



AIMS K-12 College Prep Charter District

Finance Committee Monthly Meeting

Date and Time

Thursday March 12, 2020 at 6:00 PM PDT

Location

171 12th Street, Oakland Ca. 94607

AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510) 220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
Opening Items			
A. Call the Meeting to Order			
B. Record Attendance and Guests			2 m

	Purpose	Presenter	Time
C. Public Comment on Non-Action Items			10 m
<p>Public Comment on Non-Action Items is set aside for members of the Public to address the items on the Committee's agenda prior to each agenda item. The Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. <u>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section).</u></p>			
D. Public Comment on Action Items			10 m
<p>Public Comment on Action Items is set aside for members of the Public to address the items on the Committee's agenda prior to each agenda item. The Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. <u>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section).</u></p>			
II. Non-Action Items			6:22 PM
A. Finance Checklist Review	Discuss	Katema Ballentine	5 m
B. ATM & Cell Tower Contract Review	Discuss	Katema Ballentine	5 m
III. Action Items			6:32 PM
A. Facility Use Agreement for AIMS	Vote	Marisol Magana	5 m
B. EBMUD Notice - Private Sewer Lateral Certificate	Vote	Marisol Magana	5 m
C. Schoolmint Re-enrollment forms	Vote	Marisol Magana	
D. Surplus and Obsolete (Resolution)	Vote	Katema Ballentine	5 m
E. Auditor Selection Form	Vote	Katema Ballentine	5 m
F. Authorization of Payroll during school closure	Vote	Katema Ballentine	5 m
G. Out of Country Travel - HS Senior Trip	Vote	Chaniel Clark	5 m
H. High School Renovation (Painting, etc.)	Vote	Maurice Williams , Marisol Magana	5 m

	Purpose	Presenter	Time
I. Bay Area Community Resources - Amended Contract	Vote	Marisol Magana	5 m
J. Power School Licenses for 2020/2021	Vote	Marisol Magana	5 m
IV. Closed Session			7:17 PM
A. Public Comment on Closed Session Items	FYI		10 m
<p>Public Comment on Closed Session Items is set aside for members of the Public to address the items in this section prior to closed session. The Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. <u>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section).</u></p>			
B. Recess to Closed Session	FYI		
<p>Closed Session Items:</p> <ol style="list-style-type: none"> 1. Conference with Real Property Negotiators (Gov. Code Section 54956.9) 2. Conference with Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9) 			
C. Reconvene from Closed Session	Vote		2 m
<p>Roll Call</p>			
D. Report from Closed Session	FYI		3 m
V. Closing Items			7:32 PM
A. Items For Next Agenda	FYI		
<p>-</p> <p>-</p> <p>-</p> <p>-</p>			

	Purpose	Presenter	Time
B. Adjourn Meeting	Vote		
C. NOTICES	FYI		

The next regular meeting of the Board of Directors is scheduled to be held March 17, 2020, @ 6:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510)220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

I, _____ hereby certify that I posted this agenda at the AIMS Campus 171 12th street, Oakland, CA 94607 on, _____, at _____ PM.

Certification of Posting

Coversheet

Finance Checklist Review

Section: II. Non-Action Items
Item: A. Finance Checklist Review
Purpose: Discuss
Submitted by:
Related Material: American Indian Model Schools Final Checklist.docx
AIMS Board Cover sheet Finance Committe Checklist Review (1).pdf

American Indian Model Schools 2019-2020 Fiscal Year

- Fiscal Monthly Close Update**
- Monthly Cash Flow Statement**
- New Fiscal Procedure/Policy Review**
- Special Program Funding Update:**
 - Federal Funding
 - Measure G1
 - ASES: Afterschool School Education and Safety
 - Nutrition Services
- Scheduled Fiscal Reporting**
- LCAP Advisory Committee Input/Request(s)**
- School Site Meetings Input/Request(s)**



Out of State/Country Travel *(Per Board Policy)*



AIMS Board Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?

Coversheet

ATM & Cell Tower Contract Review

Section: II. Non-Action Items
Item: B. ATM & Cell Tower Contract Review
Purpose: Discuss
Submitted by:
Related Material: ATM Full Lease File Wellsfarfo (1).pdf
ATM Wells fargo Contrat Memo March 2020 board meeting (1).docx
Cell Tower Amendment (4) (1).pdf
Cell Tower Lease AT&T (1).pdf
AIMS Board Cover sheet ATM and Cell Tower Rental Review.pdf



Wells Fargo & Co.
Corporate Properties Group
Attn: Lease Admin/Cynthia Burns
MAC D1086-300
550 S. Tryon St., 30th Floor
Charlotte, NC 28202
E: LeaseRRP@WellsFargo.com

April 27, 2017

American Indian Model Schools
Attn: Landlord
171 12th Street
Oakland, CA 94607

By FedEx Overnight Delivery

Re: Wells Fargo's "Living Will" & Lease Agreement (as amended, if amended) between Landlord and Wells Fargo for 171 12th St, Oakland, CA (collectively, the "Lease") - BE #198473

Dear Landlord:

As you may be aware, all large financial services companies, including Wells Fargo, are required by federal law to file a resolution plan (sometimes called a "living will") with federal regulators to ensure the orderly resolution of the company's assets in case of material financial distress or failure.

In general, federal law already provides federal regulators the means to resolve a financial company's assets in case of insolvency. For example, applicable law grants the FDIC the right to enforce a lease against a landlord even if the lease includes remedies for tenant insolvency. Even so, the federal guidance document for financial institution resolution plans provides that financial companies must modify their leases to incorporate terms precluding the automatic termination of a lease in case of insolvency. Therefore, to comply with the guidance document we have crafted proposed Resolution & Recovery terms for inclusion in our Lease, which are enclosed with this letter as Exhibit A.

To assist us in complying with federal requirements, we respectfully request that you sign this letter below indicating your agreement to amend the Lease to include the proposed Resolution & Recovery terms. After signing, please return the signed letter to us at the above address (a scanned PDF sent to the above email address also is acceptable). Since we are attempting to modify thousands of leases in a short time frame, we are grateful for your prompt attention to this matter.

You may receive more than one letter if you have more than one lease with us. If so, we apologize in advance, but if you will let us know, we will designate one point of contact to work with you on all leases.

If you have any questions, please email LeaseRRP@WellsFargo.com and someone will be in touch with you shortly. Thank you for helping us comply with our federal regulatory requirements.

Very truly yours,

Cynthia J. Burns
Lease Management Operations Manager
Corporate Properties Group

Accepted & Agreed this 20 day of July 2017

Landlord: American Indian Model Schools

By: [Signature]

Signer Name: Steven Leung

Title: Board President

Contract# A00019847320000



Corporate Properties Group
MAC A0109-112
333 Market Street
11th Floor
San Francisco, CA 94105

Via: Fedex Overnight Mail
maya.woods-cadiz@aimschools.org
(510) 893-0345 fax

January 12, 2015

Ms. Maya Woods-Cadiz
American Indian Model Schools
171 12th Street
Oakland, CA 94607
(510) 893-8701

Re: Renewal Option
12th & Madison ATM
171 12th Street
Oakland, CA 94607
BE #198473 L200

Dear Maya:

Please accept this letter as formal notice that Wells Fargo Bank, N.A., hereby elects to exercise its option to extend as set forth under Section 4, Renewal Option, of the Amendment to ATM Lease dated November 17, 2009 between American Indian Model Schools, successor to Lumbee Holdings, LLC and Wells Fargo Bank, N.A. The extended term will commence August 1, 2015 and expire July 31, 2020.

Should you have any questions, please do not hesitate to contact me.

Best regards,

A handwritten signature in blue ink, appearing to read "Lan P. Lee".

Lan P. Lee
Lease Negotiator
Corporate Properties Group
(415) 894-3233
(415) 894-3240 fax

Together we'll go far



AMENDMENT TO ATM LEASE
Landlord: Lumbee Holdings, LLC
Tenant: Wells Fargo Bank
ATM Facility at 171 12th Street, Oakland, CA 94607
BE # 198473

This Amendment to ATM Lease ("Amendment") is made as of November 17, 2009, by and between **LUMBEE HOLDINGS, LLC**, a Nevada limited liability company, successor to **BARCLAYS PLAZA ASSOCIATES**, California limited partnership, as landlord ("Landlord"), and **WELLS FARGO BANK, N.A.**, a national banking association, as tenant ("Tenant"), with reference to the following:

RECITALS

A. Landlord is the present landlord and Tenant is the present tenant, under that certain ATM Lease dated as of October 10, 1997 (the "Original Lease") relating the premises ("Premises") located within that certain building and adjoining lands (collectively the "Property") commonly known as Wells Fargo Plaza, 171 12th Street, Oakland, California (the "Premises"). The Premises are more particularly described in Exhibit A to the Original Lease. The Premises comprises approximately 130 square feet and is more particularly described in Exhibit A to the Original Lease. The Premises is used by Tenant for the installation and operation of automatic teller machines and related facilities (collectively the "ATM Facilities").

B. The Original Lease was previously modified by that certain Amendment to ATM Lease dated June 14, 2000 (the "First Amendment"). The Original Lease as amended by the First Amendment is hereinafter collectively referred to as "Lease".

C. Currently, the term of the Lease ("Term") is set to expire on July 31, 2010.

D. Landlord and Tenant now desire to further amend the Lease to extend the term for a period of five (5) years, grant Tenant an additional extension option and modify the rent to be paid by Tenant during any future extensions and make certain other modifications, subject to the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual benefits to be achieved hereunder, Landlord and Tenant agree as follows:

1. Recitals and Definitions. The foregoing recitals (including the definitions contained therein) are hereby incorporated herein by this reference. Any capitalized terms used but not defined herein shall have the same meaning given such terms in the Lease.

2. Extension of Term. Subject to all of the terms and conditions set forth in this Amendment, Landlord and Tenant hereby agree that the Term of the Lease shall be extended for a period of five (5) years commencing on August 1, 2010 and expiring on July 31, 2015 (the "Extension Term"). All of the terms and conditions set forth in the Lease shall apply during the Extension Term, except that the amount of monthly rent to be paid during the Extension Term shall be as set forth in Section 3.

3. Monthly Base Rent During the Extension Term. Notwithstanding any provision in the Lease to the contrary, commencing on August 1, 2010, and on the first day of each calendar month thereafter during the Extension Term, Tenant shall pay Landlord monthly rent in the amount of \$1,500.00 per month.

4. Renewal Option. Notwithstanding the foregoing extension of the Lease for the Extension Term, Landlord agrees and acknowledges that Tenant still has one option remaining under Section 5 of the Original Lease (the "Renewal Option") to further extend the Term for a period of five (5) years. The Renewal Option shall extend the Lease for the five year period commencing on August 1, 2015 and ending July 31, 2020 (the "Option Term"). Tenant shall exercise the Renewal Option, if at all, in the same manner and subject to the same terms and conditions set forth in Section 5 of the Original Lease. Upon the timely exercise of the Renewal Option the Term shall be automatically extended for an additional five (5) year period on the same terms and conditions as set forth in the Lease, except that the monthly rent to be paid by Tenant during such extension shall be as set forth in Section 5 below.

5. Monthly Base Rent During the Option Term. Notwithstanding any provision in the Lease to the contrary (including without limitation Section 7 of the Original Lease), in the event Tenant timely and properly exercises the Renewal Option, then commencing on August 1, 2015, and on the first day of each calendar month thereafter during the Option Term, Tenant shall pay Landlord monthly rent in the amount of \$1,725.00 per month.

6. Notices. Any notices to be sent to Tenant hereunder shall be sent to Tenant as follows:

With a Copy To:

Wells Fargo Bank, N.A. Corporate Properties Group 333 Market Street, 11th Floor MAC# A0109-111 San Francisco, CA 94105 Fax: 415-894-3168 Attention: Lease Administration BE# 198473	Wells Fargo Bank, N.A. Corporate Properties Group 333 Market Street, 11 th Floor MAC# A0109-112 San Francisco, CA 94105 Fax: 415-894-3240 Attention: Lease Negotiations BE# 198473
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7. Representations and Warranties. Each party hereby represents and warrants to the other party as follows:

a. Full Capacity. Each person signing this Amendment has the full capacity and authority to act on behalf of the party for whom he or she purports to act, and that such party has the estate in the Building and/or Lease which he or she purports to hold.

b. Due Execution. The individuals executing this Amendment on behalf of Landlord and Tenant, respectively, represent and warrant to each other that each of them have the right, power, legal capacity and authority to execute this Amendment and to bind the party for whom they are signing.

c. No Defaults. Landlord represents that, to the best of Landlord's current actual knowledge, Tenant is not in default in the performance of any of its obligations under the


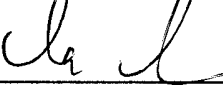

Lease nor does there presently exist any fact or circumstance that, with the passage of time or the giving of notice, would constitute such a default by Tenant under the Lease.

8. **Miscellaneous.** This Amendment is not a novation, nor is it to be construed as a release or waiver of any rights set forth in the Lease. Except as modified hereinabove, all other terms, provisions and conditions set forth in the Lease remain in full force and effect. If any provision of the Lease or this Amendment or the application of any such provision therein shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of the Lease and this Amendment and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated. In the event of any conflict between the terms of the Lease and the terms of this Amendment, the parties agree that the terms of this Amendment shall govern and control.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Amendment as of the first date set forth hereinabove.

“Tenant”

“Landlord”

WELLS FARGO BANK, N.A., a national banking association,		LUMBEE HOLDINGS, LLC, Nevada limited liability company
By: <u></u>		By: <u>Dr. Ben Chauis</u>
Its: <u>Asset Manager</u>		Its: <u>CEO</u>
By: <u></u>		By: <u></u>
Its: <u>VP</u>		Its: <u>1</u>
Date: <u>1/8/10</u>		Date: _____



Corporate Properties Group
633 Folsom Street, 6th Floor
San Francisco, CA 94107

(415) 396-3029

January 6, 2005

Terry Moyer
Barclay's Plaza Associates
1000 Marina Village Parkway, Suite 100
Alameda, CA 94501
(510) 769-0300
(510) 769-7705 fax
RE: 171 12th St. ATMs OAKLAND
Via Certified Mail and Facsimile

Dear Terry,

Hope you are well. This letter is to notify you that Wells Fargo does hereby exercise its five year option to renew per paragraph 5 of our lease dated October 10, 1997. The term shall now expire on July 31, 2010. Effective August 1, 2005 the base rent shall be increased from \$1,100 per month to \$1,300 per month.

Please acknowledge your receipt of this letter by signing below, and returning to me via fax at (415) 396-7659. Thanks again for your assistance.

Sincerely,

David Danis
Vice President

Receipt Acknowledged:

Barclay's Plaza Associates
Terry Moyer, SR 1/6/05
Landlord Date

AMENDMENT TO ATM LEASE

Landlord: BARCLAYS PLAZA ASSOCIATES
Tenant: WELLS FARGO BANK, N.A.

ATM Facility at 171 12th Street, Oakland, CA
AU 98473

THIS AMENDMENT TO ATM LEASE ("Amendment") is made as of June 14, 2000, between BARCLAYS PLAZA ASSOCIATES, a California limited partnership (hereinafter referred to as "Landlord"), as lessor, and WELLS FARGO BANK, N.A., a national banking association (hereinafter referred to as "Tenant"), as lessee.

THE PARTIES ENTER INTO THIS AMENDMENT based upon the following facts, understandings and intentions:

A. Tenant and Landlord are parties to that STANDARD ATM LEASE, dated as of October 10, 1997 (hereinafter, the "Lease"), for an ATM facility with two automated teller machines within a building owned by Landlord generally known as 171 12th Street, Oakland, California. The premises and the ATM facility are more particularly described in the Lease.

B. Pursuant to Section 14 of the Lease, Tenant is responsible for paying all costs for electricity required for the ATM facility, which was to be measured by a meter or submeter at or adjacent to the facility. The parties now desire to provide for an alternative means for Tenant's payment of electrical usage in the premises.

C. Capitalized terms used herein shall have the same meaning given them in the Lease unless defined herein.



NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants of Tenant and Landlord set forth hereinafter, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Flat Fee for Electrical Usage. The parties hereby agree that in lieu of Tenant's obligation under Section 14 of the Lease to make payment for measured electrical usage to the providing utility or to Landlord, Tenant shall instead pay Landlord a monthly fixed electrical charge, in the amount set forth in Section 2 below, during the entire Term, commencing on January 1, 1999. Except for arrearages described in Section 3 below, each month's fixed electrical charge shall be due on the first day of each calendar month, commencing on July 1, 2000. In return, Landlord hereby agrees to furnish the premises with all electrical power required by Tenant for the normal use of the ATM facility and all equipment comprising a part thereof. The monies specified in this Section 1 shall be the only rent due from Tenant during the initial Term of the Lease (which expires on July 31, 2000; during each Extension Terms, the monies specified in this Section 1 shall be in addition to the monthly rents specified in Section 7 of the Lease.

2. Amount of Fixed Electrical Charge. The fixed electrical charge shall equal \$300.00 per month for the entire period between January 1, 1999 and December 31, 2000. Effective as of January 1, 2001, and on each succeeding January 1 during the balance of the Term (including any Extension Term), the fixed electrical charge shall be subject to adjustment by the parties based on the historical metered usage of the ATM facility during the preceding calendar year, with the parties hereby agreeing to adjust the monthly fixed electrical charge, upwards or downwards, for the ensuing calendar year to approximate the actual charges for measured electrical consumption by the ATM facility during the preceding calendar year.

3. Payment of Arrearages. On July 1, 2000, in addition to the first monthly installment of the fixed electrical charge prescribed by Section 1 above, Tenant shall tender to Landlord the sum of \$5,400.00, representing the amount of the monthly electrical charges having accrued pursuant to Section 1 above during the 18 months between January 1999 and June 2000, inclusive.

4. Full Force and Effect. Except as herein amended, the Lease shall continue in full force and effect as written.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in one or more counterparts as of the day and year first above written.

Tenant:

Landlord:

WELLS FARGO BANK, N.A., a national banking association

BARCLAYS PLAZA ASSOCIATES, a California limited partnership

By [Signature]
Name: WILLIAM [unclear]
Title: VP

By [Signature]
Name: TERENCE W. MOYER
Title: General Partner

By [Signature]
Name: Arthur Barbour
Title: V.P.

By _____
Name: _____
Title: _____

Date: June 16, 2000

Date: June __, 2000

ATM LEASE

WELLS FARGO BANK: BARCLAYS PLAZA ASSOCIATES

Wells Fargo Plaza
171 12th Street, Oakland, CA.

AU 99274

THIS LEASE is made as of October 10, 1997 between **BARCLAYS PLAZA ASSOCIATES**, a California limited partnership ("Landlord"), and **WELLS FARGO BANK, N.A.**, a national banking association ("Tenant"). Tenant desires to lease from Landlord certain premises within that certain building and adjoining lands (collectively, the "Property") known generally as Wells Fargo Plaza, 171 12th Street, Oakland, California. The premises ("Premises"), measuring approximately 13 feet wide by 10 feet deep, are more particularly described in Exhibit "A," attached hereto.

1. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, comprising space for two (2) ATM machines owned by Tenant, and a service and maintenance room directly behind such ATMs from which such ATMs will be serviced. It is expressly acknowledged and agreed that the Premises shall not include the circulation area described in Section 2.
2. **Circulation Area.** Tenant acknowledges that Tenant shall be responsible, at Tenant's own cost and expense, for providing janitorial service for the Premises themselves and for the following nearby areas: the grounds in the immediate vicinity of the Premises, including street curbs and gutters; the handicap ramp; and the stairway leading from the main building entrance to the courtyard; and Tenant covenants and agrees to keep all such areas in a clean and orderly condition, free of trash and debris. If Tenant fails to keep such areas in a neat and clean condition, then Landlord may undertake such janitorial services and bill Tenant for the additional janitorial costs incurred by Landlord in so doing. As to exterior areas within a radius of ten feet (10') of the ATMs, Landlord agrees that it shall maintain such area free from fixtures (other than trash receptacles) and improvements that might impede or impair pedestrian traffic around the ATMs and the convenient queuing of customers using the ATMs.

G:\REG\ARNOLD\ATM9274.25A

10/09/97

3. **Electrical and Communications Hookups.** Tenant shall install and maintain all electrical and telephone connections (if any) required for the continued operation of the ATMs, and shall maintain the existing lighting fixtures directly above the ATMs and in the nearby areas of the courtyard which are on Tenant's separate meter (submeter), all at Tenant's sole cost and expense. This Lease also authorizes Tenant's continued use and operation of the electrical meter or submeter within or adjacent to the Premises which monitors consumption of electrical power for the ATM facility and lighting, and Tenant's connection of its telephone and data communication devices to the telephone room/panel for the Property.
4. **Term.** The term of this Lease shall commence immediately upon the expiration of that certain Lease for a portion of the Property dated September 22, 1978, by and between Madison Street Associates, as Landlord's predecessor-in-interest, and Barclays Bank of California, as Tenant's predecessor-in-interest, which Lease is subject to termination by reason of a Lease Termination Agreement being entered between Landlord and Tenant simultaneously herewith. The date on which the aforementioned Lease is due to terminate is referred to in the Lease Termination Agreement as the "Effective Date." Subject to Sections 5 and 6, the term of this Lease shall expire on July 31, 2000, and on that day at 11:59 P.M. (local time).
5. **Renewal Options.** Tenant shall have the options of extending the term for two (2) periods of five (5) years (each an "Extension Term") by giving written notice of Tenant's exercise to Landlord at least six (6) months prior to the expiration of the term, as it may previously have been extended. Upon exercise of each such option by Tenant, the term shall automatically be extended for the Extension Term upon the same terms, covenants and conditions of this Lease, except that monthly rent for each Extension Term shall be as set forth in Section 7 below.
6. **Cancellation Option.** Notwithstanding anything in Sections 4 and 5 to the contrary, Tenant may at any time during the term (including any Extension Term) terminate this Lease by giving at least one hundred and twenty (120) days advance written notice of Tenant's election to terminate, whereupon this Lease shall automatically terminate on the last day of the calendar month in which such 120th day occurs. If this Lease is cancelled during an Extension Term, then on the date of termination of this Lease in accordance with this Section, Tenant shall pay Landlord a cancellation fee equal to seventy-five percent (75%) of the undiscounted monthly rent due for the balance of the current Extension Term.
7. **Rent.** During the initial term of this Lease, Tenant shall pay no fixed monthly rent whatsoever. However, commencing with

the first day of the first Extension Term, if applicable, monthly rent shall equal Eleven Hundred and No/00 Dollars (\$1,100.00) and shall remain fixed at that amount throughout the remainder of the first Extension Term; such monthly rent shall be due from Tenant on the first day of the first Extension Term and on the first day of each calendar month thereafter during the first Extension Term. Commencing with the first day of the second Extension Term, if applicable, monthly rent shall be increased to Thirteen Hundred and No/00 Dollars (\$1,300.00) and shall remain fixed at that amount throughout the remainder of the second Extension Term; such monthly rent shall be due from Tenant on the first day of the second Extension Term and on the first day of each calendar month thereafter during the second Extension Term. The foregoing rental amounts shall not be affected by the number of ATMs operating from the Premises.

8. **Construction of Premises.** Immediately after commencement of the term, Tenant shall promptly begin, and shall proceed to complete as expeditiously as practicable, the conversion of the Premises to a fully-functioning ATM facility housing two (2) ATMs, and a service room behind the ATMs from which the ATMs may be maintained, serviced and repaired. All such work of demolition, refurbishment and construction shall be undertaken by Tenant at its sole cost and expense and shall substantially conform with the plans and drawings attached hereto as Exhibits "A" and "B". Landlord agrees to cooperate in good faith to facilitate Tenant's construction and installation activities. The ATMs, the ATM Improvements and all of Tenant's trade fixtures, signs and personal property shall be and at all times remain the property of Tenant.
9. **Use.** The Premises may be used by Tenant only for the installation and operation of: (a) one or two (2) ATMs, together with a service and maintenance room behind the ATMs, which in the case of the Premises, shall be constructed by Tenant, together with a new entrance door to be installed by Tenant, as depicted on Exhibit "B"; (b) a telephone handset or other support system for said equipment; (c) trash receptacles and envelope dispenser; (d) a rack for advertising and promotional literature and brochures; (e) network router, hub, DSU/CSU, sync box, alarm wires, and security camera; and (f) such other equipment and accessories (including the bezel) as are or become normally provided by Tenant in connection with the operation of an ATM facility of this type. The items described in clauses (b), (c), (d), (e) and (f) are collectively referred to herein as the "ATM Improvements". Tenant shall make no other use of the Premises or the remainder of the Property without the prior written consent of Landlord.

10. **Erection of Signs.** All Tenant signage for the Premises shall be fabricated, installed and maintained by Tenant at Tenant's sole cost and expense. Pursuant to the Lease referred to in Section 4, Tenant currently has three placard signs, approximately 4 feet by 4 feet, on the building facade. Tenant shall be permitted to retain such signs at their existing locations. However, at Tenant's election at any time during the term hereof, Tenant's may replace such signage with other similarly-sized signage in the same location in connection with any change in Tenant's business name or logo. Without limiting the generality of the foregoing, Landlord hereby approves Tenant's redesigned logo for such signage locations as generally outlined in Exhibit "C," attached hereto. Except as provided hereinabove, any new or additional signage on the exterior of the Property shall be subject to Landlord's giving its prior written consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed. Prior to the installation of any signs, Tenant shall obtain any sign permits required by applicable governmental authority. All such signs shall at all times remain the property of Tenant.
11. **Removal of ATMs and Signage.** Upon the expiration or other termination of this Lease, Tenant shall remove Tenant's ATM signs, the ATMs and the entrance door to the service and maintenance room, at Tenant's sole cost and expense. Tenant also shall, at its sole cost and expense, (i) repair any damage associated with Tenant's removal of its signs and the ATMs, and paint walls where necessary, and (ii) restore the exterior of the Premises to match, as nearly as practicable, the appearance of the Property facade in the area directly across the courtyard from the Premises (to match tinted glass and stucco wall). Tenant shall not be required to remove or demolish the service and maintenance room behind the ATMs.
12. **Maintenance of Premises.** Tenant shall make all necessary repairs to the ATMs and ATM Improvements (including the existing light fixtures above the ATMs), and shall keep and maintain them in good condition. Tenant may engage an independent contractor to perform Tenant's maintenance obligations hereunder. Landlord shall maintain and repair the sidewalks and other portions of the real property adjacent to the Premises.
13. **Alterations, Additions and Improvements.** Except for ATM Improvements and the signs described in Section 10 above, Tenant shall not make any alterations, additions or improvements to the Premises without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Except as provided otherwise in this Lease, any and all alterations, additions or improvements shall on termination of this Lease

become the property of Landlord and shall remain on the Premises.

14. **Utilities.** Tenant shall pay for all electricity consumed in the Premises. Tenant shall install a separate electrical meter or submeter for the Premises, at Tenant's sole cost and expense, and Tenant shall only be responsible for the payment of electrical charges related to Tenant's usage, as determined by said meter or submeter. Tenant also shall pay for all telephone, data lines, and other communications services dedicated to Tenant's operation of the ATMs and ATM Improvements. Landlord shall not permit any of Landlord's employees to tamper with Tenant's electrical connections or lines, or its telephone, data lines or other telecommunications wiring or equipment.
15. **Landscaping.** Landlord shall maintain all landscaping adjacent to or in the vicinity of the Premises. All such landscaping services shall be undertaken at Landlord's expense, without reimbursement by Tenant, and shall be undertaken and performed to the same standards and frequency as prevail throughout the Property generally.
16. **Maintenance of Lighting Fixtures.** Tenant shall maintain all existing lighting fixtures in the vicinity of the Premises which were originally installed by Tenant, and shall keep them in good working order. Landlord agrees to cooperate with Tenant with respect to AB 244 [California Financial Code §§13000-13070] regulations as they pertain to safety for operation of ATM facilities.
17. **Hours and Manner of Operation.** Tenant shall have exclusive authority to determine hours of ATM operation, and the products and services, and the pricing of same, to be offered through the ATMs. Notwithstanding the foregoing, Tenant shall ensure that the ATMs are not operational during the hours of 11:00 P.M. to 6:00 A.M.
18. **Approval Rights; Trademarks.** Notwithstanding anything in this Lease to the contrary, Landlord and Tenant shall at all times retain prior written approval rights of any marketing or promotional advertisement by the other party which bears the other party's name, logo or trademark or those of any of the other party's fictitious business names. Tenant and Landlord acknowledge and agree that each party's trademarks and trade names are solely the property of such party, respectively, and that this Lease does not in any way grant to the other party the right to use same. Notwithstanding the foregoing, Tenant hereby grants Landlord permission to retain the name "Wells Fargo Plaza" for the building(s) comprising the Property, and Landlord may retain the use of such name, for said building(s)

only, until such time as Landlord desires to designate it by any different name.

19. **Taxes.** In addition to the rent specified hereinabove, Tenant shall pay all personal property taxes assessed on Tenant's fixtures, equipment and machinery.
20. **Damage or Destruction.** If the Property is damaged or destroyed by any cause and such damage or destruction is so severe that it cannot be repaired or restored within 180 days following the casualty, as reasonably determined by Landlord's contractor, then Landlord may terminate this Lease by providing Tenant written notice of such termination not more than thirty (30) days following the occurrence of such damage or destruction. If this Lease is not terminated as aforesaid, then unless Tenant has given Landlord prior notice of Tenant's cancellation of this Lease pursuant to the further terms of this Section 20, Landlord shall, at its own cost and expense, promptly repair the damage and restore the Property. Should said damage or destruction substantially impair, in the reasonable judgment of Tenant, the satisfactory operation of the ATMs, Tenant may terminate this Lease by providing Landlord written notice of such termination not more than thirty (30) days following the occurrence of such damage or destruction.
21. **Eminent Domain.** Should all or any part of the Premises be taken under the power of eminent domain during the term of this Lease, either Landlord or Tenant may terminate this Lease by providing written notice of termination to the other party not more than thirty (30) days following the date of such taking. All damages and compensation awarded or paid because of such taking of the land or Property (other than the ATMs, the ATM Improvements and Tenant's signs) shall belong to Landlord. All damages and compensation awarded or paid because of a taking of the ATMs, the ATM Improvements or Tenant's signs shall belong to Tenant.
22. **Exclusive Right.** So long as this Lease remains in effect, Landlord shall not, without the prior written consent of Tenant (which consent may be given or withheld in Tenant's sole discretion), install or operate, or enter into any lease or similar occupancy agreement for any part of the Property which would permit the installation or operation of, another automated teller machine (or similar mechanism for effecting financial transactions) within or upon the exterior of the building or any other part of the Property. Notwithstanding the foregoing, Landlord and its tenants may operate a point-of-sale electronic fund transfer processing system utilizing debit and credit cards at various point-of-sale locations within the Property.

23. **Assignment and Subletting.** Tenant shall not assign this Lease, nor sublet the Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. A consent by Landlord to one assignment or subletting shall not be deemed to be a consent to any subsequent or subletting. Notwithstanding the foregoing, Landlord hereby consents to the assignment of this Lease to any present or future wholly owned subsidiary or parent of Tenant or to any successor in interest of the entire business of Tenant as a result of a merger, consolidation, purchase of assets, assignment, or by operation of law. Subject to the foregoing, this Lease shall inure to the benefit of and be binding upon each party's successors and assigns.

24. **Insurance.**

(a) Tenant agrees to procure and maintain at all times during the term of this Lease, a policy of public liability and property damage insurance covering the Premises. Such policy shall provide limits of at least \$1,000,000 for property damage or injury to or death of one or more persons in any one occurrence. Tenant shall be named insured and Landlord shall be named additional insured in said policy of insurance. Tenant shall notify Landlord in writing at least thirty (30) days prior to any changes or cancellations of said policy, and shall deliver evidence of said insurance to Landlord prior to commencement of the term of this Lease. Landlord agrees to procure and maintain at all times during the term of this Lease, a policy of public liability and property damage insurance covering the Property. Such policy shall name Landlord as insured and shall provide limits of at least \$1,000,000 for injury to or death of one or more persons in any one occurrence.

(b) Nothing in this Section 24 shall prevent Tenant carrying insurance of the kind required of Tenant under a blanket insurance policy or policies which cover other properties owned or operated by Tenant in addition to the Premises, nor prevent Tenant from self-insuring against the perils covered by the insurance described in Section 24.(a), such insurance shall be deemed insurance required to be carried by Tenant under this Lease and shall be subject to the provisions hereunder pertaining to such insurance.

(c) Notwithstanding any other provision of this Lease to the contrary (including, without limitation, Section 27 below), each party expressly waives every claim which arises or may arise in its favor and against the other party during the term of this Lease for any and all loss of or damage to any of its property located within or upon the Property and/or the Premises, which loss or damage is covered by such party's

insurance, whether or not such insurance is required hereunder. The waiver contained in this Section shall be effective whether such loss or damage is actually insured or self-insured pursuant to the terms of this Lease. Each party agrees to give to each insurance company which has issued to it policies of fire and extended coverage insurance written notice of the terms of this mutual waiver (if required by such policies) and to have said insurance policies properly endorsed (if necessary) to prevent the invalidation of said insurance coverage by reason of said waiver, and, if required in writing, to give to the other party a certificate from its insurance company to that effect.

25. **Default.** The following shall constitute an event of default under this Lease: the failure by Tenant or Landlord to observe or perform any of the covenants, conditions or other provisions of this Lease required to be observed or performed by Tenant or Landlord, as the case may be, where such failure shall continue for a period of ten (10) days after written notice thereof by the other party hereto in the case of monetary defaults, or thirty (30) days after written notice thereof by the other party hereto in the case of all other defaults, provided that if such failure relates to a non-monetary default which cannot be cured within such thirty (30) day period, no default shall exist so long as the party failing to observe or perform such covenants, conditions or other provisions promptly commences cure of such failure and diligently prosecutes such cure to completion.
26. **Remedies on Default.** In the event of any default by Tenant or Landlord then, in addition to any other remedies available to the other party hereto at law or in equity, such other party may:
- (a) Continue this Lease (and the other party's rights and obligations hereunder) in effect and thereby be entitled to enforce all rights and remedies under this Lease; or
 - (b) Terminate this Lease by any lawful means after providing written notice to the defaulting party of such intention, and recover from such defaulting party any amount necessary to compensate such other party for all detriment negligently or willfully caused by such defaulting party's failure to perform its obligations under this Lease (subject to Section 28).
27. **Indemnity.** Subject to Section 28 and also subject to other provisions of this Lease with respect to the parties' respective rights and obligations regarding losses covered by insurance, Landlord and Tenant hereby agree as follows:
- (a) Landlord hereby indemnifies and holds Tenant harmless from and against all claims, actions, costs (including, but

not limited to, court costs and attorneys' fees), judgments, liabilities or damages arising out of or resulting from personal injury or property damage of any kind which is caused by the gross negligence or wilful misconduct of Landlord or any of its employees, agents or contractors.

(b) Tenant hereby indemnifies and holds Landlord harmless from and against all claims, actions, costs (including, but not limited to, court costs and attorneys' fees), judgments, liabilities or damage arising out of or resulting from personal injury or property damage of any kind which is caused by the gross negligence or wilful misconduct of Tenant or any of its employees, agents or contractors.

28. **Release from Liability.** Notwithstanding Section 27 or any other provisions of this Lease, in no event shall either party be liable to the other for consequential damages resulting from a breach of this Lease, or incident to any personal injury or property damage occurring in, on or about the Premises or the Property, except and unless such damages were the direct and proximate result of the grossly negligent or wilful acts of the responsible party (or its employees, agents and contractors).
29. **Attorneys' Fees.** In the event of any litigation between Landlord and Tenant in connection with this Lease, the prevailing party shall be entitled to recover from the other party hereto, in addition to such other relief as may be granted, such reasonable attorneys' fees incurred by the prevailing party in instituting or defending such litigation, together with such reasonable costs and expenses of litigation as may be allowed by the court.
30. **Time of Essence.** Time is expressly declared to be of the essence of this Lease.
31. **Waivers.** No waiver of either party hereto of any provision of this Lease shall be deemed a waiver of any other provision hereof or of any subsequent breach by such party of the same or any other provision.
32. **Notices.** Any notice required or permitted by this Lease to be provided to either party hereto by the other party hereto shall be in writing and shall be deemed duly provided and received when personally delivered to the party to which it is directed or, in lieu of such personal delivery, three (3) days after deposit in the United States mail, sent certified mail with first-class postage prepaid (or immediately upon confirmation of transmission receipt after facsimile transmission, provided such notice is also deposited in the U.S. mail as aforesaid), and addressed as follows:

If to Landlord:

Barclays Plaza Associates
1000 Marina Village Parkway
Suite 110
Alameda, CA 94501
Attn: Terence W. Moyer
Tel: (510) 769-0300
Fax: (510) 769-7705

If to Tenant:

Wells Fargo Bank, N.A.
111 Sutter St.
22nd Fl.
San Francisco, CA 94163
Attn: Corporate Prop-
erties Group
Tel: (415) 396-3115
Fax: (415) 396-7659

Either party hereto may by written notice to the other party hereto specify a different address for notice purposes or add one additional address for notice purposes.

33. **Entire Agreement.** This Lease constitutes the entire agreement between the parties hereto with respect to the leasing of the Premises, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. In the event of a conflict between the terms and provisions of this Lease and the terms and provisions of any other agreement, instrument or document, the terms and provisions of this Lease shall prevail. No provision of this Lease may be amended except by an agreement in writing executed by the parties hereto.
34. **Quiet Enjoyment.** Landlord covenants and agrees that so long as Tenant has not committed a default under this Lease, Tenant shall have quiet and peaceful possession of the Premises and shall enjoy all of the rights herein granted without interference by Landlord or anyone claiming by, through, or under Landlord (including tenants or other occupants of the Property) or by the lessor under any master lease of the Property.
35. **Choice of law.** This Lease shall be construed in accordance with and governed by the laws of the State of California, as such laws would be applied to residents of California engaged in a transaction to be performed solely within the State of California.
36. **Construction.** If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law. Both parties hereto have assisted in the drafting of this Lease and any ambiguities herein shall not be construed against either party.
37. **Third Party Approvals.** Landlord represents and warrants to Tenant that Landlord has the full right, power and authority

to enter into this Lease without the necessity of obtaining any third party approvals (other than those already obtained by Landlord), and that the terms of this Lease do not violate any lease, loan, condition, covenant, restriction, exclusive, or any other agreement or provisions which existed prior to the date of this Lease.

38. **Authority.** Each individual executing this Lease represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the party for which he or she is executing, and that this Lease is binding upon such party in accordance with its terms.


IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first set forth above.

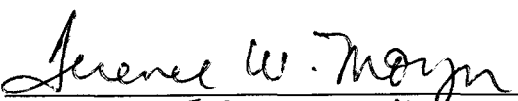
TENANT

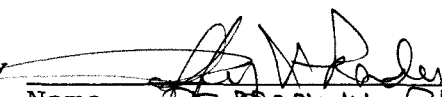
LANDLORD

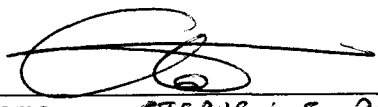
WELLS FARGO BANK, N.A.,
a national banking association

BARCLAYS PLAZA ASSOCIATES, a
California limited partnership

By 
Name: DAVID DAVIS
Title: VP

By 
Name: TERENCE W. MOYER
Title: GENERAL PARTNER

By 
Name: JEFFREY W. RAEDER
Title: _____

By 
Name: STEPHEN E. BLOCK
Title: GENERAL PARTNER

Date: 10/15, 1997

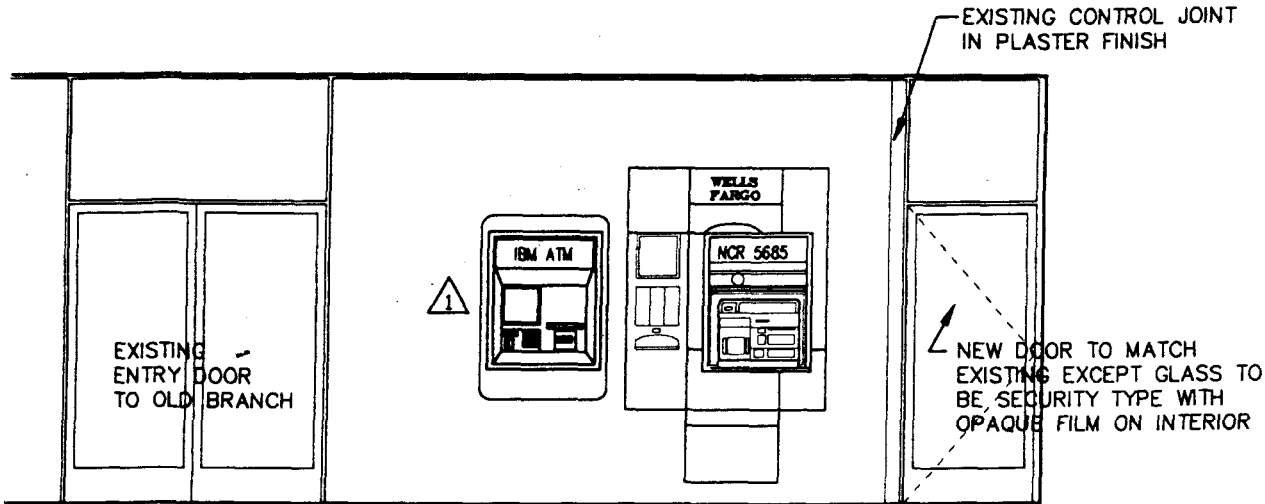
Date: Oct 17, 1997

[Attach Floor Plan as Exhibit "A"]

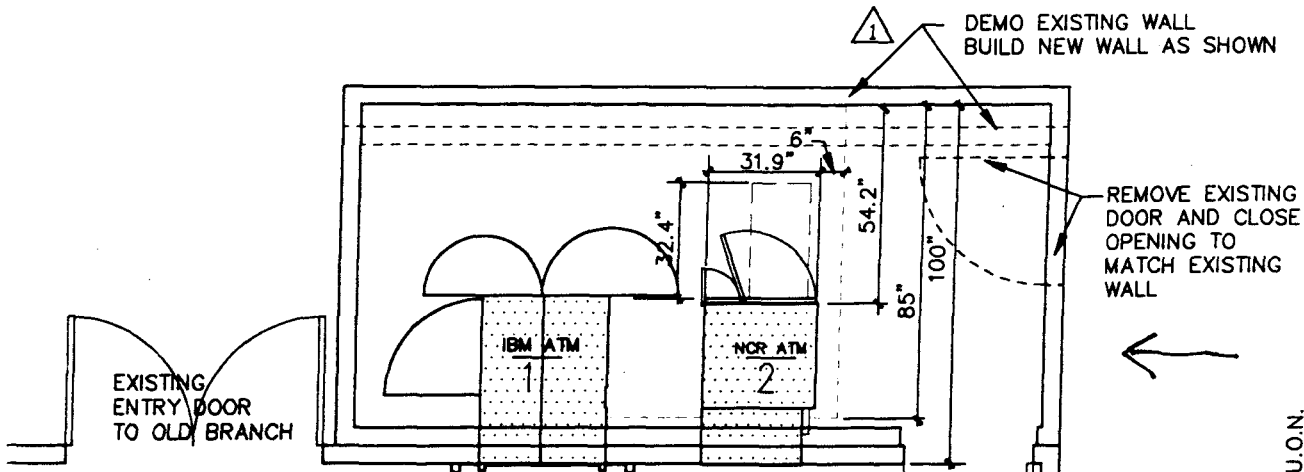
[Attach elevations, showing
new door, as Exhibit "B"]

[Attach signage design as Exhibit "C"]

EXHIBIT A



PARTIAL ELEVATION AT ATM ROOM



PARTIAL PLAN AT ATM ROOM



SCALE 1/4" = 1'-0" U.O.N.

PAUL O. FINWALL AND ASSOCIATES
 ARCHITECTS - PLANNERS
 PENTHOUSE, HEARST BUILDING
 SAN FRANCISCO, CALIFORNIA 94103
 (415) 543-4430
 FAX: (415) 227-0534

LICENSED ARCHITECT
 State of California
 No. C9680, renewal date 30 Nov. 1997

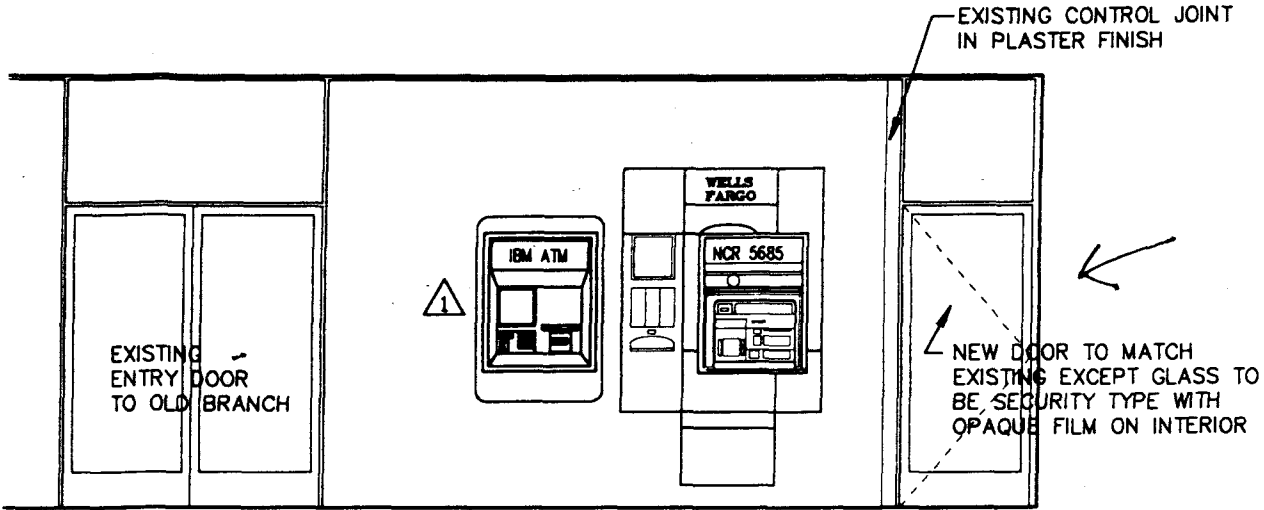
JOB NO. 184-08a

DRAWING NAME: **PRELIMINARY**
 12th St, OAKLAND

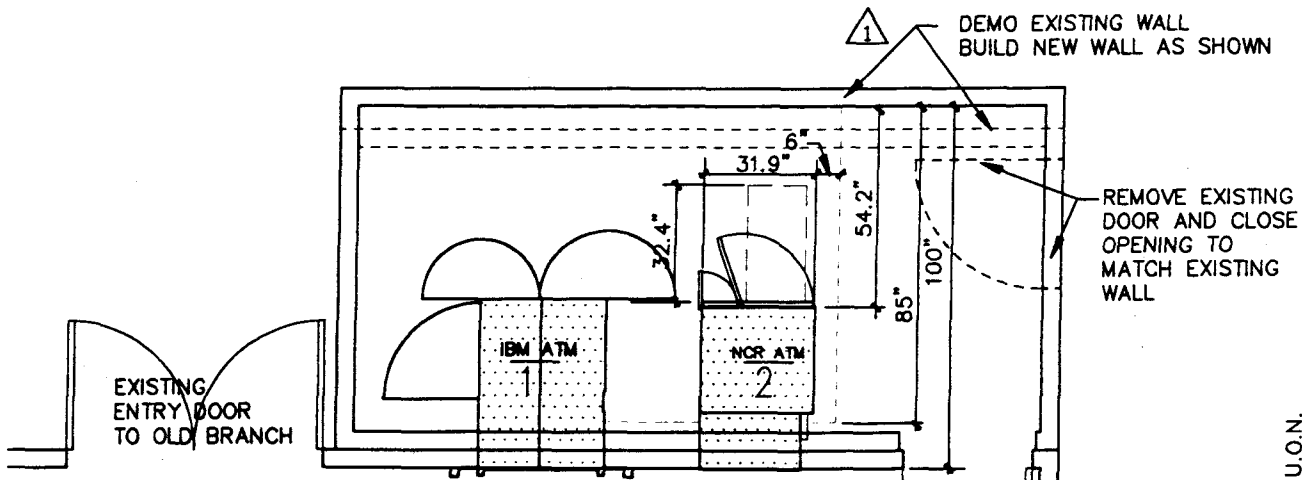
Design Studies for:
Wells Fargo Bank
 171 12th Street
 Oakland, California

EXHIBIT	A
PAGE 2 OF 2	
REVISION	▲▲▲
DATE	10/15/97
REFERENCE	
DRAWING NO.	184-06A2

EXHIBIT B



PARTIAL ELEVATION AT ATM ROOM



PARTIAL PLAN AT ATM ROOM



SCALE 1/4" = 1'-0" U.O.N.

PAUL O. FINWALL AND ASSOCIATES
 ARCHITECTS - PLANNERS
 PENTHOUSE, HEARST BUILDING
 SAN FRANCISCO, CALIFORNIA 94103
 (415) 643-4430
 FAX: (415) 227-0534

LICENSED ARCHITECT
 State of California
 No. C9680, renewal date 30 Nov. 1997

JOB NO. 184-06a

DRAWING NAME: **PRELIMINARY**
12th St, OAKLAND
 Design Studies for:
Wells Fargo Bank
 171 12th Street
 Oakland, California

EXHIBIT **A**
 PAGE 2 OF 2
 REVISION **AAA**
10/15/99
 REFERENCE
 DRAWING NO. 184-06A2

Exhibit C



MEMORANDUM

TO: Finance Committee
FROM: Katema Ballentine, Business Office
DATE: March 12, 2020
SUBJECT: Facility Use Rental Agreements Finance Committee Directors

Current Contracts

Cell Tower
171 12th Street (Roof)
Oakland, CA 94607

Rented to: AT&T

Contract Expiration: Please Review Contract

Contracted Payment: Monthly Rent	\$2,257.10
Monthly Utilities	\$1,989.32
Total Monthly:	\$4,246.42
Annual Rental:	\$50,957.04

ATM
171 12th Street (Near front Door)
Oakland, CA 94607

Rented to: Wells Fargo Bank

Contract Duration: August 1, 2015 through July 31, 2020 (5 Years)

Contracted Payment: Monthly Rent	\$1,725.00
Monthly Utilities	\$ 525.00
Total Monthly:	\$2,250.00
Annual Rental:	\$27,000.00

These contracts will be ready for negotiation beginning May 2020. This will prepare for the change effective date of August 1, 2020.

Market: California
Cell Site Number: CNU3950
Search Ring Name: 12th-Madison
Cell Site Name: 12th-Madison (CA)
Fixed Asset Number: 10087900

FIRST AMENDMENT TO MICROCELL SITE LEASE

THIS FIRST AMENDMENT TO THE MICROCELL SITE LEASE (“**Amendment**”), dated as of the latter of the signature dates below, is by and between Lumbee Properties LLC, a California limited liability company, successor in interest to Barclays Plaza Associates, having its principle place of business at 171 12th Street Suite 100, Oakland, CA 94607, (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest of Bay Area Cellular Telephone Company, having a mailing address of 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324 (“**Lessee**”).

WHEREAS, Lessor and Lessee, or their predecessors in interest, entered into a Microcell Site Lease dated June 30, 1997, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the rooftop of the Building on the Property located at 171 12th Street, Oakland, CA 94607 (“**Lease**”); and

WHEREAS, Lessor and Lessee desire to amend the Lease to clarify scope of Lessee's permitted use of the Premises; and

WHEREAS, Lessor and Lessee desire to amend the Lease to allow Lessee to increase the size of the Premises and increase the number of antennas and related equipment on the Premises; and

WHEREAS, Lessor and Lessee desire to adjust the rent in conjunction with the modifications to the Lease contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Lease to modify the notice section thereof; and

WHEREAS, Lessor and Lessee desire to amend the Lease to permit Lessee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Permitted Use. The permitted use as delineated in paragraph 6 of the Lease and any reference in the Lease to “cellular radio telephone system” or “cellular” is hereby amended to include the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of Lessee’s communications fixtures and any related equipment, cables, accessories and improvements necessary for Lessee's use.

2. Lease of the Premises. Lessor agrees to increase the size of the Premises leased to Lessee to accommodate Lessee’s needs. Lessor hereby leases to Lessee and Lessee leases from Lessor that portion of the Site generally described as follows: approximately fifty-eight (58) square feet of space on the roof of the Building for placement of Lessee’s communications equipment cabinet and space on the northeast corner of the Building at an elevation of approximately thirty-seven feet (37) above ground level for the placement of up to eight (8) antennas, and approximately eighty (80) square feet of space on the top of the existing roof access stairwell for the placement of up to four (4) antennas (collectively, the “Premises”) as shown for legal purposes in the attached Exhibit B-1 to the

Northern California Market
2013 Form

Amendment. Lessor's execution of this Amendment will signify Lessor's approval of Exhibit B-1. Exhibit B-1 hereby replaces Exhibit B to the Lease.

3. Term. In addition to the optional extension terms presently set forth in the Lease, the parties hereby agree to add three (3) additional five (5) year term(s) (each five (5) year term shall be defined as an "Additional Extension Term"), upon the same terms and conditions presently set forth in the Lease unless Lessee notifies Lessor in writing of Lessee's intention not to renew this Lease at least sixty (60) days prior to the expiration of the extension term or then existing Additional Extension Term.

4. Base Rent. Commencing on the first day of the month following the date that Lessee commences construction of the modifications set forth in this Amendment the Base Rent shall increase by One Thousand Eight Hundred Eighty and No/100 Dollars (\$1880.00) per monthly, and shall continue during the term, subject to the annual adjustment identified in section 3(d) of the Lease. Upon Tenant's removal of additional antennas or vacation of additional space, the Base Rent will revert to the original rate, subject to adjustments as provided in the Lease, upon thirty (30) days' prior written notice to Lessor.

5. Notices. Section 16 of the Lease is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Lessor: Lumbee Properties LLC
Attn: Ben Chavis
663 Haddon Road
Oakland, CA 94610

If to Lessee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: 12952-A
Search Ring Name: CNU3950 12th-Madison
Cell Site Name: 12th-Madison (CA)
Fixed Asset No: 10087900
575 Morosgo Drive NE
Suite 13-F, West Tower
Atlanta, GA 30324

With a copy to AT&T Legal Department:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: CNU3950
Search Ring Name: 12th-Madison
Cell Site Name: 12th - Madison (CA)
Fixed Asset No: 10087900
208 S. Akard Street
Dallas, Texas 75202-4206

The copy sent to the AT&T Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

6. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Lessor and Lessee, Lessor agrees that Lessee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

7. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.

9. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

"Lessor"

Lumbee Properties LLC, a California limited liability company

By: Ben Davis
Print Name: BEN DAVIS
Its: _____
Date: 12-5-13

"Lessee"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager
By: [Signature]
Print Name: Michael Guibord
Director
Its: Construction & Engineering
Date: 12/12/13

[ACKNOWLEDGMENTS APPEAR ON THE FOLLOWING PAGE]

LESSOR ACKNOWLEDGMENT

State of North Carolina
County of Robeson

On 12-5-13 before me, Ben O'Neil, CEO
(insert name and title of the officer)

personally appeared before me, Helen Deblaise Hammond Hardin
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NC that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Helen Deblaise Hardin (Seal)

LESSEE ACKNOWLEDGMENT

State of California
County of Contra Costa

On December 12, 2013 before me, Debra A Hall-Notary Public
(insert name and title of the officer)

personally appeared Michael Gueberel
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debra A Hall (Seal)

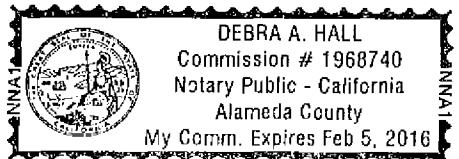


EXHIBIT B-1

DESCRIPTION OF PREMISES

Page ___ of ___

to the First Amendment to the Microcell Site Lease dated _____, 20__, by and between Lumbee Properties LLC, as Lessor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee.

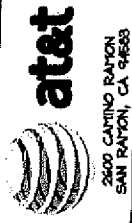
The Premises are described and/or depicted as follows:

Premises Sketch or Survey:

[FOLLOWS ON NEXT PAGES]

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Lessee.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.



PROJECT NO: _____
DRAWN BY: RF
CHECKED BY: DM

REV	DATE	LEASE EXHIBIT	DESCRIPTION
A	10/21/2018		

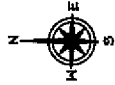
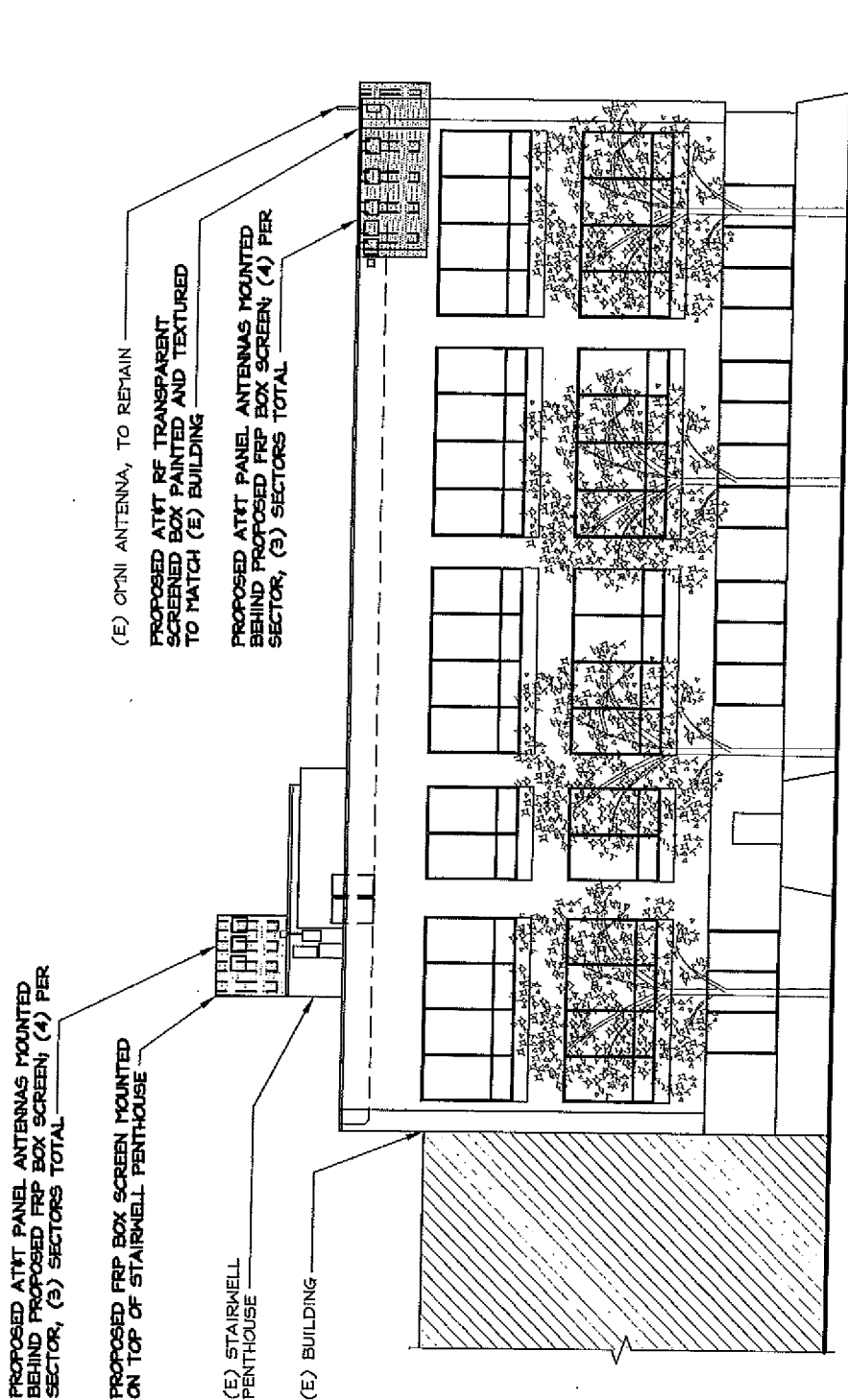
PROJECT NAME:
12TH-MADISON

NUMBER:
CN13/950
FA- 10087900

ADDRESS:
171 12TH STREET
OAKLAND, CA 94607

SHEET TITLE
LEASE EXHIBIT

SHEET NUMBER
LE-2



4830 ROSEBUD DR. BLDG. 18
PLEASANTON, CA 94665

575 LENOX LAKE SUITE 35
HAUNT CREEK, CA 94629

2070 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612

REV	DATE	DESCRIPTION
3	10/2019	SEE EXP FOR REVISION
4	10/2019	SEE EXP FOR REVISION

DRAWN BY: _____
CHECKED BY: _____

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CNU3950 / FA: 10087500
12TH-MADISON
171 12TH STREET
OAKLAND, CA 94607
(ROFTCP)

SHEET TITLE
GENERAL SIGNAGE
DETAILS

SHEET NUMBER
GN-3

1. REMARK AND SITE-SPECIFIC INFORMATION

THE FOLLOWING INFORMATION IS A GUIDELINE BY REFERENCE TO PRELIMINARY EXPOSURE DATA AND SHOULD BE USED AS SUCH IN THE BATES REGULATIONS SHOULD BE USED TO OBTAIN THE FEDERAL REGULATIONS FOR NOTES OR PLANS. THE MORE RESTRICTIVE GUIDELINE OR REGULATION SHALL BE USED.

2. THE PUBLIC LIMIT OF EXPOSURE ALLOWED BY AT&T IS INDICATED BY SHOWN OCCUPATIONAL LIMIT OF 30" EXPOSURE ALLOWED BY AT&T IS THE BOTTOM OF THE ANTENNA IS MOUNTED (8) FEET FEET FROM THE PUBLIC LIMIT OF EXPOSURE (PL) OF THE PERSONAL COMMUNICATIONS SERVICES (PCS) AND PERSONAL COMMUNICATIONS SERVICES (PCS) AND PERSONAL COMMUNICATIONS SERVICES (PCS) AND PERSONAL COMMUNICATIONS SERVICES (PCS).

3. THE PUBLIC LIMIT OF EXPOSURE ALLOWED BY AT&T IS INDICATED BY SHOWN OCCUPATIONAL LIMIT OF 30" EXPOSURE ALLOWED BY AT&T IS THE BOTTOM OF THE ANTENNA IS MOUNTED (8) FEET FEET FROM THE PUBLIC LIMIT OF EXPOSURE (PL) OF THE PERSONAL COMMUNICATIONS SERVICES (PCS) AND PERSONAL COMMUNICATIONS SERVICES (PCS) AND PERSONAL COMMUNICATIONS SERVICES (PCS) AND PERSONAL COMMUNICATIONS SERVICES (PCS).

4. THE PUBLIC LIMIT OF EXPOSURE ALLOWED BY AT&T IS INDICATED BY SHOWN OCCUPATIONAL LIMIT OF 30" EXPOSURE ALLOWED BY AT&T IS THE BOTTOM OF THE ANTENNA IS MOUNTED (8) FEET FEET FROM THE PUBLIC LIMIT OF EXPOSURE (PL) OF THE PERSONAL COMMUNICATIONS SERVICES (PCS) AND PERSONAL COMMUNICATIONS SERVICES (PCS) AND PERSONAL COMMUNICATIONS SERVICES (PCS) AND PERSONAL COMMUNICATIONS SERVICES (PCS).

5. THE PUBLIC LIMIT OF EXPOSURE ALLOWED BY AT&T IS INDICATED BY SHOWN OCCUPATIONAL LIMIT OF 30" EXPOSURE ALLOWED BY AT&T IS THE BOTTOM OF THE ANTENNA IS MOUNTED (8) FEET FEET FROM THE PUBLIC LIMIT OF EXPOSURE (PL) OF THE PERSONAL COMMUNICATIONS SERVICES (PCS) AND PERSONAL COMMUNICATIONS SERVICES (PCS) AND PERSONAL COMMUNICATIONS SERVICES (PCS) AND PERSONAL COMMUNICATIONS SERVICES (PCS).

2 GENERAL NOTES

1 NOTICE SIGN

NOTICE

Beyond This Point You are entering a controlled area where RF emissions may exceed the FCC Controlled Exposure Limits. Follow all posted signs and site guidelines for working in RF environment.

4 INFORMATION SIGNAGE

3 CAUTION AND WARNING SIGN

INFORMATION SIGNAGE

CONTRACTOR SHALL INSTALL ALL INFORMATION SIGNAGE IN ACCORDANCE WITH AT&T WIRELESS PROJECT SITE-SPECIFIC SAFETY POLICY AND RF SAFETY LEVELS AND INSTRUCTIONS ON LABEL AND LOCATION OF SIGNAGE.

WARNING

Beyond This Point you are entering a controlled area where RF emissions may exceed the FCC Controlled Exposure Limits. Owey all posted signs and site guidelines for working in RF environment.

CAUTION

Beyond This Point you are entering a controlled area where RF emissions may exceed the FCC Controlled Exposure Limits. Owey all posted signs and site guidelines for working in RF environment.

10 FENCED COMPOUND SIGNAGE

9 FCC ASR SIGNAGE

8 GATE SIGNAGE

NO TRESPASSING

PROPERTY OF AT&T
AUTHORIZED PERSONNEL ONLY

No Trespassing
Visitors Will be Prosecuted

In case of emergency, or prior to performing modifications on this site, call and reference cell site number

5 SHELTER / CABINET DOORS SIGNAGE

6 GATE SIGNAGE

7 DOOR / EQUIP. SIGN

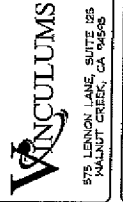
6 GATE SIGNAGE

PROPERTY OF AT&T
AUTHORIZED PERSONNEL ONLY

IN CASE OF EMERGENCY OR PRIOR TO PERFORMING MAINTENANCE ON THIS SITE, CALL 800-385-8822 AND REFERENCE CELL SITE NUMBER.

PROPERTY OF AT&T
AUTHORIZED PERSONNEL ONLY

IN CASE OF EMERGENCY OR PRIOR TO PERFORMING MAINTENANCE ON THIS SITE, CALL 800-385-8822 AND REFERENCE CELL SITE NUMBER.



PROJECT NO:
DRAWN BY:
CHECKED BY:
DATE:

NO.	REVISION	DATE	DESCRIPTION
1	ISSUED FOR PERMITS		
2	ISSUED FOR PERMITS		

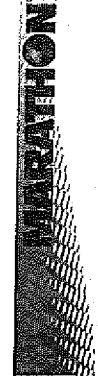


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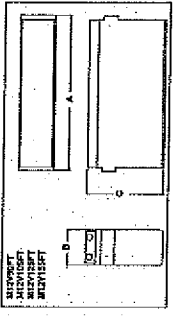
CNU5850/FA:10067900
12TH-MADISON
171 12TH STREET
(ROOFTOP)

SHEET TITLE
BATTERY SPECIFICATIONS

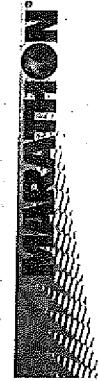
SHEET NUMBER
GN-4



Model	Capacity (Ah)	Weight (lbs)	Dimensions (L x W x H)
100	100	100	100 x 100 x 100
150	150	150	150 x 150 x 150
200	200	200	200 x 200 x 200
300	300	300	300 x 300 x 300
400	400	400	400 x 400 x 400
500	500	500	500 x 500 x 500
600	600	600	600 x 600 x 600
700	700	700	700 x 700 x 700
800	800	800	800 x 800 x 800
900	900	900	900 x 900 x 900
1000	1000	1000	1000 x 1000 x 1000



Model	Capacity (Ah)	Weight (lbs)	Dimensions (L x W x H)
100	100	100	100 x 100 x 100
150	150	150	150 x 150 x 150
200	200	200	200 x 200 x 200
300	300	300	300 x 300 x 300
400	400	400	400 x 400 x 400
500	500	500	500 x 500 x 500
600	600	600	600 x 600 x 600
700	700	700	700 x 700 x 700
800	800	800	800 x 800 x 800
900	900	900	900 x 900 x 900
1000	1000	1000	1000 x 1000 x 1000



From the World Leader in VRLA Battery Technology

Marathon Batteries are the world's most advanced VRLA technology designed for long life and high performance. Our batteries are the only ones in the world that are designed to last for 10 years or more. The reason for this is our unique "Marathon" design, which allows us to produce a battery that is 100% maintenance free. Our batteries are the only ones in the world that are designed to last for 10 years or more. The reason for this is our unique "Marathon" design, which allows us to produce a battery that is 100% maintenance free.

High Performance MARATHON® VRLA Batteries

Marathon Batteries are the world's most advanced VRLA technology designed for long life and high performance. Our batteries are the only ones in the world that are designed to last for 10 years or more. The reason for this is our unique "Marathon" design, which allows us to produce a battery that is 100% maintenance free. Our batteries are the only ones in the world that are designed to last for 10 years or more. The reason for this is our unique "Marathon" design, which allows us to produce a battery that is 100% maintenance free.



50, 100, 200, 300, 400, 500, 600, 700, 800, 900, 1000

GENERAL INFORMATION

1. **DESCRIPTION:** This document is a specification for the installation of a battery system. The system is to be installed in a room that is 10 feet high and 10 feet wide. The room is to be located in the basement of the building. The system is to be installed in a room that is 10 feet high and 10 feet wide. The room is to be located in the basement of the building.

INSTALLATION REQUIREMENTS

1. **Room Preparation:** The room must be prepared for the installation of the battery system. This includes the removal of any existing equipment and the installation of a new floor. The room must be located in the basement of the building. The room is to be 10 feet high and 10 feet wide.

PERFORMANCE REQUIREMENTS

1. **Capacity:** The battery system must have a capacity of 1000 Ah. The system must be able to provide a minimum of 1000 Ah of capacity. The system must be able to provide a minimum of 1000 Ah of capacity.

WARRANTY

1. **Warranty:** The manufacturer warrants that the battery system will last for 10 years. The manufacturer warrants that the battery system will last for 10 years. The manufacturer warrants that the battery system will last for 10 years.

Model	Capacity (Ah)	Weight (lbs)	Dimensions (L x W x H)
100	100	100	100 x 100 x 100
150	150	150	150 x 150 x 150
200	200	200	200 x 200 x 200
300	300	300	300 x 300 x 300
400	400	400	400 x 400 x 400
500	500	500	500 x 500 x 500
600	600	600	600 x 600 x 600
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800	800	800	800 x 800 x 800
900	900	900	900 x 900 x 900
1000	1000	1000	1000 x 1000 x 1000

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500	500	500	500 x 500 x 500
600	600	600	600 x 600 x 600
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800	800	800	800 x 800 x 800
900	900	900	900 x 900 x 900
1000	1000	1000	1000 x 1000 x 1000

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100	100	100	100 x 100 x 100
150	150	150	150 x 150 x 150
200	200	200	200 x 200 x 200
300	300	300	300 x 300 x 300
400	400	400	400 x 400 x 400
500	500	500	500 x 500 x 500
600	600	600	600 x 600 x 600
700	700	700	700 x 700 x 700
800	800	800	800 x 800 x 800
900	900	900	900 x 900 x 900
1000	1000	1000	1000 x 1000 x 1000



480 ROBINHOOD DR, BLDG. #3
PLEASANTON, CA 94686



876 LENNON LANE, SUITE 125
MALIBU CREEK, CA 94268



ZALZALI & ASSOCIATES INC.
2070 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612

PROJECT NO.	RF
DRAWN BY:	DN
CHECKED BY:	DN

NO.	DATE	DESCRIPTION
1	10/20/17	ISSUE FOR PERMITS
2	11/15/17	REVISED FOR PERMITS
3	12/15/17	REVISED FOR PERMITS
4	01/15/18	REVISED FOR PERMITS
5	02/15/18	REVISED FOR PERMITS



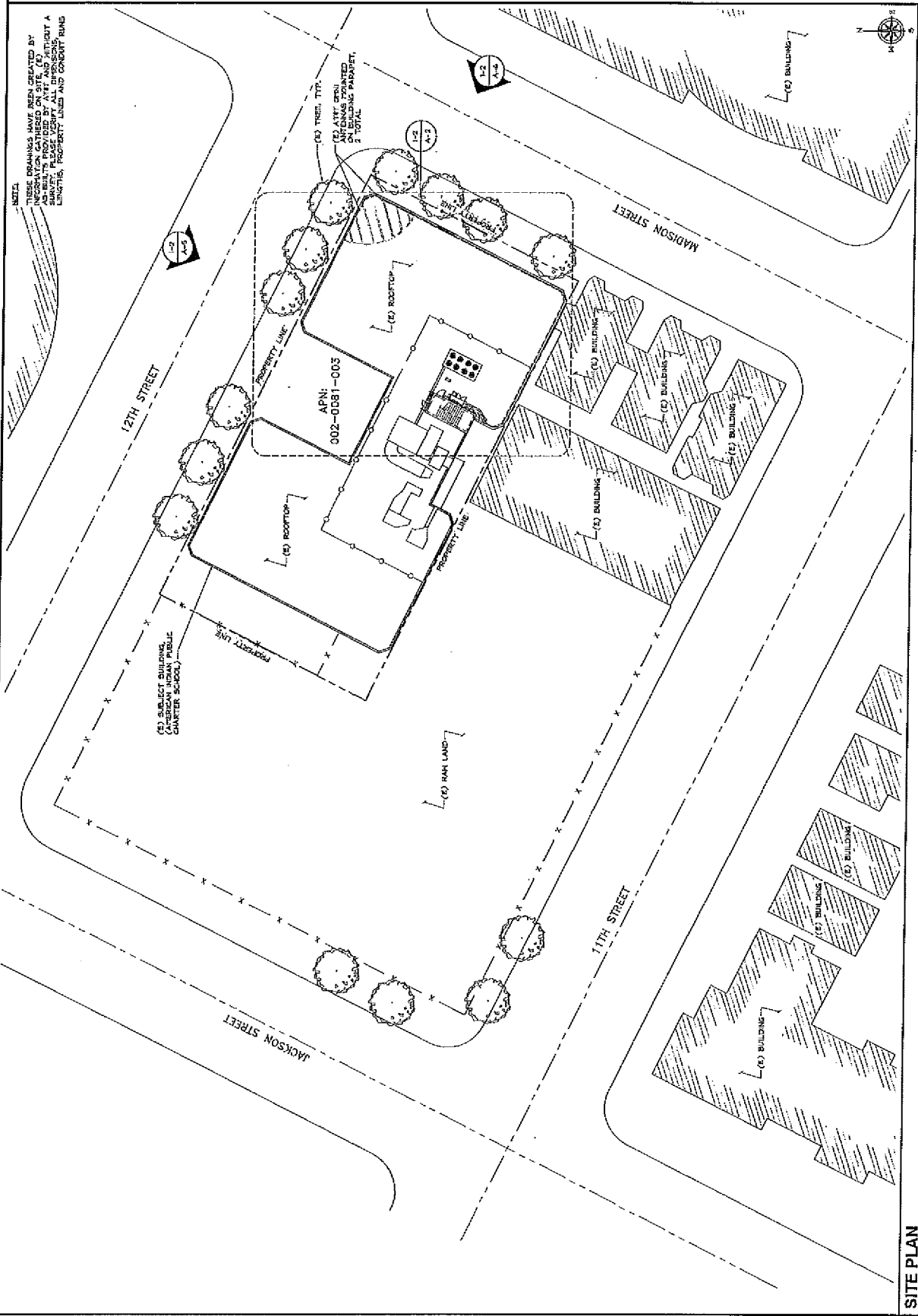
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MUST BE PLACED ON THE DOCUMENT.

CN03850/FA-10087900
12TH-MADISON
171 12TH STREET
OAKLAND, CA 94607
(ROOFTOP)

SHEET TITLE
SITE PLAN

SHEET NUMBER
A-1

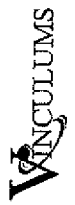
NOTE:
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AN UNLICENSED ARCHITECT. ANY
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APPROVED BY THE ARCHITECT AND
REGISTERED PROFESSIONAL ENGINEER.



SITE PLAN



480 ROSEWOOD DR. BLDG. #3
PLEASANTON, CA 94558



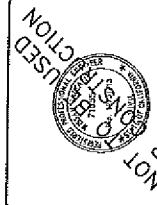
575 LEMMON LANE, SUITE 205
MAYMUT CREEK, CA 94569



ZALZALI & ASSOCIATES, INC.
2070 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612

PROJECT NO.	
ISSUED BY	RF
CHECKED BY	DM

A	ISSUES	NO. ISSUES FOR REVIEW
B	ISSUES	NO. ISSUES FOR REVIEW
C	ISSUES	NO. ISSUES FOR REVIEW
D	ISSUES	NO. ISSUES FOR REVIEW
E	ISSUES	NO. ISSUES FOR REVIEW
F	ISSUES	NO. ISSUES FOR REVIEW
G	ISSUES	NO. ISSUES FOR REVIEW
H	ISSUES	NO. ISSUES FOR REVIEW
I	ISSUES	NO. ISSUES FOR REVIEW
J	ISSUES	NO. ISSUES FOR REVIEW
K	ISSUES	NO. ISSUES FOR REVIEW
L	ISSUES	NO. ISSUES FOR REVIEW
M	ISSUES	NO. ISSUES FOR REVIEW
N	ISSUES	NO. ISSUES FOR REVIEW
O	ISSUES	NO. ISSUES FOR REVIEW
P	ISSUES	NO. ISSUES FOR REVIEW
Q	ISSUES	NO. ISSUES FOR REVIEW
R	ISSUES	NO. ISSUES FOR REVIEW
S	ISSUES	NO. ISSUES FOR REVIEW
T	ISSUES	NO. ISSUES FOR REVIEW
U	ISSUES	NO. ISSUES FOR REVIEW
V	ISSUES	NO. ISSUES FOR REVIEW
W	ISSUES	NO. ISSUES FOR REVIEW
X	ISSUES	NO. ISSUES FOR REVIEW
Y	ISSUES	NO. ISSUES FOR REVIEW
Z	ISSUES	NO. ISSUES FOR REVIEW

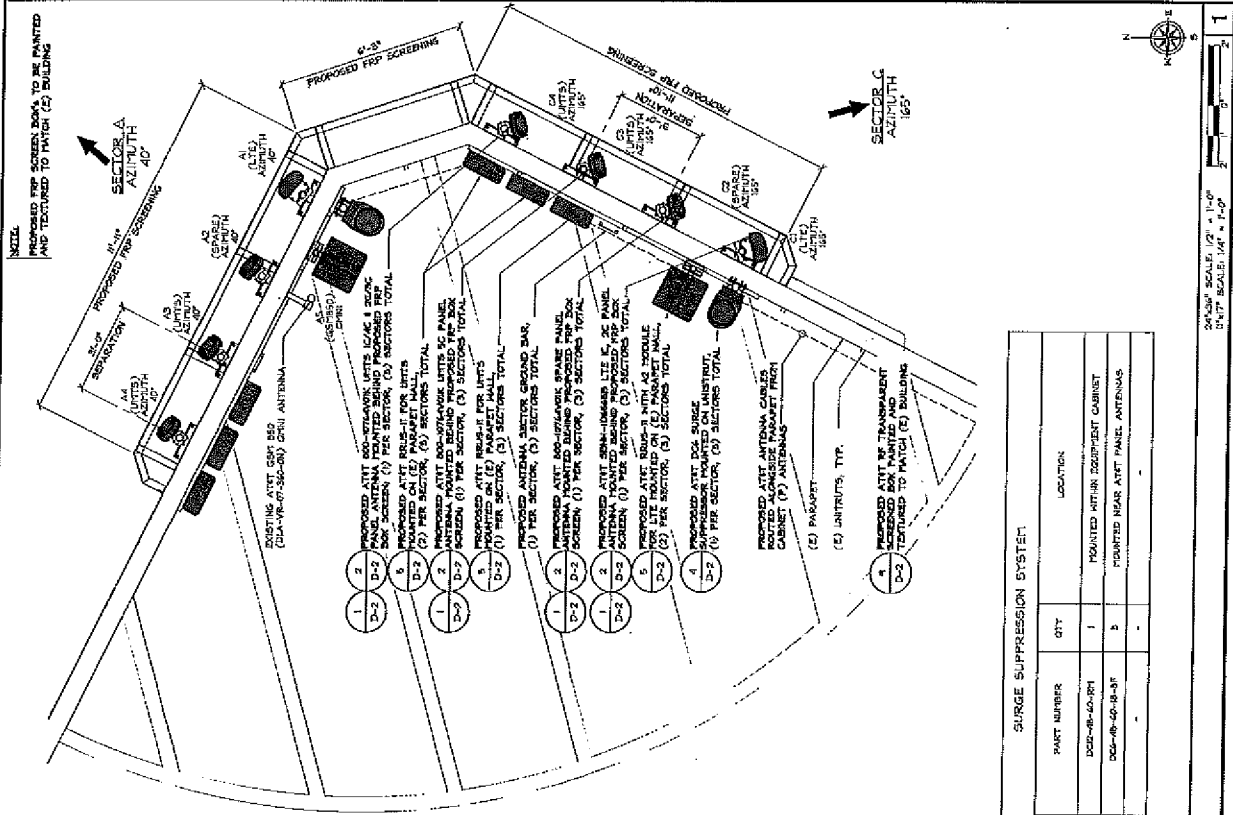


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OR HIS EMPLOYEES TO ALTER
THIS DOCUMENT.

CNU3950/FA-10087900
12TH-MADISON
171 12TH STREET
OAKLAND, CA 94607
(ROOFTOP)

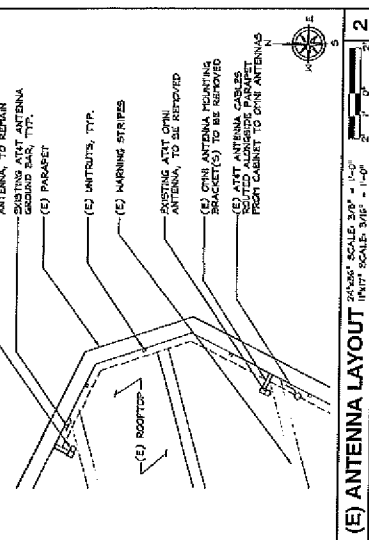
SHEET TITLE
ANTENNA LAYOUTS

SHEET NUMBER
A-4

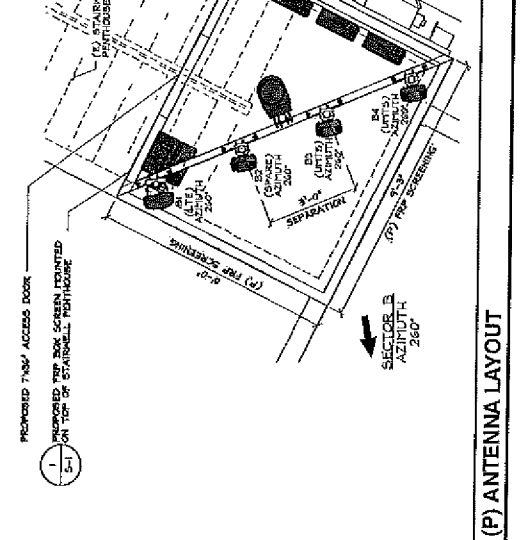


ANTENNA	RRU TYPE	QTY.
1	RRUS-1 (100W)	1 EA.
2	RRUS-2 (100W)	1 EA.
3	RRUS-3 (100W)	1 EA.
4	RRUS-4 (100W)	1 EA.

ANTENNA	PROPOSED TECHNOLOGY	EXISTING ANTENNA	PROPOSED DISTING.	PROPOSED LENGTH	TRANSMISSION CABLE
A1	LTE B20E	OPN	45'-0"	3160'	RG 214 25' x 1.625" TO 300' TO 275' ONLY JUMPER
A2	SPARE	OPN	45'-0"	3160'	RG 214 25' x 1.625" TO 300' TO 275' ONLY JUMPER
A3	UNITS B2	OPN	45'-0"	3160'	RG 214 25' x 1.625" TO 300' TO 275' ONLY JUMPER
A4	UNITS B2	OPN	45'-0"	3160'	RG 214 25' x 1.625" TO 300' TO 275' ONLY JUMPER
A5	UNITS B2	OPN	45'-0"	3160'	RG 214 25' x 1.625" TO 300' TO 275' ONLY JUMPER
B1 & C1	LTE B20E	OPN	45'-0"	3160'	RG 214 25' x 1.625" TO 300' TO 275' ONLY JUMPER
B2 & C2	SPARE	OPN	45'-0"	3160'	RG 214 25' x 1.625" TO 300' TO 275' ONLY JUMPER
B3 & C3	UNITS B2	OPN	45'-0"	3160'	RG 214 25' x 1.625" TO 300' TO 275' ONLY JUMPER
B4 & C4	UNITS B2	OPN	45'-0"	3160'	RG 214 25' x 1.625" TO 300' TO 275' ONLY JUMPER




ANTENNA	PROPOSED TECHNOLOGY	EXISTING ANTENNA	PROPOSED DISTING.	PROPOSED LENGTH	TRANSMISSION CABLE
A1	LTE B20E	OPN	45'-0"	3160'	RG 214 25' x 1.625" TO 300' TO 275' ONLY JUMPER
A2	SPARE	OPN	45'-0"	3160'	RG 214 25' x 1.625" TO 300' TO 275' ONLY JUMPER
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B1 & C1	LTE B20E	OPN	45'-0"	3160'	RG 214 25' x 1.625" TO 300' TO 275' ONLY JUMPER
B2 & C2	SPARE	OPN	45'-0"	3160'	RG 214 25' x 1.625" TO 300' TO 275' ONLY JUMPER
B3 & C3	UNITS B2	OPN	45'-0"	3160'	RG 214 25' x 1.625" TO 300' TO 275' ONLY JUMPER
B4 & C4	UNITS B2	OPN	45'-0"	3160'	RG 214 25' x 1.625" TO 300' TO 275' ONLY JUMPER



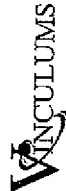
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DCS-60-60-RP1	1	POINTED INTER DEPARTMENT CABINET
DCS-60-60-RP1	1	POINTED INTER DEPARTMENT CABINET




MANUFACTURER	QTY	LOCATION
RAYCAP	1	POINTED INTER DEPARTMENT CABINET
RAYCAP	1	POINTED INTER DEPARTMENT CABINET



400 ROSENTHAL DR. BLDG. 95
PLEASANTON, CA 94688



575 LEMMON LANE SUITE 105
WALNUT CREEK, CA 94698



ZALALI & ASSOCIATES INC.
2070 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612

PROJECT NO. _____
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CHECKED BY: DM

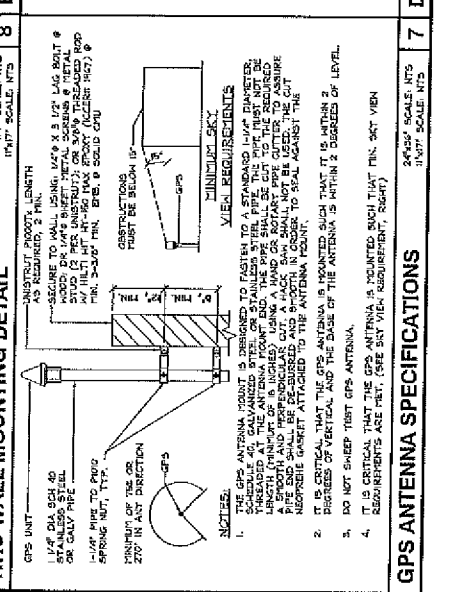
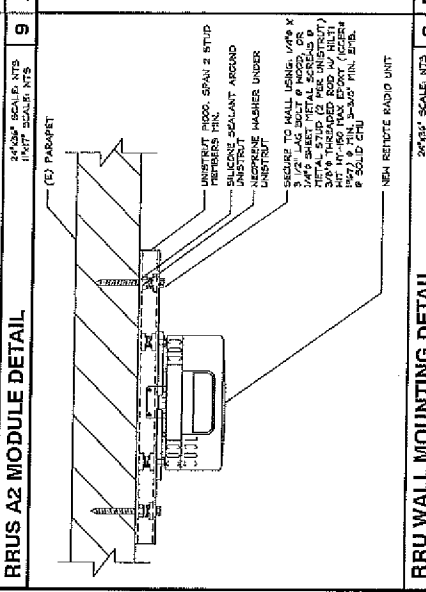
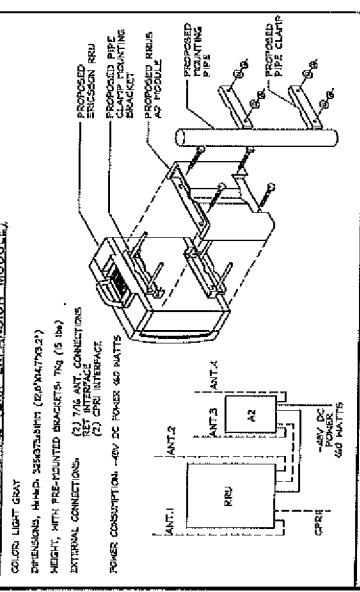
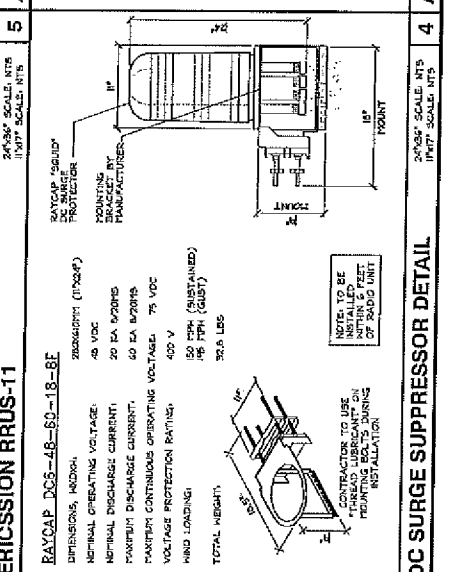
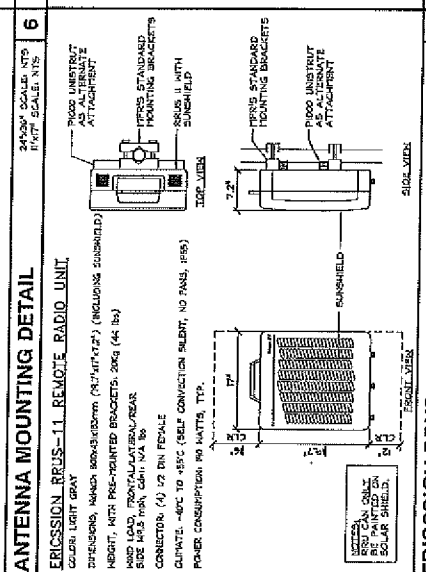
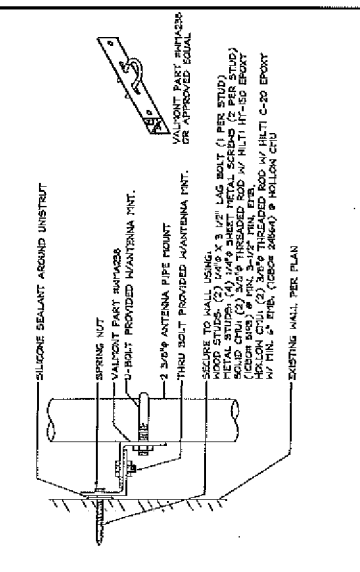
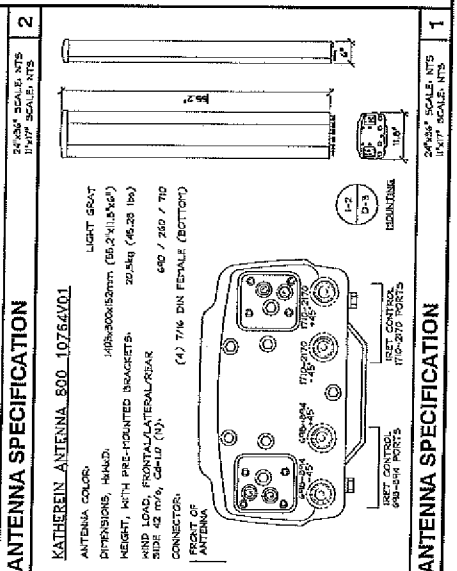
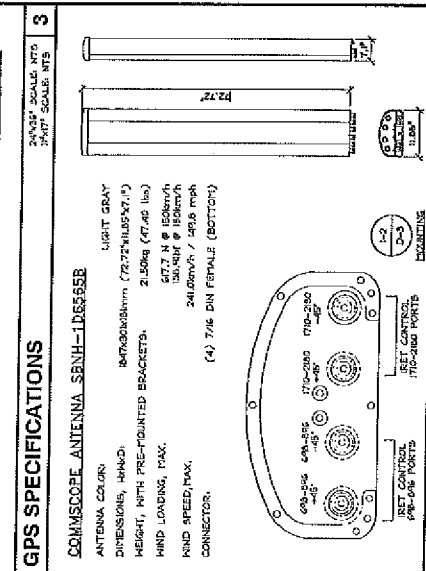
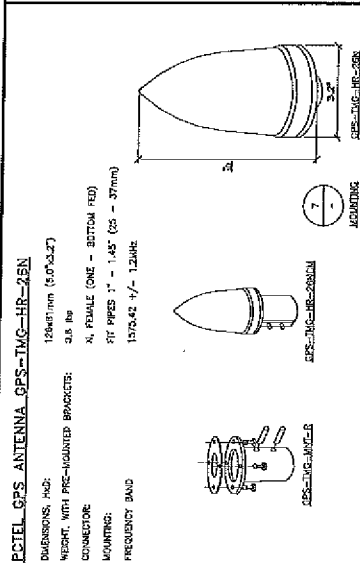
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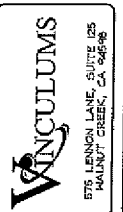
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CNU3590/FA-10087900
12TH-MADISON
171 12TH STREET
OAKLAND, CA 94607
(ROOFTOP)

SHEET TITLE
DETAILS

SHEET NUMBER
D-2





ZALZALI ASSOCIATES, INC.
2070 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612

PROJECT NO.	
DRAWN BY:	RF
CHECKED BY:	DM
DATE	
NO.	DESCRIPTION
1	REVISED FOR REDLINE
2	REVISED FOR REDLINE

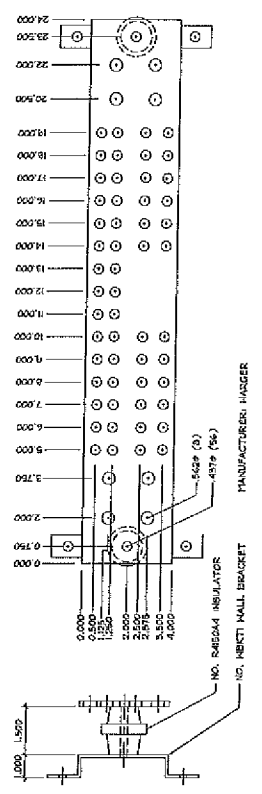


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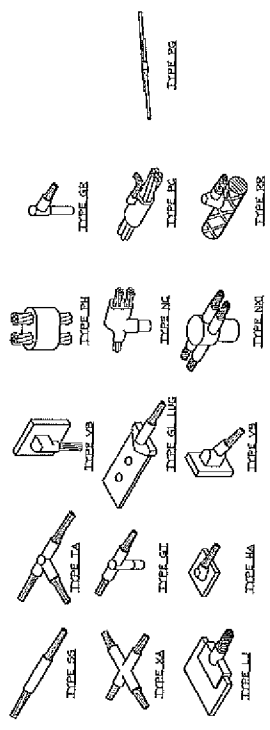
CN1395D/FA-10087900
12TH-MADISON
171 12TH STREET
OAKLAND, CA 94607
(ROOFTOP)

SHEET TITLE
GROUNDING SCHEMATIC
& GROUNDING DETAILS

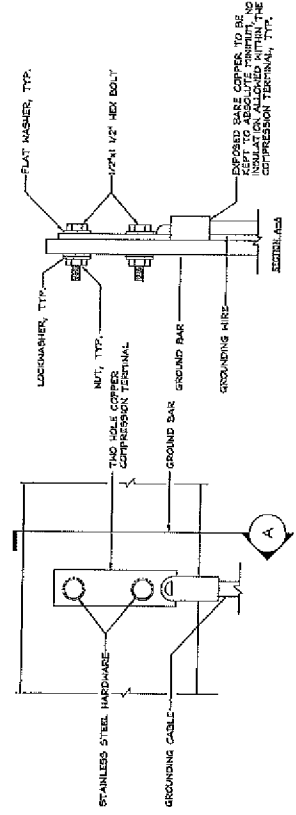
SHEET NUMBER
G-1



3 24" GROUND BAR
24" x 3" SCALE, NTS
1/4" = 1' SCALE, NTS

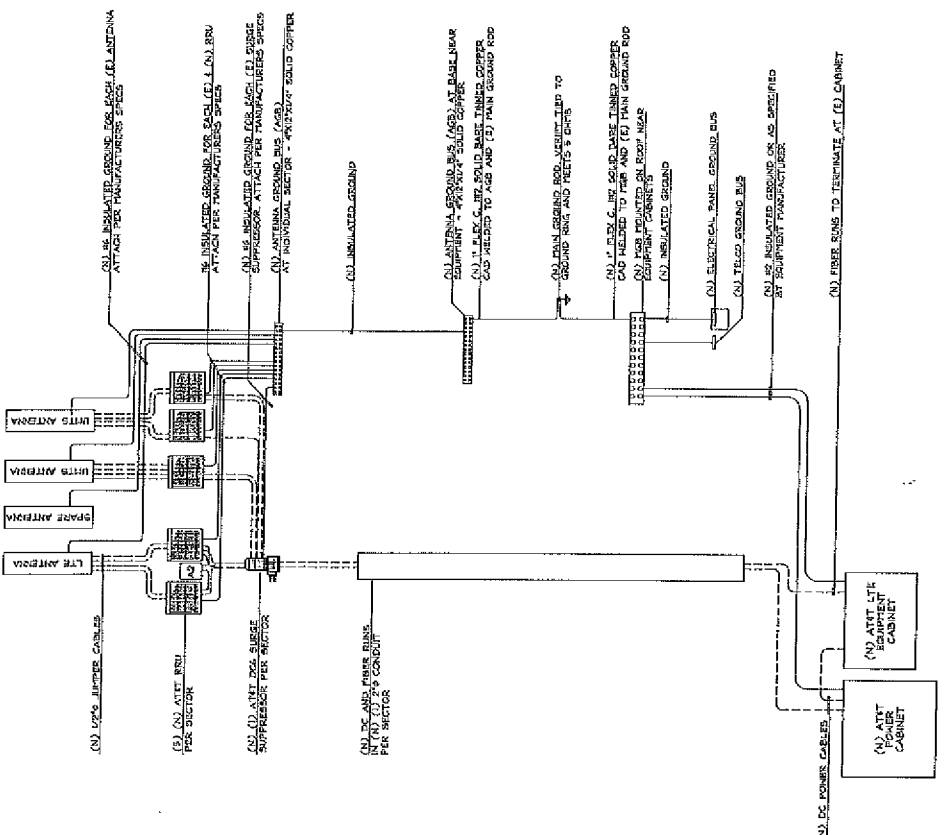


2 TYPICAL CADWELD TYPES
24" x 3" SCALE, NTS
1/4" = 1' SCALE, NTS




1 TYPICAL GROUND BAR CONNECTION
24" x 3" SCALE, NTS
1/4" = 1' SCALE, NTS

- NOTES:
1. TORQUING UP OR STACKING OF CONNECTIONS IS NOT PERMITTED.
 2. COLD HEATING EQUIPMENT TO BE USED AT ALL LOCATIONS AND TO BE APPLIED PRIOR TO ADDING WADONASE.

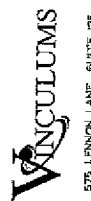


- GENERAL NOTES:
1. SPICE GROUND CONNECTIONS.
 2. FOLLOW GENERAL CABLE MANUFACTURER'S RECOMMENDATIONS, TYP.
 3. ALL INSULATED GROUND BUSES TO BE STRANDED, AND WIRE UNLESS NOTED OTHERWISE.
 4. THIS IS TYPICAL FOR ONE SECTOR OF ANTENNAS. SEE PLANS FOR NUMBER OF SECTIONS.
 5. NUMBER OF COAX IS DIAGNOSTIC.
 6. EXISTING SPLINERS AND EXISTING TYP'S NOT SHOWN FOR CLARITY.


4 COAX & GROUNDING SYSTEM SCHEMATIC
24" x 3" SCALE, NTS
1/4" = 1' SCALE, NTS



480 ECHOLSWOOD DR. BLDG. #8
PLEASANTON, CA 94699




578 LENNON LAKE, SUITE #5
HALIBUT CREEK, CA 94578



ZALZALI ASSOCIATES INC.
2070 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612

PROJECT NO.	
DRAWN BY	RF
CHECKED BY	DM
REV.	
DATE	
DESCRIPTION	

NOT FOR CONSTRUCTION

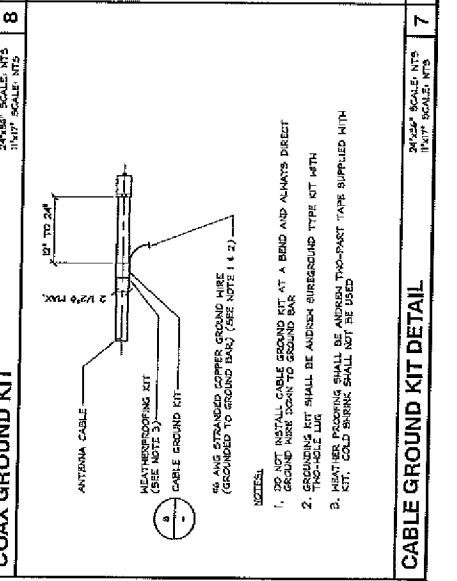
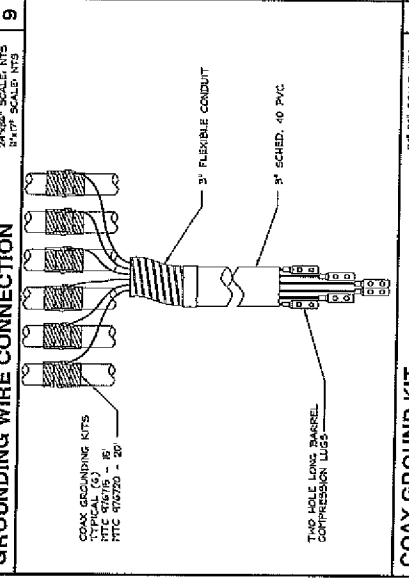
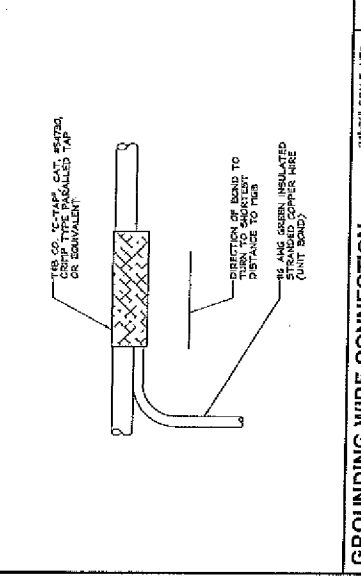
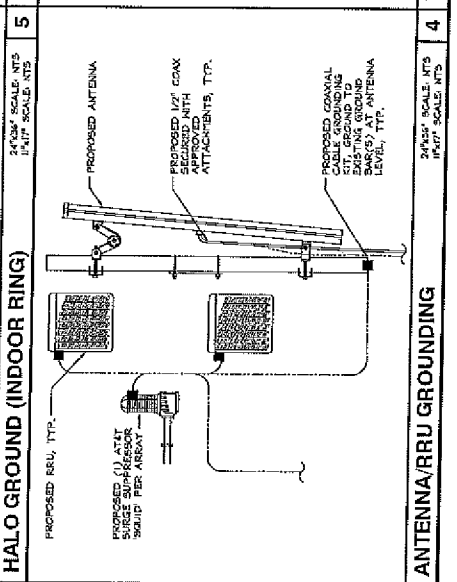
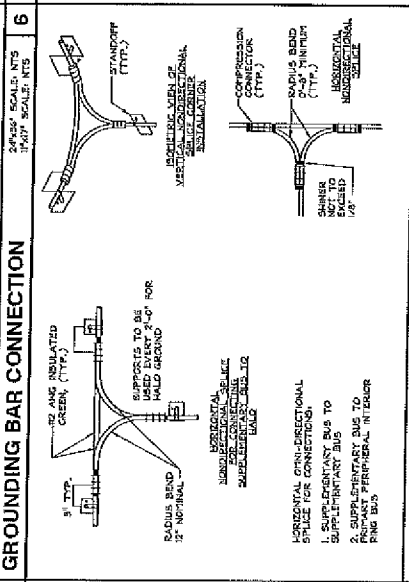
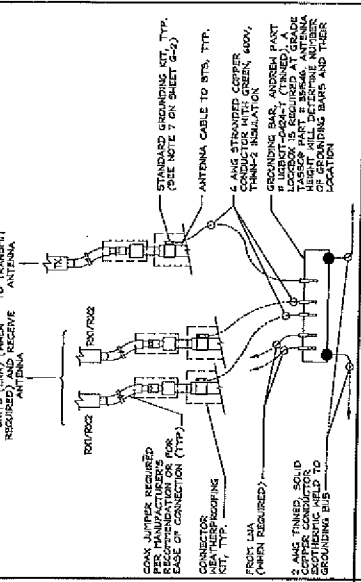
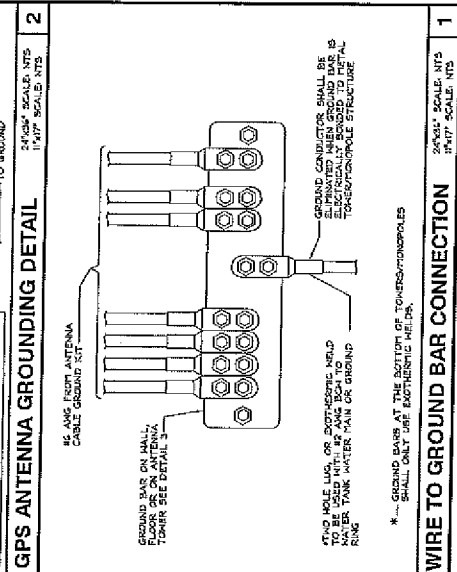
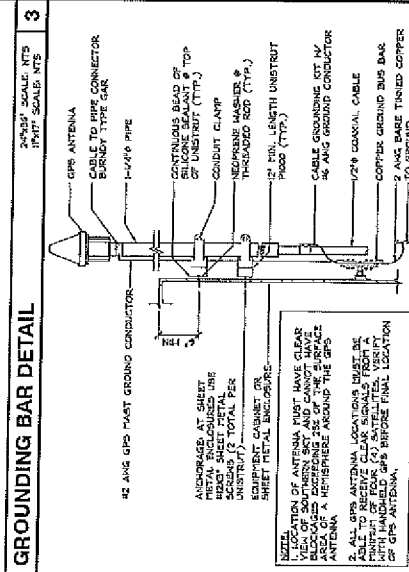
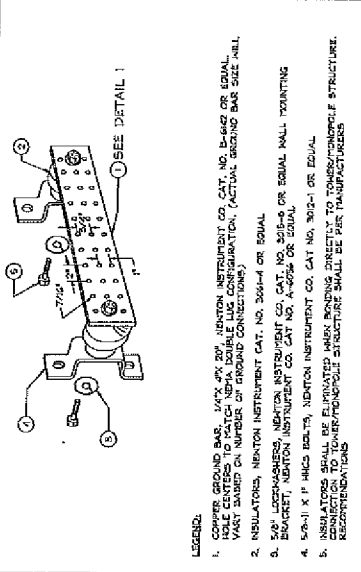


IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING AS AN EMPLOYEE OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

CNU3950 / FA-10087900
12TH-MADISON
171 12TH STREET
OAKLAND, CA 94607
(ROOFTOP)

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
G-2



MICROCELL SITE LEASESITE NAME: WELLS FARGO PLAZA
SITE No: G050

This **MICROCELL SITE LEASE** is dated as of June 30, 1997, between **BAY AREA CELLULAR TELEPHONE COMPANY**, a California general partnership, doing business as Cellular One ("CellularOne") having its principal place of business at 651 Gateway Blvd., Ste. 1500, South San Francisco, CA 94080, Attn. Director, Systems Development, and **BARCLAYS PLAZA ASSOCIATES**, a California limited partnership ("Lessor"), having its principal place of business c/o Moyer Realty Company, 1000 Marina Village Parkway, Suite 110, Alameda, CA 94501.

1. **The Site.** Lessor is the record owner of a building (the "Building") constructed on that certain parcel of real property located in the State of California, County of Alameda, City of Oakland commonly known as 171 12th Street also known as Assessor's Parcel No. 002-0081-003 and for which a legal description is attached as Exhibit A (the "Site").

2. **Lease of the Premises.**

(a) **Premises.** Lessor hereby leases to CellularOne and CellularOne leases from Lessor that portion of the Site generally described as follows: approximately fifty (50) square feet of space on the roof of the Building for placement of CellularOne's communications equipment cabinet and space on the northeast corner of the Building at an elevation of approximately thirty-seven feet (37) above ground level for the placement of up to two (2) cellular telephone antennas (collectively the "Premises") as shown for legal purposes in attached Exhibit B.

(b) **CellularOne Improvements.** Following the Commencement Date (defined herein), CellularOne shall have the right to construct the MicroCell Site (defined herein) in substantial conformance with the plans attached as Exhibit B which are hereby approved for construction by Lessor. CellularOne shall obtain all necessary governmental approvals and permits prior to commencing construction and shall provide Lessor with notice prior to the start of construction. All CellularOne contractors and subcontractors shall be duly licensed in the state of California.

3. **Rent.**

(a) **Base Rent.** CellularOne shall pay to Lessor as rent the sum of Eight Hundred Dollars (\$800.00) per month, due and payable on the first day of each month, in advance, commencing on the Commencement Date and continuing during the term.

(b) **Utility Charge.** CellularOne shall install separate utility meters or submeters at the Premises and, when permitted by the serving utilities, shall be responsible directly to the serving utilities for all utility service required for CellularOne's use of the Premises. In the event utilities are provided by Lessor, CellularOne shall pay to Lessor the cost of utility service provided to the Premises and attributable to CellularOne's use ("Utility Charge"). Calculation of the actual Utility Charge due shall be made jointly by Lessor and CellularOne, and, if they cannot agree, by an arbitrator reasonably acceptable to both parties.

(c) **Administrative Fee.** With each payment of rent CellularOne shall also pay to Lessor an administrative fee of Two Hundred Dollars (\$200.00). The monthly rental payment and administrative fee are herein together referred to as the "Lease Payment".

(d) **Initial Payment.** Notwithstanding the provisions of

Paragraph 3(a), on the Commencement Date CellularOne shall pay to Lessor the Lease Payments for the first three months of the Lease Term together with a non-refundable security deposit of One Thousand Dollars (\$1000.00).

(d) **Annual Adjustment.** The Lease Payment shall be subject to adjustment on each anniversary of the Commencement Date (the "Adjustment Date(s)") based upon the Consumer Price Index, All Urban Consumers (CPI-U), San Francisco-Oakland-San Jose Area, All items (standard reference base period 1982-84 = 100) published by the U.S. Department of Labor, Bureau of Labor Statistics (the "Index"), in effect on the Commencement Date (the "Beginning Index"). If the Index published most immediately preceding the Adjustment Date in question (the "Adjustment Index") has increased over the Beginning Index, the monthly rent for the period following the Adjustment Date in question and until the next Adjustment Date shall be set by multiplying the Section 3(a) Lease Payment by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index. In no case shall the monthly rent be less than the Section 3(a) Lease Payment and in no case shall the monthly rent increase more than four percent (4%) on any Adjustment Date. If the Index is changed the Index shall be converted in accordance with the conversion factor published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised, such other government index or computation with which it is replaced shall be used.

4. **Term of Lease.** This Lease shall be for an initial term of five (5) years commencing on the Commencement Date. The Lease term will automatically renew on the same terms and conditions at the expiration of the initial term or any subsequent extension term for a total of three (3) optional extension terms of five (5) years each unless CellularOne gives Lessor notice of its intention not to renew any such five year term not less than sixty (60) days prior to the expiration of the then current term.

5. **Commencement Date: Governmental Permits.** The initial term of this Lease shall commence on the day that CellularOne obtains all permits and approvals necessary for CellularOne to be legally entitled to construct a facility for providing cellular telephone services at the Premises (the "Commencement Date"). CellularOne shall notify Lessor in writing of the date on which all such permits and approvals have been obtained. CellularOne shall be permitted to occupy the Premises and commence construction of the MicroCell Site upon receipt of all such permits and approvals and notice to Lessor as required in Section 2.

6. **Use of the Premises.** CellularOne shall use the Premises as one of CellularOne's communications sites (a "MicroCell Site") comprising CellularOne's system (the "System") for furnishing all cellular telephone, radio and telecommunications services to the public that CellularOne is legally authorized to provide during the term of this Lease.

7. **Easement.** Lessor hereby grants to CellularOne for the term of this Lease, an unimpaired, non-exclusive easement in and over the common areas at the Site providing physical access to or from the Premises by personnel, equipment, cables and utilities, including all utility ducts and conduits and any other means by which utilities or communications signals may be delivered to or from the Premises (collectively the "Access Areas"). The rights granted to CellularOne herein are for the purpose of installing, constructing, maintaining, restoring,

replacing, and operating CellularOne's equipment located within or on the Premises or such Access Areas. Such rights shall include the right of ingress and egress, twenty-four (24) hours per day, seven (7) days per week over such Access Areas for access to or from any of CellularOne's equipment. CellularOne will use a key card security system to access to the Premises after regular business hours. Lessor will provide CellularOne with a private code for such system and CellularOne will pay Lessor a Ten Dollar (\$10.00) deposit to obtain a key card for such system.

8. Protections Against Interference. CellularOne acknowledges that InterCity Express has an existing antenna on the roof of the Building, and CellularOne agrees not to interfere with said existing antenna provided said antenna is being properly operated within its assigned frequencies and is in compliance with all applicable F.C.C. rules and regulations. Lessor shall provide CellularOne with notice of any proposed installation of communication antennas on the Site. CellularOne shall advise Lessor within ten (10) days receipt of such notice whether CellularOne has determined in good faith that the proposed use will cause interference with CellularOne's operation of the System. Lessor will not grant rights to any party for use of the Site, nor materially modify its use of the Site, if such new use would interfere with CellularOne's operation of the System or diminish the superiority of CellularOne's signal quality for the area serviced by the MicroCell Site. Any future lease of the Site which permits the installation of communication equipment shall be conditioned upon not interfering with CellularOne's operation of the MicroCell Site.

9. Damage, Destruction and Condemnation. If the Premises are: (a) wholly damaged or destroyed so that all of the Premises are rendered unusable as a MicroCell Site then upon either party's election and thirty (30) days notice to the other party, this Lease shall terminate and CellularOne shall be liable for the rent only up to the time of such destruction; but (b) if only partially damaged or destroyed and still usable as a MicroCell Site (or if the Lease is not terminated pursuant to 9(a)), Lessor shall, within a reasonable time, repair the Premises with a reduction of rent from the time of such partial destruction until the Premises are again fully usable by CellularOne. A decision whether destroyed Premises (or condemned Premises) are still usable as a MicroCell Site, shall be made by CellularOne and Lessor and, if they cannot agree, by an arbitrator acceptable to both parties. The foregoing notwithstanding, CellularOne may re-occupy the Premises for operation of the MicroCell Site for the remainder of the term if the Premises are re-built within eighteen (18) months of any such damage or destruction. If all or part of the Premises is taken by condemnation and are no longer usable as a MicroCell Site, this Lease shall terminate unless CellularOne's equipment and improvements can be relocated to another position at the Site acceptable to Lessor and CellularOne.

10. Need to Prevent Unsupervised Access. Lessor shall never access or disturb CellularOne's antennas or equipment. In case of emergency requiring Lessor access to CellularOne's equipment, Lessor shall first call CellularOne's Network Management Center at (800)481-9500.

11. Termination. Lessor may terminate this Lease upon the occurrence of any of the following: (a) failure by CellularOne to pay rent when due if such failure shall continue for more than ten (10) days after notice to CellularOne of such failure; or (b) failure by CellularOne to comply with any material term, condition or covenant of this Lease, other than the payment of rent, if such failure is not cured within thirty (30) days after written notice to CellularOne, or in the event of a cure which requires in excess of thirty (30) days to complete, if CellularOne has not commenced such cure within thirty (30) days of such notice and is not diligently prosecuting said cure to completion. CellularOne may

terminate this Lease cause upon the giving of thirty (30) days' written notice if: (a) CellularOne fails to obtain or loses any necessary permits, approvals or orders and is thereby unable to use the Premises as a MicroCell Site; (b) CellularOne determines at any time that the Site is not appropriate for locating CellularOne's communication equipment; or (c) Lessor fails to comply with any term, condition or covenant of this Lease and does not cure such failure within thirty (30) days of CellularOne's notice or in the event of a cure which requires in excess of thirty (30) days to complete, if Lessor has not commenced such cure within thirty (30) days of such notice and is not diligently prosecuting said cure to completion. CellularOne shall have the right to cure any default by Lessor following such notice and cure period and to deduct the cost of such cure from rent upon presentation of an accounting of such costs to Lessor.

12. Warranties and Covenants of CellularOne.

CellularOne warrants and covenants that for the term of this Lease, CellularOne shall maintain comprehensive general liability insurance, with a single combined limit of \$1,000,000, insuring against claims arising out of and in connection with CellularOne's use or occupancy of the Premises. Said policy shall name Lessor as an additional insured and shall contain cross liability endorsements. CellularOne shall also maintain insurance for perils usual to a standard "all risk" insurance policy on all its equipment, personal property, fixtures, tenant improvements and alterations in, on or about the Premises. CellularOne shall furnish Lessor with a certificate indicating the applicable coverage, upon request.

13. Warranties and Covenants of Lessor. Lessor warrants and covenants that: (a) Lessor has legal right to possession of the Premises and the power and the right to enter into this Lease and that CellularOne, upon the faithful performance of all of the terms, conditions and obligations of CellularOne contained in this Lease, shall peaceably and quietly hold and enjoy the Premises upon the terms, covenants and conditions set forth in this Lease throughout the term of this Lease; (b) Lessor shall deliver the Premises to CellularOne clean and free of debris on the Commencement Date and shall maintain the Site in a manner which will not interfere with CellularOne's use of the Premises as a MicroCell Site; (c) Lessor shall make available to CellularOne at the Premises, all presently existing utility services required by CellularOne for purposes of the operation of CellularOne's equipment at the Premises, provided that CellularOne may at its own expense install any additional utilities service facilities which are so required; (d) Lessor shall maintain at its expense throughout the term of this Lease a policy of property insurance for perils usual to a standard "all risk" insurance policy in an amount equal to the full replacement cost of the Building and all improvements now or hereafter located on the Site, excepting CellularOne's fixtures, equipment, personal property, tenant improvements and alterations; and (f) CellularOne shall have access to the Premises from the nearest public way at all times.

14. Title To and Removal Of CellularOne's Equipment; Surrender.

Title to CellularOne's equipment, and all improvements installed at and affixed to the Premises by CellularOne shall be and shall remain the property of CellularOne. CellularOne may, at any time, including any time it vacates the Premises, remove CellularOne's equipment, fixtures, and all of CellularOne's personal property from the Premises. Upon termination of this Lease, CellularOne shall remove the equipment and improvements installed at the Premises by CellularOne and shall surrender the Premises in as good order and condition as when first occupied by CellularOne, wear and tear and damage by fire or other casualty excepted. The foregoing notwithstanding, CellularOne shall not be required to remove any structural improvements made to the Site or the

Premises in order to provide sufficient support for CellularOne's equipment and antennas.

15. Holding Over. If CellularOne holds over after this Lease has been terminated, the tenancy shall be month-to-month, subject to the provisions of this Lease.

16. Notices and Other Communications. Notices required by this Lease shall be delivered by (i) personal delivery (including delivery by overnight courier service which obtains confirmation of receipt) or (ii) postage prepaid return receipt requested certified mail, addressed to the party for whom intended at the addresses appearing in the first paragraph above or such other address as the intended recipient may designate by written notice. A copy of each notice to CellularOne shall be sent to: Paul Albritton, Mackenzie & Albritton, One Post St., Ste. 500, S.F., CA 94104.

17. Mutual Release: Waivers Of Subrogation. The parties release each other, and their respective authorized representatives, from any claims for damage to the Premises and the Building and other improvements in which the Premises are located, and to the fixtures, personal property, tenant improvements, and alterations of either Lessor or CellularOne in or on the Premises and the Building and other improvements in which the Premises are located that are caused by or result from risks insured against under property insurance policies carried by the parties and in force at the time of any such damage. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by any risks insured against under any insurance policy required by this Lease.

18. Confidential Information. In connection with this Lease, and Lessor's access to the Premises, CellularOne has or will disclose to Lessor certain information which is non-public, confidential and/or proprietary in nature, including, without limitation, CellularOne equipment specifications, the terms and

conditions of this Lease, including rent, and any studies or documents prepared in connection with this Lease, all of which are referred to herein as "Confidential Information". Lessor shall not disclose Confidential Information to any third party without the express written authorization of CellularOne; except (a) as required by law, (b) in confidence, to legal counsel, technical consultants, financing sources, prospective purchasers of the Site, and brokers, appraisers and financing sources involved in a sale and purchase of the Site with a "need to know"; or (c) regarding the enforcement of this Lease. A breach or threatened breach of this covenant will result in irreparable and continuing damage to CellularOne without adequate remedy at law which Lessor agrees shall entitle CellularOne to injunctive relief and/or a decree of specific performance, and all other relief legally available to CellularOne.

19. Waivers; Written Agreement to Govern; Attorneys' Fees. Any waiver of any right under this Lease must be in writing and signed by the waiving party. This Lease is the entire understanding between the parties relating to the subjects it covers. The prevailing party in any action or proceeding brought to enforce this Lease shall be entitled to recover its reasonable attorneys' fees, costs, and expenses in connection with such action or proceeding from the other party.

20. Further Assurances. In addition to the actions specifically mentioned in this Lease, the parties shall each do whatever may be reasonably necessary to accomplish the transactions contemplated by this Lease including, without limitation, execution of all applications, permits and approvals required of Lessor for construction of the MicroCell Site by CellularOne; cooperation in obtaining Non-Disturbance Agreements from holders of senior encumbrances on the Property; execution of IRS Form W-9; and a Memorandum of this Lease in a form appropriate for recording in the county in which the Premises are situated.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first set forth above.

CELLULARONE: BAY AREA CELLULAR TELEPHONE COMPANY, a California general partnership

By: CMT Partners, a Delaware general partnership, its general partner

By: Glenn T. Umetsu
Title: Vice President of Engineering & Operations

Printed Name: Glenn T. Umetsu

LESSOR: BARCLAYS PLAZA ASSOCIATES, a California limited partnership

By: Terence W. Moyer
Terence Moyer, general partner

Federal Tax ID. No: 94-2646595

SCHEDULE OF EXHIBITS: (a) Exhibit A (the "Site"); (b) Exhibit B (the "Premises");

IRS Form W-9

EXHIBIT A

LEGAL DESCRIPTION:


Real property in the City of Oakland, County of Alameda, State of California, described as follows:

Lots 10 to 18, inclusive, and the eastern .29 feet of Lot 9, Block 164, Kellersberger's Map of Oakland, filed September 2, 1853, Map Book 1, Page 21, Alameda County Records, described as follows:

Beginning at the point of intersection of the southern line of 12th Street with the western line of Madison Street; and thence N. $63^{\circ} 45'$ W. along said line of 12th Street, 200.29 feet; thence at right angles S. $26^{\circ} 15'$ W. 100 feet; thence at right angles S. $63^{\circ} 45'$ E. 200.29 feet to the western line of Madison Street; and thence N. $26^{\circ} 15'$ E. along said last named line 100 feet to the point of beginning.



EXHIBIT B



TDS
ARCHITECTS
101st DESIGN BUILDERS

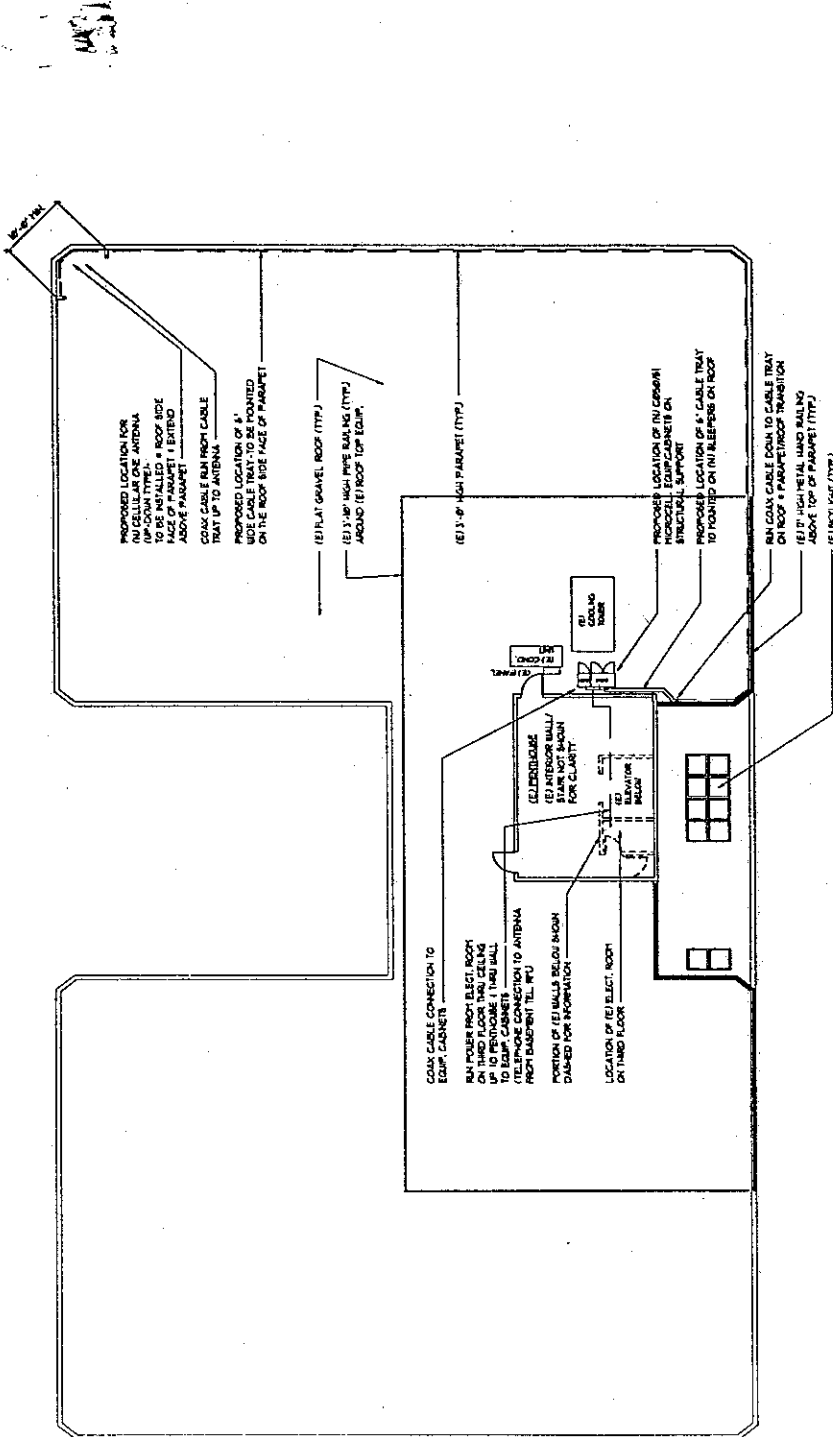
ADMINISTRATIVE
PLANNING DESIGN
101ST DESIGN BUILDERS
101ST DESIGN BUILDERS
101ST DESIGN BUILDERS

DATE: 6/27/17
C-1 PRELIMINARY REVIEW

CELLULARONE
Buy from Cellular Telephone Company

PROJECT: 12TH/MADISON
CLIENT NAME: #G050
CLIENT ADDRESS: 71 12TH STREET, DALLAS, TX

PROJECT NUMBER: A-1



Jan

1 ROOF PLAN
SCALE: 1/8"=1'-0"



AIMS Board Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?

Coversheet

Facility Use Agreement for AIMS

Section: III. Action Items
Item: A. Facility Use Agreement for AIMS
Purpose: Vote
Submitted by:
Related Material: AIMS lease 1 year 2.25.20 (1).docx

**FACILITIES USE AGREEMENT BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT AND
AMERICAN INDIAN PUBLIC HIGH SCHOOL
FOR USE OF CLASSROOM SPACE FOR EDUCATIONAL PURPOSES at
746 GRAND AVENUE, OAKLAND, CA 94610**

THIS FACILITIES USE AGREEMENT (“Agreement”) is effective this [] day of [], 2020 by and between the OAKLAND UNIFIED SCHOOL DISTRICT, a California public school district (“District”) and **AMERICAN INDIAN PUBLIC HIGH SCHOOL**, a California non-profit public benefit corporation (“AIPHS” or “Charter School”) for use of classroom space for educational purposes for grade(s) **9-12**. District and Charter School may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Charter School is a non-profit public benefit corporation that is operating a charter approved by the Oakland Unified School District under the laws of the Charter Schools Act of 1992 (Education Code §47600 *et seq.*); and

WHEREAS, the District and Charter School enter into this Agreement wherein the District and Charter School mutually agree that the Charter School will occupy classrooms and use facilities (the “Premises”), as particularly described in Exhibit A and located at 746 Grand Avenue, Oakland, CA 94610 (the “School Site”) during the 2020-21 school year.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

AGREEMENT

- 1. Use of Premises.** District agrees to allow use of the Premises at the School Site(s) by Charter School for the sole purpose of operating Charter School’s educational program for grade(s) 9-12 in accordance with all applicable federal, state and local regulations relating to the Premises and to the operation of Charter School’s educational program, and all associated uses therewith. Charter School shall not use the Premises for any use other than that specified in this Agreement without the prior written consent of District.
 - 1.1. Charter School shall not commit, or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the plumbing, sewer or storm water drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose.
 - 1.2. Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. Charter School shall comply with the District-wide policy prohibiting the use of tobacco products on the Premises at all times.

- 1.3. Charter School shall not use or permit the use of the Premises or any part thereof for any purpose not consistent with a public educational facility.
- 1.4. Charter School shall require all invitees and guests to use the Premises only in conformance with the permitted use and with applicable governmental laws, regulations, rules and ordinances. The charter school shall comply with school district policies regarding the operations and maintenance of the school facility and furnishings and equipment, except to the extent variation is approved by the district. However, the charter school need not comply with policies in cases where actual school district practice substantially differs from official policies. Charter School shall comply with District policies and practices regarding Campus Security and Disruptions. Charter School shall comply with the District's most recently published policies and procedures regarding operations and maintenance of the Premises, which are accessible at www.OUSD.org under dropdown menu "Board of Education", "Board Policies." Where the Premises are damaged by the Charter School's invitees and/or guests, and the Charter School's negligence in supervising its invitees and/or guests was a contributing factor, the Charter School's insurance shall be primary for this damage.
- 1.5. Charter School shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the District's existing insurance rate or affect any fire or other insurance upon the Premises, or cause a cancellation of any insurance policy covering the Premises or any part thereof or any of the contents of the Premises, nor shall the Charter School sell or permit to be kept, used or sold in or about the Premises any articles which may be prohibited by a standard form policy of fire insurance.
- 1.6. **Civic Center Act.** Charter School agrees to comply with the provisions of the Civic Center Act (Education Code § 38131 *et seq.*) to make the Premises accessible to members of the community. The Parties understand that the Premises are to be used primarily for educational programs and activities and, as such, any use of the Premises by the Community shall not interfere with Charter School's educational program or activities. Any request received by Charter School for use of the Premises pursuant to the Civic Center Act shall be promptly forwarded to the District. District shall be responsible for coordinating access to the Premises under the Civic Center Act, and any fee paid for use of the Premises under the Civic Center Act shall be paid to the District, unless the Charter School under this Agreement bears the responsibility of paying for day-to-day or routine maintenance, in which case the fee shall be paid to the Charter School.

2. Term.

- 2.1. The term of this Agreement shall be for **one year**. The commencement date shall be July 1, 2020, ("Commencement Date"), and, unless sooner terminated under any provision hereof, this Agreement shall end on June 30, 2021 ("Term"). However, the Parties agree that Charter School shall take possession of the Premises on a date to be mutually agreed upon between the Parties. The Premises will be made available to Charter not later than August 1, 2020.

3. Use Fee

- 3.1. For and in consideration of the use of the Premises for the Term of this Agreement, Charter School agrees to pay District the 2020-21 Proposition 39 per square foot rate for the 25,913 square feet the Charter School is allocated based on Proposition 39, and two (2) times the 2020-21 Proposition 39 per square foot rates for the additional 2,337 square feet the Charter school is being allocated (“Use Fee”).
- 3.2. The Use Fee shall be paid quarterly during the school year, according to the following schedule: 25% by October 1; 25% by December 1; 25% by March 1; 25% by July 15.

3.3. Utilities

District shall furnish or cause to be furnished to the Premises necessary utilities. For purposes of the Agreement, utilities include electrical, natural gas, sewer, waste disposal/recycling and water services. The District’s failure to furnish or cause to be furnished utilities when the failure is caused by (i) acts beyond the reasonable control of the District; (ii) strikes, lockouts, labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, regulations, requirements or any other action by federal, state, county or municipal authority; or (iv) any other unavoidable delay, shall not cause the District to be in default of the Agreement and shall not result in any liability of the District. Charter School shall comply with all District energy conservation policies relating to use of the Premises. Charter School agrees to pay the District the following sums:

64.81% of the total utilities costs for the School Site, as calculated based on the Charter School’s proportional square foot usage of the School Site. Charter School will be billed by District and payment will be due in three installments during the school year, according to the following schedule: January 10; May 1; July 15.

- 3.4. Charter School acknowledges that late payment by Charter School to District of the Use Fee and other sums due hereunder will cause District to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if District does not receive any installment of the Use Fee or any other sum due from Charter School by 4:00 p.m. within ten (10) days after such amount is due, Charter School shall pay to District, as an additional Use Fee, a late charge equal to five percent (5%) of such overdue amount or the maximum amount allowed by law, whichever is less. The Parties hereby agree that such late charges represent a fair and reasonable estimate of the costs District will incur by reason of late payment by Charter School. Acceptance of any late charge by District shall in no event constitute a waiver of Charter School’s default with respect to the overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder.

- 4. **Internet.** The Charter School shall obtain its own internet service and telephone provider and shall assume sole responsibility for obtaining all hardware at its own expense, as well as upkeep and maintenance of all telephone systems, data lines, and related equipment, software and hardware. Charter School may use any pre-existing T-1 Line located in the Dedicated Space, if any. In the

event Charter School uses a pre-existing T-1 Line, Charter School shall transfer billing of the line to Charter School upon approval from the District's Technology Services Department.

5. **Furnishings and Equipment.** The Charter School may continue to use any District furnishings and equipment previously provided; no additional furnishings or equipment will be provided.
6. **Additional Services.** Charter School and District may negotiate additional services or equipment as requested by Charter School. District shall assess Charter School separately for the cost to provide the additional services or equipment, if any.
7. **Shared School Site and Recreational Facilities.** Charter School acknowledges and understands that the Premises are located in an operating public school site. As such, the School Site and the playgrounds, common areas, recreational facilities and other outdoor play areas (collectively "Shared Space") may be used by other parties, including the District. The District and Charter School shall have priority for use of the School Site over other parties, and shall meet and confer with respect to joint use agreements that are in effect between the District and a third party at the time of execution of this Agreement. Charter School shall cooperate with the other parties and the District in reaching amicable arrangements concerning the use, maintenance and security of the Shared Space. To facilitate cooperative working relationships on shared campuses, the District encourages charter schools and District schools on a shared campus to negotiate terms of their arrangements in advance of the beginning of the school year.
8. **Parking.** Charter School shall abide by District and School Site policies concerning the use of parking, including the District policy relating to the drop-off and pick-up of students. Charter School may instruct its visitors, invitees and guests to park on available street parking. Charter School shall not abandon any inoperative vehicles or equipment on any portion of the School Site. District shall not be liable for any personal injury suffered by Charter School or Charter School's visitors, invitees and guests, or for any damage to or destruction or loss of any of Charter School or Charter School's visitors, invitees, or guests' personal property located or stored in street parking, or the School Site, except where such damage is caused by the District's negligence or misconduct. Charter School accepts parking "as is" and Charter School acknowledges that District has not made and is not making any warranties whatsoever with respect to the parking.
9. **Proposition 39**
 - 9.1. The parties agree that the Charter School's use and occupation of the Premises under this agreement shall constitute an "alternative to specific compliance" with the provisions of Proposition 39 and its implementing regulations under Cal. Admin. Code tit. 5, § 11969.1(b) for the 2020-21 Prop. 39 cycle.
10. **Condition of Premises.**
 - 10.1. District shall not be required to make or construct any alterations including structural changes, additions or improvements to the Premises. District shall, however deliver the Premises to the Charter School in compliance with the requirements of the Americans with Disabilities Act, California Fair Employment and Housing Act, and other applicable building code standards. Charter School, and not the District shall be responsible for compliance with the Americans with Disabilities Act, California Fair Employment and

Housing Act, and other applicable building code standards in connection with any modification to the Premises by Charter School after Charter School takes possession of the Premises. By entry and taking possession of the Premises pursuant to this Agreement, Charter School accepts the Premises.

- 10.2. Charter School acknowledges that neither District nor District's agents have made any representation or warranty as to the suitability of the Premises for Charter School's Program except as set forth herein. Any agreements, warranties or representations not expressly contained in this Agreement shall in no way bind the District or Charter School, and District and Charter School expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement.
- 10.3. The Parties agree that if the structural elements of the Premises become damaged to a lesser condition than currently exists, and if the structural damage is due to no negligence of Charter School, then District will repair the damage in order to bring it back to a condition which is similar to the condition which existed at the time Charter School took possession of the Premises. District may, however, terminate this Agreement if the cost to repair the Premises exceeds Two Hundred Fifty Thousand dollars (\$250,000) per incident. District may, in its sole discretion, pro-rate the Use Fee during the "repair" period, if the resulting structural damage prohibits Charter School from carrying out its normal daily activities. If District elects not to perform a repair estimated to cost in excess of Two Hundred Fifty Thousand dollars (\$250,000), Charter School may elect to remain in possession of the Premises and pay the Pro Rata Share, unless revised through mutual agreement of the Parties, or Charter School may elect to terminate this Agreement. If either District or Charter School terminates this Agreement for just cause as set forth herein, the District shall immediately use its best efforts to immediately provide the Charter School with reasonably equivalent alternative facilities to accommodate its projected in-District ADA for the remaining term of this Agreement.
- 11. Title to School Site(s) / Classroom Buildings.** The Parties acknowledge that title to the School Site and Premises is held by District.
- 12. District's Entry and Access to Premises.** District and its authorized representatives shall have the right, after two school-days' prior written notice to Charter School, to enter the Premises during normal business hours for the purpose of inspection ("Inspection"). However, the District may provide less than two school-days' prior written notice with good cause. Provided, however, that in an emergency situation, no prior notice shall be required. In an emergency, District shall give notice to Charter School immediately upon District's receipt of notification of any emergency. If Charter School is not present to open and permit an entry into the Premises in an emergency situation as reasonably determined by District, District may enter by means of a master key without liability to Charter School.
- 12.1. If Charter School is violating the use restrictions of the Agreement or is not in material compliance with any applicable law, then all reasonable costs and expenses reasonably and actually incurred by District in connection with any Inspection shall become due and payable by Charter School as additional sums due District, within ten (10) days of presentation by District of an invoice for the Inspection.

- 12.2. If Charter School fails to perform any covenant or condition to be performed by Charter School pursuant to the Agreement, District and its authorized representative shall have the right, after reasonable prior written notice to Charter School, to enter the Premises during normal business hours for the purpose of performing the covenant or condition at District's option after thirty (30) days' written notice to and failure to perform by Charter School (provided, no written notice is required in the case of emergencies). All costs incurred by District in shall be reimbursed to District by Charter School within ten (10) days of written demand, together with interest at the Interest Rate computed from the date incurred by District until paid. Any performance by District of Charter School's obligations shall not waive or cure the default. All reasonable out-of-pocket costs and expenses actually incurred by District, including reasonable attorneys' fees (whether or not legal proceedings are instituted), in collecting the fees herein or enforcing the obligations of Charter School under the Agreement shall be paid by Charter School to District within ten (10) days of written demand.
- 12.3. District may, during the progress of such work, keep and store on the Premises all necessary materials, tools, supplies and equipment, but shall do so in a manner designed to limit the inconvenience, annoyance, disturbance, loss of business, or other damage to Charter School. District shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Charter School by reason of making the repairs or the performance of any work.
- 12.4. Notwithstanding the foregoing and without further notice, District shall have the right to enter the Premises to conduct its own operations, to perform any routine or deferred maintenance, custodial services, or conduct inspections of the Premises. District will use reasonable efforts during the course of any access of the Premises to not disrupt Charter School's classroom and instructional activities consistent with District's practices at its schools. Where practicable, District shall provide relevant scheduling information to Charter School.
- 12.5. Charter School expressly waives any claim for damages for any inconvenience to or interference with the Charter School's educational program, any loss or use of quiet enjoyment of the Premises related to District's entry into the Premises for the purposes identified in this Section.

13. Surrender of Premises.

- 13.1. On the last day of the Term, or on sooner termination of this Agreement, Charter School shall surrender in good order, condition, and repair the Premises to District and any existing improvements made by Charter School that were approved by the District, and any structural improvements made by District subsequent to the Commencement Date, excepting normal ordinary wear and tear, and free and clear of all liens, claims and encumbrances, though nothing in this provision shall be construed to authorize Charter School to allow or cause to be placed any liens, claims and/or encumbrances of any kind, unless expressly permitted in this Agreement. This Agreement shall operate as a conveyance and assignment to District of any improvements identified by District to remain on the Premises.

- 13.2. Charter School shall remove from the Premises all of Charter School's personal property, trade fixtures, and any improvements made by Charter School which Charter School and District agreed would be removed by Charter School. Removal of Charter School's property shall be subject to all applicable laws, including any local permits and/or approval by the California Department of General Services, Division of the State Architect.
- 13.3. All property that is not removed on or before the end of the Term shall be deemed abandoned by Charter School and associated costs to store, remove or dispose of abandoned property shall be the responsibility of the Charter School. If the Premises are not surrendered at the end of the Term or upon earlier termination of this Agreement, Charter School shall indemnify District against loss or liability resulting from delay by Charter School in surrendering the Premises including, without limitation, any claims made by any succeeding Charter School or loss to District due to lost opportunities to timely obtain succeeding tenants.
- 13.4. **Holding Over.** If Charter School remains in possession of the Premises or any part thereof after the end of the Term or upon earlier termination of this Agreement without the express written consent of District, Charter School's occupancy shall be a tenancy on a month-to-month basis for a pro rata share equal to one hundred fifty percent (150%) of all monthly sums charged and owing the previous thirty (30) calendar day period.
- 13.5. No payment of money by Charter School after the termination of the Agreement, or after the giving of notice of termination by the District to the Charter School, shall reinstate, continue or extend the Term.
- 13.6. **Overallocation of Space.** The Charter School's projected in-District Average Daily Attendance ("ADA") for the 2020-21 school year, upon which the Premises are provided, is 386.25. The Charter School's actual ADA during the term of this Agreement shall not exceed its projected ADA by 10%. The parties agree that the overallocation provisions under the California Code of Regulations, Title 5, section 11969.8 only shall apply to this Agreement.
- 14. Taxes and Assessments.** Charter School shall pay any assessment on the Premises, including any improvements which Charter School constructs or causes to be constructed on the Premises, whether real estate, general, special, ordinary or extraordinary, or rental levy or tax, improvement bond, and/or fee imposed upon or levied against the Premises or Charter School's legal or equitable interest created by this Agreement, and the taxes assessed against and levied upon Charter School's alterations and utility installations that may be imposed by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Premises' address and where the proceeds so generated are applied by the city, county or other local taxing authority having jurisdiction. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. Nothing in this Section shall be construed to override the requirement in the Section "Title to and Removal of Charter School's Improvements/Premises; Equipment Requirements" of this Agreement that Charter School obtain the express written consent of the District to perform any improvements on the site, unless expressly permitted by this Agreement.

15. Maintenance.

- 15.1. Charter School agrees to provide, at its own cost and expense, any and all day to day maintenance and operations for the Premises. Maintenance to be provided by Charter School shall be consistent with the standards set forth in Section 1.4 of this Agreement and shall insure safe and healthful use.
- 15.2. District shall have no day to day maintenance or repair obligations with respect to the Premises. Charter School hereby expressly waives the provisions of Subsection 1 of section 1932 and sections 1941 and 1942 of the Civil Code of California and all rights to make repairs at the expense of District as provided in section 1942 of the Civil Code.
- 15.3. **Deferred Maintenance.** District shall be responsible for the major maintenance of the Premises. For purposes of the Agreement, “major maintenance” includes, for example, the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. The District shall only be obligated to perform deferred maintenance on the Premises on an equivalent basis as that performed at other comparable District school sites.

Routine Repair, Cleaning and General Maintenance – Co-located School Sites. Notwithstanding Sections 15.1 and 15.2, in cases of co-location between the District and Charter School, District shall be responsible for the routine repair, cleaning and general maintenance of the Premises and any furnishing or equipment provided to Charter School. For purposes of the Agreement, “routine repair, cleaning and general maintenance” shall mean the school facility component work performed on an annual basis each year to keep facilities in proper operating condition. District shall also be responsible for ongoing operations and maintenance of the facilities on the Premises as defined in California Code of Regulations, Title 5, section 11969.4(b). The District shall only be obligated to perform routine repair, cleaning and general maintenance on the Premises on an equivalent basis as that performed at other comparable District school sites. Charter School will be responsible for its fair share of routine repair, cleaning, custodial costs of District provided custodian, and general maintenance costs.

16. Title to and Removal of Charter School’s Improvements / Premises; Equipment Requirements.

- 16.1. Charter School shall not construct or cause to be constructed on the Premises any improvements (“Charter School’s Improvements”) without express prior written consent from the District. For District consent and approval, Charter School’s Improvements must be considered necessary to the operation of Charter School’s educational program. The District shall have sole discretion to determine whether or not to provide approval. At the time the District considers the Charter School’s request to construct improvements on the Premises, the District will inform the Charter School, in writing, whether it will require the Charter School to remove the Charter School Improvements at the expiration or earlier termination of the Term.
- 16.2. Charter School shall at its expense obtain all necessary environmental and governmental approvals and permits, including, without limitation, the California Environmental Quality

Act (Government Code section 21000 et seq.) (“CEQA”), the Field Act (Education Code section 17280 et seq.), any other applicable Building Code requirements, the Americans with Disabilities Act of 1990, (42 U.S.C. § 12101 and applicable State law governing access to facilities, as well as any necessary approvals from any local authority including any Site(s), grading, zoning, design review and other required permits or approvals, if applicable, prior to commencing construction and shall provide District with evidence of approval by all applicable governmental agencies. To the extent that the District assumes lead agency status for any “project” under CEQA related to the provision of facilities under this Agreement, Charter School agrees to reimburse the District for any and all reasonable costs and expenses related to achieving compliance with CEQA.

- 16.3. Any modifications to the Premises must be approved in writing in advance by District. Charter School’s contractor must be approved in advance by District, which approval shall not be unreasonably withheld. All contractors and subcontractors of Charter School, if any, shall be duly licensed in the State of California. bonded as required by law and must maintain levels of casualty, liability and workers’ compensation insurance and performance and payment bonds consistent with District construction requirements. Charter School must follow all applicable procurement laws with respect to the Eligible Improvements; issue requests for proposals for all projects to obtain competitive pricing; adhere to prevailing wage laws; shall make best efforts to comply with the local hiring requirements in accordance with District Administrative Regulation and Board Policy 7115 (“Capital Program / Construction Related Local, Small Local and Small Local Resident Business Enterprise Program, and Board Policy”); and adhere to all applicable minimum wage requirements. Charter School is encouraged to incorporate Collaborative for High-Performance Schools standards into the design of all improvements made under this Agreement and is encouraged to incorporate all editions of the California Green Building Standards Code.
- 16.4. Under all circumstances, Charter School must seek and receive approval from the Division of the State Architect for any of Charter School’s Improvements if required by DSA.
- 16.5. Charter School shall not install any ovens, stoves, hot plates, toasters, or similar items (not including microwave ovens) without the prior written consent of the District.
- 16.6. Charter School shall at all times indemnify and hold District harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures or improvements by, at the direction of, the Charter School within the Premises, and from the cost of defending against such claims, including attorney’s fees. Charter School shall provide District with at least ten (10) days written notice prior to commencement of any work which could give rise to a mechanics’ lien or stop payment notice. District has the right to enter upon the Premises for the purpose of posting Notices of Non-responsibility. In the event a lien is imposed upon the Premises as a result of such construction, repair, alteration, or installation, Charter School shall either:
 - 16.6.1. Record a valid Release of Lien; or
 - 16.6.2. Deposit sufficient cash with the District to cover the amount of the claim on the lien in question and authorize payment to the extent of the deposit to any

subsequent judgment holder that may arise as a matter of public record from litigation with regard to the lien-holder claim; or

- 16.6.3. Procure and record necessary bonds that frees the Premises from the claim of the lien from any action brought to foreclose the lien.

If Charter School fails to accomplish one of these three optional actions within fifteen (15) days after the filing of any lien or stop payment notice, the Agreement shall be in default and shall be subject to immediate termination.

- 16.7. If required by the District at the time it approved the Charter School's Improvements, on or before the expiration of this Agreement, or within thirty (30) days after any earlier termination of this Agreement, Charter School shall remove Charter School's Improvements, at its sole expense. Charter School shall repair any damage to the School Site and/or the Premises caused by removal of Charter School's Improvements and restore the School Site and the Premises to good condition, less ordinary wear and tear. In the event that Charter School fails to timely remove Charter School's Improvements, District, upon fifteen (15) days written notice, may either (1) accept ownership of Charter School's Improvements with no cost to District, or (2) remove Charter School's Improvements at Charter School's sole expense. If the District chooses to accept ownership of Charter School's Improvements, Charter School shall execute any necessary documents to effectuate the change in ownership of Charter School's Improvements. If the District removes Charter School's Improvements, Charter School shall pay all invoices for the removal of Charter School's Improvements within thirty (30) days of receipt of an invoice.
- 17. Safety of Premises.** The School Site, including the Premises, may be monitored by a safety system or protocol implemented, maintained and operated by District ("District's Safety Measures"). However, Charter School specifically acknowledges, understands, and agrees that District is neither responsible for nor has the obligation to supply, provide, establish, maintain, or operate District's Safety Measures for either Charter School or the Premises, except that the District's police service will be responsible for monitoring and surveying the Premises consistent with its practice for other District school sites, will respond to calls for police presence from the Charter School, and will notify the Charter School, consistent with its policies and protocols for all District schools, if the Premises are broken into, defaced, or damaged or District police are otherwise notified about information related to the Premises. Charter School shall develop a School Safety Plan under Education Code section 47605(b)(5)(F)(ii).
- 18. Fingerprinting and Criminal Background Verification.** Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code section 45125.1.
- 19. Default.**
- 19.1. **Charter School's Default.** The occurrence of any one of the following events shall be considered a default of the Agreement by Charter School:

- 19.1.1. The failure of Charter School to promptly pay the Use Fee or other fees or indebtedness identified herein when due hereunder, which failure continues for fifteen (15) days after written notice thereof by District to Charter School; provided, however, that any notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and the three (3) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;
- 19.1.2. The revocation or non-renewal of the Charter School's charter, upon exhaustion of any appeals as provided under Education Code sections 47605 or 47607;
- 19.1.3. The failure of Charter School to observe or perform any of its other covenants or obligations hereunder, which failure continues for thirty (30) days after written notice thereof by District to Charter School (unless the nature of the default is such that more than thirty (30) days are required for its cure and Charter School shall have commenced a cure within the thirty (30) day period and thereafter diligently prosecute the same to completion; provided, however, in no event shall the default continue for more than ninety (90) days after written notice thereof by District to Charter School); provided, however, that any notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and the thirty (30) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;
- 19.1.4. Charter School's abandonment of the Premises for a period of fifteen (15) consecutive days (with or without the payment of fees), it being agreed that the fact that any of Charter School's property remains in the Premises shall not be evidence that Charter School has not vacated or abandoned the Premises; provided, however, any normal holidays or vacation days shall not constitute abandonment of the Premises;
- 19.1.5. The making by Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against Charter School or any guarantor of the Agreement of a petition to have Charter School or any guarantor of the Agreement adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Charter School or any guarantor of the Agreement, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of the Charter School's assets located at the Premises, or of Charter School's interest in the Agreement, where possession is not restored to Charter School within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Charter School's assets located at the Premises or of Charter School's interest in the Agreement, where such seizure is not discharged within thirty (30) days;
- 19.1.6. The making or furnishing by Charter School of any warranty, representation or statement to District in connection with the Agreement, which is false or misleading in any material respect when made or furnished; or

19.1.7. The assignment, subletting or other transfer, or any attempted assignment, subletting or other transfer, of the Agreement.

In the event of any default by Charter School, District shall have the right, in addition to all other rights available to District under the Agreement or now or later permitted by law or equity, to terminate the Agreement by providing Charter School with a notice of termination. Upon termination of the Agreement, District may recover from Charter School the worth at the time of award of the unpaid Rent and any other accrued fees which are due at the time of termination. In addition, upon termination, Charter School shall immediately vacate the Premises.

The rights and remedies of District set forth herein are not exclusive, and District may exercise any other right or remedy now or later available to it under the Agreement, at law or in equity.

19.2. **District's Default.** District shall not be in default of any of its obligations hereunder, unless District fails to perform such obligations within a reasonable time, but in no event less than thirty (30) days, after written notice by Charter School to District specifying that District has failed to perform its obligations; provided, however, that if the nature of District's default requires more than thirty (30) days to cure, District shall not be in default if District commences a cure within thirty (30) days and thereafter diligently prosecutes the same to completion. If the District defaults hereunder, then Charter School may have by reason of such default all remedies available at law or equity, which includes the remedy of self-help and deduction of reasonable self-repair costs from the pro rata share payments owed.

19.2.1. Charter School shall have no rights as a result of any default by District until Charter School gives thirty (30) days' notice to District specifying the nature of the default. If the District defaults hereunder after receipt of the Charter School's written notice, then Charter School may have by reason of such default remedies including the remedy of self-help and deduction of reasonable self-repair costs from the pro rata share payments owed.

20. Reciprocal Indemnification.

District and Charter School hereby agree and acknowledge that the relationship between District and Charter School for purposes of this Agreement is solely a landlord/tenant relationship and not a principal/agent relationship or any other relationship. Charter School is acting on its own behalf in operating from the Premises any school thereon (or any other purpose(s) thereupon) and is not operating as an agent of District. Except where the losses, costs, damages, expenses, and liabilities (including without limitation court costs and reasonable attorneys' fees) are caused by District's negligence or misconduct, to the fullest extent permitted by law, Charter School ("Indemnifying Party") shall indemnify, defend, release and protect District, its affiliates, successors and assigns, and its officers, directors, shareholders, board members, other members, partners, agents and employees ("Indemnified Party" or "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) (collectively "Claims") incurred in connection with or arising from any cause (i) in the use or occupancy by Charter School of the Premises (including without limitation, the operation by Charter School of the

School from the Premises), or (ii) in connection with the operations by Charter School at the Premises, including without limiting the generality of the foregoing:

(a) Any default by Charter School in the observance or performance of any of the terms, covenants or conditions of the Agreement on Charter School's part to be observed or performed;

(b) The use or occupancy of the Premises by Charter School of any person claiming by, through or under Charter School or Charter School's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invites, or any such person in, on or about the Premises either prior to, during, or after the expiration of the Term of the Agreement (singularly, "Liability"; collectively, "Liabilities"); and

(c) Any claim by a third party that District is responsible for any actions by Charter School in connection with any use or occupancy of the Premises or in any way related to this Agreement.

Except where the losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) are caused by Charter School's negligence or misconduct, to the fullest extent permitted by law, District shall ("Indemnifying Party") shall indemnify, defend, release and protect Charter School, its affiliates, successors and assigns, and its officers, directors, shareholders, board members, other members, partners, agents and employees ("Indemnified Party" or "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) (collectively "Claims") incurred in connection with or arising from any cause (i) in the use or occupancy by District of the Premises (including without limitation, the operation by District of operations on the Premises), or (ii) in connection with the operations by District at the Premises, including without limiting the generality of the foregoing:

(a) Any default by District in the observance or performance of any of the terms, covenants or conditions of the Agreement on District's part to be observed or performed;

(b) The use or occupancy of the Premises by District or any person claiming by, through or under District or District's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invites, or any such person in, on or about the Premises either prior to, during, or after the expiration of the Term of the Agreement (singularly, "Liability"; collectively, "Liabilities"); and

(c) Any claim by a third party that Charter School is responsible for any actions by District in connection with any use or occupancy of the Premises or in any way related to this Agreement.

The provisions of this Section 19 shall survive the expiration or sooner termination of this Use Agreement. An Indemnifying Party shall, upon request by an Indemnified Parties, 2019-2020 Facilities Use Agreement –Facilities Use Agreement Page 14 undertake the defense of any Liabilities threatened or asserted against such Indemnified Party on the following terms and conditions:

(a) Notice of the assumption of such defense ("Notice") shall be delivered to such Indemnified Party within fifteen (15) days after transmittal.

(b) By the Indemnified Party of a request that Indemnifying Party defend such Liability;

(c) Such defense shall be conducted by reputable attorneys retained by Indemnifying Party and approved by the other Party, and with the prior written approval of all the Indemnified Parties against whom such

Liability has been asserted or threatened, which approval shall not be unreasonably withheld, delayed or conditioned, all at Indemnifying Party's sole cost and expense. In the event the interests of Indemnifying Party and any such Indemnified Parties in the action conflict in such manner and to such an extent as to require, consistent with applicable standards of professional responsibility, the retention of separate counsel for any of the Indemnified Parties involved in the action, Indemnifying Party shall pay all fees and costs charged or incurred by separate counsel chosen by such Indemnified Parties.

(d) Indemnifying Party agrees to promptly notify the other Party of the commencement of any litigation or proceedings pending, threatened or commenced (whether or not served) against Indemnifying Party, or any of the directors, officers, agents or employees of Indemnifying Party, in connection with the matters set forth in this Agreement. The provisions of this Section shall survive the expiration or sooner termination of this Use Agreement.

21. Insurance.

- 21.1. Insurance is to be placed with insurers with a current A.M. Best Insurance rating of no less than A-minus: VII and subject to the approval of District, except that insurance through a Joint Powers Authority shall be deemed sufficient under this Agreement. Charter School shall furnish District with the original certificates and amendatory endorsements effecting coverage required.
- 21.2. Charter School acknowledges that the insurance to be maintained by District on the School Site will not insure any of Charter School's property or improvements made by Charter School.
- 21.3. Charter School shall, at Charter School's expense, obtain and keep in force during the term of this Agreement a policy of commercial general liability insurance and a comprehensive auto liability policy insuring District and Charter School against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including parking areas. Charter School's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned. Charter School's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than One Million dollars (\$1,000,000) for bodily injury or death and property damage as a result of any one occurrence and Two Million dollars (\$2,000,000) general aggregate policy limit. In addition, Charter School shall obtain a products/completed operations aggregate policy in the amount of One Million dollars (\$1,000,000). The insurance carrier, deductibles and/or self-insured retentions shall be approved by District, which approval shall not be unreasonably withheld. Prior to the Commencement Date, Charter School shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:
- 21.3.1. State the coverage is primary and any coverage by District is in excess thereto;
- 21.3.2. Contain a cross liability endorsement; and
- 21.3.3. Include a separate endorsement naming District as an additional insured.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Charter School shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described herein.

21.4. During the Term of this Agreement, District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of the buildings and improvements located on the School Site as of the Commencement Date. The District's insurance policy shall be primary in the case of any damage or destruction to the Premises (but not to the Charter School's personal property or alterations or improvements constructed by the Charter School).

21.4.1. No use shall be made or permitted to be made of the Premises, nor acts done, that will increase the existing rate of insurance upon the building or buildings of the Premises or cause the cancellation of any insurance policy, covering same, or any part thereof, nor shall Charter School sell, or permit to be kept, used, or sold in or about the Premises any article that may be prohibited by the standard form of fire insurance policies. Charter School shall, at its sole cost and expense, comply with any and all requirements pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of reasonable fire and casualty insurance, covering the Premises' buildings, or appurtenances. Fire and casualty insurance premium increases to District due to equipment and/or activities of Charter School (other than based only on the Charter School's occupancy of the Premises) shall be charged to Charter School.

21.5. During the Term, Charter School shall comply with all provisions of law applicable to Charter School with respect to obtaining and maintaining workers' compensation insurance. Prior to the commencement and any renewal of this Agreement and Charter School's occupancy of the Premises, Charter School shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to District. If the insurer does not provide such notice, Charter School shall provide the District with notice of cancellation of coverage as soon as it becomes aware of such cancellation.

22. Signs. Charter School may, at Charter School's sole cost, have the right and entitlement to place onsite signs on the Premises to advertise Charter School's educational program, provided Charter School obtains the prior written approval and consent of District. District's approval and consent shall not be unreasonably withheld. Any signs shall be at Charter School's cost and in compliance with the local ordinances pertaining thereto. In connection with the placement of any of Charter School's signs, District agrees to cooperate with Charter School in obtaining any governmental permits which may be necessary. Throughout the Term of the Agreement Charter School shall, at its sole cost and expense, maintain any of its signage and all appurtenances in good condition and repair. At the termination of the Agreement, Charter School shall remove any signs which it has placed on the Premises and School Site, and shall repair any damage caused by the installation or removal of Charter School's signs.

- 23. Notice.** Any notice required or permitted to be given under the Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or email, addressed as follows:

DISTRICT:

Oakland Unified School District
Attn: Office of Charter Schools
1000 Broadway, Suite 398
Oakland, CA 94607
charteroffice@ousd.org

CHARTER SCHOOL:

American Indian Public High School
171 12th Street
Oakland, CA 95607

Any notice personally given or sent by email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective three (3) days after deposit in the United States mail.

- 24. Subcontract, Assignment and Sublease.** Charter School shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber the Agreement or sublet all or part of the Premises. Any purported transfer shall be void and shall, at District's election, constitute a default. No consent to transfer shall constitute a waiver of the provisions of this Section.
- 25. Joint and Several Liability.** If Charter School is more than one person or entity, each person or entity shall be jointly and severally liable for the obligations of Charter School hereunder.
- 26. Independent Contractor Status.** The Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
- 27. Entire Agreement of Parties.** The Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. The Agreement may be amended or modified only by a written instrument executed by both Parties. Nothing in this provision shall be construed so as to limit, nullify, abridge or modify the Charter School's obligations under its Charter, or the its authorizer's oversight authority.
- 28. California Law.** The Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of the Agreement shall be maintained in Alameda County.
- 29. Compliance with All Laws.**

- 29.1. Charter School shall at Charter School's expense comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Charter School's use of the Premises or School Site, and shall faithfully observe in Charter School's use of the Premises all laws, regulations and ordinances of these authorities, in force either now or in the future including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air emission and other environmental matters (including the California Environmental Quality Act ("CEQA") and its implementing regulations in Charter School's use of the Premises), and all District policies, rules and regulations ("Environmental Laws").
- 29.2. The judgment of a court of competent jurisdiction, or Charter School's admission in an action or a proceeding against Charter School, whether District be a party to it or not, that Charter School has violated any law or regulation or ordinance in Charter School's use of the Premises shall be considered conclusive evidence of that fact as between District and Charter School. If Charter School fails to comply with any law, regulation or ordinance, District reserves the right to take necessary remedial measures at Charter School's expense, for which Charter School agrees to reimburse District on demand.
- 29.3. Charter School shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by Charter School or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). Charter School shall comply with all Environmental Laws. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30 *et seq.* (ii) defined as a "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et. seq.* (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et. seq.* (42 U.S.C. 9601). As used herein, the term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.
- 29.4. **Notice of Hazardous Substance.** Charter School will promptly notify District in writing if Charter School has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Premises or School Site in violation of Environmental Laws. Charter School shall promptly provide copies to District of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations or notices relating to the conditions of the Premises or compliance with Environmental Laws. Charter School shall promptly supply District with copies of all notices, reports,

correspondence, and submissions made by Charter School to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration and any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. Charter School shall promptly notify District of any liens threatened or attached against the Premises pursuant to any Environmental Laws.

- 29.5. **Inspection.** District and District's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by District, may (but without the obligation or duty to do so), at any time and from time to time, on not less than five(5) business days' notice to Charter School (except in the event of an emergency, in which case, no notice will be required), inspect the Premises to determine whether Charter School is complying with Charter School's obligations set forth in this Section, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as District and Charter School may agree.
- 29.6. **Indemnification.** Charter School's indemnification and defense obligations in this Agreement shall include any and all Claims arising from any breach of Charter School's covenants under this Section.
30. **Attorneys' Fees.** If either Party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the Party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a Party is entitled to its costs or attorneys' fees.
31. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
32. **Successors and Assigns.** The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
33. **Counterparts.** The Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
34. **Captions.** The captions contained in the Agreement are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation thereof, or of the intention of the Parties hereto.
35. **Severability.** Should any provision of the Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.
36. **Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

- 37. Authorization to Sign Agreement.** Each individual executing the Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver the Agreement on behalf of the Party that the individual is executing the Agreement and that the Agreement is binding upon that Party in accordance with its terms.

ACCEPTED AND AGREED on the date indicated below:

American Indian Public High School

By:

Date

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London, President, Board of Education

Date

Kyla Johnson-Trammel, Superintendent/Secretary, Board of Education

Date

APPROVED AS TO FORM

General Counsel's Office

Date

Exhibit "A"
DESCRIPTION OF PREMISES AND SITE

The Premises that are being allocated to Charter School shall consist of space located in the room(s) and area(s) as depicted on the attached School Site maps.

Coversheet

EBMUD Notice - Private Sewer Lateral Certificate

Section: III. Action Items
Item: B. EBMUD Notice - Private Sewer Lateral Certificate
Purpose: Vote
Submitted by:
Related Material: 171 12th st- SEWER LATERAL PROPSAL.docx
12-5-2019 (1).pdf



“OVER 100 YEARS OF SERVICE”

www.ehretco.com

887 71st ave

Oakland ca 94621

General Contractor

December 4th, 2019

**Remit to: Jaime Renderos
Contractor’s License # 834005**

Phone: (510) 528-4292

Fax: (510) 528-8091

Submitted to: TIFFANY TUNG
RE: 171 12TH ST
OAKLAND, CA 94607

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Ehret Plumbing is pleased to submit to you your estimate to replace sewer lateral from building foundation to city main by trenchless pipe burst approximately 40feet with 6” HDPE

#1 Ehret Co will proceed to excavate three holes one by building foundation one on city sidewalk and city main on street.

#2 Ehret Co will pull a new 6” line 6SDR17 approximately 40ft.

#3 Once line is pulled we will proceed to install a new 6” two way clean out by building foundation and city sidewalk with cristy box for future easy access.

#4 Once new sewer line has been installed with new clean out we will proceed to do a air pressure test to assure for no leaks and proceed to call for rough city inspection and EBMUD inspection for compliance certificate.

#5 Once rough inspection and EBMUD inspection has been completed we will proceed to backfill the cleanout areas and city street. Ehret Co will call for compaction test to assure 95% compaction as required by city inspector

#6 Ehret will prep concrete areas by building foundation and city sidewalk to pour new concrete and will proceed to do T-Cut on city street asphalt to patch asphalt

#5 once asphalt and concrete has been completed, Ehret Co will call for final city inspection and will mail out finalized permits and EBMUD compliance certificate

Estimate Labor, Materials, Taxes, City Permit & EBMUD 20yr Certification \$14,500.00

Ehret Co. is not responsible for any landscaping.

This estimate is good for 30 days from the date written.

All work to be completed in workman like manner according to standard practices. Any alterations from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

IN THE STATE OF CALIFORNIA: Contractors are required by law to be licensed and regulated by the Contractors State License board. Any questions concerning a Contractor may be referred to the Register of the Board, Contractors’ State License Board, and PO Box 26000 Sacramento, Ca 95826.

WE PROPOSE: To perform the work in accordance with the drawing and specification submitted, and to complete it in a workman like manner according to standard practices for the sum of: as stated above.

PAYMENT TERMS: See payment schedule. Service charge 1.5%Mo./18%APR. All maker endorsers, sureties and guarantors agree to pay all cost of collection, including reasonable attorney’s fees.



“OVER 100 YEARS OF SERVICE”

www.ehretco.com

887 71st ave

Oakland ca 94621

General Contractor

ACCEPTANCE OF PROPOSAL: The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. It is understood and agreed that this work is not provided for in any other agreement and no contractual rights arise until this proposal is accepted in writing.

WARRANTY:

- Ehret Co. workmanship & labor are warranted for 1yr & 10 yrs on pipe from manufacture unless otherwise specified (Ehret Co. does not warrant any cloggage on piping only on pipe installation)
- All materials supplied by Ehret Co. are covered by manufacturer’s written warranty (1yr)

Payment Schedule

(Please note if using cc to make payments will be an additional 3% charge)

Payable as follows:

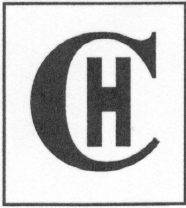
1st Payment of \$5,075.00-upon signing proposal /starting job

2nd Payment of \$5,075.00, upon rough inspection

Final Payment of \$4,350.00- upon job complete

Authorize signature _____ Date _____

Acceptance signature _____ Date _____



PROPOSAL
HARRY CLARK PLUMBING & HEATING INC.
 3026 BROADWAY OAKLAND, CA 94611
 TELEPHONE: 51 0-444-1776
 FAX: 510-444-1960
 STATE LIC # 792463



PROPOSAL SUBMITTED TO	PHONE	FAX
STREET	JOB NAME	
CITY, STATE AND ZIP CODE	JOB LOCATION	
ATTENTION	CELL	DATE

We hereby propose to furnish materials and labor necessary for the completion of.

<p>Payment to be made as follows:</p> <p>WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:</p> <p>_____ dollars (\$ _____)</p>	
<p>All materials and labor are guaranteed for a period of no less than one year. Harry Clark Plumbing and Heating Inc. does not warranty material furnished by others. All work to be completed per specifications using standard practices. Harry Clark Plumbing and Heating Inc. are not responsible for any delays with causes beyond our control. Harry Clark Plumbing and Heating Inc. is properly licensed and insured.</p>	<p>Authorized Signature _____</p> <p>Note: This proposal may be withdrawn by us if not accepted within _____ days.</p>
<p>ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.</p> <p>Date of Acceptance: _____</p>	<p>Signature _____</p> <p>Signature _____</p>

Coversheet

Schoolmint Re-enrollment forms

Section: III. Action Items
Item: C. Schoolmint Re-enrollment forms
Purpose: Vote
Submitted by:
Related Material: 15996-American Indian Model Schools-Enrollment-2020.pdf



Proposal for American Indian Model Schools

Prepared For:

Marisol Magana
American Indian Model Schools

Prepared by:

Taryn Moore
SchoolMint, Inc.
Phone: (800) 396-1615

Table of Contents

[Table of Contents](#)

[The SchoolMint Story](#)

[Solution Overview](#)

[Our Customers](#)

[What Our Customers Say](#)

[A Complete School-wide Solution for American Indian Model Schools](#)

[SchoolMint Feature Menu:](#)

[Proposed Pricing](#)

[Implementation, Support and Training](#)

The SchoolMint Story

Products Made for Progress

Tools that make any educator more efficient. That put the student experience first. And that build a brighter future for our nation's schools. That's the SchoolMint platform of products.

Products for Strategic Enrollment + Student Behavior Management

From school search to applications, lotteries, registration, and re-enrollment, every stage of the enrollment cycle is easier and more intuitive with our Strategic Enrollment Management products. And with our Student Behavior Management products, tardy management and positive behavior reinforcement are ushering in powerful, positive change across campuses and in the classroom.

[SchoolMint](#) offers a SaaS (software as a service) strategic enrollment management platform for PreK-12 charter and district schools. We partner with school systems to transform the enrollment experience for the diverse families they serve, as well as for the school administrators who manage these processes. Over 9,500 schools have selected SchoolMint to streamline all aspects of school choice and enrollment, including outreach & marketing, applications, lotteries, waitlist management, registration, and year-round communications and forms.

Tools for sustainable enrollment management.

Tools that make any educator more efficient. That put the student experience first. And that build a brighter future for our nation's schools. That's the SchoolMint platform of products.

School Finder

A revolutionary enrollment search tool, SchoolFinder allows districts and school networks to shine light on the information families need. Transforming all your school data into one, easy-to-navigate mobile website, SchoolFinder is where families research and make their decision. Ideal for school choice, open enrollment, or magnet school environments, this tool can improve participation, grow community engagement, and drive enrollment.

Application & Lottery Management

An innovative online enrollment platform, Application & Lottery Management greatly simplifies student application gathering. Fair and transparent, this tool was trusted to process over 1.8 million applications in 2018 alone. District and schools use Application & Lottery Management to accurately assign seats and unlock the predictive insights they need to plan ahead.

Re-enrollment & Registration Management

Bring the entire registration process (for new and returning students) into the 21st century with Registration & Re-enrollment Management. By transforming their process online, districts and schools increase access for low-income and minority population while saving time and money.



Solution Overview

Achieve Enrollment Goals through More Effective Marketing and Outreach:

- Attract prospective families and track their interest before they even walk in the door
- Easily manage parent outreach and events with automated or scheduled messages and RSVPs
- Access reports to see which outreach and marketing efforts are working to achieve enrollment goals
- Increase public awareness of the strengths of your network and schools

Deliver an Equitable and Transparent Enrollment Experience for Families:

- Support an accessible application process (in up to 20 languages, available on mobile and web)
- Communicate with parents easily through voice, text, & email messaging across multiple devices
- Give parents real-time access to their student's application/waitlist status right from their phones
- Provide a friendly user interface to save parents time and minimize redundant inquiries

Transform Your Lottery, Waitlist, and Offer Assignment Processes:

- Design customized lotteries including complex priorities/preferences & weights by school or grade
- Manage every aspect of your lottery process with transparency, including a complete audit trail
- View dynamically-updated waitlists and send offers to eligible students with the click of a button
- Optimize offer assignments for families applying to and ranking preferences for multiple schools

Streamline Application and Registration Management for School Administrators:

- Create and collect application forms including document uploads, signatures & recommendations
- Improve data integrity and avoid duplicative and incorrect data entry from manual processes
- Reduce costs associated with print, postage, and storage of excess documentation
- Maintain data accuracy with SchoolMint-SIS data integrations

Our Customers



What Our Customers Say

"With SchoolMint during the application phase of enrollment we've really just had a lot of success because we can see exactly who's applying, where they're from, and what grades they are in.

— **Kate McCoy** | *Executive Director,*
[New London Public Schools](#)

"The level of customer service has exceeded my expectations. helped us make the student enrollment process more equitable and accessible."

— **Wendi Russell** | *CTE Director,*
[Vancouver Public Schools](#)

"Our schools are able to better manage the application process from start to finish (because of SchoolMint). Plus, it makes the process significantly easier and more intuitive for our families. I would recommend SchoolMint to any charter management organization."

— **Charlie Wolfson** | *Director of Project Management*
[Alliance College-Ready Public Schools](#)

"We were impressed with the ease with which parents could navigate the SchoolMint system."

— **Holly Ferguson** | *Chief Policy & Strategy Officer,*
[Highline Public Schools](#)

"SchoolMint has helped us make the student enrollment process more equitable and accessible."

— **Charles Wilson**, *Executive Director,*
Enrollment & Registration Management,
[Oakland Unified School District](#)

A Complete School-wide Solution for American Indian Model Schools

Thank you for your time and consideration of SchoolMint!'s unparalleled strategic enrollment platform I have enjoyed learning about American Indian Model Schools and your requirements for the project.

I am confident we have the best solution for your needs. Here is an overview of the strategic initiatives we are helping districts address.

Manage the flow of families.

Dashboards show administrators exactly where families are in the process. And with built-in communication tools, they can send families a nudge or deadline reminder through instant text or email notifications.

- Engage with prospective families and track their interest before they even walk in the door
- Easily manage parent outreach and events with automated or scheduled messages and RSVPs
- Access reports to see which outreach and marketing efforts are working to achieve enrollment goals
- Increase public awareness of the strengths of your network and schools

So long paper. And the frustrations that come with it.

Eliminate paper forms by turning all enrollment documents into smart, web-based packets. Easily customizable through our award-winning interface, our smart forms can accommodate even the most complex requirements with intelligent fields and conditional logic. Now, more than ever before, you can deliver a smooth, equitable and transparent experience for your families.

- Support an accessible application process (in up to 20 languages, available on mobile and web)
- Provide a friendly user interface to save parents time and minimize redundant inquiries
- Create and collect application forms including document uploads, signatures & recommendations
- Improve data integrity and avoid duplicative and incorrect data entry from manual processes
- Reduce costs associated with print, postage, and storage of excess documentation
- Maintain data accuracy with SchoolMint-SIS data integrations

The most complex processes, simplified.

Transform lottery, waitlist, and offer assignment processes, and greatly simplify application gathering for families and administrators while simultaneously turning application data into the actionable insights you need.

- Design customized lotteries including complex priorities/preferences & weights by school or grade
- Manage every aspect of your lottery process with transparency, including a complete audit trail
- View dynamically-updated waitlists and send offers to eligible students with the click of a button

- Optimize offer assignments for families applying to and ranking preferences for multiple schools
- Communicate with parents easily through voice, text, & email messaging across multiple devices
- Allow full visibility for families through instant status updates to their student's application/waitlist status right from their phones

The power to plan.

Access reliable data in real-time to accurately assign seats, and unlock the predictive insights you need to plan ahead. For administrators, Application & Lottery Management dashboards generate a granular view of the number of students in each stage of the process. With the conversion funnel, admins can see students, in real time, as they progress through each stage of the enrollment cycle. And they can pinpoint where families fall off or stall.

- Track how many families are progressing through each step of the application process in real time
- Generate reliable, real-time data, analytics, and reports to inform key operational/budget decisions
- Gain insight into recruiting/retaining students at key grade-level transitions (e.g. 8th to 9th grade)
- Improve enrollment outreach & capture shifting population and choice trends earlier in the year

SchoolMint Feature Menu:

Product
<p>Application Management</p> <ul style="list-style-type: none"> • With a single account, families can submit inquiry forms, applications for multiple children to multiple schools, rank their preference, track application status, respond to offers. Status tracking reporting updated in real time. • Waitlist / Offer Management: Ability to manage waitlists and make offers for any and all school sites/grade levels. • Parent Experience - District Schools, Transfers, & Choice (6:21 minutes) • Application Management & Reporting (8:39 minutes)
<p>Lottery</p> <ul style="list-style-type: none"> • Ability to build lotteries, manage waitlists and make offers for any and all school sites/grade levels. Includes Open Seat Tracking, Lottery Priorities, and quota management. • Lottery & Assignments (5:29 minutes)
<p>New Student Registration</p> <ul style="list-style-type: none"> • Ability to build and launch all new student registration forms to families. • Parent Experience - Registration (7:58) • Registration & Re-Enrollment Packets (5:17 minutes) • Registration Management & Reporting (6:03 minutes)
<p>Re-enrollment</p> <ul style="list-style-type: none"> • Ability to build and launch all re-enrollment forms to returning families. • Registration & Re-Enrollment Packets (5:17 minutes)
<p>Fee Collections*</p> <ul style="list-style-type: none"> • Ability to collect a one-time fee per packet (ex. Application fee for international schools, field trip fee, athletic fee, etc.) <p>* (4% + \$0.30 per transaction fee)</p>
<p>Part of Purchased Package (no additional charge):</p> <ul style="list-style-type: none"> • Communications (email and text messages out of the box) • Data Analytics and Reporting • Sandbox environment for testing lottery configuration and scenarios • Direct API Level Read/Write integration into (Chalkable, PowerSchool, Aeries) •
<p>School Finder</p> <ul style="list-style-type: none"> • Customizable school finder website • School Finder & Enrollment Website (3:58 minutes)
<p>Interest Tracker</p> <ul style="list-style-type: none"> • Tool to capture interest from different marketing outreach methods and report on the outcome of these efforts. • Interest Tracker (5:18 minutes)
<p>General Packets/Year Round Forms</p>

- Ability to launch forms throughout the year to families (ex. Athletic registration forms, field trip forms, summer program enrollment packets, etc.)
- [Year-Round Engagement & Retention](#) (6:05 minutes)

Event Management & Appointment Scheduling

- The ability to connect event RSVPs and small group or individual scheduling for appointments.
- [Events Management](#) (2:04 minutes)

Language Translation

- SchoolMint's core platform text is available in English and Spanish at no extra charge.
- Additional languages including Arabic, Bengali, Burmese, Cape Verdean Creole, Chinese, French, Haitian Creole, Hindi, Khmer, Korean, Nepali, Portuguese, Russian, Somali, Swahili, Tagalog, Tigrinya, Urdu, and Vietnamese are available at an additional yearly fee.
- Custom translations for content outside of core platform text are charged separately as incurred.

Custom Branding and Landing Page

- Landing page and custom color scheme (CSS)

Print Templates

- Ability to print forms on original PDF docs ([see details here](#))

Voice Calls

- Ability to send robo calls or recorded messages via phone call right from the system

Teacher Recommendations

- Ability to attach teacher recommendation as part of applications, registration , or general year round forms.

Ad Hoc Text Message Pack

- Package of 10,000 additional ad hoc text messages (after a customer has hit their allotted threshold of messages).

*Text messages are subject to usage fees and bands. Please inquire about the plan.

Proposed Pricing

Name	Type	Price	QTY	Subtotal
Re-Enrollment Management - Student Licenses Re-Enrollment Management	Recurring	\$2.10	1,300	\$2,730.00
SM Direct SIS Integration for Re-Enrollment Support for an integration with PowerSchool, Aeries, Chalkable, or Software Answers to sync Re-Enrollment data from SchoolMint into the SIS	One Time	\$0.00	1	\$0.00
SM Set-up, Implementation, Training (Virtual)	One Time	\$1,092.00	1	\$1,092.00

Subtotal \$3,822.00

Total \$3,822.00

Implementation, Support and Training

Items	Description
Phone Support	8 AM to 5PM CST
Email Support	24/7 (< 24 response time for critical issues)
Dedicated Account Manager	Your account manager will be your main point of contact for initial implementation, training and on-going support
Configuration	Your Implementation fee includes working with your account manager to complete the initial implementation for forms, priorities and lottery rules into SchoolMint. (After the initial implementation is complete and approved, subsequent changes to forms, priorities, etc. will be charged on an hourly consulting basis)
Forms	Your implementation fee includes building up to 15 custom forms based on editable PDFs or Word forms. Your administrators have the ability to build any number of additional forms on their own.
Imports	Your implementation fee includes a yearly import for re-enrolling students. Please note that this only applies to those customers that have purchase our re-enrollment module. Additional imports can be accommodated at an hourly consulting basis
Languages	<p>SchoolMint offers language translation services through a third party provider as a convenience to customers serving families from diverse language backgrounds. These services include core platform and custom translations.</p> <p>Core platform language translations: SchoolMint’s “core platform” refers to the family-facing text that comes with the product <u>before</u> users in your organization build out custom forms, communications, or other admin-created content. Core platform content is included in your subscription at no additional cost for English and Spanish. For other supported languages including Arabic, Bengali, Burmese, Cape Verdean Creole, Chinese (simplified and traditional), French, Haitian Creole, Hindi, Khmer, Korean, Nepali, Portuguese, Russian, Somali, Swahili, Tagalog, Tigrinya, Urdu, and Vietnamese, customers can purchase access to SchoolMint’s core platform content for a flat annual Supported Language Fee. Note that this fee does <u>not</u> include the translation of custom, user-created content (see below).</p> <p>Custom language translations: SchoolMint charges an as-incurred Custom Translation Fee, priced per word, for any custom translation requests (including user-created forms, communications, or other content). Because custom translation falls outside the scope of SchoolMint’s core platform, it is <u>not</u> automatically included for Spanish or as part of the Supported Language Fees described above. To ensure that families in your organization view all</p>

	SchoolMint content in a particular language, it is essential to translate both core and custom content.
Custom Exports	SchoolMint can build custom exports based on your specifications. Throughout the year, you can request quotes. Total cost is based on your requirements.
Training and Consulting	Your implementation fee includes up to 5 hours of training in your first year conducted by SchoolMint Customer Success team – SchoolMint 101, Communications, Lottery, Registrations and Re-enrollment. Any additional trainings in the first year, or subsequent years is charged at our hourly consulting rate. Access to video and written training materials and webinars will always be available to you.
Hourly Consulting Rate	\$150 / hr.

Coversheet

Surplus and Obsolete (Resolution)

Section: III. Action Items
Item: D. Surplus and Obsolete (Resolution)
Purpose: Vote
Submitted by:
Related Material:
RESOLUTION OF THE BOARD OF EDUCATION OF THE AMERICAN INDIAN MODEL SCHOOL
S (1).docx
AIMS Board Cover sheet Surplus and obsolete March.pdf

RESOLUTION OF THE BOARD OF EDUCATION OF THE AMERICAN INDIAN MODEL SCHOOLS

Declaring District Personal Property Obsolete, Surplus and Authorizing Disposition Thereof

WHEREAS, the Board of Trustees of American Indian Model Schools has received from the Superintendent of Schools a list of AIMS personal property –i.e., electronic equipment (e-waste), furniture and listed in Exhibit “A” deemed no longer required for school purposes, or that should be disposed of for the purpose of replacement, or that is unsatisfactory or not suitable for school use, collected from or at listed sites; and

WHEREAS, the Superintendent recommends that the Board declare said AIMS personal property listed in Exhibit “A” to be obsolete, surplus and for items to be disposed of pursuant to applicable law,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of American Indian Model Schools hereby declares said AIMS personal property listed, presented and approved by the Finance Committee to no longer be required for school purposes, or should be disposed of for the purpose of replacement, or is unsatisfactory or not suitable for school use; and,

BE IT FURTHER RESOLVED that the Board of Trustee authorizes and directs the Superintendent or designee to dispose of each item of the AIMS personal property approved by the Finance Committee and/or by sale, donation to a charitable organization or disposition in the local public dump upon compliance with the provisions of Education Code Sections 17545 and 17546, respectively. **PASSED AND ADOPTED** by the Board of Trustees the American Indian Model Schools, this 11th day of March, 2020, by the following vote:

AYE:

NAY:

ABSTAIN:

RECUSED:

ABSENT:

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Special Board Meeting of the Governing Board of the American Indian Model Schools held on March 11, 2020.

EXHIBIT A

450 Student Combo Desk/ Tables from Classrooms

25 Teacher Desk from Classrooms

25 Student Individual Desk from Classrooms



AIMS Board Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?

Coversheet

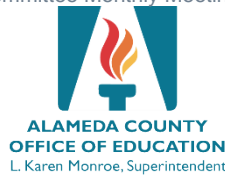
Auditor Selection Form

Section: III. Action Items
Item: E. Auditor Selection Form
Purpose: Vote

Submitted by:

Related Material:

Charter School Independent Auditor Selection Form 19-20 (AIPCS).docx
Charter School Independent Auditor Selection Form 19-20 (AIPCS II).docx
Charter School Independent Auditor Selection Form 19-20 (AIPHS).docx
AIMS Board Cover sheet Auditor Selection Form.pdf



Oakland Unified School District
Independent Auditor Selection Form
Fiscal Year 2019/20

American Indian Public Charter Charter School CDS Code #: **01-61259-6113807**

Each year the State Controller’s Office confirms that the county offices of education, school districts, charter schools and certain joint powers entities have arranged for their annual audits.

Please complete the following for the above charter school:

Audit Firm: Eide Bailly

Address: 10681 Foothill Blvd., Ste 300
Rancho Cucamonga, CA 91730

Telephone Number: 909-466-4410

2019/20 Fiscal Year Audit Fee \$ 30,200

If a multiple year contract, please state the fiscal years covered and fee for each year:

Fiscal Year	<u>2020/2021</u>	Fee \$	<u>30,500</u>
Fiscal Year	<u>2021/2022</u>	Fee \$	<u>30,500</u>
Fiscal Year	<u> </u>	Fee \$	<u> </u>

Date of Charter School Governing Board Approval: March 24, 2020

The District has verified that this firm is authorized to conduct school audits by confirming this firm’s name appears on the Certified Public Accountants Directory Service (i.e. CPADS) for Local Education Audits list. <http://cpads.sco.ca.gov/>

Katema Ballentine
 Authorized Charter Representative (Print Name)

 Charter Representative’s Signature

 Date

 Sponsoring District Representative’s Signature

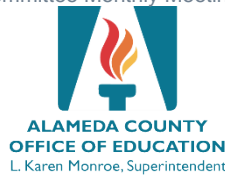
 Date

Charter Schools: Please complete and return to your sponsoring district representative listed below.

Please return to: **Minh Co** By (date): **March 18, 2020**

Districts: Please complete highlighted areas before sending to the charter. After reviewing and signing, return to ACOE.

PLEASE RETURN BY APRIL 1, 2020 TO SHANNON DOE, DISTRICT BUSINESS & ADVISORY SERVICES, ROOM 348.



Oakland Unified School District
Independent Auditor Selection Form
Fiscal Year 2019/20

American Indian Public Charter II Charter School CDS Code #: **01-61259-0114363**

Each year the State Controller’s Office confirms that the county offices of education, school districts, charter schools and certain joint powers entities have arranged for their annual audits.

Please complete the following for the above charter school:

Audit Firm: Eide Bailly

Address: 10681 Foothill Blvd., Ste 300
Rancho Cucamonga, CA 91730

Telephone Number: 909-466-4410

2019/20 Fiscal Year Audit Fee \$ 30,200

If a multiple year contract, please state the fiscal years covered and fee for each year:

Fiscal Year	<u>2020/2021</u>	Fee \$	<u>30,500</u>
Fiscal Year	<u>2021/2022</u>	Fee \$	<u>30,500</u>
Fiscal Year	<u> </u>	Fee \$	<u> </u>

Date of Charter School Governing Board Approval: March 24, 2020

The District has verified that this firm is authorized to conduct school audits by confirming this firm’s name appears on the Certified Public Accountants Directory Service (i.e. CPADS) for Local Education Audits list. <http://cpads.sco.ca.gov/>

Katema Ballentine
 Authorized Charter Representative (Print Name)

 Charter Representative’s Signature

 Date

 Sponsoring District Representative’s Signature

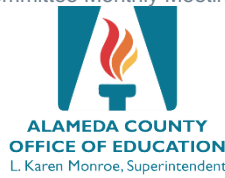
 Date

Charter Schools: Please complete and return to your sponsoring district representative listed below.

Please return to: **Minh Co** By (date): **March 18, 2020**

Districts: Please complete highlighted areas before sending to the charter. After reviewing and signing, return to ACOE.

PLEASE RETURN BY APRIL 1, 2020 TO SHANNON DOE, DISTRICT BUSINESS & ADVISORY SERVICES, ROOM 348.



Oakland Unified School District
Independent Auditor Selection Form
Fiscal Year 2019/20

American Indian Public High School Charter School CDS Code #: **01-61259-0111856**

Each year the State Controller’s Office confirms that the county offices of education, school districts, charter schools and certain joint powers entities have arranged for their annual audits.

Please complete the following for the above charter school:

Audit Firm: Eide Bailly

Address: 10681 Foothill Blvd., Ste 300
Rancho Cucamonga, CA 91730

Telephone Number: 909-466-4410

2019/20 Fiscal Year Audit Fee \$ 30,200

If a multiple year contract, please state the fiscal years covered and fee for each year:

Fiscal Year	<u>2020/2021</u>	Fee \$	<u>30,500</u>
Fiscal Year	<u>2021/2022</u>	Fee \$	<u>30,500</u>
Fiscal Year	<u> </u>	Fee \$	<u> </u>

Date of Charter School Governing Board Approval: March 24, 2020

The District has verified that this firm is authorized to conduct school audits by confirming this firm’s name appears on the Certified Public Accountants Directory Service (i.e. CPADS) for Local Education Audits list. <http://cpads.sco.ca.gov/>

Katema Ballentine
 Authorized Charter Representative (Print Name)

 Charter Representative’s Signature

 Date

 Sponsoring District Representative’s Signature

 Date

Charter Schools: Please complete and return to your sponsoring district representative listed below.

Please return to: **Minh Co** By (date): **March 18, 2020**

Districts: Please complete highlighted areas before sending to the charter. After reviewing and signing, return to ACOE.

PLEASE RETURN BY APRIL 1, 2020 TO SHANNON DOE, DISTRICT BUSINESS & ADVISORY SERVICES, ROOM 348.



AIMS Board Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?

Coversheet

Authorization of Payroll during school closure

Section: III. Action Items
Item: F. Authorization of Payroll during school closure
Purpose: Vote
Submitted by:
Related Material: Payroll information for closure approval.docx
AIMS Board Cover sheet Payroll Approval with School closure.pdf

American Indian Model Schools Payroll Information

Average Payroll

Bi-Weekly Payroll:

\$441,165

Monthly Payroll:

\$882,329



126 AIMS EMPLOYEES

103 Salaried Employees

11 Hourly Employees

12 Student Workers



AIMS Board Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?

Coversheet

Bay Area Community Resources - Amended Contract

Section: III. Action Items
Item: I. Bay Area Community Resources - Amended Contract
Purpose: Vote
Submitted by:
Related Material: Amendment AIMS-BACR.docx



AMENDMENT OF SECTION IV.

AGREEMENT FOR AFTER SCHOOL PROGRAM SERVICES & FUNDING

This Agreement for After School Program Services & Funding (“Agreement”) establishes the material terms of the business relationship between Bay Area Community Resources (“BACR”) and American Indian Model Schools (“AIMS” or “School”) for American Indian Public Charter and American Indian Public Charter School II for the provision of certain educational services (as further detailed below) at the AIMS school site during the 2019-20 school year. BACR and AIMS are each referred to individually as a “Party,” and collectively as the “Parties.” This Agreement is effective upon execution by representatives of each Party (“Effective Date”).

IV. PROGRAM BUDGET AND MANAGEMENT FEE

The budget for the Program at AIMS for the 2019-20 year is \$354,764 After School Education & Safety Program (ASES). AIMS will contribute School Day funds of \$40,000.

School staff and BACR staff will meet no later than the third Friday of each month in order to review various Program-related matters, including enrollment numbers and Program Fee collections.

At this monthly meeting, BACR will provide AIMS a written report of Program Fees it has collected from the parents of Program participants for the prior month, as well as any overdue Program Fees and late fees for that same month (“Program Fees Report”). In the event that Program Fee collections are below \$84,250, AIMS will fund any shortfall, regardless of amount. In addition, AIMS will fund any related late fees not already paid, as described above in Section (II)(C)(6). BACR will invoice AIMS for the shortfall, if any, and payment by the School will be made within thirty (30) days of issuance of BACR’s invoice.

For the sake of clarity, the Parties expressly agree that the School (not BACR), shall solely fund any shortfall in collections of Program Fees, whether such shortfall is caused by lower than expected enrollment, non-payment by Program participants, or any other reason. But for this express agreement and commitment by AIMS, BACR would not enter into this Agreement on these terms.

In the event BACR receives payment of any Program Fees after the School has covered the same, e.g., in the event of an exceptionally late payment by Program participant to BACR, then BACR shall report the same to the School as part of the monthly meeting and that amount shall be used to offset any future payment of the Management Fee, so that BACR does not receive double payment at any time.

If enrollment trends over two (2) or more consecutive months indicate more than a 10% change in Program enrollment as compared to the current expected level of 140 participants, then the Parties will meet and confer on proposed changes to Program-related terms, including staffing, student groupings, and the Management Fee on a go-forward basis (i.e., non-retroactive) following execution of any addendum. The Parties will document the results of any such discussions and memorialize any related changes in an addendum to this Agreement.

Effective as of the Date noted above upon signature of both parties.

AMERICAN INDIAN MODEL SCHOOLS

BAY AREA COMMUNITY RESOURCES, INC.

By: _____

By: _____

Its: _____

Its: _____

Printed Name: _____

Printed Name: _____

BACR Initials _____
School Initials _____

Coversheet

Power School Licenses for 2020/2021

Section: III. Action Items
Item: J. Power School Licenses for 2020/2021
Purpose: Vote
Submitted by:
Related Material: PowerSchool Renewal.pdf



150 Parkshore Dr, Folsom, CA
95630
Remit Email:
renewals@powerschool.com
FAX: (916) 288-1588
Quote Date: 2/28/2020
Quote #: Q-315469-1

Prepared By: Aidan Becker
Customer Name: American Indian Public High School
Contract Term: 12 Months
Start Date: 7/1/2020
End Date: 6/30/2021

Customer Contact:
Title:
Address: 40925 County Center Dr Ste 110
City: Temecula
State/Province: California
Zip Code: 92591
Phone #:

Product Description	Quantity	Unit	Unit Price	Extended Price
License and Subscription Fees				
PowerSchool SIS Hosting SSL Certificate	1.00	Each	USD 445.58	USD 445.58
PowerSchool SIS Subscription	1,375.00	Students	USD 7.29	USD 10,023.75
PowerSchool SIS Hosting	1,375.00	Students	USD 4.59	USD 6,311.25

License and Subscription Totals: **USD 16,780.58**

Year One Total	USD 16,780.58
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On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All PowerSchool invoices must be paid within thirty (30) days of the date on the invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf>.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

American Indian Public High School

Signature:



Signature: _____

Printed Name: Gregg Clevenger

Printed Name: _____

Title: Chief Financial Officer

Title: _____

Date: 2-28-2020

Date: _____

PO Number: _____