

ORIGINAL

COUNTY OF SAN DIEGO
LEASE WITH CITY OF SAN DIEGO
PALOMAR MOUNTAIN RADIO FACILITY

DOCUMENT NO. RR-279938
FILED MAY 11 1992
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

LESSEE: CITY OF SAN DIEGO

50600065

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COUNTY OF SAN DIEGO
LEASE
WITH THE CITY OF SAN DIEGO
PALOMAR MOUNTAIN RADIO FACILITY

THIS LEASE, made and entered into this ____ day of MAY 11 1992, 1992, by and between the COUNTY OF SAN DIEGO, hereinafter called "County", and the CITY OF SAN DIEGO, hereinafter called "Lessee",

W I T N E S S E T H:

That, for and in consideration of the rentals received, covenants, agreements, and conditions as hereinafter set forth to be faithfully paid, kept, and performed by Lessee, County hereby leases and lets, and Lessee hereby takes possession of, hires, rents, and accepts that one certain wall mount space and one antenna space for Lessee's radio transmitting and receiving equipment in County's vault located at Palomar Mountain Radio Facility owned and operated by County and hereinafter referred to as the "Premises". A wall mount space is a space in said vault two (2) feet square, together with the use of common passageways.

1. TERM. The term of this Lease is five (5) years commencing upon the execution of this Lease by County. County and Lessee shall have the right to terminate this Lease any time after one year from the commencement of this Lease by first giving sixty (60) days prior written notice to the other.

2. USE. County leases to Lessee and Lessee takes possession of, hires, rents and accepts the Premises for use as a radio relay facility.

Lessee shall install and maintain its radio equipment in the vault and install and maintain its antenna, provided that such installations and maintenance shall be subject to the approval of

County's Director, Department of General Services, hereinafter known as the Lease Administrator. Specific operational requirements are contained in Exhibit "A", attached hereto, and by this reference incorporated herein.

County will provide a standby emergency power generator unit to be used jointly by Lessee, County and County's other tenants in the operation of said radio equipment. Lessee shall connect its radio equipment to County's standby power plant. In the installation and operation of Lessee's equipment, Lessee agrees to abide by the terms and conditions of all applicable Federal, State and local laws. Lessee agrees to install and operate its radio equipment in accordance with the highest standards prevailing in the industry and in the event of any interference to the equipment of other vault users occupying space in said vault prior to the execution of this Lease, Lessee shall correct such interference at the earliest possible time; and in the event future tenants shall make application for and receive space in County's vault, they shall be required to correct any such interference to Lessee's equipment as is necessary, provided, however, County shall not be liable to Lessee for the failure of emergency equipment or future building tenants' interference with Lessee's equipment. No other uses of whatsoever nature shall be permitted under the terms of this Lease.

3. ADMINISTRATION. This Lease shall be administered on behalf of County by the Lease Administrator and on behalf of Lessee by the City of San Diego Property Department, or such other person as shall be designated in writing from time to time by Lessee.

4. RENT. Lessee, in consideration of the possession and use of the Premises, shall pay rent to County in the sum of Nine Hundred Dollars (\$900) per year annually in advance on the first day of the month this Lease is effective and annually thereafter for the duration of this Lease.

The payments required under this Lease shall be made payable to the County of San Diego and delivered to:

Controller Branch Office - Cashier
5201 Ruffin Road, Suite H (MS 0654)
San Diego, California 92123

5. COST OF LIVING ADJUSTMENTS. Beginning with the 13th month of this Lease, and for each succeeding 12 month period, the yearly rental provided for above shall be adjusted to reflect any increase or decrease in the purchasing power of the dollar following commencement of this Lease by the use of the following formula:

$$R = A \times \frac{B}{C}$$

WHEREIN,

R equals the adjusted yearly rental for the particular 12 month period;

A equals the base rent for the particular period as set forth above in Clause 4 (RENT);

B equals the average monthly Consumer Price Index as hereinafter defined for the first full calendar quarter immediately preceding the commencement of the 12 month period for which the adjusted yearly rental is being computed; and

C equals the average monthly Consumer Price Index as herein defined for the first full calendar quarter immediately preceding the commencement of the term of this Lease.

The Consumer Price Index which shall be used as the source for such index numbers shall be that published by the United States Department of Labor, entitled United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Los Angeles-Anaheim-Riverside Area, all items of the index entitled "Consumer Price Index for All Urban Consumers" for the Los Angeles-Anaheim-Riverside Area (1982-84 = 100). In the event that such index is not published for the Los Angeles-Anaheim-Riverside Area, then another comparable index or source of information shall be determined by arbitration pursuant to the provisions of the California Code of Civil Procedure.

6. ACCESS. Lessee shall have the right of access to said vault and may utilize, with the same rights and duties as County, any access road owned or controlled by County for the purpose of gaining access to said vault.

7. NOTICES. Notices given or to be given by County or Lessee to the other, shall be given in writing and shall be addressed as follows, or as County or Lessee may hereafter designate by written notice:

TO: COUNTY OF SAN DIEGO

Director, Department of
General Services (0360)
5555 Overland Avenue, Bldg 2
San Diego, CA 92123-1294

TO: LESSEE

City of San Diego
Property Department
1200 Third Avenue
Suite 1700 MS 51A
San Diego, CA 92101

8. INSURANCE. Lessee is fully self-insured for damage resulting from liability of Lessee or any of Lessee's agents or employees. In the event Lessee should cease to be self-insured during the term of this Lease, Lessee shall furnish to County proof of insurance in form and amounts satisfactory to County. County's requirements shall be reasonable, but shall be designed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

9. INDEMNIFICATION. Lessee shall indemnify and save harmless County, its officers, agents and employees from and against any and all claims, demands, liabilities or loss of any kind or nature which County, its officers, agents or employees, may sustain or incur or which may be imposed upon them or any of them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with this Lease or with occupancy and use of the Premises provided such injuries to persons or damages to property are due or claimed to be due to the negligence of the Lessee, its officers, agents, employees, subtenants, licensees, patrons or visitors. Lessee further agrees to pay any and all costs and expenses, including, but not limited to, court costs and reasonable attorney's fees, incurred by County on account of any such claims, demands or liabilities.

10. AFFIRMATIVE ACTION PROGRAM. Lessee and any officers, agents and employees of Lessee operating or maintaining radio vault space within San Diego County radio facilities and using such facilities in any manner connected with this Lease, shall comply with the Affirmative Action Program as set forth in Article IIIK of

the San Diego County Administrative Code. A copy of the Affirmative Action Program will be furnished upon request.

11. SPECIAL PROVISIONS. Lessee and County agree that in the event there is any conflict between the following special provisions and any other provisions of this Lease as heretofore set forth, the following special provisions shall govern:

Lessee will be required to move its radio equipment in order to facilitate the remodel of County's vault at various times during the term of this Lease. County will make every effort to notify Lessee well in advance of the required moves.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

Dated: 5/18/92

CITY OF SAN DIEGO

BY: Robert J. Collins
ROBERT J. COLLINS, Deputy Director
Property Management Services

Dated: 5/28/92

COUNTY OF SAN DIEGO

BY: Jane F. Huston
JANE F. HUSTON, Director
Department of General Services

50600065

(R-92-1706)

RESOLUTION NUMBER R- 279938

ADOPTED ON MAY 11 1992

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized to execute, for and on behalf of The City of San Diego, a five-year lease agreement with the COUNTY OF SAN DIEGO, for rack space at the Mount Palomar Communication site, at an annual rental cost to City of \$900, under the terms and conditions set forth in that agreement on file in the office of the City Clerk as Document No.

RR- 279938.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$150 for lease costs from May 1, 1992, through June 30, 1992, is hereby authorized and approved solely and exclusively for the above purpose.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
04/24/92
Or.Dept:Prop.
Aud.Cert:9200826
Job:2201204
R-92-1706
Form=r-t

MAY 11 1992

Passed and adopted by the Council of The City of San Diego on _____ by the following vote:

YEAS: Wolfsheimer, Roberts, Hartley, Stevens, Behr, Stallings, McCarty, Filner.

NAYS: None.

NOT PRESENT: Mayor O'Connor.

AUTHENTICATED BY:

MAUREEN O'CONNOR
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

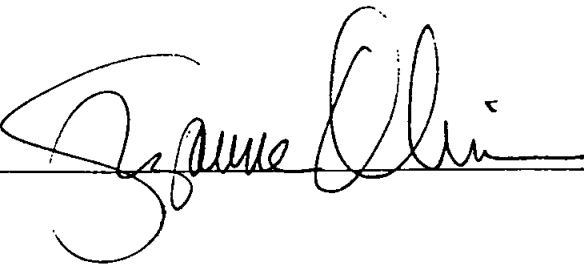
(SEAL)

By: Suzanne Oliva, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION
NO. R- 279938, passed and adopted by the Council of The City of San Diego, California
on MAY 11 1992.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: , Deputy

51A
Swain

(R-92-1706)

RESOLUTION NUMBER R- 279938

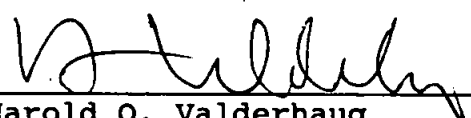
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