

LICENSE AGREEMENT

This License Agreement ("License") is dated July 18, 2023 and is between the City of Firebaugh, a political subdivision of the State of California ("Licensor"), and the County of Fresno, a political subdivision of the State of California ("Licensee").

Recitals

A. The Licensor owns real property located at 1325 O. Street, Firebaugh, CA 93622 ("Property").

B. The Licensor owns a communication tower structure ("Tower") and equipment shed ("Shed") on the Property (collectively "Premises").

C. The Licensor and the Licensee ("Parties") mutually desire to allow Licensee use of the Tower and Shed, so that the Licensee may install, maintain, and operate communication equipment on the Premises for the purpose of improving and maintaining vital health and safety communication systems.

The Parties therefore agree as follows:

Article 1

Scope of Services

1.1 **Grant of License.** The Licensor hereby grants to the Licensee a license to use the Premises to install, maintain, and operate communication equipment as outlined in Exhibit A, titled "Premise Regulations."

Article 2

No Monetary Consideration

2.1 There is no monetary consideration for this Agreement. The Parties agree that the mutual promise hereunder shall suffice as consideration.

Article 3

Term of License

3.1 **Term.** The term of this License shall be for a period of eleven (11) years ("Primary Term"), effective on August 1, 2023 and terminating on July 31, 2034, except as provided in section 3.2, "Extension," or Article 7, "Termination and Suspension," below.

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

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

8 (D) A PDF document attached to an email is effective when transmission to the
9 recipient is completed (but, if such transmission is completed outside of Licensee
10 business hours, then such delivery is deemed to be effective at the next beginning of a
11 County business day), provided that the sender maintains a machine record of the
12 completed transmission.

13 4.4 **Claims Presentation.** For all claims arising from or related to this License, nothing in
14 this License establishes, waives, or modifies any claims presentation requirements or
15 procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the
16 Government Code, beginning with section 810).

17 **Article 5**

18 **Breach of Obligation to Maintain**

19 5.1 **Breach of Obligation to Maintain.** In the event the Licensor materially breaches its
20 obligation to maintain or ensure legal compliance of the Premises, as provided in this License,
21 the Licensee shall give written notice to the Licensor within fifteen (15) days of the discovery of
22 the material breach, provided, however, that if the item of maintenance or compliance is of such
23 a nature that it requires more than thirty (30) days to complete such maintenance or
24 compliance, as long as (a) the Licensor commences work on such maintenance of compliance
25 within said thirty (30) day period and diligently prosecutes such maintenance to completion, and
26 (b) such additional time does not adversely affect that Licensee's right to use the Premises.
27 Subject to the foregoing, if the period for cure expires and if the Licensor has failed to cure, the
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1 Licensee may, at its election, terminate this License, as provided in Article 7, "Termination and
2 Suspension" below.

3 **Article 6**

4 **Destruction or Damage from Casualty**

5 6.1 If the Premises, or any part thereof is damaged or destroyed as a result of fire,
6 earthquake, act of God, or any other similar identifiable event of a sudden, unexpected, or
7 unusual nature ("Casualty"), then the Licensor shall either promptly and diligently repair the
8 damages to the Premises at its own cost, or terminate this License as provided in Article 7,
9 "Termination and Suspension" below. The Licensor shall not be responsible for damage to the
10 Licensee's Equipment.

11 6.2 **Election to Repair.** If the Licensor elects to repair the Casualty damage to the
12 Premises, including the Tower and Shed, or any part thereof, then the Licensor shall within thirty
13 (30) days after the date of Casualty provide written notice ("Notice of Repair") to the Licensee
14 indicating the anticipated time required to repair. The Licensor shall bear the cost of all repairs
15 to the Premises, including the Tower and Shed, and the Licensee shall bear the cost of all
16 repairs to their Equipment and any alterations to fixtures installed at or attached to the Tower
17 and Shed or located on the Premises by the Licensee. Such repairs by the Licensor shall
18 restore the Premises, including the Tower and Shed, to substantially the same condition as that
19 existing at the commencement of this License. All repairs shall also be made in compliance with
20 all applicable federal and state laws and regulations, and all local building codes, ordinances,
21 and regulations. The Licensor shall not be liable to the Licensee for compensation or
22 consequential damages for any loss of business, or any inconvenience or annoyance arising
23 from repair of the Tower and Shed and/or Premises as a result of Casualty. The Licensee shall
24 be responsible at its sole cost and expense for the replacement or repair of the Equipment and
25 any of its personal property damaged or destroyed by such Casualty.

26 6.3 **Licensor's Election to Terminate Due to Casualty.** The Licensor may only elect to
27 terminate this License due to Casualty if:
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1 (1) the Tower and Shed have been completely destroyed or substantially
2 destroyed by said Casualty; or

3 (2) the estimated time to repair the Tower and Shed, exceeds sixty (60) days
4 from the date the Casualty occurred.

5 The Licensor shall provide the Licensee with written notice of the Licensor's election to
6 terminate this License as provided.

7 **6.4 Licensee's Election to Terminate Due to Casualty.** If the Licensee does not
8 receive a Notice of Repair from the Licensor within thirty (30) days after the date a Casualty
9 occurred, or if the anticipated period of repair contained in the Notice of Repair exceeds sixty
10 (60) days, then the Licensee may elect to terminate this License as provided.

11 **Article 7**

12 **Termination and Suspension**

13 **7.1 Termination for Non-Allocation of Funds.** The terms of this License are contingent
14 on the approval of funds by the appropriating government agency. If sufficient funds are not
15 allocated, then the Licensee, upon at least thirty (30) days' advance written notice to the
16 Licensor, may:

17 (A) Modify the services provided by the Licensor under this License; or

18 (B) Terminate this License.

19 **7.2 Termination for Breach.**

20 (A) Upon determining that a breach (as defined in paragraph (C) below) has
21 occurred, the Licensee may give written notice of the breach to the Licensor. The written
22 notice may suspend performance under this License, and must provide at least thirty
23 (30) days for the Licensor to cure the breach.

24 (B) If the Licensor fails to cure the breach to the Licensee's satisfaction within the
25 time stated in the written notice, the Licensee may terminate this License immediately.

26 (C) For purposes of this section, a breach occurs when, in the determination of the
27 Licensee, the Licensor has:

28 (1) Obtained or used funds illegally or improperly;

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

7.3 **Termination without Cause.** In circumstances other than those set forth above, the Licensee may terminate this License by giving at least thirty (30) days advance written notice to the Licensor.

7.4 **No Penalty or Further Obligation.** Any termination of this License by the Licensee under this Article 7 is without penalty to or further obligation of the Licensee.

7.5 **Licensee's Rights upon Termination.** Upon termination for breach under this Article 7, the Licensee may demand repayment by the Licensor of any monies disbursed to the Licensor under this License that, in the Licensee's sole judgment, were not expended in compliance with this License. The Licensor shall promptly refund all such monies upon demand. This section survives the termination of this License.

Article 8

Compliance with All Laws

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

8.2 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 Licensee 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.

8.3 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>.

1 8.4 It shall be mandatory upon the Licensee, Licensee's contractors, and upon any
2 subcontractor to pay not less than the prevailing wage rates, including overtime and holiday
3 rates, to all workers, laborers, or mechanics employed on this public work project, including
4 those workers employed as apprentices. Further, each contractor and each subcontractor shall
5 comply with Labor Code sections 1777.5 and 1777.6 concerning the employment of
6 apprentices. A copy of the above-mentioned prevailing wage rates shall be posted by the
7 Licensee at the job site where it will be available to any interested party.

8 8.5 The Licensee shall comply with Labor Code section 1775 and shall forfeit as a
9 penalty to Licensor the amount of Two Hundred Dollars (\$200.00) for each calendar day or
10 portions thereof, for each worker paid less than the prevailing wage rates for the work or craft in
11 which the worker is employed for any work done under this project by a contractor or by any
12 subcontractor under contractor in violation of Labor Code section 1770, et seq. In addition to the
13 penalty, the difference between the prevailing wage rates and amount paid to each worker for
14 each calendar day or portion thereof for which each worker was paid less than the prevailing
15 wage rate shall be paid to each worker by the contractor or subcontractor.

16 8.6 Each contractor and subcontractor shall keep an accurate record showing the name,
17 address, social security number, work classification, straight time and overtime hours worked
18 each day and week, and the actual per diem wages paid to each journeyman, apprentice,
19 worker, or other employee employed by him or her in connection with this public work project. In
20 accordance with Labor Code section 1776, each payroll record shall be certified and verified by
21 a written declaration under penalty of perjury stating that the information within the payroll
22 record is true and correct and that the contractor or subcontractor has complied with the
23 requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by its
24 employees on this public work project. These records shall be open at all reasonable hours to
25 inspection by the Licensor, its officers and agents, and to the representatives of the State of
26 California – Department of Industrial Relations, including but not limited to the Division of Labor
27 Standards Enforcement.

1 8.7 Notwithstanding the foregoing, neither this License nor either Party contemplates the
2 Licensee's undertaking any improvements to the Premises during the term of this License.

3 **Article 9**

4 **Independent Contractor**

5 9.1 **Status.** In performing under this License, the Licensor, including its officers, agents,
6 employees, and volunteers, is at all times acting and performing as an independent contractor,
7 in an independent capacity, and not as an officer, agent, servant, employee, joint venturer,
8 partner, or associate of the Licensee.

9 9.2 **Verifying Performance.** The Licensee has no right to control, supervise, or direct
10 the manner or method of the Licensor's performance under this License, but the Licensee may
11 verify that the Licensor is performing according to the terms of this License.

12 9.3 **Benefits.** Because of its status as an independent contractor, the Licensor has no
13 right to employment rights or benefits available to Licensee employees. The Licensor is solely
14 responsible for providing to its own employees all employee benefits required by law. The
15 Licensor shall save the Licensee harmless from all matters relating to the payment of Licensor's
16 employees, including compliance with Social Security withholding and all related regulations.

17 9.4 **Services to Others.** The parties acknowledge that, during the term of this License,
18 the Licensor may provide services to others unrelated to the Licensee.

19 **Article 10**

20 **Indemnity and Defense**

21 10.1 **Indemnity.** The Licensor shall indemnify and hold harmless and defend the Licensee
22 (including its officers, agents, employees, and volunteers) against all claims, demands, injuries,
23 damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of
24 any kind to the Licensee, the Licensor, or any third party that arise from or relate to the
25 performance or failure to perform by the Licensor (or any of its officers, agents, subcontractors,
26 or employees) under this License. The Licensee may conduct or participate in its own defense
27 without affecting the Licensor's obligation to indemnify and hold harmless or defend the
28 Licensee.

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

4 (D) This License, and any record or data that the Licensor may provide to the
5 Licensee, is subject to public disclosure as a public record under the California Public
6 Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning
7 with section 7920.200) ("CPRA").

8 (E) This License, and any record or data that the Licensor may provide to the
9 Licensee, is subject to public disclosure as information concerning the conduct of the
10 people's business of the State of California under California Constitution, Article 1,
11 section 3, subdivision (b).

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

16 **12.4 Public Records Act Requests.** If the Licensee receives a written or oral request
17 under the CPRA to publicly disclose any record that is in the Licensor's possession or control,
18 and which the Licensee has a right, under any provision of this License or applicable law, to
19 possess or control, then the Licensee may demand, in writing, that the Licensor deliver to the
20 Licensee, for purposes of public disclosure, the requested records that may be in the
21 possession or control of the Licensor. Within five business days after the Licensee's demand,
22 the Licensor shall (a) deliver to the Licensee all of the requested records that are in the
23 Licensor's possession or control, together with a written statement that the Licensor, after
24 conducting a diligent search, has produced all requested records that are in the Licensor's
25 possession or control, or (b) provide to the Licensee a written statement that the Licensor, after
26 conducting a diligent search, does not possess or control any of the requested records. The
27 Licensor shall cooperate with the Licensee with respect to any Licensee demand for such
28 records. If the Licensor wishes to assert that any specific record or data is exempt from

1 disclosure under the CPRA or other applicable law, it must deliver the record or data to the
2 Licensee and assert the exemption by citation to specific legal authority within the written
3 statement that it provides to the Licensee under this section. The Licensor's assertion of any
4 exemption from disclosure is not binding on the Licensee, but the Licensee will give at least 10
5 days' advance written notice to the Licensor before disclosing any record subject to the
6 Licensor's assertion of exemption from disclosure. The Licensor shall indemnify the Licensee for
7 any court-ordered award of costs or attorney's fees under the CPRA that results from the
8 Licensor's delay, claim of exemption, failure to produce any such records, or failure to cooperate
9 with the Licensee with respect to any Licensee demand for any such records.

10 **Article 13**

11 **Disclosure of Self-Dealing Transactions**

12 13.1 **Applicability.** This Article 13 applies if the Licensor is operating as a corporation, or
13 changes its status to operate as a corporation.

14 13.2 **Duty to Disclose.** If any member of the Licensor's board of directors is party to a
15 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
16 "Self-Dealing Transaction Disclosure Form" (Exhibit B to this License) and submitting it to the
17 Licensee before commencing the transaction or immediately after.

18 13.3 **Definition.** "Self-dealing transaction" means a transaction to which the Licensor is a
19 party and in which one or more of its directors, as an individual, has a material financial interest.

20 **Article 14**

21 **General Terms**

22 14.1 **Modification.** Except as provided in Article 7, "Termination and Suspension," this
23 License may not be modified, and no waiver is effective, except by written agreement signed by
24 both parties. The Licensor acknowledges that Licensee employees have no authority to modify
25 this License except as expressly provided in this License.

26 14.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
27 under this License without the prior written consent of the other party.

1 14.3 **Governing Law.** The laws of the State of California govern all matters arising from
2 or related to this License.

3 14.4 **Jurisdiction and Venue.** This License is signed and performed in Fresno County,
4 California. The Licensor consents to California jurisdiction for actions arising from or related to
5 this License, and, subject to the Government Claims Act, all such actions must be brought and
6 maintained in Fresno County.

7 14.5 **Construction.** The final form of this License is the result of the parties' combined
8 efforts. If anything in this License is found by a court of competent jurisdiction to be ambiguous,
9 that ambiguity shall not be resolved by construing the terms of this License against either party.

10 14.6 **Days.** Unless otherwise specified, "days" means calendar days.

11 14.7 **Headings.** The headings and section titles in this License are for convenience only
12 and are not part of this License.

13 14.8 **Severability.** If anything in this License is found by a court of competent jurisdiction
14 to be unlawful or otherwise unenforceable, the balance of this License remains in effect, and the
15 parties shall make best efforts to replace the unlawful or unenforceable part of this License with
16 lawful and enforceable terms intended to accomplish the parties' original intent.

17 14.9 **Nondiscrimination.** During the performance of this License, the Licensor shall not
18 unlawfully discriminate against any employee or applicant for employment, or recipient of
19 services, because of race, religious creed, color, national origin, ancestry, physical disability,
20 mental disability, medical condition, genetic information, marital status, sex, gender, gender
21 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
22 all applicable State of California and federal statutes and regulation.

23 14.10 **No Waiver.** Payment, waiver, or discharge by the Licensee of any liability or
24 obligation of the Licensor under this License on any one or more occasions is not a waiver of
25 performance of any continuing or other obligation of the Licensor and does not prohibit
26 enforcement by the Licensee of any obligation on any other occasion.

27 14.11 **Entire License.** This License, including its exhibits, is the entire agreement between
28 the Licensor and the Licensee with respect to the subject matter of this License, and it

1 supersedes all previous negotiations, proposals, commitments, writings, advertisements,
2 publications, and understandings of any nature unless those things are expressly included in
3 this License. If there is any inconsistency between the terms of this License without its exhibits
4 and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first
5 to the terms of this License without its exhibits, and then to the terms of the exhibits.

6 **14.12 No Third-Party Beneficiaries.** This License does not and is not intended to create
7 any rights or obligations for any person or entity except for the parties.

8 **14.13 Authorized Signature.** The Licensor represents and warrants to the Licensee that:

9 (A) The Licensor is duly authorized and empowered to sign and perform its
10 obligations under this License.

11 (B) The individual signing this License on behalf of the Licensor is duly authorized to
12 do so and his or her signature on this License legally binds the Licensor to the terms of
13 this License.

14 **14.14 Electronic Signatures.** The parties agree that this License may be executed by
15 electronic signature as provided in this section.

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

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

26 (C) The provisions of this section satisfy the requirements of Civil Code section
27 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
28 Part 2, Title 2.5, beginning with section 1633.1).

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

5 (E) This License is not conditioned upon the parties conducting the transactions
6 under it by electronic means and either party may sign this License with an original
7 handwritten signature.

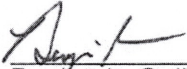
8 14.15 **Counterparts.** This License may be signed in counterparts, each of which is an
9 original, and all of which together constitute this License.

10 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this License on the date stated in the introductory clause.

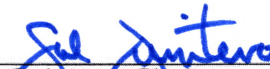
2 CITY OF FIREBAUGH

COUNTY OF FRESNO

3
4 

5 Benjamin Gallegos, City Manager

6 1133 P Street
7 Firebaugh, CA 93622



8 Sal Quintero, Chairman of the Board of
9 Supervisors of the County of Fresno

10 **Attest:**

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

14 By: 
15 Deputy

16 For accounting use only:

17 Org No.: 8905
18 Account No.: 7304
19 Fund No.: 1020
20 Subclass No.: 10000

Exhibit A

Premise Regulations

1.1 **Premises.** The Licensor acknowledges that the Licensee has independently-owned equipment ("Equipment") installed and attached to the Tower, and stored in the Shed, all located at 1325 O. Street, Firebaugh, CA 93622 ("Property"). The Licensor also acknowledges that the Licensee shall have non-exclusive use of its Equipment, as outlined in this License, and no other party may use the Licensee's Equipment on the Tower and/or Shed.

1.2 **Equipment.** The Equipment installed and attached to the Tower, and store in the Shed, is as follows:

- (A) Two (2) Chatsworth 8' by 9" racks
- (B) One (1) UHF single folded dipole
- (C) One (1) VHF single folded dipole
- (D) One (1) ubiquity 5AC 5.8 ghz radio towards Panoche
- (E) One (1) run of CAT6 shielded LAN cabling (length TBD)
- (F) One (1) telewave UHF multicoupler
- (G) One (1) telewave VHF multicoupler
- (H) Two (2) telewave UVF-UHF crossband couplers
- (I) Four (4) Motorola VHF GPW 8000 radio receivers
- (J) Two (2) UHF GPW 8000 radio receivers
- (K) One (1) run of LMR-600 cabling (length TBD)
- (L) One (1) Samplex PSR-1200 UPS
- (M) One (1) Mini-CSU 120vac rectifier plant
- (N) One (1) -48vdc battery plant (type TBD)

1.3 **Use.** The Licensor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this License, including but not limited to workers compensation, labor, and confidentiality laws and regulations. The Licensee shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this License, including but not limited to workers compensation, labor, and confidentiality laws and regulations. The Licensee shall

Exhibit A

1 inspect the Premises prior to entering into this License, and accept them as suitable for the
2 intended uses. The communication operations by the Licensee in connection with this License
3 shall meet with all applicable rules and regulations of the Federal Communications Commission
4 (FCC), Federal Aviation Agency (FAA), and any other applicable federal, state or local
5 government codes and regulations, and this License.

6 **1.4 Right of Entry.** The Licensee, or its representative, shall have the right to enter the
7 Premises at any time during the term of this License to make any alteration, repair, or
8 improvement to its Equipment mounted on the Tower or stored in the Shed that it deems
9 necessary for the maintenance or preservation of the equipment on the Premises.

10 **1.5** The Licensee shall permit only authorized engineers, employees or properly
11 authorized contractors of the Licensee, FCC inspectors, or persons under their supervision to
12 enter the Premises. The Licensee shall further agree to exercise firm control over the people
13 requiring access to the facilities installed by the Licensee at this location and ensure by prior
14 notice and training to these people that they are entering an area that many contain radio
15 frequency radiation.

16 **1.6 Radio Frequency Exposure Notice.** The Licensor has licensees that have installed
17 radio communication equipment on the Premises that generate Radio Frequency levels that
18 may exceed OSHA ranges for personnel working in the area. The Licensee acknowledges, by
19 signing this License, that it is aware of this notice by the Licensor. The Licensee agrees that its
20 personnel, technicians or contract workers that access Licensee's Equipment on the Premises
21 have been notified and trained to comply with OSHA and FCC standards for Radio Frequency
22 Exposure.

23 **1.7 Compliance with OSHA and FCC Regulations.** In light of the Radio Frequency
24 Exposure Notice shown above, the Licensee agrees to implement and comply with OSHA and
25 FCC regulations, advise the Licensor of any special requirements specified by these agencies,
26 and post in a readily observable area signage that cautions workers that enter the area or work
27 near or around the Licensor's, the Licensee's, or other licensee's equipment.
28

Exhibit A

1 1.8 **Additional Equipment.** The Licensee desires, and the Licensor hereby permits, to
2 continue to use and maintain its Equipment at the Licensee's own cost, including any and all
3 related or required environmental documentation, permits and licenses in a manner consistent
4 with all applicable legal and regulatory requirements.

5 (A) In the event the Licensee desires to attach and install additional communication
6 Equipment (above and beyond that which already exists on the Tower and in the Shed),
7 or operate equipment on or nearby the Tower and Shed ("Additional Equipment") the
8 Licensee shall obtain the prior written consent of the Licensor to install such Additional
9 Equipment.

10 (B) The Licensee shall deliver for review to the Licensor a description of the
11 Additional Equipment that the Licensee proposes to install, operate, and maintain within
12 the Premises. The Licensor shall notify the Licensee in writing whether the Licensor
13 approves the Additional Equipment. The Licensor may withhold approval for such
14 Additional Equipment if it determines that the capacity remaining on the Tower is needed
15 for other purposes, or if it determines Tower is not able to structurally support Additional
16 Equipment. Upon mutual written agreement by the Licensor and the Licensee, the
17 Licensor may approve the installation and operation of the Additional Equipment upon
18 Licensee paying all related costs, including structural analysis, engineering and
19 construction costs for any work required on the Tower of for Licensee's Equipment to be
20 stored in the Shed.

21 (C) If the Tower is not able to structurally support the Additional Equipment
22 requested by the Licensee, then the Licensee shall be responsible for paying all related
23 costs necessary to structurally upgrade the Tower and Shed. The Licensee shall provide
24 its structural analysis report and documentation of the Additional Equipment that they
25 are proposing to install, results in seismic loading in accordance with ASCE 7-10, 2013
26 CBC, and ANSI/TIA/EIA Standard 222-G, Structural Standards for Steel Antenna
27 Towers and Antenna Supporting Structures to Licensor' after reviewing these
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Exhibit A

1 documents, the Licensor may at its discretion approve the installation and operation of
2 Additional Equipment.

3 **1.9 Space Reallocation.** No priority or other rights shall attach to the use of the Tower
4 or Shed space in the Premises. The Licensor shall have the right at any time upon giving notice
5 thereof to reassign or reallocate Equipment. In the even that a space reallocation is made, the
6 Licensee shall, within ninety (90) days of receipt of notice thereof, relocate its Equipment in
7 conformity with said reallocation. Equipment on the Tower and in the Shed may be reassigned
8 or reallocated if Federal, State, County, and City laws and regulations require such actions,
9 and/or if Additional Equipment is added to the Tower or in the Shed.

10 **1.10 Alterations.** The Licensee shall make no alterations, installations, changes or
11 additions to the Premises without written consent from the Licensor.

12 **1.11 Ownership of Property.** Except as specifically provided in this License, nothing
13 contained in this Licenses shall be interpreted to grant to the Licensee any rights of ownership
14 to or interest in the Premises. The Licensee shall retain ownership of their Equipment and
15 Additional Equipment (including associated lines, hardware, software, and related equipment or
16 fixtures), notwithstanding the fact that a Licensee has attached or installed any such items of
17 Equipment to or on the Premises. The Licensor shall not cause or otherwise allow the
18 Licensee's Equipment to be encumbered by any third-party encumbrances, claims, or liens. The
19 Licensee is responsible for the licensing, operation and maintenance of its Equipment and any
20 Additional Equipment.

21 **1.12 Maintenance of Tower, Shed and Premises.** The maintenance of the Tower, Shed
22 and Premises are as follows.

23 (A) The Licensee agrees to reimburse Licensor for its pro-rata share of the costs of
24 maintenance for the Tower and Shed. All items of maintenance and repair shall be
25 included as a component of "Operation Costs", payable monthly to the Licensor, as
26 outlined in Article 2 of the License. Maintenance services can be included, but are not
27 limited to landscaping, pest control, roofing, painting, electrical panels for the Tower and
28

Exhibit A

1 Shed, and any preventative maintenance and repair work on apparatus on the Premises,
2 such as maintenance on a generator.

3 (B) The Licensor shall be responsible for the structural condition of the Tower and
4 Shed.

5 (C) The Licensor shall provide the Licensee with locks and/or other security entry
6 devices that will permit only the Licensor and that the Licensee (and its authorized
7 technicians) access to the Premises.

8 (D) Each Party, or its respective representatives, shall be responsible for and
9 reasonably repair damage that it causes to the Premises, including the Equipment of any
10 other licensee.

11 (E) The Licensor shall permit the Licensee to access the Tower and Shed to make
12 repairs to the Licensee's Equipment. In the event that any repair or maintenance work is
13 to be performed by either Party on or around the Tower and/or Shed that might interrupt
14 and/or disturb another Party's Equipment, such Party shall coordinate any such work
15 with the other licensees occupying space on the Tower and Shed in order to minimize
16 the disruption and/or interruption to each user of the Tower and Shed.

17 **1.13 Electrical Power Interruption.** The Licensor shall provide electrical power to the
18 Premises, including the Tower and Shed. The Licensor may install a back-up generator at its
19 own expense for back-up power to the Tower and/or Shed. The Licensor will not be responsible
20 to the Licensee for any monetary loss and/or damage to the Equipment installed by the
21 Licensee that may result from the loss of electrical power to the Premises.

22 **1.14 Elimination of Interference.** In the event the Licensee's Equipment or operation in
23 any way hinders, obstructs, or interferes with the communication systems or electronic
24 equipment of the Licensor, the Licensee, at its sole cost and expense, upon receipt of written
25 notification by the Licensor, and within thirty (30) days thereof (or immediately in the event of an
26 emergency or where public safety requires), shall cease the interfering installation or operation.
27 If such hindrance, interference or obstruction does not fully cease within that period, the
28 Licensor, in addition to its rights/remedies otherwise available under this License and controlling

Exhibit A

1 law, may take reasonable action to correct or eliminate the interference at the sole cost of the
2 Licensee.

3 **Environmental.** The Licensor and the Licensee agree that they will not use, generate,
4 store or dispose of any Hazardous Material on, under, about or within the Property in violation of
5 any law or regulation. "Hazardous Material" shall mean any substance, chemical or waste
6 identified as hazardous, toxic, or dangerous in any applicable federal, state or local law or
7 regulation (including petroleum and asbestos).

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Exhibit B

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), 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 directors has a material financial interest."

The definition above will be used 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.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit B

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

Exhibit C

Insurance Requirements

1. Required Policies

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

- (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 Licensor 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 License are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the Licensee is excess only and not contributing with insurance provided under the Licensor'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 License.
- (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.
- (E) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Licensor's obligations under this License, including but not limited to claims involving Cyber Risks.
- (F) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Licensor.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) **Security Breach**, which may include **Disclosure of Personal Information to an Unauthorized Third Party**; (ii) data breach; (iii) breach of any of the Licensor's obligations under Exhibit A of this License; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the

Exhibit C

Licensor's obligations under this License regarding electronic information, including **Personal Information**; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including **Security Breach** response costs; (xx) regulatory fines and penalties related to the Licensor's obligations under this License regarding electronic information, including **Personal Information**; and (xxi) credit monitoring expenses.

If the Licensor 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 Licensor signs this License, and at any time during the term of this License as requested by the Licensee's Risk Manager or the County Administrative Office, the Licensor 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 License, certificates of insurance and endorsements for all of the coverages required under this License.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the Licensee, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Licensor has waived its right to recover from the Licensee, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this License and that waiver does not invalidate the insurance policy.
- (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 License 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 Licensee shall be excess only and not contributing with insurance provided under the Licensor's policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this License.
- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this License.
- (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the Licensor's obligations under this License, including but not limited to claims involving Cyber Risks, as that term is defined in this License.

Exhibit C

- (vi) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Licensor.
- (B) **Acceptability of Insurers.** All insurance policies required under this License 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 License 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 License, the Licensor shall provide to the Licensee, or ensure that the policy requires the insurer to provide to the Licensee, 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 Licensor shall, or shall cause the insurer to, provide written notice to the Licensee 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 Licensor shall, or shall cause the insurer to, provide written notice to the Licensee not less than 30 days in advance of cancellation or change. The Licensee in its sole discretion may determine that the failure of the Licensor or its insurer to timely provide a written notice required by this paragraph is a breach of this License.
- (D) **Licensee's Entitlement to Greater Coverage.** If the Licensor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this License, then the Licensee requires and is entitled to the broader coverage, higher limits, or both. To that end, the Licensor 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 License.
- (E) **Waiver of Subrogation.** The Licensor waives any right to recover from the Licensee, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this License. The Licensor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Licensor's waiver of subrogation under this paragraph is effective whether or not the Licensor obtains such an endorsement.
- (F) **Licensee's Remedy for Licensor's Failure to Maintain.** If the Licensor fails to keep in effect at all times any insurance coverage required under this License, the Licensee may, in addition to any other remedies it may have, suspend or terminate this License upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Licensor. The Licensee may offset such charges against any amounts owed by the Licensee to the Licensor under this License.
- (G) **Subcontractors.** The Licensor shall require and verify that all subcontractors used by the Licensor to provide services under this License maintain insurance meeting all insurance requirements provided in this License. This paragraph does not authorize the Licensor to provide services under this License using subcontractors.