

LEASE AGREEMENT

THIS LEASE AGREEMENT ("LEASE") is made and entered into on December 10th, 2019, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, 333 W Pontiac Way, Clovis, CA 93612-5613, ("LESSOR") and the CITY OF FRESNO - WASTE WATER DIVISION, 5607 West Jensen, Fresno, CA 93706 ("LESSEE").

WITNESSETH:

WHEREAS, LESSEE desires to lease certain LESSOR property for the purpose of establishing, operating and maintaining a radio antenna, receiver and transmitter; and

WHEREAS, LESSOR's property described in this LEASE is not now, and will not during the period of this LEASE, be needed for County purposes.

NOW, THEREFORE, LESSOR and LESSEE agree to enter into this LEASE upon the terms and conditions as follows:

1. DESCRIPTION - LESSOR does hereby lease to LESSEE, and LESSEE does hereby lease from LESSOR, the following described space and/or facilities, in "as-is" condition, controlled by LESSOR at a location atop the Fresno County Plaza Building, 2220 Tulare St., Fresno, CA 93721 ("Premises"), for the purpose of establishing, operating and maintaining a radio antenna, receiver, and transmitter, as provided herein:
 - a) One (1) space in the location as shown on Exhibit A, attached and incorporated by this reference.
 - b) One (1) antenna-mounting position as shown on Exhibit B, attached and incorporated by this reference.
2. USE - LESSEE shall use the Premises solely for the purpose of installing, maintaining, repairing and operating the equipment, as described on Exhibit C, attached and incorporated by this reference, for the radio antenna, receiver and transmitter. LESSEE has inspected the Premises, and agrees the Premises are suitable for LESSEE'S intended use.
3. FREQUENCY - LESSEE shall have the right to use the following frequencies on the Premises:
 - Transmit 11200 MHz; Receive 11200 MHz

LESSEE shall provide not less than thirty (30) days' prior written notice to LESSOR if
LESSEE adds or changes its licensed frequencies used at the Premises.

4. **TERM AND TERMINATION** - The primary term of this LEASE shall be for a period of five (5) years, commencing on July 1, 2020, and terminating on June 30, 2025. However, this LEASE may be terminated by either party at any time by giving the other party sixty (60) days' prior written notice. In the event this LEASE is terminated by LESSOR prior to the expiration of the term, LESSEE shall be refunded the portion of the rent advanced for those months following the date in which the LEASE is terminated, and/or the date LESSEE'S equipment is removed, whichever is later. In the case of LESSOR, LESSOR's termination notice shall be signed by the County Administrative Officer or one of his/her designees.
5. **RENEWAL** - This LEASE may be renewed, and LESSEE's equipment may remain on the Premises, under the same terms and conditions described in this LEASE, after the primary term. This LEASE shall automatically be renewed each year, unless either LESSOR or LESSEE chooses not to renew, by giving prior written notice at least sixty (60) days before the expiration of this LEASE. In no event, shall this LEASE extend beyond June 30, 2030.
6. **RENT** - Rent shall be paid by LESSEE at the rate of \$335.00 per month, paid to LESSOR on or about the 1st of each month, and prorated for partial portions thereof. Rent is composed of the following standard rates for equipment and space:

A.	Vault Space	Description	Cost Per Unit	Total Cost
	1	Equipment Space	\$142.00	\$142.00
B.	Antenna	Description	Cost Per Unit	Total Cost
	1	4 Ft Antenna	\$22.00/foot	\$88.00
C.	Equipment	Description	Cost Per Unit	Total Cost
	1	Receiver	\$35.00	\$35.00
	1	Transmitter	\$71.00	\$70.00
	Total Rent/Mo			\$335.00

1 The monthly rental rate includes electrical usage. If LESSEE'S actual electricity usage exceeds
2 135kw hours per month, as determined by LESSOR, LESSOR may increase LESSEE'S rent to
3 reflect LESSOR'S additional costs incurred by the additional electrical usage.

4 7. RENT INCREASE - Beginning July 1, 2020, and on each July 1 thereafter, the rent shall
5 increase by 4% per year.

6 8. VACATING - Prior to or on the last day of the term or earlier termination of this LEASE, LESSEE
7 shall cease operation of, and remove all installed equipment and vacate the leased Premises.
8 LESSEE shall surrender Premises to LESSOR in original condition, less reasonable wear and
9 tear. Any failure by LESSEE to cease operations and vacate the Premises as provided herein
10 shall be considered an unauthorized month-to-month holdover by LESSEE, in which case the
11 LESSOR shall take the necessary steps to terminate LESSEE'S operating and occupancy. Any
12 of LESSEE's equipment remaining after termination of this LEASE, without permission of
13 LESSOR, following thirty (30) days' written notice from LESSOR and reasonable opportunity to
14 remove the equipment, shall become the property of LESSOR, and may be used or disposed of
15 as determined by LESSOR.

16 9. ORIGINAL INSTALLATION OF EQUIPMENT - Prior to installation of equipment, LESSEE shall
17 submit to LESSOR a detailed plan showing the method of installation of all equipment. LESSOR
18 shall approve this plan prior to commencement of installation of any equipment, and prior to any
19 obligation by LESSEE to pay rent.

20 10. MAINTENANCE OF PREMISES - LESSEE shall be responsible for any damage to the roof of
21 the building owned by LESSOR and occupied by LESSEE, which may be caused by LESSEE or
22 any of its agents or representatives. LESSEE agrees not to commit, suffer or permit any waste or
23 nuisance on the Premises, and not to use or permit the use of the Premises for any illegal or
24 immoral purposes. LESSEE agrees to permit the LESSOR or its agents to enter the Premises at
25 any reasonable time to inspect same. LESSEE further agrees to comply with all federal, state
26 and local laws, ordinances or other governmental regulations.

27 11. ENFORCEMENT OF THE LEASE – If, following notice and reasonable opportunity to cure, a
28 default shall be made in any of the covenants or agreements on the part of LESSEE contained in

1 this LEASE, LESSOR may, at its option, at any time after such default or breach and without any
2 further demand on or notice to LESSEE or to any other person, of any kind whatsoever, re-enter
3 and take possession of the Premises and remove all persons and property therefrom, and
4 LESSEE waives any legal remedy to defeat LESSOR'S rights and possession hereunder.

5 12. SUCCESSORS AND NON-ASSIGNMENT - The parties hereby each bind themselves, their
6 successors and assigns with respect to all covenants and conditions under this LEASE. The
7 LESSEE shall not assign or transfer its interest or obligations under this LEASE, or sub-lease
8 said Premises or any portion thereof, provide radio equipment for the use of others, or cause or
9 permit any change of any equipment installed in such Premises, without the prior written
10 approval of LESSOR. Notwithstanding the foregoing, LESSEE may grant a collateral assignment
11 of its rights under this LEASE to any lender who, as a condition to providing financing to
12 LESSEE, requests such an assignment. Said assignment shall not alter any of LESSEE'S
13 responsibilities under this LEASE, or provide any property or contract rights to the assignee
14 greater than those of the LESSEE or LESSOR.

15 13. ADMISSION TO EQUIPMENT SITE - LESSOR agrees that LESSEE shall have restricted
16 access to the tower and/or equipment room for the purpose of installing, repairing, removing,
17 replacing and maintaining LESSEE'S equipment. LESSEE will permit only authorized engineers,
18 employees or properly authorized contractors of LESSEE, Federal Communications Commission
19 (F.C.C.) inspectors, or persons under their supervision, to enter said Premises. **LESSEE'S**
20 **authorized technicians must contact County Security, provide authorized LESSEE**
21 **identification and sign the permission ledger prior to entry and when exiting the**
22 **equipment site.** LESSEE further agrees to exercise firm control over persons requiring access
23 to the equipment installed by LESSEE at this location, and ensure by prior notice and training to
24 such persons that they are entering an area that may contain radio frequency radiation.

25 14. ADDITIONAL EQUIPMENT - LESSOR grants to LESSEE the right to install additional equipment
26 subject to proper notice and approval by LESSOR. All such requests shall be memorialized in
27 writing by either the County Administrative Office or Chief Information Officer of the Information
28 Technology Services Department. LESSEE must provide to LESSOR thirty (30) days' prior

1 written notice to request installation of additional equipment. If equipment cannot be
2 accommodated, and lack thereof would substantially impair LESSEE'S ability to operate on the
3 Premises, LESSEE may terminate this LEASE.

4 15. SPACE REALLOCATION - No priority or other rights shall attach to the use of space in
5 LESSOR'S building or on the Premises. LESSOR shall have the right at any time upon giving
6 notice thereof to reassign or reallocate the amount or location of spaces for communication
7 equipment for the use of LESSEE or LESSOR. In the event that a space reallocation is made,
8 LESSEE shall, within 30 days of receipt of notice thereof, remove or relocate its equipment in
9 conformity with said reallocation. If space is required for another public agency or if a frequency
10 incompatibility that is not completely corrected as provided hereunder occurs, this LEASE shall
11 be subject to termination with LESSEE having 90 days to vacate the Premises.

12 16. ELIMINATION OF INTERFERENCE - In the event LESSEE'S installation, or operations, in any
13 way hinders, obstructs, or interferes with, the radio or electronic equipment of the LESSOR, or
14 any tenant presently occupying space at the Premises, LESSEE shall, at its sole cost and
15 expense, upon receipt of written notification, forthwith cease the interfering installation or
16 operation. Any costs incurred by the LESSOR in isolating the interference, and determined to be
17 a result of LESSEE'S radio, electronic or antenna systems, will be reimbursed to the LESSOR
18 within thirty (30) days upon receipt of billing, or this LEASE may be terminated by LESSOR. If
19 such hindrance, interference or obstruction does not fully cease within thirty (30) days after
20 receipt by LESSEE from LESSOR of the notification of the existence thereof, LESSOR shall
21 have the right to order cessation of LESSEE'S equipment as may be necessary to continuously
22 eliminate the interference. In the event of LESSEE's inability or refusal to eliminate such
23 interference, the LESSOR will immediately terminate this LEASE and evict LESSEE. Any
24 interference of the LESSOR'S electronic equipment during an emergency incident will require
25 immediate cessation of operation, transmission or further use of LESSEE'S equipment. Failure
26 to do so immediately after being notified of such interference will be grounds for immediate
27 cancellation of this LEASE, and immediate eviction.

17. COMPLIANCE WITH CODES AND STANDARDS - Installations and operations by LESSEE in connection with this LEASE shall comply with all applicable rules and regulations of the Federal Communications Commission (F.C.C.), Federal Aviation Agency (F.A.A.), and all applicable codes and regulations of the city, county and state concerned. LESSEE must post at equipment site a current copy of any and all license(s) and/or permit(s) to operate equipment and frequencies that may be required by federal, state or local regulatory agencies. Copies of all such licenses and/or permits must be provided to LESSOR. LESSEE shall label all equipment installed with LESSEE'S name and the LEASE number shown in the upper left corner of the first page of this LEASE.

RADIO FREQUENCY EXPOSURE NOTICE

LESSOR has tenants that have installed radio communication equipment atop the Plaza Building that generate Radio Frequency levels that may exceed OHSA ranges for personnel working in the area. LESSEE acknowledges by signing this LEASE that LESSEE is aware of this notice by LESSOR. LESSEE agrees that its personnel, technicians or contract workers that access LESSEE's equipment atop the Plaza Building have been notified and trained to comply with OSHA and F.C.C. standards for Radio Frequency Exposure.

COMPLIANCE WITH OSHA AND F.C.C. REGULATIONS

In light of the Radio Frequency Exposure Notice shown above, LESSEE agrees to implement and comply with OSHA and Federal Communications Commission (F.C.C.) regulations, advise LESSOR 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 LESSEE'S equipment.

LESSOR assumes no responsibility for the licensing, operation and/or maintenance of LESSEE'S equipment. LESSOR has the responsibility to carry out the terms of its F.C.C. license with respect to tower light observation and notification to F.A.A.

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2 18. INDEPENDENT CONTRACTOR - In performance of the work, duties and obligations assumed
3 by LESSEE under this LEASE, it is mutually understood and agreed that LESSEE, including any
4 and all of the LESSEE'S officers, agents, and employees will at all times be acting and
5 performing as an independent contractor, and shall act in an independent capacity and not as an
6 officer, agent, servant, employee, joint venturer, partner, or associate of the LESSOR
7 Furthermore, LESSOR shall have no right to control or supervise or direct the manner or method
8 by which LESSEE shall perform its work and function. However, LESSOR shall retain the right to
9 administer this LEASE, to verify that LESSEE is performing its obligations in accordance with the
10 terms and conditions of the LEASE.

11 LESSOR and LESSEE shall comply with all applicable provisions of law and the rules
12 and regulations, if any, of governmental authorities having jurisdiction over matters the subject
13 thereof.

14 Because of its status as an independent contractor, LESSEE shall have absolutely no
15 right to employment rights and benefits available to LESSOR'S employees. LESSEE shall be
16 solely liable and responsible for providing to, or on behalf of, its employees all legally required
17 employee benefits. In addition, LESSEE shall be solely responsible and save LESSOR harmless
18 from all matters relating to payment of LESSEE'S employees, including compliance with Social
19 Security withholding and all other regulations governing such matters. It is acknowledged that
20 during the term of this LEASE, LESSEE may be providing services to others unrelated to the
21 LESSOR or to this LEASE.

22 19. INSURANCE - LESSEE shall procure, at its own expense, and maintain for the duration of this
23 LEASE, the following described insurance coverage or comparable self-insurance against claims
24 for injuries to persons or damages to property that may arise from or in connection with the
25 LESSEE'S operation and use of these described leased Premises.

26 a. Commercial General Liability. Commercial General Liability insurance coverage with limits of
27 not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of
28

not less than Four Million Dollars (\$4,000,000), this policy shall be issued on a per occurrence basis; and

- b. 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 Lease.
- c. Technology Professional Liability (Errors and Omissions). Technology Professional Liability (Errors and Omissions) Insurance appropriate to CONTRACTOR's profession, with limits not less than Two Million Dollars (\$2,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000) aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Lease and may include, but not be limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy may provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- d. Cyber Liability. CONTRACTOR shall obtain cyber liability insurance with limits not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage shall include, but not be limited to, claims involving Cyber Risks. The cyber liability policy shall 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 CONTRACTOR.

For purposes of the technology professional liability insurance and the cyber liability insurance required under this Lease, Cyber Risks include, but are not limited to, (i) security breaches, which include disclosure of, whether intentional or unintentional, information provided by COUNTY, information provided by or obtained from any inmate, or personal-identifying information relating to any inmate, to an unauthorized third party; (ii) breach of any of CONTRACTOR's obligations under this Lease relating to data security, protection, preservation, usage, storage, transmission, and the like; (iii) infringement of intellectual property including, but

not limited to, infringement of copyright, trademark, and trade dress; (iv) invasion of privacy, including any release of private information; (v) information theft by any person or entity, whatsoever; (vi) damage to or destruction or alteration of electronic information; (vii) extortion related to CONTRACTOR's obligations under this Lease regarding electronic information, including information provided by COUNTY, information provided by or obtained from any inmate, or personal-identifying information relating to any inmate; (viii) network security; (ix) data breach response costs, including security breach response costs; (x) regulatory fines and penalties related to CONTRACTOR's obligations under this Lease regarding electronic information, including information provided by COUNTY, information provided by or obtained from an inmate, or personal-identifying information relating to any inmate; and (xi) credit monitoring expenses.

- e. Professional Liability. If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
- f. Worker's Compensation. Workers Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Lease are concerned. 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 CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

1 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
2 employees any amounts paid by the policy of worker's compensation insurance required by this
3 Lease. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may
4 be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of
5 subrogation under this paragraph is effective whether or not CONTRACTOR obtains such an
6 endorsement.

7 Within Thirty (30) days from the date CONTRACTOR signs and executes this Lease,
8 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all
9 of the foregoing policies, as required herein, to the County of Fresno, Internal Services
10 Department, Attention: Director of Internal Services/Chief Information Officer, 333 W. Pontiac
11 Way, Clovis, CA 93612, stating that such insurance coverage have been obtained and are in full
12 force; that the County of Fresno, its officers, agents and employees will not be responsible for
13 any premiums on the policies; that for such worker's compensation insurance the
14 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and
15 employees any amounts paid under the insurance policy and that waiver does not invalidate the
16 insurance policy; that such Commercial General Liability insurance names the County of Fresno,
17 its officers, agents and employees, individually and collectively, as additional insured, but only
18 insofar as the operations under this Lease are concerned; that such coverage for additional
19 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
20 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with
21 insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be
22 cancelled or changed without a minimum of thirty (30) days advance, written notice given to
23 COUNTY.

24 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
25 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or
26 terminate this Lease upon the occurrence of such event.

1 All policies shall be issued by admitted insurers licensed to do business in the State of
2 California, and such insurance shall be purchased from companies possessing a current A.M.
3 Best, Inc. rating of an FSC VII or better.

4 20. AUDITS AND INSPECTIONS - LESSEE shall at any time during business hours, and as often as
5 LESSOR may deem necessary, make available to LESSOR for examination all of its records and
6 data with respect to the matters covered by this LEASE. LESSEE shall, upon request by
7 LESSOR, permit LESSOR to audit and inspect all of such records and data necessary to ensure
8 LESSEE's compliance with the terms of this LEASE.

9 If this LEASE exceeds ten thousand dollars (\$10,000.00), LESSEE shall be subject to the
10 examination and audit of the California State Auditor for a period of three (3) years after final
11 payment under contract (Government Code Section 8546.7).

12 21. NOTICES - The persons and their addresses having authority to give and receive notices under
13 this LEASE include the following:

14 COUNTY OF FRESNO
15 Director of Internal Services/CIO
16 333 W. Pontiac Way
Clovis, CA 93612

City of Fresno – Wastewater Division
Attn: Timothy Tompsett
5607 W. Jensen Ave.
Fresno, CA 93706

17 All notices between LESSOR and LESSEE provided for or permitted under this LEASE
18 must be in writing and delivered either by personal service, by first-class United States mail, by
19 an overnight commercial courier service, or by telephonic facsimile transmission. A notice
20 delivered by personal service is effective upon service to the recipient. A notice delivered by first-
21 class United States mail is effective three LESSOR business days after deposit in the United
22 States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight
23 commercial courier service is effective one LESSOR business day after deposit with the
24 overnight commercial courier service, delivery fees prepaid, with delivery instructions given for
25 next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is
26 effective when transmission to the recipient is completed (but, if such transmission is completed
27 outside of LESSOR business hours, then such delivery shall be deemed to be effective at the
28

1 next beginning of a LESSOR business day), provided that the sender maintains a machine
2 record of the completed transmission. For all claims arising out of or related to this LEASE,
3 nothing in this section establishes, waives, or modifies any claims presentation requirements or
4 procedures provided by law, including, but not limited to, the Government Claims Act (Division
5 3.6 of Title 1 of the Government Code, beginning with section 810).

6 22. HOLD HARMLESS - LESSEE agrees to indemnify, save, hold harmless, and at LESSOR'S
7 request, defend the LESSOR, its officers, agents, and employees from any and all costs and
8 expenses, damages, liabilities, claims, and losses occurring or resulting to LESSOR in
9 connection with performance, or failure to perform, by LESSEE, its officers, agents, or
10 employees under this LEASE, and from any and all costs and expenses, damages, liabilities,
11 claims, and losses occurring or resulting to any person, firm, or corporation who may be injured
12 or damaged by the performance, or failure to perform, of the LESSEE, its officers, agents, or
13 employees under this Lease, provided LESSEE retains, and does not waive its statutory and
14 government immunities and defenses.

15 The provisions of this Section 22 shall survive termination of the LEASE.

16 23. POWER INTERRUPTION - LESSOR will not be responsible to LESSEE for any monetary loss
17 and/or damage to antennas, transmitters or any other equipment installed by LESSEE that may
18 result from the loss of electrical power to the equipment site.

19 24. POSSESSORY INTEREST TAX - LESSEE agrees to pay any possessory interest tax which
20 may be levied upon the leased property. In this respect, LESSEE understands that a leasehold
21 interest of property owned by a tax-exempt public agency may be subject to property taxation,
22 and LESSEE (the person in whom the possessory interest is vested) is subject to the payment of
23 property taxes levied on such interest.

24 25. RELOCATION ASSISTANCE WAIVER - LESSEE waives all right to which LESSEE may be
25 entitled, including eligibility for relocation assistance, under California Government Code Section
26 7260 et. seq. with regard to this LEASE.

27 26. VENUE/GOVERNING LAW - Venue for any action arising out of or related to this LEASE shall only
28 be in Fresno County, California.

1 The rights and obligations of the parties and all interpretation and performance of this
2 LEASE shall be governed in all respects by the laws of the State of California.

3 27. MODIFICATION - Any matters of this LEASE may be modified from time to time by the written
4 consent of all the parties without, in any way, affecting the remainder.

5 28. DISCLOSURE OF SELF-DEALING TRANSACTIONS. This provision is only applicable if
6 LESSEE is operating as a corporation (a for-profit or non-profit corporation) or if during the term
7 of the LEASE, LESSEE changes its status to operate as a corporation.

8 Members of LESSEE's Board of Directors shall disclose any self-dealing transactions
9 that they are a party to while LESSEE is providing goods or performing services under this
10 LEASE. A self-dealing transaction shall mean a transaction to which LESSEE is a party, and in
11 which one or more of its directors has a material financial interest. Members of the Board of
12 Directors shall disclose any self-dealing transactions that they are a party to by completing and
13 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit D and
14 incorporated herein by reference, and submitting it to LESSOR prior to commencing with the
15 self-dealing transaction or immediately thereafter.

16 29. ENTIRETY - SUCCESSION - This LEASE constitutes the entire agreement between LESSEE and
17 LESSOR with respect to the subject matter hereof, and supersedes all previous LEASE
18 negotiations, proposals, commitments, writings, advertisements, publications, and understanding of
19 any nature whatsoever unless expressly included in this LEASE.

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

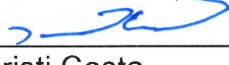
CITY:

CITY OF FRESNO

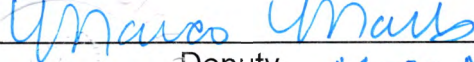

(Authorized Signature)

Timothy Tompsett Wastewater Manager
Print Name & Title

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  10/30/19
Kristi Costa Date
Deputy City Attorney

ATTEST:
YVONNE SPENCE, MMC
City Clerk

By: 
Deputy Marco Martinez
10/30/19

CITY OF FRESNO

WASTE WATER DIVISION

5607 West Jensen

Fresno, CA 93706

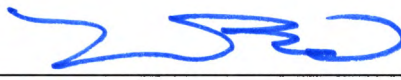
Mailing Address

FOR ACCOUNTING USE ONLY:

Fund:	0001
Subclass:	10000
ORG No.:	0415
Account No.:	3404

LESSOR:

COUNTY OF FRESNO


Nathan Magsig

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

Plaza Building
21st Floor
Communication Equipment
Center

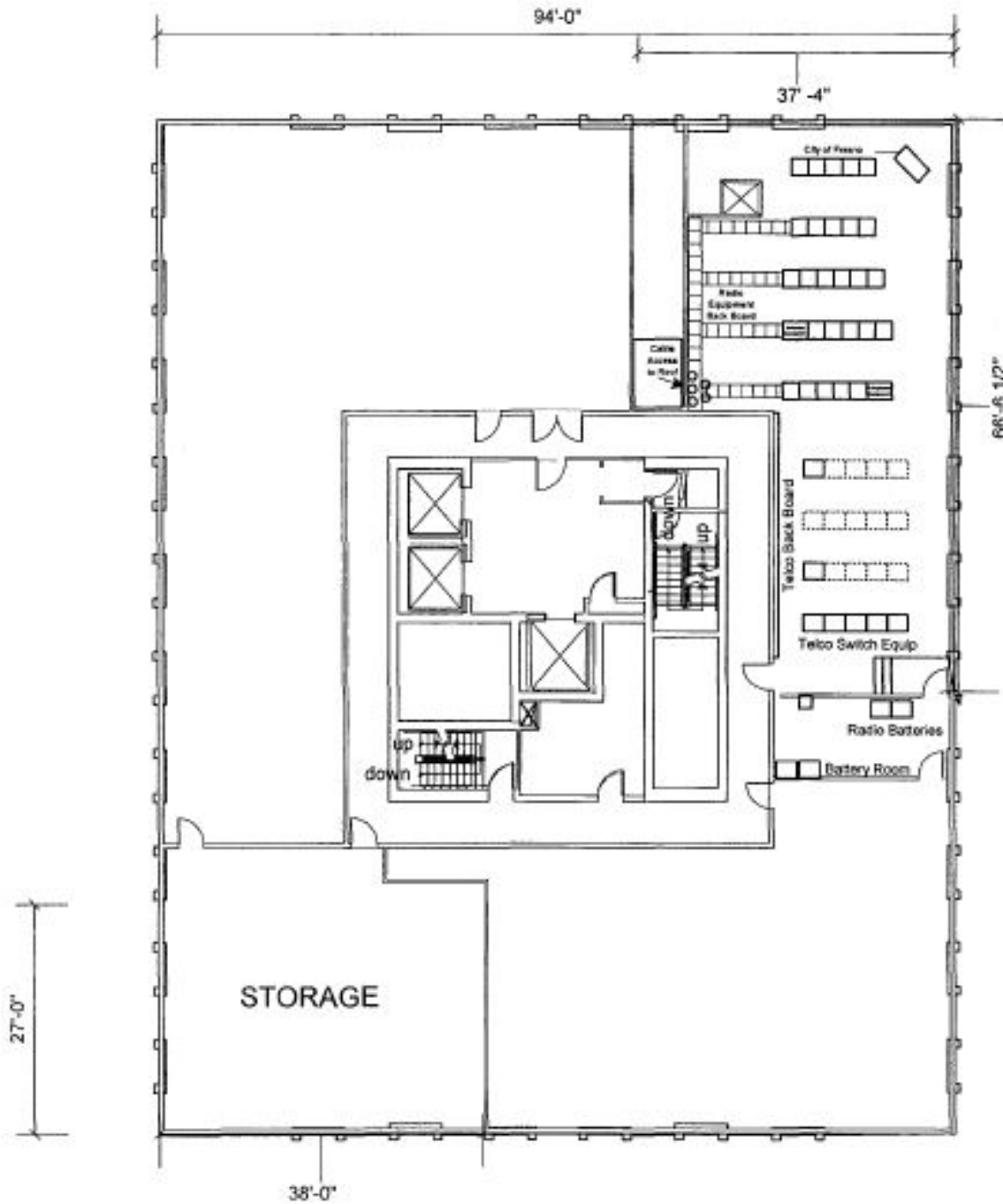
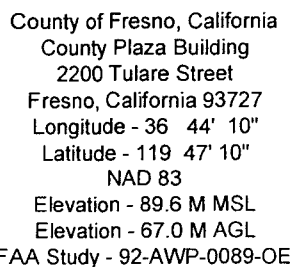


EXHIBIT "B"
AntL-050



-16-

FRESNO COUNTY PLAZA

ELECTRONIC SITE TECHNICAL INFORMATION

The following information is required to process your request to install a transmission antenna and/or for electronic equipment space at the Fresno County Plaza building. Please complete all of the information and attach additional sheets if necessary. If you have questions about the information requested, contact the County of Fresno Telecommunications Engineer at (559) 456-7527

GENERAL INFORMATION

1. Applicant Information:

Name: Mike Dottai, City of Fresno

Address: 2600 Fresno Street, Fresno

Telephone: 621-1040

Email Address: mike.dottai@fresno.gov

2. Proposed Equipment:

Digital Microwave Radio - Alcatel-Lucent - Model 9500

3. Proposed Antenna System:

Parabolic Reflector - SB4-107

4. Other Accessory Equipment, include air conditioning, special power requirements (e.g. 208, three phase):

Grounding Hardware

Antenna Pipe Mounts

Termination Panel

TECHNICAL INFORMATION

1. Transmitter Model & Type: 95MPR11-0128F30-160

2. FCC Identification Number (FCC or CORES): TBD

FCC Assigned Call sign: TBD

TECHNICAL INFORMATION (2)

3. Transmit Frequency: 11200

FCC Modulation Emission Designator: 30MOD7W Estimated Duty Cycle in %:

Output Power: 20 dBm

Authorized ERP: 85.0 dBm, calc'd 58.8 dBm

4. Receiver Model & Type: 95MPR11-0128F30-160

5. Receiver Frequency: 11200

CTCSS Code:

6. Antenna Model & type:

Parabolic Reflector - SB4-107

7. Antenna Pattern & Gain TBD

8. Transmission Line Type: LMR400 x 2

Line Length: N/A IF Cable

Line Loss: N/A IF Cable

9. Estimated Power Consumption: 200 W (-48 volts)

Emergency Power Required 8 hr backup

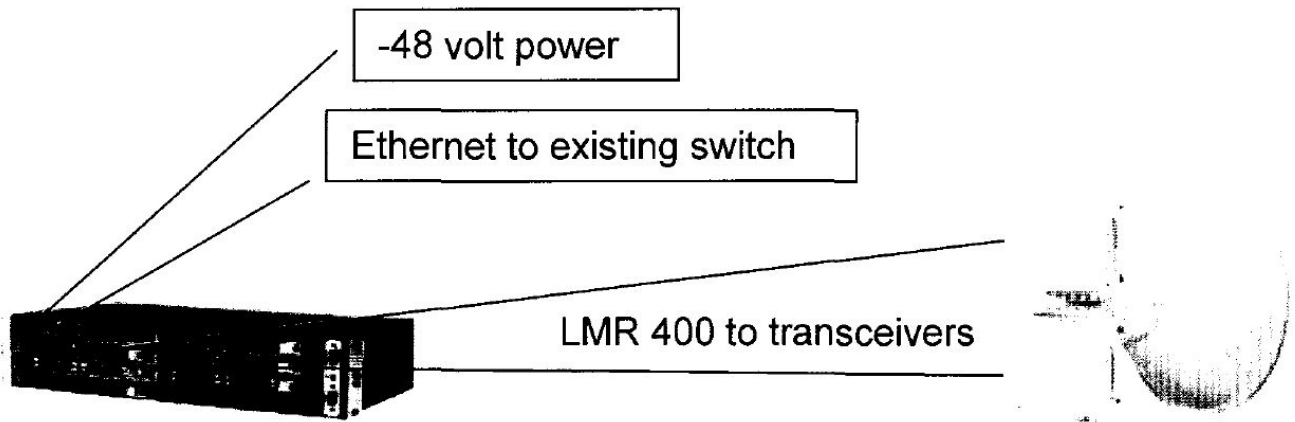
10. Equipment Floor Space Required: < 8 RU @ 19" rack

11. Antenna Space Required: 4 feet diameter

12. Other Space Requirements:

SYSTEM DIAGRAM DRAWING

13. Please draw a complete system diagram (block form) of the proposed system. Include any transmitters, receivers, cavities and isolators, transmission lines, antenna system and control networks and any other special features required for this proposed system:



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 (hereinafter referred to as "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 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).

(1) Company Board Member Information:

	Date:	

(2) Company/Agency Name and Address:

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(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

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(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

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(5) Authorized Signature

Signature		Date:	
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