

**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("License") is made and entered into this 25th day of February, 2020 ("Effective Date"), by and between the County of Fresno, a political subdivision of the State of California ("LICENSOR"), and each licensee (each a "LICENSEE" and collectively the "LICENSEES") listed in Exhibit A to this License, which is attached and incorporated by this reference. LICENSOR and each LICENSEE shall each be referred to as "Party" or collectively as "Parties" to this License.

**WITNESSETH:**

WHEREAS, Golden Plains Unified School District ("Golden Plains") owns real property, located at Tranquility High School, Golden Plains Unified School District, APN 030-150-49ST (the "Property");

WHEREAS, LICENSOR is contemporaneously executing a Sale/Purchase Agreement with the Fresno County Superintendent of Schools for ownership of the Tower and Shed, as defined below, and a Lease Agreement with Golden Plains Unified School District for access to the Premises ("Lease"); and

WHEREAS, LICENSOR owns a communications tower structure ("Tower") and equipment shed ("Shed") on the Property (collectively "Premises");

WHEREAS, LICENSOR and LICENSEE mutually desire to allow LICENSEE use of the Tower and Shed, so that LICENSEE may install, maintain, and operate communication equipment on the Premises for the purpose of improving and maintaining vital health and safety communication systems.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

**SECTION 1. – PREMISE REGULATIONS**

- A. PREMISES -- LICENSOR hereby acknowledges that each LICENSEE has independently-owned equipment installed and attached to the Tower, and stored in the Shed (the "Equipment"). LICENSOR also hereby acknowledges that each LICENSEE

shall have non-exclusive use of its respective Equipment, as outlined in this License, and no other party to this License may use another LICENSEE's Equipment on the Tower and/or Shed.

- B. USE -- Each LICENSEE agrees to comply with all applicable federal and state laws, rules and regulations, and all applicable local ordinances and regulations, in connection with its use of the Premises. LICENSOR covenants to each LICENSEE that, to the best of its knowledge, and as represented to LICENSOR by Golden Plains in LICENSOR'S Lease with Golden Plains, the Premises are in compliance with all applicable federal, state, and local laws, rules, and regulations including, but not limited to, health and safety laws and regulations, federal aviation laws, rules and regulations, federal communication laws, rules, and regulations, and building codes and ordinances, and that the Premises shall remain in such compliance throughout the term and any extension of the term of this License.
- C. INITIAL STRUCTURAL UPGRADE OF THE TOWER – Within five (5) years after execution of this License, LICENSOR, at its own expense, shall be responsible for paying the costs related to the initial structural upgrade of the Tower up to \$300,000.00. Payment for any amount in excess of this \$300,000.00 shall be renegotiated between LICENSOR and LICENSEES, up to \$500,000.00.
- D. RIGHT OF ENTRY – Each LICENSEE, or its representatives, shall have the right to enter the Premises at any time during the term of this License to make any alteration, repair, or improvement to its Equipment mounted on the Tower or stored in the Shed that it deems convenient for the maintenance or preservation of the equipment on the Premises. However, if any LICENSEE enters the Premises during normal business hours (Monday through Friday, excluding holidays, 7 am – 4 pm), LICENSEE must notify LICENSOR's Internal Services Department, Radio Shop (559) 600-7527 and Golden Plains USD Technology Department by calling (559) 210-5801 upon entering the Premises. If a LICENSEE enters the Premises before or after normal business hours,

LICENSEE must notify the Fresno County Sheriff's Department, dispatch at (559) 600-3111 prior to entering the Premises.

LICENSEES will permit only authorized engineers, employees or properly authorized contractors of LICENSEE, Federal Communications Commission (FCC) inspectors, or persons under their supervision to enter the Premises. LICENSEE further agrees to exercise firm control over the people requiring access to the facilities installed by that LICENSEE at this location and ensure by prior notice and training to these people that they are entering an area that may contain radio frequency radiation.

- E. RADIO FREQUENCY EXPOSURE NOTICE -- LICENSOR has licensees that have installed radio communication equipment on the Premises that generate Radio Frequency levels that may exceed OSHA ranges for personnel working in the area. Each LICENSEE acknowledges by signing this License that LICENSEE is aware of this notice by LICENSOR. Each LICENSEE agrees that its personnel, technicians or contract workers that access LICENSEE'S equipment on the Premises have been notified and trained to comply with OSHA and FCC standards for Radio Frequency Exposure.
- F. COMPLIANCE WITH OSHA AND FCC REGULATIONS -- In light of the Radio Frequency Exposure Notice shown above, each LICENSEE agrees to implement and comply with OSHA and Federal Communications Commission (FCC) regulations, advise LICENSOR of any special requirements specified by these agencies, and post in a readily observable area signage that cautions workers that enter the area or work near or around LICENSOR, LICENSEE's, or other licensee's equipment.
- G. ADDITION OF LICENSEES -- LICENSOR's Director of Internal Services/Chief Information Officer (CIO) reserves the right at any time during the term of this License to execute new license agreements with other governmental entities for use of the Tower and Shed, all subject to the County Counsel approval as to legal form, so long as such other license agreements do not unreasonably impair LICENSEES' uses of their equipment. Such additions may be made by LICENSOR without notice to or approval of each LICENSEE.

LICENSOR will notify Golden Plains of any added Licensees.

H. ADDITIONAL EQUIPMENT – Each LICENSEE desires, and LICENSOR hereby permits LICENSEE, to continue to use and maintain its Equipment at LICENSEE's own cost, including any and all related or required environmental documentation, permits and licenses, in a manner consistent with all applicable legal and regulatory requirements.

- i. In the event a LICENSEE desires to attach and install additional communication Equipment (above and beyond that which already exists on the Tower and in the Shed), or operate equipment on or nearby the Tower and Shed ("Additional Equipment"), that LICENSEE shall obtain the prior written consent of LICENSOR to install such Additional Equipment.
- ii. Each LICENSEE shall deliver for review to LICENSOR a description of the Additional Equipment that LICENSEE proposes to install, operate, and maintain within the Premises. LICENSOR shall notify that LICENSEE in writing whether LICENSOR approves the Additional Equipment. LICENSOR may withhold approval for such Additional Equipment if it determines that the capacity remaining on the Tower is needed for other purposes, or if it determines the Tower is not able to structurally support the Additional Equipment. Upon mutual written agreement by LICENSOR and a LICENSEE, LICENSOR may approve the installation and operation of the Additional Equipment upon LICENSEE paying all related costs, including structural analysis, engineering and construction costs for any work required on the Tower or for LICENSEE's Equipment to be stored in the Shed.
- iii. If the Tower is not able to structurally support the Additional Equipment requested by a LICENSEE, then that LICENSEE shall be responsible for paying all related costs necessary to structurally upgrade the Tower and Shed. That LICENSEE shall provide its structural analysis report and documentation of the Additional Equipment that they are proposing to install, results in seismic loading in

accordance with ASCE 7-10, 2013 CBC, and ANSI/TIA/EIA Standard 222-G, Structural Standards for Steel Antenna Towers and Antenna Supporting Structures to LICENSOR; after reviewing these documents, LICENSOR may at its discretion approve the installation and operation of Additional Equipment.

iv. LICENSOR will notify Golden Plains of each Additional Equipment request, and each request's approval or denial.

I. All structural analysis reports and upgrade services shall be performed by LICENSOR's choice of vendor.

J. SPACE REALLOCATION – No priority or other rights shall attach to the use of the Tower or Shed space in the Premises. LICENSOR shall have the right at any time upon giving notice thereof to reassign or reallocate Equipment. In the event that a space reallocation is made, a LICENSEE shall, within ninety (90) days of receipt of notice thereof, relocate its Equipment in conformity with said reallocation. Equipment on the Tower and in the Shed may be reassigned or reallocated if Federal, State, County, and City laws and regulations require such actions, and/or if Additional Equipment is added to the Tower or in the Shed.

K. ALTERATIONS – LICENSEES shall make no alterations, installations, changes or additions to the Premises without written consent from LICENSOR.

L. OWNERSHIP OF PROPERTY -- Except as specifically provided in this License, nothing contained in this License shall be interpreted to grant to any LICENSEE any rights of ownership to or interest in the Premises. LICENSEES shall retain ownership of their Equipment and Additional Equipment (including associated lines, hardware, software, and related equipment or fixtures), notwithstanding the fact that a LICENSEE has attached or installed any such items of Equipment to or on the Premises. LICENSOR shall not cause or otherwise allow a LICENSEE's Equipment to be encumbered by any third-party encumbrances, claims, or liens. Each LICENSEE is responsible for the licensing, operation and maintenance of its Equipment and Additional Equipment.

M. MAINTENANCE OF TOWER, SHED AND PREMISES

- i. Each LICENSEE agrees to reimburse LICENSOR for its pro-rata share of the cost of maintenance for the Tower and Shed. All items of maintenance and repair shall be included as a component of "Operation Costs," payable monthly to LICENSOR, pursuant to Section 3 of this License. Maintenance services can include, but are not limited to landscaping, pest control, roofing, painting, electrical panels for the Tower and Shed, and any preventative maintenance and repair work on apparatus on the Premises, such as maintenance on a generator.
- ii. LICENSOR shall be responsible for the structural condition of the Tower and Shed.
- iii. LICENSOR shall provide each LICENSEE with locks and/or other security entry devices that will permit only LICENSOR and that LICENSEE (and its authorized technicians) access to the Premises.
- iv. Each Party, or its respective representatives, shall be responsible for and reasonably repair any damage that it causes to the Premises, including the Equipment of any other licensees.
- v. LICENSOR shall permit each LICENSEE access to the Tower and Shed to make repairs to each LICENSEE's Equipment. In the event that any repair or maintenance work is to be performed by either Party on or around the Tower and/or Shed that might interrupt and/or disrupt another Party's Equipment, such Party shall coordinate any such work with the other licensees occupying space on the Tower and Shed in order to minimize the disruption and/or interruption to each user of the Tower and Shed.

N. ELECTRICAL POWER INTERRUPTION -- LICENSOR shall provide electrical power to the Premises, including the Tower and Shed. LICENSOR may install a back-up generator at its own expense for back-up power to the Tower and/or Shed. LICENSOR will not be responsible to any LICENSEE for any monetary loss and/or damage to the Equipment installed by a LICENSEE that may result from the loss of electrical power to the Premises.

O. ELIMINATION OF INTERFERENCE -- In the event a LICENSEE's Equipment or operation in any way hinders, obstructs, or interferes with the communication systems or electronic equipment of the LICENSOR, that LICENSEE, at its sole cost and expense, upon receipt of written notification by LICENSOR, and within thirty (30) days thereof (or immediately in the event of an emergency or where public safety requires), shall cease the interfering installation or operation. If such hindrance, interference or obstruction does not fully cease within that period, LICENSOR, in addition to its rights/remedies otherwise available under this License and controlling law, may take reasonable action to correct or eliminate the interference at the sole cost of that LICENSEE.

P. ENVIRONMENTAL – LICENSOR and each LICENSEE agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

### **SECTION 2. -- TERM**

The primary term of this License shall be for a period of eleven (11) years ("Primary Term"), commencing on the 25<sup>th</sup> day of February, 2020, and ending on the 24<sup>th</sup> day of February, 2031. Upon expiration of the Primary Term, this License shall automatically renew ("Renewal Term") for a period of eight (8) additional eleven (11) year terms, on the same terms and conditions as herein provided, unless a LICENSEE or LICENSOR provides written notice of non-renewal at least one hundred eighty (180) days prior to start of the following month to the other Party. LICENSOR's Director of Internal Services/Chief Information Officer (CIO) is hereby authorized to provide such notice of non-renewal. The Primary Term and the Renewal Term may be referred to either singularly or collectively as the "Term." In no event shall any extension of the Term of this License extend beyond ninety-nine years, on the 24<sup>th</sup> day of February, 2119.

### **SECTION 3. – OPERATION COSTS**

Each LICENSEE agrees to reimburse LICENSOR on a monthly basis for its pro-rata share of the operation costs ("Operation Costs"). Operation Costs include utility costs and maintenance costs, as described in Section 1(M)(i). Operation Costs will be paid by LICENSOR, and equally reimbursed to LICENSOR by each LICENSEE.

Miscellaneous Service Upgrades –LICENSOR or a LICENSEE may at some point be interested in buying a Miscellaneous Service Upgrade that would benefit the performance of the Tower and Shed. Miscellaneous Service Upgrades can include but are not limited to, engineering and construction costs, software updates, system upgrades, structural analysis, and any new purchase of equipment, including but not limited to back-up generators, as deemed necessary by LICENSOR for the continued maintenance and improvement of the Tower and Shed. If the LICENSOR and LICENSEE, as well as other licensees of space on the Premises agree on the Miscellaneous Service Upgrade, then the costs of the Miscellaneous Service Upgrades will be paid by LICENSOR, and equally reimbursed by LICENSEE and other Premises licensees to LICENSOR.

If LICENSOR and only one or more LICENSEE are interested in buying a Miscellaneous Service Upgrade that would benefit the performance of the Tower and Shed and the other licensees are not interested, then the LICENSOR and the agreeing LICENSEEs shall split the cost of that Miscellaneous Service Upgrade equally between them.

#### **SECTION 4. -- TAXES**

LICENSOR retains full possession of the Premises, and no LICENSEE will not acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this License, or by the exercise of the permission given herein. LICENSEEs will make no claim to any such interest, and LICENSEEs will not claim that it has or ever had an irrevocable license in the Premises. Provided however, in the event it is ever determined that a LICENSEE has a possessory interest as a result of this License, that LICENSEE agrees to pay any possessory interest tax which may be levied. In this respect, each LICENSEE understands that LICENSEE's activities are on property owned by a tax-exempt public agency, that each LICENSEE may be subject to property taxation, and that LICENSEE (the person in whom any



potential possessory interest may vest) may be subject to the payment of property taxes levied on any such interest.

**SECTION 5. -- GOVERNMENTAL COMPLIANCE AND SITE INSPECTION**

LICENSOR and LICENSEES shall each comply with all applicable federal and state laws, rules, and regulations, and all applicable local ordinances and regulations, in connection with their use of the Premises, as provided in this License. Each LICENSEE covenants that it has inspected the Premises prior to entering into this License, and accepts them as suitable for the LICENSEE's intended uses. The communication operations by each LICENSEE in connection with this License shall meet with all applicable rules and regulations of the Federal Communications Commission (FCC), Federal Aviation Agency (FAA), and any other applicable federal, state or local government codes and regulations, and this License.

**SECTION 6. -- BREACH OF OBLIGATION TO MAINTAIN**

In the event LICENSOR materially breaches its obligation to maintain or ensure legal compliance of the Premises, as provided in this License, LICENSEES shall give written notice to LICENSOR within fifteen (15) days of the discovery of the material breach. LICENSOR shall then have thirty (30) days from the date of such notice to cure its material breach, provided, however, that if the item of maintenance or compliance is of such a nature that it requires more than thirty (30) days to complete, then LICENSOR shall have such additional time as is necessary to complete such maintenance or compliance, as long as (a) LICENSOR commences work on such maintenance or compliance within said thirty (30) day period and diligently prosecutes such maintenance to completion, and (b) such additional time does not adversely affect that LICENSEE's right to use the Premises. Subject to the foregoing, if the period for cure expires and if LICENSOR has failed to cure, the each LICENSEE may, at its election terminate this License, as provided.

**SECTION 7. -- DESTRUCTION OR DAMAGE FROM CASUALTY**

If the Premises, or any part thereof is damaged or destroyed as a result of fire, earthquake, act of God, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"), then LICENSOR shall either promptly and diligently repair the damages to the

Premises at its own cost, or terminate this License as provided in Section 8. LICENSOR shall not be responsible for damage to any LICENSEE's Equipment.

- A. ELECTION TO REPAIR -- If LICENSOR elects to repair the Casualty damage to the Premises, including the Tower and Shed, or any part thereof, then LICENSOR shall within thirty (30) days after the date of Casualty provide written notice ("Notice of Repair") to LICENSEEs indicating the anticipated time required to repair. LICENSOR shall bear the cost of all repairs to the Premises, including the Tower and Shed, and LICENSEEs shall bear the cost of all repairs to their Equipment and any alterations to fixtures installed at or attached to the Tower and Shed or located on the Premises by LICENSEEs. Such repairs by LICENSOR shall restore the Premises, including the Tower and Shed, to substantially the same condition as that existing at the commencement of this License. All repairs shall also be made in compliance with all applicable federal and state laws and regulations, and all local building codes, ordinances, and regulations. LICENSOR shall not be liable to any LICENSEE for compensation or consequential damages for any loss of business, or any inconvenience or annoyance arising from repair of the Tower and Shed and/or Premises as a result of Casualty. Each LICENSEE shall be responsible at its sole cost and expense for the replacement or repair of the Equipment and any of its personal property damaged or destroyed by such Casualty.
- B. LICENSOR'S ELECTION TO TERMINATE DUE TO CASUALTY -- LICENSOR may only elect to terminate this License due to Casualty if: the Tower and Shed have been completely destroyed or substantially destroyed by said Casualty; or the estimated time to repair the Tower and Shed, exceeds sixty (60) days from the date the Casualty occurred. LICENSOR shall provide LICENSEEs with written notice of LICENSOR's election to terminate this License as provided.
- C. LICENSEE'S ELECTION TO TERMINATE DUE TO CASUALTY -- If a LICENSEE does not receive a Notice of Repair from LICENSOR within thirty (30) days after the date a Casualty occurred, or if the anticipated period of repair contained in the Notice of Repair

exceeds sixty (60) days, then each LICENSEE may elect to terminate this License as provided.

### **SECTION 8. -- TERMINATION**

This License may be terminated if any of the following occur:

- A. LICENSEEs may terminate this License if LICENSOR has materially breached any obligation as stated in Section 6, herein, of this License.
- B. Either Party to this License may terminate this License if a governmental regulatory agency prohibits or substantially restricts the use and operation of the Premises through no fault of either of the Parties to this License.
- C. Breach of Contract - LICENSOR may immediately suspend or terminate this License in whole or in part, where in the determination of the LICENSOR there is:
  - 1. An illegal or improper use of funds;
  - 2. A failure to comply with any term of this License;
  - 3. A substantially incorrect or incomplete report submitted to the LICENSOR; or
  - 4. Improperly performed services.
- D. Without Cause - Under circumstances other than those set forth above, this License may be terminated by either Party by giving thirty (30) days advance written notice of an intention to terminate to the other Party.
- E. This License is contingent on the allocation of funds by a governmental agency. Should funds not be allocated, this License may be terminated by LICENSOR at any time without penalty by giving at least thirty (30) days prior written notice to LICENSEEs.

In the event either LICENSOR or a LICENSEE chooses to terminate this License as provided herein, then: (a) written notice of such termination shall be provided to the other Party, and (b) where required by this License, such notice shall specify the reason for termination.

In case of any termination of the License by LICENSOR, LICENSOR'S County Administrative Officer or the Director of Internal Services/CIO, or one of their designees, is

authorized to provide such notice to terminate this License.

### **SECTION 9. – COMPLIANCE WITH ALL LAWS**

If any work is undertaken at the Premises by or on behalf of LICENSEES, LICENSEES shall comply with, and shall ensure compliance by all contractors and subcontractors with, all applicable laws and regulations.

In accordance with Labor Code section 1770, et seq., the Director of the Department of Industrial Relations of the State of California has determined the general prevailing wages rates and employer payments for health and welfare pension, vacation, travel time and License subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done.

Information pertaining to applicable Prevailing Wage Rates may be found on the website for the State of California – Department of Industrial Relations:

<http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable prevailing wage rates for apprentices may be found on the website for the State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.

It shall be mandatory upon the LICENSEES, LICENSEES' contractors, and upon any subcontractor to pay not less than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or mechanics employed on this public work project, including those workers employed as apprentices. Further, each contractor and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates shall be posted by the LICENSEES at the job site where it will be available to any interested party.

LICENSEES shall comply with Labor Code section 1775 and shall forfeit as a penalty to LICENSOR Two Hundred Dollars (\$200.00) for each calendar day or portions thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work done under this project by a contractor or by any subcontractor under contractor in violation of Labor Code section 1770, et seq. In addition to the penalty, the difference

between the prevailing wage rates and amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor.

Each contractor and subcontractor shall keep an accurate record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this public work project. In accordance with Labor Code section 1776, each payroll record shall be certified and verified by a written declaration under penalty of perjury stating that the information within the payroll record is true and correct and that the contractor or subcontractor has complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by its employees on this public work project. These records shall be open at all reasonable hours to inspection by the LICENSOR, its officers and agents, and to the representatives of the State of California – Department of Industrial Relations, including but not limited to the Division of Labor Standards Enforcement.

Notwithstanding the foregoing, neither this License nor either Party contemplates LICENSEEs undertaking any improvements to the Premises during the term of this License.

#### **SECTION 10. -- HOLD HARMLESS AND INDEMNIFICATION**

LICENSEEs agree to indemnify, save, hold harmless, and at LICENSOR's request defend the LICENSOR, its officers, agents and employees, from any and all costs and expenses (including attorney's fees and costs), claims, suits, liabilities, losses and damages occurring or resulting to LICENSOR in connection with the performance, or failure to perform, by LICENSEEs, their officers, agents or employees under this License, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of LICENSEEs, their officers, agents, contractors, assigns, or employees under this License.

LICENSOR agree to indemnify, save, hold harmless, and at LICENSEEs' request defend the LICENSEEs, their officers, agents and employees, from any and all costs and expenses

(including attorney's fees and costs), claims, suits, liabilities, losses and damages occurring or resulting to LICENSEES in connection with the performance, or failure to perform, by LICENSOR, its officers, agents or employees under this License, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of LICENSOR, its officers, agents, contractors, assigns, or employees under this License.

The provisions of this Section 10 shall survive the termination of this License.

#### **SECTION 11. -- INSURANCE**

Without limiting each Party's right to obtain indemnification from the other Party or any third parties, both Parties, at their sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the 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 shall be issued on a per occurrence basis. Both Parties may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this License.

B. All Risk Property Insurance – Against all risk of loss to property, at full replacement cost with no coinsurance penalty provision. Both Parties shall maintain property insurance on the Tower and Shed. Both Parties shall maintain property insurance on the real property.

C. Worker's Compensation - A policy of Worker's Compensation insurance as may be required by the California Labor Code.

D. Automobile Liability -- Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for

property damages. Coverage should include any auto used in connection with this License.

Additional Requirements Relating to Insurance:

Both Parties shall obtain endorsements to the Commercial General Liability insurance naming each other, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this License are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by each Party, its officers, agents, and employees shall be excess only and not contributing with insurance provided under each Party's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to the other Party.

Both Parties hereby waive their right to recover from the other Party, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Each Party is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but each Party's waiver of subrogation under this paragraph is effective whether or not each Party obtains such an endorsement.

Within thirty (30) days from the Effective Date of this License, each Party shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein.

As to LICENSOR, LICENSEEs shall mail the certificates of insurance to the County of Fresno, Attn: ISD License Services (L-334 333 W. Pontiac Way, Clovis, CA 93612, stating that such insurance coverages have been obtained and are in full force; that the County, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this License are concerned; that such coverage for additional insured shall apply as primary insurance and any

other insurance, or self- insurance maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under LICENSEE's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to each Party.

In the event any Party fails to keep in effect at all times insurance coverage as herein provided, then either Party may, in addition to other remedies it may have, suspend or terminate this License upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M Best Company rating of A FSC VII or better.

#### **SECTION 12. -- SURRENDER OF POSSESSION**

Upon the expiration or termination of this License, LICENSEEs shall remove the Equipment, and surrender that LICENSEE's use of the Tower and Shed to LICENSOR in such condition as existing at the commencement of this License less reasonable wear and tear, and less the effects of any Casualty as herein defined.

#### **SECTION 13. – MODIFICATION**

Any matters of this License may be modified from time to time during the Term, or its extension, by written amendment to this License signed by the LICENSOR and LICENSEEs, without in any way, affecting the remainder.

#### **SECTION 14. -- NON-ASSIGNMENT**

Neither LICENSOR or LICENSEEs shall assign or transfer this License or their rights or duties under this License, nor shall LICENSOR or LICENSEEs delegate their duties under this License without the prior written consent of the other Party to this License.

#### **SECTION 15. – LEGAL AUTHORITY**

Each individual executing this License on behalf of each LICENSEE hereby covenants, warrants, and represents: (i) that he or she is duly authorized to execute or attest and deliver this License on behalf of such entity, e.g. (without limitation), corporation, limited liability company,



limited partnership, partnership or sole proprietorship, in accordance with all applicable formalities and under California law; (ii) that this License is binding on such entity; and (iii) that LICENSEE (as applicable) is a duly organized and legally existing corporation, limited liability company, limited partnership, partnership or sole proprietorship in good standing in the State of California.

**SECTION 16. -- GOVERNING LAW**

Venue for any action arising out of or relating to this License shall only be in Fresno County, California. The rights and obligations of each Party and all interpretation and performance of this License shall be governed in all respects by the laws of the State of California.

**SECTION 17. – NOTICES**

The persons and their addresses having authority to give and receive written notices under this License include the following:

<b>LICENSOR:</b>
County of Fresno-ISD Director of Internal Services/Chief Information Officer 333 W. Pontiac Way Clovis, CA 93612 (559) 600-6200

<b>LICENSEE:</b>
See Exhibit A

All notices between the LICENSOR and the LICENSEES provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three LICENSOR business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one LICENSOR 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. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of LICENSOR business hours, then such delivery shall be

deemed to be effective at the next beginning of a LICENSOR business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

#### **SECTION 18. -- INDEPENDENT CONTRACTORS**

In performance of this License, it is mutually understood and agreed that LICENSEES, including any and all their officers, agents, and employees, will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the LICENSOR. Furthermore, LICENSOR shall have no right to control or supervise or direct the manner or method by which LICENSEES shall perform their work and function. LICENSOR retains the right to verify that a LICENSEE is performing its obligations in accordance with the terms and conditions of this License. LICENSEES and LICENSOR shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters covered by this License.

Because of its status as an independent contractor, LICENSEES shall have absolutely no right to employment rights and benefits available to LICENSOR's employees. LICENSEES shall be solely liable and responsible for providing to, or on behalf of, their employees all legally required employee benefits. In addition, LICENSEES shall be solely responsible and shall hold LICENSOR harmless from all matters relating to payment of LICENSEES' employees, including compliance with Social Security withholding, and all other regulations governing such matters. It is acknowledged that during the term of this License, LICENSOR and LICENSEES may be providing services to others unrelated to the other Party or to this License.

#### **SECTION 19. -- AUDITS AND INSPECTIONS**

LICENSEES shall at any time during business hours, and as often as the LICENSOR may deem necessary, make available to the LICENSOR for examination all of its records and data with

respect to the matters covered by this License. LICENSEEs shall, upon request by the LICENSOR, permit the LICENSOR to audit and inspect all of such records and data necessary to ensure LICENSEEs' compliance with the terms of this License. If this License exceeds ten thousand dollars (\$10,000.00), LICENSEEs shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

#### **SECTION 20. -- AUTHORITY TO EXECUTE LICENSE**

Each Party to this License represents and warrants to the other party to this License that the individual signing this License on behalf of such Party has been duly authorized to execute this License on behalf of such Party, and will, by signing this License on behalf of such Party, legally bind such party to the terms and conditions of this License. Each Party to this License further represents and warrants to the other party that no other officer, agency, or board, as applicable, is required to give its approval or consent to this License in order for such Party to authorize, enter into, and perform its obligations under this License or that if such approval or consent to this License is required, that such approval or consent has been duly obtained.

#### **SECTION 21. -- SEVERABILITY**

In the event any provisions of this License are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the parties to this License will use their best efforts to meet and confer to determine how to mutually amend such provisions with valid and enforceable provisions, and the remaining provisions of this License will nevertheless continue in force and effect without being impaired or invalidated in any way.

#### **SECTION 22. -- NO THIRD PARTY BENEFICIARIES**

Notwithstanding anything to the contrary in this License, the provisions of this License are only for the benefit of the LICENSOR and the LICENSEEs, and there are no intended third party beneficiaries of this License, including Golden Plains, or any Third Party Users.

#### **SECTION 23. -- DISCLOSURE OF SELF-DEALING TRANSACTIONS**

This provision is only applicable if a LICENSEE is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this License, a LICENSEE changes its status to

operate as a corporation. If a LICENSEE is neither a for-profit or non-profit corporation, completion of Exhibit B is not required.

Members of each LICENSEE's Board of Directors shall disclose any self-dealing transactions that they are a party to while that LICENSEE is providing goods or performing services under this License. A self-dealing transaction shall mean a transaction to which the LICENSEE is a party and in which one or more of its directors has a material financial interest. Members of LICENSEE's Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a *Self-Dealing Transaction Disclosure Form* (Exhibit B) and submitting it to the LICENSOR prior to commencing with the self-dealing transaction or immediately thereafter.

#### **SECTION 24. -- ENTIRE AGREEMENT**

This License constitutes the entire agreement between the LICENSOR and each LICENSEE with respect to the subject matter hereof and supersedes all prior agreements, negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly referenced in this License.


IN WITNESS WHEREOF, the Parties hereto have executed this License as of the Effective Date.

**LICENSEE:**

See Exhibit A

**LICENSOR:**

**COUNTY OF FRESNO**

  
Ernest Buddy Mendes, 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:

  
\_\_\_\_\_  
Deputy

FOR ACCOUNTING USE ONLY:

FUND: 1020

SUBCLASS: 10000

ORG No.: 8905

ACCOUNT No.: 7304

**Exhibit A – List of Licensees**

**LISTING OF LICENSEES AND SIGNATURE PAGES ATTACHED TO THIS LICENSE  
AGREEMENT**

<b>LICENSEE</b>	<b>ADDRESS &amp; PHONE NUMBER</b>
<b>Golden Plains Unified School District</b> Attn: Chief Business Officer	22000 W. Nevada Street San Joaquin, CA 93660 (559) 210-5807
<b>North Central Fire Protection District</b> Attn: Tim Henry, Fire Chief	15850 W. Kearney Blvd Kerman, CA 93630 (559) 275-5531

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

**LICENSEE:**

**Golden Plains Unified School District**

Anthony Hernandez  
(Authorized Signature)

Anthony Hernandez, CSD  
Print Name and Title

22000 W. Nevada St  
San Joaquin CA 93660  
Mailing Address

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

**LICENSEE:**

**North Central Fire Protection District**

  
\_\_\_\_\_

(Authorized Signature)

**Ken Abrahamian, District Board Chair**

Print Name and Title

**15850 W Kearney Blvd.**

**Kerman, CA 93630**

Mailing Address



## Exhibit B – Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno (hereinafter referred to as “County”), members of a contractor’s board of directors must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*“A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its board members has a material financial interest”*

The definition above will be utilized for purposes of completing this disclosure form.

### INSTRUCTIONS

- (1) Enter board member’s name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member’s company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation’s transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	