

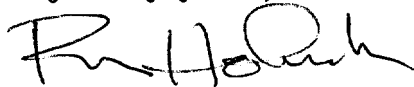
page two/Agenda: January 12, 1999
Space and Tower Land Agreement

nificant modification. County staff very much appreciate this collaborative effort with the city that represents the best in joint public sector work.

It is therefore recommended that your Board:

1. Approve the agreement with the City of Watsonville for the allocation of space for radio equipment and adjacent land for the County's radio tower, at a first year's adjusted annual cost of \$1,800;
2. Authorize the General Services Director to execute the agreement; and
3. Appropriate funds for the contract in Index 303200, Sub Object 3810 (Technical Services Division).

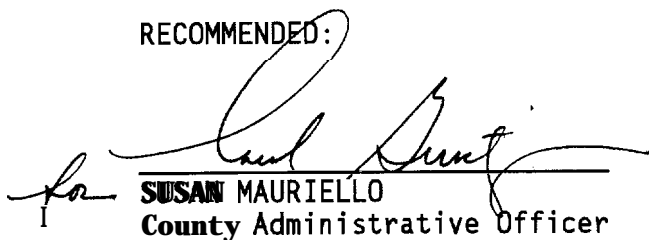
Very truly yours,



Roy Holmberg
Director

RKH/NCG

RECOMMENDED:



SUSAN MAURIELLO
County Administrative Officer

attachment: ADM29 and agreement

cc: County Counsel
G. Smith, Watsonville City Administration

file/rad0112



County of Santa Cruz

GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073

(831) 454-2718 FAX: (831) 454-2710 TDD: (831) 454-2123

ROY HOLMBERG, DIRECTOR

January 3, 1999

Agenda: January 12, 1999

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, California 95060

Approval of Radio Equipment Space and Tower Land Agreement

Dear Members of the Board:

The County and City of Watsonville have had in place a space agreement for the placement of a radio tower for public safety radio equipment which is located on city property. This agreement, in place since the early 1970s with the advent of 9-1-1 in Santa Cruz County, has expired. The purpose of today's report is to seek your Board's approval for a new agreement that incorporates both the continued space allocation for the County tower as well as the addition of housing space for associated County public safety radio equipment.

The allocation of space both at the city's building (airport fire station) and adjacent land will ensure the continuity and coordination of public safety radio services for both County and city agencies. The attached agreement is for an initial term of ten years, with the possibility of two separate five year extensions. Cost of the agreement in the first year is \$1,800 for both the station space and tower land. Funds are available in the current fiscal year within the Technical Services Division budget (Index 303200/subobject 3810). The negotiated cost of the agreement increases on a scheduled basis each year for the term of the potential twenty year term. The Watsonville City Council has approved the terms of the agreement before you today at their December 8, 1998 meeting.

Allocation and use of the city's space by the County is cost effective in that the County will not need to create a new, separate site at a cost in excess of \$200,000, and the maintenance and infrastructure currently in place can continue without sig-

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

127

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: General Services - Technical Services Division (Dept.)

[Signature] (Signature) _____ (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz - General Services (Agency)
and City of Watsonville 215 Union St Watsonville, CA 95076 (Name & Address)
2. The agreement will provide for space allocation for equipment and radio tower on city property
3. The agreement is needed to ensure public safety radio communications
4. Period of the agreement is from date of approval to June 30, 1999; initial ten year
5. Anticipated cost is \$ first year \$1,800; then see contract schedule (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: continuing contracts list: ten year agreement with two separate 5 year extensions
7. Appropriations are budgeted in 303300 (Index#)(Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and will be encumbered. Contract No. 81770 Date 1/4/99
GARY A. KNUITSON, Auditor - Controller
By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
_____ to execute the same on behalf of the _____
_____ (Agency).

Remarks:

_____ (Analyst)

County Administrative Officer
BY [Signature] Date 1-5-99

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. • White
Auditor-Controller • Blue
County Counsel • Green *
Co. Admin. Officer • Canary
Auditor-controller • Pink
Originating Dept. • Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____
_____ 19 _____ BY _____ Deputy Clerk

Agreement between the City of Watsonville and the County of Santa Cruz regarding the use of space at the Watsonville Fire Station (Station Two) and adjacent land for a radio tower located at the Watsonville Airport.

This agreement is made between the County of Santa Cruz and the City of Watsonville in the interests of ensuring the availability and continuity of public safety radio communications.

Effective _____, the County of Santa Cruz (hereafter referred to as COUNTY) and the City of Watsonville (hereafter referred to as CITY) do agree to the following:

1. CITY agrees to allocate to the COUNTY the non exclusive use of space for placement and installation of COUNTY radio equipment (including an existing radio tower) at Watsonville Fire Station 2 and adjacent land located behind the fire station at the Watsonville airport as delineated in the inventory and diagram (Attachment 1). COUNTY will update inventory and diagram as changes are made.

2. Space allocation for COUNTY will accommodate the placement and installation and use of mounting brackets, hardware, cables and antennae. Space allocation includes any necessary facility modifications for environmental control (i.e. ambient temperature requirements for equipment operational warranties) at Station 2.

3. Except for routine maintenance, COUNTY shall not modify, alter, relocate, add to or remove any equipment without prior written approval from CITY. Such approval shall not be unreasonably withheld. COUNTY shall give CITY reasonable time to evaluate a change-in-use request. In the event of an emergency, County shall be permitted to replace and repair its antenna without written approval, as long as the replacement equipment is identical in operation to those existing prior to said emergency and COUNTY notifies CITY of said changes.

4. COUNTY retains sole responsibility for all costs associated with the installation and ongoing maintenance of COUNTY antenna and equipment and materials. After installation, no change in equipment location shall be made without prior written approval and acceptance between COUNTY and CITY; such approval shall not be unreasonably withheld.

5. COUNTY (employees, agents and officers) shall have full and unimpaired access (ingress and egress) to the premises at all times for repair, maintenance and installation of COUNTY equipment. Persons entering site and/or tower must be able to present identification and evidence of need upon request of CITY employees or agents. COUNTY agrees that keys to gates, building, and other locks required to enter site and building shall not be duplicated without prior permission of CITY.

6. COUNTY agrees that their radio equipment shall not cause any radio interference or desensitization of CITY or Federal Aviation Administration (FAA) equipment. COUNTY agrees to promptly take all precautions and assume all costs necessary to eliminate such radio interference or desensitization which is the sole result of COUNTY action.

7. COUNTY and CITY agree to license, install and operate equipment which will operate on frequencies licensed by the Federal Communications Commission in consultation with each other.

8. COUNTY shall permit CITY to locate public safety communications antenna on the COUNTY's tower. COUNTY shall determine location of all antennas for overall optimal operation and minimum interference and desensitization.

9. CITY shall provide commercial and standby power facilities. CITY assumes no responsibility for loss or damage arising from the loss of commercial power or failure of standby power.

10. COUNTY agrees to pay CITY for space allocation at both the fire station and the land for the radio tower in accordance with the amounts and dates as shown on in the space lease schedule (Attachment 2). Payment shall be made to CITY on January 1 of each year. Payment shall be prorated for periods of time less than a year.

11. The term of this agreement is for an initial period of ten (10) years, with the ability to extend the agreement for two consecutive five year terms. The terms of the agreement are therefore:

Initial ten years: Date of agreement through June 30, 2008

First five year extension: July 1, 2008 through June 30, 2013

Second five year extension: July 1, 2013 through June 30, 2018

Each extension must be acknowledged in writing by both COUNTY and CITY at least one hundred eighty (180) days before the end of the prior term or the lease will automatically expire.

12. This lease may be terminated by either party with sixty days written notice. Upon termination of this lease, COUNTY shall have right and obligation to remove all equipment it has installed, including the tower.

13. COUNTY shall not assign this agreement or sublet any portion of the premises without the prior written consent of CITY.

14. COUNTY at its sole cost and expense, for the full term of this agreement and any extension thereof, shall maintain insurance coverage on COUNTY employees and vehicles used in the performance of this agreement.

15. COUNTY and CITY respectively assume responsibility for their own structures, equipment, devices, security and operations. Each party agrees to

indemnify, defend and hold harmless the other part for claims, demands, costs, liabilities and actions arising out of its structures, equipment, devices or operations.

16. This agreement shall be binding on and inure to the benefit of the parties and their successors.

In witness whereof, the parties have executed this agreement the day first herein above written:

COUNTY

by: _____
General Services Director

CITY

by: *Paul J. Blum*
City Manager

Approved as to form

Marie Costa
County Counsel

Approved as to form:

Regina Smith
City Attorney

Attachments:

Attachment 1: Site inventory and diagram

Attachment 2: Space Lease Schedule

ATTEST:

Lorraine Washington
CITY CLERK

Distribution:

CAO

County Counsel

Auditor

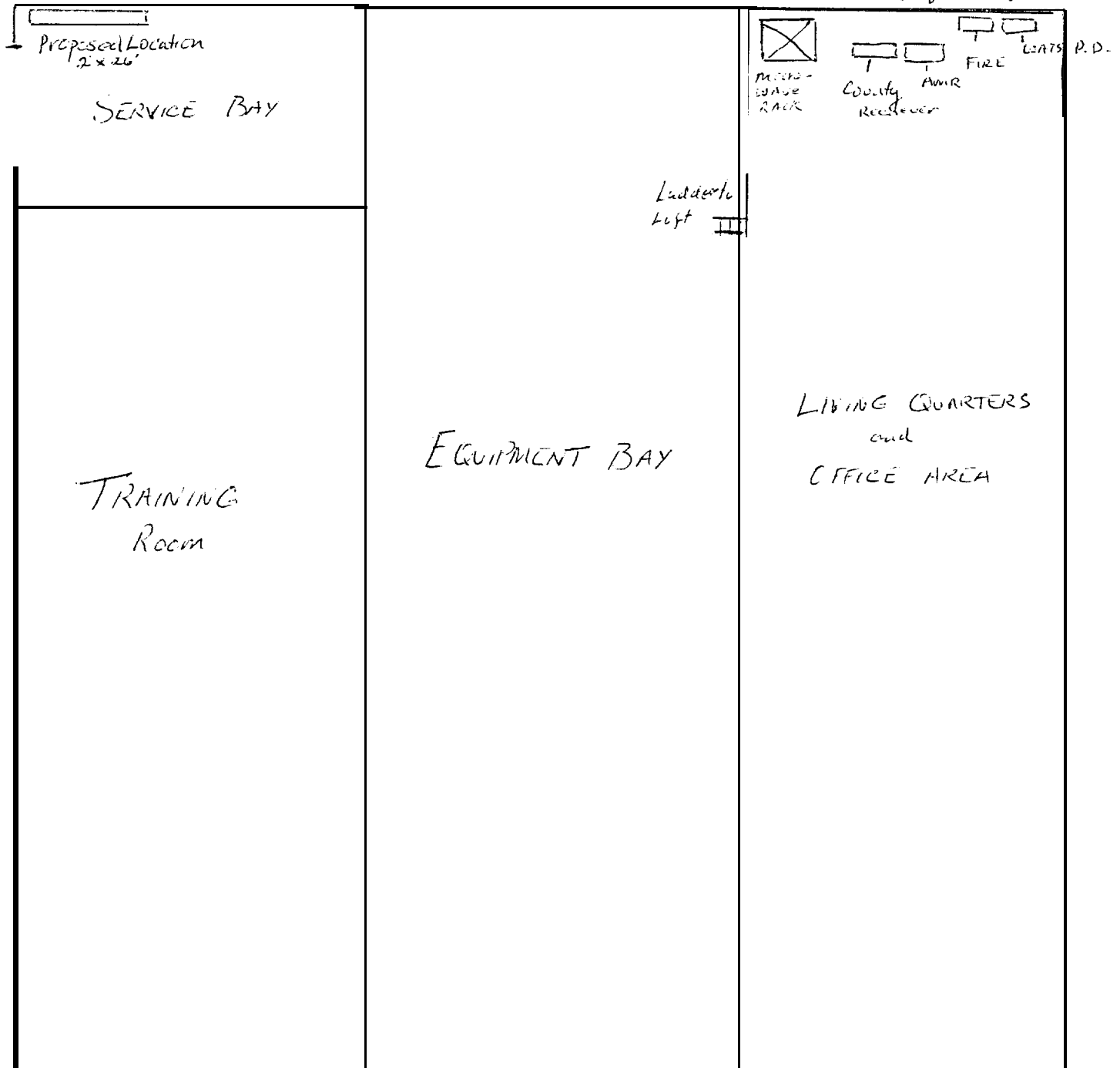
General Services

City of Watsonville

file/watsagr

WATSONVILLE FIRE STATION #2
370 AIRPORT Blvd.

EXISTING LOCATION - LOTT AREA
(above living quarters)



Attachment 2: Space Lease Schedule

The term of this agreement is for an initial period of ten (10) years, with the ability to extend the agreement for two consecutive five year terms. Payments associated with the terms of the agreement, contingent upon all agreement obligations being met, are as follows:

Initial ten years:

	<u>Amount</u>	
	<u>Station Space</u>	<u>Tower Land</u>
Date of agreement - June 30, 1999	1,000	800
July 1, 1999 - June 30, 2000	1,600	1,800
July 1, 2000 - June 30, 2001	1,632	1,836
July 1, 2001 - June 30, 2002	1,665	1,873
July 1, 2002 - June 30, 2003	1,698	1,910
July 1, 2003 - June 30, 2004	1,732	1,948
July 1, 2004 - June 30, 2005	1,767	1,987
July 1, 2005 - June 30, 2006	1,802	2,027
July 1, 2006 - June 30, 2007	1,838	2,169
July 1, 2007 - June 30, 2008	1,875	2,212

First five year extension:

July 1, 2008 - June 30, 2009	2,063.	2,433
July 1, 2009 - June 30, 2010	2,104	2,482
July 1, 2010 - June 30, 2011	2,146	2,532
July 1, 2011 - June 30, 2012	2,189	2,583
July 1, 2012 - June 30, 2013	2,233	2,635

Second five year extension:

July 1, 2013 - June 30, 2014	2,456	2,899
July 1, 2014 - June 30, 2015	2,505	2,957
July 1, 2015 - June 30, 2016	2,555	3,016
July 1, 2016 - June 30, 2017	2,606	3,076
July 1, 2017 - June 30, 2018	2,658	3,138

These annual amounts reflect the use of tower space by CITY for placement of radio equipment utilized by CITY departments.