



## APPROVAL INDEPENDENT CONTRACT

**Services may not commence until the contract is signed by the Superintendent and/ or the Chief Business Official and a purchase order is processed and approved through the Business Office.**

As initiator of this form attach a vendor contract, statement of work, rate sheet and/or an itemized quote. The Business Office will review all contracts prior to submission to the Superintendent and/ or the Chief Business Official.

**Site/Department:** MOT

**Date(s) of Contracted Service:** 7/1/24 - 6/30/34

**Contractor Name:** County of Monterey

**Cost (not to exceed):** \$2111 (adjusted each year)

**Description of Service:** Lease of communications vault space and towers on Mt Toro for District radio system repeater

### Contract Terms:

☒ **Multi-Year Contract** (if Yes, term): 10 years

☐ **Auto Renewal** (cancellation due) No

☐ **Protected Student Information**

☐ **Technology Related**

☐ **Fingerprinting/ TB required**

☒ **Insurance Required** CUSD Certificate

☒ **Ratified** (To conduct routine business of the District, contracts will be signed by the Superintendent and/ or Chief Business Official, and ratified by the BOE at the next regularly scheduled Board meeting.)

\* The requesting Department is responsible for adding contracts that do not fall within the dollar requirements for ratification, and/ or are not routine business of the district, to the Board agenda for Board approval. These items must first be reviewed by the Business Office.

**Funding Source:** ☒ **District** ☐ **ASB** ☐ **PTO/PTA** ☐ **Other:** \_\_\_\_\_

**Account Code:** 01-0000-0-0000-8200-5900-00-030-7800-0032

**Requisition # :** MOT

**I have read and understand the terms of and approve the attached contract:**

Site/Department Administrator Signature: Dan Paul

05/22/2024  
Date

Reviewed by Technology Department.

NA

\_\_\_\_\_  
initial

Reviewed by C.B.O before added to Board Agenda.

\_\_\_\_\_  
yp

\_\_\_\_\_  
initial

Board Meeting Date: \_\_\_\_\_  
Date

Copy sent to Site/Department: \_\_\_\_\_  
Date

Certified Board Approved:

## SUBLEASE AGREEMENT

### BETWEEN CARMEL UNIFIED SCHOOL DISTRICT AND COUNTY OF MONTEREY REGARDING COMMUNICATIONS VAULT SPACE AND SERVICES

This Sublease Agreement (SUBLEASE) is made between the County of Monterey, acting by and through its Department of Information Technology (“County” or “Sublessor”), and Carmel Unified School District (“CUSD” or “Sublessee”) to provide communications vault space and supporting services to the County at the communications facilities operated by the County described below.

#### RECITALS:

WHEREAS, the County has under its control electronic radio broadcasting facilities located at 18500 Corral Del Cielo Road Salinas, CA 93908 and more particularly described in Exhibit A (“the facilities”); and

WHEREAS, the County operates a communications vault at the facilities and wishes to make shelving space in that communications vault, as well as other services that facilitate radio communications, available to CUSD; and

WHEREAS CUSD intends to move or has already moved, its telecommunications equipment into the communications vault at the facilities and wishes to receive, or already has received, communications services from the County;

WHEREAS, the parties wish to enter into this SUBLEASE in order to clarify their respective roles and responsibilities regarding the County’s provision of shelving space at the facilities and communications services to CUSD;

THEREFORE, the parties agree as follows:

**1. Facilities Description.** As used in this SUBLEASE, “facilities” refers to a communications vault and associated radio towers operated by the County, located at 18500 Corral Del Cielo Road Salinas, CA 93908, known as Mount Toro, Upper Site, and more particularly described in Exhibit A.

**2. Area/Services.** The County agrees to provide to CUSD an exclusive area, measured in rack mount units (RMUs), of communications vault space at the facilities, as specifically described in Exhibit B. The County further agrees to provide CUSD with additional services such as associated antenna position(s) on the facilities tower, electrical power supply, and access to the facilities, as specifically described in Exhibit B.

**3. Use.** CUSD shall use the facilities solely for the purpose of operating and maintaining the telecommunications equipment specifically described in Exhibit B (“electronic equipment”), for installing and operating improvements, and for operating and maintaining such other radio transmitting and receiving equipment as the County may from time to time consent to, in writing. CUSD shall operate its electronic equipment in accordance with the technical specifications set forth in Exhibit B.

#### **4. Term.**

**(a)** The term of this SUBLEASE is ten (10) years and shall commence on July 1, 2024, and shall terminate on June 30, 2034, unless sooner terminated as provided herein.

**(b)** This SUBLEASE may be canceled by either party at any time upon providing sixty (60) days advance written notice to the other party. Upon providing a termination notice to the County, or upon receiving termination notice from the County, CUSD shall remove its electronic equipment and improvements from the facilities by expiration of the sixty (60) day notice period.

(c) Nothing in this paragraph restricts the County's right to remove CUSD's electronic equipment and/or improvements earlier than sixty (60) days as otherwise provided for in this SUBLEASE.

(d) Termination of this SUBLEASE does not terminate CUSD's duty to defend, indemnify and hold the County harmless, CUSD's obligation to maintain sufficient insurance, nor CUSD's obligation to repair and replace any damage to the County's facilities and telecommunications equipment, as provided in this SUBLEASE.

## **5. Charges.**

(a) CUSD shall pay charges to County based upon established County rates for each fiscal year, defined as beginning on July 1st and ending on June 30th. Rates will be established by County based upon an equitable allocation of known and projected customer occupation and usage.

(b) To determine cost allocation for each fiscal year, County will confirm with CUSD its intention to utilize communications vault space and receive communications services pursuant to this SUBLEASE, or to discontinue this SUBLEASE, before December 1st preceding the upcoming fiscal year. County will establish rates for the upcoming fiscal year in January preceding the upcoming fiscal year.

(c) By February 1st preceding the upcoming fiscal year, County will provide CUSD with documentation of rate calculations, using the methodology described herein, for the upcoming fiscal year, as well as CUSD's specific charges for the upcoming fiscal year. The rate charged to CUSD will reflect CUSD's pro rata share of prior and projected customer occupation and usage of the facilities and its receipt of communications services.

(d) Beginning July 1, 2024, through June 30, 2025, the charges owed by Lessee shall be in the annual amount of two thousand one hundred eleven (\$2111) due upon execution of this SUBLEASE. If at any time during the term of this SUBLEASE, CUSD fails to timely submit charges due, CUSD shall be in default and as such shall give cause for termination of this SUBLEASE and removal of its electronic equipment and/or improvements.

(e) CUSD shall be invoiced for additional incidental site related fees as such fees are incurred. Fees shall include but are not limited to: purchased radio shop parts, telecom equipment, ITD telecom labor, and ITD radio labor. Payment of invoices is due within 30 (thirty) days of receipt by CUSD.

(f) Payment of charges shall be made, without deduction or delay, to:

Department of Information Technology  
Attention: Finance  
1590 Moffett Street  
Salinas, California 93905

(g) Once received by County, the charges described in this paragraph are nonrefundable. In the event of termination of this SUBLEASE by either party, no reimbursement or refund of charges paid will be made by the County.

## **6. Default and Right of Removal.**

(a) In the event of CUSD's breach of any covenant of this SUBLEASE, the County shall provide CUSD with written notice thereof.

(b) If defaults are not cured within thirty (30) days after written notice from the County to CUSD, the County may, in its sole discretion, remove CUSD's electronic equipment and/or its improvements from the facilities. In addition to this right of removal upon notice, the County may remove CUSD's electronic equipment and/or its improvements from the facilities without notice, if in the County's sole discretion, immediate removal is necessary to protect the facilities from damage, to preserve the health and safety of its employees, agents and/or the general public, or to otherwise preserve the functionality of the facilities.

**7. Holdover and Renewal.** Any holding over after the expiration of the term of this SUBLEASE, with the consent of the County, expressed or implied, shall continue to be subject to all the terms and conditions of the expired SUBLEASE.

## **8. Standards.**

(a) CUSD agrees to install, maintain, and operate its electronic equipment and improvements in accordance with established technical standards and laws governing the use of electronic radio or telecommunications equipment.

(b) CUSD shall install and maintain its electronic equipment and improvements in a neat and workmanlike manner and shall conform in all respects to fire, safety, and construction standards deemed applicable to such installation by the County, to the County's satisfaction.

(c) CUSD shall, at its sole cost and expense, comply with the requirements of all County, municipal, state, and federal statutes, laws, ordinances, and regulations now in effect, or which may become effective, pertaining to the facilities and CUSD's use of the facilities, to CUSD's installation and operation of improvements, and to CUSD's receipt of communications services from the County.

(d) CUSD shall display the appropriate license from the appropriate federal regulation agency on its electronic equipment and improvements.

## **9. Elimination of Electronic Interference.**

(a) CUSD shall ensure that its installation and operation of its electronic equipment and improvements does not in any way hinder, obstruct, or interfere with the County's radio or electronic equipment or its communications capability, or the radio or electronic equipment or communications capability of any other user of the facilities.

(b) In the event that the County determines, in its sole discretion, that CUSD's installation or operation of its electronic equipment or improvements in any way hinders, obstructs, or interferes with the County's radio or electronic equipment, or the radio or electronic equipment of other users of the facilities, CUSD shall, upon receipt of either oral or written notification from the County, immediately correct or cease the interfering installation or operation.

(c) In the event of CUSD's inability or refusal to eliminate such interference, the County may, in its sole discretion, take action to stop the operation, transmission or use of CUSD's electronic equipment or improvements in order to continuously eliminate such interference.

(d) Any interference and compatibility testing required to cease radio interference with the County's radio or electronic equipment, or the radio or electronic equipment of other users at the facilities; any removal of or changes to CUSD's installed electronic equipment to eliminate such interference; and any installation of new equipment by CUSD to eliminate such interference shall be made by a qualified technical person, representing and retained by CUSD.

(e) During an emergency incident, if CUSD's electronic equipment or improvements interfere with the County's or other facility user's radio or electronic equipment or communications, the County may in its sole discretion require immediate removal of or cessation of operation, transmission, or use of County's electronic equipment or improvements without advance notice. If CUSD fails to do so, the County may, in its sole discretion, take action to stop the operation, transmission, or use of the CUSD's electronic equipment or improvements in order to eliminate said interference.

(f) All costs associated with the elimination of interference with the County's radio or electronic equipment, or the radio or electronic equipment of other users at the facilities, shall be borne solely by CUSD.

(g) The County is not responsible for, and shall not be held liable or accountable for, any radio interference emanating from sources external to the facilities.

#### **10. Replacement/substitution of electronic equipment.**

(a) If CUSD's electronic equipment or improvements are destroyed by acts of nature, or if CUSD otherwise seeks to replace or substitute such equipment or improvements, CUSD may replace them with electronic equipment or improvements of the same general type so long as they (1) meet or exceed the technical specifications of its original equipment and improvements, (2) occupy no additional physical space, and (3) consume no additional electrical power.

(b) CUSD shall notify the County in advance of its intent to install such replacement or substitute equipment or improvements, shall obtain the County's consent, and shall notify the County of the date that the replacement or substitution is completed.

#### **11. Sublet Clause and Changes in Use.**

(a) CUSD shall not transfer or assign this SUBLEASE, and shall not sublet, license, or permit the facilities to any other entity or individual.

(b) CUSD shall not cause or permit any change to its electronic equipment installed in the facilities, including power outputs and changes in the use of the frequencies described in Exhibit B, except upon making a written request to the County for each transaction, and obtaining the County's prior written consent.

(c) Should CUSD require a change in equipment, power outputs, or changes in frequencies after the beginning of the date of this SUBLEASE, then all costs associated with the County's engineering reviews required to accommodate CUSD's changes will be invoiced by the County, and will be due and payable by CUSD upon invoicing.

#### **12. Access to the Facilities.**

(a) Only CUSD and its properly qualified and authorized agents, employees, contractors, and servants shall have the right of access to the facilities.

(b) If CUSD's electronic equipment or improvements are operated or maintained by anyone other than CUSD's regular employees, the admission of such persons to the facilities shall be permitted only upon the express prior consent of the County.

#### **13. Rights Reserved by the County.**

(a) The County reserves the right to use the facilities in any manner, including but not limited to, the right to construct, place, maintain, use, operate, repair, replace, alter, and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks; the right to use the facilities for grazing purposes; the right to grant easements over, across, upon and under the facilities; and the continuous right of ingress and egress to and from the facilities. The County will exercise these rights in such manner as to avoid creating unreasonable interference with CUSD's exercise of the rights granted by this SUBLEASE.

(b) Rights granted to CUSD pursuant to this SUBLEASE are subject to all valid and existing contracts, Subleases, licenses, easements, encumbrances, and claims of title, which may affect the facilities. This SUBLEASE is subject to all existing easements and rights of way. The County further reserves the right to grant public utility easements as may be necessary and CUSD hereby consents to the granting of any such easement.

(c) No priority or other rights shall attach to the CUSD's use of any particular space in the facilities. The County shall have the right at any time, upon giving notice thereof, to re-assign or re-allocate the amount or location of space for CUSD's electronic equipment and improvements. In the event that a space re-allocation is made, the CUSD shall, within sixty (60) days of receipt of notice from the County, remove or relocate its electronic equipment and improvements in conformity with the County's reassignment or reallocation.

**14. Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered to:

For CUSD:

Carmel Unified School District  
Attention:  
P.O. Box 222700  
Carmel, CA 98922

For County:

Department of Information Technology  
Attention: Radio Manager  
1590 Moffett Street  
Salinas, California 93905

Advisement of a change of the above information shall be given by written notice.

**15. Prohibited Uses.** CUSD shall not commit, suffer, or permit any waste upon the facilities, nor act to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the facilities for any illegal purposes.

#### **16. Improvements and Modifications.**

(a) CUSD shall, at its sole expense, have the right from time to time during the term of this SUBLEASE to improve the facilities in a manner consistent with the purposes of this SUBLEASE, including but not limited to, the installation, operation, maintenance, or removal of electronic equipment, provided that any such improvement or equipment shall be constructed, installed or removed in such a manner as not to impair the County's or other users' transmissions from the facilities.

(b) CUSD shall submit plans for the construction or enlargement of any improvement to the County in advance of such construction or enlargement, and its plans shall be subject to written approval by the County. The County will not unreasonably withhold such approval.

(c) CUSD shall seek County approval of any changes, alterations, or substitutions of its electronic equipment, which approval will not be unreasonably withheld. Upon receiving County approvals for plans and installations, CUSD shall notify County thirty (30) days before the installation.

(d) CUSD shall, at its sole expense, have the right from time to time during the term of this SUBLEASE to connect wires and equipment to lines adjoining the facilities. As otherwise provided in this SUBLEASE, all such connection work done by CUSD on the facilities shall be done in conformity with applicable technical standards, laws, and regulations; shall in no way impair the County's or other users' transmissions from the facilities; and may only occur upon County's prior written consent.

(e) In improving the facilities as permitted by this paragraph, CUSD shall keep the facilities free from any and all liens and charges on account of labor or materials used in or contribution to any work thereon.

#### **17. Disposition of CUSD's Improvements.**

(a) All improvements constructed on and all other improvements placed on the facilities or its appurtenances by CUSD, and all wires, equipment, and other property placed in, upon, or under the facilities or its appurtenances by CUSD, shall remain its property and shall be removed by CUSD, at its sole expense, within sixty (60) days after expiration of the term of this SUBLEASE, or other termination as provided by this SUBLEASE.

(b) Should CUSD fail to remove its improvements as provided, County may do so and all costs and expense of such removal shall be paid by CUSD on demand.

(c) Notwithstanding these provisions, upon termination of this SUBLEASE, CUSD may, with the written consent of County, abandon in place any and all electronic equipment and improvements, whereupon title to such electronic equipment and improvements shall vest in County.

#### **18. Condition of Improvements.**

(a) CUSD accepts the facilities as being in good order, condition, and repair; accepts the facilities in "as is" condition; and agrees that on the last day of the term of this SUBLEASE, or sooner termination of this SUBLEASE, CUSD will surrender the facilities to County in the same condition as when received, excepting only reasonable use and wear and damage by acts of nature.

(b) During the term of this SUBLEASE, CUSD shall not call on County to make any repairs or improvements to the facilities and CUSD shall keep the same in good order and condition at its own expense.

**19. Taxes.** CUSD agrees to pay all lawful taxes, assessments, or charges which at any time may be levied by any public entity upon any interest created by this SUBLEASE. CUSD further agrees to pay all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment and property placed by CUSD in and about the facilities.

**20. Access Road.** County makes no guarantee or representation regarding the condition of the unpaved road to the facilities and CUSD understands and acknowledges that this road may, from time to time, become impassable due to weather, natural disaster, or wear-and-tear. Regarding the use of said access road, CUSD agrees to the following conditions and terms:

(a) CUSD shall utilize the access road through its authorized agents, employees, contractors, or servants only to the degree it is necessary to access the facilities.

(b) CUSD shall use the access road at its sole risk and avoid traveling upon it to the greatest extent practicable at times when weather conditions are such that excessive damage to the road surface may result from such use. CUSD shall, its expense, promptly repair any abnormal or excessive road damage caused by its use, including such road surface protective features as water drains, berms, or culverts.

(c) CUSD shall place no locks on gates on access roads or on fencing surrounding the facilities such that they impede access and passage to the facilities by others.

(d) CUSD agrees that its employees, properly qualified and authorized agents, contractors, servants and sub-contractors CUSD's agree to travel the roads accessing the communication sites in a prudent manner, speed not to exceed 15 miles per hour, and to leave all gates open or closed, locked or unlocked, as in the same condition when encountered.

## **21. Force Majeure.**

(a) If either CUSD or County shall be delayed or prevented from the performance of any act required under this SUBLEASE by reason of fire, lightning, windstorm, flood, earthquake, explosion, collapse, aircraft or other vehicle damage, or other casualty or Act of God, the performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

(b) In the event of such occurrence or occurrences, County may elect, in its sole discretion, to terminate this SUBLEASE or to reconstruct or to repair the facilities, and upon completion of such reconstruction or repair, to afford CUSD vault space and services that are substantially the same as previously provided. In effecting reconstruction or repair of the facilities, County may require CUSD to remove, dismantle, or rearrange its electronic equipment, at CUSD's cost, or may, in its sole discretion, take action to remove, dismantle, or rearrange CUSD's electronic equipment. In effectuating reconstruction or repair of the facilities, County may interrupt or cease CUSD's radio communications of the facilities.

(c) CUSD shall supply emergency standby power service as specifically described in Exhibit B.

(d) Nothing in this paragraph shall excuse CUSD from prompt payment of any charge required of it by this SUBLEASE.

**22. Vacating the Facilities.** CUSD shall, on the last day of the term of this SUBLEASE, or sooner termination, peaceably and quietly leave, surrender, and yield up the facilities to County in good order, condition, and repair, excepting only reasonable use and wear and damage by acts of nature.

## **23. Losses/Insurance/Damages.**

(a) County will not be responsible for losses or damage to CUSD's property, equipment or materials; for losses or damage to CUSD's business operations or communications capacity; or for personal injury or other damage to County's employees, agents or contractors, occurring for any reason whatsoever. Such risk of loss will be borne solely by CUSD. All such losses shall be reported to County immediately upon discovery.

(b) Accordingly, CUSD shall make no claim of any nature against County alleging damage to CUSD's business operations, to its electronic equipment or improvements, or to any other property right whatsoever. CUSD shall make no claim alleging personal injury to its agents, employees, or contractors by cause whatsoever. CUSD shall make no claim of any nature against County alleging County interference with its communications due to County's operation of the facilities, due to use of the



facilities by any other user or tenant, or due to County's oversight of use of the facilities by any other user or tenant.

(c) These limitations on County responsibility for or liability to CUSD except only damage arising from, or out of the sole negligence or willful misconduct of County's agents or employees in the course of their employment.

(d) County will not insure CUSD's electronic equipment or improvements against fire, casualty, business interruption, or any other type of risk or damage whatsoever. Procurement of such insurance, if any, is CUSD's sole responsibility and at CUSD's sole expense.

(e) CUSD will compensate, reimburse and make County whole for any damage it or its electronic equipment cause to the facilities, for any interference CUSD or CUSD's equipment causes to County's radio communications, and for interference with the radio communications of other users of the facilities. This obligation includes CUSD's duty to repair and to replace County's existing radio communications equipment and improvements at the facilities if they are damaged or destroyed by any of CUSD's activities arising out of this SUBLEASE.

#### **24. Hazardous Waste.**

(a) CUSD agrees that it will comply with all laws, federal, state, or local, applicable during the term of this SUBLEASE pertaining to the use, storage, transportation, and disposal of any hazardous substance, as that term is defined in such applicable law. In the event that County should incur any liability, cost or expense, including attorney's fees and costs, as a result of CUSD's illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, CUSD shall indemnify, defend, and hold harmless County and its agents, employees and contractors against such liability.

(b) If CUSD is subject to the issuance of a government order directing it to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by CUSD, CUSD shall be responsible for all costs and expenses of complying with such order.

(c) In the event CUSD incurs liability in connection with hazardous substance contamination at the facilities which occurred before the date that it maintained any electronic equipment or improvement at the facilities, County shall hold harmless, indemnify, and defend CUSD from such pre-existing liabilities.

**25. Indemnification of County.** CUSD agrees to defend, indemnify and save County and its officers, agents, and employees harmless from any loss, damage, or liability which may arise from the exercise by CUSD of any of the rights granted by this SUBLEASE, and from all claims, demands and causes of action that may be brought against County, its successors, employees, agents, or assigns, caused by, arising out of, or in any way connected with the exercise by CUSD of any of the rights granted by this SUBLEASE, except those arising out of the sole negligence or willful misconduct of the County's agents or employees in the course of their employment. CUSD shall reimburse County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which it is obligated to defend, indemnify, and hold County harmless under this SUBLEASE. This duty to indemnify survives the termination of this SUBLEASE and continues until the expiration of statute of limitations applicable to any claim that is or might be brought against County.

**26. Insurance.** Without limiting CUSD's duty to indemnify County, CUSD shall furnish to County, by filing with County's contract administrator and County's Contracts/Purchasing Division, certificates of insurance demonstrating the following coverages, written on an occurrence basis, which is provided by a company acceptable to County and authorized to transact insurance business in the State of California:

(a) Commercial General Liability Insurance, including coverage for Bodily Injury and Property Damage, Personal Injury, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000.00 per occurrence and Fire Legal Liability of at least \$100,000 naming the County, its officers, agents, employees as additional insureds;

(b) Business Automobile Liability coverage with a combined single limit for Bodily Injury and Property Damage of at least \$500,000.00 per occurrence;

(c) Workers Compensation Insurance with Employer Liability Limits of at least statutory limits of \$1,000,000.00 each person, \$1,000,000.00 each accident, and \$1,000,000.00 each disease.

(d) County shall provide County with endorsement pages for both Business Auto and General Liability, naming the County as additional insured and to include primary and non-contributory language. Such endorsements shall provide that CUSD's insurance is primary to any insurance or self-insurance maintained by County and that County's addition as an additional insured to CUSD's insurance will not result in any claim for contribution by County's insurance to a loss covered by CUSD's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

(e) The certificates of insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County. CUSD agrees that the insurance herein provided for shall be in effect at all times during the term of this SUBLEASE and survives termination of this SUBLEASE, extending through the expiration of the statute of limitations on any claims that are or might be brought against County. In the event said insurance coverage expires at any time or times during the term of this SUBLEASE, CUSD agrees to provide County at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one (1) year. In the event CUSD fails to keep in effect at all times the insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this SUBLEASE.

(f) If CUSD is self-insured, CUSD shall provide County with written acknowledgement of this fact at the time of the execution of this SUBLEASE and shall demonstrate, to County's satisfaction and in its sole discretion, self-insured coverage equivalent to the amounts and types of coverage set forth above. If at any time after the execution of this SUBLEASE, CUSD abandons its self-insured status, it shall immediately notify County of this fact and shall comply with the terms and conditions of this paragraph of this SUBLEASE.

(g) County shall not be liable for the payment of any premiums or assessments on the insurance coverage required by this SUBLEASE. The cost of the insurance coverage required by this SUBLEASE is to be borne solely by CUSD.

**27. Entire Agreement.** This SUBLEASE and all attached Exhibits constitute the entire agreement between County and CUSD. No prior written or prior contemporaneous or subsequent oral promises or representations shall be binding.

**28. Severability.** If any term, covenant, condition, or provision of this SUBLEASE is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

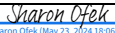
**29. Mutual Consent.** Notwithstanding anything herein contained to the contrary, this SUBLEASE may be terminated, and the provisions of the SUBLEASE may be altered, changed, or amended by mutual written consent of the parties hereto.

**30. Amendments and Modifications.** No amendment, modification, or supplement to this SUBLEASE shall be binding on either party, unless it is in writing and signed by the party to be bound by the modification.

**31. Section Headings.** All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provisions of this SUBLEASE.

**32. Binding.** The terms of this SUBLEASE and covenants and agreements herein contained shall apply to and shall bind and insure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

**33. Essence of Time.** Time is of the essence for each and all of the provisions, covenants, and conditions of this SUBLEASE.

<b>County of Monterey:</b>		<b>Carmel Unified School District:</b>
		 <small>Sharon Ofek (May 23, 2024 15:06 PDT)</small>
By: Eric A. Chatham		By: Sharon Ofek,
<b>Chief Information Officer</b>		<b>Superintendent</b>
Date:		Date: May 23, 2024
<b>COUNTY COUNSEL</b>		
By: Samuel Beiderwell		
Deputy County Counsel		
Date:		
<b>AUDITOR-CONTROLLER</b>		
By:		
Deputy Auditor Controller		
Date:		

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF**  
**COMMUNICATION SITE LEASE #7**

Certain real property situate in the County of Monterey, State of California, described as follows:

Being a portion of the Northwest 1/4 of Section 23, Township 16 South, Range 3 East, Mount Diablo Base and Meridian, more particularly described as follows:

Commencing at a monument disk stamped "VACA NO2 1930" located in the Southeast 1/4 of Section 15 of said township and range said monument bears South  $56^{\circ}06'04''$  West, 55.57 feet from a monument disk stamped "VACA NO1 1930" also located in said Southeast 1/4 of Section 15; thence

- a) South  $53^{\circ}58'54''$  East, 2,633.75 feet to a point in said Northwest 1/4 of Section 23 and being the POINT OF BEGINNING; thence
- 1. North  $59^{\circ}06'50''$  East, 27.46 feet; thence
- 2. Easterly 57.95 feet along the arc of a tangent curve to the right having a radius of 80.00 feet, through a central angle of  $41^{\circ}30'12''$ ; thence
- 3. Southerly 41.91 feet along the arc of a non-tangent curve to the right having a radius of 59.82 feet (a radial bearing to the center point of said curve bears South  $56^{\circ}21'15''$  West), through a central angle of  $40^{\circ}08'33''$ ; thence
- 4. Westerly 126.76 feet along the arc of a non-tangent curve to the right having a radius of 46.08 feet (a radial bearing to the center point of said curve bears North  $68^{\circ}42'59''$  West), through a central angle of  $157^{\circ}36'53''$  to the POINT OF BEGINNING.

Containing 4,789 square feet or 0.11 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

**END OF DESCRIPTION.**

PREPARED BY:  
WHITSON ENGINEERS



11/11/2022

RICHARD P. WEBER P.L.S.  
L.S. NO. 8002  
Job No.: 4563

DATE



EXHIBIT B  
RADIO COMMUNICATION SITE SUBLEASE AGREEMENT  
EQUIPMENT LIST

- **Radio System(s):** Kenwood TDR-850 Repeater
  - Space Occupied = 3 Rack Mount Units (RMU)
  
- **Tower Space Occupied:** Repeater system uses site shared antenna system
  - Transmitter Antenna = shared UHF Master Transmit Combiner
  - Receiver Antenna = shared UHF Master Receive Distribution
  
- **Primary Electrical Power Supply:** Site provided DC battery bank
  
- **Emergency Back-up Electrical Power Supply:** Site provided generator






# County of Monterey - MOT

Final Audit Report

2024-05-24

Created:	2024-05-23
By:	Kendall Perkins (kperkins@carmelunified.org)
Status:	Signed
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