

TELECOMMUNICATIONS VAULT LEASE

| |
|---|
| Location of Leased Premises: Shelter Cove Humboldt County |
| Agency: California Highway Patrol SPI Number: 1220 |

Lease No.: L-2987**Lessee: County of Humboldt**

This Lease Agreement, hereinafter referred to as "Lease", dated for reference purposes only, October 4, 2022, by and between the State of California at the direction and with the consent of the **California Highway Patrol (CHP)**, acting by and through the Director of the Department of General Services (DGS), hereinafter collectively referred to as "State", and **County of Humboldt**, a municipal corporation, hereinafter referred to as "Lessee". State and Lessee may also be referred to as "Party" or "Parties".

RECITALS

WHEREAS, pursuant to Section 14670.12 the director of DGS may let any real property owned by the state not exceeding five acres for a period not to exceed 25 years, to governmental entities to further the state's mission for providing emergency services; and

WHEREAS, the CHP has under its jurisdiction certain real property located at Shelter Cove, in the County of Humboldt, State of California, commonly referred to as Shelter Cove; and

WHEREAS, Lessee desires to Lease a portion the vault described herein from State for telecommunications purposes; and

WHEREAS, it is in the best interests of State that such a lease be consummated between State and Lessee on the terms and conditions herein contained;

NOW THEREFORE, the parties agree to the provisions of the Lease set forth herein as follows:

| | |
|------------|-----------------------------|
| Section 1: | Site Specific Provisions |
| Section 2: | Telecom Specific Provisions |
| Section 3: | Standard Provisions |

SECTION 1 – SITE SPECIFIC PROVISIONS

WITNESSETH:

PROPERTY DESCRIPTION

1. State does hereby Lease to Lessee, and Lessee hereby hires from State, upon the terms, agreements, and conditions hereinafter set forth, those certain premises situated within the Shelter Cove Telecommunications site, County of Humboldt, State of California, as outlined in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as "Premises" and more particularly described as follows:

Lessee's Facilities: Two (2) full racks, spaces 5 and 7; One third (1/3) rack, top of space 8 in the CHP owned vault; Two (2) Transmit Ports on CHP's transmit combiner #1; and Two (2) Receive Port Assignments on CHP's receive multicoupler system, along with associated cables and wires as described in Lessee's "Radio Vault Space Application" (State Form TD-311) dated July 29, 2022; and approved by CalOES October 5, 2022, attached hereto as Exhibit B.

The County of Humboldt shall install antennas on the US Coast Guard tower and enter into a separate agreement directly with the US Coast Guard.

USE

2. (a) The Premises shall be used during the term hereof solely and only for the purpose of constructing, installing, operating and maintaining telecommunications equipment and any other related equipment, improvements and appurtenances, in accordance with terms and conditions of this Lease, and for no other reason whatsoever.

TERM

3. (a) The term of this Lease will coincide with the term with the US Coast Guard agreement, commencing November 1, 2022 and ending October 31, 2029 with such rights of termination as may be expressly set forth.

EARLY TERMINATION

4. State and Lessee agree that either party may terminate this Lease at any time during the term hereof by giving written notice to the other party one hundred eighty 180 days prior to the date when such termination shall become effective. If Lessee fails to complete its move out within the notice period and remains on the Premises, additional rent shall be paid and prorated based on a 30 day month, and on the actual number of days Lessee occupies the Premises following the effective date of termination.

State reserves the right to terminate the Lease immediately if safety and security are at risk and mutual resolution cannot be agreed upon.

Notice of termination must be given in accordance with the "Notices" provisions of this Lease.

RENT PAYMENTS

5. (a) State has determined Fair Market Value for vault space pursuant to the State's Lease Rate Guidelines FY 22/23. Lessee qualifies for a fifty percent (50%) cooperator discount as an emergency responder. Lessee shall make base rental payments for the Premises, monthly in advance, to State within ten days of the first of each month as identified in the rent schedule below, rounded to the nearest dollar:

SECTION 1 – SITE SPECIFIC PROVISIONS

RENT PAYMENTS (CONT)

| Start Date | End Date | Payment/mo |
|---------------------|------------|------------|
| Initial Term | | |
| 11/1/2022 | 10/31/2023 | \$727.00 |
| 11/1/2023 | 10/31/2024 | \$749.00 |
| 11/1/2024 | 10/31/2025 | \$771.00 |
| 11/1/2025 | 10/31/2026 | \$794.00 |
| 11/1/2026 | 10/31/2027 | \$818.00 |
| 11/1/2027 | 10/31/2028 | \$843.00 |
| 11/1/2028 | 10/31/2029 | \$868.00 |

Rent Payments shall be made payable to:

California Highway Patrol
Accounts Receivables (L-2987)
P. O. Box 942898
Sacramento, CA 94298-0001

Lessee acknowledges that rent and past due rent shall be due and payable to State whether or not an actual invoice is sent by State or received by Lessee.

UTILITIES

6. State makes no guarantee as to the reliability of the electrical services. State shall supply and Lessee shall receive commercial power service, as well as emergency standby power service from State’s generator in said vault during any interruptions to the regular electric service. State shall not, however, undertake to supply said emergency standby service except when the same shall be required for State’s use at the facility.

State shall have the right to periodically review Lessee’s usage of power. If usage is determined to be excessive, Lessee and State agree to either revisit rent schedule to mitigate for such usage, or address issue through installation of an additional panel at Lessee cost.

State makes no guarantees as to continued reliability of generator’s standby power service. State shall not be liable to Lessee or third parties for failure to provide electricity due to rolling blackouts or other causes beyond State’s control. Lessee shall comply with energy conservation measures, Governor’s Executive Orders, other orders required by law, or reasonably required by State as the result of a crisis of any kind.

NOTICES

7. (a) All notices or other communications required or permitted hereunder shall be in writing, with Lease Number **L-2987** referenced, and sent by overnight courier, registered mail, certified mail or postage prepaid mail to the addresses set forth below. All such notices shall be deemed received on the date of delivery receipt or rejection to the address of the person to receive such notice if received Monday through Friday during business hours, so long as such day is not a State or Federal holiday or Saturday or Sunday then such notice shall be effective on the following business day.

SECTION 1 – SITE SPECIFIC PROVISIONS

NOTICES (CONT)

State

Department of General Services
Real Estate Services Division
Lease Management, L-2987
707 3rd Street, 5th Floor
West Sacramento, CA 95605
Office: (916) 375-4171
Email: Leasemanagement@dgs.ca.gov

With Copies to: **California Highway Patrol**
Telecommunications Section – Leasing
601 N. 7th Street - Building C
Sacramento, CA 95811-0208
Phone: (916) 843-4200
Email: chptelecomleasing@chp.ca.gov

To LESSEE: **County of Humboldt**
Attn: Public Works
1106 Second Street
Eureka, CA 95501
Telephone: (707) 268-2667

(b) Notice of a change of address or a change of telephone number shall be given by written notice in the manner described in this Section. Lessee is obligated to notice all State of California offices listed below and the failure to provide notice to all such offices will be deemed to constitute a lack of notice.

IMPROVEMENTS AND MODIFICATIONS

8. Lessee at its sole cost and expense may, subject to the fees assessed Lessee for changes as stated in Section 2, Paragraph 4, "Lease Modification Fees" hereof, from time to time during its tenancy of the Premises:

(a) Connect wires and equipment to lines adjoining the Premises. All work done by Lessee on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances, and regulations, and shall in no way impair visibility from any other improvement or installation of State or anyone claiming under it and provided further that the Premises shall be kept free from any and all liens and charges on account of labor or materials used in or contributing to any work thereon.

(b) Furnish, install and use in, upon, and under, and remove from the Premises such wires, equipment and other property of whatsoever kind and nature as Lessee deems necessary consistent with the purpose of this Lease as set forth in the "Use" Section hereof.

(c) In making any excavation and/or installation of equipment on the Premises and/or easement areas, Lessee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation and/or construction, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable.

SECTION 1 – SITE SPECIFIC PROVISIONS

IMPROVEMENTS AND MODIFICATIONS (CONT)

(d) Improve the Premises in a manner consistent with the purposes of this Lease as set forth in "Use" Section hereof, including but not limited to the installation, operation, maintenance, or removal of said communication equipment, provided that any such improvement or equipment shall be constructed or installed in such manner as not to impair visibility from any other improvement located on or near the Premises under control of State or anyone claiming under it, and provided further that plans for the construction or enlargement of any improvement will be submitted to State in advance of such construction or enlargement, and will be subject to written approval by State.

State will not unreasonably withhold such approval. Such approval by State will not constitute approval of any communication equipment installed or to be installed by Lessee, and will not relieve Lessee of the obligation of complying with any and all terms and conditions of this Lease; Lessee shall notify State thirty (30) days prior to the actual construction.

HOLDING OVER & LEASE RENEWAL

9. With the exception of the lease extension option periods described in "Term" Clause of this Lease, any holding over by Lessee after expiration or termination of this lease shall not be considered as a renewal or extension of this Lease.

The occupancy of the Premises after the expiration or termination of this Lease shall constitute a month to month tenancy, and all other terms and conditions of this Lease shall continue in full force and effect; provided, however, that said holdover tenancy shall be subject, at the State's sole discretion, to a rent increase of three percent (3%) of the ending rent, payable monthly in advance.

State offers and Lessee accepts no assurance that the Premises or any other comparable space or facilities at the site described herein will be made available to Lessee beyond the term stated above or as said term is reduced as provided herein.

CLEAR TITLE

10. At the termination of this Lease or in the event of a breach of the terms of this Lease by Lessee resulting in the early termination of this Lease, Lessee shall execute and deliver to State within thirty (30) days a Quitclaim Deed to any rights or claims arising hereunder.

End of Section 1

SECTION 2 – TELECOM SPECIFIC PROVISIONS

1. ROAD ACCESS AND FEES.

Lessee shall have the non-exclusive right of ingress and egress from the terminus of the access road to the above described Premises, provided that Lessee presents State with prior notice of access at least 24 hours in advance. Notwithstanding the foregoing, in the event of an emergency, Lessee shall not be required to provide prior notice to State; otherwise, Lessee shall provide notice to State of such access within three (3) business days.

Should Lessee's aforementioned access be unavailable for any reason, State agrees to work diligently with Lessee to provide pedestrian and vehicular ingress, egress, and access to and from the Premises.

Only Lessee, its properly qualified and authorized agents, employees, contractors and servants, shall have the right of ingress to and egress from said Premises. If Lessee's communications equipment is operated or maintained by anyone other than its regular employees or authorized agents, the admission of such persons to said site shall be permitted only upon the express consent of State having first been obtained.

2. CHANGE IN EQUIPMENT.

Lessee shall submit a new TD-311 Radio Vault Space Application at the time of any additional equipment installation or modification of equipment as outlined in Section 1, Item 12, Improvements & Modifications; Section 2, Item 3, Technical Analysis Fees, and Section 2, Item 4, Lease Modification Fees. Said "TD-311 Application" is available upon request.

Lessee shall not cause or permit any change of any equipment installed by Lessee in the Premises, including power outputs or changes in the use of the frequencies described in the equipment application, except upon making a written request to State for each such transaction

and then to obtain State's prior written consent. Such consent is subject to fees described in Section 2, Item 3, Technical Analysis Fees, and Section 2, Item 4, Lease Modification Fees.

3. TECHNICAL ANALYSIS FEES.

Any change in Lessee's approved communication equipment requires technical approval from California Office of Emergency Services (CalOES), Public Safety Communications (PSC) consistent with the "Elimination of Interference" Paragraph 5 of this Section 2. To initiate approval for a change or modification of equipment, Lessee must first contact CHP to obtain a current TD-311 application form. Lessee must comply with the terms of the TD-311 including payment of all fees described in the application (technical analysis and administrative fees).

4. LEASE MODIFICATION FEES.

An administration fee may be assessed for any action originated by Lessee requiring lease administration staff work by State, such as but not limited to, name changes, assignments of Lease or changes in equipment which result in an amendment to, or assignment of this Lease. To initiate such services, Lessee must submit a written request to State. The administration fee will be assessed at the prevailing rate in effect at the time the request is received. Lessee will be required to remit the administration fee to State's address listed in the "Notices" Section of this Lease or otherwise directed in writing.

5. ELECTRONIC EQUIPMENT STANDARDS.

With regard to specific site standards and any other statues pertaining to the use of electronic equipment: LESSEE agrees to install, maintain, and operate its electronic equipment in accordance with all such requirements. If Lessee was in occupation under a previous Lease, Lessee shall have one hundred and eighty (180) days from the

SECTION 2 – TELECOM SPECIFIC PROVISIONS

commencement of this Lease to conform to any new site standards. Lessee shall display on each piece of equipment the emergency contact information.

Lessee shall not be responsible in any manner for the maintenance and repair of the State's equipment or its political subdivisions located on the Premises. The State shall be solely responsible for the installation, operation, maintenance, and removal of all of the State's equipment located on the Premises.

6. ELIMINATION OF INTERFERENCE.

(a) In the event Lessee's installation, or operation, in any way hinders, obstructs, or interferes with the radio or electronic equipment of the State, or any pre-existing tenant at the State's facility, Lessee shall, at its sole cost and expense, immediately cease the interfering installation or operation, except for intermittent testing coordinated with the State. In the event of Lessee's inability or refusal to immediately cease such interference, State may at its option, immediately terminate this Lease and evict Lessee.

(b) Any interference and compatibility testing required hereunder for radio interference with other equipment at State's facility, by such equipment installed, or by changes to said equipment, shall be made at the sole cost of Lessee by a qualified technical person representing Lessee and a representative designated by State. If the test is satisfactory to both the technical person and State representative, a certification of such test signed by both the technical person and State representative will be forwarded to State at locations indicated in "Notices" Paragraph hereof. All reasonable and documented costs incurred by State to conduct compatibility testing will be reimbursed to State by Lessee within thirty (30) days of receipt of a bill from State.

Should payment not be received, State may at its option, immediately terminate this Lease and evict Lessee.

(c) Any interference with State's electronic equipment during an emergency incident will require immediate cessation of operation, transmission or further use of Lessee's equipment. Failure to do so immediately after being notified of such interference could be grounds for immediate termination of Lease and eviction of Lessee.

7. WORKMANSHIP STANDARDS.

The installation and maintenance of the electronic equipment of Lessee shall be performed in a neat and workmanlike manner and shall conform in all respects to the fire, safety and construction standards deemed applicable to such installation by State, and be satisfactory to State.

8. DISPOSITION OF LESSEE'S PERSONAL PROPERTY.

(a) During the term of this Lease, all wires, equipment, and other personal property placed in, upon, or under the Premises by Lessee shall remain the property of Lessee and shall be removed by Lessee, at its sole cost and expense within sixty (60) days after expiration or earlier termination of Lessee's tenancy.

(b) Should Lessee fail to remove said equipment and personal property within sixty (60) days after expiration or termination of the Lease, State may do so at the risk of Lessee. Upon written demand by State, Lessee shall immediately pay all costs and expenses of the removal of Lessee's personal property and equipment.

(c) Lessee may, however, with written consent of State, abandon in place any and all of Lessee's equipment and personal property, whereupon, as abandoned, title to said improvements will vest in State.

SECTION 2 – TELECOM SPECIFIC PROVISIONS

9. LESSEE GUARANTEES.

Lessee hereby guarantees any and all work or services performed by Lessee or Lessee's properly qualified or authorized agents, employees, contractors and servants, in order to accomplish the installation and/or maintenance of their communications equipment at State's facilities. Should the interruption or failure

of State's existing computer or building support systems occur due to, or in any way be connected with Lessee's installation and/or maintenance of Lessee's equipment, all costs to repair or replace State's existing systems will be the sole responsibility of Lessee and payable upon demand.

End of Section 2

SECTION 3 – STANDARD PROVISIONS

1. PERMITS AND APPROVALS.

The parties agree that Lessee's ability to use the Lease Area is dependent upon Lessee obtaining all of the certificates, permits, licenses, and other approvals that may be required from any third party. State will cooperate with Lessee at no expense to State, in Lessee's effort to obtain such approvals in connection with said permits, licenses or other approvals.

In the event that (i) any of such applications for such certificates, permits, licenses, and other approvals should be finally rejected; (ii) any certificates, permits, licenses, and other approvals issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) Lessee determines that such certificates, permits licenses, and other approvals may not be obtained in a timely manner, Lessee shall have the right to terminate this Lease. Notice of Lessee's exercise of its right to terminate shall be given to State, in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Lessee. All rentals paid to said termination date shall be retained by State. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, Lessee shall have no further obligations for the payment of rent to State.

2. DEFAULT.

Lessee shall make all payments to the State without deduction (except for offsets explicitly allowed hereunder), default or delay. In the event of the failure of Lessee to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of Lessee or State to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from the non-defaulting party to the defaulting party of such default, this Lease may, at the non-

defaulting party's sole discretion, be terminated.

Notwithstanding the foregoing, if a non-monetary default may not be reasonably cured within such thirty (30) day period and the defaulting party commences to cure such default within the thirty (30) day period, the time to cure may be extended through a writing signed by both parties, to a time frame and deadline mutually agreeable to the parties. So long as the defaulting party diligently prosecutes the cure to completion under the mutually agreed upon extended deadline, then this Lease may not be terminated under this Clause. However, if the defaulting party operates with unreasonable delay in curing the default or otherwise does not cure within the mutually agreed upon time frame, the non-defaulting party may terminate immediately.

In the event of termination of this Lease due to a Lessee default, it shall be lawful for State to reenter into and upon the Lease Area and every part thereof and to remove and store at Lessee 's expense all property there from and to repossess and occupy the Lease Area. In the event State terminates this Lease pursuant to this Clause, State shall not be required to pay Lessee any sum or sums whatsoever.

3. COMPLIANCE WITH LAWS.

Lessee shall at its sole cost and expense comply with all the applicable statutes, laws, ordinances and regulations of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

4. FAILURE TO PERFORM.

In the event of the failure, neglect, or refusal of Lessee to do, or perform work, or any part thereof, or any act or thing in this Lease provided to be done and performed by Lessee, State will, at its option, have the right to do and perform the same, and Lessee

SECTION 3 – STANDARD PROVISIONS

hereby covenants and agrees to pay State the cost thereof on demand.

5. ASSIGNMENT, SUBLET, CHANGE IN USE.

This Agreement may be sold, assigned or transferred by Lessee without any approval or consent of State to Lessee's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization.

As to other parties, this Lease may not be sold, assigned or transferred without the written consent of State, which consent will not be unreasonably withheld or delayed. Lessee may sublet space on its communications tower located on the Premises and space for wires, cables, conduits and pipes to service space on the communications tower, within its sole discretion, upon notice to State.

Each such subtenant shall be required to lease ground space from State for installation, operation and maintenance of such subtenant's radio equipment. Any sublease that is entered into by Lessee shall be subject to the provisions of this Lease and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

6. RIGHTS RESERVED BY STATE.

(a) State reserves the right to use the real property involved (not including real property installed, erected or constructed by Lessee) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to grant easements over, across, upon and under said real

property, and the continuous right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to Lessee.

(b) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect said facility.

(c) No priority or other rights will attach to the use of any space in State's building or on said facility.

7. PROHIBITED USES.

Lessee shall not commit, suffer or permit any waste or nuisance on the Premises or on State property or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the Premises for any illegal or immoral purposes. No dumping of refuse by Lessee is permitted at the Premises. Lessee agrees not to cut or remove any trees or brush thereon except as approved in writing in advance by State. Lessee agrees that it shall at all times exercise due diligence in the protection of the Premises and State's property against damage or destruction by fire or other cause.

8. AMERICANS WITH DISABILITIES ACT; UNRUH CIVIL RIGHTS ACT; DISABLED PERSONS ACT.

Lessee shall comply with all federal requirements established under 28 Code of Regulations, Part 36, Americans with Disabilities Act, and with all California State requirements established under Civil Code section 51 et seq., Unruh Civil Rights Act and Civil Code section 54 et seq., Disabled Persons Act, in order to make programs accessible to all participants and to provide equally effective communications.

By signing this Lease, Lessee assures State it complies with the Federal and State statutes described above, prohibiting discrimination on the basis of disability. Lessee also assures State it complies with

SECTION 3 – STANDARD PROVISIONS

any applicable regulations and guidelines issued pursuant to the Federal and State statutes described above.

9. FIRE AND CASUALTY DAMAGES.

State will not keep improvements which are constructed or installed by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee shall make no claim of any nature against State by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the State in the course of their employment.

10. AUDIT.

Lessee agrees that the Department of General Services, the California State Auditor, or their designated representative shall have the right to review and to copy any of Lessee's non-redacted records and supporting documentation pertaining to the performance of this Lease. In the event State discovers any irregularities in Lessee's revenue statements Lessee shall bear all costs associated with said audit.

Lessee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. Lessee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Lessee agrees to include in any sublease a similar right of the State to audit records and interview Sublessee related to any performance of this Lease.

State may audit Lessee's accounting books at any time upon reasonable request. Further to the extent Lessee provides State with proprietary information, State will hold it in the strictest confidence, and will return it when it is no longer necessary to support any audit exceptions.

Lessee understands the State is subject to the Public Records Act.

11. ACTS OF NATURE.

If any of Lessee's improvements or equipment is destroyed by acts of nature, Lessee may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment, which occupies no more physical space and consumes no more electrical power. Lessee shall immediately notify State of such items and the date the replacement is complete.

12. HAZARDOUS SUBSTANCE.

Lessee agrees that it shall comply with all laws, federal, state, or local, existing during the term of this Lease pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

(a) In the event State or any of its affiliates, successors, principals, employees, or agents incur any liability, cost, or expense, including attorney's fees and costs, as a result of Lessee's illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, Lessee shall indemnify, defend, and hold harmless any of these individuals against such liability.

(b) Where Lessee is found to be in breach of this Paragraph due to the issuance of a government order directing Lessee to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by Lessee or any person acting under Lessee's direct control and authority, Lessee shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by State in connection with or in response to such government order.

SECTION 3 – STANDARD PROVISIONS

13. CONDITION OF PREMISES.

(a) Lessee is aware of the current condition of the Premises and accepts the Premises in "as is" condition. Lessee accepts the Premises as being in good order, condition and repair, unless otherwise specified herein, and agrees that on the last day of the term, or sooner termination of this Lease, to surrender up to State the Premises, with any appurtenances or improvements therein, in the same condition as when received, reasonable use and wear thereof and damage by act of nature, excepted.

(b) Lessee shall not call on State to make any repairs or improvements on the Premises and LESSEE shall keep the same in good order and condition at its own expense.

14. TAXES AND ASSESSMENTS.

Lessee agrees to pay all lawful taxes, assessments or charges that at any time may be levied upon any interest in this Lease.

It is understood that this Lease may create a possessory interest subject to property taxation and Lessee may be subject to the payment of property taxes levied on such interest.

15. RECOVERY OF LEGAL FEES.

If action is brought by State for the recovery of any rent due under the provisions hereof, for any breach hereof, to restrain the breach of any agreement contained herein, for the recovery of possession of said Premises, or to protect any rights given to the State against Lessee, and if State will prevail in such action, Lessee shall pay to State such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.

16. VACATING THE PREMISES.

Lessee shall, on the last day of said term or sooner termination of this Lease, peaceably

and quietly leave, surrender, and yield up to State, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

Lessee will schedule and perform a walkthrough with the Facility Manager to be sure the Lease Area is left in acceptable condition.

17. NON-DISCRIMINATION.

(a) In the performance of this Lease, Lessee shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, use of family care leave, or any other Federal, State or local laws.

Lessee shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

(b) Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) Lessee shall comply with the provisions of the Fair Employment and Housing Act (Government Code (GC) Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Lease by reference and made a part thereof as if set forth in full.

SECTION 3 – STANDARD PROVISIONS

Lessee shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement.

Further, Lessee shall post in conspicuous places available to employees and applicants for employment, notices to be provided by State setting forth the provisions of this Fair Employment Practices Section (GC Section 12920-12994).

(d) Remedies for willful violations:

(1) State may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which Lessee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Lessee has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the GC.

(2) State will have the right to terminate this Lease and any loss or damage sustained by State by reason thereof will be borne and paid for by Lessee.

18. INSURANCE.

Prior to, or at Lease execution, Lessee shall furnish to State a certificate of insurance, along with all policy endorsements, with State's Lease Number (**L-2987**) indicated on the face of said certificate or endorsement, issued to State with evidence of insurance as follows:

COMMERCIAL GENERAL LIABILITY

Lessee shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate annually for bodily injury and property damage liability combined and Fire Legal Liability of at least \$500,000. The policy shall include coverage for liabilities

arising out of Premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract.

The policy must include State of California, their officers, agents, and employees as additional insureds, but only insofar as the operations under the Lease are concerned. The additional insured endorsement must be provided with the certificate of insurance.

AUTOMOBILE LIABILITY

Lessee shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State of California and Department of General Services are to be additional insureds with respect to liability arising out of all vehicles owned, hired and non-owned. The additional insured endorsement must be provided with the certificate of insurance.

PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS)

Lessee shall maintain Insurance limits appropriate to the Contractor's profession, with limits not less than \$1,000,000 per occurrence.

WORKERS' COMPENSATION

Lessee shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Lease, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required, and the policy shall include a waiver of subrogation in favor of the State of California. The waiver of subrogation endorsement must be provided with the certificate of insurance.

GENERAL REQUIREMENTS

Lessee shall ensure that the following general requirements are met:

SECTION 3 – STANDARD PROVISIONS

a. Insurance Companies must be acceptable to DGS-Office of Risk and Insurance Management.

b. Coverage needs to be in-force for complete term of this Lease. If insurance expires during the term of the Lease, a new certificate must be received by State within thirty (30) days of the expiration date of the existing policy. This new insurance must still meet the terms of the original contract.

c. Lessee shall notify State within five business days of Lessee's receipt of any notice of cancellation or non-renewal of any insurance required by this lease.

d. Lessee is responsible for any deductible or self-insured retention contained within the insurance program.

e. In the event Lessee fails to keep in effect at all times the specified insurance coverage, State may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event, subject to the provisions of this Lease.

f. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by State.

g. If Lessee is self-insured in whole or in part as to any of the above described types and levels of coverage, Lessee shall provide State with written acknowledgment of this fact at the time of the execution of this Lease. State may require financial information to justify Lessee's self-insured status. If, at any time after the execution of this Lease, Lessee abandons its self-insured status, Lessee shall immediately notify State of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that State shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

19. HOLD HARMLESS INDEMNIFICATION.

This Lease is made upon the express condition that the State of California is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Lessee, or property of any kind whatsoever and to whomsoever belonging, including Lessee, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this Lease or any occupancy hereunder, holdover periods or any other occupancy of the Premises by Lessee, except those arising out of the sole negligence or willful misconduct of State, its employees, agents, and invitees.

Lessee agrees to defend, indemnify, and hold harmless State from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring.

20. LOSSES.

State will not be responsible for losses or damage to personal property, equipment or materials of Lessee and all losses shall be reported to State immediately upon discovery.

21. DEBT LIABILITY DISCLAIMER.

State, including but not limited to the State's General Fund or any special self-insurance programs, is not liable for any debts, liabilities, settlements, liens or any other obligations of Lessee, its heirs, successors or assignees.

State and its agencies, departments and divisions will not be liable for and will be held harmless by Lessee and for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by Lessee, its employees, agents, invitees, guests or anyone acting in concert with or on behalf of Lessee. State has no obligation to defend or undertake the defense on behalf of Lessee or its heirs, successors or assignees.

SECTION 3 – STANDARD PROVISIONS

22. RELOCATION.

(a) In the event that State terminates this Lease pursuant to its terms, Lessee acknowledges and agrees that it has no claim against State for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq., or any regulations implementing or interpreting such sections. Lessee further agrees that it has no claim in either law or equity against State for damages or other relief should the Lease be terminated, and waives any such claims it may have.

(b) In the event subleasing, under the terms of this Lease, is permitted, Lessee shall incorporate this Paragraph into the sublease. Failure to do so may obligate Lessee for damages and costs resulting from claims for relocation payments by sublessee.

(c) Notwithstanding the foregoing paragraph, in the event State determines during the term of the lease that the Premises will interfere with planned operations and construction of State facilities, then State shall have the right, upon no less than ninety (90) days written notice to Lessee, prior to the commencement of any construction implementing State's development plans, to relocate Lessee's Premises as defined in the Lease. In such case, State shall be responsible to reasonably coordinate with Lessee in connection with the relocation of the Premises to a new location within the property of State.

In the event State is unable to relocate Lessee within the facility grounds, State, upon 180 days written notice, may require Lessee to leave State premises.

23. SMOKING RESTRICTIONS.

Smoking is not allowed in or upon the Premises. Lessee will enforce the smoking prohibition upon its clients, employees, invitees, and patrons.

Lessee, its employees, invitees, or patrons shall compensate and reimburse State the cost of damage and destruction of any such fire caused by Lessee, its employees, invitees, contractors, or patrons, including State's out-of-pocket expenses for same.

24. RECORDING.

Lessee shall not record this Lease or a short form memorandum thereof. Any such recordation will, at the option of State, constitute a non-curable default by Lessee hereunder.

25. AUTHORITY TO CONTRACT.

If Lessee is a public, private or non-profit corporation, each individual executing this Lease on behalf of said Lessee shall provide evidence, which is acceptable to the State, that he/she is duly authorized to execute and deliver this Lease on behalf of said Lessee in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this Lease is binding upon said Board of Directors in accordance with its terms.

26. PARTNERSHIP DISCLAIMER.

Lessee its agents and employees shall act in an independent capacity and not as officers or employees of State. Nothing herein contained will be construed as constituting the parties herein as partners.

27. CEQA.

Any physical changes made to the improvements by Lessee or its agents shall comply with the California Environmental Quality Act (CEQA).

28. BANKRUPTCY.

In no event shall this Lease or the leasehold estate become an asset of Lessee in bankruptcy, receivership or other judicial proceedings. Lessee shall be in default under this Lease in the event of any of the following:

SECTION 3 – STANDARD PROVISIONS

(a) Lessee becomes insolvent or makes an assignment for the benefit of creditors; (b) a petition in bankruptcy is filed by or against Lessee; (c) a writ of execution is levied against this Lease or the leasehold estate; or (d) Lessee abandons or vacates or does not continuously occupy or safeguard the Premises.

29. AMENDMENTS AND MODIFICATIONS.

No amendment, modification, or supplement to this Lease shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.

30. MUTUAL CONSENT.

Notwithstanding anything herein contained to the contrary, this Lease may be terminated and the provisions of the Lease may be altered, changed, or amended by mutual consent of the parties hereto in writing.

31. FORCE MAJEURE.

If either Lessee or State will be delayed or prevented from the performance of any act required hereunder by reason of acts of Nature, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this Paragraph shall excuse Lessee from prompt payment of any rent, taxes, insurance or any other charge required of Lessee, except as may be expressly provided in this Lease.

32. WAIVER.

If State waives the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of that or any subsequent term,

covenant or condition. Failure by State to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or decrease State's right to insist thereafter upon strict performance by Lessee.

Waiver by State of any term, covenant, or condition contained in this Lease may only be made by a written document properly signed by an authorized State representative.

33. ENTIRE AGREEMENT.

This Lease and its exhibits constitute the entire agreement between State and Lessee. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.

34. PARAGRAPH HEADINGS.

All Paragraph headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

35. SEVERABILITY.

If any term, covenant, condition, or provision of this Lease or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Lease will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by law.

36. SEPARATE COUNTERPARTS.

This Lease may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this Lease and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this Lease. In the event the Lease is executed by wet ink signatures, the original signatures

SECTION 3 – STANDARD PROVISIONS

shall also be exchanged between the parties via mail, in addition to any exchange via electronic means.

37. SUPERSEDURE.

This Lease supersedes and voids any prior license, lease or agreement between State and Lessee identified in this Lease with regards to the Premises.

38. BINDING.

The terms of this Lease and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

39. ESSENCE OF TIME.

Time is of the essence for each and all of the provisions, covenants and conditions of this Lease.

End of Section 3

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the date written below.

**STATE OF CALIFORNIA
APPROVED:**

DIRECTOR OF DEPARTMENT OF
GENERAL SERVICES

By: _____
Deron Morillas, Assistant Chief
Real Estate Leasing and Planning
Section

LESSEE:

COUNTY OF HUMBOLDT
a municipal corporation

By: _____
Elishia Hayes
County Administrative Officer

Date: _____

**INSURANCE AND IDEMNIFICATION
REQUIREMENTS APPROVED**

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL RECOMMENDED:

STATE OWNED LEASING AND
DEVELOPMENT

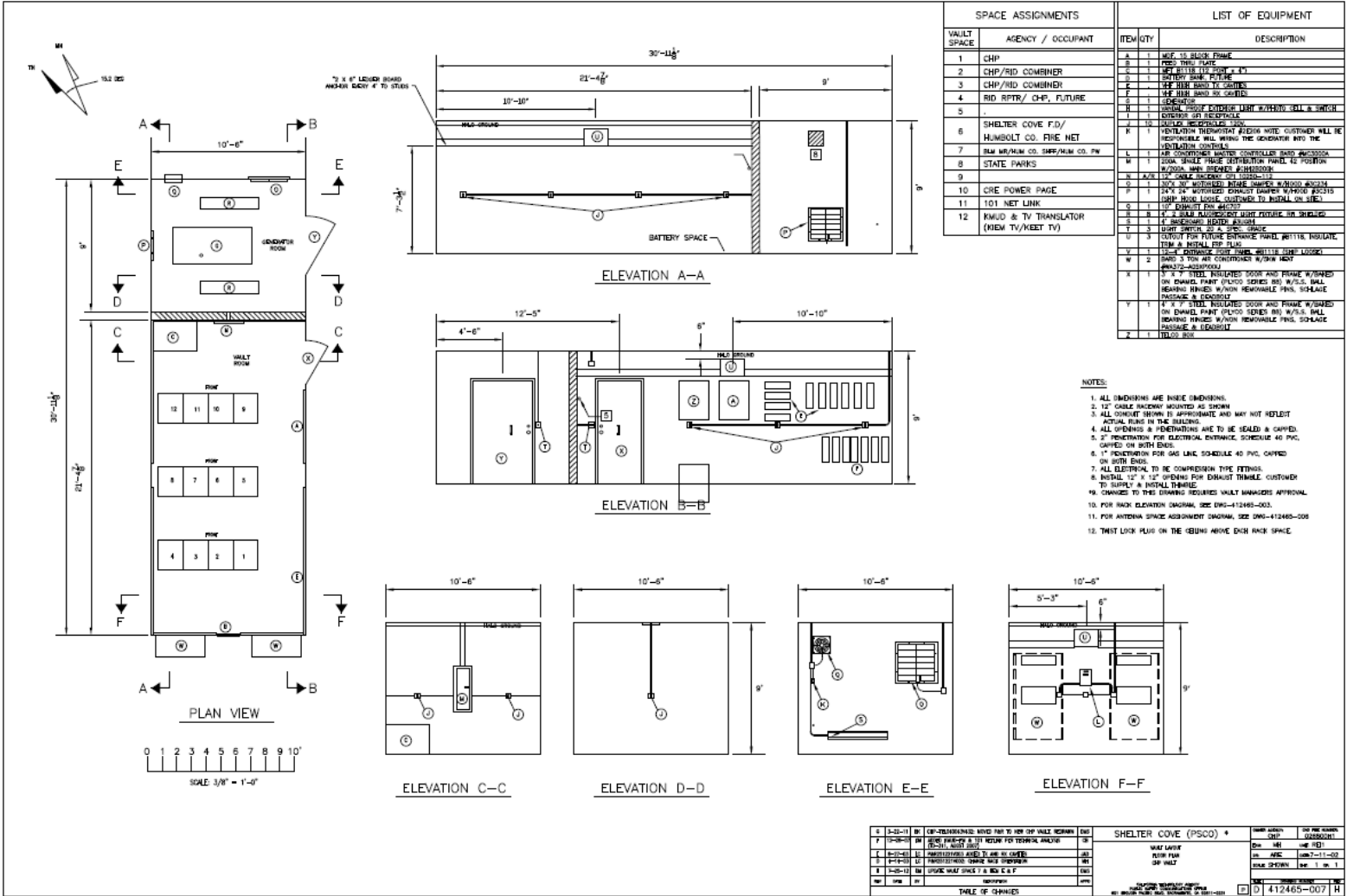
By: _____
Kimberley Tsumura
Senior Real Estate Officer

CONSENT:

CALIFORNIA HIGHWAY PATROL

By: _____
J.D. Saccani
Assistant Chief
Administrative Services Division

Exhibit A L-2987 Vault Layout



M E M O R A N D U M

Date: October 5, 2022

To: Brent Carter, Captain
Telecommunications Section
California Highway Patrol
601 North 7th Street
Sacramento, CA 95811

G-20

From: Yolanda Villasenor, Telecommunications Systems Manager I (Supervisor)
Public Safety Communications

Subject: Radio Vault Space Application (TD-311) Non-State User
Humboldt County
Shelter Cove, Humboldt County
CHP-TEL 002306

The Office of Emergency Services, Public Safety Communications-Special Projects Unit has completed a technical analysis of the proposal to allow Humboldt County to establish a new lease for vault space and install the following equipment in the CHP vault and on the United States Coast Guard tower, at the Shelter Cove site in Humboldt County.

The Humboldt County will occupy racks 5, 7 and the top 1/3 of rack 8 and will install the following:

- One (1) Kenwood TKR-719SK10 repeater, Transmit 154.740 / Receive 155.790 MHz
- One (1) Daniels MT-4E repeater, Transmit 153.905 / Receive 155.895 MHz
- One (1) Motorola APX-4500 repeater, Transmit 154.0925 / Receive 159.4575 MHz
- One (1) Motorola APX-6500 repeater, Transmit 458.925 / Receive 453.925 MHz

The Humboldt County will install the following antennas on the United States Coast Guard tower:

- One RFI RDA6-61 antenna at 95'
- One BA40-41-DIN, Omni, antenna at 60'

See attached Antenna Space Assignment drawing 412465-006 and Vault Layout Floor Plan drawing 412465-007.

The County of Humboldt will use commercial and emergency power.

The Humboldt County will occupy two transmit ports on the State's transmit combiner and two receive port assignments on the State's receive multicoupler system. See attached Block Diagram Antenna System Profile drawing 412465-014.

An intermodulation interference report shows the potential for the new equipment to cause interference to existing state receivers. Therefore, measurements must be performed by an Office of Emergency Services, Public Safety Communications (OES-PSC) Technician on the day the new equipment is powered up and activated. If 1dB or more of degradation is noted, the new equipment must be deactivated until the problem is corrected as confirmed by new measurements performed by a PSC Technician.

Please instruct the applicant they must contact the OES-PSC Operations, Area 1 Supervisor at (707) 822-2288 at least three weeks in advance of the planned activation so that arrangements can be made for the tests.

This technical evaluation addresses co-location and interference issues only and makes no claim as to the structural suitability or MPE (Maximum Permissible Exposure) compliance of the proposed installation.

NOTE: The tower is owned by the United States Coast Guard; therefore, pre-coordination with them may be required.

The Office of Emergency Services, Public Safety Communications-Special Projects Unit has reviewed the information provided and finds no technical reason to deny this application.

Based on information shown on the application, the Office of Emergency Services, Public Safety Communications technically approves this application. If at any time interference becomes a problem, it will be the responsibility of the Humboldt County to resolve.

Please contact Keith Estes, Senior Telecommunications Engineer at (916) 894-5137 or by email at keith.estes@caloes.ca.gov if you have any questions.

Attachments

cc: Steven Higa, Senior Telecommunications Engineer, CHP Unit
Brian Smith, Area 1 Operations Maintenance Supervisor, PSC
Betty Holland, Telecommunications Systems Analyst II, CHP
Michelle Allee, Telecommunications Systems Analyst II, CHP

STATE OF CALIFORNIA



PUBLIC SAFETY COMMUNICATIONS

RADIO VAULT SPACE APPLICATION

Non-State Users

TDe-311 (Rev. 09/2013)

GENERAL INFORMATION

The State of California operates telecommunications facilities at numerous mountaintop locations throughout the State. These facilities were developed for use by State agencies requiring radio communications.

Space at these facilities is made available to other than State of California users when it is surplus to the State's requirements. As the space is limited, State of California agencies are always given first priority. Non-state applicants will be considered in the following order:

1. Federal government agencies
2. Local government agencies
3. Public utilities
4. Private sector entities

In making space available, the State of California attempts to recover its operating, maintenance and management costs. Users are not guaranteed that State facilities will be accessible or operable at all times. Leases are generally issued for five-year periods; in some circumstances the lease period may vary. Leases will be considered for renewal at the end of their term, subject to the space requirements of the State of California.

When requesting vault, tower and/or ground space at a State-controlled site, a TDe-311, Radio Vault Space Application (Non-State Users) must be completed. All applications submitted must include the non-refundable administrative application fee and technical analysis fee. The non-refundable administrative application fee is **\$2500**. The non-refundable technical analysis fee is **\$1000**. Application and fees are to be sent to the State agency controlling the vault. (i.e. The California Department of Transportation, the California Highway Patrol or the Cal OES - Governor's Office of Emergency Services (OES).)

Contact the appropriate State agency for specific details regarding their vault rates and leasing process. If it is unknown which State agency controls a specific site, call (916) 657-9237.

NOTE: When applying for the California Department of Forestry and Fire Protection controlled site, use a CDF Radio Vault Space Application, Non-State Users, TDe-312.

The State must review, manage and engineer any proposed installations. Once a new, renewal or modification TDe-311 application has been received by a State agency and is reviewed administratively, it is forwarded to the Cal OES - Governor's Office of Emergency Services, Public Safety Communications (PSC) for technical analysis. A study will be performed to determine the impact of the application on the existing users at the site. Based on the study, the technical analysis will include specific recommendations to the controlling State agency. If serious technical difficulties are found, OES-PSC will recommend to the State agency to cancel the TDe-311 application. In cooperation with the applicant, the State will attempt to meet all users' operational requirements.

Any subsequent labor time or material costs required for site engineering, antenna or combining system upgrades, or technician labor will be borne by the applicant at the OES-

Exhibit "B"

PSC current rates. Applicants will be notified by the Department of General Services (DGS), Real Estate Service Division (RESA) of the amount due prior to occupancy of the vault. No further processing of the application will take place until a written approval of these expenses, as well as a commitment to pay, is received from the applicant by RESA. **NOTE:** Modification of site-master antenna or combining systems may NOT be done by a tenant. Such modifications must be designed by OES-PSC engineering and installed by OES-PSC-approved technician resources.

NOTE: The addition or deletion of any transmitting or receiving frequencies, antennas or equipment is considered a modification and requires the submitting of a TDe-311 application, the non-refundable administrative and technical analysis fees to the State agency. (Approval is required by the State agency prior to the proposed changes taking place in the facility.)

It shall be understood by all applicants that the State is NOT obligated to upgrade any facility to accommodate any lessee. Any improvement required prior to the entry shall be the sole financial responsibility of the lessee. The lessee shall be notified in writing of the upgrades required to accommodate their installation, and payment for these upgrades must be arranged prior to the installation of any such equipment. Any said improvements, including the installation or modification of site-master antenna, combining or power systems, shall remain the property of the State agency unless otherwise stipulated in the lease. NOTE: This excludes the actual radio transmitting and receiving equipment, as well as individual antennas installed for the sole use of the lessee and not part of a master-site arrangement.

The TDe-311/312 application consists of "Application" sheets and "Technical Data" sheets. Please complete, sign, and return the Application and Technical Data sheets to make a formal application. Please note for **New Applicants** that the information on the "Technical Data Sheets" shall reflect what the applicant desires to install at the facility. For **Existing Tenants**, that the information on the "Technical Data Sheets" shall reflect the tenants installed equipment and equipment changes (new installations, removals, etc.). Upon completion of engineering analysis of the application, the tenant's actual installation requirements may require some design changes to ensure the integrity of the State's telecommunications operational requirements. This required design criteria will be outlined in writing and incorporated as a condition of the lease agreement.

All requested information must be supplied to have this application processed. Failure to do so will result in the application being returned for resubmission, complete with an additional non-refundable application fee. Processing time will also be delayed accordingly.

Please attach separate sheets for any remarks or special comments required.

Exhibit "B"

APPLICATION SHEETS

The Application Sheets are used to gather the appropriate administrative information to process the TDe-311. These sheets must be completed, signed and accompanied with the Technical Data Sheets.

Applicant: Humboldt County
(organization name)
1106 2nd Street
(address)
Eureka, CA 95501
(city, state, zip)
(707) 268-2667
(telephone number)
tdeage1@co.humboldt.ca.us
(email address)

In accordance with the attached Technical Data Sheet(s), application is hereby made to:

- Establish New Lease
- Modify Lease (describe specific changes):
(attach additional sheet if more space is required)

- Renew lease with modification as stated:
(attach additional sheet if more space is required)

- Renew lease (no changes, technical sheets must be completed)
- Lease _____ square feet

For vault space and related antenna space at Shelter Cove
(site name)

Power requirements for operations of communications equipment are:

- Commercial and emergency power
- Commercial power only
- No power required.

NOTE: Some radio vault facilities provide commercial and emergency power to each rack space without exception, and the tenant will be charged accordingly.

Person responsible for lease negotiations and submission of this application:

Tom deAge

 (name)
1106 2nd Street

 (address)
Eureka, CA 95501

 (city, state, zip)
(707) 268-2667

 (telephone number)
tdeage1@co.humboldt.ca.us

 (email address)

Billing Information:

Applicant: **County of Humboldt**

 (name)
1106 2nd Street

 (address)
Eureka, CA 95501

 (city, state, zip)
Eureka, CA 95501

 (telephone number)
tdeage1@co.humboldt.ca.us

 (email address)

It is understood that if any subsequent on-site testing is required, it will be charged to the lessee at the current rate determined by the State. In addition, any required engineering or technician labor charges or parts procurement expenses, plus a program management fee, will be re-billed to the lessee at the current rates being charged by the State. Prior to these charges being incurred, a written estimate and acceptance document will be forwarded to the applicant for review and signature.

Applicant: **Humboldt County**

 By: **Tom deAge**

 Title: **Sr. Real Property Agent**

 Date: **6/01/2021**

Receipt of a non-refundable application fee in the amount of \$_____ is hereby acknowledged.

STATE OF CALIFORNIA

CHP

By: **Betty Holland, Telecommunications Systems Analyst II**

 Date: _____

NOTE: A fee will be required when this agreement is renewed for a new term or when changes are made to an existing agreement and the preparation of a new lease agreement is required.

Exhibit "B"

TECHNICAL DATA SHEETS

Data submitted on the Technical Data Sheets is used by the PSC engineers to perform a study to determine the impact of the application on the existing users at the site. Please complete these sheets in its entirety and provide required information. Existing tenants must reflect the tenants installed equipment and equipment changes (new installations, removals, etc.).

Site Name: Shelter Cove
County: Humboldt

Date: 5/28/2021

The following technical data is submitted in conjunction with a request for vault space.

If this is a land lease application for Cellular, applicant must provide plot plans, construction drawings and a written description of proposed land use.

Person responsible for technical operation of this station (person who can provide technical details):

Donald O. Nelson
(name)
839 4th Street
(address)
Eureka, CA 95501
(city, state, zip)
707 268 3690
(telephone number)

Date equipment desired to be in operation: 10/01/2022
(It should be noted that, due to engineering priorities, this application may require up to one (1) full year to process.)

Equipment is to operate in the Public Safety Radio Service.
FCC callsign of this installation: _____. (Include a copy of the FCC license)

Type of operation: Base Station Mobile Relay Microwave Station
 Other _____

Additional rack space to be leased (in 1/3 rack increments): _____

(NOTE: Unless otherwise authorized, all electronic equipment is to be mounted in 7'6" aluminum open-frame relay racks and fastened to the site's earthquake bracing and cable ladder system. One rack occupies 2' by 2' of floor space.)

Additional space desired to mount cavities, duplexers, batteries, etc.:
 Wall Space Floor Space _____ (HxWxD, inches)
 Rack Space Additional space not required

Space for battery facilities required, if any, including charger:
 Wall Space Floor Space _____ (HxWxD, inches)
 Radio Rack Not required

Maximum power consumption: TRANSMIT: 1100 Watts RECEIVE: 100 Watts at
Voltage: 110 Volts AC 12 volts DC 48 volts DC
 Other _____

Exhibit "B"

EQUIPMENT DATA

New Tenant: Provide data for each piece of equipment to be installed in each vault space and identify as **New (N)**.

Existing Tenant: Provide data for each piece of equipment currently installed and identify as **Existing (E)**. If adding or removing equipment; identify the appropriate action **New (N)**, **Removing (R)**.

FREQUENCY INFORMATION: CELLULAR APPLICANTS MUST PROVIDE SPECIFIC CHANNELS TO BE USED (NOT THE BAND). IF SPECIFIC FREQUENCIES HAVE NOT BEEN PROVIDED THE APPLICATION WILL BE RETURNED.

Be sure to include a system block diagram on the page furnished for that purpose. Duplicate this page as required to show all equipment desired to be installed, both existing and proposed:

TRANSMITTER #1 Power output **100 W**

| | |
|--|---|
| Frequency(s) 154.7400 | Existing (E) Removing (R) New (N) |
| Make and Model: Kenwood TKR-719SK10 | E |

RECEIVER #1

| | |
|--|---|
| Frequency(s) 155.7900 | Existing (E) Removing (R) New (N) |
| Make and Model: Kenwood TKR-7519SK1 | E |

TRANSMITTER #2 Power output **100 W**

| | |
|--------------------------------------|---|
| Frequency(s) 153.9050 | Existing (E) Removing (R) New (N) |
| Make and Model: Daniels MT-4E | E |

RECEIVER #2

| | |
|--------------------------------------|---|
| Frequency(s) 155.8950 | Existing (E) Removing (R) New (N) |
| Make and Model: Daniels MT-4E | E |

TRANSMITTER #3 Power output **50 W**

| | |
|--|---|
| Frequency(s) 154.0925 | Existing (E) Removing (R) New (N) |
| Make and Model: Motorola APX 4500 | N |

RECEIVER #3

| | |
|--|---|
| Frequency(s) 159.4575 | Existing (E) Removing (R) New (N) |
| Make and Model: Motorola APX 4500 | N |

TRANSMITTER #4 Power output **30 W**

| | |
|--|---|
| Frequency(s) 458.9250 | Existing (E) Removing (R) New (N) |
| Make and Model: Motorola APX 6500 | N |

RECEIVER #4

| | |
|--|---|
| Frequency(s) 453.9250 | Existing (E) Removing (R) New (N) |
| Make and Model: Motorola APX 6500 | N |

Exhibit "B"

ANTENNA DATA NOTE: All Antennas to be installed on U.S. Coast Guard Tower.

New Tenant: Provide data for each antenna to be installed at this vault facility and identify as **New (N)**.

Existing Tenant: Provide data for each antenna currently installed and identify as **Existing (E)**. If adding or removing an antenna; identify the appropriate action **New (N)**, **Removing (R)**.

| Antenna number | Make and Model | Length or M/W dish size | Gain (dBd) (dBi for M/W) | Azimuth (relative to true north) | *Height desired (feet) | Existing (E) Removing (R) New (N) |
|----------------|----------------------------|-------------------------|--------------------------|----------------------------------|------------------------|---|
| 1 | RFI RDA6-61 | 1.1 meter | 9 dbd | 72 degrees | 96 | N |
| 2 | BA40-41-DIN | 3.5 meters | 3 dbd | Omni | 60 | N |
| 3 | Antennas are on USCG Tower | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |

* For VHF antennas, show desired height to base of antenna support. For microwave dishes, show desired height to center of radiating element.

AUXILIARY EQUIPMENT DATA

For each transmitter, receiver, or combination, supply the following:

Make and model of cavity(s), filter(s), isolator(s), duplexer(s), etc., desired to be installed at this site. Please indicate the desired location where these items are to be mounted in the vault. Be sure to include these elements on the system block diagram on the page provided for that purpose.

- Transmitter #1, Receiver #1, Using existing State combiner.
- Transmitter #2, Receiver #2, Using existing State combiner.
- Transmitter #3, Receiver #3, Mount in rack #5. Custom filtering. See system 3 attachment.
- Transmitter #4, Receiver #4, Mount in rack #5. Custom filtering. See system 4 attachment.

Exhibit "B"

SYSTEM BLOCK DIAGRAM:

Please provide a block diagram of the proposed installation at this radio vault facility. Be sure to include all elements of the system, including transmitters, receivers, power sources, antennas, protective devices, telephone lines, multiplex circuits, etc. Use additional sheets if necessary. Refer to the attached example if desired. Please be sure to label the operating frequency of each piece of equipment in the system, as appropriate.

Humboldt County Shelter Cove Block Diagram

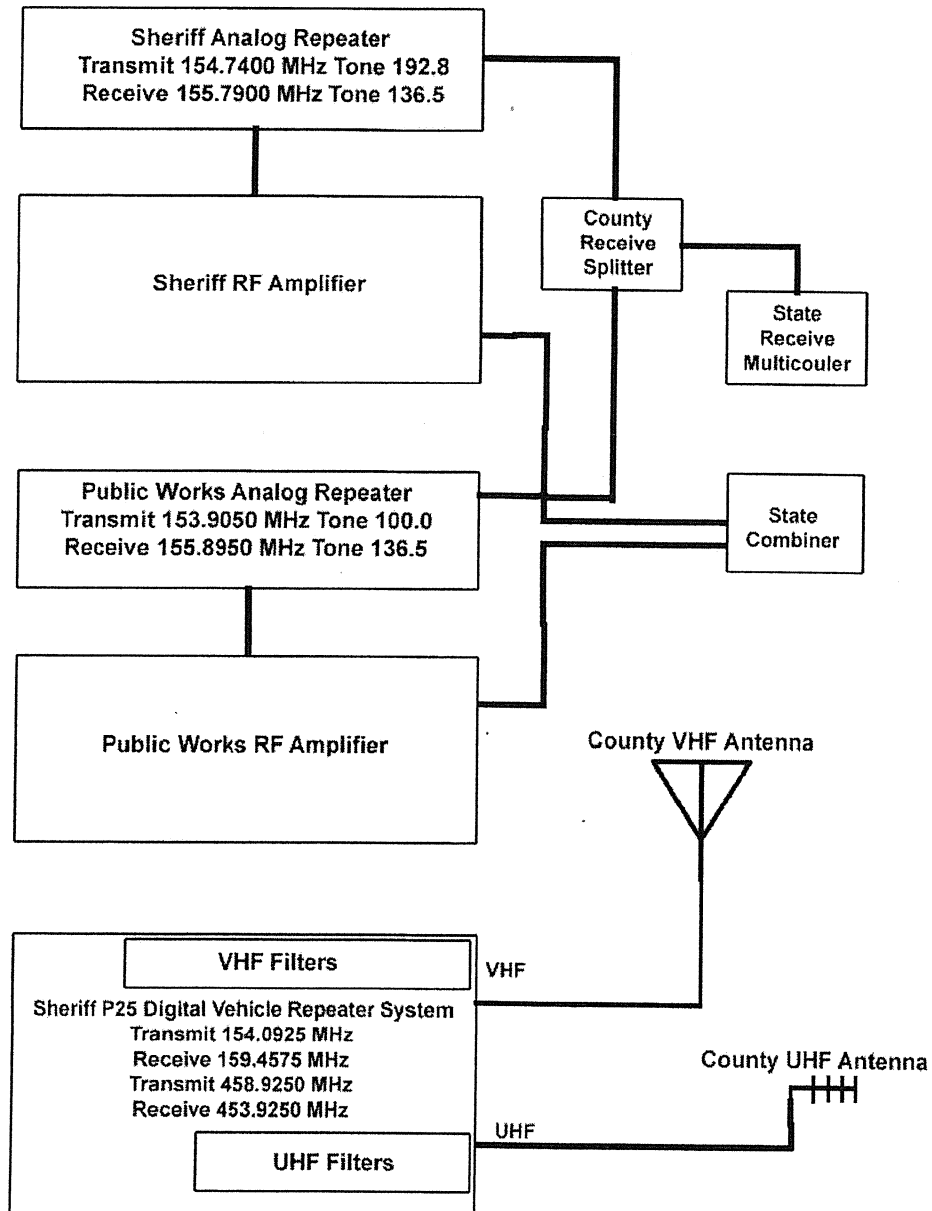
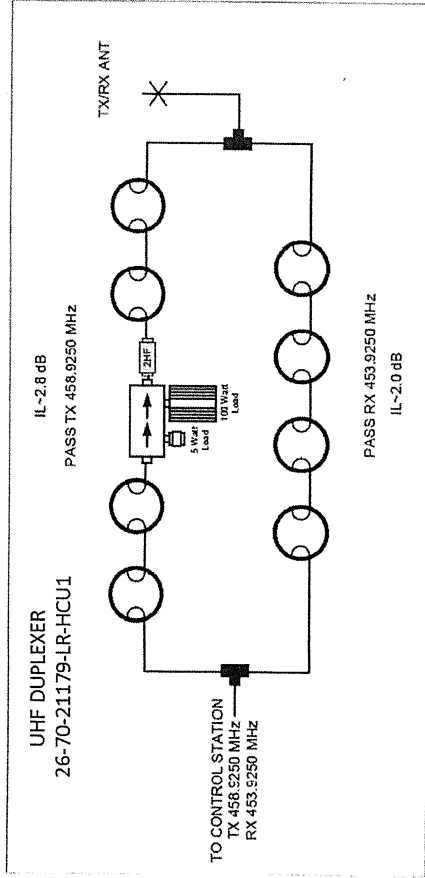
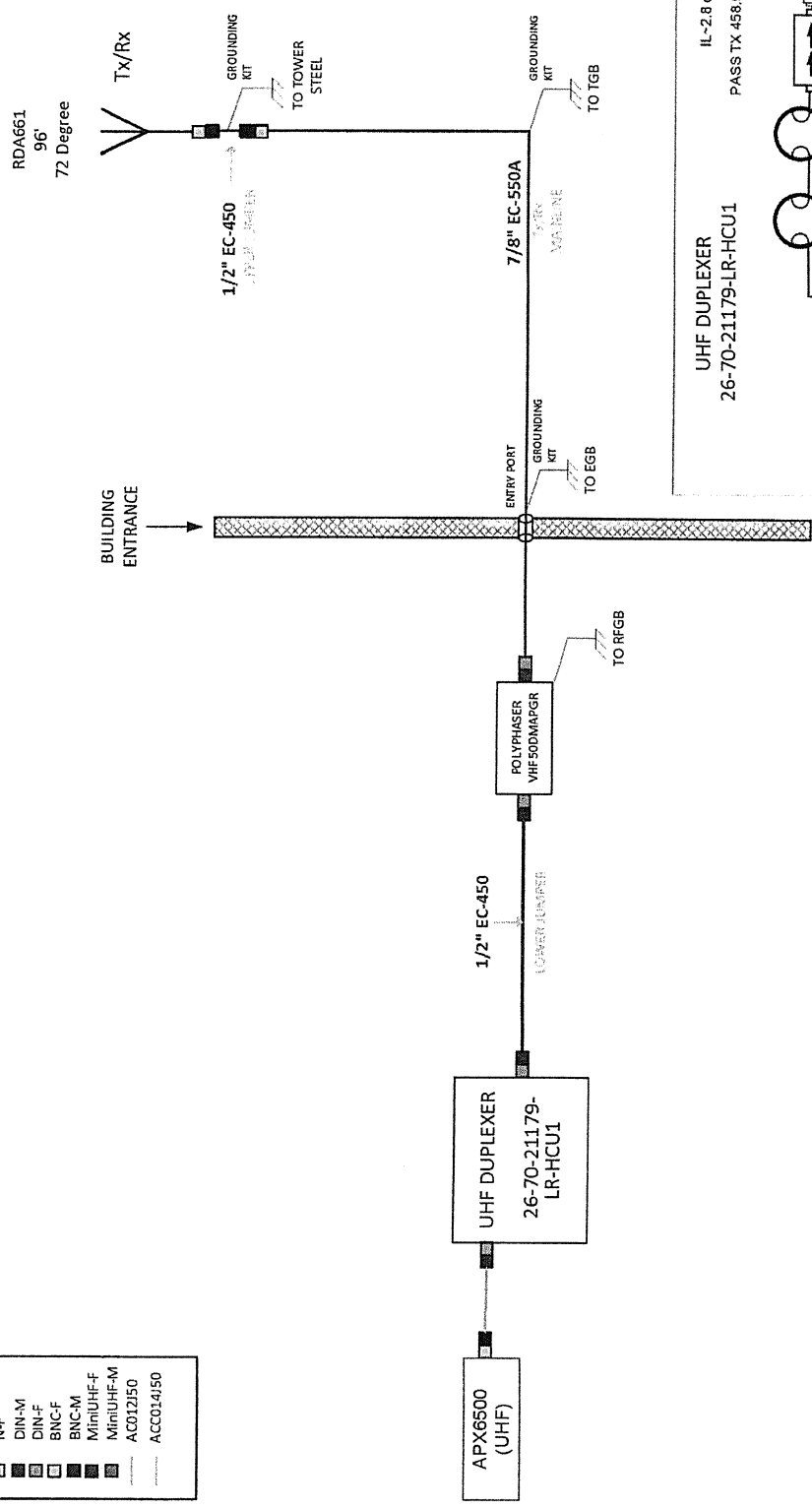


Exhibit "B"

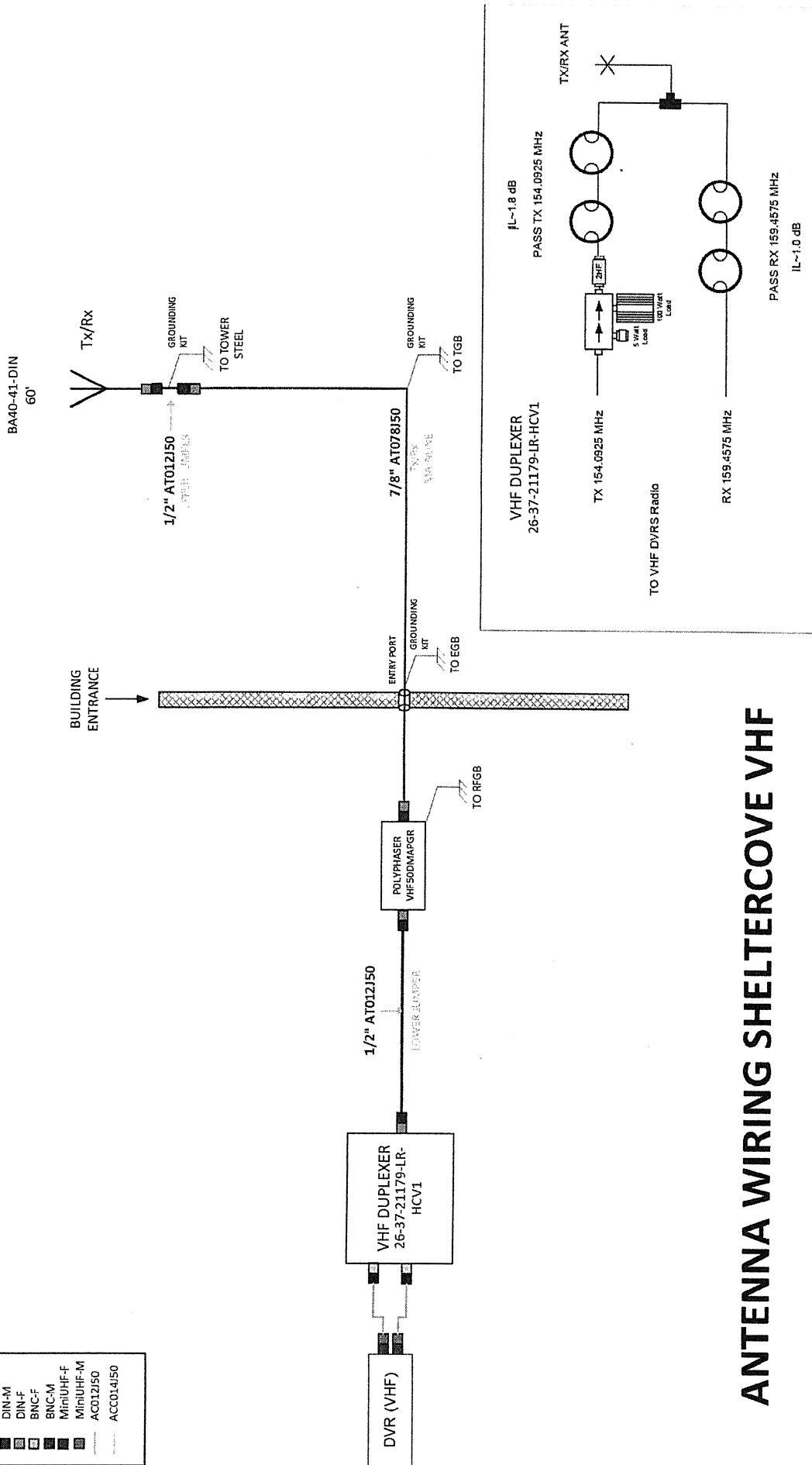
| LEGEND | |
|--------|-----------|
| | N-M |
| | N-F |
| | DIN-M |
| | DIN-F |
| | BNC-F |
| | BNC-M |
| | MiniUHF-F |
| | MiniUHF-M |
| | AC012J50 |
| | AC014J50 |



ANTENNA WIRING SHELTERCOVER UHF

Exhibit "B"

| LEGEND | |
|--------|-----------|
| | N-M |
| | N-F |
| | DIN-M |
| | DIN-F |
| | BNC-F |
| | BNC-M |
| | MiniUHF-F |
| | MiniUHF-M |
| | AC012J50 |
| | AC0014J50 |



ANTENNA WIRING SHELTERCOVE VHF