

Lease No. \_\_\_\_\_

## LEASE

**THIS LEASE (“Lease”)** is made and entered into by and between the United States of America, acting through the Forest Service, Department of Agriculture (hereinafter referred to as “Forest Service”), and the County of San Luis Obispo, a political subdivision of the State of California, hereinafter referred to as “County”, and will replace and supersede any and all previous written or verbal permits or agreements made and entered into by and between County and Forest Service with respect to the Premises hereinafter described with the exception of the existing U.S. Department of Agriculture Forest Service Communications Use Lease between the parties dated April 4, 2007.

### WITNESSETH:

**WHEREAS**, County maintains and operates radio communication facilities in a microwave/radio vault located on Plowshare Peak in Santa Barbara County, California; and

**WHEREAS**, the facilities are located on land owned by Forest Service and leased by the County through an agreement titled U.S. Department of Agriculture Forest Service Communications Use Lease dated March 27, 2007 (“2007 Use Lease”); and

**WHEREAS**, Forest Service requests space in the County’s facility to install USFS owned and operated Public Safety Radio Communications Transceivers and related hardware;

**NOW, THEREFORE, IT IS AGREED** by and between the parties hereto as follows:

1. **PREMISES**: County hereby permits Forest Service the use of that certain space as designated by the County, hereinafter referred to as the "Premises", (four square feet or one half rack) located in the County's microwave/radio vault on National Forest System land at Plowshare Peak (Sec. 4, T11N, R20W, SBM) in the County of Santa Barbara, California.

2. **TERM**: The term of this Lease shall commence upon signing by both parties and shall expire December 31, 2030, unless sooner terminated as hereinafter provided.

3. **TERMINATION**: Notwithstanding any other provision of this Lease, either party may terminate this Lease at any time, without cause, by giving sixty (60) days written notice to the other party, or on a schedule acceptable to both parties.

4. **RENT:** In lieu of monetary rent, Forest Service shall continue the existing 2007 Use Lease between the parties, at no cost to County, as long as County is in compliance with terms and conditions of the 2007 Use Lease.

5. **USE OF PREMISES:** The Premises shall be used by Forest Service for the installation, maintenance and operation of radio transmitting and receiving equipment, and more particularly, Forest Service-owned and operated Public Safety Radio Communications Transceivers and related hardware. The Premises are delivered to the Forest Service in an “as-is” condition. It shall be the sole responsibility of Forest Service to investigate and determine the conditions of the Premises and the suitability of such conditions for the use anticipated by Forest Service. The installation of Forest Service equipment shall be done by Forest Service in a good and workmanlike manner and to the satisfaction of County. The Premises shall not be used for any other purpose without the prior written consent of County. Forest Service will abide by all stipulations and requirements identified in the San Luis Obispo County Communications Vault Guidelines document, attached hereto and made a part of this Lease.

The Forest Service’s use of and access to the Premises shall not interfere with the use and enjoyment of the Plowshare Peak microwave/radio vault by the County or the County’s other tenants. All operations of Forest Service shall be lawful and in compliance with all Governmental Requirements (as hereinafter defined), including but not limited to those of the Federal Communications Commission (“FCC”). “Governmental Requirements” shall mean all applicable requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the real property, including the Premises.

6. **APPROVAL PRIOR TO INSTALLATION:** Prior to installation of any equipment, Forest Service will complete and submit Application Form, Request for Vault Space, attached hereto and made a part of this Lease, Exhibit A and will not install equipment or later add to existing equipment prior to County’s approval or later amendment of said application.

7. **UTILITIES:** The rent described in paragraph 4 above includes the County’s furnishing of commercial electrical service to be used jointly by County, Forest Service, and any other parties designated by County. County makes no guarantee as to the reliability of such services.

8. **INSTALLATION OF EQUIPMENT:** Forest Service equipment placed on the Premises shall be installed, operated and maintained in accordance with the highest engineering standards now and hereafter generally employed. In the event that the installation, operation or

maintenance of said equipment shall create any interference with the operation of County's equipment or the equipment of any other person, company, or agency authorized by County to occupy space and install equipment in said vault or on the antenna structure of County, Forest Service shall eliminate such interference to the satisfaction of the County at no expense to County

9. **FREQUENCIES:** Forest Service may use such Interdepartment Radio Advisory Committee (IRAC) or FCC approved frequencies as are approved by the County, and shall not change or add to these frequencies without the prior written consent of the County.

10. **PERMITS AND APPROVALS:** Forest Service shall obtain and maintain during the term of this Lease, all required permits, licenses, and approvals as may be required by the United States Department of Agriculture, the County of Santa Barbara, Forest Service, Interdepartment Radio Advisory Committee (IRAC) or the FCC. Forest Service shall provide County with copies of such permits, licenses and approvals as a condition of this Lease before Forest Service exercises any of the privileges granted by this Lease.

11. **SECURITY AND CONDITION OF PREMISES:** Forest Service agrees to preserve the security of the Premises. Forest Service shall at all times keep and maintain the Premises permitted hereunder clean and neat and maintain the Premises to the satisfaction of County. County shall have no duty or responsibility to maintain Forest Service's equipment. The County reserves the right at any time to make such reasonable rules and regulations as in its judgment may from time to time be necessary for the security, safety, care, cleanliness of the Premises, and for the preservation of good order therein, Forest Service hereby agrees to strictly comply therewith.

12. **NUISANCE:** Forest Service shall not commit or suffer to be committed any nuisance, waste or unlawful act in or about the Premises.

13. **COMPLY WITH LAWS:** Forest Service agrees and promises that it will comply with and observe all federal, state, county, city and municipal laws, rules, ordinances, or regulations which are applicable to the area or operations covered by this Lease.

14. **ASSIGNMENT:** The use of the Premises authorized herein is of a personal nature and assignment, sublease, or transfer by Forest Service of this Lease or of any privileges given hereunder shall not be permitted. Any assignment or sublease or attempted assignment or sublease by Forest Service shall be void, shall confer no rights on any third party, and shall be good cause for cancellation of this Lease by County at its option. This Lease shall not be assignable by operation of law.

**15. RESTORATION OF PREMISES:** Upon abandonment, termination, or cancellation of this Lease, Forest Service shall, within a reasonable time as determined by the County, and not to exceed sixty (60) days, remove all equipment and restore the site to substantially the same condition as it was immediately prior to the commencement of Forest Service's installation activities. .

**16. RELEASE.** The County shall not be responsible to Forest Service for any loss of property from said Premises, however occurring. Forest Service hereby waives any and all claims for damages that may be caused by the County in re-entering and taking possession of the Premises as herein provided, and all claims for damages that may result from the destruction of or entry to the Premises thereby, and all claims for damages to or loss of such property belonging to Forest Service as it may be in or upon the premises at the time of such re-entering. Forest Service also waives any and all claims against the County for damages to any property of Forest Service from any cause arising at any time.

**17. INDEMNIFICATION:** . Forest Service, as an agency of the United States, is limited by Federal laws as to the assumption of liability for its acts or omissions. When the requirements of the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., are met, said Act, on the date of this Agreement, provides that the United States is liable for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the Government while acting within the scope of his/her office or employment

**18. INSURANCE:** In lieu of insurance coverage, Forest Service maintains a self-administered claims program with respect to its duties hereunder. Forest Service shall require contractors that may perform such activities pursuant to this Lease to maintain liability insurance coverage in accordance with Forest Service's standard practice. .

**19. TAXES:** During the term of this Lease, Forest Service hereby agrees to pay, prior to delinquency, all applicable taxes and assessments, including both general and special, levied or assessed against the premises and in connection with the premises and Forest Service's operation thereof, including without limitation, taxes on Forest Service's possessory interest hereunder or in the premises, and taxes or assessments on all structures, improvements, and fixtures now or hereinafter existing on the premises, and on any personal property situated in, on, or about the premises, or in, on or about any structures or improvements thereon. Forest Service is hereby informed that a possessory interest subject to property taxation may be created by this

Lease and that the party to whom the possessory interest is vested (Forest Service) shall be subject to the payment of property taxes levied on such interest and must pay such taxes prior to delinquency, if applicable.

**20. EFFECT OF WAIVER:** County's waiver of breach of any one term, covenant, or other provision of this Use Permit, is not a waiver of breach of any other term, nor subsequent breach of the term or provision waived.

**21. NOTICES:** Unless otherwise provided, all notices required herein shall be in writing, and delivered in person or sent by mail, postage prepaid. Notices required to be given to the County shall be addressed as follows:

County of San Luis Obispo  
General Services Agency  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408  
Attention: County Real Property Manager.

Notices required to be given to Forest Service shall be addressed as follows:

U.S. Forest Service  
Attn: Lease Contracting Officer  
1600 Tollhouse Road  
Clovis, CA 93611

Provided that any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

//////////////////////////////////NOTHING FURTHER PAST THIS POINT//////////////////////////////////

IN WITNESS WHEREOF, County and Forest Service agree to all of the terms and conditions hereinabove set forth.

**COUNTY OF SAN LUIS OBISPO**

**UNITED STATES OF AMERICA,  
ACTING THROUGH THE FOREST  
SERVICE, DEPARTMENT OF  
AGRICULTURE**

By: \_\_\_\_\_  
Chairperson of the Board of Supervisors

By: \_\_\_\_\_

Approved by the Board of Supervisors this  
\_\_\_\_\_ day of \_\_\_\_\_, 2012.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

Date: \_\_\_\_\_, 2012

\_\_\_\_\_  
Clerk of the Board of Supervisors

**APPROVED AS TO FORM AND  
LEGAL EFFECT:**

WARREN R. JENSEN  
County Counsel

By:   
Deputy County Counsel

Date: 1/19/12

## **County of San Luis Obispo Communications Vault Guidelines**

### **GENERAL INFORMATION**

The County of San Luis Obispo operates telecommunications facilities at numerous mountaintop locations throughout the County. These facilities were developed for use by County agencies requiring radio communications.

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

1. Federal government agencies
2. State or Local government agencies
3. Public utilities

In making space available, the County of San Luis Obispo attempts to recover its operating, maintenance, and management costs. Lessees are not guaranteed that County 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 County of San Luis Obispo.

The rates charged for occupancy of radio vaults shall be established on an individual basis by the County and will be approved by the County Board of Supervisors when the Lease is signed by the Board.

The County must review, manage, and engineer any proposed installation. Once a new application has been received by Real Property Services, it will be logged in for processing and will be prioritized based upon current workloads. All applications will be forwarded to the Information Technology Department for technical review and evaluation. The Information Technology Department will perform a study to determine the impact of the application on the existing Lessees at the site, and specific recommendations will be made. The County will attempt to meet all Lessees' operational requirements; however, the application may be denied due to lack of space, negative impact on County operations, or other serious technical or operational difficulties.

Any subsequent staff costs or outside consulting fees required for site engineering, antenna or combining system upgrades, or technician labor will be borne by the applicant at the current rate. The applicant will be notified by the Information Technology or General Services Department 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 the County.

Modification, adjustment, or repair of site-master antenna or combining systems may NOT be done by a tenant. Such modifications must be designed by appropriate County engineering and installed by the County.

Lessee shall submit a new engineering design with any request to add or delete equipment. A written request must be submitted to and approved by the County prior to the proposed changes taking place in the facility.

It shall be understood by all applicants that the County 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 upgrade 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 County unless otherwise stipulated in the lease.

Lessee shall retain the ownership of the actual radio transmitting and receiving equipment, as well as individual antennas installed for the sole use of the lessee that is not part of a master-site arrangement.

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 County's telecommunications operational requirements. This required design criteria will be outlined in writing and incorporated as a condition of the lease Use Permit.

All requested information must be supplied to have this application processed. Failure to do so will result in the application being returned for resubmission.

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

## TECHNICAL REQUIREMENTS FOR COUNTY-CONTROLLED SITES

The following are the maximum radio frequency power outputs for radio equipment in County-controlled facilities:

<b>RADIO SERVICE</b>	<b>FREQUENCY RANGE</b>	<b>MAXIMUM TRANSMITTER POWER OUTPUT TO ANTENNA</b>
<b>VHF Low Band</b>	28-54 MHz	120 watts
<b>VHF Mid Band</b>	72-76 MHz	50 watts
<b>VHF High Band</b>	136-174 MHz	150 watts
<b>UHF Band</b>	406-512 MHz	150 watts
<b>800/900 Band</b>	806-952 MHz	125 watts
<b>Microwave</b>	952-960 MHz	20 watts
<b>Microwave</b>	1850-6875 MHz	20 watts
<b>Microwave</b>	6875-40,000 MHz	10 watts

The following additional standards must be adhered to for any installation at a County-controlled site:

1. Each transmitter at the site must be identified with an approved and completed "FCC ID tag" along with the name and phone number of the person responsible for the operation of that transmitter.
2. Control stations and "inverted pairs" on FCC-designated repeater channels will generally not be allowed at a site.
3. Only FCC type-accepted transmitters, designed for use in a high-RF, multi-user environment will be allowed to be installed at a site. All equipment shall be installed and operated in accordance with the site lessor's authorization and approval.
4. Transmitters and receivers will be combined and/or multi-coupled to the maximum extent possible, consistent with the specific system performance requirements of the lessee. A one-time "site assessment" cost may be incurred.
5. All systems NOT connected to the lessor's combining network must be installed to comply with site standards, require lessor's prior engineering approval and meet the following minimum requirements:
  - a) Each transmitter shall have a protective isolator, harmonic filter and band-pass cavity (BPC) which meets the minimum attenuation levels listed in Table I. The isolator and harmonic filter shall precede the BPC in the transmit path;
  - b) Notch-type duplexers must include a BPC meeting the requirements in Table I in the transmit leg prior to the duplexer input port;
  - c) Additional filters, BPC's, isolators and other hardware may be required at the lessee's expense to correct site problems as a result of the lessee's installation;
  - d) RF cabling between pieces of equipment within a rack shall be of double shielded or solid outer conductor variety, such as RG-214, RG-142 or RG-400 cables. NOTE: In general, cabling supplied within a manufacturer's piece of

equipment is sufficient to meet this requirement. In some circumstances, however, it may become necessary to modify the equipment to meet the special needs of the site;

e) RF cabling between racks of equipment in a vault, including cables to and from combining equipment and antenna feed-through ports, shall be of the solid outer conductor variety. In general, all receive lines within the vault shall be 1/4" diameter, such as Andrews FSJ1-50B or equivalent; all transmit lines within the vault shall be LMR400, LMR600 or equivalent. All feedlines outside the vault, such as between the antenna pigtail and the lightning arrestor plate, shall be at least 1/2" diameter solid-shield cable equivalent to Andrews LDF4-50A HELIAX;

f) RF connectors on transmit cables shall be Type "N" wherever possible unless the particular piece of manufacturer's equipment has another type of connector installed. RF connectors on receive cables MAY be Type "BNC", although Type "N" is highly recommended. Again, if the manufacturer's equipment has another type of connector installed, this type of connector is acceptable for that junction;

g) Tiewraps designed for external use, such as the Panduit "76" series TEFZEL cable tie, or another insulated clamp or strap shall be used to secure transmission lines to towers and/or cable ladders. Rubber "donut"-type hangers such as those manufactured by Microflect are also acceptable to be used to secure transmission lines. **Metal clamps, "wraplock", "Band-It" ties, or similar metal strapping for attaching feedlines to a mounting structure is prohibited at County facilities.**

h) County telecommunications facilities are generally designed to accommodate equipment housed in 7'6" tall open frame relay racks, such as the Chatsworth model 46050-505 rack. Racks shall be fastened to the floor with an approved anchor, and connected to an overhead cable tray via an approved method, such as via a length of Chatsworth 11450-001 framing channel and using "J-bolt" kits. A rack elevation diagram is attached to illustrate how equipment will be housed in the 7'6" rack. Complete/return this diagram with the application form;

i) Most County telecommunications sites have extensive lightning and surge protection systems installed, including lightning arrestor mounting panels. All transmission lines must enter and exit the vault via one of these entry panels using the approved method outlined in the technical requirements of the lease document;

j) All equipment installed in a County telecommunication site must be connected to the site's ground system. Generally, a ground pigtail will be supplied in the cable tray above the equipment rack. All connections to the ground system must be made via compression fittings or bolted joints. "Split-bolt" connectors are unacceptable as junctions;

k) All antenna mounts shall be hot-dip-galvanized, and all mounting hardware shall be either hot-dip-galvanized or stainless-steel. Electro-galvanized or plated material for mounting of antennas is not permissible. The use of aluminum for mounting cross-arms or cross-over plates is allowed.

**TABLE ONE**

<b>FREQUENCY BAND</b>	<b>ISOLATOR REVERSE ISOLATION</b>	<b>BPC ATTENUATION AT FREQUENCY FROM CARRIER</b>
<b>28-54 MHz</b>	15 dB	20 dB at $\pm$ 500 kHz
<b>72-76 MHz</b>	25 dB	20 dB at $\pm$ 600 kHz
<b>136-174 MHz</b>	50 dB	25 dB at $\pm$ 200 kHz
<b>406-470 MHz</b>	50 dB	15 dB at $\pm$ 1 MHz
<b>806-952 MHz</b>	50 dB	20 dB at $\pm$ 2 MHz

# Exhibit A

## APPLICATION FORM REQUEST FOR VAULT SPACE AT COUNTY OF SAN LUIS OBISPO TELECOMMUNICATION SITE

### LEASE TYPE:

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

- Establish New Lease
- Modify Lease (describe specific changes)
- Renew lease (no changes, technical sheets must be completed)
- Renew lease with modification as stated:

\_\_\_\_\_  
\_\_\_\_\_

Lease 4 square feet  
for vault space and related antenna space at PLOWSHARE PEAK (site name)

### POWER:

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.

### FREQUENCY INFORMATION:

Transmit: 170.550 \_\_\_\_\_ Receive: 169.900  
171.550 \_\_\_\_\_ 172.325

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 County. 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 County. Prior to these charges being incurred, a written estimate and acceptance document will be forwarded to the applicant for review and signature.

Applicant: \_\_\_\_\_

By: JERRY HIBBARD

Title: SERVICE AREA TECH, USFS

Date: 3/17/10

### TECHNICAL DATA SHEET:

Site Name: PLOWSHARE PEAK Date: 3-17-2010

Agency: US FOREST SERVICE

Billing information:

Applicant: JERRY HIBBARD  
(name)  
6755 HOLISTER AVE SUITE 150  
(address)  
GOLETA, CA 93117  
(city, state, zip)  
805 961-5783  
(telephone number)

The following technical data is submitted in conjunction with a request for vault space to the County of San Luis Obispo.

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

JERRY HIBBARD  
(Name/Title/Department)  
805 961-5783  
(telephone number)

Date equipment desired to be in operation: 4-1-2010  
Equipment is to operate in the FEDERAL Radio Service.  
FCC call sign of this installation: KME 25. (include copy of FCC license)

Type of operation:

- Base Station
- Mobile Relay
- Microwave Station
- Other \_\_\_\_\_

Amount of 19-inch new rack space required to house equipment: 84 INCHES  
Total amount of 19-inch rack space to be used at this location: 84 INCHES  
(NOTE: Unless otherwise authorized, all electronic equipment is to be mounted in 7'6" aluminum openframe 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
- Rack Space
- Additional space not required  
\_\_\_\_\_ (HxWxD, inches)

Space for battery facilities required, if any, including charger:

- Wall Space
- Floor Space
- Radio Rack
- Not required  
\_\_\_\_\_ (HxWxD, inches)

Maximum power consumption:

TRANSMIT: 200 Watts  
RECEIVE: 20 Watts at

Voltage:

110 Volts AC

12 volts DC

48 volts DC

Other: \_\_\_\_\_

**EQUIPMENT DATA**

Provide data for each piece of equipment to be installed in each vault space. 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:

**TRANSMITTER #1 Power output 100W**

Frequency(s)	170.550
Make and Model	DANIELS MT3

**RECEIVER #1**

Frequency(s)	169.900
Make and Model	DANIELS MT3

**TRANSMITTER #2 Power output 100W**

Frequency(s)	171.550
Make and Model	DANIELS MT3

**RECEIVER #2**

Frequency(s)	172.325
Make and Model	DANIELS MT3

**TRANSMITTER #3 Power output W**

Frequency(s)	
Make and Model	

**RECEIVER #3**

Frequency(s)	
Make and Model	

**TRANSMITTER #4 Power output W**

Frequency(s)	
Make and Model	

**RECEIVER #4**

Frequency(s)	
Make and Model	

**ANTENNA DATA**

Please provide a listing of each antenna desired to be installed at this vault facility. Be sure to show each antenna in the system block diagram on the page provided for that purpose.

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*)
1	N/A, USFS IS USING EXISTING				
2	SLO COUNTY PROVIDED & MAINTAINED				
3	TRANSMITTER ANTENNA COMBINER AND				
4	RECEIVE MULTICOUPLER ANTENNA SYSTEM.				
5					
6					

\* For VHF/UHF 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.

N/A, USFS USING COUNTY OF SLO	
PROVIDED 12V DC POWER, TRANSMIT &	
RECEIVE ANTENNAS -	

**SYSTEM BLOCK DIAGRAM:**

Please provide a block diagram and rack layout 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. Please be sure to label the operating frequency of each piece of equipment in the system, as appropriate.

N/A, INCLUDED IN COUNTY OF SLO SYSTEM BLOCK DESIGN.