



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

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DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
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Third District

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MICHAEL D. ANTONOVICH
Fifth District

May 11, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**TEN-YEAR LEASE OF TELECOMMUNICATION SITE
WALNUT VALLEY WATER DISTRICT RIDGELINE RESERVOIR – DIAMOND BAR
(FOURTH DISTRICT) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find this action to be categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve the attached ten-year telecommunication lease between the County and the Lessor, Walnut Valley Water District (Lessor) for a radio transmitter site at its Ridgeline Reservoir facility and instruct the Chairman to sign the lease, commencing upon Board approval.
3. Authorize the Chief Administrative Office (CAO) to implement this project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommendation is to provide the County with continued use of this radio communication site, which has been leased and utilized by the Department of Health Services, Emergency Medical Services Agency (EMS) since 1993, and is currently operating under a month-to-month tenancy. This proposed action will enable field paramedics, through the use of a ten-frequency radio system in operation at the Lessor's site, to contact and maintain communication regarding a patient's condition, with nurses and physicians at their assigned base hospital.

The Honorable Board of Supervisors
May 11, 2004
Page 2

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed recommendations further the Board-approved County Strategic Plan Goal 1 (Service Excellence) by providing the County's emergency service providers with a reliable communication system which is an essential component to protecting the communities they serve. Your Board's approval of this proposed lease will also further Goal 4 (Fiscal Responsibility) since the ongoing operation of this communication site represents an important investment in public infrastructure.

FISCAL IMPACT/FINANCING

The annual rental cost, including fixed electrical power charges for the first year is \$1,250. The rent and power charges decrease to an annual fixed rate of \$400 for the balance of the lease term thereafter. This nominal rent represents basic operating costs incurred by the Lessor and does not reflect normal market rental rates for this type of use.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed lease area, measuring approximately 300 square feet, is improved with communication facilities owned by the County, consisting of an outdoor equipment cabinet, a radio transmitter, and a pole-mounted antenna. The property is situated within a fenced parcel of land that serves as one of Walnut Valley Water District's "tank farms" known as Ridgeline Reservoir, located in the City of Diamond Bar.

In 1992, a radio coverage study was conducted by radio engineers from the County's Internal Services Department to locate a suitable site after it was determined that coverage could not be provided at a County-owned facility. The study determined that the Lessor's site would provide reliable communication coverage along the Brea Canyon Corridor for paramedics and medical staff at San Dimas Community Hospital (the base hospital at the time the original agreement was entered into with the Lessor) and the Pomona Valley Medical Center, the current user. The EMS supports the continued use of this site, and County Counsel has approved all documents in this transaction as to form.

The Honorable Board of Supervisors
May 11, 2004
Page 3

ENVIRONMENTAL DOCUMENTATION

The lease agreement is categorically exempt from the California Environmental Quality Act, specified in Class 1, Section r of the revised Environmental Document Reporting Procedures and Guidelines adopted by your Board.

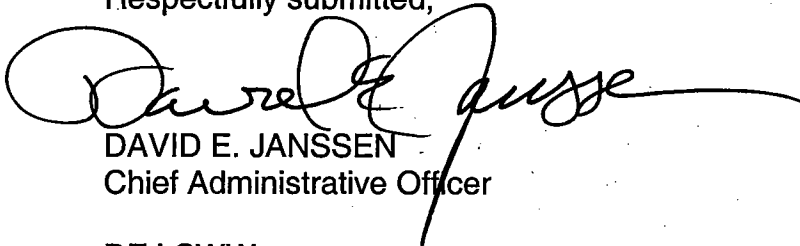
IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no compromise of emergency services or disruption of vital communication needs.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors return duplicate stamped copies of the adopted Board letter, a certified copy of the Minute Order, one fully conformed original of the lease with original signatures to the CAO - Real Estate Division, 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:CWW
CB:CM:cc

Attachment

c: County Counsel
Department of Health Services
Internal Services Department

COMMUNICATIONS SITE LEASE

This Lease is made this _____ day of _____, 2004, by and between WALNUT VALLEY WATER DISTRICT ("District"), a California special district, and the County of Los Angeles ("Lessee"), a body corporate and politic, with reference to the following:

- A. District is the owner of certain land commonly known as the Ridge Line Reservoir, Diamond Bar, which is presently used in District operations.
- B. Lessee desires to lease a certain portion of such land for the purpose of maintaining a communications site.

THE PARTIES AGREE AS FOLLOWS:

1. Lease of Site. The District hereby leases to Lessee, and Lessee hires from the District, a portion of the real property described in Exhibit A attached hereto and incorporated herein ("Premises"), as shown in the sketch attached hereto as Exhibit B and incorporated herein, upon the terms provided in this Agreement.

2. Term. The term of this Lease shall be ten (10) years commencing upon approval by the Los Angeles County Board of Supervisors and terminating ten (10) years thereafter, unless sooner terminated as herein provided.

3. Rent. Concurrent with execution of this Lease, Lessee shall pay to the District as rent for the Premises the sum of One Thousand Dollars (\$1,000.00) for the first year and One Hundred and Fifty Dollars (\$150.00) per year for each year thereafter, with payment due in advance on the date first above written of each year of the lease term. The District will submit invoices for rent.

4. Electrical Power. In addition to the rent provided in Paragraph 3 above Lessee shall pay annually, upon receipt of invoice, Two Hundred and Fifty Dollars (\$250.00) for electricity.

5. Purpose. Subject to any modifications or update approved by the District, as set forth below, the premises shall be used solely for the operation and maintenance of existing communication equipment, which consists of one (1) each 75 watt transmitter, or any suitable replacement equipment that does not substantially increase the burden placed on the Premises, provided that the District shall approve the installation of any such replacement equipment. Lessee shall submit any equipment replacement, modification or update plans to the District, and shall secure the District's written approval thereof, for any work of improvement, to be constructed in connection with Lessee's use of the Premises, prior to the commencement of construction, modification or update of equipment. The District's approval under this Paragraph 5 shall not be unreasonably withheld.

6. Restriction on Use. Lessee acknowledges that its rights granted hereunder are non-exclusive. Lessee's use of the Premises shall be for the Permitted Use and for no other purpose. Lessee shall not use nor permit the use of the Premises for any purpose other than the Permitted Use, nor in a manner that will interfere with District's operation of its facilities. Operation of Lessee's radio equipment at the site shall not interfere with other electrical or radio equipment of the District or others, or with any other uses that exist on the site on the Commencement Date. Lessee shall not use or permit the use of the Premises in any manner that will emit disturbing noise or noxious fumes. Should any governmental authority require that a permit, license, or authority be secured for the

installation, use, or maintenance of any equipment on the Premises, Lessee shall secure such permit at Lessee's sole expense. Except as provided herein, District makes no representation or warranty concerning the provisions of any covenants, conditions, restrictions, easements, or rights-of-way of record or otherwise which might restrict the use of the premises for the contemplated purposes. Lessee shall maintain the Premises, and its improvements and equipment placed thereon, throughout the initial term and all renewal terms in good condition as determined by the District.

a. Lessee shall comply with the Federal Communications Commission (FCC) Electromagnetic Radiation guidelines regarding human exposure to radiofrequency emissions. If Lessee's equipment has not been evaluated as being in compliance with those guidelines, Lessee shall prepare and file with the FCC an Environmental Assessment under the National Environmental Policy Act of 1969. Lessee shall provide a copy of that Environmental Assessment to the District.

b. If in connection with performing necessary maintenance of District facilities near Lessee's antennas there is a reasonable possibility of overexposure of District employees to radiofrequency emissions, then upon twenty-four (24) hours' notice to Lessee, the power to Lessee's antennas shall be turned off while District workers perform such maintenance work near Lessee's antennas.

7. Hold Harmless. Lessee shall save and protect the Premises and District from any and all liens, costs, expenses, and liability, including reasonable attorneys' fees to the extent arising out of or resulting from Lessee's activities, including, but not limited to, construction, maintenance, operation, or removal of Lessee's equipment or improvements on the Premises. Lessee shall secure and maintain a broad-form comprehensive coverage policy of general liability insurance, issued by an insurance company reasonably acceptable to District, or have sufficient self-insurance insuring District against any loss or inability caused by or connected with Lessee's occupation and use of the Premises. Limits of coverage shall not be less than Two Million Dollars (\$2,000,000) for injury or death of one person and Five Million Dollars (\$5,000,000) in the aggregate for injury and death as a result of a single accident or incident, and for damage to or destruction of any property. Said policy or policies of insurance shall name District as an additional insured. Lessee shall provide District with a Certificate of Insurance evidencing said coverage or other proof of coverage acceptable to District in its sole discretion, and Lessee shall provide for non-cancellation without giving at least thirty (30) days' prior written notice to the District. Maintenance of insurance shall not relieve Lessee of its obligations to indemnify District.

8. Access. Lessee shall have a non-exclusive right of access to the Premises at reasonable times solely for the purpose of operating and maintaining said equipment. The District shall be notified in advance prior to entering the premises for any reason.

9. Termination. This Lease may be terminated by the District upon seven (7) days written notice to Lessee upon the following conditions:

- a. Failure by Lessee to pay rent when due, followed by failure to cure such default for five (5) days thereafter;
- b. Failure by Lessee to comply with all terms and conditions of this Lease;
- c. Discontinued use of the site by the District as a reservoir;

d. Interference with District's use of the Premises or interference with the communications operations of District in violation of Section 6 herein, provided, however, that such seven (7) days' notice shall not be given until: (i) a determination has been made jointly by District

and Lessee that the subject interference is caused by Lessee's operations; and (ii) Lessee has been given thirty (30) days in which to attempt to cure the interference and has been unable to substantially eliminate the interference during that period.

This Lease may be terminated upon thirty (30) days' written notice if use of the Premises for the purposes specified is prohibited by another government entity, or by law. This Lease may be terminated upon six (6) months' written notice if District's Board of Directors, in its sole discretion, determines that the Premises are necessary for another public use. In all other events, this Lease may be terminated by either party, with or without cause, upon twelve (12) months' written notice. Upon termination of this Lease, Lessee shall remove any improvements constructed on the Premises by Lessee, and shall restore the Premises to their condition prior to the execution of this Lease. Any improvements or equipment of Lessee remaining on the Premises more than sixty (60) days after the date of termination shall, at District's option, become the property of District, otherwise District may have such improvements and equipment removed at Lessee's expense.

10. No Assignment. Neither this lease nor any interest herein, whether legal or equitable, may be assigned, alienated, pledged, mortgaged, or hypothecated, voluntarily or by operation of law, without the written consent of the District, and any attempted assignment without such consent shall be void.

11. No Waiver of Breach. No failure by the District to insist upon the strict performance by the other of any covenant, term or condition of this Lease or to exercise any right or remedy consequently upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver or any breach shall affect or alter this Lease, but each and every covenant, condition, and term shall continue in full force and effect with respect to any other then existing or subsequent breach.

12. Time of the Essence. Time is of the essence of this Lease and of each provision herein.

13. Attorneys' Fees. In any action, at law or in equity, seeking to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred in prosecuting or defending such action, in addition to such other relief to which such party shall be entitled.

14. Partial Invalidity. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

15. Binding on Successors. Each and all of the covenants, terms and conditions herein contained shall, in accordance with the context, inure to the benefit of the District and apply to and bind Lessee and Lessee's respective heirs, legatees, devisees, administrators, and successors. Nothing in this paragraph shall in any way alter the provisions herein contained against assignment or hypothecation of this Lease.

16. Notice. All notices, demands or requests shall be deemed given upon delivery or three (3) days after deposit in the United States mail, postage prepaid, and addressed as follows:

If to District: Walnut Valley Water District
 271 South Brea Canyon Road
 Walnut, CA 91789
 Attention: General Manager

If to Lessee: County of Los Angeles
Chief Administrative Office – Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager, Property Management

17. Headings. The captions of paragraphs of this Lease are for convenience only and do not in any way limit or amplify terms and conditions hereof.

18. Entire Agreement. This Lease contains the entire agreement with respect to the matters covered herein and is not subject to modification except in writing.

IN WITNESS WHEREOF, the District has executed this Lease or caused it to be duly executed and the Lessee, by order of its Board of Supervisors, has caused this Lease to be executed on its behalf by the Chairman of said Board and attested by the Clerk thereof the day, month, and year first above written.

WALNUT VALLEY WATER DISTRICT

COUNTY OF LOS ANGELES



Karen Powers, General Manager

Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk

Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel



Deputy

EXHIBIT "A"

**WALNUT VALLEY WATER DISTRICT
RIDGE LINE RESERVOIR SITE, DIAMOND BAR**

LEGAL DESCRIPTION

Lot 155 of Tract No. 30091 recorded in Book 789, Pages 51 through 75 of Maps in the Office of the County Recorder of Los Angeles County, except that portion of said Lot described as follows:

Beginning at the most westerly corner of said Lot, said corner being a point in the centerline of Ridge Line Road (private street); thence southeasterly along the westerly side of said Lot along a radial bearing of south 34° 21' 40" east, a distance of 32.00 feet; thence south 40° 34' 01" east, a distance of 118.20 feet; thence north 49° 52' 05" east, a distance of 175.43 feet; thence north 40° 35' 15" west, a distance of 137.74 feet to the centerline of Ridge Line Road (private street); then south 53° 54' 45" west, a distance of 163.42 feet to the beginning of a tangent curve, concave to the northwest and having a radius of 300 feet; thence southwesterly along said curve through a central angle of 1° 43' 35" a distance of 9.04 feet to the point of beginning.



SCALE: 1"=100'

RIDGE LINE ROAD

ROCKY VIEW ROAD

RESERVOIR
"C"

RESERVOIR
"A"

RESERVOIR
"B"

ANTENNA LOCATION
OF DEPARTMENT OF
HEALTH SERVICES

LAZY TRAIL ROAD

DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES

WALNUT VALLEY WATER DISTRICT

REVISIONS

DRAWN BY: MSB

RIDGE LINE RESERVOIR SITE
ANTENNA LOCATION

EXHIBIT "B"

DATE: 10/17/02