



**REQUEST FOR PROPOSALS:
(RFP No. DPW2024-003)**

**Lease for Humboldt County Courthouse Tower
and Communications Room
&
Ferndale Fairgrounds Communications**

Date Issued: September 24, 2024

Proposals Due: October 30, 2024 (Received by 4 p.m.)

**Humboldt County Public Works – Facilities Management Division
1106 Second Street
Eureka, California 95501**

**REQUEST FOR PROPOSALS – NO. DPW2024-003
LEASE FOR HUMBOLDT COUNTY COMMUNICATIONS AND TOWER**

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- Attachment B – Reference Data Sheet
- Attachment C – Sample Lease Agreement Humboldt County Courthouse
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REQUEST FOR PROPOSALS – NO. DPW2024-003
LEASE FOR HUMBOLDT COUNTY COMMUNICATIONS AND TOWER

1.0 DEFINITIONS:

1.1 Terms:

- A. Addenda.** As used herein, the term “Addenda” refers to an amendment or modification to this Request for Proposals.
- B. CEQA.** As used herein, the term “CEQA” refers to the California Environmental Quality Act.
- C. County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California, acting through its Department of Public Works – Engineering Division.
- D. Proposer.** As used herein, the term “Proposer” refers to any individual, agency or firm submitting a Proposal in response to this Request for Proposals.
- E. Proposal.** As used herein, the term “Proposal” refers to the document or documents submitted by a Proposer in response to this Request for Proposals.
- F. Services.** As used herein, the term “Services” refers to specified construction management services that are necessary to assist the County with the Project.
- G. Successful Proposer.** As used herein, the term “Successful Proposer” refers to the individual, agency or firm that the County enters into a final Lease Agreement with after the selection process set forth in this Request for Proposals has been completed.
- H. Lease Agreement.** As used herein, the term “Lease Agreement” refers to the contract that the County enters with the Successful Proposer.

1.2 Abbreviations:

- A. FCC.** As used herein, the abbreviation “FCC” refers to the Federal Communications Commission.
- B. PST.** As used herein, the abbreviation “PST” refers to Pacific Standard Time.
- C. RFP.** As used herein, the abbreviation “RFP” refers to this Request for Proposals for Lessee for the Humboldt County Communications and Tower.

2.0 INTRODUCTION:

2.1 Statement of Purpose:

The County of Humboldt (“County”), by and through its Department of Public Works – Facilities Management Division, is issuing this Request for Proposals (“RFP”) to retain sealed proposals for communications facilities to lease at two County locations. The first location will be one (1) wireless communications tower facility and related equipment room. The current site has been leased since 2009 and has existing communications towers sited upon it. This location is on the Fifth Floor of the Humboldt County Courthouse.

The second location will be at the Humboldt County Fairgrounds in the City of Ferndale. This will be for the installation and operation of telecommunication services. The proposed installation will help to improve cellular communications, especially coverage within the Ferndale area. A public benefit would be to further the communication capabilities of the county in the event of a natural disaster or other emergency.

The Successful Proposer must have the ability to provide qualified Services equivalent to those set forth in this RFP. This RFP is a non-binding solicitation and may be canceled by the County at any time.

2.2 Description of the Properties:

Humboldt County Courthouse. The County is the current owner of certain real property located at 825 Fifth Street, Eureka, California, commonly known as the Humboldt County Courthouse. Three communication towers are located on the Fifth Floor Courthouse Roof. A 40-foot tall, three-legged self-support lattice tower - commonly known as Tower Number Two - will be available for telecommunication services. The County has a Communications Room, located on the Fifth Floor of the Courthouse, the dimensions of the room are approximately 16’-8” x 8’-6”, with a 12’-10” +/- ceiling height. The Communications Room is located below and adjacent to Tower Two and shall be used for installation of equipment appurtenant to cell phone operations for the equipment on Tower Two. These facilities are shown in schematic form in the attached Attachment A of the Lease Agreement.

The equipment that will remain is as follows: (i) conduit and conductors from Subpanel CU (located in the Elevator Equipment Room, approximately 110’ south and on the 5th Floor) to a buck & boost transformer in the Cell Phone Equipment Room; (ii) 200A load center (with a 150A main breaker) on the west wall; (iii) three (3) 4-plex outlets below the backboard on the west wall; (iv) two (2) mini-split air handling units on the west wall, including conduit, conductors and disconnect switching; (v) doghouse (cable entry port); (vi) cable tray and supporting sleepers; (vii) two (2) mini-split condensing units; (viii) backboards on the west and north walls; and (ix) fluorescent lighting, conduits, conductors and light switch. This equipment is shown in the Attachment C on the Courthouse Lease Agreement.

Humboldt County Fairgrounds. The County is the current owner of the certain real property located at 1250 Fifth Street, Ferndale, California, commonly known as the Ferndale Fairgrounds. The County contracts with the Humboldt County Fair Association to conduct the Humboldt County Fair and manage and maintain the Fairgrounds. The space that would be available for telecommunications installations will be located on the fairground’s property, subject to site walkthroughs and review with the Humboldt County Fair Association. No emergency generator is to be installed with this project.

Proposers may submit Proposals for one or both of the subject properties under this RFP.

2.3 Overview of the Selection Process:

Information received as part of the Proposals submitted in response to this RFP shall be objectively evaluated to identify the Proposer that is best qualified to provide the Services set forth herein. At the conclusion of the evaluation, selection, contract negotiation and approval processes set forth in the RFP, a final Lease Agreement pertaining to the provision of the Services set forth herein will be awarded to the Successful Proposer.

3.0 TERMS AND CONDITIONS OF LEASE:

This section presents terms and conditions of the lease agreement to generally communicate the County's expectations for the provision of the Services solicited hereby. All Proposers will be strictly held to the requirements, standards and protocols set forth in this RFP and the sample Lease Agreement attached hereto as Attachment C and Attachment D. Such requirements and standards will be incorporated into the final Lease Agreement between the County and the Successful Proposer.

Before submitting an offer to lease, each Proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting full performance under the Lease Agreement and to verify any presentations made the County that the Proposer may rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Proposer from its obligation to comply in every detail with all provisions and requirements of the Lease Agreement or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Proposer.

- A. The County seeks to lease the Property (the "Lease") for continued use as a wireless communications facility at the Humboldt County Courthouse. The Lease shall have an individual term of Five (5) years, with One (1) renewal term of Five (5) years for a maximum total of Ten (10) years.
- B. The County seeks to lease Property (the "Lease") for use as a wireless communications facility at the Humboldt County Fairgrounds. The Lease shall have an individual term of Five (5) years, with Once (1) renewal term of Five (5) years for a maximum of Ten (10) years.
- C. The Lease(s) shall permit the use of the Property for installations, construction, operation, maintenance, maintenance of legacy equipment (as applicable), repair, upgrades and replacement, at lessee's sole expense, including without limitation, the operation of antenna mounting structure(s), equipment shelter(s), utility lines, supporting structures and other associated improvements and equipment for the transmission and reception of radio communication signals as license by the Federal Communications Commission (the "FCC") and for no other purpose.
- D. The elected lessee shall be required to enter, within (60) days of selection a Lease Agreement with the County of Humboldt substantially in the forms attached as Attachment C and Attachment D.

4.0 REQUIREMENTS STATEMENT:

4.1 Minimum Requirements:

Any proposer submitting a bid must meet one of the following criteria:

1. Demonstrate that it is licensed by the Federal Communications Commission to provide personal wireless services (an “FCC licensed carrier”);
2. Demonstrate that the proposal is made jointly with an FCC licensed carrier; or
3. Demonstrate that it has an executed agreement to lease space and possess the equipment, or the ability to acquire the equipment, proposed in its RFP to an FCC licensed carrier.

Proposals that do not meet one (1) of these minimum proposer requirements will be rejected as non-responsive.

4.2 Licensure, Certification and Accreditation Requirements:

In order for a Proposal to be considered for award of a Lease Agreement pursuant to this RFP Process, the Proposer must be in compliance with any and all applicable local, state and federal licensure, certification and accreditation requirements and standards, including but not limited to the following:

1. Proposer must submit an updated radio frequency study showing that the added equipment and the existing facilities will remain within safe limits of radiation exposure as provided by the Federal standards.
2. Certification by a structural engineer registered in the State of California indicates that any proposed whip and/or microwave dish antennas can be safely accommodated without modification by the existing tower (if applicable) and roof assemblies.
3. Proposer must submit an updated interference study showing that the added frequencies will not degrade the performance of any existing radio systems.

4.3 Compliance with the California Environmental Quality Act:

The Lease Agreement will need to include terms regarding the County’s compliance with the California Environmental Quality Act (CEQA). The compliance pathway for CEQA will depend on the nature and extent of the potential environmental impacts associated with the specific proposed facilities in the Proposal.

In June 2010, the State Historic Preservation Officer concurred with a determination that the Humboldt County Fairgrounds Grandstands in Ferndale is eligible for listing in the California Register of Historical Resources (Criteria A and C). As such, the Grandstands are considered a historic resource as defined in CEQA. Any Proposals submitted cannot have significant adverse changes in the significance of the grandstands as a historic resource, as described in CEQA Guidelines Section 15064.5(b).

5.0 SCHEDULE EVENTS:

The following schedule of events represents the County’s best estimate of the schedule that will be followed with regard to this RFP process. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m. Pacific Standard Time (“PST”).

The County hereby reserves the right, at its sole discretion, to modify this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of Proposals.

| EVENT | DATE |
|--|---------------------------------|
| RFP Issued by the County: | September 24, 2024 |
| Proposed Site Walkthroughs | September 25 – October 11, 2024 |
| Deadline for Submission of Questions: | October 14, 2024 |
| Deadline for Responses to Questions: | October 25, 2024 |
| Deadline for Proposals to be Received: | October 30, 2024, 4:00 p.m. PST |
| Completion of the Review and Evaluation Process: | November 15, 2024 |
| Finalization of Lease Agreement: | TBD |
| Recommendation of Award to Board of Supervisors: | TBD |
| Lease Commencement: | TBD |

6.0 GENERAL INFORMATION AND REQUIREMENTS REGARDING PROPOSALS:

6.1 Proposal Submission.

Proposers shall prepare and submit one (1) hardcopy and one (1) electronic copy of the Proposal by **4:00 p.m. PST, on October 30, 2024**. Proposals must be placed in a sealed envelope clearly marked “RFP No. DPW2024-003” along with the name and address of the Proposer and the closing date and time for submission of Proposals. Proposals that are unsigned or signed by an individual not authorized to bind the Proposer, will be considered nonresponsive and rejected. Proposals shall be submitted to County at the following address:

COUNTY: Humboldt County Department of Public Works – Facilities Management Division
Attention: Kirstie Greene, Senior Real Property Agent
1106 Second Street
Eureka, California 95501
Email: kgreene@co.humboldt.ca.us

Proposals submitted to any other County office will be rejected and returned to the Proposer unopened. Proposals received after the above-referenced time and date for submittal, whether by mail or otherwise, will be rejected and returned to the Proposer unopened. It is the sole responsibility of the Proposer to ensure that its Proposal is received before the submittal deadline and postmarks will not be accepted in lieu of this requirement. However, nothing in this RFP precludes the County from extending the deadline for submission of Proposals, or from requesting additional information at any time during the Proposal evaluation process.

6.2 Withdrawal of Submitted Proposals:

A Proposer may withdraw its Proposal at any time prior to the above-referenced deadline for submission of Proposals by submitting a written notification of withdrawal signed by the Proposer or an authorized representative thereof. Proposers must retrieve the entire sealed Proposal package in person. Proposals will become the County's property after the submission deadline has passed.

6.3 Proposal Modification:

Any Proposer who wishes to make modifications to a submitted Proposal must withdraw its initial Proposal as required by this RFP. It is the responsibility of the Proposer to ensure that a modified Proposal is resubmitted as required by this RFP before the designated deadline for submission of Proposals. Proposals may not be changed or modified after the deadline.

6.4 Proposer Investigations:

Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain its ability to perform the Services set forth in this RFP and comply with the requirements and standards set forth herein and the sample Lease Agreement attached hereto. In addition, each Proposer shall verify any representations made by the County that the Proposer will rely upon. Failure to conduct such investigations and examinations will not relieve the Successful Proposer from its obligation to comply with all provisions and requirements set forth in this RFP and the sample Lease Agreement attached hereto. In addition, a Proposer's lack of due diligence will not be accepted as a basis for any claim for monetary consideration on the part of the Proposer.

6.5 Expenses Incurred in Preparing Proposals:

The County accepts no responsibility for, and shall not pay, any costs resulting from, or associated with, a Proposer's participation in this RFP process, including, without limitation, the preparation and presentation of a Proposal.

6.6 Right to Reject Proposals:

The County reserves the unqualified right to reject any and all Proposals or to waive, at its sole discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of a Proposal.

6.7 Public Records and Trade Secrets:

All Proposals and materials submitted in response to this RFP shall become the County's property, and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, et seq.

This RFP, and all Proposals submitted in response hereto, are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws and regulations. Any portion of the Proposal that is deemed to be a trade secret by the Proposer shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters. Specifically identified proprietary information will not be released, if the Proposer agrees to indemnify and

defend the County in any action brought to disclose such information. By submitting a Proposal in response to this RFP, the Proposer agrees that the County's failure to contact the Proposer prior to the release of such proprietary information will not be a basis for liability by the County.

6.8 Conflict of Interest:

By submitting a Proposal in response to this RFP, Proposer warrants and covenants that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or assist in procuring the final Lease Agreement resulting from this RFP process, nor that any such person will be employed in the performance of such Lease Agreement without immediate divulgence of such fact to the County.

7.0 REQUIRED FORMAT OF PROPOSALS:

7.1 General Instructions and Information:

A. Content Requirements. In order for Proposals to be considered for award by the County, all of the following conditions must be satisfied:

1. Proposals must be submitted in accordance with the standards and specifications set forth in this RFP and contain all required attachments, including, without limitation, a signed and completed Signature Affidavit.
2. Proposals must be complete and specific unto themselves. For example, "See Enclosed Manual or Brochure" will not be considered an acceptable response.
3. Proposals must provide information which enables the County to properly evaluate the Proposer's ability to render the Services set forth in this RFP in a manner that is concise and to the point.
4. All information, statements, letters and other documentation and attachments required by this RFP must be included with the original Proposal and the electronic copy thereof.
5. Receipt of all Addenda to this RFP, if any, must be acknowledged on the bottom of the RFP Signature Affidavit sheet attached to the Proposal.

B. Presentation Requirements. In order for Proposals to be considered for award by the County all of the following conditions must be satisfied:

1. Proposals must be bound or contained in loose leaf binders. However, costly bindings, color plates, glossy brochures, etc. are not necessary or recommended.
2. Proposals must be uniformly typed in twelve (12) point font on standard letter size (8.5" x 11") white paper, single or double sided, with:
 - a. Each section and subsection clearly titled;
 - b. Each page consecutively numbered, including all attachments;
 - c. Each page having 1.25" margins; and

- d. Each page being clean and suitable for copying.
3. Proposals must not be any more than seventy-five (75) pages in length. Proposals exceeding such maximum page length may be rejected by the County.

C. **Formatting Requirements.** In order to be considered for award by the County, Proposals shall follow the format outlined herein. Failure to follow this format may result in the rejection of the Proposal. Each Proposal shall consist of the following sections:

- 1.0 Introductory Letter
- 2.0 RFP Signature Affidavit
- 3.0 Proposal Table of Contents
- 4.0 Business Profile
- 5.0 Quality Assurance Capabilities
- 6.0 Documentation
- 7.0 References
- 8.0 Evidence of Insurability and Business Licenses
- 9.0 Proposed Rental Rate(s), Exceptions, Objections and Requested Changes
- 10.0 Required Attachments

7.2 **Introductory Letter:**

In one page or less, the introductory letter shall describe the Proposer's qualifications, experience and vision for providing the Services set forth in this RFP. The introductory letter must also provide the Proposer's contact information, list any subconsultants that will be used to perform the Services set forth in this RFP and identify the offices where such Services will be performed. The introductory letter shall be signed in blue ink by an authorized representative of the Proposer.

7.3 **Signature Affidavit:**

Each Proposal must contain a signed and completed Signature Affidavit, which is attached to this RFP as Attachment A. The Signature Affidavit must be signed by an authorized representative of the Proposer. Signature authorization on the RFP Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, including, without limitation, the termination of any Lease Agreement resulting from this RFP process. Receipt of all Addenda, if any, must be acknowledged on the bottom of the RFP Signature Affidavit.

7.4 **Proposal Table of Contents:**

Proposals shall include a table of contents that identifies submitted material by sections 1.0 through 10.0 in the order listed above and any subsections thereof with sequential page numbers.

7.5 **Business Profile:**

Proposals shall include a clear and concise narrative which identifies the Project Team's ability to provide the Services set forth in this RFP.

A. **Company Overview.** The Business Profile must include an overview of the business structure and operation of the Proposer's firm. The company overview should include, at a minimum, all of the following items:

1. The Proposer's business name, physical location, mission statement, legal business

status, such as partnership, corporation, limited liability company or sole proprietorship and the Proposer's current staffing levels.

2. A detailed description of the Proposer's current and previous business activities, including, without limitation:
 - a. The history of the Proposer's firm, including the date when the firm was founded, and how innovation and high-quality performance is fostered thereby.
 - b. The number of years the Proposer has been operating under the present business name and any prior business names under which the Proposer has provided services equivalent to those set forth in this RFP.
 - c. The number of years the Proposer has been providing services equivalent to those set forth in this RFP.
 - d. The number of years the Proposer has been operating under the present business name, and any prior business names under which the Proposer has provided services equivalent to those set forth in this RFP.
3. A detailed description of any litigation regarding the provision of services equivalent to those set forth in this RFP that has been brought by or against the Proposer, including the nature and result of such litigation, if applicable.
4. A detailed description of any fraud convictions related to public contracts, if applicable.
5. A detailed description of any current or prior debarments, suspension or other ineligibility to participate in public contracts, if applicable.
6. A detailed description of any violations of local, state and/or federal industry or regulatory requirements, if applicable.
7. A detailed description of any controlling or financial interest the Proposer has in any other firms or organizations, or whether the Proposer's firm is owned or controlled by any other firm or organization. If the Proposer does not hold a controlling or financial interest in any other firms or organizations, that must be stated.

B. Overview of Qualifications and Experience. The Business Profile must include an overview of the Project Team's qualifications and experience regarding the provision of services equivalent to those set forth in this RFP. The overview of Qualifications and experience should include, at a minimum, all of the following items:

1. Identification of the Project Team, including, without limitation, an organizational chart which identifies all key personnel and subconsultants that will be responsible for providing Services set forth in this RFP.
2. The number of staff members employed by each subconsultant included in the Project Team that are currently providing services equivalent to those set forth in this RFP.

3. A detailed summary of the Project Team's overall experience regarding the provision of services equivalent to those set forth in this RFP.
4. A detailed description of the Project Team's overall knowledge of the requirements pertaining to the provision of construction management services for federally funded projects, including, without limitation, Caltrans' Local Assistance Procedures.
5. A detailed summary of the qualifications and experience of each Project Team member regarding the provision of services equivalent to those set forth in this RFP, including, without limitation, job titles, responsibilities, special training, licenses, certifications and resumés of all key personnel that will be responsible for providing the Services set forth in this RFP.
6. A detailed summary of how each Project Team member's qualifications and experience will help meet the objectives of the Project.

7.6 Quality Assurance Capabilities:

- A. **Description of Services.** Proposals shall include an overview of how the Services provided by the Project Team will comply with the requirements set forth in this RFP and the sample Lease Agreement attached hereto. The description of services portion of the Proposal should include, at a minimum, all of the following items:
 1. A detailed description of each Project Team member's role and responsibilities regarding the provision of the Services set forth in this RFP.
 2. A detailed description of any Services set forth in this RFP that will not be included in the Services provided by the Project Team and the reason for the exclusion thereof.
 3. A detailed description of any and all procedural techniques that the Project Team will utilize in order to add value to the Services set forth in this RFP.
- B. **Project Understanding and Quality Control.** Proposals shall include an overview of the Proposer's policies and procedures regarding quality control. The overview should include, at a minimum, all of the following items:
 1. A detailed description of the Proposer's understanding of the requirements, challenges and potential hurdles applicable to the provision of the Services set forth in this RFP.
 2. A detailed description of the management strategies that will be utilized by the Proposer to achieve the goals and objectives of the Project in an efficient manner.
 3. A detailed description of the Proposer's ability to implement innovative management techniques and identify opportunities for the use of such techniques.
 4. A detailed description of the Proposer's specific management expertise and how such expertise will assure timely performance of the Services set forth in this RFP.
 5. A detailed description of the expected communication channels between the Project Team and the County to ensure that the Services set forth in this RFP will be performed to the County's satisfaction, including, without limitation, how potential

problems will be solved.

7.7 Documentation:

Proposals shall include a detailed description of any and all reports, drawings, studies, invoices and any other pertinent documents, including, without limitation, that will be prepared and/or used to meet the requirements of this RFP and the sample Lease Agreement attached hereto. Samples of each document described in the documentation section of the Proposal shall be attached to the Proposal.

7.8 References:

- A. Reference Data Sheet.** Proposals shall include a Reference Data Sheet containing present and past performance information from a minimum of two (2) former clients, preferably government agencies, to whom the Proposer has provided services equivalent to those set forth in this RFP. A Reference Data Sheet is attached to this RFP as Attachment B.
- B. Required Information.** The performance information provided with each reference must be clearly correlated to the Services and requirements set forth in this RFP and the sample Lease Agreement attached hereto. Each reference must include, at a minimum, all of the following information:
1. The name, physical address, e-mail address and telephone number for the current contact person of each referenced client.
 2. The dates of project commencement and completion for each referenced client.
 3. A detailed description of the services performed for each referenced client, including, without limitation, the time period in which such services were delivered.
 4. A detailed description of how the services rendered by the Proposer led to accomplishment of each referenced client's project objectives.
 5. A detailed description of the contract amount and outcome of each referenced client's project.
 6. A verification that all information provided in the Reference Data Sheet is true and correct to the best of the Proposer's knowledge.

7.9 Evidence of Insurability and Business Licenses:

All Proposers shall submit evidence of eligibility for all insurances required by the sample Lease Agreement attached hereto. Upon the award of a final Lease Agreement, the Successful Proposer will have ten (10) calendar days to produce certificates of the required insurance, including a certified endorsement naming the County as an additional insured. Additional insurance should not be purchased until a final Lease Agreement has been awarded. In addition, all Proposers shall certify the possession of any and all licenses and/or certifications required for the provision of the Services set forth in this RFP.

7.10 Proposed Rental Rate(s), Exceptions, Objections and Requested Changes:

Proposers must list the proposed monthly rental rate for each proposed location included in their proposal. Each Proposer should carefully review the terms and conditions of this RFP and the sample Lease Agreement attached hereto. Any exceptions, objections or requested changes to this RFP or the sample Lease Agreement attached hereto shall be clearly identified and explained in the Proposal. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the referenced portion of this RFP or the sample Lease Agreement attached hereto. Protests based on any exception, objection or requested change shall be considered waived and invalid by the County, if the exception, objection or requested change is not clearly identified and explained in the Proposal.

7.11 Required Attachments:

Proposals that do not contain each of the following required attachments may be rejected by the County:

- **Attachment A – RFP Signature Affidavit** ([See Section 7.3](#))
- **Attachment B – Reference Data Sheet** ([See Section 7.8](#))

8.0 EVALUATION CRITERIA AND REVIEW PROCESS:

After the Proposals are received and opened by the County, the County will review and evaluate all Proposals for responsiveness to this RFP, in order to determine whether the Proposer possesses the qualifications necessary for the satisfactory performance of the Services set forth in this RFP. In evaluating the Proposals, the County will employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:

- **Relevant and Comparable Rental Rate – 35 Points:** The Proposer’s proposed rental rate for the lease(s), inclusive of any proposed exceptions, objections and modifications thereto. Proposers are encouraged to provide market data substantiating their proposed rental rates and any associated proposed terms and conditions applicable thereto.
- **Service Requirements – 35 Points:** The Proposer’s ability to provide Services equivalent to those set forth in the RFP in accordance with the requirements, specifications and standards contained herein and the sample Lease Agreement attached hereto.
- **Organizational Experience and Capacity – 20 Points:** The Proposer’s experience in providing services equivalent to those set forth in this RFP.
- **Other Criteria – 10 Points:** The overall impression of the Proposer’s ability to provide Services set forth in the RFP in timely and effective manner.

All Proposals will be evaluated by an RFP Evaluation Committee made up of County staff members and other parties that have expertise or experience in the types of Services set forth in this RFP. The RFP Evaluation Committee may directly request clarifications of Proposals from, and/or conduct interviews with, one (1) or more Proposers. The purpose of any such request for clarifications or interviews shall be to ensure the RFP Evaluation Committee’s full understanding of the Proposal. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing. Any delay caused by a Proposer’s failure to respond to such a request for clarification or interview may lead to a rejection of the Proposal.

The evaluation and selection process are designed to award the procurement to the Proposer with the best combination of attributes based upon the above-referenced evaluation criteria. Accordingly, Proposals will be evaluated against the evaluation criteria set forth in this RFP and not against other Proposals. The award of a Lease Agreement, if made by the County, will be based upon a total review and evaluation of each Proposal.

All contacts made with the County during the evaluation process shall be through Humboldt County Senior Real Property Agent, Kirstie Greene (see Section [10.1](#) for contact information). Attempts by a Proposer to contact any other representative of the County during the evaluation process may result in disqualification of the Proposal. Conflict resolution shall be handled by County staff upon receiving a written statement from the Proposer about this RFP process.

9.0 CONTRACT DEVELOPMENT:

9.1 Lease Negotiation Process:

Once the Proposal evaluation process has been completed, the County will notify the Proposers of the final rankings and negotiate the terms and conditions of the final Lease Agreement with the highest-ranking Proposer. The highest-ranking Proposer shall participate in good faith negotiations in accordance with direction from the County. Any delay caused by the Proposer's failure to participate in good faith negotiations may lead to rejection of the Proposal. The contract negotiation process shall include, without limitation, all of the following:

- A. Scope of Services.** The highest-ranking Proposer will be asked to submit a proposed Scope of Services within ten (10) days after receiving notification of the final rankings. After further discussion with County staff regarding roles, responsibilities, tasks and work products, the final Scope of Services will be incorporated into the final Lease Agreement.
- B. Scoping Meeting.** The highest-ranking Proposer may be asked to attend one or more scoping meetings to ensure that the Proposer has a full understanding of the terms, conditions and requirements that will be included in the final Lease Agreement. The scoping meeting(s) will also provide the highest-ranking Proposer with an opportunity to ask questions regarding the services that it will be expected to provide pursuant to the terms and conditions of the final Lease Agreement.

9.2 Award of Lease Agreement:

If the County determines, after the completion of the lease negotiation process, to award a Lease Agreement for the provision of the Services set forth in this RFP, a Lease Agreement shall be sent to the Successful Proposer for signature. Once signed copies have been returned to the County, the Lease Agreement will be submitted to the Humboldt County Board of Supervisors for review and approval. The County hereby reserves the right to award a Lease Agreement to the Proposer which, in the sole judgment of the County, best serves the interests thereof. No Proposal shall be binding upon the County until a final Lease Agreement is signed by duly authorized representatives of both the Successful Proposer and the County.

9.3 Contractual Requirements:

- A. Term.** The final Lease Agreement resulting from this RFP process shall begin upon execution by both parties and shall remain in full force and effect for five years from the Commencement Date or extended term, unless sooner terminated or extended as provided

therein. The County shall have the right to extend the term of, and increase the maximum amount payable under, the final Lease Agreement resulting from this RFP process based on the availability of funds.

- B. Termination for Cause.** If, in the County’s opinion, the Successful Proposer fails to adequately provide the agreed upon services within the applicable timelines or otherwise fails to comply with the terms and conditions set forth in the final Lease Agreement resulting from this RFP process, or violates any local, state or federal law, regulation or standard applicable to the performance thereof, the County may immediately terminate the Lease Agreement or reduce the amount of compensation to be paid to the Successful Proposer pursuant to the terms and conditions thereof.
- C. Termination without Cause.** The County may terminate the final Lease Agreement resulting from this RFP process without cause upon thirty (90) days advance written notice.
- D. Financial Management and Accounting System Requirements.** The Successful Proposer must have in place an adequate financial management and accounting system as required by Title 48 of the Federal Code of Regulations (“C.F.R.”) Section 16.301-3, 48 C.F.R. Part 18, and 49 C.F.R. Part 31.
- E. Non-Discrimination Requirements.** The Successful Proposer, providing services set forth in the final Lease Agreement, shall be responsible for complying with all of the following non-discrimination requirements:
- 1.** The Successful Proposer shall certify under penalty of perjury under the laws of the State of California that the Successful Proposer have, unless exempt, complied with the non-discrimination program requirements of California Government Code Section 12990 and Title 2 of the California Code of Regulations Section 8103.
 - 2.** During the performance of the final Lease Agreement resulting from this RFP process, the Successful Proposer shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over forty (40) years of age), marital status, and denial of family care leave. The Successful Proposer and shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Successful Proposer shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Sections 12990(a-f), et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285, et seq.). The Successful Proposer shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - 3.** The Successful Proposer shall act in accordance with the regulations relative to Title VI of the Civil Rights Act of 1964 (non-discrimination in federally-assisted programs of the Department of Transportation – 49 C.F.R. Part 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Title VI of the Civil Rights Act of 1964 provides that the recipients of federal assistance will implement and maintain a policy of non-discrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age or disability, be excluded from participation

in, denied the benefits of, or subject to discrimination under, any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- F. Disclosure of Confidential Information.** During the performance of the final Lease Agreement resulting from this RFP process, the Successful Proposer may receive information that is confidential under local, state and/or federal law. The Successful Proposer will be required to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations.
- G. Indemnification Requirements.** To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, the Successful Proposer will be required to hold harmless, defend and indemnify the County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the Successful Proposer's negligent performance of, or failure to comply with, any of the obligations contained in the final Lease Agreement resulting from this RFP process, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.
- H. Insurance Requirements.** The Successful Proposer will be required to satisfy the insurance requirements set forth in the sample Lease Agreement attached hereto. The Successful Proposer shall furnish the County with certificates and original endorsements effecting the required insurance coverage prior to execution of a final Lease Agreement. The County may require additional insurance requirements dependent upon the final scope of services that will be provided by the Successful Proposer.
- I. Nuclear-Free Humboldt County Ordinance Compliance.** In connection with the execution of the final Lease Agreement resulting from this RFP process, the Successful Proposer will be required to certify that it is not a Nuclear Weapons Contractor, as that term is defined by the Nuclear-Free Humboldt County Ordinance. The County shall have the right to immediately terminate the final Lease Agreement resulting from this RFP process if it is determined that the Successful Proposer falsified the above-referenced certification or subsequently becomes a Nuclear Weapons Contractor.
- J. Jurisdiction and Venue.** The final Lease Agreement resulting from this RFP process shall be governed in all respects by the laws of the State of California. Any disputes regarding the final Lease Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code Civil Procedure Sections 394 or 395.
- K. Assignment.** The final Lease Agreement resulting from this RFP process, and any amendments thereto, shall not be assignable by the Successful Proposer without prior approval by the County.

10.0 MODIFICATION AND CORRECTION:

10.1 Requests for Clarification or Correction:

Proposers shall be responsible for meeting all of the requirements, specifications and conditions set forth in this RFP and the sample Lease Agreement attached hereto. If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, a written request for

clarification or correction should be submitted to the County at the following address:

COUNTY: Humboldt County Department of Public Works – Facilities Management Division
Attention: Kirstie Greene, Senior Real Property Agent
1106 Second Street
Eureka, California 95501
Email: kgreene@co.humboldt.ca.us

Requests for clarification or correction and any other questions pertaining to this RFP must be received by the County before **5:00 p.m. PST on October 11, 2024**. All responses to such requests for clarification or correction and written questions will be submitted by the County on or before **October 23, 2024**.

10.2 RFP Addenda:

Any modifications to this RFP shall be made by written Addenda. Addenda to this RFP, if necessary, will be distributed via mail, email or facsimile to all Proposers by the County. Addenda issued by the County interpreting or modifying any portion of this RFP shall be incorporated in the Proposal. The Addenda Cover Sheet shall be signed and dated by the Proposer and submitted to the County with the Proposal. Any oral communications concerning this RFP by County personnel are not binding on the County and shall in no way modify this RFP or the obligations of the County or any Proposers.

11.0 CANCELLATION OF THE RFP PROCESS:

The County hereby reserves the right to cancel this RFP process at any time after the issuance of this RFP, but prior to the award of a final Lease Agreement, if the County determines that cancellation is in the County's best interest for reasons, including, but not limited to, the following: (1) the Services set forth in this RFP are no longer required; (2) the Proposals did not independently arrive in open competition, were collusive or were not submitted in good faith; or (3) the County determines, after analysis of the Proposals, that the need can be satisfied through an alternative method.

The County reserves the right to amend or modify the scope of the Services set forth in this RFP prior to the award of a final Lease Agreement, as necessity may dictate, and to reject any and all Proposals received in response hereto. This RFP does not commit the County to award a Lease Agreement for the provision of the Services set forth in this RFP, or to pay any costs incurred in the preparation of any Proposals.

**REQUEST FOR PROPOSALS – RFP NO. DPW2024-003
LEASE FOR HUMBOLDT COUNTY COMMUNICATIONS
AND TOWER**

**ATTACHMENT A –SIGNATURE AFFIDAVIT
(Submit with Proposal)**

| REQUEST FOR PROPOSALS – RFP NO. DPW2024-003 SIGNATURE AFFIDAVIT | |
|--|--|
| NAME OF FIRM: | |
| STREET ADDRESS: | |
| CITY, STATE, ZIP | |
| CONTACT PERSON: | |
| PHONE #: | |
| FAX #: | |
| EMAIL: | |

Government Code Sections 6250, et seq., the “Public Records Act,” define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this Proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Proposer or competitor; and that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above-named firm and hereby agrees to all the terms, conditions and specifications required by the County in this Request for Proposals and declares that the attached Proposal is in conformity therewith.

Signature

Title

Name

Date

This firm hereby acknowledges receipt / review of the following Addenda, if any
Addendum # [] Addendum # [] Addendum # [] Addendum # []

**REQUEST FOR PROPOSALS – RFP NO. DPW2024-003
LEASE FOR HUMBOLDT COUNTY COMMUNICATIONS
AND TOWER**

**ATTACHMENT B – REFERENCE DATA SHEET
(Submit with Proposal)**

| REFERENCE DATA SHEET | |
|--|---------------|
| <p>Provide a minimum of two (2) references with name, address, contact person, and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the County does not qualify.</p> | |
| NAME OF AGENCY: | |
| STREET ADDRESS: | |
| CITY, STATE, ZIP: | |
| CONTACT PERSON: | EMAIL: |
| PHONE #: | FAX #: |
| Department Name: | |
| Approximate County (Agency) Population: | |
| Number of Departments: | |
| General Description of Scope of Work: | |
| | |
| NAME OF AGENCY: | |
| STREET ADDRESS: | |
| CITY, STATE, ZIP: | |
| CONTACT PERSON: | EMAIL: |
| PHONE #: | FAX #: |
| Department Name: | |
| Approximate County (Agency) Population: | |
| Number of Departments: | |
| General Description of Scope of Work: | |

**REQUEST FOR PROPOSALS – RFP NO. DPW2024-003
LEASE FOR HUMBOLDT COUNTY COMMUNICATIONS AND TOWER**

ATTACHMENT C – SAMPLE LEASE AGREEMENT HUMBOLDT COUNTY COURTHOUSE

**LEASE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND**

[NAME OF LESSEE]

**FOR
HUMBOLDT COUNTY COURTHOUSE TOWER
AND COMMUNICATIONS ROOM**

This contract entered into this _____ day of _____, 2024, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and _____ [Name of Lessee] _____, a _____ [Name of State] _____ [type of business] _____, hereinafter referred to as “LESSEE,” is made upon the following considerations:

WHEREAS, COUNTY owns certain property known as the Humboldt County Courthouse, located at 825 Fifth Street, Eureka, California; and

WHEREAS, COUNTY and LESSEE desire to enter into a lease for one of the towers, as well as storage space for related communications equipment; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby mutually agree as follows:

1. PREMISES:

The COUNTY is the current owner of certain real property located at 825 Fifth Street, Eureka, California, commonly known as the Humboldt County Courthouse. Three communication towers are located on the Fifth Floor Courthouse Roof. A 40-foot tall, three-legged self-support lattice tower - commonly known as Tower Number Two - will be available for telecommunication services.

The County has a Communications Room, located on the Fifth Floor of the Courthouse, the dimensions of the room is approximately 16’-8” x 8’-6”, with a 12’-10” +/- ceiling height. The Communications Room is located below and adjacent to Tower Two and shall be used for installation of equipment appurtenant to cell phone operations for the equipment on Tower Two. These facilities are shown in schematic form in the attached Attachment A of the Lease Agreement.

Tower and Room collectively shall be referred to as “premises.”

2. USE OF PREMISES:

- A. Intended Use. Tower shall be used by LESSEE for installation, operation and maintenance of its antennae facilities for the transmission, reception and operation of a communications system and used incidental thereto. Room shall be used by LESSEE

for storage of equipment directly related to LESSEE's use of Tower. Installation of cabling or other equipment adjacent to Tower, which is necessary for function of LESSEE's equipment on Tower, may be installed subject to approval of COUNTY. LESSEE has inspected premises and agrees that premises are suitable for LESSEE's intended use.

- B. Unusable due to Destruction. In the event the leased premises is destroyed in whole or in part by fire or other casualty to the extent that they are substantially unusable, LESSEE reserves the right to forthwith terminate this Lease upon written notice within seven (7) days following the date of loss. In the event that the leased premises is destroyed in whole or in part by fire or other casualty, COUNTY shall have the option to rebuild or to terminate this Lease. Such option shall be exercised by COUNTY by providing written notice to LESSEE within seven (7) days following the date of loss. COUNTY's option to rebuild shall not affect LESSEE's right to terminate this Lease as set forth herein.
- C. Unusable due to Illegality or Condemnation. If it becomes unlawful for LESSEE to conduct its intended operations on the premises, or if a portion of the premises thereto is condemned by a public authority to the extent that it becomes impossible to use the premises, or if any highway or street change is made diverting or re-routing traffic away from the premises to the extent that the premises becomes impossible to use, LESSEE shall have the right at any time thereafter to terminate this Lease by giving COUNTY seven (7) days advance written notice of such termination.
- D. Unusable for Intended Operations. If the premises becomes unusable from a practical standpoint for a period of ten (10) consecutive days or longer as a result of causes, including, without limitation, flood, strikes, riots, insurrection, or other similar or different causes, beyond the control of COUNTY and LESSEE, LESSEE may terminate this Lease upon seven (7) days written notice to COUNTY. The remedy set forth herein are in addition to, and do not in any manner limit, any other remedies available to LESSEE.

3. TERM OF LEASE:

- A. Initial Term. The initial term of this Lease shall be for a period of five (5) years commencing upon [REDACTED] ("Commencement Date") and terminating five (5) years from the commencement date.
- B. Option to Extend Lease Term. LESSEE has the option to extend this Lease, upon the same terms and conditions for one (1) five (5) year term. Each option may be exercised by LESSEE giving COUNTY written notice of its intent to extend the Lease at least ninety (90) days prior to the end of the initial term.
- C. Holding Over. Any holding over beyond the term of this Lease, which is subject to all terms and conditions set forth herein, shall be a month-to-month basis until terminated by either party upon thirty (30) days written notice prior to the end of any one (1) month period. During such holdover period LESSEE shall pay rent to COUNTY as set forth in Section F (RENT).

4. RENT:

LESSEE shall pay to COUNTY in the amount of [REDACTED] per month. Rent shall commence on the Commencement Date. Commencing on the Commencement Date. One each anniversary date of the Commencement Date during the initial term or option period, the rent shall be increased by five percent (5%). LESSEE shall be responsible for computing the annual increase and paying the increased rent without notice or demand by COUNTY. Should LESSEE exercise its option to extend the Lease, the rent shall continue to increase by five percent (5%) every year during the extended term.

Rent shall be paid in advance on the first day of each month, except in the event that COUNTY'S occupancy shall commence on a day other than the first day of the month, the rent for the first partial month shall be prorated at one-thirtieth (1/30) of the rental rate for each calendar day the premises are ready for occupancy during such month. All rent not paid by the date due shall be considered delinquent and a late charge of twenty percent (20%) shall be imposed. Payment shall be made at the following address:

COUNTY: Humboldt County Department of Public Works
1106 Second Street
Eureka, California 95501

Should LESSEE hold over after expiration of this Lease, the monthly rent due from LESSEE to COUNTY shall immediately increase by one hundred percent (100%). In addition, the annual increase of five percent (5%) shall continue throughout the holdover period.

5. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Lease, if LESSEE fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this Lease without cause upon ninety (90) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY'S obligations under this Lease are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Lease shall be terminated. COUNTY shall provide LESSEE seven (7) days advance written notice of its intent to terminate this Lease due to insufficient funding.
- D. Termination due to Misrepresentation. COUNTY may immediately terminate this Lease, if LESSEE intentionally provides COUNTY with false or misleading information or misrepresents any material fact on its application or statement to or before COUNTY, or intentionally fails to make full disclosure on its financial statement or other documents.
- E. Surrender of Premises. Upon termination of this Lease, LESSEE shall surrender the premises to COUNTY in good condition and repair, except for normal wear and tear.

LESSEE shall be under no obligation to repair or restore the whole or any portion of the premises which may be damaged by reason of fire, earthquake, the elements or other casualty.

- F. Termination by COUNTY. COUNTY reserves the right to terminate this Lease on thirty (30) days notice for any cause or reason provided by the Lease itself, or by law upon the happening of one or more of the following:
1. Filing a petition of voluntary or involuntary bankruptcy with the respect to LESSEE.
 2. Making by LESSEE of any general assignment for the benefit of creditors.
 3. Failure of LESSEE to pay promptly when due all rents, charges, fees, or other payments in accordance with this Lease.
 4. Failure of LESSEE to remedy any default, breach, or violation of any provision of this Leases with thirty (30) days notice from COUNTY.
- G. Termination by LESSEE. This Lease may be terminated by LESSEE on ninety (90) days written notice to COUNTY if, due to a change in Federal, State, or COUNTY laws and/or regulations, LESSEE is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Antennae Facilities or LESSEE's business. The current monthly rent, at the time notice of termination is given to COUNTY by LESSEE, shall immediately increase by one hundred percent (100%) and shall continue until the expiration of the ninety-day notice period or until LESSEE's removal of its equipment and surrender of premises pursuant to Section 33 (REMOVAL OF LESSEE'S EQUIPMENT AND SURRENDER OF PREMISES), whichever occurs later.
- H. Risk to Public Safety. In the event the Federal Communications Commission makes a determination which is final and non-appealable, or which is affirmed and becomes final after the exhaustion of all available appeals concluding that LESSEE's use as set forth in this Lease presents a material risk to public health or safety, either party may terminate this Lease upon thirty (30) days written notice to the other party.

6. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. Construction Requirements. LESSEE hereby covenants and warrants that the premises have been constructed, and any remodeling done, in accordance with any and all local, state and federal laws, regulations and standards, including, without limitation, the Americans with Disabilities Act.
- B. Licensure, Certification and Accreditation Requirements. LESSEE hereby agrees to comply with any and all applicable licensure, certification and accreditation standards or criteria established by any local, state or federal governmental agency.
- C. Life Safety and Fire Protection Requirements. LESSEE shall supply, install and maintain life safety and fire protection systems, including, without limitation, fire extinguishers, fire alarms and other fire protection and suppression devices, in

compliance with any and all applicable local, state and federal building and fire codes.

- D. Smoking Requirements. LESSEE hereby agrees to comply with any and all applicable provisions of Sections 971-1, *et seq.* of the Humboldt County Code, which prohibit smoking in any and all facilities owned, leased, licensed or otherwise controlled by COUNTY.

7. PAYMENT FOR UTILITIES AND SECURITY SERVICES:

COUNTY shall furnish electricity to premises at LESSEE's expense. COUNTY shall send LESSEE a monthly bill for LESSEE's electricity usage. LESSEE shall pay the electricity bill within thirty (30) days of receipt. COUNTY shall send LESSEE a monthly bill for any security services provided to LESSEE for access to premises in accordance with Section 8 and Exhibit F. LESSEE shall pay the security services bill within thirty (30) days of receipt. Any bill not paid by the date due shall be considered delinquent and a late charge of twenty percent (20%) shall be imposed.

8. LESSEE'S ACCESS TO PREMISES/COURTHOUSE SECURITY:

COUNTY shall provide LESSEE reasonable access to premises. LESSEE shall give COUNTY reasonable notice as to when LESSEE will need access to premises. LESSEE agrees that only authorized engineers, employees, or properly authorized contractors of LESSEE, Federal Communications Commission inspectors, or person under their direct supervision shall be permitted to enter premises. LESSEE further agrees to exercise firm control over the people entering an area that may contain radio frequency radiation. A detailed protocol for LESSEE's access to premises is attached as Exhibit B. LESSEE acknowledges that COUNTY may deem it necessary to modify this protocol from time to time, and LESSEE shall comply with any such modified protocol. COUNTY shall give LESSEE reasonable notice, which may include verbal notice, of any modifications to the protocol. Within sixty (60) days of such notice, this Lease shall be amended to replace Exhibit B with the modified protocol. Such notices and amendments may include increased in the cost of security service as well as changes in the protocol.

9. EXCLUSIVITY/COUNTY'S ACCESS TO PREMISES:

COUNTY at all times shall have access to, and the right to inspect, premises.

10. STUDIES, PLANS AND SPECIFICATION PRIOR TO INSTALLATION OF EQUIPMENT:

Prior to installation of any equipment, LESSEE shall submit to COUNTY the following documents:

- A. An updated radio frequency study showing that LESSEE's proposed equipment and the existing facilities will remain within safe limits of radiation exposure as provided by Federal standard (ANSI or its successor).
- B. Certification by a structural engineer in the State of California indicating that LESSEE's proposed whip and/or microwave antennas can be safely accommodated without modification by the existing tower and roof assemblies.
- C. An updated interference study showing that added frequencies proposed by LESSEE will not degrade the performance of any existing radio systems.

- D. A detailed plan showing the method of installation of all equipment. The plan shall be approved by COUNTY prior to commencement of any installation.

11. INSTALLATION OF EQUIPMENT:

LESSEE agrees and warrants that installation of equipment on premises shall be done in accordance with all applicable laws and regulations. The coax shall be bundled and securely fastened to the inside of the tower legs to reduce wind loading. In the event a public entity other than COUNTY determines that premises fail to meet building safety requirements or other standards prescribed by laws and orders that correction or modifications be made, COUNTY shall have the right to terminate this Lease upon thirty (30) day notice to LESSEE if LESSEE elects not to make the required corrections or modifications.

12. EQUIPMENT REPLACEMENT/UPGRADE:

LESSEE may update or replace its equipment from time to time with the prior written approval of COUNTY. LESSEE shall submit to COUNTY a detailed proposal for any such replacement or upgraded equipment. Such proposal may require an updated radio frequency, structural study, and interference study in accordance with Section 10 – (STUDIES, PLANS AND SPECIFICATIONS PRIOR TO INSTALLATION OF EQUIPMENT). If such studies are required by COUNTY, LESSEE shall provide the studies to COUNTY within sixty (60) days of request by COUNTY. Such proposal may require an updated environmental (CEQA) review of the project and may require LESSEE to obtain building and/or land use permits. Should COUNTY approve LESSEE's request to update or replace its equipment, LESSEE must comply with all conditions of approval noted by COUNTY in its written notice of approval and LESSEE must comply with all governmental permits and environmental law (CEQA) requirements.

13. INTERFERENCE:

LESSEE agrees to have installed equipment of the type and frequency which will not cause measurable interference to COUNTY's equipment existing as of the Commencement Date of this Lease. In the event LESSEE's equipment causes such interference and after COUNTY has notified LESSEE of such interference, LESSEE shall take all steps necessary to correct and eliminate the interference. COUNTY agrees that any other tenants of the Site who currently have or in the future take possession of the Site will be permitted to install only such equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of LESSEE. The parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

COUNTY shall make reasonable efforts not to cause measurable interference with LESSEE's equipment or operations, but LESSEE acknowledges that COUNTY's communications towers are primarily for county purposes, including but not limited to public health and safety. LESSEE acknowledges that COUNTY may deem it necessary to install equipment or to perform some other act that interferes with LESSEE's equipment or operations. In the event such interference is necessary as determined in COUNTY's sole discretion, either party may terminate this Lease on thirty (30) day notice. Subject to written approval by COUNTY, LESSEE may install equipment to shield and filter out interference caused by COUNTY or other tenants.

Nothing in this Lease shall preclude COUNTY from leasing other space for communications

equipment to any person or entity which may be in competition with LESSEE, or any other party.

14. INTERRUPTIONS:

COUNTY and LESSEE agree that COUNTY shall have not responsibility or liability whatsoever for interruptions, disruptions, or failures in LESSEE's equipment or operation of LESSEE's equipment, including but not limited to equipment failures, utility failures, structural failures, or otherwise. COUNTY shall not give any unauthorized access to LESSEE's equipment; however, COUNTY shall not be responsible to LESSEE for any unauthorized access.

15. TOWER AND EQUIPMENT MAINTENANCE:

LESSEE shall maintain Tower and all facilities, improvements and equipment located thereon in a good state of repair and in compliance with rules and regulations enforceable by the Federal Communications Commission, the Federal Aviation Administration, and other governmental authorities. LESSEE shall make all necessary repairs and shall bear, assume, pay and discharge all expenses and obligations incurred by it in connection with said maintenance and repairs.

16. ACCEPTANCE OF PREMISES IN "AS IN" CONDITION:

LESSEE agrees to accept premises in an "as is" condition. LESSEE acknowledges that it has inspected premises as thoroughly as LESSEE desires. LESSEE agrees that COUNTY has made no warranties or representations of any kind respecting the condition of premises or the condition of any improvements or utilities located thereon, including but not limited to Tower's structural condition or ability to support equipment, except that COUNTY hereby represents that, to the best of COUNTY's knowledge and belief, there are no known violations of law with respect to premises.

By taking possession of premises, LESSEE accepts premises in the condition existing as of the Commencement Date and COUNTY shall not be liable for any latent or patent defect in premises.

17. RADIO FREQUENCY ENERGY SAFE EXPOSURE LIMITS:

COUNTY and LESSEE mutually acknowledge and agree that the level of ambient radio frequency (RF) energy on the Site must not be permitted to exceed those limits allowed by the Federal Communications Commission as being safe for human exposure. COUNTY agrees not to admit additional users to the Site without first evaluating their likely contribution to ambient RF energy, and whether the predicted increase in levels resulting from their operations would exceed maximum permissible limits. If COUNTY determines that existing users must reduce radiated power to bring the Site into compliance, then LESSEE agrees to share in the burden of overall reductions which requires all existing users to participate in proportion to their existing power outputs. COUNTY and LESSEE further agree to cooperate in the temporary reduction or elimination of RF energy during those times when workers must ascend any of the communication towers on the Site. If any governmental agency, court or other governmental authority requires an on-site RF study, LESSEE agrees to pay its percentage share of the cost based upon its percentage share of power output at the time the study was conducted.

18. INDEMNIFICATION:

- A. Indemnity. LESSEE will be required to hold harmless, defend and indemnify the COUNTY, and its agents, officers, officials, employees and volunteers, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY or its agents, officers, officials, employees or volunteers.
- B. Effect of Insurance. Acceptance of the insurance required by this Lease shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether any insurance is applicable or not.

19. INSURANCE REQUIREMENTS:

This Lease shall not be executed by COUNTY, and LESSEE is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or designee thereof.

- A. General Insurance Requirements. Without limiting either party's indemnification obligations set forth herein, each party shall take out and maintain, throughout the entire term of this Lease, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of the covered party or its agents, officers, directors, employees, licensees, invitees or assignees:
 - i. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 - ii. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 - iii. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against the other party and its agents, officers, officials, employees and volunteers.

- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
- i. The comprehensive and/or commercial general liability policy shall provide that the other party, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, of the covered party. The coverage shall contain no special limitations on the scope of protection afforded to the other party or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 1. Includes contractual liability.
 2. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 3. Is the primary insurance with regard to the other party.
 4. Does not contain a pro-rata, excess only and/or escape clause.
 5. Contains a cross liability, severability of interest or separation of insureds clause.
 - ii. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to the other party in accordance with the notice requirements set forth herein. It is further understood that the covered party shall not terminate such coverage until the other party receives adequate proof that equal or better insurance has been secured.
 - iii. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 - iv. For claims related to this Lease, the covered party's insurance is the primary coverage to the other party, and any insurance or self-insurance programs maintained by the other party are excess to the covered party's insurance and will not be used to contribute therewith.
 - v. Any failure of the covered party to comply with the terms and conditions of this Lease shall not affect the coverage provided to the other party or its agents, officers, officials, employees and volunteers.
 - vi. Each party shall furnish the other party with certificates and original endorsements effecting the required coverage prior to execution of this Lease. The endorsements shall be on forms approved by each party. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, the other party. Either party may terminate this

Lease, if the other party fails to keep all insurance policies required pursuant to the terms and conditions of this Lease in effect.

- vii. Each party is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and the covered party shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

LESSEE: _____

20. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Lease, LESSEE certifies that it is not a Nuclear Weapons Contractor, in that LESSEE is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. LESSEE agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Lease if it determines that the foregoing certification is false or if LESSEE subsequently becomes a Nuclear Weapons Contractor.

21. REMEDIES ON DEFAULT:

COUNTY may, at any time after LESSEE is in default, terminate this Lease as set forth herein or cure the default at the expense of LESSEE. If COUNTY at any time, by reason of LESSEE's default, pays any sum, or does any act that requires the payment of any sum, the sum paid by COUNTY shall be due from LESSEE to COUNTY within five (5) days of receiving written notice of such sum, and if paid at a later date shall bear interest at the maximum rate COUNTY is permitted by law to charge from the date the sum is paid by COUNTY until COUNTY is reimbursed by LESSEE. The remedies set forth herein are in addition to, and do not in any manner limit, any other applicable legal remedies available to COUNTY.

22. ENVIRONMENTAL LAWS:

COUNTY represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. LESSEE shall not introduce or use any such substance on the Site in violation of any applicable law. LESSEE shall be responsible for and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, of all spills or other releases of Hazardous Substance, caused by or contributed to by LESSEE, which have occurred, or which may occur on the Site.

In addition, if COUNTY has objective, substantive facts that would lead a reasonable person to believe that LESSEE's actions have contaminated the Site, COUNTY shall require LESSEE, at LESSEE's sole cost and expense, to conduct a Phase I Environmental Survey of the Site by a competent and experienced environmental engineer or engineering firm. LESSEE shall provide a copy of such Survey to COUNTY in order to confirm LESSEE's compliance with this Section. LESSEE shall comply with any clean-up, remediation, or other actions required by the Phase I Environmental Survey at LESSEE's sole cost and expense.

COUNTY shall be responsible for and shall promptly conduct any investigations and remediations as required by any applicable environmental laws, of all spills or other releases of Hazardous Substance, not caused by or contributed to by LESSEE, which have occurred, or which may occur on the Site.

This Section shall survive the termination or expiration of the Lease.

23. SUBLEASE:

LESSEE shall not sublease premises.

24. REMEDY FOR BREACH:

In the event of any breach of this Lease by either party, each party hereto shall have all rights and remedies provided by law.

25. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Lease shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Each party may at any time change its address for notice by giving written notice of such change to the other party in the manner provided in this section.

LESSEE: _____

COUNTY: County of Humboldt
Dept. of Public Works
ATTN: Real Property
1106 Second Street
Eureka, California 95501

26. ASSIGNMENT:

Except as provided in this Section, LESSEE shall neither assign its rights nor delegate or otherwise transfer its obligations under this Lease to any other person or entity without the prior

written consent of COUNTY. Any such assignment without the consent of COUNTY shall be void and the attempted assignment shall constitute a material breach of this Lease.

For purpose of this Section, "assignment" shall include, but not be limited to: (A) a sale, exchange or other transfer of substantially all of LESSEE's assets to a third party, (B) a sale, exchange or other transfer of thirty percent (30%) or more of the outstanding common stock of LESSEE; (C) any reorganization, consolidation, merger recapitalization, stock issuance or reissuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which LESSEE or any of its shareholders is a party which results in a change of ownership or control of thirty percent (30%) or more of the value or voting rights in the stock of LESSEE; and (D) any combination of the foregoing, whether or not in related or contemporaneous transactions, which has the effect of any such transfer or change of ownership. If LESSEE is not a corporation, an assignment shall also include, among other things, any transfer or reorganization that has an effect similar to the situations described in the foregoing sentence for corporations. For purposes of this Sections, the term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in interest pursuant to the assignment. If LESSEE is a subsidiary of another corporation or business entity, any "assignment," as defined above, by the parent company or corporation shall be considered an assignment by LESSEE.

If LESSEE requests COUNTY's consideration of consent to an assignment, COUNTY may deny or approve such request in tis complete discretions. No request by LESSEE for consent to an assignment need to be considered by COUNTY unless and until LESSEE has bet the following requirements:

- A. LESSEE shall pay COUNTY its reasonable expenses for attorneys' fees (including reasonable value of services rendered by County Counsel) and investigation costs to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition of approving any such assignment;
- B. LESSEE shall furnish COUNTY audited financial statements of the proposed assignee's operations for the immediately preceding five (5) operating years;
- C. LESSEE shall furnish COUNTY satisfactory proof that proposed assignee meets minimum standards it would have been required to meet as a responsible bidder when this Lease was originally put out to bid.

Under no circumstances shall COUNTY be required to consider any proposed assignment if LESS is in default at any time during the period of consideration.

If COUNTY consents to an assignment, at the point of transition LESSEE shall cooperate with COUNTY and assignee to assist in an orderly transition.

27. AMENDMENT:

This Lease may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or modification of, the terms of this Lease shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

28. RELATIONSHIP OF PARTIES:

It is understood that this Lease is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Each party hereto shall be responsible for the acts and omissions of its agents, officers, officials, directors, employees, licensees, invitees, assignees and subcontractors.

29. ATTORNEY'S FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

30. WAIVER OF BREACH:

The waiver by either party of any breach of this Lease shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Lease.

31. BINDING EFFECT:

All provisions of this Lease shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, successors and permitted assigns.

32. JURISDICTION AND VENUE:

This Lease shall be construed under the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

33. REMOVAL OF LESSEE'S EQUIPMENT AND SURRENDER OF PREMISES:

LESSEE's equipment is agreed to be LESSEE'S personal property, and LESSEE shall at all times be authorized to create security interests in said property specifically itemized, and to remove said property from premises free from any lien of COUNTY. Upon the expiration or earlier termination of this Lease, LESSEE (A) shall remove LESSEE'S equipment in a good, efficient, and workmanlike manner, and in compliance with all applicable legal requirements, (B) shall repair any damage to Tower or the Site caused by such removal, (C) shall not interrupt or interfere with the operation of COUNTY'S equipment, COUNTY'S communications system, or the equipment or communications systems of other users of the Site, and (D) shall surrender premises in good condition, ordinary wear and tear excepted. In the event LESSEE fails to remove any of LESSEE'S equipment from Tower or the Site within thirty (30) days following the expiration or earlier termination of this Lease, LESSEE shall be deemed to have abandoned LESSEE'S equipment, and COUNTY shall be free to remove and dispose of LESSEE'S equipment in any manner within county's sole and absolute discretion, and without any liability

to LESSEE therefor. If LESSEE is deemed to have abandoned LESSEE'S equipment to COUNTY, pursuant to the preceding sentence, LESSEE shall reimburse COUNTY within five (5) days following COUNTY'S demand for all costs incurred by COUNTY in removing and disposing of LESSEE'S equipment, said obligation to survive the termination of this Lease. Notwithstanding the foregoing, LESSEE shall not have the right to, and may not, remove any structural enhancements to Tower.

34. INTERPRETATION:

This Lease, as well as its individual provisions, shall be deemed to have been prepared equally by both parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, paragraphs and clauses set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Lease.

36. SEVERABILITY:

If any provision contained herein is declared by a court of competent jurisdiction to be void or unenforceable as written, the parties intend and desire that such provision be enforced and enforceable to the fullest extent permitted by law and that the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the balance of this Lease.

37. PROVISIONS REQUIRED BY LAW:

This Lease is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Lease. This Lease shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

38. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Lease, the parties agree to comply with the amended provision as of the effective date of such amendment.

39. SURVIVAL OF PROVISIONS:

Portions of this Lease are intended to survive any expiration or termination of this Lease. Accordingly, all provisions hereof which contemplated performance after any such event shall so survive, as shall all indemnity and restoration obligations, and the right to exercise remedies for default.

40. ENTIRE AGREEMENT:

This Lease contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Lease shall be deemed

to exist or to bind either of the parties hereto. In addition, this Lease shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations between the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Lease are hereby ratified.

41. COUNTERPART EXECUTION:

This Lease, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Lease, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Lease, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Lease, and any amendments hereto, for all purposes.

42. AUTHORITY TO EXECUTE:

Each person executing this Lease represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Lease. Each party represents and warrants to the other that the execution and delivery of this Lease and the performance of such party's obligation hereunder have been duly authorized.

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[Signatures on following page]

ARTICLE XXXVIII – SIGNATURES

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

LESSEE’S NAME:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Rex Bohn
Chair, Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Analyst

- Attachment A – Description of Leased Property
- Attachment B – Security Protocol for LESSEE Courthouse Tower #2
- Attachment C – Courthouse Tower #2 Equipment

ATTACHMENT A

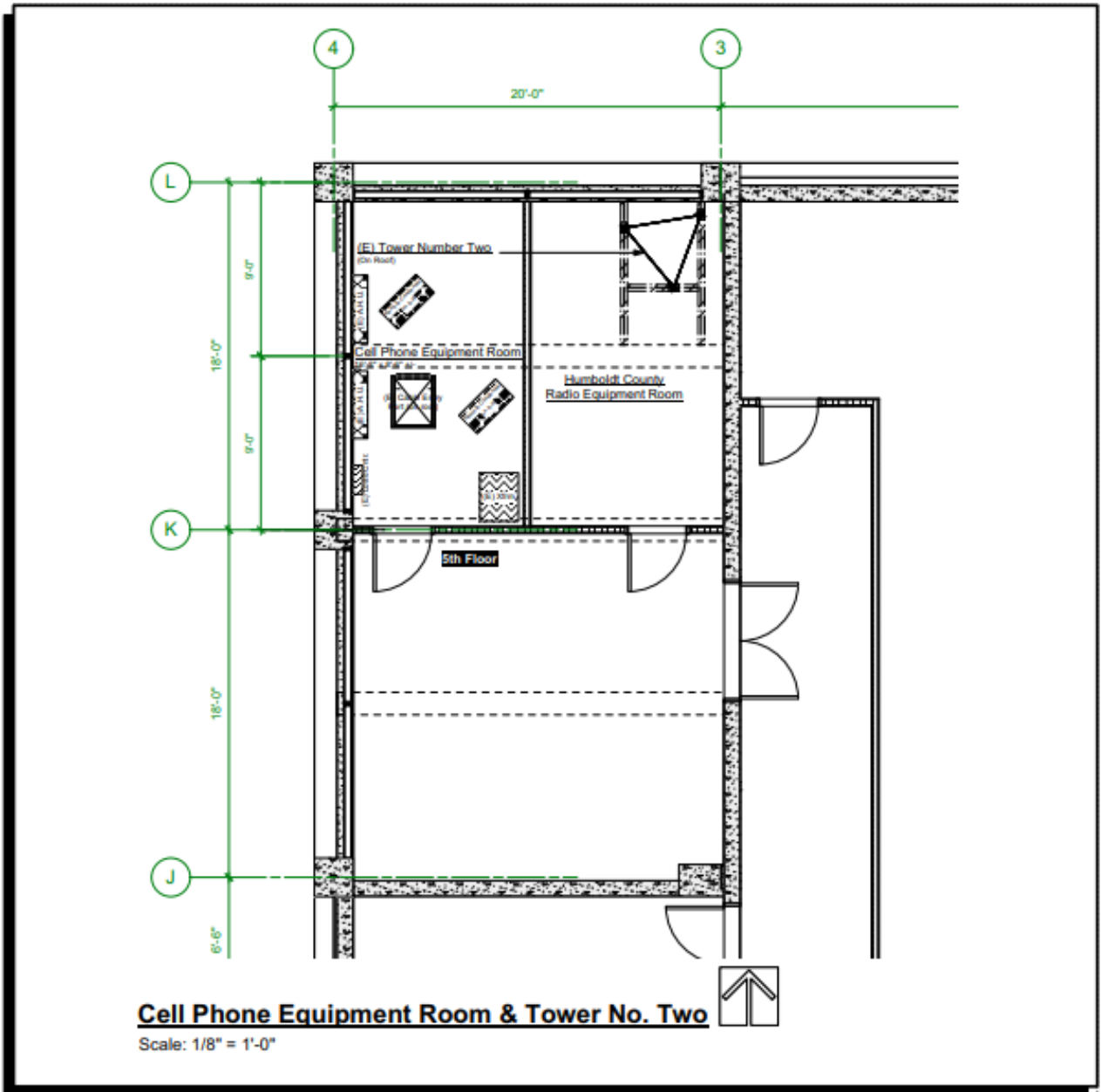
DESCRIPTION OF LEASED PROPERTY

Humboldt County Courthouse Tower



[View of site from 4th Street and I Street]

Attachment A



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|--|---|
| | Design Firm |
| | COUNTY OF HUMBOLDT DEPT. OF PUBLIC WORKS 1106 2ND ST. EUREKA, CA 95501 |

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|---|
| Sheet Title |
| <h2>Courthouse Communications Room and Tower Locations</h2> |

| |
|---|
| Project Title |
| Request for Proposals: Lease for Humboldt County Courthouse Tower and Communications Room & Femdale Fairgrounds Communications |
| Project ID |
| RFP No. DPW2024-003 |

| | | | |
|-------|----------|----------|-----|
| Drawn | EAW | Reviewed | EAW |
| Date | 7/1/2024 | | |
| Scale | As Noted | | |

| |
|-----------|
| Sheet No. |
| 1 |

ATTACHMENT B

SECURITY PROTOCOL FOR LESSEE COURTHOUSE TOWER #2

1. Lessee acknowledges that the Humboldt County Courthouse is a secure facility and will not, through acts or omissions of its employees, permit the security of the Courthouse to be compromised.
2. Lessee's employees will have the same access to the Courthouse given to other vendors and members of the public. This means that Lessee's employees will be able to enter the Courthouse during the hours of 6:45 a.m. through 5:15 p.m., Monday-Friday, holidays excluded, by passing through security screening.
3. Humboldt County acknowledges that Lessee's employees may have the need to bring into the Courthouse tools that might be considered dangerous. Lessee's employees' tools will be subject to inspection by uniformed security personnel but will be permitted to pass into the building upon production of identification that the tools are property of Lessee.
4. Humboldt County acknowledges that Lessee's equipment operates 24 hours per day, 7 days per week and, therefore, Lessee's employees may have cause to access the Courthouse before or after the hours set for security screening, on weekends or holidays. Lessee acknowledges that Humboldt County has an interest in protecting the security of the Courthouse at such times. Therefore, Humboldt County agrees to accommodate Lessee's access needs and Lessee agrees to reimburse County for expenses incurred in maintaining security, as follows:
 - a. In the event that Lessee's employees require access to the Courthouse outside the hours that security screening is in operation, Lessee's employees shall call Humboldt County Sheriffs Dispatch at (707) 445-7319.
 - b. Dispatch will notify the duty officer, who will respond to the Courthouse (4th Street door) or arrange for another officer to do so.
 - c. An officer will respond within one hour from the time Dispatch is contacted.
 - d. The officer will remain on site with Lessee's employees until Lessee's employees vacate the premises.
 - e. Lessee will reimburse the County for this response at the rate set forth under "Contracts for Deputy services" in the County's published fee schedule. (At the present time, this rate is \$75 per hour. It is subject to annual review and increase by the Board of Supervisors.) This rate will be charged for the actual time spent on site, but in no case less than two hours. Lessee will reimburse the County for these services as provided in Section 7 of the Lease.
 - f. Sheriffs staff will keep a record of all such requests for response by Lessee's employees and transmit such record to the County's Communications Division not less than monthly.
 - g. It shall be the responsibility of the Communications Division to ensure that Lessee has properly reimbursed the County for after-hours responses.

- h. The County acknowledges that Lessee's request for response will generally be in an emergency situation which may have a financial impact on Lessee's operations. Therefore, County agrees that in the event an officer fails to respond to Lessee's request within one hour of Lessee's contact to Dispatch, the reimbursement to County shall be reduced by one hour of the hourly rate otherwise owed for each 30 minutes the response is delayed.

ATTACHMENT C

COURTHOUSE TOWER #2 EQUIPMENT

The equipment that will remain is as follows: (i) conduit and conductors from Subpanel CU (located in the Elevator Equipment Room, approximately 110' south and on the 5th Floor) to a buck & boost transformer in the Cell Phone Equipment Room; (ii) 200A load center (with a 150A main breaker) on the west wall; (iii) three (3) 4-plex outlets below the backboard on the west wall; (iv) two (2) mini-split air handling units on the west wall, including conduit, conductors and disconnect switching; (v) doghouse (cable entry port); (vi) cable tray and supporting sleepers; (vii) two (2) mini-split condensing units; (viii) backboards on the west and north walls; and (ix) fluorescent lighting, conduits, conductors and light switch. This equipment is shown in the Attachment C on the Lease Agreement.

**REQUEST FOR PROPOSALS – RFP NO. DPW2024-003
LEASE FOR HUMBOLDT COUNTY COMMUNICATIONS AND TOWER**

**ATTACHMENT D – SAMPLE LEASE AGREEMENT HUMBOLDT COUNTY
FAIRGROUNDS**

**LEASE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND**

[NAME OF LESSEE]

**FOR
HUMBOLDT COUNTY FAIRGROUNDS**

This contract entered into this _____ day of _____, 2024, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and _____ [Name of Lessee] _____, a _____ [Name of State] _____ [type of business] _____, hereinafter referred to as “LESSEE,” is made upon the following considerations:

WHEREAS, COUNTY owns certain property known as the Humboldt County Fairgrounds, located at 1250 Fifth Street, Ferndale, California; and

WHEREAS, COUNTY and LESSEE desire to enter into a lease for the constructions, installation and operation of cellular communications at the Humboldt County Fairgrounds; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby mutually agree as follows:

1. PREMISES:

COUNTY is the owner of certain real property located at 1250 5th Street, Ferndale, California, most commonly known as the Humboldt County Fairgrounds. Space will be within the fairgrounds.

The Site is shown in Exhibit A and shall be referenced to as “premises.”

2. USE OF PREMISES:

A. Intended Use. Premises shall be used by LESSEE for installation, operation and maintenance of its antennae facilities for the transmission, reception and operation of a communications system and used incidental thereto. Installation of cabling or other equipment, which is necessary for function of LESSEE’s equipment on Site, may be installed subject to approval of COUNTY. LESSEE has inspected premises and agrees that premises are suitable for LESSEE’s intended use.

B. Unusable due to Destruction. In the event the leased premises is destroyed in whole or in part by fire or other casualty to the extent that they are substantially unusable, LESSEE reserves the right to forthwith terminate this Lease upon written notice within seven (7) days following the date of loss. In the event that the leased premises is destroyed in whole or in part by fire or other casualty, COUNTY shall have the option

to rebuild or to terminate this Lease. Such option shall be exercised by COUNTY by providing written notice to LESSEE within seven (7) days following the date of loss. COUNTY's option to rebuild shall not affect LESSEE's right to terminate this Lease as set forth herein.

- C. Unusable due to Illegality or Condemnation. If it becomes unlawful for LESSEE to conduct its intended operations on the premises, or if a portion of the premises thereto is condemned by a public authority to the extent that it becomes impossible to use the premises, or if any highway or street change is made diverting or re-routing traffic away from the premises to the extent that the premises becomes impossible to use, LESSEE shall have the right at any time thereafter to terminate this Lease by giving COUNTY seven (7) days advance written notice of such termination.
- D. Unusable for Intended Operations. If the premises becomes unusable from a practical standpoint for a period of ten (10) consecutive days or longer as a result of causes, including, without limitation, flood, strikes, riots, insurrection, or other similar or different causes, beyond the control of COUNTY and LESSEE, LESSEE may terminate this Lease upon seven (7) days written notice to COUNTY. The remedy set forth herein are in addition to, and do not in any manner limit, any other remedies available to LESSEE.

3. TERM OF LEASE:

- A. Initial Term. The initial term of this Lease shall be for a period of five (5) years commencing upon [REDACTED] ("Commencement Date") and terminating five (5) years from the commencement date.
- B. Option to Extend Lease Term. LESSEE has the option to extend this Lease, upon the same terms and conditions for one (1) five (5) year term. Each option may be exercised by LESSEE giving COUNTY written notice of its intent to extend the Lease at least ninety (90) days prior to the end of the initial term.
- C. Holding Over. Any holding over beyond the term of this Lease, which is subject to all terms and conditions set forth herein, shall be a month-to-month basis until terminated by either party upon thirty (30) days written notice prior to the end of any one (1) month period. During such holdover period LESSEE shall pay rent to COUNTY as set forth in Section F (RENT).

4. RENT:

LESSEE shall pay to COUNTY in the amount of [REDACTED] per month. Rent shall commence on the Commencement Date. Commencing on the Commencement Date. One each anniversary date of the Commencement Date during the initial term or option period, the rent shall be increased by five percent (5%). LESSEE shall be responsible for computing the annual increase and paying the increased rent without notice or demand by COUNTY. Should LESSEE exercise its option to extend the Lease, the rent shall continue to increase by five percent (5%) every year during the extended term.

Rent shall be paid in advance on the first day of each month, except in the event that COUNTY'S occupancy shall commence on a day other than the first day of the month, the rent for the first

partial month shall be prorated at one-thirtieth (1/30) of the rental rate for each calendar day the premises are ready for occupancy during such month. All rent not paid by the date due shall be considered delinquent and a late charge of twenty percent (20%) shall be imposed. Payment shall be made at the following address:

COUNTY: Humboldt County Department of Public Works
1106 Second Street
Eureka, California 95501

Should LESSEE hold over after expiration of this Lease, the monthly rent due from LESSEE to COUNTY shall immediately increase by one hundred percent (100%). In addition, the annual increase of five percent (5%) shall continue throughout the holdover period.

5. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Lease, if LESSEE fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this Lease without cause upon ninety (90) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Lease are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Lease shall be terminated. COUNTY shall provide LESSEE seven (7) days advance written notice of its intent to terminate this Lease due to insufficient funding.
- D. Termination due to Misrepresentation. COUNTY may immediately terminate this Lease, if LESSEE intentionally provides COUNTY with false or misleading information or misrepresents any material fact on its application or statement to or before COUNTY, or intentionally fails to make full disclosure on its financial statement or other documents.
- E. Surrender of Premises. Upon termination of this Lease, LESSEE shall surrender the premises to COUNTY in good condition and repair, except for normal wear and tear. LESSEE shall be under no obligation to repair or restore the whole or any portion of the premises which may be damaged by reason of fire, earthquake, the elements or other casualty.
- F. Termination by COUNTY. COUNTY reserves the right to terminate this Lease on thirty (30) days notice for any cause or reason provided by the Lease itself, or by law upon the happening of one or more of the following:
 - 1. Filing a petition of voluntary or involuntary bankruptcy with the respect to LESSEE.
 - 2. Making by LESSEE of any general assignment for the benefit of creditors.

3. Failure of LESSEE to pay promptly when due all rents, charges, fees, or other payments in accordance with this Lease.
 4. Failure of LESSEE to remedy any default, breach, or violation of any provision of this Leases with thirty (30) days notice from COUNTY.
- G. Termination by LESSEE. This Lease may be terminated by LESSEE on ninety (90) days written notice to COUNTY if, due to a change in Federal, State, or COUNTY laws and/or regulations, LESSEE is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Antennae Facilities or LESSEE's business. The current monthly rent, at the time notice of termination is given to COUNTY by LESSEE, shall immediately increase by one hundred percent (100%) and shall continue until the expiration of the ninety-day notice period or until LESSEE's removal of its equipment and surrender of premises pursuant to Section 33 (REMOVAL OF LESSEE'S EQUIPMENT AND SURRENDER OF PREMISES), whichever occurs later.
- H. Risk to Public Safety. In the event the Federal Communications Commission makes a determination which is final and non-appealable, or which is affirmed and becomes final after the exhaustion of all available appeals concluding that LESSEE's use as set forth in this Lease presents a material risk to public health or safety, either party may terminate this Lease upon thirty (30) days written notice to the other party.
6. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:
- A. Construction Requirements. LESSEE hereby covenants and warrants that the premises have been constructed, and any remodeling done, in accordance with any and all local, state and federal laws, regulations and standards, including, without limitation, the Americans with Disabilities Act.
 - B. Licensure, Certification and Accreditation Requirements. LESSEE hereby agrees to comply with any and all applicable licensure, certification and accreditation standards or criteria established by any local, state or federal governmental agency.
 - C. Life Safety and Fire Protection Requirements. LESSEE shall supply, install and maintain life safety and fire protection systems, including, without limitation, fire extinguishers, fire alarms and other fire protection and suppression devices, in compliance with any and all applicable local, state and federal building and fire codes.
 - D. Smoking Requirements. LESSEE hereby agrees to comply with any and all applicable provisions of Sections 971-1, *et seq.* of the Humboldt County Code, which prohibit smoking in any and all facilities owned, leased, licensed or otherwise controlled by COUNTY.

7. UTILITIES:

LESSEE shall solely and independently be responsible for all costs of providing utilities to the premises, including the separate metering, billing and payment of utility services consumed by LESSEE's operations. LESSEE shall make arrangements for utilities to the premise with the Humboldt County Fair Association.

8. LESSEE'S ACCESS TO PREMISES:

COUNTY shall provide LESSEE reasonable access to premises. LESSEE shall give COUNTY and the Humboldt County Fair Association reasonable notice as to when LESSEE will need access to premises. LESSEE shall comply with all COUNTY's and Humboldt County Fair Association's security measures in order to have access to premises. LESSEE agrees that only authorized engineers, employees, or properly authorized contractors of LESSEE, Federal Communications Commission inspectors, or persons under their direct supervision shall be permitted to enter premises. LESSEE further agrees to exercise firm control over the people requiring access to premises, and to ensure by prior notice and training to these people that they are entering an area that may contain radio frequency radiation.

9. EXCLUSIVITY/COUNTY'S ACCESS TO PREMISES:

COUNTY and Humboldt County Fair Association at all times shall have access to, and the right to inspect, premises.

10. STUDIES, PLANS AND SPECIFICATION PRIOR TO INSTALLATION OF EQUIPMENT:

Prior to installation of any equipment, LESSEE shall submit to COUNTY the following documents:

- A. An updated radio frequency study showing that LESSEE's proposed equipment and the existing facilities will remain within safe limits of radiation exposure as provided by Federal standard (ANSI or its successor).
- B. Certification by a structural engineer in the State of California indicating that LESSEE's proposed whip and/or microwave antennas can be safely accommodated without modification by the existing tower and roof assemblies.
- C. An updated interference study showing that added frequencies proposed by LESSEE will not degrade the performance of any existing radio systems.
- D. A detailed plan showing the method of installation of all equipment. The plan shall be approved by COUNTY prior to commencement of any installation.

11. INSTALLATION OF EQUIPMENT:

LESSEE agrees and warrants that installation of equipment on premises shall be done in accordance with all applicable laws and regulations. The coax shall be bundled and securely fastened to the inside of the tower legs to reduce wind loading. In the even a public entity other than COUNTY determines that premises fail to meet building safety requirements or other standards prescribed by laws and orders that correction or modifications be made, COUNTY shall have the right to terminate this Lease upon thirty (30) day notice to LESSEE if LESSEE elects not to make the required corrections or modifications.

12. EQUIPMENT REPLACEMENT/UPGRADE:

LESSEE may update or replace its equipment from time to time with the prior written approval of COUNTY. LESSEE shall submit to COUNTY a detailed proposal for any such replacement or upgraded equipment. Such proposal may require an updated radio frequency, structural study, and interference study in accordance with Section 10 – (STUDIES, PLANS AND SPECIFICATIONS PRIOR TO INSTALLATION OF EQUIPMENT). If such studies are required by COUNTY, LESSEE shall provide the studies to COUNTY within sixty (60) days of request by COUNTY. Such proposal may require an updated environmental (CEQA) review of the project and may require LESSEE to obtain building and/or land use permits. Should COUNTY approve LESSEE's request to update or replace its equipment, LESSEE must comply with all conditions of approval noted by COUNTY in its written notice of approval and LESSEE must comply with all governmental permits and environmental law (CEQA) requirements.

13. INTERFERENCE:

LESSEE and COUNTY agree that as of the Commencement Date of this Lease, COUNTY does not have equipment installed on the premises. However, COUNTY retains the right during the term of this Lease to install equipment on the leased premise or on the Humboldt County Fairgrounds property. COUNTY shall make reasonable efforts not to cause measurable interference with LESSEES's equipment or operations, but LESSEE acknowledges that COUNTY's communications equipment is primarily for County purpose, including but not limited to public health and safety. LESSEE acknowledges that COUNTY may deem it necessary to install equipment or to perform some other act that interferes with LESSEE's equipment or operations. In the event such interference is necessary as determined in COUNTY's sole discretion, either party may terminate this Lease on thirty (30) day notice. Subject to written approval by COUNTY, LESSEE may install equipment to shield and filter out interference caused by COUNTY or other tenants.

LESSEE agrees to have installed equipment of the type and frequency, which will not cause measurable interference to County Fair Association equipment existing as of the Commencement Date of this Lease. In the event LESSEE's equipment causes such interference, and after COUNTY has notified LESSEE of such interference, LESSEE shall take all necessary to correct and eliminate the interference. COUNTY agrees that any other tenants of the Site who currently have or in the future take possession of the Site will be permitted to install only such equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of LESSEE. The parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

Nothing in this Lease shall preclude COUNTY from leasing other space for communications equipment to any person or entity which may be in competition with LESSEE, or any other party.

14. INTERRUPTIONS:

COUNTY and LESSEE agree that COUNTY shall have not responsibility or liability whatsoever for interruptions, disruptions, or failures in LESSEE's equipment or operation of LESSEE's equipment, including but not limited to equipment failures, utility failures, structural failures, or

otherwise. COUNTY shall not give any unauthorized access to LESSEE's equipment; however, COUNTY shall not be responsible to LESSEE for any unauthorized access.

15. PREMISES AND EQUIPMENT MAINTENANCE:

LESSEE shall maintain premises and all facilities, improvements and equipment located thereon in a good state of repair and in compliance with rules and regulations enforceable by the Federal Communications Commission, the Federal Aviation Administration, and other governmental authorities. LESSEE shall make all necessary repairs and shall bear, assume, pay and discharge all expenses and obligations incurred by it in connection with said maintenance and repairs.

16. ACCEPTANCE OF PREMISES IN "AS IN" CONDITION:

LESSEE agrees to accept premises in an "as is" condition. LESSEE acknowledges that it has inspected premises as thoroughly as LESSEE desires. LESSEE agrees that COUNTY has made no warranties or representations of any kind respecting the condition of premises or the condition of any improvements or utilities located thereon, including but not limited to structural condition or ability to support equipment, except that COUNTY hereby represents that, to the best of COUNTY's knowledge and belief, there are no known violations of law with respect to premises.

By taking possession of premises, LESSEE accepts premises in the condition existing as of the Commencement Date and COUNTY shall not be liable for any latent or patent defect in premises.

17. RADIO FREQUENCY ENERGY SAFE EXPOSURE LIMITS:

COUNTY and LESSEE mutually acknowledge and agree that the level of ambient radio frequency (RF) energy on the Site must not be permitted to exceed those limits allowed by the Federal Communications Commission as being safe for human exposure. COUNTY agrees not to admit additional users to the Site without first evaluating their likely contribution to ambient RF energy, and whether the predicted increase in levels resulting from their operations would exceed maximum permissible limits. If COUNTY determines that existing users must reduce radiated power to bring the Site into compliance, then LESSEE agrees to share in the burden of overall reductions which requires all existing users to participate in proportion to their existing power outputs. COUNTY and LESSEE further agree to cooperate in the temporary reduction or elimination of RF energy during those times when workers must ascend any of the communication towers on the Site. If any governmental agency, court or other governmental authority requires an on-site RF study, LESSEE agrees to pay its percentage share of the cost based upon its percentage share of power output at the time the study was conducted.

18. INDEMNIFICATION:

- A. Indemnity. LESSEE will be required to hold harmless, defend and indemnify the COUNTY, and its agents, officers, officials, employees and volunteers, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY or its agents, officers, officials, employees or volunteers.

- B. Effect of Insurance. Acceptance of the insurance required by this Lease shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether any insurance is applicable or not.

43. INSURANCE REQUIREMENTS:

This Lease shall not be executed by COUNTY, and LESSEE is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or designee thereof.

19. INSURANCE REQUIREMENTS:

This Lease shall not be executed by COUNTY, and LESSEE is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or designee thereof.

- A. General Insurance Requirements. Without limiting either party's indemnification obligations set forth herein, each party shall take out and maintain, throughout the entire term of this Lease, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of the covered party or its agents, officers, directors, employees, licensees, invitees or assignees:
- i. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 - ii. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 - iii. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against the other party and its agents, officers, officials, employees and volunteers.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
- i. The comprehensive and/or commercial general liability policy shall provide that the other party, and its agents, officers, officials, employees and volunteers, are

covered as additional insured for liability arising out of the operations performed by, or on behalf of, of the covered party. The coverage shall contain no special limitations on the scope of protection afforded to the other party or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

1. Includes contractual liability.
 2. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 3. Is the primary insurance with regard to the other party.
 4. Does not contain a pro-rata, excess only and/or escape clause.
 5. Contains a cross liability, severability of interest or separation of insureds clause.
- ii. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to the other party in accordance with the notice requirements set forth herein. It is further understood that the covered party shall not terminate such coverage until the other party receives adequate proof that equal or better insurance has been secured.
 - iii. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 - iv. For claims related to this Lease, the covered party's insurance is the primary coverage to the other party, and any insurance or self-insurance programs maintained by the other party are excess to the covered party's insurance and will not be used to contribute therewith.
 - v. Any failure of the covered party to comply with the terms and conditions of this Lease shall not affect the coverage provided to the other party or its agents, officers, officials, employees and volunteers.
 - vi. Each party shall furnish the other party with certificates and original endorsements effecting the required coverage prior to execution of this Lease. The endorsements shall be on forms approved by each party. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, the other party. Either party may terminate this Lease, if the other party fails to keep all insurance policies required pursuant to the terms and conditions of this Lease in effect.
 - vii. Each party is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and the covered party shall

be required to purchase additional coverage to meet the above-referenced aggregate limits.

- C. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

LESSEE: _____

20. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Lease, LESSEE certifies that it is not a Nuclear Weapons Contractor, in that LESSEE is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. LESSEE agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Lease if it determines that the foregoing certification is false or if LESSEE subsequently becomes a Nuclear Weapons Contractor.

21. REMEDIES ON DEFAULT:

COUNTY may, at any time after LESSEE is in default, terminate this Lease as set forth herein or cure the default at the expense of LESSEE. If COUNTY at any time, by reason of LESSEE's default, pays any sum, or does any act that requires the payment of any sum, the sum paid by COUNTY shall be due from LESSEE to COUNTY within five (5) days of receiving written notice of such sum, and if paid at a later date shall bear interest at the maximum rate COUNTY is permitted by law to charge from the date the sum is paid by COUNTY until COUNTY is reimbursed by LESSEE. The remedies set forth herein are in addition to, and do not in any manner limit, any other applicable legal remedies available to COUNTY.

22. ENVIRONMENTAL LAWS:

COUNTY represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. LESSEE shall not introduce or use any such substance on the Site in violation of any applicable law. LESSEE shall be responsible for and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, of all spills or other releases of Hazardous Substance, caused by or contributed to by LESSEE, which have occurred, or which may occur on the Site.

In addition, if COUNTY has objective, substantive facts that would lead a reasonable person to believe that LESSEE's actions have contaminated the Site, COUNTY shall require LESSEE, at LESSEE's sole cost and expense, to conduct a Phase I Environmental Survey of the Site by a competent and experienced environmental engineer or engineering firm. LESSEE shall provide a

copy of such Survey to COUNTY in order to confirm LESSEE's compliance with this Section. LESSEE shall comply with any clean-up, remediation, or other actions required by the Phase I Environmental Survey at LESSEE's sole cost and expense.

COUNTY shall be responsible for and shall promptly conduct any investigations and remediations as required by any applicable environmental laws, of all spills or other releases of Hazardous Substance, not caused by or contributed to by LESSEE, which have occurred, or which may occur on the Site.

This Section shall survive the termination or expiration of the Lease.

23. SUBLEASE:

LESSEE shall not sublease premises.

24. REMEDY FOR BREACH:

In the event of any breach of this Lease by either party, each party hereto shall have all rights and remedies provided by law.

25. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Lease shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Each party may at any time change its address for notice by giving written notice of such change to the other party in the manner provided in this section.

LESSEE: _____

COUNTY: County of Humboldt
Dept. of Public Works
ATTN: Real Property
1106 Second Street
Eureka, California 95501

26. ASSIGNMENT:

Except as provided in this Section, LESSEE shall neither assign its rights nor delegate or otherwise transfer its obligations under this Lease to any other person or entity without the prior written consent of COUNTY. Any such assignment without the consent of COUNTY shall be void and the attempted assignment shall constitute a material breach of this Lease.

For purpose of this Section, "assignment" shall include, but not be limited to: (A) a sale, exchange or other transfer of substantially all of LESSEE's assets to a third party, (B) a sale, exchange or other transfer of thirty percent (30%) or more of the outstanding common stock of LESSEE; (C) any reorganization, consolidation, merger recapitalization, stock issuance or

reissuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which LESSEE or any of its shareholders is a party which results in a change of ownership or control of thirty percent (30%) or more of the value or voting rights in the stock of LESSEE; and (D) any combination of the foregoing, whether or not in related or contemporaneous transactions, which has the effect of any such transfer or change of ownership. If LESSEE is not a corporation, an assignment shall also include, among other things, any transfer or reorganization that has an effect similar to the situations described in the foregoing sentence for corporations. For purposes of this Sections, the term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in interest pursuant to the assignment. If LESSEE is a subsidiary of another corporation or business entity, any "assignment," as defined above, by the parent company or corporation shall be considered an assignment by LESSEE.

If LESSEE requests COUNTY's consideration of consent to an assignment, COUNTY may deny or approve such request in tis complete discretions. No request by LESSEE for consent to an assignment need to be considered by COUNTY unless and until LESSEE has bet the following requirements:

- A. LESSEE shall pay COUNTY its reasonable expenses for attorneys' fees (including reasonable value of services rendered by County Counsel) and investigation costs to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition of approving any such assignment;
- B. LESSEE shall furnish COUNTY audited financial statements of the proposed assignee's operations for the immediately preceding five (5) operating years;
- C. LESSEE shall furnish COUNTY satisfactory proof that proposed assignee meets minimum standards it would have been required to meet as a responsible bidder when this Lease was originally put out to bid.

Under no circumstances shall COUNTY be required to consider any proposed assignment if LESS is in default at any time during the period of consideration.

If COUNTY consents to an assignment, at the point of transition LESSEE shall cooperate with COUNTY and assignee to assist in an orderly transition.

27. AMENDMENT:

This Lease may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or modification of, the terms of this Lease shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

28. RELATIONSHIP OF PARTIES:

It is understood that this Lease is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Each party hereto shall be responsible for the acts and omissions of its agents, officers, officials, directors, employees, licensees, invitees, assignees and subcontractors.

29. ATTORNEY'S FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

30. WAIVER OF BREACH:

The waiver by either party of any breach of this Lease shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Lease.

31. BINDING EFFECT:

All provisions of this Lease shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, successors and permitted assigns.

32. JURISDICTION AND VENUE:

This Lease shall be construed under the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

33. REMOVAL OF LESSEE'S EQUIPMENT AND SURRENDER OF PREMISES:

LESSEE's equipment is agreed to be LESSEE'S personal property, and LESSEE shall at all times be authorized to create security interests in said property specifically itemized, and to remove said property from premises free from any lien of COUNTY. Upon the expiration or earlier termination of this Lease, LESSEE (A) shall remove LESSEE'S equipment in a good, efficient, and workmanlike manner, and in compliance with all applicable legal requirements, (B) shall repair any damage to Tower or the Site caused by such removal, (C) shall not interrupt or interfere with the operation of COUNTY'S equipment, COUNTY'S communications system, or the equipment or communications systems of other users of the Site, and (D) shall surrender premises in good condition, ordinary wear and tear excepted.

In the event LESSEE fails to remove any of LESSEE'S equipment from the Site within thirty (30) days following the expiration or earlier termination of this Lease, LESSEE shall be deemed to have abandoned LESSEE'S equipment, and COUNTY shall be free to remove and dispose of LESSEE'S equipment in any manner within county's sole and absolute discretion, and without any liability to LESSEE therefor. If LESSEE is deemed to have abandoned LESSEE'S equipment to COUNTY, pursuant to the preceding sentence, LESSEE shall reimburse COUNTY within five (5) days following COUNTY'S demand for all costs incurred by COUNTY in removing and disposing of LESSEE'S equipment, said obligation to survive the termination of this Lease. Notwithstanding the foregoing, LESSEE shall not have the right to,

and may not, remove any structural enhancements to premises.

34. INTERPRETATION:

This Lease, as well as its individual provisions, shall be deemed to have been prepared equally by both parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, paragraphs and clauses set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Lease.

36. SEVERABILITY:

If any provision contained herein is declared by a court of competent jurisdiction to be void or unenforceable as written, the parties intend and desire that such provision be enforced and enforceable to the fullest extent permitted by law and that the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the balance of this Lease.

37. PROVISIONS REQUIRED BY LAW:

This Lease is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Lease. This Lease shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

38. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Lease, the parties agree to comply with the amended provision as of the effective date of such amendment.

39. SURVIVAL OF PROVISIONS:

Portions of this Lease are intended to survive any expiration or termination of this Lease. Accordingly, all provisions hereof which contemplated performance after any such event shall so survive, as shall all indemnity and restoration obligations, and the right to exercise remedies for default.

40. ENTIRE AGREEMENT:

This Lease contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist or to bind either of the parties hereto. In addition, this Lease shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations between the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Lease are hereby ratified.

41. COUNTERPART EXECUTION:

This Lease, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Lease, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Lease, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Lease, and any amendments hereto, for all purposes.

42. AUTHORITY TO EXECUTE:

Each person executing this Lease represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Lease. Each party represents and warrants to the other that the execution and delivery of this Lease and the performance of such party's obligation hereunder have been duly authorized.

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[Signatures on following page]

ARTICLE XXXVIII – SIGNATURES

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

LESSEE'S NAME:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Rex Bohn
Chair, Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

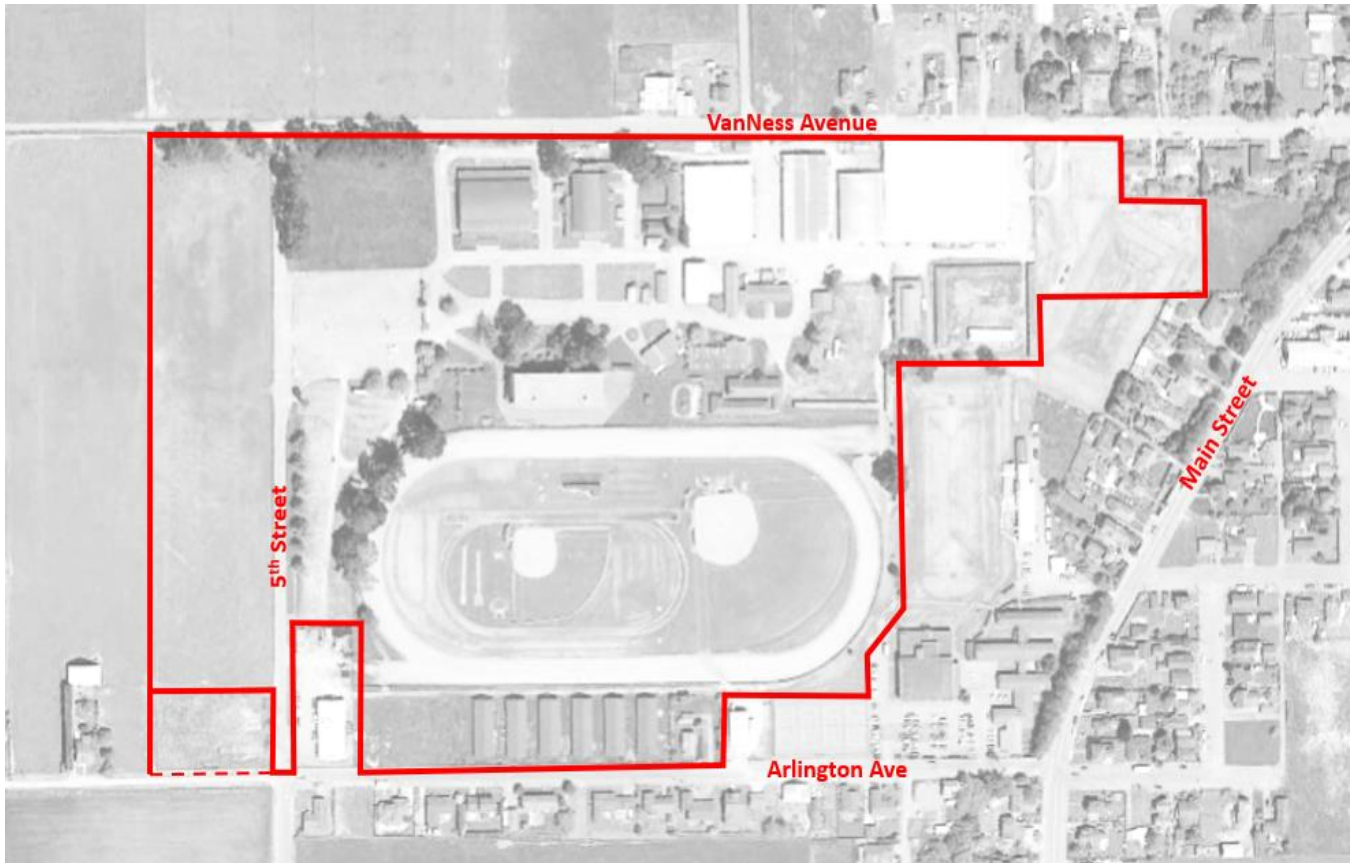
By: _____

Date: _____

Risk Analyst

ATTACHMENT A DESCRIPTION OF LEASED PROPERTY

Aerial Image



Vicinity Map

