

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



SAN BERNARDINO
COUNTY

ORIGINAL

Contract Number

25-178

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	State of California- OES, CHP
Contractor Representative	Kim Tsumura-Dept. of General Services
Telephone Number	(916) 375-4050
Contract Term	April 1, 2025 – March 31, 2030, automatically renewing for three 5-year extensions
Original Contract Amount	\$1,231,649.00
Amendment Amount	\$0.00
Total Contract Amount	\$1,231,649.00
Cost Center	7810001000
GRC/PROJ/JOB No.	89004267
Internal Order No.	
Grant Number (if applicable)	

Briefly describe the general nature of the contract:

This License is for an initial period of five (5) years commencing on April 1, 2025, automatically renewing for three additional 5-year periods, for the Licensee's use of a portion of County's existing rack space within the County-owned equipment shelter and existing antenna space on the County-owned antenna Structure at Bertha Peak South near Big Bear to install and operate Licensee's communication equipment. The County will receive revenue in the initial amount of \$53,329.00 annually for this use.

<p>Approved as to Legal Form</p> <p>▶ Please see signature page John Tubbs II, Deputy County Counsel</p> <p>Date _____</p>	<p>Reviewed for Contract Compliance</p> <p>▶ _____</p> <p>Date _____</p>	<p>Reviewed/Approved by Department</p> <p>▶ Please see signature page Lyle Ballard, Real Property Manager, RESD</p> <p>Date _____</p>
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LICENSE AGREEMENT

WHEREAS, The State of California as licensee, at the direction of the California Highway Patrol (CHP), acting by and through the Director of the Department of General Services (DGS), (hereinafter collectively referred to as ("LICENSEE") and San Bernardino County, hereinafter referred to as ("COUNTY"), desire to enter into this License Agreement ("License") for LICENSEE's use of a certain portion of the COUNTY's existing rack space within the COUNTY-owned equipment shelter and existing antenna space on the COUNTY-owned antenna tower located at the COUNTY's communication site, commonly known as Bertha Peak South Communication Site near ("Site"), for the installation and operation of LICENSEE's communication system equipment; and

WHEREAS, COUNTY is willing to permit said use of a portion of the COUNTY existing rack space within the COUNTY-owned equipment shelter and existing antenna space on the COUNTY-owned antenna structure at the Site subject to certain conditions as more specifically set forth in this License; and,

WHEREAS, portions of the existing rack space within the COUNTY-owned equipment shelter and existing antenna space on the COUNTY-owned antenna structure at the Site to be used by LICENSEE are currently excess to the COUNTY's needs.

NOW, THEREFORE, in consideration of the execution of this License, the parties mutually agree to the following terms and conditions.

I. DEFINITIONS

- 1.1 "License" means this License Agreement and any relevant Documents, including any Exhibits and/or Attachments, all of which are made a part of this License.
- 1.2 "Site" refers individually or collectively to the real property owned or controlled by COUNTY and all the structures thereon, including (i) COUNTY-owned rack space with each rack space defined as space for one (1) EIA Standard 19" wide by 2' deep by 7' tall rack or one-half (1/2) EIA Standard 19" wide by 2' deep by 3 1/2' tall rack along with the use of cable runs; and (ii) COUNTY-owned antenna tower space for the placement of the antenna(s) as may be singularly or collectively approved by COUNTY.
- 1.3 "Licensee's Equipment" (when applicable) refers individually or collectively to the LICENSEE's communication system and related equipment, cabling and antenna(s) at the Site as may be approved by the COUNTY's Innovation and Technology Department (ITD)-Public Safety Communications Division, and as of the commencement date of this License shall mean one rack space within the COUNTY-owned equipment shelter and two (2) antenna spaces on the COUNTY-owned antenna tower, as the LICENSEE'S antennas are set forth in Exhibit "B" of this License, at the Site.

II. LICENSE TO USE

COUNTY hereby gives permission, revocable and terminable as hereinafter provided, to LICENSEE to enter the Site for the purpose of installing and maintaining LICENSEE's Equipment on a portion of rack space in the COUNTY-owned equipment shelter and a portion of antenna tower space on the COUNTY-owned antenna tower at the Site as designed by the County ("Licensed Area"), which Licensed Area consists of three (3) rack spaces for three (3) transmission base stations located within the County-owned equipment shelter at the Site; one (1) Telecom TFC1K Yagi-type antenna; two (2) GPS antennas on the Waveguide Bridge; and two (2) Omni Dipole antennas, located on the County-owned antenna structure as depicted on Exhibit "B" attached hereto and made a part hereof. LICENSEE shall not install any antenna equipment or wave guide cabling or coax antenna cables at the Licensed Area or the Site without the prior written approval of the COUNTY and only upon prior review and approval of LICENSEE's plans, specifications, and structural calculations in support of the loading of COUNTY's antenna tower at the Site. LICENSEE shall not be permitted to use the Site or the Licensed Area for any other purposes, except by prior written permission of COUNTY.

III. LICENSEE EQUIPMENT

3.1 Acknowledgement of Responsibility

LICENSEE acknowledges that the Site is essential to COUNTY's fulfilling its mission of public safety. LICENSEE warrants that it will not disturb or tamper with any COUNTY equipment, nor other COUNTY clients' or users' equipment to include, but not limited to, electronic, electrical, LPG, buildings, towers, grounding systems, antennas, feed lines, etc., at the Site. Exercising all reasonable diligence, LICENSEE warrants that it will take reasonable steps to ensure it will not hamper in any manner, the ability of the COUNTY to fulfill its mission at/through the Site.

LICENSEE shall be liable for all claims, demands, actions, and causes of action founded upon the negligence or otherwise wrongful conduct on the part of any employee or agent of LICENSEE attributable to LICENSEE's installation/maintenance or operation of LICENSEE's Equipment on the Site. Further, LICENSEE shall release, remise, and forever discharge COUNTY of and from any and all claims, demands, actions, and causes of action not based upon the intentional acts or negligence of COUNTY that LICENSEE may acquire by reason of LICENSEE's installation/maintenance or operation of LICENSEE's Equipment on the Site.

3.2 Requirements, Limitations, and Installation Conditions – This License is subject to the limitations, requirements and installation conditions as set forth below:

3.2.1 **Installation:** LICENSEE will observe and require LICENSEE retained contractors and sub-contractors to observe standard safety practices when climbing towers and when installing LICENSEE's Equipment on the Licensed Area as designed by the County. LICENSEE agrees to install, maintain, and operate LICENSEE's Equipment in accordance with the highest standard prevailing in the communications industry. Installation practices and materials are subject to approval of the County's ITD.

3.2.2 **Access:** Access to rack space and any antenna space at the Site is on an escorted basis using COUNTY ITD personnel at the appropriate COUNTY Board of Supervisors approved ITD standard time and material billing rates, on a portal-to-portal basis, in effect at the time of the escort.

LICENSEE must request Site access at least three (3) working days, as defined a COUNTY government work schedule, (and excluding COUNTY holidays and closures) prior to desired access date. After hours are defined as outside the hours of 7:30 A.M. to 5:00 P.M. Pacific Standard Time, and emergency access requests will be billed at the COUNTY's Board of Supervisors approved ITD standard time and material billing rates in effect at the time of the escort.

- 3.2.3 **Equipment Changes:** Changes and modifications to LICENSEE's Equipment that may alter performance of the Site or interfere with communications at the Site are to be approved in writing prior to any installation of LICENSEE's Equipment by the County's ITD Public Safety Communications Division. Upon approval of any changes or modifications to LICENSEE's Equipment Exhibits "A" and "B" of this License, as applicable, shall be amended to reflect a change in authorized equipment. Any revised Exhibits incorporating such change(s) which shall be promptly signed by LICENSEE and returned to COUNTY. Changes and modifications to LICENSEE's Equipment that may alter performance of the Site or interfere with communications at the Site are to be approved in writing prior to any installation of LICENSEE's Equipment by the COUNTY's IT-Public Safety Communications Division.
- 3.2.4 **Power:** COUNTY will install electrical power as needed above each rack to be used by LICENSEE under this License. The cost for labor and materials to perform the installation work will be the responsibility of the LICENSEE, payable by LICENSEE to COUNTY upon invoice. The cost of electrical power once installed is included in the rates payable by LICENSEE pursuant to Section V.
- 3.3 **Additional Controlling Documents** – Site may be subject to leases, master leases, licenses, rights-of-way, grants, use permits, or other controlling agreements (collectively, "Documents") secured by the COUNTY from other governmental or private entities. LICENSEE agrees to be bound by the conditions and covenants of these Documents and is responsible for any related costs that may be incurred directly or indirectly due to LICENSEE's use of its Licensed Area at the Site.
- 3.4 **Maintenance** – The costs of any installation, maintenance, operation, replacement, or removal of the LICENSEE's Equipment shall be at the sole expense of LICENSEE. Contractors providing maintenance or repair services for LICENSEE's Equipment are required to be pre-approved by the COUNTY.
- 3.5 **Interference** – LICENSEE's Equipment shall be located so as not to interfere, physically or electronically, with any of the COUNTY's operations, and any equipment installed previous to LICENSEE's installation by other COUNTY users.

In the event the COUNTY determines or is notified that the operation of the LICENSEE's Equipment caused or is causing interference to transmission and/or reception of any other communications systems in use in the vicinity of the Site, County's Innovation and Technology Department (ITD) shall notify LICENSEE to correct the problem and ensure that immediate efforts commence to cease the interference.

If such interference is not eliminated within a forty-eight (48) hour period, COUNTY shall have the right to terminate this License, remove all or any portion of LICENSEE's Equipment from service, and take whatever immediate steps are necessary to eliminate said interference, including powering off LICENSEE's Equipment without further notification.

IV. EFFECTIVE DATE AND TERMINATION

4.1 Term: This License shall be for an initial term of five (5) years ("Initial Term"), commencing April 1, 2025 ("Commencement Date") and shall terminate March 31, 2030 ("Expiration Date"), unless the COUNTY or the LICENSEE, at the sole discretion of either, terminates the License by giving at least one hundred eighty (180) days prior written notice to the other, provided that any such termination date shall be effective at the end of a calendar month or is otherwise earlier terminated in accordance with any other provision of this License. Neither party shall incur any liability to the other by reason of such termination. Notwithstanding the foregoing, in the event the License is terminated by LICENSEE pursuant to this Section IV but LICENSEE, despite its diligent efforts, requires additional time to remove LICENSEE's Equipment after the effective termination date, upon written request to the COUNTY to be received by COUNTY prior to the effective termination date, COUNTY may, at its sole discretion, opt by express written consent to continue the License for a month-to-month term not to exceed one hundred twenty (120) days after the original effective termination date. During any such month-to-month term, LICENSEE shall pay to COUNTY the then current monthly fee (which shall be calculated by dividing the then current annual license fees as set forth in Section V [but without the Annual Escalator] by 12).

4.2 Option to Extend Term: COUNTY gives LICENSEE the option to extend the term of the License on the same provisions and conditions, for three (3) five (5) year periods ("Extended Terms") following expiration of the Initial Term, which shall automatically renew for each successive extended term provided that at the time of exercise of the applicable option, LICENSEE is not in default with respect to any of the terms, covenants or conditions to be observed or performed by LICENSEE hereunder beyond any applicable notice and cure period.

V. RATES AND PAYMENT TERMS.

5.1 Payment rates and conditions are set forth on Exhibit "A", "San Bernardino County Rack Space and Antenna Space Rates and Payment Terms," attached hereto. Payment shall be due, from legally available funds, in arrears, upon receipt of invoice and payable within sixty (60) days of invoice date.

5.2 No substitution of or additions to LICENSEE's Equipment is permitted **without written pre-approval** of County's ITD. In the event such substitution or additional equipment is approved by the COUNTY, Exhibit "A" of this License shall be amended to reflect a change in LICENSEE's Equipment, in which case, County will provide to LICENSEE a revised Exhibit "A", incorporating such change(s) which shall be promptly signed by LICENSEE and returned to COUNTY. LICENSEE's subsequent invoice shall be adjusted in accordance with the change(s), on a prorated basis, as necessary.

5.3 The rates set forth in Exhibit "A" shall be adjusted on every third anniversary of the Commencement Date of this License during the initial term of this License and any extended term by the "Annual Escalator". The Annual Escalator is defined as three percent (3%) every third year.

VI. AGREEMENT AUTHORIZATION

LICENSEE warrants and represents that the individual signing this License is a properly authorized representative of the LICENSEE and has the full power and authority to enter into this License on the LICENSEE's behalf.

VII. ASSIGNMENT

This License, or any interest therein, including any claims for monies due with respect thereto, shall not be assigned, and any such assignment shall be void and without effect.

LICENSEE reserves the right to substitute other State agencies, and such substitution shall not be considered an event of subletting or assignment pursuant to this clause.

VIII. DEFAULT

If the LICENSEE does not make timely payment of amounts due under this License or breaches any term or condition of this License, COUNTY may declare immediately due and payable the entire unpaid amount, plus all other amounts due hereunder, less any unearned charges. COUNTY may also exercise all rights and remedies of a secure party under the Uniform Commercial Code (or other similar law) of the State of California and pursue any other remedies existing in law or in equity.

IX. INDEMNIFICATION AND INSURANCE

9.1 Indemnification

The LICENSEE agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim except where such indemnification is prohibited by law, to the extent permitted by Government Code section 14662.5. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The LICENSEE'S indemnification obligation applies to the COUNTY'S "active" as well as "passive" negligence but does not apply to the COUNTY'S "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

9.2 Insurance

Lessor understands and agrees to the following:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures.

Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. Seq).

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law

requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.).

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

X. GENERAL TERMS AND CONDITIONS

- 10.1 Permits - LICENSEE is responsible for obtaining and paying any costs of all permits, licenses or approvals by any regulatory bodies having jurisdiction over the uses authorized herein, as appropriate.
- 10.2 Waiver - No waiver of a breach of any provision of this License shall constitute a waiver of any other breach, or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this License shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- 10.3 Validity - The invalidity in whole or in part of any provision of this License shall not void or affect the validity of any other provision.
- 10.4 Captions and Paragraph Headings - Captions and paragraph headings used herein are for convenience only and are not a part of this License and shall not be used in construing it.
- 10.5 Exhibits - All Exhibits attached hereto, if any, are an integral part of this License and are incorporated herein by reference.
- 10.6 Entire Agreement - This License shall constitute the entire agreement between the parties and supersedes all prior negotiations, discussions, and preliminary understanding. This License may be amended as COUNTY and the LICENSEE mutually agree in writing. Any such amendment must be signed/approved by authorized representatives of the COUNTY and LICENSEE. This License shall be governed by the laws of the State of California.
- 10.7 Compliance - This License shall be subject to immediate termination under the following circumstances:
- (a) LICENSEE fails or neglects to comply with any term or condition of this License and LICENSEE has not commenced cure within thirty (30) days after written notice and make good faith efforts to diligently pursue cure to completion; or
 - (b) LICENSEE fails or neglects to comply with any reasonable requirement of COUNTY after thirty (30) days written notice and demand; or
 - (c) LICENSEE fails or neglects to comply with any Documents to which the COUNTY is subject, and LICENSEE has not commenced cure within thirty (30) days after written notice and make good faith efforts to diligently pursue cure to completion .

In the event of such termination, the COUNTY may immediately disconnect all LICENSEE's Equipment. LICENSEE shall, if appropriate, immediately remove any and all of LICENSEE's Equipment from the Site and surrender all rights and privileges under this License. If LICENSEE fails to promptly restore the Site to its former condition, the COUNTY may restore the Site at LICENSEE's sole expense.

- 10.8 Changes and Right to Prioritize – COUNTY reserves the right to make rack and antenna space changes at the Site, and to prioritize or restrict usage as necessary to optimize overall service effectiveness of the Site to the COUNTY and its users without liability to LICENSEE and LICENSEE shall have no claims of liability, damages, or otherwise against the COUNTY.
- 10.9 Notifications - All notices or demands required, or permitted to be given or made hereunder, shall be in writing and shall be deemed duly given upon the date actual delivery to the recipient or the recipient's refusal to accept delivery, if delivery is by hand; OR if delivery is by first class United States mail, postage pre-paid, certified or registered, return receipt requested, OR reputable overnight courier.

Each such notice is to be sent to the respective party at the address indicated below or to any other address or person that the respective party may designate by written notice delivered pursuant hereto:

Licensee: California Highway Patrol
Telecommunications Section
601 North 7th Street, Bldg. C
Sacramento, CA 95811
Office: (916) 843-4200
Email: CHPTelecomLeasing@chp.ca.gov

With a copy to: State of California
Department of General Services
Real Estate Lease Management (7248-001)
707 3rd Street, Fifth Floor
West Sacramento, CA 95605
(916) 375-4172
Email: Leasemanagment@dgs.cs.gov

County: San Bernardino County
Real Estate Services Department
385 N. Arrowhead Ave.
San Bernardino, CA. 92415-0180
Phone: (909) 387-5000
Email: reweb.real@res.sbcounty.gov

With a copy to: San Bernardino County
Innovation and Technology Department
670 E. Gilbert Street, First Floor
San Bernardino, CA 92415-0915
Attn: Administration Services

XI. INNOVATION AND TECHNOLOGY DEPARTMENT AUTHORIZATION

The County's Innovation and Technology Department, through its Chief Information Officer or authorized designee, is authorized to discharge all technical functions ascribed to COUNTY in this License, except those specifically reserved by law to the Board of Supervisors. The County's Real Estate Services (RES) is authorized to administer all other provisions of this License, except those specifically reserved by law to the Board of Supervisors.

XII. FORCE MAJEURE

COUNTY shall not be held liable for any delay or failure in performance of any part of this License from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, strikes, labor disputes, embargoes, epidemics, war, terrorist acts, riots, insurrections, fire, explosions, earthquakes, nuclear accidents, floods, power blackouts, brownouts, or surges, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure product or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

XIII. ELECTRONIC COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

END OF LICENSE AGREEMENT.

IN WITNESS THEREOF, the parties have hereto executed this License on the date set forth below their respective signatures.

COUNTY: **SAN BERNARDINO COUNTY**

► *Dawn Rowe*

Dawn Rowe, Chair, Board of Supervisors

Dated: MAR 25 2025

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By *[Signature]*



LICENSEE: **STATE OF CALIFORNIA**

By ► Trevor Johnson
Digitally signed by Trevor Johnson
Date: 2025.02.24 08:36:05 -08'00'
(Authorized signature - sign in blue ink)

Name: Trevor Johnson

Title: Manager, State Owned Leasing and Development

Consent: CALIFORNIA HIGHWAY PATROL

By ► *[Signature]*
(Authorized signature - sign in blue ink)

Name: J. D. Sacconi

Title: Assistant Chief, Administrative Services Division

Dated: 2/19/2025

Approval Recommended:
DEPARTMENT OF GENERAL SERVICES

By ► *Kimberley Tsumura*
Digitally signed by Kimberley Tsumura
Date: 2025.02.20
(Authorized signature - sign in blue ink)

Name: Kimberley Tsumura

Title: Senior Real Estate Officer, State Owned Leasing and Development

Dated: _____

Approved as to Legal Form
► *John Tubbs II*
John Tubbs II, Deputy County Counsel
Date 1-28-25

Approved
► _____
Date _____

Presented to BOS for Signature
► *Lyle Ballard*
Lyle Ballard, Real Property Manager
Date 1/28/25

EXHIBIT "A"
SAN BERNARDINO COUNTY RACK SPACE AND ANTENNA SPACE
RATES AND PAYMENT TERMS

LICENSE AREA PROVIDED

The following Rack Space and Antenna Space selected by check mark shall be rendered to Licensee under this License:

Three (3) Rack Spaces Fee @ \$15,585.00 per rack per year plus Five (5) antenna spaces for Two (2) Omni-type antennas; two (2) GPS antennas on the waveguide; and Mimomax panel antenna @ \$5,664.00 per year for a total of \$53,329.00, from legally available funds.

Contract Administration Charge* @ \$500.00

** One-time Contract Administration charge, payable upon receipt of first invoice

PAYMENT SCHEDULE

Licensee shall be invoiced as specified by check mark:

Monthly Invoicing: On the last day of each month of the Term.

Annual Invoicing: On January 1 (for period January 1 through December 31st), provided that the first payment due shall be invoiced by COUNTY after mutual execution of this License and payable by LICENSEE within sixty (60) days of the invoice date. Invoices equal to the annual fee schedule listed below, except that the first and last invoice period shall be prorated as necessary; thereafter, the payment is due annually in arrears.

Payments are due upon receipt of invoice and payable within sixty (60) days of invoice date.

CHARGES FOR SERVICES

Equipment Type	No of Units	Rack Space and Antenna Space Charges	Annual Charge
One-Time Contract Administration Charge**			500.00
Rack Space: 3 , Antenna Space 2			
Year 1 April 1, 2025 thru March 31, 2026	5	\$53,329.00	\$53,329.00
Year 2 April 1, 2026 thru March 31, 2027	5	\$53,329.00	\$53,329.00
Year 3 April 1, 2027 thru March 31, 2028	5	\$53,329.00	\$53,329.00
Year 4 April 1, 2028 thru March 31, 2029	5	\$55,995.45	\$55,995.45
Year 5 April 1, 2029 thru March 31, 2030	5	\$55,995.45	\$55,995.45
Total Cost for 3 Rack Spaces and 3 Antenna Spaces for five year period			\$272,477.90

Year 6 April 1, 2030 thru March 31, 2031	5	\$55,995.45	
Year 7 April 1, 2031 thru March 31, 2032	5	\$58,795.22	
Year 8 April 1, 2032 thru March 31, 2033	5	\$58,795.22	
Year 9 April 1, 2033 thru March 31, 2034	5	\$58,795.22	
Year 10 April 1, 2034 thru March 31, 2035	5	\$61,734.98	
Total Cost for 3 Rack Spaces and 3 Antenna Spaces for First Extension period			\$294,116.09
Year 11 April 1, 2035 thru March 31, 2036	5	\$61,734.98	
Year 12 April 1, 2036 thru March 31, 2037	5	\$61,734.98	
Year 13 April 1, 2037 thru March 31, 2038	5	\$64,821.73	
Year 14 April 1, 2038 thru March 31, 2039	5	\$64,821.73	
Year 15 April 1, 2039 thru March 31, 2040	5	\$64,821.73	
Total Cost for 3 Rack Spaces and 3 Antenna Spaces for Second Extension period			\$317,935.15
Year 16 April 1, 2040 thru March 31, 2041	5	\$68,062.82	
Year 17 April 1, 2041 thru March 31, 2042	5	\$68,062.82	
Year 18 April 1, 2042 thru March 31, 2043	5	\$68,062.82	
Year 19 April 1, 2043 thru March 31, 2044	5	\$71,465.96	
Year 20 April 1, 2044 thru March 31, 2045	5	\$71,465.96	
Total Cost for 3 Rack Spaces and 3 Antenna Spaces for Third Extension period			\$347,120.38

EXHIBIT "B"
CHP Authorized Antenna Equipment
Big Bear-Bertha Peak South

One (1) Kreco Co-Axial Antenna 12' long Model Number CO-41HN Tx

One (1) Kreco Co-Axial Antenna 12' long Model Number CO-41HN Rx

One (1) MIMOMAX Repeater antenna with Radome 12dBi 700 Mhz

One (1) 100 Watt Midland radio

One (1) IM panel

One (1) Bote Steer Interface unit

One (1) TAIT RSU

One (1) Jack Field

One (1) Terminal Block

One (1) Zyfer GPS receiver unit

One (1) Newmar Power charger

One (1) AC Power Strip

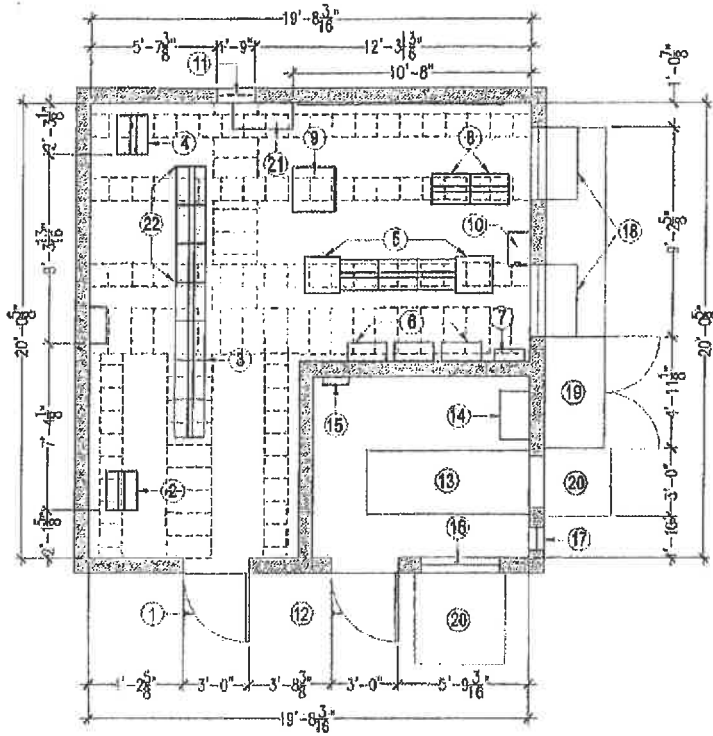
One Power distribution unit

Four (4) Batteries on a Battery Tray

Six (6) Low Band Cavities

Two (2) GPS Antennas

EXHIBIT "B"
Page 2
Rack Space Location
State of California CHP



EXISTING BUILDING SITE PLAN LEGEND:

No.	DESCRIPTION
1	3FT WIDE STEEL DOOR
2	SB COUNTY BATTERY RACK (FT HIGH RACK)
3	VERIZON RACKS (FT HIGH RACK)
4	SB COUNTY RECTIFIER AND BATTERY RACK
5	SB COUNTY 400 MHZ EQUIPMENT RACKS (1-7FT DN & 2-7FT HIGH RACKS)
6	SB COUNTY 600 MHZ EQUIPMENT
7	ELECTRICAL PANEL-8 FED FROM ATS-1 EL PANEL 105486
8	SB COUNTY MICROWAVE EQUIPMENT RACKS (FT HIGH RACKS)
9	72 CABINET
10	GENERATOR
11	FRAME GUIDES ENTRY PORTS (48" x 24")
12	3FT WIDE STEEL DOOR
13	GENERATOR, OSMAN TRIENT L27881G
14	AUTOMATIC TRANSFER SWITCH (ATS-3, EL TRANSFER SW 105486 FED FROM THE GENERATOR AND MAIN SERVICE)
15	ELECTRICAL PANEL FED FROM ATS-1 EL PANEL 105487
16	EXHAUST WINDOW WITH SHUTTERS
17	EXHAUST FAN WITH SHUTTERS
18	AC UNITS
19	ELECTRICAL STEEL CABINET
20	EXHAUST HOOD
21	STEEL CABINET
22	PROPOSED (2) NEW RACKS/DOOR

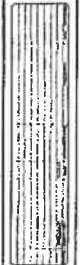
NOTES:

1. MW EQUIPMENT ROOM CEILING HEIGHT = 11' (8.4FT).
2. GENERATOR ROOM CEILING HEIGHT = 10' (8.0FT).
3. CABLE TRAY HEIGHT = 8' (6FT).

BERTHA PEAK MICROWAVE SITE
EXISTING MICROWAVE BUILDING FLOOR PLAN
SCALE 1/8" = 1'-0"



San Bernardino County
 Public Safety
 Communications Division

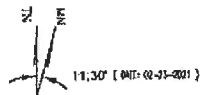


PROJECT: BERTHA PEAK MICROWAVE SITE
 DRAWING: EXISTING MICROWAVE BUILDING FLOOR PLAN
 DATE: 7/1/24
 DRAWN BY: [Name]
 CHECKED BY: [Name]

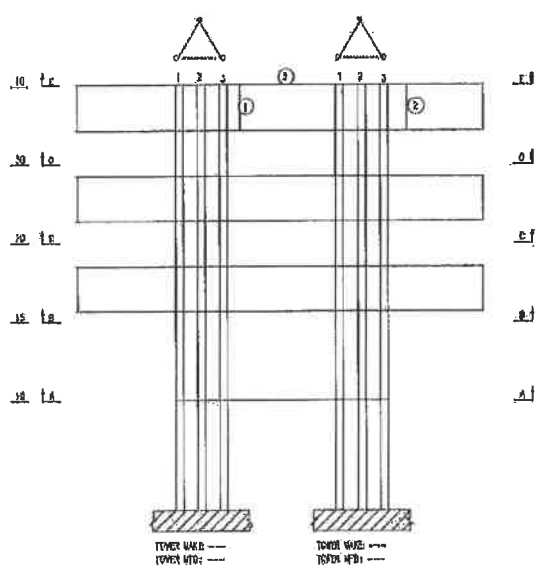
San Bernardino County
 Public Safety
 Communications Division

FIG. 04

EXHIBIT "B"
Page 3
CHP Antenna Locations on the tower



ANT. NO.	AGENCY	FREQUENCY		ANTENNA TYPE	MANUFACTURER	MODEL NUMBER	ANTENNA HEIGHT (FT)			ADJUTED TYP. (FEET)	YEAR INST.	FREQ./NOTE
		TX (MHz)	RX (MHz)				SOFTW. HEIGHT	ANDE SUPPORT	WIND SWAY (FT)			
		1	CHP					82.78	OMN			
2	CHP	22.26		OMN	TRICO	CG-110H	35	12	2		2012	
3	CHP	727.4201	737.4123	PARAL	W/OMN	HW-20-100-512-103	35			120	2012	TS ONLY FOR
4	CHP		157.42	OMN	WATSONWATA (W/1)	CG4125T01	WINDWAVE BRIDGE				2012	CPA-DIFER
5	CHP		157.42	OMN	TORRELE	1701-02	WINDWAVE BRIDGE				2012	CPA-DIF



- NOTES
- * 1. CHANGES IN THIS DRAWING REQUIRES WALT WALKER'S APPROVAL.
 - 2. ONLY CHP ANTENNAS ARE SHOWN ON THE SAN BERNARDINO COUNTY ANTENNA TOWER.
 - 3. CPAs ARE IN A 15' X 15' ARE SQUARES ON ANTENNA BRIDGE.

				BERTHA PEAK (SAN BERNARDINO) ANTENNA SPACE ASSIGNMENT 40' 3x3-LEO TOWER		SHEET NO. 44 DATE 02-18-21 BY NONE 4 OF 1
A: 02/11/21 02-18-21 02				02-18-21 02-18-21 02-18-21		43005-002 A