

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Sheriff

BOARD AGENDA #: *B-12

AGENDA DATE: July 11, 2017

SUBJECT:

Approval to Enter Into and Sign a Memorandum of Understanding with the City of Waterford for a Communications Tower Project

BOARD ACTION AS FOLLOWS:

No. 2017-386

On motion of Supervisor Withrow, Seconded by Supervisor Olsen

and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST: 
ELIZABETH A. KING, Clerk of the Board of Supervisors


File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Sheriff BOARD AGENDA #: *B-12
Urgent Routine

RM

AGENDA DATE: July 11, 2017

CEO CONCURRENCE: 

4/5 Vote Required: Yes No

SUBJECT:

Approval to Enter Into and Sign a Memorandum of Understanding with the City of Waterford for a Communications Tower Project

STAFF RECOMMENDATIONS:

1. Approve the Memorandum of Understanding with the City of Waterford for the Communications Tower Project near Skyline Park in Waterford.
2. Authorize the Sheriff, or designee, to sign the Memorandum of Understanding with the City of Waterford for the Communications Tower Project.

DISCUSSION:

In the Fiscal Year 2016-2017 Adopted Proposed Budget, the Board of Supervisors approved a request to install a 160' radio tower in partnership with the City of Waterford. This installation will fix a dead zone in the Sheriff's radio communication footprint, allow the deputies to respond faster in the area of Waterford, and improve officer safety by significantly reducing the amount of time any Deputy Sheriff in the Waterford area will be out of radio contact with dispatch.

On June 15, 2017 the Waterford City Council approved a Memorandum of Understanding (MOU) that would allow the City of Waterford and the Sheriff's Department to partner together to install the radio tower. The MOU allows the Sheriff's Department to use the land at Skyland Park located at the northeast corner of Skyline Boulevard and Bentley Street in Waterford, California for the construction of the radio tower at no cost to the Sheriff's Department. It also enables 24/7 access to the tower for Sheriff's Department staff and vendors as needed. The MOU states that the City may elect to sublease available space on the tower to a private contractor or party, provided rent or lease payments are used to partially or wholly offset Sheriff's Department operation and maintenance costs of the tower and associated equipment up to \$2,500 annually. Any remaining funds may be used at the sole discretion of the city's General Fund.

The project will be constructed using funding previously approved for this project by the Stanislaus County Board of Supervisors and allocated to the Sheriff's budget. The City of Waterford will assume Project Manager role with assistance from the Sheriff's Department to construct the communications tower on behalf of the Sheriff's Department within the previously

Approval to Enter Into and Sign a Memorandum of Understanding with the City of Waterford for a Communications Tower Project

allocated budget of \$250,000. The Sheriff's Department shall be responsible for approved construction costs that exceed the \$250,000.

The City and the County will agree on a Project Budget. It is intended that the County will fund the approved project costs and the City will fund the administrative costs in the Approved Budget.

Upon approval of this MOU, the City will work with the Sheriff's Department to complete the design and bid documents and recommend bidding out the project in July for fall 2017 construction. In addition, the parties will continue to work together to address the future of the Waterford tower, agree on terms to be included in subleases of the equipment, and mutually agree as to the plan for dissolution should the Sheriff's Department decide to close the facility at a future date.

POLICY ISSUE:

The Board of Supervisors must approve all agreements with other governmental agencies. Approval is necessary in order to partner with the City of Waterford to secure use of land at Skyline Park, at no costs, and construct a 160' communications tower.

FISCAL IMPACT:

The amount of \$250,000 was approved in the Fiscal Year 2016-2017 Adopted Proposed Budget Sheriff's Operations Legal Budget Unit. The County will create an escrow account for the funding of the project and the City will be reimbursed for their project construction expenses from that account. Reimbursable expenses include design, engineering, advertising and construction costs.

Cost of recommended action:		\$ 250,000
Source(s) of Funding:		
Sheriff's Operations Budget	250,000	
Funding Total:		\$ 250,000
Net Cost to County General Fund		\$ -

Fiscal Year:	2017-2018
Budget Adjustment/Appropriations needed:	No

BOARD OF SUPERVISORS' PRIORITY:

Approval of this agreement supports the Board's priority of A Safe Community, Effective Partnerships and Efficient Delivery of Public Services.

STAFFING IMPACT:

Current Sheriff's Department employees will assist with the design, bid and construction process with the City of Waterford.

Approval to Enter Into and Sign a Memorandum of Understanding with the City of Waterford
for a Communications Tower Project

CONTACT PERSON:

Jim Gordon, Operations Captain (209) 525-7019

ATTACHMENT(S):

A – Memorandum of Understanding with the City of Waterford

Attachment A

MEMORANDUM OF UNDERSTANDING

(Skyline Park Communications Tower)

This Memorandum of Understanding (Agreement) is made and entered into by and between the Stanislaus County Sheriff's Department (Department) and the City of Waterford (City) on July 11, 2017.

Introduction

- A. The City owns real property known as Skyline Park which includes an active water well facility and open park land located at the northeast corner of Skyline Blvd and Bentley St, Waterford, Stanislaus County, California (Communication Site).
- B. Department desires to fund the City's construction of communication equipment on the Communication Site for the purpose of improving public safety communications systems and inter-operability between all agencies within Stanislaus County (the Project).
- C. The Department will create an escrow account for the funding of the Project, and the City will reimburse their Project construction expenses from that account including, but not limited to, design, engineering, advertising, and construction, of the Project.
- D. The Project will provide a benefit to the Department, the City, other public safety agencies within the County of Stanislaus, and the private sector.
- E. Pursuant to the provisions of Chapter 5 (commencing with section 6500) of Division 7 of Title 1 of the Government Code, the parties wish to memorialize their respective joint use and responsibilities of the Communications Site.

NOW, THEREFORE, it is agreed to the following terms and conditions.

Terms and Conditions

1. Obligations of the Department.

The Department shall provide funding to the City for the following services and equipment at the Communications Site:

- Design, engineering, advertising, and construction, expenses in concert with City contracted services and SR911 staff.
- Maximum of 160 foot, free standing, communications tower with antennas and mounting brackets.
- Two - 4.9 GHz microwave systems with dishes to provide connectivity between the Waterford communications site and other sites in the county.
- One 10' x 20' communications shelter to house communications equipment and additional security fencing around the perimeter of Communications Site.
- Battery back-up for all communications equipment.

- Provide and install necessary repeaters, receivers, multiplexers and other communications equipment in shelter as needed to support public safety communications needs.
- Provide space on the tower and inside the communications shelter for water services and also existing or future communications needs. Provide one coax cable with connectors on the tower for existing water services antenna.
- Install separate AC power service and meter.
- Cost of any construction permits required to install communications site as well as costs of operation and maintenance of the Project.

1.1 The Project will be constructed using funds previously approved for this project by the Stanislaus County Board of Supervisors. The Department's funding is estimated to be \$250,000.00. The Department shall be responsible for approved construction costs which exceed the estimated amount.

2. Obligations of City.

The City shall provide and install the following services, equipment, and property at its sole cost and expense:

- 24/7 access for Department, SR911 technical staff, and qualified third party radio maintenance vendor that has met City and Department security requirements.
- Indefinite use of the communications tower for Department and SR911 uses.
- Management of the Project with SR911 staff
- The City will not incur any costs, other than its own administrative costs, for Project.

3. Joint Use and Ownership: The Department and the City agree to the joint use as described, and also that for the life of the Communications Site the Department is the sole and exclusive owner of the tower and necessary attachments, microwave dishes, communications shelter, batteries, perimeter fencing, and all other installed or constructed communication equipment at the Communication Site, except for what is necessary for City's water usage, as identified herein, and any subsequently installed equipment owned through a sublease agreement.

The City grants the Department reasonable use of communication site necessary for the operation and maintenance as well as the use of the Project for the mutual benefit of all public safety communications systems. At no time for the life of the Communications Site will either party charge the other party any fees or rent for use of the site.

- All utility accounts to service the communications tower and shelter shall remain in the name of the County of Stanislaus and be paid by the Department.
- The City may elect to sublease available tower space to a private contractor or party

provided rent or lease payments are used to partially, or completely, offset operation and maintenance costs of the tower and associated equipment up to \$2,500.00 annually. Any remaining funds may be used at the sole discretion of the City. Any changes to the tower or use by third parties must not cause any interference to the emergency communications equipment or its functions. If any interference to the emergency communications equipment or function results from a sublease agreement such sublease agreement shall be terminated by the City. Any sublease must be approved by Department and the City to ensure operational compatibility and compliance. Installation of new equipment in shelter or tower must meet current R56 standards.

4. Mutual Obligations of the City and Sheriff's Department:

- The term of this Agreement shall commence on the effective date of the Agreement and shall continue in effect unless and until it is terminated by mutual agreement of the parties, breach by either party or the use contemplated herein at which time the term shall automatically terminate.
- Pursuant to Government Code section 6511, upon termination of this Agreement, any surplus property shall be returned, pro rata, to the Federal, State, or local agency that provided the property. The parties shall use good faith efforts and fair dealing in processing and dividing any surplus property that cannot be attributed to any single entity or jurisdiction, keeping in mind the position of the parties before they entered into this Agreement.
- Pursuant to Government Code section 6512, any surplus money on hand after termination of the Agreement shall be returned to the funding source from which funds were furnished, or to the agency making the contribution. The parties shall use good faith efforts and fair dealing in processing and dividing any surplus money that cannot be attributed to any single fund source or agency, keeping in mind the position of the parties before they entered into this Agreement.
- Neither party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other party under, or in connection with, any work delegated to that party under this Agreement. The parties further agree, pursuant to Government Code section 895.4, that each party shall fully indemnify and hold harmless the other party and its agents, officers, employees, and contractors from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with, any work delegated to or action taken or omitted to be taken by such party under this Agreement.
- This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter.
- This Agreement may be modified, amended, changed, added to, or subtracted from by the


mutual consent of a majority of the parties to the Agreement provided the amendment or change is in written form and executed the appropriate representatives of the parties and attached to the original Agreement to maintain continuity.

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized representatives of the parties on the day and year first written above.

CITY OF WATERFORD

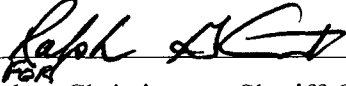
DocuSigned by:


Tim Ogden, City Manager


DocuSigned by:


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Approved as to Form:
Corbett J. Browning, City Attorney

STANISLAUS COUNTY SHERIFF'S DEPARTMENT



Adam Christianson, Sheriff-Coroner



Approved as to Form:
John P. Doering, County Counsel
Robert J. Taro, Deputy County Counsel