

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is dated June 16, 2026 and is between City of Reedley, a California municipal corporation, on behalf of the City of Reedley Police Department ("City"), and the County of Fresno, a political subdivision of the State of California ("County"). The County and the City shall also be referred to herein singularly as "Party" and collectively as "Parties".

Recitals

A. The County has installed and owns a 250-foot above-grade microwave tower at the Public Works and Planning Road Maintenance and Operations Yard located at 17626 Manning Avenue, Reedley, California, 93654 located in Reedley (Reedley Tower).

B. The City has a need to install radio equipment on the Reedley Tower to improve emergency dispatch accuracy and accessibility for its operations.

C. The County and the City recognize that providing space on the Reedley Tower to the City will support improved public safety and municipal operations.

D. The Parties now desire to enter into this MOU to allow the City's installation of radio equipment on the Reedley Tower. All equipment to be installed has been approved by the County.

The Parties therefore agree as follows:

Article 1

Responsibilities

1.1 **The County's Responsibilities.** The County shall provide a County Representative ("County Representative") to represent the County, who will work with the City to carry out the City's obligations under the MOU. The County Representative will be the Information Technology Services Department's Operations Division Manager, and/or their designee, whose contact information will be provided to the City by no later than fifteen days after the effective date.

1.2 The County shall provide access, as reasonably needed by the City, as applicable.

1.3 The City's Responsibilities. The City shall install and maintain the equipment listed in Exhibit A on the Reedley Tower.

1.4 **Representation.** Each Party represents that it is qualified, ready, willing, and able to perform all of the services provided in this MOU.

1.5 **Compliance with Laws.** The City shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this MOU, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

Article 2

County's Ownership of Reedley Tower; Use of Space

2.1 The County shall remain the sole and exclusive owner of the Reedley Tower and the City shall have only those rights expressly granted in this MOU by the County to the City for the non-exclusive access to the Reedley Tower, in order to install pre-approved equipment as listed in Exhibit A. The City shall install, maintain, and use its own equipment in a careful and proper manner and which is consistent with the equipment manufacturer's specifications for use of said equipment. The County makes no warranties, express or implied, as to any matter whatsoever, including, but not limited to, the condition of the City's equipment, its design, its capacity, its performance, its material, its workmanship, its fitness for any particular purpose, or that the equipment is sufficient to meet the City's needs. The City is responsible for inspecting its own equipment to its satisfaction. Any interference caused by the City's equipment must be efficiently remedied by the City at the sole expense of the City. All City staff, contractors and subcontractors requiring access to the Reedley Tower must be escorted by a representative from the County's radio operations unit.

Article 3

No Monetary Consideration

3.1 There is no monetary consideration for this MOU. The Parties agree that the mutual promises hereunder shall suffice as consideration.

1 **Article 4**

2 **Term of Agreement**

3 4.1 **Term.** This MOU is effective upon execution, ("Effective Date") and terminates five
4 years from the Effective Date, except as provided in section 4.2, "Extension," or Article 6,
5 "Termination and Suspension," below.

6 4.2 **Extension.** The term of this MOU may be extended for no more than one, five-year
7 period only upon written approval of both Parties at least 30 days before the first day of the five-
8 year extension period. The Director of Information Technology/Chief Information Officer, or their
9 designee, is authorized to sign the written approval on behalf of the County. The extension of
10 this MOU by the County is not a waiver or compromise of any default or breach of this MOU by
11 the City existing at the time of the extension, whether or not known to the County.

12 **Article 5**

13 **Notices**

14 5.1 **Contact Information.** The persons and their addresses having authority to give and
15 receive notices provided for or permitted under this MOU include the following:

16 **For the County:**

17 Director of Information Technology/CIO
18 County of Fresno
19 333 W. Pontiac Way
Clovis, CA 93612
itsdadminoffice@fresnocountyca.gov

20 **For the City:**

21 Chief of Police
22 Marc A. Ediger
23 843 G Street
Reedley, CA 93654
marc.ediger@reedley.ca.gov and Nataly.Juarez@reedley.ca.gov
Fax: (559) 638-2615

24 5.2 **Change of Contact Information.** Either party may change the information in section
25 5.1 by giving notice as provided in section 5.3.

26 5.3 **Method of Delivery.** Each notice between the County and the City provided for or
27 permitted under this MOU must be in writing, state that it is a notice provided under this MOU,
28 and be delivered either by personal service, by first-class United States mail, by an overnight

commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

5.4 Claims Presentation. For all claims arising from or related to this MOU, nothing in this MOU establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 6

Termination and Suspension

6.1 Termination for Breach.

(A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County may give written notice of the breach to the City. The written notice may suspend performance under this MOU, and must provide at least 30 days for the City to cure the breach.

(B) If the City fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County may terminate this MOU immediately.

1 (C) For purposes of this section, a breach occurs when, in the determination of the
2 County, the City has:

- 3 (1) Failed to comply with any part of this MOU;
4 (2) Submitted a substantially incorrect or incomplete report to the County; or
5 (3) Improperly performed any of its obligations under this MOU.

6 6.2 **Termination without Cause.** In circumstances other than those set forth above, the
7 County may terminate this MOU by giving at least 30 days advance written notice to the City.

8 6.3 **No Penalty or Further Obligation.** Any termination of this MOU by the County
9 under this Article 6 is without penalty to or further obligation of the County.

10 **Article 7**

11 **Indemnity and Defense**

12 7.1 **Indemnity.** The City shall indemnify and hold harmless and defend the County
13 (including its officers, agents, employees, and volunteers) against all claims, demands, injuries,
14 damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of
15 any kind to the County, the City, or any third party that arise from or relate to the performance or
16 failure to perform by the City (or any of its officers, agents, subcontractors, or employees) under
17 this MOU. The County may conduct or participate in its own defense without affecting the City's
18 obligation to indemnify and hold harmless or defend the County.

19 7.2 **Survival.** This Article 7 survives the termination of this MOU.

20 **Article 8**

21 **Insurance**

22 8.1 The City shall comply with all the insurance requirements in Exhibit B to this MOU.

23 **Article 9**

24 **Inspections, Audits, and Public Records**

25 9.1 **Inspection of Documents.** The City shall make available to the County, and the
26 County may examine at any time during business hours and as often as the County deems
27 necessary, all of the City's records and data with respect to the matters covered by this MOU,
28 excluding attorney-client privileged communications. The City shall, upon request by the

County, permit the County to audit and inspect all of such records and data to ensure the City's compliance with the terms of this MOU.

9.2 **Public Records.** The County is not limited in any manner with respect to its public disclosure of this MOU or any record or data that the City may provide to the County. The County's public disclosure of this MOU or any record or data that the City may provide to the County may include but is not limited to the following:

(A) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose this MOU to the public or such governmental agency.

(B) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that the City may provide to the County, unless such disclosure is prohibited by court order.

(C) This MOU, and any record or data that the City may provide to the County, is subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

(D) This MOU, and any record or data that the City may provide to the County, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning with section 6250) ("CPRA").

(E) This MOU, and any record or data that the City may provide to the County, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under California Constitution, Article 1, section 3, subdivision (b).

(F) Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that the City may provide to the County shall be disregarded and have no effect on the County's right or duty to disclose to the public or governmental agency any such record or data.

9.3 **Public Records Act Requests.** If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the City's possession or control, and which the County has a right, under any provision of this MOU or applicable law, to possess or control, then the County may demand, in writing, that the City deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of the City. Within five business days after the County's demand, the City shall (a) deliver to the County all of the requested records that are in the City's possession or control, together with a written statement that the City, after conducting a diligent search, has produced all requested records that are in the City's possession or control, or (b) provide to the County a written statement that the City, after conducting a diligent search, does not possess or control any of the requested records. The Contractor shall cooperate with the County with respect to any County demand for such records. If the City wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The City's assertion of any exemption from disclosure is not binding on the County, but the County will give at least 10 days' advance written notice to the Contractor before disclosing any record subject to the City's assertion of exemption from disclosure. The City shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the City's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any County demand for any such records.

Article 10

General Terms

10.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this MOU may not be modified, and no waiver is effective, except by written agreement signed by both Parties. The City acknowledges that County employees have no authority to modify this MOU except as expressly provided in this MOU.

1 10.2 **Non-Assignment.** Neither Party may assign its rights or delegate its obligations
2 under this MOU without the prior written consent of the other Party.

3 10.3 **Governing Law.** The laws of the State of California govern all matters arising from
4 or related to this MOU.

5 10.4 **Jurisdiction and Venue.** This MOU is signed and performed in Fresno County,
6 California. The City consents to California jurisdiction for actions arising from or related to this
7 MOU, and, subject to the Government Claims Act, all such actions must be brought and
8 maintained in Fresno County.

9 10.5 **Construction.** The final form of this MOU is the result of the parties' combined
10 efforts. If anything in this MOU is found by a court of competent jurisdiction to be ambiguous,
11 that ambiguity shall not be resolved by construing the terms of this MOU against either Party.

12 10.6 **Days.** Unless otherwise specified, "days" means calendar days.

13 10.7 **Headings.** The headings and section titles in this MOU are for convenience only and
14 are not part of this MOU.

15 10.8 **Severability.** If anything in this MOU is found by a court of competent jurisdiction to
16 be unlawful or otherwise unenforceable, the balance of this MOU remains in effect, and the
17 Parties shall make best efforts to replace the unlawful or unenforceable part of this MOU with
18 lawful and enforceable terms intended to accomplish the parties' original intent.

19 10.9 **Nondiscrimination.** During the performance of this MOU, the City shall not
20 unlawfully discriminate against any employee or applicant for employment, or recipient of
21 services, because of race, religious creed, color, national origin, ancestry, physical disability,
22 mental disability, medical condition, genetic information, marital status, sex, gender, gender
23 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
24 all applicable State of California and federal statutes and regulation.

25 10.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
26 of the City under this MOU on any one or more occasions is not a waiver of performance of any
27 continuing or other obligation of the City and does not prohibit enforcement by the County of any
28 obligation on any other occasion.

1 10.11 **Entire MOU.** This MOU, including its exhibits, is the entire MOU between the City
2 and the County with respect to the subject matter of this MOU, and it supersedes all previous
3 negotiations, proposals, commitments, writings, advertisements, publications, and
4 understandings of any nature unless those things are expressly included in this MOU. If there is
5 any inconsistency between the terms of this MOU without its exhibits and the terms of the
6 exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this
7 MOU without its exhibits, and then to the terms of the exhibits.

8 10.12 **No Third-Party Beneficiaries.** This MOU does not and is not intended to create any
9 rights or obligations for any person or entity except for the Parties.

10 10.13 **Authorized Signature.** The City represents and warrants to the County that:

11 (A) The Contractor is duly authorized and empowered to sign and perform its
12 obligations under this MOU.

13 (B) The individual signing this MOU on behalf of the City is duly authorized to do so
14 and his or her signature on this MOU legally binds the City to the terms of this MOU.

15 10.14 **Electronic Signatures.** The parties agree that this MOU may be executed by
16 electronic signature as provided in this section.

17 (A) An “electronic signature” means any symbol or process intended by an individual
18 signing this MOU to represent their signature, including but not limited to (1) a digital
19 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
20 scanned and transmitted (for example by PDF document) version of an original
21 handwritten signature.

22 (B) Each electronic signature affixed or attached to this MOU (1) is deemed
23 equivalent to a valid original handwritten signature of the person signing this MOU for all
24 purposes, including but not limited to evidentiary proof in any administrative or judicial
25 proceeding, and (2) has the same force and effect as the valid original handwritten
26 signature of that person.

1 (C) The provisions of this section satisfy the requirements of Civil Code section
2 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
3 Part 2, Title 2.5, beginning with section 1633.1).

4 (D) Each Party using a digital signature represents that it has undertaken and
5 satisfied the requirements of Government Code section 16.5, subdivision (a),
6 paragraphs (1) through (5), and agrees that each other Party may rely upon that
7 representation.

8 (E) This MOU is not conditioned upon the Parties conducting the transactions under
9 it by electronic means and either party may sign this MOU with an original handwritten
10 signature.

11 10.15 **Counterparts.** This MOU may be signed in counterparts, each of which is an
12 original, and all of which together constitute this MOU.

13 [SIGNATURE PAGE FOLLOWS]
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The parties are signing this MOU on the date stated in the introductory clause.

CITY OF REEDLEY

COUNTY OF FRESNO

Nicole R Zieba

Nicole R Zieba (May 27, 2026 13:41:58 PDT)

Nicole Zieba, City Manager

845 G. St.
Reedley, CA 93654

Garry Bredefeld

Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

Attest:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By:

Hannah
Deputy

Exhibit A

Equipment List

- 7.5 Ft. Equipment Rack with the following attached:
 - 1 Dual Receiver (Rx) GPW8000 for Reedley Police Department 1 & 2 Very High Frequency (VHF)
 - 1 Dual Rx GPW8000 for Reedley Fire Department and Reedley Public Works Department VHF
 - 1 Single Rx GPW8000 for Parlier Police Department Ultra High Frequency (UHF)
 - 1 HP Aruba BackHaul Local Area Network (LAN) Switch
 - 1 Juniper SRX345 Router
 - 1 HP Aruba Site LAN Switch
 - 1 AC Power Distribution
 - 1 4 MLC8000 Analog Gateway Unit (AGU)
- Access to a County RX Multicouplers spare port to attach the following:
 - 4 VHF Connections; Using the following frequencies: 158.9850 Megahertz (MHz), 158.8950 MHz, 158.8650 MHz and 158.7850 MHz
 - 1 UHF Connection; Using the following frequency: 465.2625 MHz
 - Should the City need to install new equipment or remove existing equipment the City shall make the request in writing to the designated County Representative. The County requires a minimum of 4 hours' notice to provide access to the City.
 - Any interference caused by the City's equipment must be remedied by a representative from the City within 4 hours; Failure to identify the source of interference shall constitute grounds for suspension or termination of the interfering system's operation.
 - It is the sole responsibility of the City to provide all necessary work, repairs, and upgrades to their equipment.

Exhibit B

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the City or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The City shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the City's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the City signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the City shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
 - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the City has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

Exhibit B

- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the City's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the City shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the City shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the City or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the City has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the City shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The City waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The City is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the City's waiver of subrogation under this paragraph is effective whether or not the City obtains such an endorsement.
- (F) **County's Remedy for City's Failure to Maintain.** If the City fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the City. The County may offset such charges against any amounts owed by the County to the City under this Agreement.

Exhibit B

- (G) **Subcontractors.** The City shall require and verify that all subcontractors used by the City to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the City to provide services under this Agreement using subcontractors.