

**SECOND AMENDMENT TO
TOWER SPACE USAGE AND MAINTENANCE AGREEMENT
BY AND BETWEEN
HOOPA VALLEY TRIBE
AND
COUNTY OF HUMBOLDT**

THIS SECOND AMENDMENT TO TOWER SPACE USAGE AND MAINTENANCE AGREEMENT (“**Second Amendment**”), effective August 17th, 2026 (the “**Effective Date**”), is by and between the Hoopa Valley Tribe, a sovereign Tribal government, hereinafter referred to as “**LICENSOR**,” and the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “**LICENSEE**,” is made upon the following considerations:

WHEREAS, Licensor and Licensee entered into a Tower Space Usage and Maintenance Agreement dated May 18, 2021, as amended by that certain First Amendment to Tower Space Usage and Maintenance Agreement dated May 12, 2026 (hereinafter, the “**License**”), whereby Licensor granted to Licensee a non-exclusive license and privilege to occupy portions of the Site, therein described, that is located at approximately 8N, Range 4E, Section 32, and also known as the Sugar Pine Mountain Communications Site; and

WHEREAS, Licensee acknowledges Licensor’s significant interest in preventing wildfires and the spread of biological or chemical contamination having the potential to affect the Hoopa Valley ecosystem; and

WHEREAS, Licensor and Licensee desire to extend the term of the License; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the License as set forth below accordingly.

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

1. **Extension of Term.** The term of the License is hereby extended for five additional years, commencing on August 18, 2026 and expiring at 11:59 P.M. on August 17, 2031 (the “First Extended Term”). Henceforth, the First Extended Term and any additional extended terms, combined with the initial five-year term and three-month extension, will be collectively referred to as the “Term.” It is the intent of the Parties that the Effective Date provide continuous, unbroken License rights regardless of the date of full execution of this Second Amendment.

2. **Utility Costs.**

- i. Section 8.A (Utility costs) is amended to be the following:

Utility costs. LICENSOR shall be responsible for the payment of all utility services

consumed by LICENSEE'S operations, with reimbursements to be provided by LICENSEE as follows: LICENSEE shall be responsible for an equally shared cost of propane, an equally shared cost of generator maintenance, and an equally shared portion of any repairs LICENSOR reasonably deems necessary to the on-site generator, other support equipment, and the Tower. As used herein, "equally shared" means a share of LICENSOR'S total utility expenses, evenly divided between LICENSOR and all licensees of the Site.

The parties agree that LICENSEE's share of equally shared costs for the First Extension Term are Fifteen Thousand and No/100 Dollars (\$15,000.00).

- ii. Section 8.B (Payment) is hereby amended to be the following:

Billings of the equally shared costs during the Initial Five-Year Term are acknowledged by the Parties to be \$7,055.98, payable within sixty (60) days of full execution of the Second Amendment.

The reimbursements for future utility costs will be paid by Licensee in advance on an annual basis divided by the number of years in the renewal term; for example, the First Extended Term will have five annual reimbursements of Three Thousand and No/100 Dollars (\$3,000.00). The annual reimbursement by LICENSEE is due within sixty (60) days of the anniversary of the date of full execution of the Second Amendment.

- iii. Section 8.C (Maximum Amount Payable) of the License is hereby amended to be the following language:

Maximum Amounts Payable. In no event shall the utility costs paid by LICENSEE under this License exceed the following amounts during the following periods:

- i. Initial Five-Year Term and Three-Month Extension: Seven Thousand Five Hundred Dollars (\$7,500); and
- ii. First Extended Term: Fifteen Thousand Dollars (\$15,000).

- iv. **Fire Hazard Mitigation; Environmental Precautions.** Licensee agrees to:

- i. Take all necessary precautions to mitigate the spread of biological or chemical contamination that may be brought by Licensee's vehicles to or from the Site; and
- ii. Keep the Licensed Space free of all fire hazards, alert Licensor to any conditions that may heighten the risk of fire, and to coordinate its own fire mitigation activities with Licensor, including but not limited to proposing equitably shared expenses for joint fire mitigation activity and that these expenses shall not be considered Utility costs under this License.

- v. **Counterparts.** As set forth in Section 35 of the License, this Second Amendment may be executed in one (1) or more counterparts, each 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 license. A signed copy of this Second Amendment, 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 Second Amendment for all purposes.

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

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto bind themselves to this Second Amendment effective as of the Effective Date.

HOOPA VALLEY TRIBE

Hoopa Valley Tribe

By: _____

Print Name: _____

Title: _____

Date: _____

COUNTY OF HUMBOLDT

Board of Supervisors

By: _____

Print Name: _____

Title: _____

Date: _____

Attest

By: _____

Print Name: _____

Title: _____

**INSURANCE AND IDEMNIFICATION
REQUIREMENTS APPROVED:**

By: _____

Date: _____