

**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 COMUNICATIONS 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 Psichopoulos

Dated: _____

Tony Psichopoulos, Assistant Chief
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 2/24/16

Deputy Auditor/Controller

By: Stephen Adams

Dated: _____

Stephen Adams, IT Operations Branch Chief
Printed Name and Title

Approved as to Liability Provisions:

Risk Management

Dated: 2/11/2016

Dated: _____

Approved as to Form:

Rebecca M. Encino
Deputy County Counsel

Dianah Neff 4/26/16
Dianah Neff Date
Director, Information Technology

Dated: April 20, 2016

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

COMMUNICATIONS VAULT LEASE

This Lease, dated this 15th day of November, 2010, for reference purpose only, is made by and between the County of Monterey acting by and through its Department of Information Technology, hereinafter called "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 Game (DFG)**, hereinafter called "LESSEE".

RECITALS:

WHEREAS, the COUNTY has under its control radio electronic broadcasting facilities located in the County of Monterey, known as Mount Toro, and more particularly described as follows; and

WHEREAS, the COUNTY intends to make said real property available for lease as a telecommunications facility; and

WHEREAS, the LESSEE intends to move, or has moved, its telecommunication equipment into the constructed facility developed by County;

THEREFORE, the parties agree to the following:

WITNESSETH:

1. Property Description. A communications facility located on **Mount Toro** at 36° 31' 51" North Latitude and 121° 36' 49" West Longitude and at a ground elevation of about 3424.37 feet.

2. Area. COUNTY does hereby lease to LESSEE and LESSEE does hereby rent from COUNTY an exclusive area of approximately: three (3) square feet of radio vault space, one (1) rack, together with two (2) associated antenna positions on the tower, hereinafter called "Premises."

3. Use. (a) The Premises shall be used during the term stated in Section 4 solely for the purpose of constructing, operating, and maintaining a telecommunications facility for broadcast, receiver(s), and/or repeater(s) as described in Exhibit A, and all facilities necessary thereto and such other transmitting and receiving equipment as COUNTY may from time to time consent to in writing and for no other purposes.

(b) The LESSEE shall, at its sole cost and expense, comply with all of the requirements of all Municipal, State, and Federal statutes, laws, ordinances, and regulations now in effect, or which may become effective, pertaining to the Premises.

(c) The LESSEE shall not be responsible in any manner for the maintenance and repair of the equipment of COUNTY within the facilities provided by COUNTY.

4. Term. The term of this Lease is five years and shall commence on **July 1, 2010**, and shall terminate on **June 30, 2015**, unless sooner terminated as provided herein. This agreement may be extended for five (5) additional one-year terms provided that LESSEE provides notice to the COUNTY at least 90 days before the end of the original lease term. This Lease may be canceled 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.

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5. **Rent.** The first rental payment is due within thirty (30) days of execution of this lease, and thereafter due and payable in arrears during the term of this lease. Beginning July 1, 2010 and each year thereafter during the remaining term of this lease, rent shall increase 5% percent over the rent payable in the preceding year.

The rental schedule is as follows:

<u>Term</u>	<u>Payment Amount</u>
7/01/2010 – 6/30/2011	\$ 3,500.00
7/01/2011 – 6/30/2012	\$ 3,675.00
7/01/2012 – 6/30/2013	\$ 3,858.75
7/01/2013 – 6/30/2014	\$ 4,051.69
7/01/2014 – 6/30/2015	\$ 4,254.27

The rent shall be made payable to:

Department of Information Technology
Attn: Assistant Director of Telecommunications
1590 Moffett Street
Salinas, California 93905

If, at any time during the term of this Lease, LESSEE fails to submit rental payments to LESSEE shall be in default and as such give cause for termination of said lease.

6. **Default.** LESSEE shall pay said rent without deduction, default, or delay. In the event of a breach of any of the other covenants herein contained on the part of LESSEE to be kept and performed, provided such default continues for thirty (30) days after written notice from COUNTY to LESSEE of such default, it shall be lawful for COUNTY to reenter upon and to take possession of the Premises and to remove all persons, property and improvements from the Premises. In the event that COUNTY terminates this Lease pursuant to this paragraph, COUNTY shall not be required to pay LESSEE any sum or sums whatsoever.

7. **Holdover and Lease Renewal.** Any holding over after the expiration of the said term of this lease, with the consent of the COUNTY, expressed or implied, shall be deemed a tenancy from month to month, and shall otherwise be subject to all the terms and conditions of the expired lease.

8. **Standards.** LESSEE agrees to install, maintain, and operate its electronic equipment in accordance with the specific site standards and any other statutes pertaining to the use of electronic equipment. In the event that LESSEE's installation or operation in any way hinders, obstructs, or interferes with the radio or electronic equipment of COUNTY, or any tenant at said site, LESSEE shall, at its sole cost and expense, and upon receipt of written notification, cease the interfering installation or operation.

9. **Elimination of Electronic Interference.** (a) If such hindrance, interference, or obstruction in Section 7 of this lease is not eliminated, or does not fully cease within thirty (30) days after receipt by LESSEE from COUNTY of a notification of its existence, COUNTY shall have the right to order cessation of LESSEE's equipment as may be necessary to continuously eliminate said interference. In the event of LESSEE's inability or refusal to eliminate such interference, COUNTY may at its option immediately terminate this agreement and evict LESSEE.

(b) Any interference and compatibility testing required hereunder for radio interference with other equipment at the Premises, of such equipment installed, or changes to that equipment, shall, at the sole cost of LESSEE, be made by a qualified technical person representing LESSEE.

(c) Any interference of the COUNTY electronic equipment during an emergency incident will require LESSEE, in cooperation with COUNTY, to use best efforts to remedy any actions or omissions on

LESSEE's part to resolve the emergency situation as soon as possible. Any electronic interference caused by LESSEE's equipment or operations to COUNTY's operations shall be resolved as soon as possible by LESSEE and, in COUNTY's discretion, after a reasonable amount of time that has been allowed for LESSEE to remedy the cause of the interference to COUNTY's operations, and such interference continues, LESSEE agrees to immediately cease such interfering operations.

10. Compliance with Statutes. (a) The installation and maintenance of the radio equipment of LESSEE shall be performed in a neat and workmanlike manner and shall conform in all respects to the fire, safety, and construction standards deemed applicable to such installation by the COUNTY, and be satisfactory to COUNTY. LESSEE shall, at all times, comply with the statutes, laws, ordinances, and regulations of any competent government authority which are applicable to the operation and maintenance of such radio equipment.

(b) If LESSEE's improvements or equipment are destroyed by acts of nature, LESSEE may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment, and that occupies no more physical space, and that consumes no more electrical power. LESSEE shall immediately notify COUNTY of such items and the date that the replacement is completed.

11. Sublet Clause and Change in Use. (a) LESSEE shall not transfer, nor assign, this lease, and shall not sublet, license, permit, or suffer any use of the leased Premises or any part thereof, or lease space in any building, or tower, constructed on said land, or provide radio equipment for the use of others.

(b) LESSEE shall not cause or permit any change of any equipment installed by LESSEE in such Premises, including power outputs or changes in the use of the frequencies described in Exhibit A, except upon making a written request to COUNTY for each transaction, and obtaining of COUNTY's prior written consent thereto. Should LESSEE require a change in equipment, power outputs, or changes in frequencies, after the beginning of the date of this lease, then all costs associated with the COUNTY's engineering reviews required to accommodate LESSEE's changes, will be invoiced by COUNTY, and will be due and payable by LESSEE upon invoicing.

(c) LESSEE shall display on each piece of equipment the appropriate license from the federal regulation agency.

12. Access to Premises. Only the LESSEE, its properly qualified and its authorized agents, employees, contractors, and servants, shall have the right of ingress to and egress from said Premises. If communication equipment of LESSEE is operated or maintained by anyone other than its regular employees, the admission of such persons to said site shall be permitted only upon the express consent of COUNTY having first been obtained.

13. Rights Reserved By County. (a) COUNTY reserves the right to use the real property involved (not including real property installed, erected, or constructed by LESSEE) 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, to use for grazing purposes, to grant easements over, across, upon and under said real property, and the continuous right of ingress and egress from any portion(s) of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to LESSEE.

(b) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances, and claims of title, which may affect said property. This Lease is subject to all existing easements and rights of way. COUNTY further reserves the right to grant additional public utility easements as may be necessary and LESSEE hereby consents to the granting of any such easement. The public utility will be required to reimburse LESSEE for any damages caused by the construction work on the easement area.

(c) No priority or other rights shall attach to the use of any space in COUNTY's building or on said site. 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 communication equipment for the use of LESSEE, the COUNTY, or anyone claiming under it. In the event that a space re-allocation is made, LESSEE shall, within sixty (60) days of receipt of notice thereof, remove or relocate its equipment in conformity with said re-allocation.

14. Notices. All notices or other communications required or permitted hereunder, shall be in writing and shall be delivered by certified mail to:

Department of Information Technology
Attn: Assistant Director of Telecommunications
1590 Moffett Street
Salinas, California 93905

Notice of a change of address or facsimile number shall be given by written notice. Failure to provide notice will be deemed to constitute a lack of notice.

15. Prohibited Uses. LESSEE shall not commit, suffer, or permit any waste on the Premises or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the leased Premises for any illegal purposes.

16. Fire and Casualty Damages. COUNTY will not keep improvements which are constructed or installed by LESSEE under the provisions of this Lease insured against fire or casualty, and LESSEE will make no claim of any nature against COUNTY by reason of any damage to the business or property of LESSEE in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the COUNTY in the course of their employment.

17. Hazardous Waste. (a) LESSEE agrees that it will comply with all laws, either Federal, State, or local, existing during the term of this Lease pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event COUNTY or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LESSEE's illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LESSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.

(b) Where the LESSEE is found to be in breach of this provision due to the issuance of a government order directing the LESSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LESSEE or any person acting under LESSEE's direct control and authority, LESSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by COUNTY in connection with or in response to such government order.

(c) In the event a government order is issued naming the LESSEE or the LESSEE incurs any liability, during or after the term of the Lease, in connection with contamination which pre-existed, the LESSEE's obligations and occupancy under this Lease or which were not caused by the LESSEE, the COUNTY shall hold harmless, indemnify, and defend the LESSEE in connection therewith and shall be solely responsible as between LESSEE and COUNTY for all efforts and expenses therefore.

18. Improvements and Modifications. LESSEE shall at its sole cost and expense, have the right from time to time during its tenancy of the Premises to:

(a) Improve the Premises in a manner consistent with the purposes of this agreement as set forth in Paragraph 2 hereof, including but not limited to, the installation, operation, maintenance, or removal of said communication equipment, provided that any such improvement or equipment shall be constructed or installed in such manner as not to impair visibility from any other improvement located on or near the Premises under control of the COUNTY or anyone claiming under it, and provided further that plans for the construction or enlargement of any improvement shall be submitted to COUNTY in advance of such construction or enlargement, and shall be subject to written approval by COUNTY. COUNTY will not unreasonably withhold such approval, and such approval shall not constitute approval of any radio or electronic equipment installed or to be installed by terms and conditions of this agreement; LESSEE shall notify the COUNTY thirty (30) days prior to the actual installation.

(b) Furnish, install and use in, upon, and under, and to remove from the Premises such wires, equipment and other property of whatsoever kind and nature as LESSEE deems necessary consistent with the purpose of this agreement as set forth in Paragraph 2 hereof; and;

(c) Connect such wires and equipment to lines adjoining the Premises. All work done by LESSEE on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances, and regulations, and shall in no way impair visibility from any other improvement or installation of the COUNTY or anyone claiming under it, and provided further that the Premises shall be kept free from any and all liens and charges on account of labor or materials used in or contribution to any work thereon.

19. Disposition of Lessee's Improvements. All improvements constructed on and all other improvements placed on the Premises or its appurtenances by LESSEE, and all wires, equipment and other property placed in, upon, or under the Premises or its appurtenances by LESSEE shall remain the property of LESSEE and shall be removed by LESSEE, at its sole cost and expense, within sixty (60) days after termination of LESSEE's tenancy of the Premises, but should LESSEE fail to do so within sixty (60) days after termination, COUNTY may do so at the risk of LESSEE, and all cost and expense of such removal as aforesaid shall be paid by LESSEE on demand; provided, however, upon said termination of LESSEE's tenancy LESSEE may, with the written consent of COUNTY, abandon in place any and all of said improvements, whereupon title to said improvements as abandoned by LESSEE shall vest in COUNTY.

20. Condition of Improvements. (a) LESSEE accepts the Premises as being in good order, condition, and repair, unless otherwise specified herein, and agrees that on the last day of the term, or sooner termination of this Lease, to surrender up to COUNTY the Premises, with any appurtenances or improvements therein, in the same condition as when received, reasonable use and wear thereof and damage by act of God, excepted.

(b) LESSEE shall not call on COUNTY to make any repairs or improvements on the Premises and LESSEE shall keep the same in good order and condition at its own expense.

(c) LESSEE is aware of the current condition of the Premises and accepts the Premises in "as is" condition.

21. Access Road. COUNTY hereby makes no representation regarding ingress and egress rights to the Premises via the access road that serves Mount Toro. Regarding the use of said access road, LESSEE agrees to the following conditions and terms.

(a) LESSEE shall exercise said right through its authorized agents, employees, contractors, or servants whenever it is necessary for them, or any of them to have access to LESSEE's facilities, now or hereafter located on Mount Toro.

(b) LESSEE shall use said road at its sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use, and further, LESSEE shall, at 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) In the event that locked gates are placed in fences now or hereafter crossing said road, LESSEE shall provide locks in such a manner that the gates may be used without disturbing the locks of others.

22. Vacating the Premises. LESSEE shall, on the last day of said term or sooner termination of this agreement, peaceably and quietly leave, surrender, and yield up to COUNTY, all and singular, the Premises in good order, condition, and repair, reasonable use and wear thereof, and damage by acts of nature, excepted.

23. Indemnification of County. LESSEE does hereby agree to indemnify and save COUNTY, its officers, agents, and employees, harmless from any loss, damage, or liability to the extent legally permissible by Government Code Section 14662.5 et seq. which shall be caused by or may arise from the exercise by LESSEE of any of the rights herein granted, and from all claims, demands, and causes of action that may be brought against LESSEE, its successors, or assigns, caused by, arising out of, or in any way connected with the exercise by LESSEE of any of the rights herein granted, except those arising out of the sole negligence of the COUNTY.

24. Losses. COUNTY will not be responsible for losses or damage to personal property, equipment or materials of LESSEE and all losses shall be reported to COUNTY immediately upon discovery.

25. Emergency Power. COUNTY shall supply and LESSEE shall receive emergency standby power service from COUNTY's generator in said vault during any interruptions to the regular electric service. COUNTY shall not, however, undertake to supply said emergency standby service except when the same shall be required for use by COUNTY. COUNTY also makes no guarantee as to the reliability of such generator standby service.

26. Taxes. The LESSEE agrees to pay all lawful taxes, assessments, or charges which at any time may be levied by any public entity upon any interest in this agreement or any possessory right which LESSEE may have in or to the Premises or the improvements thereon by reason of LESSEE's use or occupancy thereof or otherwise as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment, and property owned by LESSEE in and about said Premises. It is further understood that this Lease may create a possessory interest subject to property taxation and LESSEE may be subject to the payment of property taxes levied on such interest.

27. Insurance. LESSEE shall furnish a certificate of insurance issued to COUNTY with amounts of Commercial General Liability of at least \$1,000,000 per occurrence and Fire Legal Liability of at least \$100,000 naming the County of Monterey, its officers, agents, and employees as additional insured.

It is agreed that COUNTY shall not be liable for the payment of any premiums or assessments on the insurance coverage required by this Section 27. The certificate of insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY. LESSEE agrees that the insurance herein provided for shall be in effect at all times during the term of

this Lease. In the event said insurance coverage expires at any time or times during the term of this Lease, LESSEE 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 LESSEE 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 Lease upon the occurrence of such event.

If LESSEE is self-insured, LESSEE shall provide COUNTY with written acknowledgement of this fact at the time of the execution of this Lease. If at any time after the execution of this Lease, LESSEE abandons its self-insured status, LESSEE shall immediately notify COUNTY of this fact and shall comply with the terms and conditions of the above provision of this paragraph of this Lease.

28. Entire Agreement. This Lease and all attached Exhibits constitute the entire agreement between COUNTY and LESSEE. No prior written or prior contemporaneous or subsequent oral promises or representations shall be binding. This Lease shall not be amended or changed except by written instrument signed by authorized representatives of the parties hereto.

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

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

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

32. Force Majeure. If either LESSEE or COUNTY shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, governmental restrictions, regulations, or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), 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. Nothing in this clause shall excuse LESSEE from prompt payment of any rent, taxes, insurance, or any other charge required of LESSEE, except as may be expressly provided in this Lease.

33. 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 provision of this Lease.

34. Binding. The terms of this Lease and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

35. Essence of Time. Time is of the essence for each and all of the provisions, covenants, and conditions of this agreement.

In WITNESS WHEREOF, this agreement has been executed by the parties as of the date first written below.

COUNTY OF MONTEREY

STATE OF CALIFORNIA

Approved By: [Signature]
Name: Virgil E. Schwab
Title: Director of Information Technology
Date: 7 FEB 11

Department of General Services

By: [Signature]
Name: TONY PSIHOPALDAS
Title: MANAGER STATE OWNED LEASING
Date: 01/12/11

Approved By: [Signature]
Name: David C. Dalby
Title: Assistant Director of Telecommunications
Date:

Department of Fish and Game

By: [Signature]
Name:
Title:
Date:

Approved as to Form:

By: [Signature]
Traci A. Kirkbride, Deputy County Counsel
Date: 11/15/10

Executed by Contracts/Purchasing Officer:

By: [Signature]
Michael R. Derr
Date: 1-24-11

Approved as to Fiscal Provisions:

By: [Signature]
Gary Giboney, Chief Deputy Auditor-Controller
Date: 1-16-11

RISK MANAGEMENT
COUNTY OF MONTEREY

Approved as to Liability Provisions/
INSURANCE LANGUAGE

By: [Signature]
Steven Matck, Risk Manager
Date: 1-21-11

ENTERED

JAN 24 2011

KA

EXHIBIT A
Equipment Data for
Department of Fish and Game: Mt Toro

SITE NAME: Mt Toro
SITE LOCATION: Monterey County
LATITUDE: 36° 31' 51" North
LONGITUDE: 121° 55' 15" West
GROUND ELEVATION: 3424.37 Feet

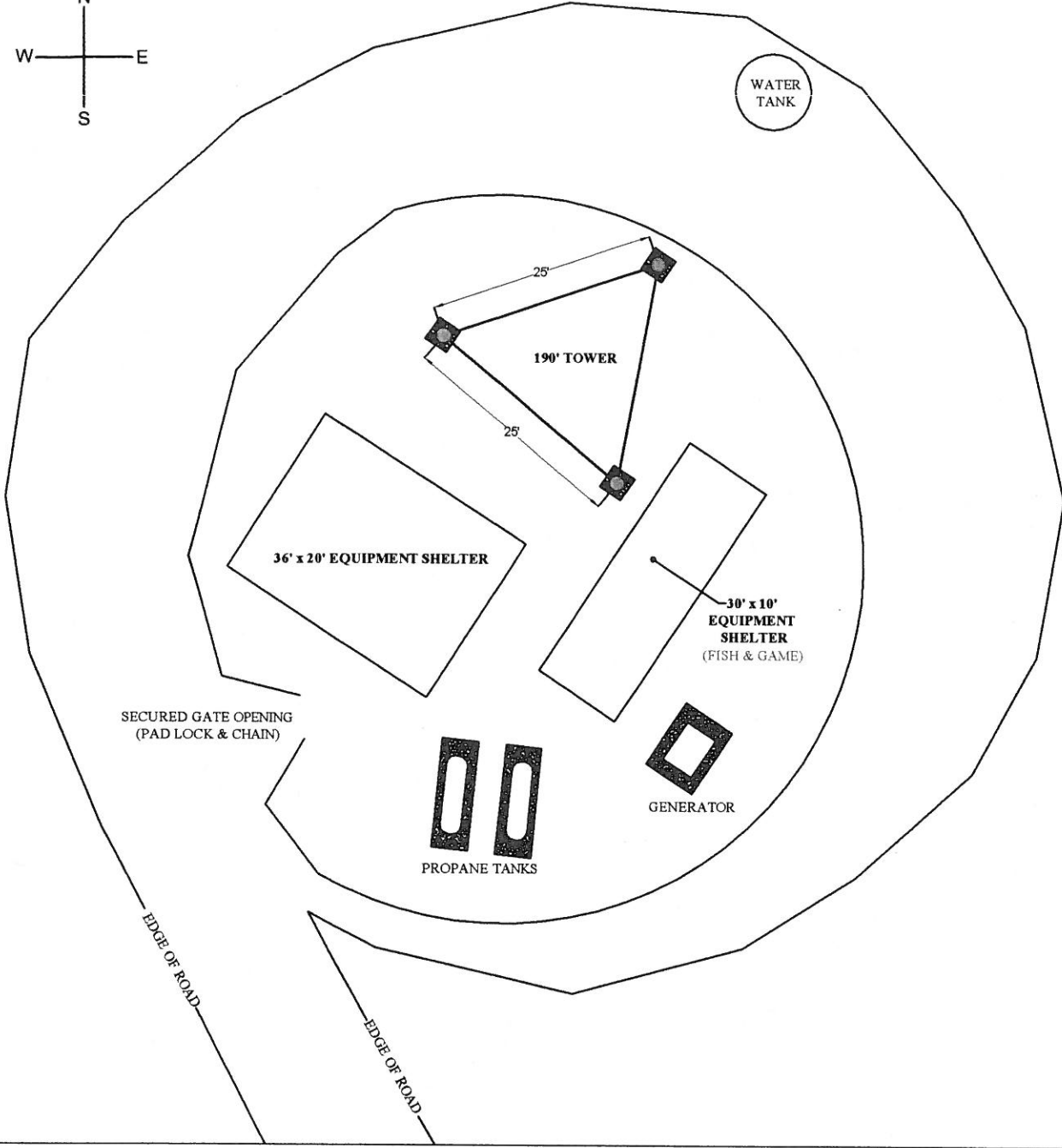
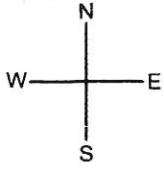
VAULT SPACE

Fish and Game Rack 6A: Motorola MSR 2000
TX: 151.415
RX: 159.435

TOWER SPACE

Antenna Type: TX: 4-Element DIPOLE VHF Sinclair 210C4
Locale: Bottom elevation 110 feet high on South Leg
Top elevation 130 feet high on South Leg

Antenna Type: RX: 4-Element DIPOLE VHF Sinclair 210C4
Locale: Bottom elevation 184 feet 6 inches high on South Leg
Top elevation 205 feet 6 inches high on South Leg



MOUNT TORO SITE PLAN
N.T.S.

P:\IT\MontereyCounty\004\01-1-10\monterey\00-Drawings\00-Adhoc\00-CM\0400-C\0400-1\0400-1.dwg

DESIGNED	
DRAWN	T. MONTOYA 8/30/2010
CHECKED	
REVISED	REV#

DWG SCALE: AS NOTED

FOR INTERNAL USE ONLY

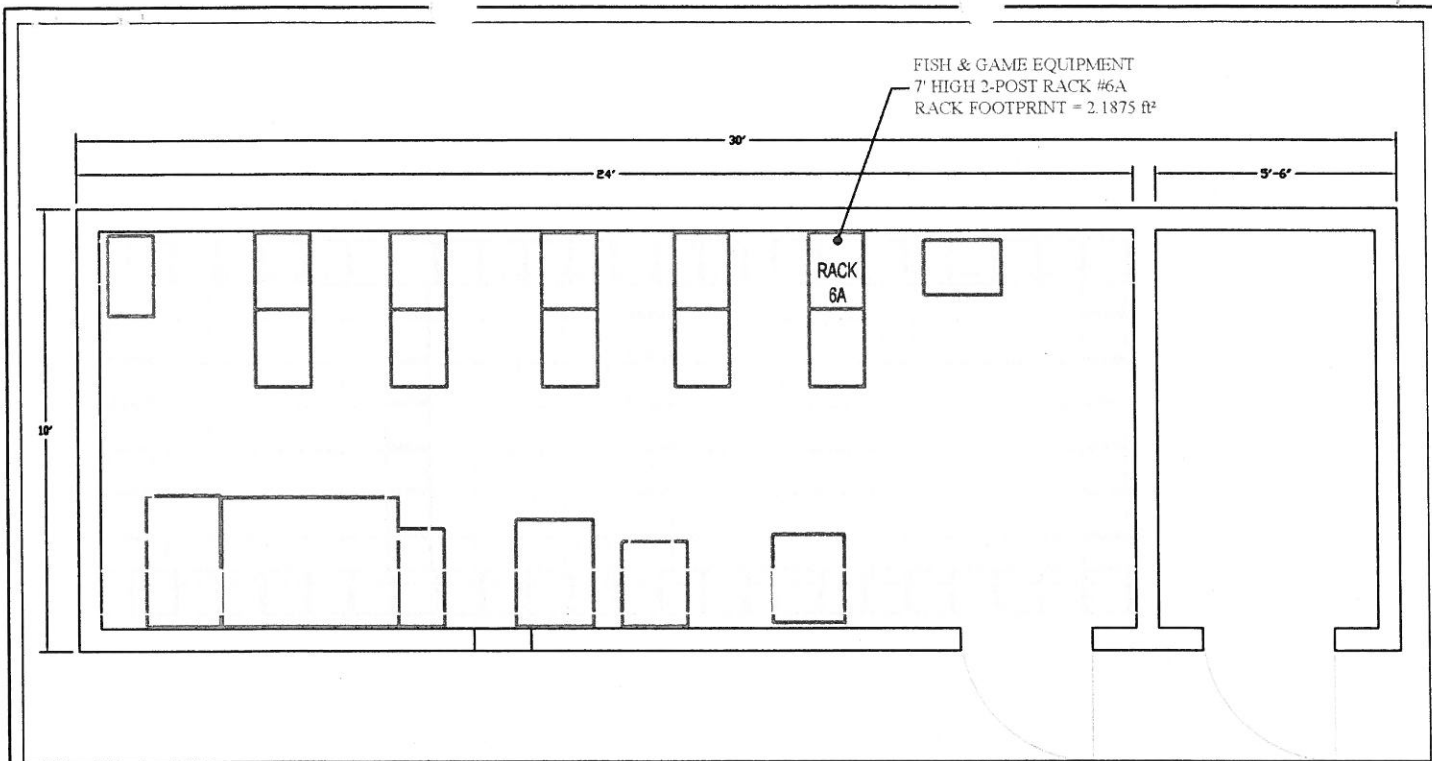
PROJECT TITLE

**MOUNT TORO
-FISH & GAME SYSTEMS-**

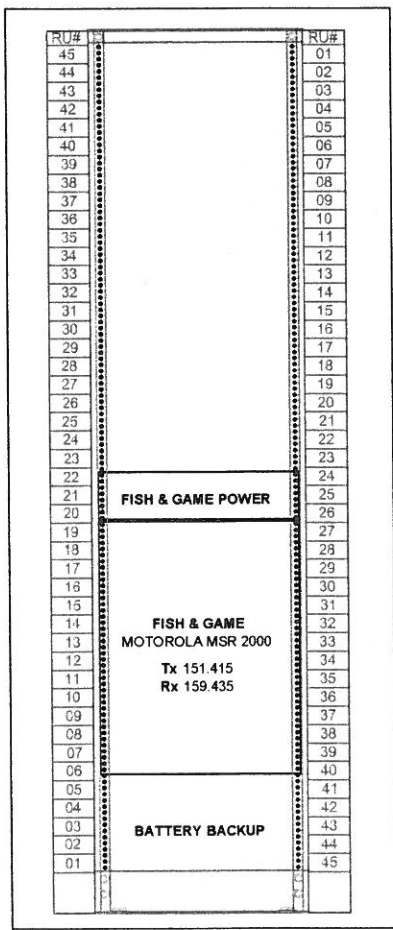


COUNTY OF MONTEREY ITD
COMMUNICATIONS ENGINEERING
 1590 MOFFETT STREET SALINAS, CA. 93905-3342
 PH: (831) 796-6433 FAX: (831) 759-6910

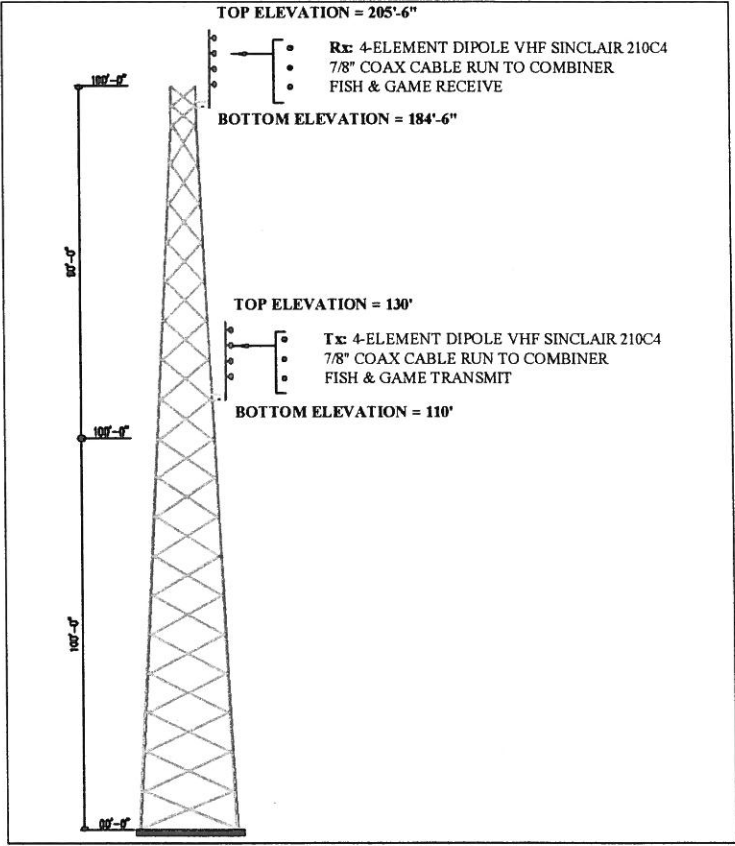
SHEET:
1 of 2



MOUNT TORO VAULT LAYOUT
N.T.S.



EQUIPMENT RACK #6A LAYOUT
N.T.S.



190' TOWER SOUTH-LEG DETAIL
N.T.S.

DESIGNED _____
 DRAWN T. MONTOYA 8/30/2010
 CHECKED _____
 REVISED _____ REV# _____

DWG SCALE: AS NOTED
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**SHEET:
 2 of 2**