

AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of September, 2022 between, Heartland Mark, LLC, hereinafter called Lessor, and the COUNTY OF MONTEREY, CALIFORNIA, hereinafter called Lessee.

WHEREAS, Lessor has under its control a certain piece of property described as Assessor's Parcel Number 080-037-006 and;

WHEREAS, Lessee desires to install, operate and maintain a radio transmitter and receiving station at said location for the purpose of extending and improving their two-way radio communication in the area, and;

WHEREAS, Lessor is willing to allow Lessee to occupy such space and operate its radio equipment in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

1. Lessee shall have the right to operate and maintain all equipment including tower and temporary shelter. The shelter shall be properly insured and licensed and proof of such shall be provided annually to Lessor. Lessee shall actively pursue an alternate site (or sites) to replace the Pinball site. Re-location of all equipment, including tower and shelter, shall be a priority.
2. Lessee power consumption for shelter and radio transmitter equipment contained therein shall be included in the lease cost to Lessor and Lessor shall be responsible for payment to utility company. In the event the cost (based on an increase in the per kilowatt, or other rate factor) increases, and results in, a substantially higher monthly bill exceeding the current monthly amount included in the annual lease, the Lessor has the right to request additional monies be added to the annual rent.
3. Lessee shall have the right of access to Lessor's property for the sole purpose of installing and maintaining said radio equipment. All travel over Lessor's property shall be in strict accordance with regulations established by Lessor.

4. Lessee agrees to install, maintain, and operate its equipment in accordance with the Federal Communications Rules and Regulations and in accordance with the highest engineering standards prevailing in the communications industry. In the event said equipment causes interference to any radio or television sets on Lessor's property, it shall be the responsibility of Lessee to eliminate such interference.
5. Lessee agrees to apply for all applicable permits relating to the construction, operation, and maintenance of said radio equipment at Lessee's expense. Lessee shall hold harmless and indemnify the Lessor from all claims and liability arising from/in connection with/omission of said permits.
6. Lessor and Lessee agree that each shall bear its own costs and assume liability for damage to property and injury to persons arising from the negligent acts or omissions of its officers, agents, and employees when acting within the scope of their employment and holds harmless and indemnifies each other from all claims and liability arising from such negligent acts or omissions. Costs for damage and injury arising from acts or omissions of third persons shall be borne by Lessor or Lessee respectively as to its own property. Lessee shall provide proof of self-insurance annually, or as requested by the Lessor.
7. In the event this Agreement shall be terminated by either party in accordance with the terms herein, Lessee shall be allowed and required within a period of sixty (60) days to remove all of Lessee's property, including the building and its contents and antennas and mounting structure.
8. Lessee shall pay to Lessor annually in advance for each fiscal year the sum of \$6000.00 (Six Thousand dollars) (hereinafter "Rent"). For every successive renewal date of the Agreement, on the anniversary of the Agreement, the Rent shall be adjusted annually based on the COLA index (found on ssa.gov site and effective January of each year).
9. Lessee and Lessor shall equally share all expenses relating to the maintenance of said road throughout the duration of this agreement; for any expenses in excess of five thousand dollars (\$5,000) in any one fiscal year the parties shall meet and confer prior to incurring the

expense and agreeing to the maintenance/repair.

10. Lessee shall not keep on the property any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the property or that might be considered hazardous or extra hazardous by any responsible insurance company. Lessee shall hold harmless and indemnify the Lessor from all claims and liability arising from any applicable health related or environmental laws and originating from the operation and or installation of said radio equipment.

11. This agreement shall be automatically self-renewed each year on September 20 of that fiscal year unless amended, changed, or cancelled by either party after giving at least sixty (60) days written notice to the other party prior to the next July otherwise automatic renewal date. In the event of an early termination by either party, no pro-rata lease refund shall be issued to Lessee.

LESSOR:

LESSEE:

By:

Title: Owner

Date: _____

By:

Title:

Date: _____

COUNTY COUNSEL:

DocuSigned by:
Samuel Beiderwell
61542069561440E...

By: Samuel Beiderwell

Title: Deputy County Counsel

Date: 8/22/2022 | 8:34 AM PDT

AUDITOR-CONTROLLER:

DocuSigned by:
Gary Giboney
D3834BFEC1D8449...

By: _____

Date: 8/22/2022 | 8:48 AM PDT

EXHIBIT "A" TO
RADIO COMMUNICATION SITE
LEASE AGREEMENT
LEGAL DESCRIPTION OF PROPERTY
SITE PLAN
EQUIPMENT LIST

Legal Description of Property

The land described herein is situated in the State of California, County of San Luis Obispo, City of Paso Robles, described as follows: That portion of the Northwest ¼ of the Northwest Section 8, lying South of the South line of Inerlake County Road, said property being in Township 25 South, Range 10 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said land, returned to the General Land Office by the Surveyor General.

Excepting 25% of all oil, gas and mineral rights in and to said real property, as reserved in deed dated March 26, 1974 and recorded May 22, 1974 in Book 1780, Page 200 of Official Records.

APN: 080-037-006

Site Plan



..Title

- a. Approve and authorize the Chief Information Officer of the Information Technology Department to sign a non-standard Radio Site Lease Agreement with the Heartland Mark, LLC – Pinball Site commencing September 20, 2022, and automatically self-renew each year on August 31 of that fiscal year unless amended and/or increasing annually based on the Cost-of-Living Adjustment (COLA) index; and
- b. Accept non-standard provisions as recommended by the Chief Information Officer; and
- c. Authorize the Chief Information Officer or designee to execute up to two (2) future amendments, subject to County Counsel review, provided the amendments do not significantly change the scope of work and do not alter the non-standard terms of the Radio Site Lease Agreement.

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Chief Information Officer of the Information Technology Department to sign a non-standard Radio Site Lease Agreement with the Heartland Mark, LLC – Pinball Site commencing September 20, 2022, and automatically self-renew each year on August 31 of that fiscal year unless amended and/or increasing annually based on the Cost-of-Living Adjustment (COLA) index; and
- b. Accept non-standard provisions as recommended by the Chief Information Officer; and
- c. Authorize the Chief Information Officer or designee to execute up to two (2) future amendments, subject to County Counsel review, provided the amendments do not significantly change the scope of work and do not alter the non-standard terms of the Radio Site Lease Agreement.

SUMMARY:

This non-standard Radio Site Lease Agreement between the County of Monterey and Heartland Mark, LLC will permit the County to use space at Assessor’s Parcel Number 080-037-006 location referred to as the “Pinball Site,” which is a vital hub for a radio transmitter and receiver station which allows the Park Rangers to transmit public safety information for the south county while performing their duties as first responders.

DISCUSSION:

The Pinball Site is an existing site with an agreement between Monterey County Parks Department and Hubert Schwab since 2000. Heartland Marks LLC recently purchased the land and require a new agreement. This site is vital as it provides radio coverage for Pinball Hill, Monterey County, and San Luis Obispo County first responders, with an emphasis on stable radio communication for Southern Monterey County.

This non-standard Radio Site Lease Agreement with Heartland Mark, LLC provides public safety and microwave communications for Pinball Hill, Monterey County, and San Luis Obispo County. The Chief Information Officer recommends entering into this Agreement to provide analog two-way radio coverage for all effected first responders, law, fire, and ambulance services.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this agreement.

FINANCING:

The funds have been included in the FY22-23 Approved Budget for the Information Technology Department, ITD 1930, Appropriations Unit INF002. Transactions relating to future fiscal years will be included in each respective Recommended Budget based upon the anticipated utilization of the services.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This radio site will provide critical radio communications for Monterey County and enhance public safety for all first responders and the communities.

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Teresa Meister, Management Analyst, x6938

Approved by: _____
Eric A. Chatham, Chief Information Officer, ext. 6920

Attachment: Radio Site Lease Agreement – Pinball Hill