

L-334 Tranquility Tower
ISD/8905

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") 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, ("LESSEE"), and Golden Plains Unified School District, 22000 Nevada Street, San Joaquin, CA 93660, ("LESSOR"). LESSOR and LESSEE shall each be referred to as a "Party," or collectively as "Parties" to this Lease.

WITNESSETH:

WHEREAS, LESSOR owns real property, located at Tranquillity High School, Golden Plains Unified School District, APN 030-150-49ST (the "Property"), which is accessible through Morton Avenue;

WHEREAS, LESSEE owns a communications tower structure and equipment shed on the Property; and

WHEREAS, LESSEE desires to Lease from LESSOR, and LESSOR desires to Lease to LESSEE the Property, which underlies LESSEE's communications tower structure and equipment shed.

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

SECTION 1. -- REAL PROPERTY

A. LEASED PROPERTY – LESSOR hereby Leases to LESSEE, and LESSEE hereby Leases from LESSOR, a tract of real property located at 6052 S. Juanche Street, Tranquillity, CA 93668, which is comprised of approximately ¼ an acre. Located on the Property is a single story 10'x15' equipment shed with composite roof and air conditioning system installed, and a single self-supporting communication tower no greater than two hundred fifty (250) feet tall (collectively the "Tower and Shed"), which were purchased by LESSEE from the Fresno County Superintendent of Schools, pursuant to a certain Sale/Purchase Agreement executed contemporaneous with this Lease.

B. PERMITTED USE – LESSOR grants to LESSEE unrestricted access over and to the

1 Property for the transmission and reception of communication signals, and the
2 installation, construction, maintenance, operation, repair, replacement and upgrade of
3 its communication fixtures and related equipment, cables, accessories and
4 improvements, which include a suitable support structure, associated antennas,
5 equipment shelters or buildings, fencing, and any other items necessary for the
6 successful and secure use of the Tower and Shed, as well as the right to soil-test,
7 survey, radio coverage test, and to conduct any other investigations needed to
8 determine if the surface and location of the Property are suitable for LESSEE's use as
9 intended by this Lease. LESSOR covenants that the Property is suitable for the
10 intended use. LESSOR understands that LESSEE intends to Lease space on the
11 Tower, and allow use of the equipment shed to other governmental entities, and grants
12 those governmental entities unrestricted access over the Property to the Tower and
13 Shed.

14 C. ALTERATIONS – LESSEE will make alterations, installations, upgrades, changes, or
15 additions in or to the Tower and Shed, provided that such changes do not materially
16 interfere with the operations of LESSOR. These alterations may include, but are not
17 limited to, installation of a back-up generator onto the Premises for back-up power to
18 the Tower and Shed.

19 D. MAINTENANCE – LESSOR shall have no obligation to maintain the Tower and Shed.
20 LESSEE shall be responsible for all maintenance and repair costs attributable to the
21 Tower and Shed.

22 E. ACCESS AND UTILITIES – LESSEE and its employees, agents, contractors, and
23 utility companies are hereby given and granted by LESSOR non-exclusive access for
24 ingress, egress, and regress to and from the Tower and Shed on a twenty-four (24)
25 hour, 7 days per week basis for the purpose of erection, installation, operation,
26 inspection, repair, maintenance, and removal of items in the Tower and Shed and other
27 necessary appurtenances. Furthermore, LESSOR agrees to grant and record an
28 easement ("Easement") to LESSEE for the purposes described above, which shall take
place within thirty (30) days of the Effective Date of this Lease, at LESSEE's cost.

1 LESSEE shall have the right, but not the obligation, to improve the Easement area by
2 grading, graveling, or paving it; provided, however that LESSEE shall be obligated to
3 repair any damage to Easement property caused by LESEE, or its employees, agents,
4 contractors, and utility companies.

5 LESSOR grants to LESSEE and to any utility company ("Utility Company" or
6 "Utility Companies") that LESSEE shall designate, a non-exclusive access for such
7 utilities ("Utility Access") as may be reasonably necessary to serve the Tower and
8 Shed over the Property. The Utility Access shall be for the installation, operation,
9 inspection, maintenance, and repair (whether by LESSEE or by LESSEE's designated
10 Utility Companies) of necessary utilities from the point of connection with the Utility
11 Companies' distribution networks to the Shed. The Utility Access shall be sufficiently
12 wide for providing the applicable utilities to the Tower and Shed. It is understood that
13 LESSEE and the Utility Companies providing services to LESSEE shall have access to
14 the leased area of the Property as necessary for the installation, operation, inspection,
15 upgrade, maintenance, and/or repair of such services. LESSOR shall advise LESSEE
16 of any Utility Company requesting access under, over, upon and/or across the
17 Property.

18 F. UTILITIES AT LESSEE'S COST – LESSEE shall be solely responsible for, and
19 promptly pay all charges for electricity, telephone service, or any other utility used or
20 consumed by LESSEE on the Property. LESSEE shall be responsible for the electrical
21 meter currently installed at the Property. All maintenance, upgrade, and repair costs
22 shall be the responsibility of LESSEE.

23 G. OWNERSHIP OF PROPERTY -- Except as specifically provided in this Lease, nothing
24 contained in this Lease shall be interpreted to grant to LESSEE any rights of ownership
25 to or interest in the Property. LESSEE shall retain ownership of the Tower and Shed
26 and all associated equipment (includes but is not limited to associated lines, batteries
27 and rectifiers, converters, transmitters, receivers, multiplexers, duplexers, racks,
28 microwave, generator, transfer switch, switchboards, and any software and electronic
hardware related equipment or fixtures) ("Equipment"), notwithstanding the fact that

1 LESSEE has attached or installed any such Equipment to or on the Property. LESSOR
2 shall not cause or otherwise allow LESSEE's Equipment to be encumbered by any
3 third party encumbrances, claims, or liens. LESSEE is responsible for the licensing,
4 operation and maintenance of its Equipment.

5 H. REMOVAL/RESTORATION – All Equipment brought onto the Property by LESSEE will
6 be, and remain, LESSEE's personal property, and at LESSEE's option, may be
7 removed by LESSEE at any time during this Lease. LESSOR covenants and agrees
8 that no part of the Tower and Shed where Equipment was erected or placed on the
9 Property by LESSEE will become, or be considered as being affixed to or a part of the
10 Property. It is the specific intention of the LESSOR that all improvements of every kind
11 and nature constructed, erected or placed by LESSEE on the Property will be, and
12 remain, the property of the LESSEE, and may be removed by LESSEE at any time
13 during the Lease.

14 I. ELECTRICAL POWER INTERRUPTION -- LESSEE shall, at its sole cost, provide
15 electrical power to the Property, including the Tower and Shed. LESSOR will not be
16 responsible to LESSEE for any monetary loss and/or damage to the equipment
17 installed by LESSEE that may result from the loss of electrical power to the Tower,
18 Shed or Property, which is not the fault of LESSOR.

19 J. ELIMINATION OF INTERFERENCE -- In the event LESSEE's equipment or operation
20 of the Tower and Shed hinders, obstructs, or interferes with the communication
21 systems or electronic equipment of LESSOR or any Third Party User, LESSEE, at its
22 sole cost and expense, upon receipt of written notification by LESSOR, and within thirty
23 (30) days (or immediately in the event of an emergency or where public safety
24 requires), shall cease the interfering installation or operation. If such hindrance,
25 interference or obstruction does not fully cease within that period, LESSOR, in addition
26 to its rights/remedies otherwise available under this Lease and controlling law, may
27 take reasonable action to correct or eliminate the interference at the sole cost of
28 LESSEE. LESSOR will not grant, after the date of the Lease, a Lease, license or any
other right to any third party for the use of the Property, if such use adversely affects or

interferes with the Tower and Shed, or the operations or rights of the LESSEE.

SECTION 2. – GOVERNMENTAL COMPLIANCE

LESSOR and LESSEE shall each 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 Property, including the Tower and Shed, as provided in this Lease. LESSEE covenants that it has inspected the Property prior to entering into this Lease, and accepts it as suitable for the LESSEE's intended uses. The communication operations by LESSEE in connection with this Lease 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 Lease.

LESSOR further covenants that the Property is in compliance with all applicable laws, ordinances and regulations, including but not limited to safety regulations, health and date of construction building codes, and that the Property shall remain in such compliance throughout the term of this Lease.

As to the Property, LESSOR and LESSEE shall comply with, and shall reasonably ensure compliance by all contractors and subcontractors they retain, with all applicable laws and regulations, including the payment of prevailing wages, pursuant to Section 1770 et.seq. of the California Labor Code.

SECTION 3. – TERM

The primary term of this Lease shall be for a period of eleven (11) years ("Primary Term"), commencing on the 25th day of February, 2020, and ending on the 24th day of February, 2031. Upon expiration of the Primary Term, this Lease 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 LESSEE provides written notice of non-renewal at least one hundred eighty (180) days prior to start of the following month to the other Party. LESSEE'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 Lease extend beyond ninety-nine

years, on the 24th day of February, 2119.

SECTION 4. – COMPENSATION

The monetary consideration for this Lease is one dollar (\$1.00) per year, paid by LESSEE annually in advance, beginning on the Effective Date, and every year thereafter on the anniversary date of this Lease.

SECTION 5. – NON-FUNDING TERMINATION

This Lease is contingent on the allocation of funds by a governmental agency. Should funds not be allocated, this Lease may be terminated without penalty by LESSEE by giving at least thirty (30) days' prior written notice to LESSOR. LESSEE shall pay to LESSOR, within forty-five (45) days after the Lease termination date, any unpaid rent due LESSOR up to the date of termination.

SECTION 6. -- INDEPENDENT CONTRACTORS

In performance of the work, duties and obligations assumed by LESSOR under this Lease, it is mutually understood and agreed that LESSOR, including any and all of the LESSOR's 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 LESSEE. Furthermore, LESSEE shall have no right to control or supervise or direct the manner or method by which LESSOR shall perform its work and function. However, LESSEE shall retain the right to administer this Lease to verify that LESSOR is performing its obligations in accordance with the terms and conditions thereof.

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

Because of its status as an independent contractor, LESSOR shall have absolutely no right to employment rights and benefits available to the employees of LESSEE. LESSOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, LESSOR shall be solely responsible and save LESSEE harmless from all matters relating to payment of LESSOR'S employees, including

1 compliance with Social Security withholding and all other regulations governing such matters.
2 It is acknowledged that during the term of this Lease, LESSOR may be providing services to
3 others unrelated to the LESSEE or to this Lease.

4 **SECTION 7. -- BREACH OF OBLIGATION TO MAINTAIN**

5 In the event LESSOR breaches its obligation to maintain the Property as provided,
6 LESSEE shall give written notice to LESSOR within fifteen (15) days of the discovery of such
7 breach. LESSOR shall then have thirty (30) days from the date of notice to cure its breach. If
8 the period for cure expires and if, in LESSEE's sole determination, LESSOR has failed to cure,
9 then LESSEE may, at its election terminate this Lease as hereinafter provided. In such case,
10 LESSEE shall have the right to demand LESSOR refund any monies which, in the judgment of
11 LESSEE, were paid to LESSOR pursuant to the Lease but which were not earned by LESSOR
12 by consequence of its breach. Upon receipt of such demand, LESSOR shall promptly refund
13 all such monies.

14 **SECTION 8. -- DESTRUCTION OR DAMAGE FROM CASUALTY**

15 If the Property is damaged or destroyed as a result of fire, earthquake, act of God, or
16 any other identifiable event of a sudden, unexpected, or unusual nature (hereinafter "Casualty"),
17 then LESSOR shall either promptly and diligently repair the damage at its own cost, or terminate
18 this Lease as hereinafter provided.

19 A. LESSOR'S Election to Repair: If LESSOR elects to repair the Casualty damage to the
20 Property, then it shall within thirty (30) days after the date of Casualty provide written
21 notice ("Notice of Repair") to LESSEE indicating the anticipated time required to repair.
22 LESSEE shall bear the cost of all repairs to the Property. LESSEE shall bear the cost to
23 repair any alterations or fixtures installed or attached thereto by LESSEE. Such repairs
24 shall restore the Property to substantially the same condition as that existing at the
25 commencement of this Lease. Such repairs shall also be made in compliance with all
26 applicable state and local building codes. LESSOR shall not be liable to LESSEE for
27 compensation for any loss of business, or any inconvenience or annoyance arising from
28 repair of the Property as a result of the Casualty except for rent reduction as hereinafter

provided. LESSEE shall be responsible at its sole cost and expense for the replacement of its personal property.

B. LESSOR'S Election to Terminate Due to Casualty: LESSOR may only elect to terminate the Lease due to Casualty if: the Property has been destroyed or substantially destroyed by said Casualty; and the estimated time to repair the Property exceeds one hundred twenty (120) days from the date of the Casualty. LESSOR shall provide LESSEE with written notice of its election to terminate within thirty (30) days after the date of Casualty.

C. Rent Reduction Due to Casualty: In the event of Casualty, LESSEE's obligation to pay the rent shall be reduced beginning on the date of the Casualty. Such reduction shall be proportional to the damage caused to the Property by the Casualty as determined by LESSEE. If LESSOR elects to repair the Property pursuant to the terms of this Lease, then the rent reduction shall continue until the date of substantial completion of repair.

D. LESSEE'S Election to Terminate Due to Casualty: If LESSEE does not receive a Notice of Repair from LESSOR within thirty (30) days after a Casualty, or if the anticipated period of repair contained in the Notice of Repair exceeds one hundred twenty (120) days, then LESSEE may elect to terminate this Lease as hereinafter provided. In such case, LESSEE shall have the right to demand that LESSOR refund any monies which, in the judgment of LESSEE, were paid to LESSOR pursuant to the Lease but which were not earned by LESSOR by consequence of the Casualty. Upon receipt of such demand, LESSOR shall promptly refund all such monies.

SECTION 9. -- TERMINATION

If, pursuant to the terms provided herein, either LESSOR or LESSEE elects to terminate the Lease, then notice of such termination shall be made in writing to the non-terminating Party. Termination may only be executed upon written mutual consent of both Parties. Such notice shall specify a date of termination not less than one hundred twenty (120) days from the date of said notice, after which this Lease shall terminate. In the case of LESSEE, the County Administrative Officer or the Director of Internal Services/CIO shall have the power to provide such notice and terminate this Lease. In the case of LESSOR, the District

1 Superintendent or the Chief Business Officer shall have the power to provide such notice and
2 terminate this Lease.

3 **SECTION 10. -- HOLD HARMLESS**

4 LESSOR agrees to indemnify, save, hold harmless, and at LESSEE's request, defend
5 LESSEE and each of its officers, agents, officials and employees from any and all costs and
6 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses
7 occurring or resulting to LESSEE in connection with the performance, or failure to perform, by
8 LESSOR, its officers, agents, or employees under this Lease, and from any and all costs and
9 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses
10 occurring or resulting to any person, firm, or corporation who may be injured or damaged by
11 the performance, or failure to perform of LESSOR, its officers, agents, or employees under the
12 Lease.

13 LESSEE agrees to indemnify, save, hold harmless, and at LESSOR's request, defend
14 LESSOR and each of its officers, agents, officials and employees from any and all costs and
15 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses
16 occurring or resulting to LESSOR in connection with the performance, or failure to perform, by
17 LESSEE, its officers, agents, or employees under this Lease, and from any and all costs and
18 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses
19 occurring or resulting to any person, firm, or corporation who may be injured or damaged by
20 the performance, or failure to perform of LESSEE, its officers, agents, or employees under the
21 Lease.

22 The Parties acknowledge that as between LESSOR and LESSEE, each is responsible
23 for the negligence of its own employees and invitees. This Section 10 shall survive expiration
24 or termination of this Lease.

25 **SECTION 11. – INSURANCE**

26 Without limiting the each Party's right to obtain indemnification from the other Party or
27 any third parties, both Parties, at their sole expense, shall maintain in full force and effect, the
28 following insurance policies or a program of self-insurance, including but not limited to, an
insurance pooling arrangement of Joint Powers Agreement (JPA) throughout the term of this

Lease:

- 1 A. Commercial General Liability - Commercial General Liability Insurance with limits of not
2 less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of
3 Four Million (\$4,000,000). This policy shall be issued on a per occurrence basis. Both
4 Parties may require specific coverages including completed operations, products
5 liability, contractual liability, Explosion-Collapse-Underground, and fire legal liability.
6 B. All Risk Property Insurance – Against all risk of loss to property, at full replacement
7 cost with no coinsurance penalty provision. Both Parties shall maintain property
8 insurance on the Tower and Shed. Both Parties shall maintain property insurance on
9 the Property.
10 C. Worker's Compensation - A policy of Worker's Compensation insurance as may be
11 required by the California Labor Code.
12 D. Automobile Liability - Comprehensive Automobile Liability Insurance with limits of not
13 less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for
14 property damages. Coverage should include any auto used in connection with this
15 Lease.

16 Additional Requirements Relating to Insurance:

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

25 Both Parties hereby waive their right to recover from the other Party, its officers, agents,
26 and employees any amounts paid by the policy of worker's compensation insurance required
27 by this Agreement. Each Party is solely responsible to obtain any endorsement to such policy
28 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 date the Effective Date of this Lease, each Party shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein.

As to LESSEE, LESSOR will mail the certificates of insurance to the County of Fresno, Attn: ISD Lease 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 Lease are concerned; that for such worker's compensation insurance the LESSOR has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self- 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 Lease 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.

A. LESSEE – Shall maintain during the term of this Lease the following policies of insurance, which coverages may be provided in whole or in part through one or more programs of self-insurance:

- i. Commercial General liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of not less

than Four Million Dollars (\$4,000,000.00). This policy shall be issued on an occurrence basis.

- ii. Property insurance covering the personal property of LESSEE.
- iii. A policy of Worker's Compensation insurance as may be required by the California Labor Code.
- iv. 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.

LESSEE shall obtain endorsements to the Commercial General Liability insurance naming LESSOR, 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 LESSOR, its officers, agents, and employees shall be excess only and not contributing with insurance provided under LESSEE's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to LESSOR.

SECTION 12. -- SURRENDER OF POSSESSION

Upon the expiration or termination of this Lease, LESSEE will surrender the Property to LESSOR in such condition as that existing at the commencement of this Lease, less reasonable wear and tear, less the effects of any Casualty as herein defined, and less the effects of any breach of LESSOR's covenant to maintain. LESSEE will not be responsible for any damage that LESSEE was not obligated hereunder to repair.

SECTION 13. -- FIXTURES

LESSOR covenants and agrees that no part of the improvements constructed, erected, or placed by LESSEE on the Property shall be or become, or be considered as being, affixed to or a part of the Property; and any and all provisions and principles of law to the contrary notwithstanding, LESSOR specifically intends to covenant and agree and does hereby

1 covenant and agree that all personal property and improvements of every kind and nature
2 constructed, erected, or placed by LESSEE on the Property shall be and remain the property
3 of LESSEE despite any default or termination of this Lease and may be removed by LESSEE
4 anytime in LESSEE's discretion, provided that LESSEE at its expense shall restore the
5 Property to its original condition as existed at the time of entering into this Lease.

6 **SECTION 14. -- RIGHT OF ENTRY**

7 LESSOR, or its representative(s), upon giving twenty-four (24) hours written notice,
8 shall have the right to enter the Property at any time during business hours, or at such other
9 time as LESSEE deems appropriate. The normal business of LESSEE or its invitees shall not
10 be unnecessarily inconvenienced. In the event of an emergency, LESSOR reserves the right
11 to enter the Property at any and all times, provided LESSOR promptly notifies LESSEE of the
12 entry as soon thereafter as is feasible.

13 **SECTION 15. -- AMENDMENT**

14 This Lease may be amended in writing by the mutual consent of the Parties without in
15 any way affecting the remainder.

16 **SECTION 16. -- SUCCESSORS**

17 This Lease shall inure to the benefit of and be binding upon the heirs, executors,
18 administrators, successors and assigns of the respective parties hereto, always providing that
19 nothing in this Section 16 shall impair any of the provisions herein above set forth prohibiting
20 assignment or other transfer of this Lease by LESSOR without the prior written consent of
21 LESSEE.

22 **SECTION 17. -- GOVERNING LAW**

23 Venue for any action arising out of or relating to this Lease shall be in Fresno County,
24 California. This Lease shall be governed by the laws of the State of California.

25 **SECTION 18. -- NOTICES**

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

28 **LESSEE:**

LESSOR:

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

Golden Plains Unified School
District
Chief Business Officer
22000 W. Nevada Street
San Joaquin, CA 93660
559-210-5807

All notices between LESSOR and LESSEE provided for or permitted under this Lease 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 LESSEE 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 LESSEE 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 LESSEE business hours, then such delivery shall be deemed to be effective at the next beginning of a LESSEE 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 19. -- AUDITS AND INSPECTIONS

At LESSEE's request, LESSOR shall at any time during business hours, and as often as the LESSEE may deem necessary, make available to the LESSEE for examination records and data with respect to the matters covered by this Lease. The LESSOR shall, upon request by the LESSEE, permit the LESSEE to audit and inspect all of such records and data necessary to ensure LESSOR'S compliance with the terms of this Lease.

If this Lease exceeds ten thousand dollars (\$10,000.00), LESSOR 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. -- DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the LESSOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the Lease, the LESSOR changes its status to operate as a corporation. If LESSOR is neither a for-profit or non-profit corporation, completion of Exhibit A is not required.

Members of the LESSOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while LESSOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the LESSOR is a party and in which one or more of its directors has a material financial interest. Members of the 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, attached hereto as Exhibit A and incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

21. -- AUTHORITY

Each individual executing this Lease on behalf of LESSOR represents and warrants that individual is duly authorized to execute and deliver this Lease on behalf of LESSOR, and that this Lease is binding upon LESSOR, in accordance with its terms. The terms of this Lease are intended by the parties as a final expression of their agreement with respect to such terms as are included in this Lease and may not be contradicted by evidence of any prior or contemporaneous agreement, arrangement, understanding or negotiation (whether oral or written).

SECTION 22. -- ENTIRE LEASE

This Lease constitutes the entire agreement between the LESSOR and LESSEE with respect to the subject matter hereof, and supersedes all prior Leases, negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly referenced in this Lease.

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

LESSOR:

**GOLDEN PLAINS UNIFIED SCHOOL
DISTRICT**

Anthony Hernandez
(Authorized Signature)

Anthony Hernandez, CSO
Print Name and Title

22000 W. Nevada St

San Joaquin, CA 93600
Mailing Address

LEASEE:

COUNTY OF FRESNO

Ernest Buddy Mendes
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:

Rose Cuyf
Deputy

FOR ACCOUNTING USE ONLY:

FUND: 1020

SUBCLASS: 10000

ORG No.: 8905

ACCOUNT No.: 7304

Exhibit A – 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).

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(1) Company Board Member Information:

Name:		Date:	
Job Title:			

(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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