

**SPRINT'S PUBLIC SECTOR  
CUSTOM NETWORK SOLUTIONS BASIC AGREEMENT**

This Custom Network Solutions Basic Agreement ("**Agreement**") is entered into as of the date of last signature below ("**Effective Date**") between Sprint Solutions, Inc., a Delaware corporation, as contracting agent on behalf of the applicable affiliated entities providing wireless telecommunications equipment and services to Customer, with an address at 2001 Edmund Halley Drive, Reston, Virginia 20191-3436 ("**Sprint**") and **County of Tulare - Visalia Courthouse**.

**BACKGROUND**

**A.** Customer owns, leases, subleases, licenses or uses real property including all or a portion of the building(s) located at the following address: **221 S. Mooney Visalia, CA 93277** (the "**Premises**").

**B.** Sprint's affiliates own or operate CDMA and iDEN wireless networks to provide wireless telecommunications services in certain geographic areas throughout the United States (the "**Services**"). Sprint is authorized to act as a contracting agent on behalf of the applicable Sprint affiliated entities providing the Services and Devices.

**C.** Customer and Sprint have entered into an agreement (the "**Service Agreement**") under which Customer purchases Services and wireless access devices for use with the Services (the "**Devices**").

**D.** Customer desires that Sprint install, operate and maintain certain in-building wireless distribution equipment to enhance the coverage of Services at the Premises.

**Project Name: County of Tulare - Visalia Courthouse 221 (CA)**  
**Project ID: EMBCA01824**

**AGREEMENT**

The parties agree as follows:

**1. Term.** The initial term of this Agreement will begin on the Effective Date and continue for 2 years ("**Initial Term**"). The Term may be extended for successive 2-year periods upon the mutual written agreement of the parties (each a "**Renewal Term**").

**2. Responsibilities of Customer.**

(a) Beginning 3 months after installation of the Equipment and continuing for the remainder of the Initial Term and any Renewal Term, Customer will purchase, activate and maintain in a Service fee generating status, a minimum of: **0** Devices ("**Purchase Commitment**") of which **0** Devices will be purchased after the Effective date. For each month Customer fails to satisfy the Purchase Commitment, Customer will pay Sprint a monthly Shortfall Fee equal to (i) the number of Devices subject to the Purchase Commitment, (ii) less the number of active Devices, (iii) multiplied by \$40 (the "**Monthly Shortfall Fee**").

(b) If this Agreement is terminated for Customer's default or convenience, pursuant to Section 10, before the end of the Initial Term or then-current Renewal Term, Customer will pay an early termination fee calculated as follows: (i) the number of Devices in the Purchase Commitment; (ii) multiplied by \$40.00, (iii) multiplied by the number of months remaining in the Initial Term or Renewal Term, as applicable, after the date of termination (the "**Early Termination Fee**").

(c) Customer will pay Sprint an engineering and connection fee ("**Connection Fee**") of **\$0.00** within 30 days following the Effective Date.

**3. License and Use.** Customer grants to Sprint a license to install, operate, maintain and remove the Equipment at the Premises. Sprint, in its sole discretion, reserves the right to repair, replace, modify and upgrade the Equipment, from time to time. Sprint will use the Premises in a manner that will not unreasonably disturb the occupancy of Customer. Customer will provide Sprint with unrestricted, escorted access to the Premises during Customer's normal business hours and at other times as mutually agreed by Customer and Sprint. Customer will provide Sprint with a contact telephone number to call 24 hours a day, 7 days a week to arrange for emergency access to the Premises. Sprint will follow Customer's reasonable security requirements for access to the Premises. Sprint will retain exclusive ownership and title of the Equipment at all times. Sprint will have no obligation to install, operate or maintain the Equipment at any Customer facilities other than the locations on the Premises.

**4. Representations and Warranties.** Customer represents and warrants that (a) it has authority to enter into this Agreement, and (b) it has the authority to grant Sprint the access and license to use the Premises as contemplated by this Agreement and Customer has obtained or will obtain all necessary permissions, consents and approvals required for installation, operation and maintenance of the Equipment.

**5. Right to Remove Equipment.** Within 60 days following the expiration or termination of this Agreement, unless otherwise agreed to in writing by the parties or as otherwise required by applicable law or regulation, Sprint may enter the Premises without recourse to legal proceedings and remove and take possession of the Equipment. Sprint may, but will have no obligation to, remove any cabling that is connected to or a part of the Equipment. Upon removal of the Equipment, Sprint will restore the Premises to substantially its original condition at the beginning of this Agreement, except for ordinary wear and tear. Customer will give Sprint at least 90 days advance written notice of Customer's intent to vacate the Premises.

**6. Assignment.** Sprint may assign this Agreement or its rights under this Agreement or sublicense the Premises to any of its subsidiaries, affiliates or successor, legal entities or to any entity acquiring all or substantially all of its assets.

**7. Utilities.** Customer, at its expense, will provide Sprint with electrical service for immediate hook-up as required for installation and operation of the Equipment. Sprint's obligation to install, operate and maintain the Equipment is contingent on access to appropriate utilities, including electrical service and a T-1 telecommunications line, if applicable, being available on an on-going basis at the Premises. Sprint will be responsible for the monthly recurring cost of telecommunications service provided via any T-1 telecommunications lines required for operation of the Equipment.

**8. Interference.** Sprint will use commercially reasonable efforts to prevent and resolve interference with Customer's equipment and systems in operation at the Premises as of the Effective Date to the extent the interference is caused by the Equipment. Sprint may discontinue operation of the Equipment until the interference is corrected or eliminated. After installation of the Equipment, if Customer installs, has installed or permits the installation of equipment at the Premises that causes interference with the Service or the Equipment or operations, the parties will negotiate in good faith to develop and implement commercially reasonable means of mitigating and eliminating the interference. If the parties are unable to mutually agree on and implement commercially reasonable means of mitigating and eliminating the interference, Sprint may terminate this Agreement and Customer will be liable for any Early Termination Fee. Sprint is not liable for any Service interruptions caused by interference created by Customer's or any third party's equipment and Customer will continue to be liable for Service charges during the period of Service interruption if such interference occurs.

**9. Insurance.** Prior to the installation of the Equipment and during the Initial Term and any Renewal Terms, Sprint will maintain the following insurance coverage: (a) Workers' Compensation Insurance in accordance with the laws of the state where the Premises are located or any other applicable jurisdiction; (b) General Liability Insurance (Broad Form Liability Endorsement) on an occurrence basis with a minimum combined single limit for Personal Injury, Property Loss and Damage, Contractual and Independent Contractor of not less than \$1,000,000 per occurrence; (c) Business Automobile Liability Insurance with combined Single Limit Liability of not less than \$1,000,000, which will include owned, hired and non-owned automobiles. The policies for the General Liability insurance coverage will be primary and noncontributory to any similar insurance or self-insurance that Sprint maintains and must, upon written request of Customer, name the Customer as an additional insured. Customer may access certificates of insurance or the memorandum of insurance for Sprint at the following Internet address: <http://www.sprint.com/MoiNextel>.

**10. Termination.** (a) Sprint may terminate this Agreement as follows:

- (1) before or during installation of the Equipment with at least 10 days written notice, if Sprint encounters unanticipated site conditions that were not apparent during Sprint's site survey(s) of the Premises which result in a material increase in the installation cost to Sprint or have an adverse impact on Sprint's cost or ability to install, operate and maintain the Equipment;
- (2) by sending written notice to Customer if the Equipment causes signal interference in accordance with Section 8 that cannot be cured through the use of commercially reasonable efforts;
- (3) if Sprint is unable to access and use the Equipment or the Premises due to an action of the Federal Communications Commission, such as a take back of channels or change in frequencies; or, if after use of commercially reasonable efforts, Sprint cannot obtain or maintain any license, permit or other approval required to be obtained by Sprint and necessary for the installation, operation and maintenance of the Equipment;
- (4) for any reason or no reason with 60 days advance written notice to Customer, provided that if Sprint exercises this right to such termination, Sprint waives its right to collect and Customer will not be obligated to pay an Early Termination Fee;
- (5) if Customer fails to pay any amount owed when due and then fails to make such payment within 10 days after receipt of written notice; or
- (6) if Customer materially defaults in the performance of any of its other duties or obligations under this Agreement, including failure to fulfill the Purchase Commitment or a default resulting from any Customer representation, warranty or covenant being false, incorrect or untrue in any material respect and such default is not cured within 30 days after Customer's receipt of Sprint's written notice.

(b) Customer may terminate this Agreement as follows:

- (1) for any reason or no reason upon at least 60 days written notice subject to Customer's payment of any applicable Monthly Shortfall Fee and/or Early Termination Fee;
- (2) if Sprint materially defaults in the performance of any of its duties or obligations under this Agreement, and which default is not substantially cured within 30 days after Sprint's receipt of written notice specifying such default. Customer will not be liable for the Early Termination Fee if this Agreement is terminated by Customer under this Section 11(b)(2); or
- (3) upon reasonable prior written notice in the event that Customer does not receive annual appropriations required to fulfill its financial obligations under this Agreement.

**11. Maintenance.** Sprint will repair and maintain the Equipment and any other improvements installed by Sprint at the Premises in a good operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the negligent or intentional acts or omissions of Customer, its agents or employees or contractors, Customer will promptly reimburse Sprint for the reasonable costs incurred by Sprint to restore the damaged Equipment to operational condition. Customer will maintain and repair all other portions of the Premises in proper operating and safe condition.

**12. Limitations and Condition of Liability.** (a) Sprint does not assume and will have no liability under this Agreement for (i) failure to install the Equipment within a specified time period; or (ii) unavailability or non-operation of the Equipment.

(b) Without limiting the foregoing, Sprint's sole liability for service disruption resulting from the unavailability or non-operation of the Equipment, regardless of the cause, is limited to the applicable remedies and subject to the limitations provided for under the Service Agreement for service disruptions.

(c) In the case of any and all other claims that may arise under this Agreement, in no event is Sprint liable for any consequential, incidental, punitive, special or other indirect damages caused by its negligence or otherwise, nor for economic loss, cost of cover, loss of use of equipment or facilities, cost of re-procurement, arising from or relating to Sprint's performance or non-performance under this Agreement, including, without limitation, any service disruption. In no event is Customer liable for any consequential, incidental, punitive, special or other indirect damages caused by its negligence or otherwise.

**13. Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid or when sent via overnight delivery. Notices to Sprint will be sent to: Sprint In-building Contracts, Mailstop: KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, KS 66251, with copies to: Sprint Solutions, Inc., c/o Vice President Custom Network Solutions, 2003 Edmund Halley Drive, Reston, VA 20191, and to Sprint, Director – Public Sector, Legal Department, Mailstop VARESP0401-A4166, 2001 Edmund Halley Drive, Reston, VA 20191. Notices to Customer will be sent to the Customer representative below at the first address shown on page 1. Notice addresses may be changed by giving notice as provided in this Section.

**14. Compliance with Laws.** Customer represents and warrants that the Premises and all improvements are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities applicable to Customer's and Sprint's use of the Premises. Sprint will comply with all applicable laws relating to its performance of this Agreement.

**15. Miscellaneous.** (a) This Agreement is governed by the laws of the state in which the Premises are located, without regard to its choice of law principles. (b) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings by and between the parties. (c) Any amendments to this Agreement must be in writing and executed by both parties. (d) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of that provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. (e) The failure by either party, at any time to require the performance by the other of the provisions of this Agreement will not affect in any way the right to require performances at any later time. (f) No waiver by either party of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision of this Agreement. (g) The parties agree that the Service Agreement is an independent and separate agreement undertaken by the parties and to the extent there is any conflict or inconsistency between this Agreement and the Service Agreement with regard to the Purchase Commitment, the terms of this Agreement will govern.

Each party has caused this Agreement to be executed by its authorized representative.

~~SPRINT SOLUTIONS, INC.~~

Signature

Name

Title

Date

County of Tulare - Visalia Courthouse

Signature

Name

Title

Date

LET ROWEN AGO TO TOLAR:  
COUNTY COUNSELL

By Clara O. L.B.  
Deputy 1-4-09