



Boulder Valley School District
File: DFB
Adopted: November 21, 1996

REVENUES FROM LICENSING OF SCHOOL FACILITIES FOR TELECOMMUNICATION USES

The Board of Education of the Boulder Valley School District, as a service to the communities where its various school sites and facilities are located and as a source of revenue to the School District, may license the use of its sites and facilities for the installation, maintenance, and use of telecommunication and low power radio signal equipment owned by third-party entities.

The School District, in granting the use of its sites and facilities for use by telecommunication entities, shall require at all times that the health and safety of its students, staff, and patrons are protected and the aesthetics and structural integrity of all sites and facilities will not be jeopardized by such use.

The granting of use of School District sites and facilities for telecommunication uses shall require that the third-party entity adhere to the following procedures and guidelines:

1. Site identification

- School District shall grant qualified third parties access to School District facilities and sites for assessment and testing purposes to determine existence of optimum location for equipment and antenna provided the third party agrees to indemnify School District for any liens, claims, or damages while conducting this site and facility feasibility identification.
- Third party shall be given permission to contact appropriate jurisdictions to make preliminary investigation of zoning, land use, and other necessary permitting requirements on identified sites and facilities.

2. Submittal of preliminary design to School District

- Third party wishing to pursue the installation of telecommunication facilities on School District sites and facilities after completing its site and facilities identification process shall submit to the School District Department of Operations the following:

- a. Survey and legal description of proposed site.
- b. Design drawings and representations showing height, area requirements, and location of proposed telecommunication facilities.
- c. Detailed description of the equipment proposed to be installed and the improvements to be constructed on the telecommunication sites.
- d. Detailed description of the environmental, compatibility, and aesthetic impact
- e. of the proposed installation and construction on existing School District use.
- f. Proposed source of electrical power and telephone connection.

3. License agreements shall require:

- The initial term to not exceed five years and shall be subject to termination by School District for School District purposes.
- Provisions and procedures for renewal of the agreement for subsequent terms.
- Annual payment schedule.
- Agreement to indemnify School District.
- Agreement to be conditioned upon third party obtaining zoning, land use, and building permit approval.
- The third party to be responsible for the processing and obtaining of all required permits, certificates, and approvals and to appear at all hearings.
- Obtaining all permits required by FCC.
- Manage all construction and installation on sites but subject to construction and safety standards promulgated by the School District.
- Nonexclusive use of sites and facilities with a covenant to cooperate with any other third-party users of telecommunication facilities utilizing the same sites.
- Provisions for multiple-site use by third party when desired and agreed to by the School District.
- All facilities and equipment installed by third parties shall accommodate all telecommunications equipment of the School District.

- License granting limited access by third party across School District property to the facilities and site during construction, operation, and maintenance of the equipment and facility, which is not disruptive to School District use.
- All improvements and installations shall be installed and constructed at the third party's sole expense in a workmanlike manner, shall be removed upon termination of the use agreement unless otherwise agreed to by the School District, and the site and facilities shall be restored to original condition.
- Third party shall maintain and keep sites and facilities in good repair.
- Third party to pay all utilities, operating costs, and any taxes associated with a telecommunication use.
- Third party to maintain liability, property, and workers compensation insurance with the School District as an additional insured.
- Nonassignability without School District consent.
- Final approval by School District which shall take into account the proposed location of the site, the compatibility to the surrounding neighborhood location of the site, the aesthetic integration of the facility, the requested term, the consideration offered, the safety and structural impact of the facility on existing uses, and the benefit to the School District telecommunication needs.

4. This policy is not intended to vest any rights to the use of School District facilities and sites in any third party. Approval of any telecommunication facility and use shall rest solely with the Board of Education and shall be determined on a case-by-case basis.

LEGAL REF.: C.R.S. 22-32-110(f)

CROSS REF.: FL, Retirement of Facilities

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