

# **AGREEMENT BETWEEN THE COUNTY OF SOLANO AND THE CITY OF RIO VISTA**

*FOR USE OF 11 Amador Cir/APN 0049310300 RADIO SITE*

This Agreement (“Agreement”) is made and entered into as of June 2, 2026 (“Effective Date”), by and between the County of Solano, a political subdivision of the State of California (hereinafter “County”), and the City of Rio Vista, a California municipal corporation (hereinafter “City”). County and City are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

## **Recitals**

WHEREAS, the City owns certain real property located at 11 Amador Cir/APN 0049310300 in Rio Vista, California (the “Site”), which the County has identified as a suitable location for a public safety radio communications facility;

WHEREAS, the County desires to construct and operate a new radio communications tower (approximately 200 feet tall) on the Site, along with a communications equipment shelter (the “New Shelter”), an emergency backup power generator, antennas, and related communications infrastructure, for the County’s public safety radio network;

WHEREAS, the City is willing to lease to the County, at no cost, the necessary portion of the Site (the “Premises”) for the installation and operation of said communications tower and facilities in order to improve public safety communications in the region;

WHEREAS, the communications tower and related facilities will be owned and operated solely by the County, and no third-party users or non-County equipment shall be permitted on the Site under this Agreement;

WHEREAS, the County will obtain all required permits and approvals for the installation of the facilities and will comply with all applicable City zoning and building regulations, and the City will cooperate with the County to expedite any necessary approvals for the project;

WHEREAS, in recognition of the public safety benefits of the project, the City is willing to waive all City-imposed permitting fees and to expedite the permitting approval process for the initial development and installation of the County’s communications facilities at the Site;

WHEREAS, the Parties desire to memorialize their mutual understanding and agreements regarding the use of the Site and their respective rights and responsibilities in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the Parties hereby agree as follows:

## **1. Term of Lease**

**Term:** The City hereby leases to the County the land area at the Site necessary for the County's radio tower, communications shelter, backup generator, and related equipment (the "Premises"), as described and depicted in Exhibit A (site diagram, to be attached), at no cost to the County. The term of this lease shall be ten (10) years commencing on the Effective Date.

**Renewal:** This Agreement shall automatically renew for three successive ten (10) year terms under the same conditions, unless either Party gives written notice of intent not to renew at least twelve (12) months before the end of the then-current term.

**Termination:** This Agreement may be terminated by either Party effective any time after the initial ten-year term by giving the other Party at least one (1) year's prior written notice of termination. The Parties may also terminate this Agreement at any time by mutual written consent or in a case of default in accordance with Section 7. (See Section 9 below for additional termination provisions.)

## **2. Ownership of Improvements**

**County-Owned Facilities:** The County shall own any and all improvements it constructs or installs on the Premises at its expense. This includes, without limitation, the new radio communications tower, the New Shelter, the backup generator, all radio antennas, combiners, cabling, and any other communications equipment or appurtenances installed by the County. All such County-installed facilities and equipment shall remain the property of the County.

**City-Owned Facilities:** The City owns the real property comprising the Site. Any existing improvements or facilities on the Site that were not installed by the County (for example, any City-owned structures, utilities, or infrastructure already at or serving the Site) shall remain the property of the City and be maintained by the City at the City's expense. Any equipment or facilities installed solely by the City on the Site, if any, shall remain the property of the City. The County will require at its option a structural analysis report for any city equipment installed on the tower. City will apply for County permission to attach equipment to the tower and utilize storage space in the County's equipment vault. Abandoned City equipment shall be removed from the premises within six months of use termination.

**No Transfer of Ownership:** Except as expressly provided in this Agreement, nothing herein transfers ownership of any existing facilities or equipment from one Party to the other. Each Party shall retain ownership of its respective facilities and equipment. Upon expiration or termination of this Agreement, the County may remove its tower, New Shelter, and any other County-owned equipment or fixtures from the Site, provided that any such removal is done safely and any damage to the Premises or Site is repaired, reasonable wear and tear

excepted. If the County elects not to remove some or all of its improvements, any remaining improvements shall, at the City's option, become the City's property or be removed by the City at the County's expense.

### **3. Use of Premises and Facilities**

**Lease of Land at No Cost:** The City leases the Premises to the County for the purpose of installing, operating, and maintaining a public safety radio communications tower, equipment shelter, backup generator, and related communications equipment ("Facilities"). No rent or lease payments shall be due from the County to the City for use of the Premises; this lease is granted at zero cost in the spirit of inter-agency cooperation.

**Exclusive County Use:** The communications tower and associated Facilities on the Premises shall be for the County's exclusive use. The County shall not sublease, license, or otherwise permit any third party (including other governmental agencies or any commercial entities) to use the Premises or to install any equipment on the tower or in the County's shelter without the City's prior written consent. Nothing in this Agreement grants any rights to any third-party users. Access to the County's leased space by the City shall be obtained with the County's approval and optional attendance.

**No User Fees:** Except as expressly provided in this Agreement, neither Party shall impose any rent, use fee, or charge on the other for the use of the Premises or the Facilities. The City's provision of the Premises is at no cost to the County, and any shared use of infrastructure between the Parties (if applicable) shall be at no charge, recognizing the mutual benefit of improved public safety communications.

**Interference and Compatibility:** The County shall operate and maintain its equipment at the Site in a manner that will not unreasonably interfere with any of the City's communications systems or other uses of the Site. Likewise, if the City operates any radio or electronic equipment at or adjacent to the Site, it shall do so in a manner that does not interfere with the County's operations. The Parties agree to work together in good faith to resolve any technical or operational interference issues that may arise. All radio equipment operated at the Site shall comply with all applicable regulations (including FCC rules) to minimize the potential for interference.

### **4. Installation of New Tower and Site Improvements**

**Permission to Install Tower and Facilities:** The City hereby grants permission for the County to construct and install a new radio communications tower (approximately 200 feet tall) and related facilities on the Premises, at the County's sole cost. County construction may include environmental survey testing with the City's cooperation. These facilities include, but are not limited to, a communications equipment shelter ("New Shelter"), an emergency

backup generator, antennas and associated communications equipment, and other related improvements necessary for the County's public safety radio operations.

**City Review and Approval:** The design, specifications, and placement of the new tower, New Shelter, and any substantial improvements or modifications proposed by the County for the Site shall be subject to prior review and approval by the City to ensure consistency with applicable building codes, planning requirements, and zoning ordinances. The County shall submit plans, drawings, and other relevant information for the proposed tower and Facilities to the City's planning/building department for review. The City's approval shall not be unreasonably withheld, delayed, or conditioned.

**Compliance with Zoning:** The County shall comply with all applicable City zoning requirements in connection with the installation and operation of the Facilities. If the proposed tower or any related improvements require discretionary land use approvals (such as a use permit or design review approval), the County shall obtain such approvals as required by the City's zoning ordinances. The City will work collaboratively with the County to process any required permits or approvals as expeditiously as reasonably possible.

**Construction Standards:** The County shall ensure that any construction or installation work it performs on the Site (including the tower, New Shelter, generator, antennas, and related improvements) is completed in a good and workmanlike manner, in compliance with all applicable laws, regulations, and building codes. The County shall obtain all necessary building permits, inspections, and approvals for its construction activities. The County shall coordinate with the City regarding the timing of construction to minimize disruption to any City operations or use of adjacent property.

**Permitting Fee Waiver and Expedited Processing:** For the initial construction of the new tower and related Facilities under this Agreement, the City shall waive any City-imposed permitting fees (including planning, zoning, and building permit application fees) that would otherwise apply to the project. In addition, the City shall process and review all required permits and approvals for the initial installation as expeditiously as reasonably possible, in recognition of the public safety importance of timely completion. This waiver of permitting fees and commitment to expedited review applies only to the initial development of the County's Facilities at the Site and shall not extend to any future modifications or projects beyond the initial installation.

**Ownership and Maintenance:** Upon installation, the new tower, New Shelter, and any other improvements constructed by the County shall be owned by the County (as provided in Section 2). The County shall be solely responsible for the maintenance, repair, and upkeep of the tower, shelter, generator, and any other County-installed equipment or improvements. The City shall be responsible for maintenance of the Site and any City-owned facilities at the Site (including any access roads, gates, or existing structures owned by the City). The Parties agree to cooperate to keep the Site and Premises in a clean, safe condition.

## **5. Maintenance and Utilities**

**Maintenance Responsibilities:** Each Party shall, at its own expense, maintain, repair, and, as necessary, replace its own equipment and facilities at the Site in a safe and functional condition. The County shall maintain its tower, New Shelter, generator, antennas, and all other County-owned improvements on the Premises. The City shall maintain its real property, including the land and any City-owned improvements at the Site (such as any access road, fencing, or utility connections provided by the City). Each Party shall promptly repair any damage it causes to the other Party's facilities or to the Site.

**Utilities:** The County shall be responsible for arranging and paying for any utilities required for operation of its Facilities on the Site. If the County's equipment in the New Shelter requires electrical power or other utilities, the County shall bear the cost of installing and operating such utilities (or shall reimburse the City for any utility services the City provides for the County's benefit, as the Parties may separately agree). If the Site has an existing emergency generator or backup power system that the City operates, and the County's Facilities will utilize such system, the Parties will develop a separate understanding regarding cost-sharing and maintenance of that generator. Absent a separate agreement, each Party is responsible for providing any needed backup power for its own equipment.

**Access:** The City shall provide the County with reasonable access to the Site, including the Premises, at all times (24 hours per day, 7 days per week) for the purpose of installing, operating, and maintaining the County's Facilities. The County shall give the City reasonable prior notice (except in cases of emergency) before entering the Site to perform non-routine maintenance or construction activities. In conducting any activities at the Site, the County shall comply with the City's applicable safety and security rules or procedures for the Site. The County shall ensure that only its authorized personnel or contractors access the County's facilities.

**City Access:** The City and its authorized agents shall have the right to access the Site and Premises as needed for inspection, for performing City maintenance on any City-owned infrastructure at or near the Site, or for any other lawful purposes consistent with the City's ownership of the property, provided that (except in an emergency) the City gives reasonable notice to the County before accessing areas occupied by the County's Facilities. The City shall exercise such access rights in a manner that does not unreasonably interfere with the County's operations, and City personnel shall adhere to the County's reasonable safety and security protocols when in areas housing County equipment. Both Parties shall ensure that the Site remains secure and that only authorized personnel are permitted access.

## **6. Indemnification and Liability**

County Indemnification of City: To the fullest extent permitted by law, the County shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and agents from and against any and all claims, liabilities, losses, damages, demands, suits, causes of action, and expenses (including reasonable attorneys' fees and costs) for any bodily injury, death, personal injury, or property damage, to the extent arising out of or in connection with the County's use of the Site or the County's equipment, facilities, or operations at the Site, except to the extent such claims or liabilities are caused by the City's sole active negligence or willful misconduct. This indemnity specifically includes, but is not limited to, any liability arising from or connected with the installation, existence, use, maintenance, or removal of the County's radio tower, New Shelter, generator, antennas, or any related County equipment or improvements on the Site.

City Indemnification of County: To the fullest extent permitted by law, the City shall defend, indemnify, and hold harmless the County, its officers, officials, employees, and agents from and against any and all claims, liabilities, losses, damages, demands, suits, causes of action, and expenses (including reasonable attorneys' fees and costs) for any bodily injury, death, personal injury, or property damage, to the extent arising out of or in connection with the City's ownership, maintenance, or use of the Site or the City's activities or operations thereon, except to the extent such claims or liabilities are caused by the County's sole active negligence or willful misconduct.

County's Equipment at Own Risk: The County acknowledges that it is using City-owned property at the Site at its own risk. The City makes no warranties as to the condition or suitability of the Site, and the City shall not be responsible for any damage to or loss of the County's equipment or facilities on the Site, except to the extent such damage or loss is caused by the City's sole active negligence or willful misconduct. The County waives any claims against the City for any damage to the County's tower, shelter, or equipment due to ordinary hazards not reasonably preventable (including without limitation weather events, natural disasters, or vandalism) associated with the Site.

No Waiver of Governmental Immunity: Nothing in this Agreement shall be construed as a waiver of any statutory defenses or immunities available to either the City or the County under applicable law. The obligations to indemnify, defend, and hold harmless as set forth herein are in addition to any other rights or remedies available to the Parties at law or in equity and shall survive the expiration or termination of this Agreement.

Insurance: Each Party represents that it maintains insurance or self-insurance coverage adequate to cover its potential liabilities arising from this Agreement. Neither Party shall be required to procure or maintain any form of additional insurance naming the other Party as an insured or beneficiary in connection with this Agreement, in light of the Parties' mutual public safety objectives and their status as governmental entities.

Without limiting either Party's obligation to indemnify, both Parties must procure and maintain for the duration of the lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Site and the structures

and facilities. The City shall procure and maintain insurance as described for any and all City owned structures and facilities. The County shall procure and maintain insurance as described for any and all County owned structures and facilities.

Minimum Scope of Insurance coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

#### C. Minimum Limits of Insurance

City and County must maintain limits no less than:

(1) General Liability: (Including operations, products and completed operations.) \$2,000,000 per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

### **7. Default and Remedies**

Each Party shall endeavor to fulfill its obligations under this Agreement in good faith. In the event that either Party believes the other is in material default of any obligation hereunder, the non-defaulting Party shall provide written notice to the defaulting Party describing the alleged default. The defaulting Party shall have a reasonable opportunity, not to exceed sixty (60) days (or such longer period as may be agreed by the Parties or as may be reasonably required under the circumstances), to cure the default or, if the default cannot reasonably be cured within 60 days, to commence and diligently pursue actions to cure the default. If the defaulting Party fails to cure the default within the applicable cure period, the non-defaulting Party may pursue any remedies available under this Agreement or under law or equity, which may include termination of this Agreement and/or an action for specific performance or damages.

### **8. Notices**

Written Notice Required: All notices or communications required or permitted under this Agreement shall be in writing and shall be delivered by either (a) personal delivery, (b) certified mail (postage prepaid, return receipt requested), or (c) a nationally recognized overnight courier service. Notices shall be addressed to the respective Party as set forth below. Notices shall be deemed effective on the date of receipt if delivered personally, or on

the date of delivery (or refusal of delivery) as indicated by the return receipt or courier's records if mailed or sent by courier.

If to County:

County of Solano – Department of Information Technology (Communications Division)

Attn: Communications Manager (Radio Services)

500 Clay Street, Fairfield, CA 94533

And

County of Solano – General Services (Real Estate)

675 Texas, Ste. 2500, Fairfield, CA 94533

Email to: [Properties@SolanoCounty.gov](mailto:Properties@SolanoCounty.gov); Phone: 707-784-7906

If to City:

City of Rio Vista – Public Works

Attn: Greg Malcolm- Public Works Director

1 Main Street

Rio Vista, CA [94571]

Email to: gmalcolm@ci.rio-vista.ca.us; Phone:

707-374-6451 Each Party may update its notice contact information by providing written notice of the change to the other Party.

## **9. Termination (Additional Provisions)**

Removal of Equipment: Within a reasonable period (not to exceed one hundred eighty (180) days) after the expiration or earlier termination of this Agreement, the County shall, at its sole expense, remove its tower, New Shelter, antennas, generator, and any and all other County-owned equipment or improvements from the Site, unless the City requests in writing that some or all of such improvements remain. The County shall repair any damage to the Site or Premises caused by the removal of its equipment, reasonable wear and tear excepted. If the County fails to remove its property within the timeframe specified, the City may either remove and store the equipment at the County's expense, or deem any remaining County equipment abandoned, in which case ownership of such equipment shall vest in the City.

Restoration: If the County's removal of its improvements leaves any portion of the Premises or Site in a disturbed condition, the County shall restore the Site to a neat, clean, and safe condition, reasonably consistent with the surrounding area. Such restoration may include the removal of any above-ground structures installed by the County, the filling of any holes or foundations, capping or properly disconnecting utilities, and any other reasonable measures necessary to return the Site to a safe condition as directed by the City.

Survival: Termination or expiration of this Agreement shall not release either Party from any liability or obligation incurred under this Agreement prior to the date of termination. All provisions of this Agreement which by their nature are intended to survive the Agreement (including, without limitation, all indemnification obligations) shall survive the expiration or termination of this Agreement.

## **10. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous agreements, negotiations, representations, or understandings, whether written or oral, between the City and the County relating to the County's use of the Site as a radio communications facility. Each Party acknowledges that no other party, nor any agent or attorney of any other party, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, to induce the execution of this Agreement.

## **11. General Provisions**

11.1 Amendments: This Agreement may be modified or amended only by a written instrument executed by authorized representatives of both the County and the City.

11.2 Assignment: Neither Party shall assign, sublease, or transfer any interest in this Agreement or in the Premises to any third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment without such consent shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and permitted assigns.

11.3 Governing Law and Venue: This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any litigation or proceeding to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Solano County, California, and each Party consents to the jurisdiction and venue of such courts.

11.4 No Third-Party Beneficiaries: This Agreement is entered into for the sole benefit of the City and the County. No other person or entity shall be deemed to have any rights or benefits under this Agreement. In particular, no third party (including any non-signatory public agency or organization) shall have any right to enforce any provision of this Agreement.

11.5 Relationship of Parties: Nothing in this Agreement shall be construed to create a partnership, joint venture, joint enterprise, or any form of joint powers authority between the City and the County. The Parties are independent public entities, and each Party shall retain sole responsibility for its own employees and operations.

11.6 Waiver: The failure of either Party to insist upon strict performance of any term or condition of this Agreement, or to exercise any right or remedy provided under this Agreement, shall not be construed as a waiver of any future enforcement of that term, condition, right, or remedy. Any waiver of a breach of this Agreement must be in writing, and a waiver of any particular breach shall not be deemed a waiver of any other breach of the same or any other provision.

11.7 Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, provided that the essential purposes of this Agreement can still be accomplished. The Parties shall negotiate in good faith to modify the Agreement, to the extent possible, to lawfully achieve the original intent of the Parties.

11.8 Further Assurances: The Parties agree to execute such additional documents and to take such further actions as may be reasonably necessary to carry out the provisions and purposes of this Agreement.

11.9 Counterparts and Electronic Signatures: This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The Parties agree that a signed copy of this Agreement transmitted by facsimile or email PDF shall be treated as an original, and electronic or facsimile signatures shall be valid and binding to the same extent as original signatures.

**SIGNATURES PROVIDED ON FOLLOWING PAGE.**

**12. Signatures and Execution**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first written above, intending to be legally bound.

County of Solano (a political subdivision of the State of California)

By: \_\_\_\_\_

Name: Ian M. Goldberg

Title: County Administrator

Date: 06/02/2026

Approved as to Form:

By: M. Callaway, Dep.  
M. Callaway, Dep. (May 19, 2026 08:57:40 PDT)

Name: Megan Callaway

Title: Dep. County Counsel

Date: 05/19/2026

City of Rio Vista (a municipal corporation)

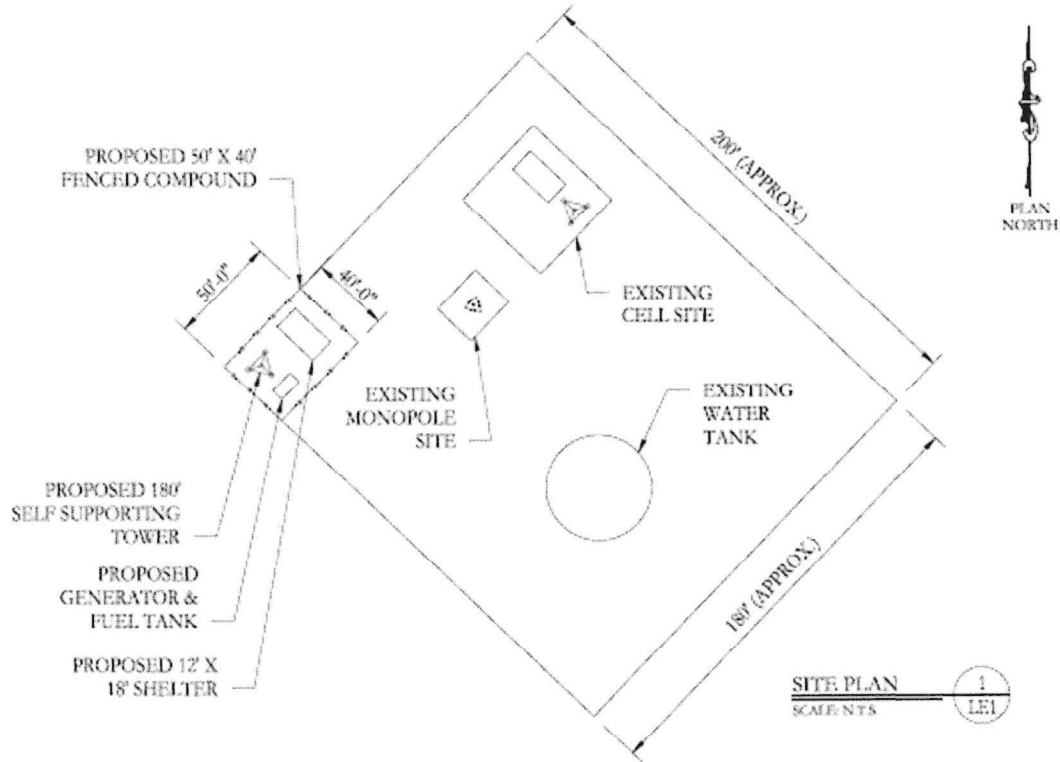
By: 

Name: Kristina Miller

Title: City Manager

Date: May 6, 2024

**EXHIBIT A**



**SITE PLAN**  
SCALE: N.T.S.

1  
LE1

**LEASE EXHIBIT**



1150 N. NIMITZ HWY, UNIT 6  
HONOLULU, HI 96817  
TEL: (808) 536-2058  
FAX: (808) 376-2944



**DRAWING TITLE: SITE PLAN**  
**PROJECT INFORMATION:**  
RIO VISTA SITE  
SALANO COUNTY, CA

**PROPERTY OWNER:**  
SITE COORDINATES:  
38° 09' 33.88" N  
121° 42' 22.97" W

**DRAWING NO.**  
**LE1**

DESIGNED BY: A. BARRERA	CHECKED BY: J. DEBROSIO
DATE: 02/22/2010	APPROVED BY: J. DEBROSIO
SCALE: N.T.S.	APPROVED BY: J. DEBROSIO
SHEET NO: 1 OF 1	

FILE PROJECT NO: 2010-001