

**ITEM 6 EXHIBIT C**  
**LICENSE AGREEMENT FOR PRIVATE SECURITY CAMERA EQUIPMENT LOCATED**  
**ON CITY OF CALABASAS PROPERTY**

This License Agreement for Private Security Camera Equipment Located on City Property ("Agreement") is effective as of [INSERT] ("Agreement Date"), and is between the City of Calabasas, a California municipal corporation and general law city ("City") and Calabasas Park Homeowners Association, a California nonprofit corporation ("Licensee"). City and Licensee may be referred to, individually as a "Party" or jointly as "Parties."

**RECITALS**

WHEREAS, the City provides municipal services to the residents of the City of Calabasas, including law enforcement and police protection services; and

WHEREAS, Licensee is a homeowner association ("HOA") organized under the laws of the State of California to promote the interests of the residential development commonly known as Calabasas Park ("HOA Property"); and

WHEREAS, the Covenants, Conditions, and Restrictions (CC&Rs) of the HOA allow assessment of owners for contribution to pay for costs, expenses and liabilities of the HOA; and

WHEREAS, Licensee desires a License (described below) to install communications and control equipment for security cameras and related equipment ("Equipment") as specifically described in **Exhibit A** in and around the City property. In order to have an effective range of vision, Equipment will be installed on City property in the locations described in **Exhibit B** ("License Area");

WHEREAS, the City has determined that this Agreement is in the public interest to grant the requested License subject to the terms and conditions of this Agreement;

NOW, THEREFORE, the City and Calabasas Park Homeowners Association, in return for the mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

1. **License.** City grants Licensee a non-exclusive license to install the Equipment in the License Area in accordance with the terms of this Agreement. Licensee may not use the License Area for any other purpose but to install, operate and repair the Equipment.

2. **Term.** The term of this License will commence on the Agreement Date and will continue in effect until terminated in accordance with Section 15 (“Term”).

3. **Use of License Area.** Any entry into the License Area will be for the limited purpose of installing and maintaining the Equipment in the License Area. Licensee may only locate the Equipment in the License Area in the manner approved by City. Licensee acknowledges and agrees that all surveillance data from the Equipment is the sole property of HOA and that the City has no interest in or control over the use and dissemination of such data. Licensee further acknowledges and agrees that it will provide the Los Angeles County Sheriff’s Department or its designee the ability and access to locate, review and download video and other data collected from the Equipment for law enforcement purposes upon request.

4. **Utilities.** Licensee is solely responsible for all charges incurred for any and all utility services provided to the License Area for the operation of the Equipment, including, but not limited to, electric power and telecommunications (“Charges”). Licensee will pay such Charges promptly as they become due. Licensee will indemnify City for any and all such Charges.

5. **Right of Inspection and Testing.** Licensee acknowledges City’s right and authority to enter upon the License Area by and through its employees, representatives, contractors, and agents, at any time for the purpose of inspecting the Equipment and other purposes as the City reasonably determines are required.

6. **Licensee’s Maintenance and Operational Obligations.** Licensee agrees to the following maintenance and operational obligations.

6.1 **Equipment Maintenance.** Licensee must maintain the Equipment in good condition and working order at its sole cost and expense. Any Equipment that is broken, vandalized, inoperable, malfunctioning, or unsafe must be repaired or replaced immediately by Licensee. City reserves the right to remove Equipment that is not repaired or replaced in a timely manner. In the event that Equipment is in a condition that threatens the health and safety of the public in City’s sole discretion, City may remove the Equipment immediately and invoice Licensee for the cost incurred. City has no obligation to maintain or protect the Equipment.

6.2 **No Interference with License Area.** Licensee agrees that the Equipment shall not interfere with any City facilities or equipment.

6.3 **Compliance with all Laws.** Licensee acknowledges and agrees that it shall comply with all applicable laws, including federal, state, City, and other local laws, in the installation, operations, and maintenance of the Equipment.

## 7. Indemnity.

7.1 Licensee agrees to indemnify, defend, protect and hold harmless City and its respective elected and appointed boards, officials, officers, employees, and agents (individually and collectively, "Indemnitees") from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively, "Claims"), which may arise or otherwise occur as a result of the Equipment or Licensee's performance of its obligations under this Agreement, including the installation, maintenance, repair or removal of any of the Equipment.

7.2. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Licensee has agreed to indemnify Indemnitees as provided above, Licensee, upon notice from City, must defend Indemnitees at Licensee's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified.

7.3 The provisions of this section will survive the expiration or earlier termination of this Agreement.

## 8. Insurance.

8.1 **General.** Licensee must procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to City, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Licensee's construction and use of the Equipment within the License Area under this Agreement, in the minimum amount of at least \$1,000,000 combined single limit coverage per occurrence. This insurance may be included with the HOA's regular insurance program as long as the Equipment is included. The insurance must be kept in full force and effect during the Term and may not be cancelable by the insurer without 30 days' prior written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating City and Indemnitees as additional named insured by original endorsement must be delivered to and approved by City. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same will not be construed as a limitation of Licensee's obligation to indemnify City and the Indemnitees.

**8.2 Proof of Insurance.** Licensee will furnish City with both certificates of insurance and copies of policies, including additional endorsements, affecting all of the coverage required by this Agreement.

**9. Alterations.** Licensee may not make any alteration to the License Area nor any other portion of the License Area, nor install any other equipment in the License Area except as authorized by City in writing.

**10. Assignment and Subletting Prohibited.** Licensee may not assign this Agreement nor any interest in the License Area.

**11. Construction by Others within License Area.** Licensee understands that the license under this Agreement is non-exclusive and that City may grant subsequent encroachments, permits, and licenses within the License Area provided such additional licenses or permits do not unreasonably interfere with the purpose of the Equipment.

**12. Relocation of Equipment.**

**12.1** City reserves the right to construct, install, maintain, reconstruct and relocate any improvements and utility facilities located in or under the City property (respectively, "City Facilities" and "Public Facilities"). All such work is hereafter referred to collectively as "City Property Work."

**12.2** City may order Licensee to relocate or reconstruct any Equipment at Licensee's sole cost if the City determines relocation or reconstruction is necessary. Except for emergencies, the City will give Licensee at least 30 days' written notice of the need to relocate, remove, alter, or replace any Equipment.

**12.3** Where City reasonably determines that an emergency requires the relocation or reconstruction of any Equipment in order to permit the continuation of the public uses of the City Property, City will give reasonable notice to Licensee, commensurate with the nature and extent of the emergency, to perform such reconstruction or relocation. If, for any reason, Licensee is unable to timely perform such reconstruction or relocation, City or Public Utility may cause such work to be done at the sole expense of Licensee.

**13. Breach.** Upon a material breach of this Agreement, including any of Licensee's obligations, City may, at its sole discretion, provide Licensee with a written notice of breach and specify a reasonable time to cure the breach ("Default Notice"). If Licensee fails to cure the breach within the time specified in the Default Notice, City may, in its sole discretion, elect to terminate this Agreement ("Default Termination Notice").

14. **Termination.**

14.1 **Termination Rights.** This Agreement will terminate five days following delivery of a written Default Termination Notice, if such default remains uncured. City may also terminate this Agreement, or modify the scope of the License Area, without cause upon ninety days' notice, if City determines, in its sole discretion, that some or all of the License Area is necessary for a different public purpose. Upon termination, Licensee must remove the Equipment in accordance with Section 14.2.

14.2 **Licensee Obligations at Termination.** Within ten days from termination, Licensee must, at Licensee's sole cost and expense, remove the Equipment except in case of an emergency where less notice may be provided. Upon removal of the Equipment, Licensee must repair any damage to License Area at its sole cost and expense. City will have no liability for the condition of the Equipment upon termination.

15. **Notices.** Any notices, demands, or communications under this Agreement must be in writing, and may be given either by (i) personal service, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return service requested, addressed as set forth on the signature page of this Agreement or such other address as may be furnished in writing by a party, and such notice or communication must, if properly addressed, be deemed to have been given as of the date so delivered, or three business days after deposit into the United States mail. Either Party may change the address for notice by giving written notice of such change to the other Party in the manner provided for in this section.

16. **Amendments and Modifications.** This Agreement may only be amended or modified by a written document executed by both Parties.

17. **Exhibits.** Exhibits A and B are incorporated into this agreement by reference.

18. **No Waiver.** The failure to enforce any term, covenant, or condition of this Agreement will not be construed as a waiver of the right to enforce this, or any other, term, covenant, or condition of this Agreement.

19. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

20. **Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

21. **Governing Law and Venue.** This Agreement will be construed and enforced in accordance with the laws of the State of California and any legal action must be brought in the Superior Court of California in Los Angeles County.

22. **Attorney's Fees.** In the event of any litigation or other legal proceeding arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.

23. **Construction.** This Agreement, along with its exhibits, contains the entire agreement between the Parties and supersedes any prior oral or written statements or agreements between the Parties with respect to the subject matter of this Agreement. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity will be construed or resolved against a Party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement. Headings used in this Agreement are provided for convenience only and will not be used to construe meaning or intent. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number will each be deemed to include the others wherever and whenever the context so dictates.

24. **Authority.** The persons executing this Agreement on behalf of the Parties warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of such Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party is bound. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

City of Calabasas

Calabasas Park Homeowners Association

By: \_\_\_\_\_  
Don Penman  
Interim City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A – EQUIPMENT

The Equipment to be installed by Licensee consists of equipment supporting a surveillance camera system to be installed in the common area around Calabasas Lake. Licensee will install an antenna on the roof of the Tennis and Swim Center, adjacent to, and in a manner that does not interfere with, an existing City antenna. Licensee will install network and communications equipment supporting the camera system in an equipment box, with approximate dimensions of 23 inches, by 28 inches, by 14 inches, to be placed on the south wall of the equipment room within the Tennis and Swim Center. Licensee will also install cabling connecting the equipment and the antenna. Licensee will not install any equipment until precise placement is approved by the City.

## EXHIBIT B – LICENSE AREA

The License Area is the equipment room within the Tennis and Swim Center, together with the footprint area sufficient to support a small antenna on the roof of the Tennis and Swim Center, as further determined by the City's Community Services Director.