



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
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DAVID E. JANSSEN
Chief Administrative Officer

June 21, 2005

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:

**FIVE-YEAR OPTION TO RENEW TELECOMMUNICATIONS LEASE NO. 63213
SHERIFF AND INTERNAL SERVICES DEPARTMENTS
AMERICAN TOWER CORPORATION - SADDLE PEAK, MALIBU
(THIRD) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Exercise the option to renew for a five-year term the telecommunications lease with American Tower Corporation (American Tower) for radio vault and tower space at the Saddle Peak facility, located in the Malibu area, for the Sheriff's Department (Sheriff) and Internal Services Department (ISD) at a total net County cost (NCC) not to exceed \$65,000 over the five-year term.
2. Find that the lease renewal is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section r, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this renewal will provide Sheriff/ISD continued utilization of this space, which is a part of an integral network of remote communication sites that is part of the County's telecommunications network.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Countywide Strategic Plan directs that we increase the safety and security of all residents in Los Angeles County through integration of public safety information systems (Goal 8). In this case, we are re-leasing tower space for the Sheriff/ISD which will support Countywide wireless communications (Strategy 5). This proposed lease complies with the Strategic Asset Management Principles, as shown in Attachment A.

FISCAL IMPACT/FINANCING

This lease originally contained four consecutive five-year option periods. This is the third Board request by the CAO for a renewal. The total cost for this five-year term shall not exceed \$65,000 NCC based on the terms and conditions of the lease, which limits annual Consumer Price Index (CPI) rental adjustments to no more than three percent a year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County entered into this full-service lease in July 1990 and exercised its first option in April 1995, and at the same time, renegotiated the rental adjustment provision to limit annual CPI increases to a maximum of three percent. It exercised its second option in June 2000. Notice of intent to exercise this third option has been timely given. The lease requires your Board to exercise the options. County Counsel has reviewed the Lease and approved the form of exercise of the option.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT

The CAO has made an initial study of environmental factors and has concluded that this project is exempt from CEQA pursuant to Class 1, Section r, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

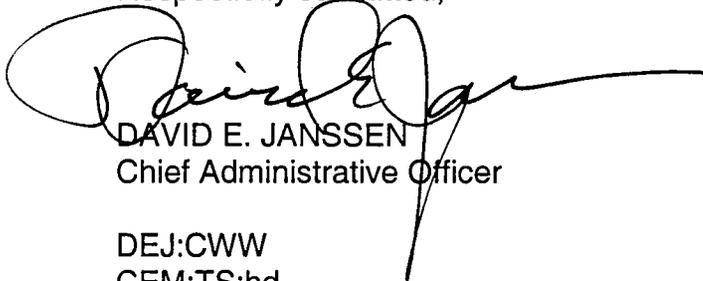
There will be no compromise of public safety missions or disruption of vital communication services.

The Honorable Board of Supervisors
June 21, 2005
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CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return the amendment and two certified copies of the Minute Order and adopted stamped Board letter to the CAO, Real Estate Division, 222 South Hill Street, 4th Floor, Los Angeles, CA 90012.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:CWW
CEM:TS:hd

Attachment

c: County Counsel
Internal Services Department

saddlepeak.b

SHERIFF/INTERNAL SERVICES DEPARTMENT
SADDLE PEAK TELECOMMUNICATIONS SITE, MALIBU

Asset Management Principles Compliance Form¹

1. <u>Occupancy</u>		YES	NO	NA
A	Does lease consolidate administrative functions? ²			X
B	Does lease co-locate with other functions to better serve clients? ²			X
C	Does this lease centralize business support functions? ²			X
D	Does lease meet the guideline of 200 sf. Of space per person?			X
E	Does lease meet 80% parking ratio?			X
2. Capital				
A	Should program be in leased space to maximize State/Federal funding?		X	
B	If not, is this a long term County program?	X		
C	Is it a net County cost (NCC) program? List % NCC 100%	X		
D	If yes to 2 B or C; Is this a capital lease or operating lease with an option ?			X
E	If no, are there any suitable County owned facilities available?			X
F	If yes, why is lease being recommended over occupancy in County owned space?			X
G	Is Building Description Report attached as "Attachment B"? ² This is a shared telecommunications site not a building.		X	
H	Was build to suit or capital project considered? ² The proposed tower site is available at a competitive market rate.			X
3. Portfolio Management				
A	Did department utilize CAO Space Request Evaluation(SRE)? ²	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?	X		
D	Why was this program not co-located?			
	1. The program clientele requires a "stand alone" facility.			
	2. No suitable County occupied properties occupied in project area.			
	3. No County owned facilities available for the project			
	4. Could not get City clearance or approval			
	5. X The Program is being co-located. SBC tower provides shared use by Sheriff and ISD.			
E	Is lease a full service lease? ²	X		
F	Has growth projection been considered in space request?	X		
G	Has the Dept. of Public Works completed seismic review/approval?			X
	¹ As approved by the Board of Supervisors 11/17/98	<i>Please BOLD any written responses</i>		
	² If not, why not?			

Lease:
Department: Internal Services
Lessor: Meridian Communications

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LEASE AND AGREEMENT
FOR MICROWAVE SITE FOR
INTERNAL SERVICES DEPARTMENT

THIS LEASE AND AGREEMENT, made and entered into in duplicate original this 19th day of June, 1990, by and between MERIDIAN COMMUNICATIONS, a California Corporation, hereinafter referred to as the Lessor, and the COUNTY OF LOS ANGELES, a body politic and corporate, hereinafter referred to as the Lessee,

W I T N E S S E T H:

1. DESCRIPTION OF PREMISES: The Lessor, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Lessee, upon the following terms and conditions, hereby leases to the Lessee, and the Lessee hereby hires and takes of and from the Lessor, those certain premises located at Saddle Peak in Malibu, in the County of Los Angeles, State of California, more particularly described as follows:

Lot Com W on line of Section 16 T is R 17W 367.3' from South East corner of SD Section TH Won SD S line 80' TH N. Parallel with East line of SD Section 315.69' TH N 78/29'30" section 16 T is R 17W.

Together with the right to use the existing access roads to the above-described parcel of land, and the right, but not the duty to perform routine maintenance of said road.

The Lessee will go in and upon the above described premises for the exclusive purposes of constructing, erecting, maintaining and operating a general use radio system, Advanced Transmission Network (ATN); consisting of:

1. Two equipment rack spaces in the building; both equipment shelter to be 9 1/2 feet enclosed cabinets. Rack locations to be 8-5 and 8-6 which are adjacent to County Sheriff's radio equipment.
2. Two individual 20 amp circuits on the overhead rack to power the above electronic equipment; one over each rack location.
3. Tower space for a 2-foot diameter microwave dish with center mounted at the 150 feet elevation above ground on the southeast tower leg. All necessary waveguide and mounting hardware will be mounted on the tower.
4. Tower space for a 6-foot diameter microwave dish with center mounted at the 75 feet elevation above ground on the northwest tower leg. All necessary waveguide and mounting hardware will be mounted on the tower.
5. Site emergency backup generator power during power failures.
6. Access to the site and building for installation and periodic maintenance.

2. TERM: A. Original Term:
- The term of this lease shall be for a period of five (5) years beginning July 1, 1990, and ending June 30, 1995.
- B. Options to Renew:
- Lessee shall have four options to renew this Lease for a period of five (5) years each under the same terms and conditions and rental rate as contained herein. Lessee, by Internal Services Department letter, shall notify Lessor in writing not less than sixty (60) days prior to expiration of the lease term of Lessee's intention to exercise its option. The actual exercise of the option shall be only by the Board of Supervisors of the County of Los Angeles.
3. RENT: The Lessee hereby agrees to pay as rent for said demised premises during the term the sum of Five Hundred Sixty-eight and 75/100 Dollars (\$568.75) per month payable in advance by Auditor's General Warrant. Rental payments shall be payable within fifteen days after the first day of each and every month of the term hereof provided Lessor has caused a claim therefor for each such month to be filed with the Auditor of the County of Los Angeles prior to the first day of each month.
4. USE: Lessor agrees that the demised premises together with the appurtenances thereto belonging or in any wise appertaining, shall be used by the Lessee as a microwave reflector site and for other governmental purposes or lawful purposes during normal working hours, after normal working hours, and on weekends and holidays as Lessee may desire.
5. CANCELLATION: Lessee shall have the right to cancel this lease at or any time by giving ninety (90) days prior written notice.
6. HOLDOVER: In case Lessee holds over beyond the end of the term herein provided, or any renewal thereof, this lease shall automatically be renewed for a period of time equal to the original term. The rent to be paid thereof shall be at the rate specified for renewals under the terms of this lease.
7. TENANT'S
FIXTURES: Lessor agrees that the Lessee may remove, at its own expense, during or at the expiration or other termination of the term of this lease, or any extension or holdover period thereof, as the case may be, all fixtures, equipment and all other personal property placed or installed in or upon the demised premises by the Lessee, or under its authority.
8. REPAIR,
MAINTENANCE
AND
REPLACEMENT: A. This lease is a full service lease. Therefore, Lessor agrees to repair, maintain and replace as necessary at Lessor's own expense the entire interior and exterior of the premises. Lessor's responsibility shall include, but not be limited to lamps and tubes, exposed plumbing, windows, fire extinguishers, floor coverings, the sewer system, window coverings, the grounds, parking spaces

(including resurfacing and restriping), landscaping, and the basic structure. Basic structure is agreed to include: all permanent exterior and interior walls, floors and ceilings, roof, concealed plumbing, elevators (including elevator hydraulic system, and casing for elevator ram), stairways, concealed electrical systems, communications tower, site backup generator, and heating, ventilating and air conditioning system.

- B. In the event Lessor should fail, neglect or refuse to commence the repair, replacement or maintenance work required by Section 8A herein within five (5) days after written notice has been served by Lessee, or fail, neglect or refuse to pursue said repair, replacement or maintenance work with reasonable diligence to completion, the Lessee at its sole discretion may perform or cause to be performed said repair, replacement or maintenance work and deduct the reasonable cost thereof from the installments of rent next due as a charge to the Lessor, or the Lessee at its sole discretion may surrender the premises and shall not be liable for any further rental under this Lease and Agreement.
- C. Lessee agrees to return said premises to Lessor in as good condition as when rented, ordinary wear and tear, damage by earthquake, fire or the elements and other disaster or casualty excepted.
- D. In the event that items specified in Paragraph 8A wear out or fail or are damaged by earthquake, fire or the elements, and/or other public disaster or casualty, the Lessor shall replace said items at its own expense, subject to the provisions of Paragraph 9.

9. DAMAGE OR DESTRUCTION:

Lessor agrees that should the demised premises be damaged by fire, incidents of war, earthquake, or other violent action of the elements as to render them reasonably unfit for Lessee's occupancy as determined by Lessee's sole discretion then this Lease shall be terminated immediately upon the happening of any such event whereupon Lessee shall surrender the premises and shall not be obligated for any further rental and Lessor shall refund any unearned rent paid in advance by Lessee calculated at a daily rate based on the regular monthly rental.

In the event of any lesser damage by any such cause which results in damage to ten percent (10%) or less of the net usable area of the improvements, then Lessor shall commence the repair and restoration of the premises within fifteen (15) days of the event which necessitated the repair and restoration. In the event of any such cause which results in damage to more than ten percent (10%) of the net usable area of the improvements, then Lessee shall have the right at its sole discretion to either surrender the premises and not be obligated for any further rental under this lease and agreement, or to cause Lessor to commence the repair and restoration of the premises within fifteen (15) days of the event that necessitated the repair and restoration.

Commencement of the repair and restoration under either of the aforementioned conditions shall require (1) securing the area to prevent injury to persons and/or vandalism to the improvements and (2) the placement of a work order or contract for obtaining the Labor and Materials to accomplish the repair and restoration. If Lessor should fail to thereafter pursue said repair and restoration work with reasonable diligence to completion, Lessee may give Lessor fifteen (15) working days prior written notice and thereafter perform or cause to be performed the restoration work and deduct the cost thereof from the installments of rent next due as a charge against the Lessor.

10. UTILITIES: Lessor agrees to pay when due all charges for the use of the sewer, effluent treatment, when and if imposed by any Governmental authority, all water, sprinkler standby charges, electricity, gas, and other lighting, heating, and power and other utility rents and charges accruing or payable in connection with the demised premises during the term of this lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters.
- In the event Lessor fails or refuses to pay any or all of the charges when due, Lessee may give Lessor ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the installments of rent next due as a charge against the Lessor, or the Lessee at its sole discretion may surrender the premises and shall not be liable for any further rental under this Lease and Agreement.
11. LESSOR'S ACCESS: Lessee agrees to permit the Lessor or Lessor's authorized agents free access to the demised premises at all reasonable times for the purpose of inspection or for making necessary improvements or repairs.
12. LESSEE'S DEFAULT: Lessee agrees that if default shall be made in the payment of rent in the manner herein provided or in any of the covenants or agreements herein contained on the part of the Lessee to be kept and performed which constitute a material breach of the lease, it shall be lawful for the Lessor to declare said term ended and to terminate this lease upon the giving of thirty (30) days written notice. In addition thereto, Lessor shall have such other rights or remedies as may be provided by law. Lessor may not terminate the lease if (1) Lessee cures the default within the thirty (30) day period after the notice is given, or (2) the default cannot reasonably be cured within the thirty (30) days after notice is given, but Lessee reasonably commences to cure the default within the thirty (30) days period and diligently and in good faith continues to cure the default.
13. ASSIGNMENT; SUBLETTING: Lessee shall have the right to assign or sublease this lease upon the condition that the assignee or sublessee expressly assumes and agrees in writing to pay the rent and to perform each and every covenant and agreement in this lease required by Lessee to be paid or to be performed.
14. NOTICES: Notices desired or required to be given by this Lease or by any law now or hereinafter in effect shall be given by enclosing the same in a sealed envelope with

postage prepaid, certified or registered mail, return receipt requested, with the United States Postal Service. Any such notice and the envelope containing the same shall be addressed to the Lessor at Meridian Communications, 23501 Park Sorrento, Suite 213A, Calabasas, CA 91302-1355, or such other place as may hereinafter be designated in writing by the Lessor except that Lessor shall at all times maintain a mailing address in California, and the notices and envelopes containing the same to the Lessee shall be addressed to the Board of Supervisors, Room 383 Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012 with a copy to Internal Services Department, 550 South Vermont Avenue, Los Angeles, CA 90020.

15. TAXES:

Lessor shall be responsible for and pay promptly all real property taxes, assessments and special assessments which may be levied or assessed against the demised premises during the term of this lease or any renewal or holdover period thereof.

In the event Lessor fails or refuses to pay any or all of the taxes or assessments when due, Lessee may give Lessor thirty (30) calendar days prior written notice and thereafter pay such taxes and assessments and deduct the payments from the installments of rent next due as a charge against the Lessor.

16. INDEMNIFICATION:

Lessor agrees to indemnify, defend and save harmless County, its agents, officers and employees from or against any and all liability, expenses (including defense costs, legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Lessor's operation, maintenance or ownership of the premises.

County shall indemnify and hold Lessor free and harmless from any and all liability, claims, loss, damages or expenses (including defense costs, legal fees), arising by reason of bodily injury, death, personal injury, or property damage resulting from County's activities under this agreement on the premises.

17. BINDING ON SUCCESSORS:

Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Lessor, and wherever the context permits or requires, the successors in interest to the Lessee.

18. GENERAL PROVISIONS:

A. Waiver

The waiver by Lessor or Lessee of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.

B. Marginal Headings

The paragraph titles in this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part hereof.

C. Time

Time is of the essence of this lease and each and all of its provisions in which performance is a factor.

D. Recordation

Either party may record this lease at any time without the prior written consent of the other party.

E. Quiet Possession

Upon Lessee paying the rent hereunder Lessee shall have quiet possession of the demised premises for the entire term hereof subject to all the provisions in this lease.

F. Prior Agreements

This lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This lease shall not be effective or binding on any party until fully executed by both parties hereto.

G. Force Majeure

In the event that either party is delayed or hindered from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations, riots, insurrection, war or other reasons of a like nature beyond the control of such party, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

H. Attorney's Fees

In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and expenses including the fees of its attorneys in such action or proceeding in such amount as the court or arbitrator may adjudge reasonable as attorney's fees.

I. Separability

Any provision of this lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

J. Cumulative Remedies

No remedy or election hereunder shall be deemed exclusive but shall wherever possible be cumulative with all other remedies at law or in equity.

K. Choice of Law

This Lease shall be governed by the laws of the State of California, exclusive of conflict of law provisions.

L. Impairment of Title

Lessor hereby covenants to notify Lessee in writing within thirty (30) days of each and every occurrence which may impair Lessor's title to the demised premises. Such occurrences include, but are not limited to, default on a trust deed, transfer of any interest in any trust deed, notification of any lien recordation, notification of any foreclosure, and notification of default in the master lease. Lessor further agrees to notify Lessee, in writing, within ten (10) days of receipt of any written notice regarding redevelopment, zoning, or conditional use permits which affect the property, the subject of this lease or real property adjacent thereto.

M. Arbitration

In the event of any dispute regarding the terms, conditions, rights or obligations of the parties hereto, such dispute may, at the request of either party, be submitted to arbitration in accordance with the provisions of Code of Civil Procedure Section 1280 et seq as they now exist or may later be amended. The Internal Services Department, or its designee, shall act on behalf of Lessee in arbitration, with the assistance of counsel, for so long as County is the Lessee under this lease.

19. WARRANTY OF AUTHORITY:

Each of the undersigned signatories for the Lessor hereby personally covenant, warrant and guarantee that each of them, jointly and severally, have the power and authority to execute this Lease upon the terms and conditions stated herein and each agrees to indemnify and hold harmless the Lessee from all damages, costs, and expenses, which result from a breach of this material representation.

20. RENTAL ADJUSTMENT:

A. Original Term: During the original term of this Lease, the monthly rent to be paid by Lessee to Lessor at the start of the 2nd, 3rd, 4th and 5th years of this Lease shall be as follows:

<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
\$612.50	\$656.25	\$700.00	\$743.75

B. Renewal Options: The annual renewal rental rate shall be a percentage of the current rates paid to Lessor by all its commercial and government Lessees at the location listed above for rack/transmitter and microwave dishes. Lessees' annual rental

adjustment shall be computed as follows: the average current monthly rate paid by all present Lessor customers at the time the County's rental rate adjustment is due, less 10 percent (10%). Written schedule of such rates and Lessor calculated rental increase based on those rates shall be supplied to Lessee within sixty (60) days after the annual due date of the rental adjustment.

IN WITNESS WHEREOF, the Lessor has executed this Lease or caused it to be duly executed, and the County of Los Angeles 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.

LESSOR

MERIDIAN COMMUNICATIONS, a Corporation

By *E. J. Reichler*
Name: E. J. Reichler
Title: President



ATTEST:

LARRY J. MONTEILH
Executive Officer-Clerk
of the Board of Supervisors

COUNTY OF LOS ANGELES

By *Pete F. Schaban*
Chairman, Board of Supervisors

By *Cynthia A Benson*
Deputy

APPROVED AS TO FORM:

DEWITT W. CLINTON
County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

By *Francis S. Selt*
Deputy:

37

JUN 19 1990

Larry J. Monteilh
LARRY J. MONTEILH
EXECUTIVE OFFICER

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