural plans and specifications and applicable Laws.
- c. Licensing: Licensee shall provide County with proof of a valid FCC license for all Licensee operations at the site within 30 days of the Effective Date.
- d. Frequency: Licensee shall not operate the Equipment at any frequency which has not been approved by both County's Information Technology Department and GSA-RPM, which approval shall not be unreasonably withheld or delayed, but in no event shall Licensee be prohibited from operating its licensed FCC frequencies. Notwithstanding the foregoing, County acknowledges that Licensee intends to operate within the Licensed Area on the Department of Commerce National Telecommunications Information Agency-approved frequency range.

- e. Cable: Licensee shall mark cabling every twenty (20) feet with identifying markings and identify the antenna with similar markings.
- f. Replacements or Upgrades: Without change to footprint or frequencies, Licensee may replace, modify, or upgrade the Equipment with advance notice to the County in the same manner as provided for in Section 6(a) above. Licensee shall provide a then-current list of Equipment which will be automatically incorporated into this License once provided to County. Licensee must adhere to all terms of this License including notification to County and equipment limitations for such replacements or upgrades. Any increase or anticipated increase in the usage of power or change in frequencies related to changes in structure or equipment shall be specifically provided to County in writing.
- g. Equipment Description: Licensee's equipment installation shall be limited to those specific devices and locations listed in Exhibit "B" attached hereto, unless modified in accordance with this Section 6, in which case such modifications will be incorporated into Exhibit "B" by reference.
- h. Indemnification: Licensee specifically agrees to fully indemnify County for any and all costs and damages that may be incurred by County related to the Equipment, including installation, maintenance, and removal, excepting the County's own sole negligence or willful misconduct.

7. MAINTENANCE AND REPAIR

- a. Licensee Responsibility: Licensee shall keep the Licensed Area and Equipment in a neat, clean and orderly condition at all times during the term of this License. Licensee, at Licensee's sole cost and expense, shall be responsible for all repairs and maintenance to the Licensed Area, or anywhere on the Property, necessitated by the installation and operation of the Equipment or other Permitted Uses under this License. Licensee shall also promptly repair any damage to the Property, including the Site and Licensed Area, caused by Licensee, its agents or contractors. All maintenance required under this Section 7 shall be performed promptly and with due diligence and subject to all applicable Laws.

- b. County Right to Perform: In addition to other remedies available to County under this License, if Licensee fails to commence and diligently perform to completion any maintenance or repair obligation hereunder, then no more than ten (10) days after the date County's notice thereof provided under Section 21, County may perform or cause to be performed such maintenance or repair. Licensee shall reimburse County within fifteen (15) business days after receipt of an invoice from County for the cost of such maintenance or repairs plus an amount equal to Twenty Percent (20%) of such costs in order to reimburse County for administration and overhead.

8. MARKING AND LIGHTING REQUIREMENTS; SIGNAGE

- a. FAA and FCC Requirements: Licensee shall be responsible for compliance with all marking and lighting requirements for the Equipment, including any upgrades or additional markings or lighting that may be needed due to the Equipment and use of the Site as required by the Federal Aviation Administration ("**FAA**") and the FCC.
 - i. Marking and lighting compliance shall include Licensee being responsible for compliance with all marking and lighting requirements for the Equipment.
 - ii. Licensee shall inform County in writing of the FAA and the FCC requirements for the Site.
 - iii. Marking and lighting plans must be submitted to the County for approval, and Licensee shall not complete marking or lighting without written authorization from the County.
 - iv. County's approval of the proposed marking or lighting is for County's purposes only and shall not in any way be considered indicative of compliance with FAA or FCC requirements or any other local, state or federal requirement, rule or regulation.
 - v. All marking and lighting shall be completed by Licensee at its sole cost and expense.

- b. No Signage: Licensee shall not post any sign or place any markings on the Property, including on the Licensed Area, without the written permission of County, except for any signage required by applicable Laws.
- c. Noncompliance: If Licensee is cited because the Equipment, lighting or signage is not in compliance with any applicable Laws, and, should Licensee fail to cure the conditions of noncompliance within thirty (30) business days of Licensee's receipt of such notice of non-compliance or citation, County may either terminate this License or proceed to cure the conditions of noncompliance at Licensee's expense.

9. INTERFERENCE WITH COUNTY'S OPERATIONS

Licensee and Licensee's Permitted Uses shall not cause interference with County's public safety transmissions, sheriff and fire communications or County's internal or external communications, or with the equipment of others using the Site (including County's licensees' wireless or radio signal transmission or reception from and to the Site), or the County's or Fairgrounds' use and operations of the Property. Licensee shall operate the Equipment in such a manner that all communications sent or received by the Equipment shall be in accordance with FCC rules and regulations and pursuant to Licensee's FCC issued and regulated frequency licenses. If County determines, in its sole discretion, that any of Licensee's activities under this License detrimentally affect or interfere with County's public safety transmissions, sheriff and fire communications or County's internal or external communications, or County's, County's licensees' or Fairgrounds' use or operations (including transmissions and communications), County may direct Licensee to alter its activities or take such other action as County reasonably deems necessary to eliminate said interference. Except in cases of emergency, Licensee shall have a reasonable amount of time within which to comply with County's directive. The determination of a reasonable amount of time shall be in County's sole discretion, provided that such reasonable time period shall not be less than forty-eight (48) hours. Any costs incurred by Licensee in eliminating said interference shall be Licensee's sole responsibility. Notwithstanding anything in this License to the contrary, violation of the prohibition on interference contained in

this Section 9 and subsequent failure to commence and diligently complete cure of a violation, shall be grounds for the immediate termination of this License by County.

10. DESTRUCTION OR CONDEMNATION

If the Licensed Area is materially damaged, destroyed or condemned by no fault of Licensee, Licensee may elect to terminate this License as of the date of the material damage, destruction or condemnation by giving notice to County no more than forty-five (45) days following the date of such material damage, destruction or condemnation.

If the Licensed Area is materially damaged, destroyed or condemned by no fault of County, County may elect to terminate this License as of the date of the material damage, destruction or condemnation by giving thirty days (30) written notice to Licensee after the date of such material damage, destruction or condemnation.

11. TRANSFERS BY COUNTY

County shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder and in the Licensed Area referred to herein. In such event and upon such transfer County shall be released from any further obligations hereunder, and the successor in interest of County shall be required to perform such obligations.

12. ACKNOWLEDGEMENT OF TITLE

It is understood and agreed that Licensee, by the acceptance of this License and by the use or occupancy of said Licensed Area, has not acquired and will not acquire hereafter any rights or interest in or to the Property, Site or Licensed Area, and that Licensee may use the Property, Site and Licensed Area only as herein provided, nor does Licensee have, nor will it obtain, any right or claim to the continued use of the Property, Site or Licensed Area beyond that specifically given in this License.

13. RELOCATION ASSISTANCE

For any reason, if the County requires relocation of the Equipment or facilities at the Site, Licensee shall relocate the Equipment and facilities at no cost to County. This License is of a personal and temporary nature, and no relocation payment or advisory assistance will be sought by Licensee or provided in any form by County as a consequence of this License.

14. INDEMNIFICATION

To the fullest extent permitted by law Licensee agrees to defend, indemnify and hold harmless the County of Alameda, its Board of Supervisors, officers, employees and agents from and against any and all claims, losses, damages liabilities and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from or in any way connected with Licensee's actions or the actions of Licensee's employees, agents, contractors or invitees (collectively "**Licensee's Parties**") pursuant to this License or any breach of any representation hereunder, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereof (collectively "**Liabilities**") except where such Liabilities are caused by the sole negligence or willful misconduct of any indemnitee identified above. The County may participate in the defense of any such claim without relieving Licensee of any obligation hereunder.

Licensee assumes liability for claims and/or liability of personal and property damages arising out of the acts, omissions, or negligence of Licensee or Licensee's Parties: (1) in the operation and maintenance of the Equipment; and (2) of the failure of the Licensee or Licensee's Parties to observe and abide by any of the terms or conditions of this License.

15. TERMINATION OF LICENSE

- a. Default by Licensee: In the event of the following defaults by Licensee, County shall have the right to immediately terminate this License and all rights of Licensee hereunder by giving written notice of no less than ten (10) days to Licensee of such election by County.

- i. Any failure by Licensee to pay, within fifteen (15) days following written notice of nonpayment by County, License fees or to make any other payment required under this License.
 - ii. Except failures to address interference, which shall be considered a default if such failures are not eliminated in the time period specified by County under Section 9, any other failure by Licensee to observe and perform any other provision of this License to be observed and performed by Licensee, where such failure continues for thirty (30) days after written notice by County. No such other failure, however, will be deemed to exist if Licensee has commenced to cure such default within such period and provided that such efforts are diligently prosecuted to completion.
- b. Parties' Right to Terminate: Notwithstanding anything to the contrary contained in this License, either party may terminate this License in its sole discretion without cause and without penalty upon not less than one hundred eighty (180) days prior written notice to the non-terminating party.
- c. Removal of Equipment: Licensee shall remove all of its Equipment, materials and debris from the Licensed Area, the Site and the Property at or prior to the termination date of this License, whether it is terminated by expiration of the Initial Term or any Extension Term or any provision in this License. Licensee shall leave the Licensed Area and Site in good, clean condition. Any of Licensee's Equipment, materials or debris remaining on the Property after the termination date without written permission of the County may be disposed of by the County without further notice. The County shall have no obligation to store Licensee's Equipment, materials or debris after the date of termination, but if the County elects to do so and Licensee seeks their recovery, Licensee shall be obligated to pay the County's reasonable cost of storage and removal as a condition of their recovery.

16. INSURANCE

Licensee shall, at its sole cost and expense, procure and maintain during the entire term of this License policies of insurance in accordance with the requirements

identified in Exhibit "C", attached hereto and incorporated herein by reference. Proof of insurance shall be submitted to the County prior to execution of this License and Licensee shall provide annual certificates to County's Leased Property Manager or their designee.

17. HAZARDOUS MATERIALS

"Hazardous Materials" are those substances listed in the Comprehensive Environmental Response, Compensation and Liability Act, 42, U.S.C. Section 9601, et seq. (**"CERCLA"**) and the California Hazardous Waste Control Act, Health and Safety Code Section 25100, et seq., or those which meet the toxic, reactivity, corrosively or flammability criteria of the above regulations, as well as any other substance which poses a hazard to human health or to the environment.

Except as otherwise permitted or addressed in this License, Licensee shall not use, create, store or allow any such substances on the Licensed Area in violation of any Environmental Law as that term is hereinafter defined. In no case shall Licensee cause or allow the deposit or disposal of any substance on the Licensed Area.

18. ENVIRONMENTAL LAW

"Environmental Law" means any and all federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

19. ENVIRONMENTAL HEALTH

- a. Licensee shall, at Licensee's sole cost, take all measures necessary to ensure that the Equipment strictly complies with all obligations to which Licensee is bound in connection with such Equipment, including, without limitation,

regulations of the FCC, the Environmental Protection Agency (“**EPA**”), and the Occupational Safety and Health Administration (“**OSHA**”), applicable to the emission of radiation from active transmission equipment or similar facilities. Licensee shall, at Licensee’s sole cost, be responsible for all postings, signage and warnings to which Licensee is bound in connection with the Equipment, including, without limitation, regulations of the FCC, EPA and OSHA, applicable to the emission of radiation from active transmission equipment or similar facilities. Licensee shall obtain approval from County prior to posting such signage and warnings on the Property.

- b. As of the Effective Date of the License: (1) Licensee hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Materials in, on, under, upon or affecting the Site or the Property in violation of any Environmental Law, and (2) County hereby represents and warrants, with no duty or obligation to investigate that (i) it has no knowledge of the presence of any Hazardous Materials located in, on under, upon or affecting the Site in violation of any Environmental Law; (ii) no notice has been received by or on behalf of County from, and County has no knowledge that notice has been given to any predecessor owner or operator of the Site by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage in, on, under, upon or affecting the Site; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Site in violation of any Environmental Law. For the purposes of this section, knowledge of the County shall mean knowledge of the Director of the County’s General Services Agency.

20. TAXES

Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied directly attributable to the installation and operation of the Equipment. Any such taxes shall be the sole responsibility of Licensee.

21. NOTICE

Any demand or notice which either party shall be required, or may desire, to make upon or give to the other shall be sufficiently given if in writing and delivered personally upon the other or sent by prepaid First Class US Mail address, or by a nationally recognized overnight courier, to the respective parties as follows:

COUNTY: County of Alameda
General Services Agency
Real Property Management
ATTN: Real Property Manager
1401 Lakeside Drive, 10th Floor
Oakland, California 94612-4305

LICENSEE:

_____.com

FAIRGROUNDS: Alameda County Fairgrounds Association
ATTN: Leasing
4500 Pleasanton Ave.
Pleasanton, CA 94566

22. TITLE TO LICENSEE'S EQUIPMENT

Title to the Equipment placed on the Site by Licensee shall be held by Licensee. All of the Equipment shall remain the property of Licensee and are not fixtures. Licensee has the right to remove all of the Equipment at its sole expense on or before the expiration or termination of this License.

23. GENERAL PROVISIONS

- a. Choice of Law: This License shall be governed by the laws of the State of California.
- b. Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this License shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed

a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

- c. Entire Agreement; Amendment: This License, including all attachments, exhibits, and any other documents specifically incorporated into this License, shall constitute the entire agreement between County and Licensee relating to the subject matter of this License. This License supersedes all previous understandings, offers, negotiations and agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The License may not be modified except by a written document signed by both parties.
- d. Headings: Headings herein are for convenience of reference only and shall in no way affect interpretation of the License.
- e. Advertising or Publicity: Licensee shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
- f. Survival: The obligations of this License, which by their nature would continue beyond the termination on expiration of the License, including without limitation, the obligations regarding indemnification, shall survive termination or expiration.
- g. Severability: If a court of competent jurisdiction holds any provision of this License to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this License would be defeated by the loss of the illegal, unenforceable, or invalid provision.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the Effective Date and COUNTY has hereunto caused its corporate name to be signed by its President of the Board of Supervisors who hereunto duly authorize the day and year first above written.

By: _____

By: _____

President, Board of Supervisors
County of Alameda, a political subdivision
of the State of California

DATE: _____

Approved as to Form:

Andrea L. Weddle,
Interim County Counsel

By: _____

Aaron Foxworthy
Deputy County Counsel

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on _____ and that a copy has been delivered to the President as provided by Government Code Section 25103.

Date: _____

By: _____

Clerk of the Board
County of Alameda, State of California

EXHIBIT A-1
SITE
ALAMEDA COUNTY FAIRGROUNDS
[APN: 946-3485-001-07]

For Assessment Use Only

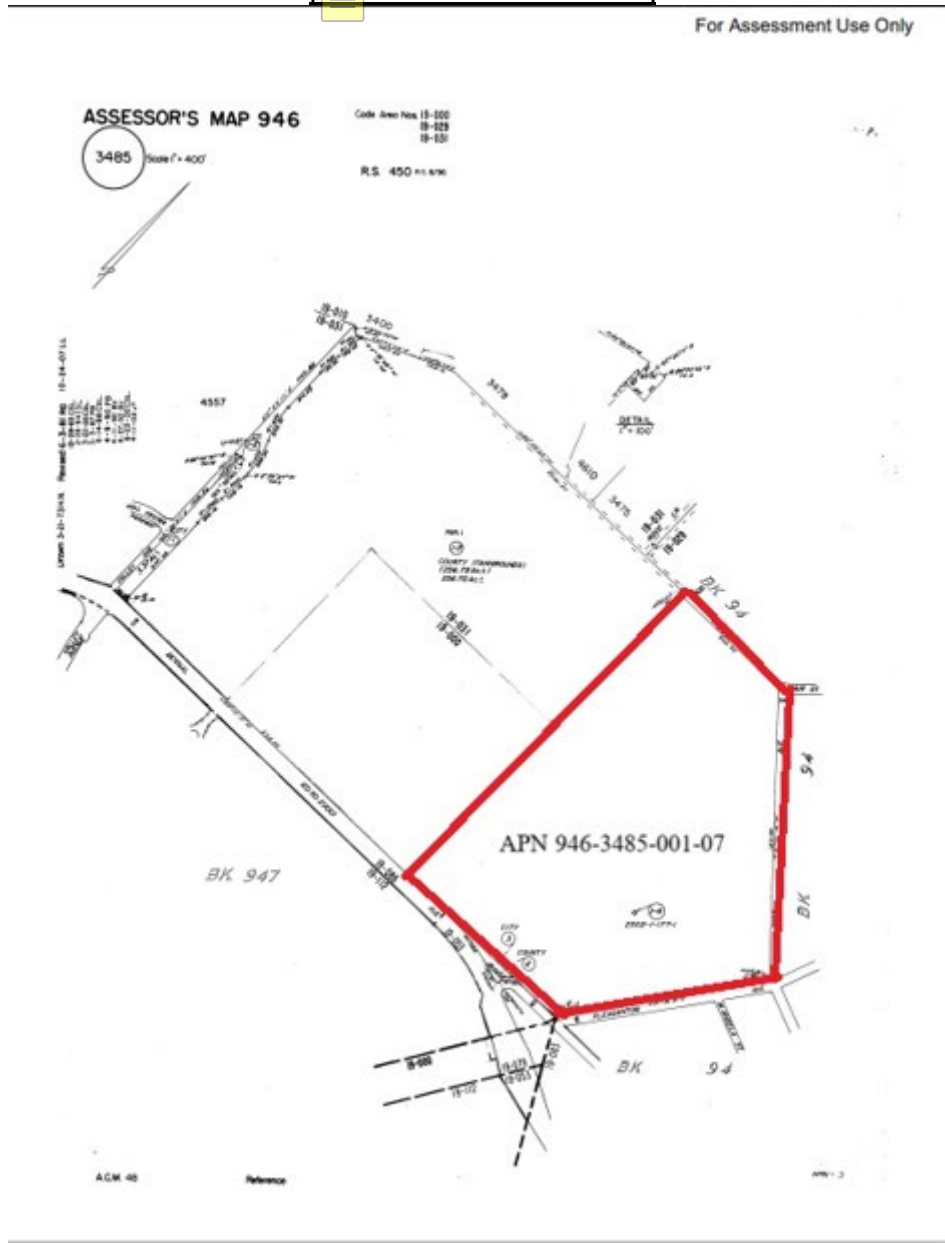


EXHIBIT A-2
LICENSED AREA

EXHIBIT B
(EQUIPMENT)
(example)

Ground equipment:

1. Quantity 1, Ericsson 6160 radio cabinet
2. Quantity 1, Ericsson 6131 radio cabinet
3. Quantity 1, Ericsson B160 battery cabinet
4. Quantity 1, FTP Box with telco cabinet
5. Quantity 1, Ciena box
6. Quantity 1, 200-amp PPC with generator plug
7. Quantity 4, hybrid cables (connecting ground equipment to antennas)

Rooftop equipment:

Antenna types/Dimensions:

1. Quantity 3, Ericsson AIR32 B4A antennas / 59.3" x 12.9" x 8.7"
2. Quantity 3, Ericsson AIR6449 B41 antennas / 33.1" x 20.6" x 8.6"
3. Quantity 3, APXVAARR24_43-U-NA20 / 95.9" x 24.0" x 8.5"
4. Quantity 3, Ericsson 4449 remote radio unit / 17.9" x 13.2" x 10.7"
5. Quantity 3, Ericsson 4424 remote radio unit / 17.1" x 14.4" x 11.3"

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Licensee, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the Licensee maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease

D**Endorsements and Conditions:**

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed on behalf of the Grantee General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Licensee must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Licensee's insurance by County shall not relieve or decrease the liability of Licensee hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Licensee. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
5. **JOINT VENTURES:** If Licensee is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
 - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".

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| | <p>6. CANCELLATION OF INSURANCE: Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.</p> <p>7. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Licensee shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. The County reserves the right to require the Licensee to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.</p> |
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