



ALAMEDA COUNTY SHERIFF'S OFFICE

YESENIA SANCHEZ
SHERIFF-CORONER

AGENDA _____ October 27, 2026

September 24, 2026

Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

SUBJECT: APPROVE A TEN-YEAR LICENSING AGREEMENT BETWEEN THE ALAMEDA COUNTY FIRE DEPARTMENT AND THE COUNTY OF ALAMEDA (SHERIFF'S OFFICE) FOR USE OF THE STATION 23 ROOFTOP TO INSTALL AND OPERATE TWO FIXED DRONE DOCKING STATIONS FOR THE DRONE AS FIRST RESPONDER PROGRAM

Dear Board Members:

RECOMMENDATION:

Approve a ten-year licensing agreement between the Alameda County Fire Department and the County of Alameda, for the Alameda County Sheriff's Office, for use of Station 23 rooftop to install and operate two fixed docking stations that will house, launch, and deploy drones as part of the Sheriff's Office Drone as First Responder (DFR) Program, for an initial term of ten years effective 11/1/26 to 10/31/36, at no cost.

DISCUSSION/SUMMARY:

On July 8, 2025, your Board approved an agreement (Item No. 78) for the AeroDome Drone as First Responder (DFR) system. On June 30, 2026, your Board subsequently approved a contract (Item No. 79) for a suite of integrated public safety technologies that includes DFR services through December 31, 2027.

DFR is integrated into the Real Time Information Center (RTIC) at the Eden Township Substation (ETS) and is designed to rapidly respond to calls for service by providing real-time aerial information to first responders before they arrive on scene. This capability enhances situational awareness, improves response times, and provides deputies with information that can support safer and more effective responses. Two DFR docking stations are currently installed at ETS and have been operational for several months.

The approved contract provides for the installation of a total of six DFR stations. The western unincorporated area encompasses approximately 6.2 square miles, while the existing ETS launch locations provide DFR coverage of approximately 3.0 square miles. Their current flight range can delay or limit DFR response to Sector 1 and 2, including the southern portion of the ETS jurisdiction. ACSO evaluated potential locations for an additional two docking stations and identified Fire Station #23 as a location that would expand coverage and improve DFR response times within this area.

ACSO and the Alameda County Fire Department (ACFD) have developed a License Agreement for the use of Fire Station #23 as a DFR launch location. The agreement authorizes ACSO to install two DFR docking stations and related equipment that will provide faster response and expanded aerial coverage

to Cherryland, Ashland, San Lorenzo, and the unincorporated areas of Hayward. The agreement also establishes requirements for site access, permitting and documentation, ACFD approval prior to installation, and the term, renewal, and termination provisions governing ACSO's use of the site; and has been reviewed and approved as to form by the Office of County Counsel. ACSO and ACFD seek your Boards' approval of the License Agreement, as further described in the attached agreement.

The initial term of this agreement is for ten years with an option of two (2) additional five (5) year term(s), with each five-year term being a "Renewal Term", at no cost. The agreement authorizes Fire Station #23 as a DFR launch location but does not commit ACSO to a particular equipment vendor. Any future equipment changes requiring modifications to the approved installation would remain subject to applicable building permits and ACFD review and approval as outlined in the License Agreement. Co-locating public safety infrastructure at Fire Station #23 also allows ACSO and ACFD to leverage existing County facilities to support coordinated emergency response capabilities.

DFR is a core component of ACSO's RTIC operations and supports a coordinated approach to emergency response and public safety. Expanding the network of launch locations will increase the geographic area in which DFR can provide timely situational awareness, supporting deputies responding to calls for service and strengthening ACSO's ability to coordinate with public safety partners across jurisdictions.

SELECTION CRITERIA/PROCESS:

N/A

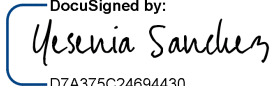
FINANCING:

There is no cost associated with this agreement. No additional appropriations are required, and there will be no increase in net County cost as a result of your approval.

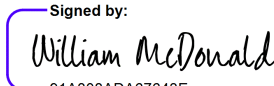
VISION 2036 GOAL:

The agreement between the ACFD and ACSO for the use of Station 23 rooftop supports the implementation of the DFR Program and meets the 10x goal pathways of **Accessible Infrastructure** and **Crime Free County** in support of our shared vision of **Safe and Livable Communities**.

Respectfully submitted,

DocuSigned by:

D7A375C24694430...
Yesenia Sanchez
Sheriff-Coroner

YS:SB:sb

Signed by:

91A808ADA67643E
William McDonald
Fire Chief

**LICENSE AGREEMENT
BETWEEN THE ALAMEDA COUNTY FIRE DEPARTMENT
AND THE COUNTY OF ALAMEDA (SHERIFF'S OFFICE)
STATION 23 ROOFTOP**

THIS LICENSE AGREEMENT (“**License**”) is made and entered into this day of
, 2026, (“**Effective Date**”) by and between the Alameda County Fire Department, a dependent
fire protection district, (“**Licenser**” or “**ACFD**”) and the County of Alameda, by and through the
Alameda County Sheriff’s Office, hereinafter (“**Licensee**”).

W I T N E S S E T H:

WHEREAS, ACFD owns certain real property (APN: 429-5-22-2 and 429-5-23-2) referred to
as Station 23 (the “**Property**”); and

WHEREAS, the Property’s rooftop (the “**Site**,” as more particularly described in Exhibit “A”)
has been determined to be a desirable location for deploying a drone as part of Licensee’s first
responder drone program, through which Licensee’s sheriff deputies deploy drones to enhance
rapid response to emergencies, including fires and calls for emergency medical services, and is
the subject of this License; and

WHEREAS, Licensee is a public agency that will use this License for its public purpose; and

WHEREAS, Licensee currently owns equipment to deploy a drone as first responder system,
more particularly described in Exhibit “B”, attached hereto and incorporated herein by reference
(“**Equipment**”); and

WHEREAS, Licensee’s use of the Site is in the public interest, because it supports Licensee’s
program to support first responders and enhance public safety, and this License will not
substantially conflict or interfere with the ACFD’s use of the Property; and

WHEREAS, ACFD is agreeable to entering into an agreement with Licensee for Licensee’s use
of the Site as described above, and is agreeable to waiving license fees for the Site for so long as
Licensee uses the Equipment for a first responder drone program, and upon such other the terms
and conditions contained in this License.

NOW, therefore, for and in consideration of the covenants and conditions set forth herein, it is mutually agreed as follows:

1. LICENSE

Subject to and in accordance with all terms and provisions of this License, ACFD grants to Licensee a non-exclusive license to use the Site for installation, maintenance, and operation of Equipment for Licensee's first responder drone program, together with the right to access the Site to perform Licensee's rights and obligations under this License (as further conditioned or limited herein, the "**Uses**").

2. TERM OF AGREEMENT

- a. Initial Term: This License shall be for a term of ten (10) years, commencing upon the first day of the month following the date the ACFD Board of Directors has approved this License ("Initial Term").
- b. Renewal Terms: Upon the expiration of the Initial Term, and provided the Licensee is not then in breach of any of its obligations thereunder, this License shall renew for up to two (2) additional five (5) year term(s), with each five (5) year term being a "**Renewal Term**." Each Renewal Term shall be upon the same terms and conditions as the Initial Term. The Initial Term and first Renewal Term shall automatically be renewed into the subsequent Renewal Term unless either 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 first Renewal Term, as applicable.
- c. Termination for Convenience: Notwithstanding the foregoing Subsections a & b, ACFD and Licensee shall each have the right to terminate this License without cause at any time upon not less than ninety (90) days' prior written notice to the other party.

3. LICENSE FEE; PAYMENT

The Licenser hereby waives entitlement to a license fee for so long as the Licensee utilizes the Equipment for the first responder drone program. If Licensee ceases to use the Equipment for this public purpose, then the License shall either terminate, or Licenser

shall, in its sole discretion, have the option to demand, with thirty (30) days' written notice to Licensee from Licensor, that Licensee thereafter shall pay, on a prospective basis, a mutually-agreeable license fee based on fair market value for the use of the Site on the anniversary of the Effective Date for each year of the term of this License (and shall pay, in arrears, the prorated amount due for the applicable portion of the previous of the term year together with the first license fee payment due in accordance with the foregoing).

4. LIMITATIONS

- a. Permits: Licensee shall obtain all required or necessary permits for the use of the Site and use and installation of all Equipment. Licensee shall operate all equipment on the Site in accordance with all applicable laws and regulations.
- b. Alterations: Licensee shall not alter the Site in any way (including the installation of the Equipment) without prior written approval from ACFD. Licensee shall supply ACFD with structural drawings, plans, and/or specifications that indicate any alterations to the Site before making such alterations. Written approval by ACFD must be received before proceeding with any alterations. Licensee must provide ACFD with five (5) business days' advance written notice before commencing any alteration.
- c. Interference with ACFD, ACFD Licensees' Use: In the exercise of this License, Licensee shall not interfere in any way with the use and operation of the ACFD's facilities and equipment, or the facilities and/or equipment of any licensee of the ACFD, located on the Property. Licensee shall take corrective action immediately upon actual or constructive notice that Licensee is interfering in any way with any ACFD facility or equipment or the facilities and/or equipment of any licensee of the ACFD.
- e. Condition of Site: The Site is licensed on an "as-is" basis. ACFD has no obligation for maintenance or repair of the Property (including the Site). ACFD makes no representations as to the Property, including the Site. When performing any maintenance of the Property, ACFD shall make a good faith effort to do so in a manner that will not materially interfere with Licensee's use of the Site. ACFD is not obligated to construct or maintain access to the Property or Site and does not guarantee access over private property to the Property

5. POWER; UTILITIES

- a. Availability; Provision: ACFD makes no representation as to the availability of utilities for Licensee's Uses. Licensee, at its sole cost and expense, shall be responsible for connection and maintaining service of any utilities necessary to the Uses. Licensee shall obtain ACFD's prior written approval before any such connection to any utilities. ACFD is under no obligation to provide or arrange for any emergency or backup power for Licensee and its equipment.
- b. No ACFD Responsibility: ACFD is not responsible for any costs or damages related to power, including 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 ACFD.

6. EQUIPMENT INSTALLATION AND OPERATION

- a. Equipment Description: At the commencement of this License, Licensee's equipment installation shall be limited to the Equipment listed in Exhibit "B." Additional equipment shall not be installed without compliance with this Section.
- b. Compliance: Licensee shall ensure that all Equipment is installed, maintained, and operated at Licensee's sole cost and expense, in good and workmanlike manner, and in accordance with all applicable laws, regulations, and policies as well as any approved electrical, mechanical and structural plans and specifications. This License is for Licensee's use of the Site only and provides ACFD no ownership, possession, access, or control over the Licensee's Equipment or the underlying data captured by or retained by the Equipment or Licensee's system. Licensee shall be solely responsible for compliance with any applicable laws, regulations, or policies pertaining to the Equipment or any related data.
- c. Marking: Licensee shall mark all Equipment as required by ACFD with identifying information. Prior to any installation, Licensee shall submit plans and specifications to ACFD for design review and for approval.
- d. Additional Equipment; Written Approval: No equipment may be installed at the Site that is not specified in this License without the ACFD's prior written approval.

- 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 concerning whether the equipment meets any legal, technical or other requirements.
 - ii. Licensee shall be solely responsible for complying with all other applicable laws and regulations for any equipment installation.
 - iii. Licensee shall not commence installation until the ACFD has approved Licensee's specifications and plans ("**Plans**") for any additional equipment at the Site.
 - iv. Following receipt of the ACFD's written approval of the Plans, Licensee will provide the ACFD with five (5) business days' advance written notice before commencing any construction or installation.
 - v. After completion of installation, Licensee shall provide ACFD with an as-built drawing or description of the additional equipment installed and the location within the Site, which will be incorporated into Exhibit "B," and shall thereafter be included in the definition of "Equipment" for the purposes of this License.
- e. Replacements or Upgrades: Without change to the footprint of the installed Equipment, Licensee may replace or upgrade the Equipment upon receipt of prior written authorization from ACFD. Licensee must adhere to all terms of this License including notification to ACFD and equipment limitations for such replacements or upgrades. Any increase or anticipated increase in the usage of power, load, weight, visual profile, or other relevant features of the proposed replacements or upgrades shall be specifically provided to ACFD in writing.

7. MAINTENANCE AND REPAIR

- a. Licensee Responsibility: Licensee shall keep the Site and Equipment in a neat, clean, safe 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 Site, or anywhere on the Property, resulting from the installation and operation of the Equipment and any modifications or alterations to the Site made to accommodate the Equipment. Licensee shall also promptly

repair any damage to the Property, including the Site, caused by Licensee, its agents, or its contractors.

- b. Prevailing Wage: Licensee must pay any workers performing construction, alteration (including alterations performed under Section 4(b)), demolition, installation, or repair work, including maintenance, (collectively “Covered Work”) in the Property not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Covered Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to perform the Covered Work. Licensee must comply with all provisions of Labor Code section 1770, et seq.
- c. ACFD Performance: In the event that ACFD performs maintenance or repairs to the Site which this License requires Licensee to perform but which Licensee fails to perform, and Licensee has received written notice from ACFD clearly identifying such required maintenance or repairs, and Licensee has had a reasonable period and opportunity to cure, Licensee shall reimburse the ACFD within sixty (60) days of receipt of an invoice from ACFD for the cost of such maintenance or repairs plus an amount equal to ten percent (10%) of such costs in order to reimburse ACFD for administration and overhead.

8. ACFD PERFORMANCE

The parties may mutually determine in writing a joint preference for ACFD to contract for performance of any specific improvements or work at the Site for the Licensee. Upon such mutual determination, ACFD may perform such improvements or work, but the Licensee shall reimburse the ACFD within sixty (60) days of receipt of an invoice from ACFD for the costs of such improvements or work, plus an amount equal to ten percent

(10%) of such costs in order to reimburse ACFD for contract administration and overhead. Nothing in the foregoing alters any other provision of the License.

9. ALTERATIONS

Licensee shall not make or permit any other person to make alterations to the Property outside of the scope of this License.

10. NON-INTERFERENCE WITH ACFD'S OPERATIONS; COMPLIANCE WITH THE LAW

Licensee shall ensure that use of the Equipment does not interfere with the ACFD's operations. Licensee shall operate the Equipment in accordance with all relevant laws, including regulations set by the Federal Aviation Administration ("FAA"), the Environmental Protection Agency ("EPA"), and the Occupational Safety and Health Administration ("OSHA"). Licensee shall, at Licensee's sole cost, be responsible for all applicable postings, signage and warnings. Licensee shall obtain approval from ACFD prior to posting such signage and warnings on the Property. If ACFD determines, in its sole discretion, that any of Licensee's activities under this License detrimentally affect or interfere with ACFD's operations, ACFD may direct Licensee to alter its activities or take such other action as ACFD deems necessary to eliminate said interference. Except in cases of emergency, Licensee shall have a reasonable amount of time within which to comply with ACFD's directive, but the determination of a reasonable amount of time shall be in ACFD's sole discretion. Any costs incurred by Licensee in eliminating said interference shall be Licensee's sole responsibility. Notwithstanding the provisions above, violation of the provisions of this Section 10 shall be grounds for the immediate termination of this License by ACFD.

11. ACCESS BY LICENSEE

- a. Advanced Written Authorization: Whenever Licensee finds it necessary to access the Site, Licensee shall work cooperatively with ACFD to prevent access from disrupting ACFD operations. Except in cases of emergency, Licensee's access to the Site must occur between the hours of 8:00am and 8:00pm.

- b. Emergency: In the event emergency access is needed, and ACFD is not available or notice is not reasonably practicable, Licensee may immediately access the Site, but shall notify ACFD within 24 hours of the time emergency access was made to the Site and the nature of the emergency.

12. ACCESS BY ACFD

ACFD reserves the right for ACFD and ACFD's agents to enter the Site at any time, without advanced notice to Licensee, and for any reason including but not limited to: (i) to inspect the Site, (ii) to show the Site to prospective licensees, lessees, lenders or purchasers, (iii) to alter, maintain or repair the Site or any other portion of the Property, (iv) 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 (v) upon default by Licensee under this License.

13. DESTRUCTION OR CONDEMNATION

If the Site is materially damaged, destroyed or condemned by no fault of the Licensee, Licensee may elect to immediately terminate this License as of the date of the material damage, destruction or condemnation by giving notice to ACFD no more than thirty (30) days following the date of such material damage, destruction or condemnation.

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

14. LICENSE NOT EXCLUSIVE

ACFD hereby reserves the right to grant, renew, or extend similar licenses to others. Notwithstanding the foregoing, ACFD shall have other licensees of the Property agree not to cause interference with Licensee's Equipment. If another licensee shall interfere with the enjoyment by Licensee of the rights granted under this License, the 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 ACFD. The ACFD 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. Licensee agrees not to cause interference with the equipment of others that may have a license to use the Property.

15. TRANSFERS BY ACFD

ACFD shall have the right to transfer and assign, in whole or in part, its right, title and interest in the Site or Property subject to the rights and obligations of this License without consent of Licensee. ACFD will provide to Licensee ninety (90) days' prior written notice of any such transfer. In such event and upon such transfer ACFD shall be released from any further obligations hereunder.

16. ASSIGNMENT

Licensee may not rent or assign any rights under this License to any other person or entity or permit the use of any portion of the Property or Site by others without the prior written consent of ACFD.

17. ACKNOWLEDGEMENT OF TITLE

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

18. RELOCATION ASSISTANCE

For any reason, if the ACFD requires relocation of the Equipment, Licensee shall relocate the Equipment at no cost to ACFD. No relocation payment or advisory assistance will be sought by Licensee or provided in any form by ACFD as a consequence of this License.

19. HOLD HARMLESS; INDEMNIFICATION

- a. Licensee Indemnification. The Licensee agrees to defend, indemnify and hold harmless the Alameda County Fire Department, its officers, its Board of Directors, 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 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 ACFD may participate in the defense of any such claim without relieving Licensee of any obligation hereunder.

- b. Licensee Party Indemnification and Insurance. In addition, Licensee shall insert into any contract with any of Licensee's Parties performing work on Licensee's behalf pursuant to this License or accessing the Site or Property pursuant to this License to the fullest extent permitted by law to defend, indemnify and hold harmless the Alameda County Fire Department, its officers, its Board of Directors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in any way connected with 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 solely by the willful misconduct of any indemnitee. ACFD may participate in the defense of any such claim without relieving any Licensee Party of any obligation hereunder. Licensee shall also require all such Licensee's Parties to name the Alameda County Fire Department as an additional insured on any policy of insurance that Licensee requires such party to carry under the contract pursuant to which it performs work on the Site or otherwise accesses the ACFD Property pursuant to this License.

20. DEFAULT; REMEDIES

- a. Default by Licensee: Failure by Licensee to observe and perform any provision of this License to be observed and/or performed by Licensee, where such failure continues for thirty (30) days after written notice by ACFD, shall be considered a default hereunder. If the nature of Licensee's default is such that it may be cured but more than thirty (30) days are reasonably required for its cure, then Licensee

shall not be deemed to be in default provided that Licensee shall commence such cure within said thirty (30) day period and thereafter diligently prosecute such cure to completion, which completion shall occur not later than sixty (60) days from the date of such notice from ACFD.

b. ACFD Remedies:

Upon the occurrence of an uncured default, ACFD shall have the following remedies:

- i. Right to Self Help: ACFD may exercise its right to cure the default and seek reimbursement from Licensee under Section 7, above.
- ii. Right to Terminate: Notwithstanding anything to the contrary contained in this License, ACFD may terminate this License with written notice to Licensee.

- c. Removal of Equipment: Licensee shall remove all equipment, materials, and debris from 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 Renewal Term or any other provision in this License. If requested, Licensee shall remove any alterations made under this License and restore the Site to the condition it was in prior to the License. Licensee shall leave the Site in a good, clean condition. Any of Licensee's equipment, materials, or debris remaining on the Property after the termination date without written permission of the ACFD may be disposed of by the ACFD without further notice and at Licensee's sole cost. ACFD shall have no obligation to store Licensee's equipment, materials, or debris after the date of termination.

21. INSURANCE

ACFD and Licensee are both part of the same insurance risk pool program. If a claim is filed that in any way arises out of this License, Risk Management will assign the claim and loss to Licensee for resolution and payment.

22. HAZARDOUS MATERIALS

- a. "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.

- b. “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.
- c. Representations: 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 Material in, on, under, upon or affecting the Property in violation of any Environmental Law (as defined above), and (2) ACFD hereby represents and warrants, with no duty or obligation to investigate that (i) it has no knowledge of the presence of any Hazardous Material located in, on under, upon or affecting the Site in violation of any Environmental Law; (ii) ACFD has no knowledge of notice 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) ACFD 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.
- d. Remediation; Costs: If the presence of any Hazardous Materials on, under or about the Property caused or permitted by Licensee or its agents, officers, directors, shareholders, members, managers, partners, employees, contractors or invitees (collectively “Licensee’s Parties”), Licensee, at its sole cost and expense,

shall promptly take all actions necessary to return the Property to the condition existing prior to the introduction of such Hazardous Materials to the Property and to remedy or repair any injury or contamination. If ACFD has reason to believe that Licensee or Licensee's Parties may have caused or permitted the release of any Hazardous Materials on, under, from or about the Property, then ACFD may require Licensee, at Licensee's sole cost and expense, to conduct monitoring activities on or about the Property (as applicable) satisfactory to ACFD, in its sole and absolute judgment, concerning such release of Hazardous Materials on, under, from, or about the Property. Notwithstanding anything to the contrary contained in the foregoing, Licensee shall not, without ACFD's prior written consent, take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, or enter into any settlement agreement, consent decree, or other compromise with any governmental agency with respect to any Hazardous Materials claims; provided, however, ACFD's prior written consent shall not be necessary in the event that the presence of Hazardous Materials on, under or about the Property (i) poses an immediate threat to the health, safety or welfare of any individual, or (ii) is of such a nature that an immediate remedial response is necessary and it is not possible to obtain ACFD's consent before taking such action. Licensee's failure to timely comply with this Subsection or any other Subsection of this Section shall constitute an event of default under this License.

23. NOTICE

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

ACFD: **ALAMEDA COUNTY FIRE DEPARTMENT**
ATTN: Deputy Chief, Support Services and Communications
6363 Clark Avenue
Dublin, CA 94568

LICENSEE: **ALAMEDA COUNTY SHERIFF'S OFFICE**
ATTN: Manager/Supervisor of the Real Time Information Center
1401 Lakeside Dr.
Oakland, California 94568

24. 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.

25. 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: This License, including all attachments, exhibits, and any other documents specifically incorporated into this License, shall constitute the entire agreement between ACFD and Licensee relating to the subject matter of this License. This License supersedes all previous understandings, offers, discussions, communications 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. 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.

- f. Exhibits: The following Exhibits are attached to and incorporated by reference into the License:

EXHIBIT A: SITE DESCRIPTION

EXHIBIT B: EQUIPMENT

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this License on the dates appearing below their respective signatures.

ACFD:
Alameda County Fire Department

LICENSEE:
County of Alameda, by and through the
Alameda County Sheriff's Office

By: _____
David Haubert
President, Board of Directors
Alameda County Fire Department

By: _____
David Haubert
President, Board of Supervisors
County of Alameda

Dated: _____

Dated: _____

Approved as to Form:
ANDREA L. WEDDLE
INTERIM COUNTY COUNSEL

Approved as to Form:
ANDREA L. WEDDLE
INTERIM COUNTY COUNSEL

Signed by:
By: Kathy Lee
A576E5FB9D6D4C8...
Kathy Lee
Deputy County Counsel

Signed by:
By: Brandon Fields
129428D3B87148C...
Brandon Fields
Deputy County Counsel

EXHIBIT A
SITE DESCRIPTION



EXHIBIT B
EQUIPMENT

Item	Equipment Description	Quantity
Flock DFR – M4TD + Dock 3	M4TD series drone, camera, batteries, and contact charging Dock 3, antenna, associated electrical and data conduits	2