

**EXTENSION to COMMUNICATIONS VAULT LEASE
BETWEEN COUNTY OF MONTEREY and the State of California, acting by and through the
Director of the Department of General Services (DGS) with the consent of the DEPARTMENT
OF FISH AND WILDLIFE, hereinafter called "LESSEE".**

THIS EXTENSION to COMMUNICATIONS VAULT LEASE dated November 15, 2010 is made and entered into by and between the **County of Monterey**, a political subdivision of the State of California, hereinafter referred to as "COUNTY" AND the State of California, acting by and through the Director of the **Department of General Services (DGS) with the consent of the Department of Fish and Wildlife**, hereinafter referred to as "LESSEE".

WHEREAS, COUNTY and LESSEE entered into a Lease on November 15, 2010 for the purpose of allowing LESSEE to place transmitting and receiving equipment in a County of Monterey site identified as 22RMU's in Rack #6A, and,

WHEREAS, the term of the lease was five years, commencing on July 1, 2010 and terminating on June 30, 2015, with the option to be extended for five (5) additional one-year terms, provided that LESSEE provides notice to COUNTY at least 90 days before the end of the original lease term;

WHEREAS, on February 11, 2015, LESSEE communicated in writing its request to exercise the option to extend the Lease for the five additional one-year renewal terms

WHEREAS, COUNTY and LESSEE wish to extend the Communications Vault Lease to add **five (5) additional one-year terms to the Lease.**

NOW THEREFORE, the COUNTY and LESSEE hereby agree to amend the LEASE in the following manner:

1. Section 4, Term is replaced in its entirety by the following;

The term of this lease is five years and shall commence on July 1, 2015, and shall terminate on June 30, 2020, unless sooner terminated as provided herein. This agreement may be extended for five (5) additional one year terms provided the LESSEE provides notice to the COUNTY at last 90 days before the end of the original lease term. This Lease may be cancelled by either party at any time upon giving written notice to the other party at least sixty (60) days prior to the date when such termination shall become effective..

2. Section 5, Rent, shall be replaced in its entirety by the following

Any and all charges will be based upon established County rates for the respective fiscal year (beginning July 1st and ending June 30th). Rates will be established in January of each year, and rates defined to LESSEE will be no different from those charged to any and all Lessee's. The Information Technology Department (ITD), will provide LESSEE with documentation of rates for the ensuing fiscal year by February 1st of each year.

The rent payment shall be paid by the LESSEE from LESSEE's legally available funds to the County annually in arrears on the last day of the annual lease term. If at any time during the term of this lease, LESSEE fails to submit rental payment to COUNTY within 30 days of the last day of the annual lease term, LESSEE shall be in default and as such give cause for termination of said lease.

Payment shall be made to:

Department of Information Technology
Attn: Finance Department
1590 Moffett Street
Salinas, CA 93905

- 2. A copy of this Extension shall be attached to the original COMMUNICATIONS VAULT LEASE dated November 15, 2010.

IN WITNESS WHEREOF, the parties have executed this EXTENSION on the day and year written below.

MONTEREY COUNTY

LESSEE

Contracts/Purchasing Officer

By: Tony Psihopaidas

Dated:

Tony Psihopaidas, Assistant Chief
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 2/24/16

Deputy Auditor/Controller

By: Stephen Adams

Dated:

Stephen Adams
Printed Name and Title IT Operations Branch Chief

Approved as to Liability Provisions:

Risk Management

Dated: 2/11/2016

Dated:

Approved as to Form:

Deputy County Counsel

Dated:

Site Fee

Description

There are three scenarios of site occupancy managed by the County:

- County owned Site, Tower, and Shelter
- County owned Tower and Shelter on leased property
- County leasing space on Tower and Shelter

Agencies needing radio communications capabilities either in the proximity of the radio communications site location, communications back to 911 Dispatch, and/or communications back to an agency's primary location can have equipment installed at a County radio communications site.

Inclusions

- County network access for County departments
- County telephone network access
- Radio communications for Public Safety, Fire, and Ambulance agencies within the County
- Provision of increased reliability with redundancy

The following categories are factored into the recurring site occupancy costs as applicable:

- Property lease costs if County owns tower but leases the property
- Site lease costs if County leases space at radio communications site from a leasing agency
- Utilities
- Time and material costs for preventative maintenance as well as minor repairs to include:
 - Shelters – lighting, HVAC, generators, fire suppression, electrical
 - Minor road / surface coverings
 - Landscape
 - Minor fence repairs

Exclusions

- One-time costs associated with the design, programming, and installation of equipment for agencies at the radio communications site.
- Major infrastructure repair / replacement

Methodology

Total cost factors include anticipated salaries and benefits of associated ITD staff, applicable external service/supply expense, as well as internal overhead allocation.

Each customer is assigned space which is accounted for by Rack Units (or space associated with a rack even if a rack is not utilized). All are totaled for a Total Rack Unit quantity.

Total costs are divided by total (known) Rack Units to establish a per Rack Unit rate.

The annual charge to each individual customer is based upon the number of Rack Units assigned to each specific customer for the upcoming fiscal year which runs from July 1st through June 30th of each year.

The rate for the Department of Fish & Wildlife for the Mt. Toro lease for the 2015-2016 term is \$3,344.32