



County of Santa Cruz

GENERAL SERVICES DEPARTMENT

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

(831) 454-2210 FAX: (831) 454-2710 TDD: (831) 454-2123

BOB WATSON, DIRECTOR

May 3, 2002

Agenda: May 7, 2002

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

LEASE OF TOWER SPACE FOR TRANSIT DISTRICT RADIO SYSTEM INFRASTRUCTURE

Dear Members of the Board:

The General Services Department – Communications Technical Services Division has been approached by the Santa Cruz Metropolitan Transit District regarding a proposed installation of a transceiver at the Mt. Bielawski site. The Transit District has received approval from the Federal Communications Commission, as a Governmental Entity – Public Safety, to place a transmitter / receiver at this site. The communication vault located at the site is owned by the County and is operated as a primary communications site for Federal, State and County police, fire, medical, and public works agencies. The Transit District is working to complete a radio system that ensures constant communication with buses, supervisors and staff in the field, as the District transports approximately 6.5 million passengers to various locations throughout the County of Santa Cruz and to the City of San Jose.

This request conforms to the Interim Wireless Tower Ordinance as adopted by your Board. This is an existing site managed and operated by General Services Department for public safety purposes. County Counsel and Risk Management have reviewed the lease for conformance with County requirements. Lease payments will be made by Santa Cruz Metropolitan Transit District to the County of Santa Cruz in the amount of \$1700 annually.

It is therefore **RECOMMENDED** that your Board approve the agreement for tower space with the Transit District for the radio site at Mt. Bielawski, and authorize the Director of General Services to execute the contract documents.

Very Truly Yours,

BOB WATSON
General Services Director

RECOMMENDED:

SUSAN A. MAURIELLO
County Administrative Officer

NCG:ak

Attachments: Contract and ADM29

Cc: Auditor-Controller
County Administrative Office

County Counsel
General Services - Fiscal

64.4

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: General Services (Department)

BY: [Signature] (signature) 5-3-02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☐

Revenue Agreement ☒

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

1. Said agreement is between the County of Santa Cruz (Department/Agency)
and Santa Cruz Metropolitan Transit District (Name/Address)

2. The agreement will provide communication vault space rental at Mt. Bielawski

3. Period of the agreement is from Board Approval to June 30, 2007

4. Anticipated ~~Costs~~ Revenues are \$1700 ☐ Fixed ☐ Monthly Rate ☒ Annual Rate ☐ Not to Exceed

Remarks: place on continuing Contract List:

5. Detail: ☐ On Continuing Agreements List for FY - . Page CC- Contract No: OR ☐ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 303200 (Index) 0440 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

~~are~~ ~~have been~~
Appropriations ~~are not~~ ~~available and~~ ~~will be~~ ~~encumbered.~~

Contract No:

By: [Signature]
Auditor-Controller Deputy

Date: 05/03/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

 (Dept/Agency Head) to execute on behalf of the

 (Department/Agency)

Date: 5/3/02

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

 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 ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on 20

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	JE Amount	Lines	H/TL	Keyed By	Date
Document No.						
TC110	\$					
Auditor Description		Amount		Index	Sub object	User Code

AGREEMENT FOR TOWER SPACE

This agreement made this 29th day of April, 2002 between the County of Santa Cruz, 701 Ocean Street, Santa Cruz, California 95060 (hereinafter called the COUNTY) and Santa Cruz Metropolitan Transit District, a California Public Transportation District, 370 Encinal St., Suite 100, Santa Cruz, California 95060 (hereinafter called Transit District).

WHEREAS COUNTY is , the owner, of a communications tower and vault located at 15715 Skyline Blvd. Los Gatos CA 95033 and:

WHEREAS Transit District desires to co-locate an antenna at this location.

NOW THEREFORE, COUNTY and Transit District agree as follows:

SECTION 1: COUNTY agrees to sublease to Transit District the non-exclusive use of tower space to be utilized as part of Transit District's radio system.

SECTION 2: Tower space is sublet to accommodate the placement and installation and use of mounting brackets, hardware, cables and one (1) antenna, said antenna to be located at a place to be determined by COUNTY.

SECTION 3: COUNTY further agrees to sublease site space to the Transit District.

Site space is sublet to accommodate:

- A. A 19" Rack mountable MSR2000 and Duplexer not to exceed 30' of rack space plus 12" x 24" x 12" of floor space for type 27 batteries.
- B. 120 VAC main and standby power, approximately 100 watts
- C. Access for telephone leased lines
- D. 111" lightweight 2.5db Gain antenna with mounting hardware and 1/2" coaxial hard-line cable from base station to antenna.

D. 111" lightweight 2.5db Gain antenna with mounting hardware and 1/2" coaxial hard-line cable from base station to antenna.

All costs associated with installation and on-going maintenance of Transit District antenna and equipment and materials shall be borne by Transit District. After installation of the antenna, no change in its location shall be made without prior written approval and acceptance between Transit District and COUNTY, such approval not to be unreasonably withheld.

SECTION 4: Antenna and other equipment owned and installed by Transit District shall remain the property of Transit District. Should this agreement be terminated Transit District shall be responsible for the removal of said equipment. Failure to remove equipment within a reasonable time shall cause Transit District to forfeit its right to equipment. COUNTY may then assume ownership of equipment to dispose of as it wishes upon thirty (30) days written notice sent by certified mail of intent to assume ownership.

SECTION 5: Except for routine maintenance, Transit District shall not modify, alter, relocate, add to or remove any equipment without prior written approval from COUNTY. Such approval shall not be unreasonably withheld. Transit District shall give COUNTY reasonable time to evaluate a change-in-use request. In the event of an emergency, Transit District shall be permitted to replace or repair its antenna without said written approval, so long as the replacement antenna is identical in operation to those existing prior to said emergency, and Transit District notifies COUNTY of said changes. In the event Transit District performs or causes a change-in-use without approval, COUNTY may take appropriate action to restore or remove equipment at Transit

6

SECTION 6: Transit District shall have a 24-hour right of access to the grounds and tower to repair, maintain and install Transit District equipment. Persons entering site and/or tower must be able to present identification and evidence of need upon request of the COUNTY employees or agents. Transit District agrees that keys to gates, buildings and other locks required to enter site and building shall not be duplicated without prior permission of COUNTY.

SECTION 7: Transit District agrees that their radio equipment shall not cause any radio interference or desensitization of COUNTY radio systems. Transit District agrees to promptly take all precautions and assume all costs necessary to eliminate such radio interference or desensitization, which is the sole result of Transit District action.

In the event interference cannot be eliminated, COUNTY may take appropriate action to remedy the situation and charge Transit District cost of such action.

SECTION 8: In consideration of this agreement, Transit District shall pay COUNTY the amount of \$425.00 per quarter for space occupied. Payment shall be made at the beginning of each COUNTY fiscal year (July 1st) to the County of Santa Cruz, Technical Services, 701 Ocean St. Rm330, Santa Cruz, CA 95060. Rent shall be prorated for periods of time less than a year.

SECTION 9: The term of this agreement shall commence on April 21 2002, And shall terminate on June 30 2007, unless sooner terminated under the conditions of this agreement.

SECTION 10: All notices required by this agreement shall be considered delivered upon mailing by certified or registered mail to the addresses contained herein.

SECTION 11: Transit District shall obtain any and all necessary permits, licenses, approvals and inspections that are or may be required pursuant to the performance of this agreement.

SECTION 12: Transit District shall not assign this agreement or sublet any portion of the premises without the prior written consent of COUNTY.

SECTION 13: **INSURANCE.** Transit District, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage (s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of Transit District insurance coverage and shall not contribute to it.

If Transit District utilizes one or more subcontractors in the performance of this Agreement, Transit District shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of Transit District in this Agreement, unless Transit District and COUNTY both initial here _____ / _____

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutory required coverage amounts. This insurance coverage shall not be required if Transit District has no employees and certifies to this fact by initialing here _____

(2) Automobile Liability Insurance for each of Transit District vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by Transit District employees), leased or hired vehicles, in the minimum amount of \$500,000

combined singled limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by Transit District is not a material part of performance of this Agreement and Transit District and COUNTY both certify to this fact by initialing here _____/_____

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) contractual liability, and (e) cross-liability.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, Transit District agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. Transit District may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insurance performed under Agreement with the County of Santa Cruz.”

(3) All required insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after sixty (60) days prior written notice has been given to:

Alex Kiener
Communications Technician Supervisor
County of Santa Cruz
701 Ocean Street, Room 330
Santa Cruz, CA 95060-4027

(4) Transit District agrees to provide its insurance broker (s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to:

Alex Kiener
Communications Technician Supervisor
County of Santa Cruz
701 Ocean Street, Room 330
Santa Cruz, CA 95060-4027

SECTION 14: This agreement may be terminated by either party upon written notice to the other party at least one hundred and eighty (1 **80**) days prior to the effective termination date.

IN WITNESS WHEREOF, the parties have executed this agreement the day first

herein above written.

Santa Cruz Metropolitan Transit District
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

County of Santa Cruz
General Services Department
Technical Services Division
701 Ocean Street, Room 330
Santa Cruz, **CA** 95060

By: L. R. White
Name and Title
General Manager

By: _____
Name and Title

By: _____
Name and Title

Approved as to Form:

Tanya G. Oberhelman 3/22/02
Santa Cruz County Counsel

Distribution: County Administrative Office
County Counsel
Auditor
Technical Services Division, General Services Department
Santa Cruz Metropolitan Transit District

Approved as to insurance
By Janet McKinley
Risk Manager
Date 4-3-2002